



Rizzetta & Company

Waterset North Community Development District

**Board of Supervisors' Meeting
September 5, 2017**

**District Office:
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625
813.933.5571**

www.watersetnorthcdd.org

**WATERSET NORTH
COMMUNITY DEVELOPMENT DISTRICT
AGENDA
SEPTEMBER 5, 2017 at 3:00 p.m.**

Offices of Rizzetta and Company
9428 Camden Field Parkway
Riverview, FL 33578

District Board of Supervisors

Amanda King	Chairman
Doug South	Vice Chairman
Pam Parisi	Assistant Secretary
_____	Assistant Secretary
Derek Bush	Assistant Secretary

District Manager

Joseph Roethke Rizzetta & Company, Inc.

District Counsel

Erin McCormick Erin McCormick Law, PA

District Engineer

Jamie Scarola Scarola Associates

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 **3:00 p.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 **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 third section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. 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 7-1-1, 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.

**WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 12750 CITRUS PARK LN, STE 115, TAMPA, FL 33625**

www.WaterSetNorthCDD.org

**Board of Supervisors
WaterSet North Community
Development District**

August 28, 2017

AGENDA

Dear Board Members:

The continued meeting of the Board of Supervisors of the WaterSet North Community Development District will be held on **Tuesday, September 5, 2017 at 3:00 p.m.** at the offices of Rizzetta & Company located at 9428 Camden Field Parkway, Riverview, FL 33578. The following is the tentative agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A. Presentation of Landscape RFP in Substantial Form.....Tab 1
 - B. Consideration of Proposals for DVR System Upgrades (USC)
 - C. Consideration of Resolution 2017-19, Boundary Amendments .Tab 2
 - D. Consideration of Signage RequestTab 3
- 4. SUPERVISOR REQUESTS**
- 5. ADJOURNMENT**

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

Sincerely,

Joseph Roethke

Joseph Roethke
District Manager

Tab 1

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
WATERSET NORTH
COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Rizzetta & Company
12750 Citrus Park Lane, Ste. 115
Tampa, Florida 33625

September 2017

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**WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS AND NOTICE OF PUBLIC MEETINGS**

Landscape and Irrigation Maintenance Services for
Wataset North CDD
Hillsborough County, Florida

Wataset North Community Development District (the “District”) hereby requests proposals to provide services relating to the exterior landscaping and irrigation maintenance services for Wataset North Community Development District, all as more specifically set forth in the Project Manual.

The Project Manual Disk will be available beginning Friday, September 15, 2017, at 12:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, for the sum of \$75.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District’s consideration of a proposal submitted by the proposer. Each Project Manual Disk will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications and site plan. Please make checks payable to Rizzetta & Company, Inc. NO CASH ACCEPTED. The Operations Manager shall be the contact person with regard to the Project Manual. Mr. Toborg can be reached by email at jtoborg@rizzetta.com or via phone at (813) 933-5571.

There will be a mandatory Pre-Proposal Meeting on Friday, September 22, 2017 at 9:00 a.m. at the Landings at Wataset, located at 7012 Sail View Drive, Apollo Beach, Florida 33572. Failure to attend will preclude the District’s consideration of a proposal submitted by a non-attending proposer. The Project Manual Disk will not be available for sale at the mandatory pre-proposal meeting.

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The Entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual Disk and meet the following qualifications: (i) fully licensed and insured, (ii) 10 years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the Wataset North CDD project, with verifiable references on those projects, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for 100% of their own area takeoffs, and (vi) Proposer must submit total price along with an option for two (2) one (1) year renewals with price.

The District has the right to reject any and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project

Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta and Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625. 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 to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual. **The RFP Review Committee will meet on _____, 2017 at 11:00 a.m. at the offices of _____ and the meeting is hereby publicly advertised. It is anticipated that at that time, the RFP Review Committee may evaluate the proposals, and prepare a recommended ranking of the proposals for consideration by the District's Board of Supervisors at a publicly noticed meeting to occur at a later date.** Any and all questions relative to this project shall be directed in writing, by e-mail only, to John Toborg at jtoborg@rizzetta.com, **no later than Thursday, September 28, 2017 at 4:00 p.m. (EST) Answers to questions will be distributed to all bidders by Friday, September 29, 2017, 5:00 p.m. (EST)**

Firms desiring to provide services for this project must submit one (1) original, seven (7) copies and one digital copy in the form of a disc or flash drive, of the required proposal **no later than 10:00 a.m. (EST) on Friday, October 6, 2017** at the office of Rizzetta and Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, FL 33625, Attention: John Toborg. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above may be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Waterset North Community Development District
Joe Roethke, District Manager

Run Date: _____, 2017

WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT

Landscaping and Irrigation Maintenance Services Hillsborough County, Florida

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than October 6, 2017, at 9:00 a.m. (EST) at the offices of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, FL 33625, Attention: John Toborg. Proposals will be publicly opened at that time.

SECTION 2. MANDATORY PRE-PROPOSAL MEETING. A mandatory pre-proposal meeting will be held for the purpose of discussing the project manual on September 22, 2017 at 9:00 a.m. (EST) at the Landings at Waterset, located at 7012 Sail View Dr., Apollo Beach, Florida 33572. The pre-proposal meeting may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. The District will not consider a proposal from any proposer that does not have an authorized representative present at the pre-proposal meeting. Proposers must arrive at the pre-proposal meeting at or before 9:00 a.m. (EST) in order to be qualified to submit a proposal.

SECTION 3. SIGNATURE ON PROPOSAL. The proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

SECTION 4. FAMILIARITY WITH THE PROJECT/SITE CONDITIONS. Before submitting a proposal, the Proposer shall carefully examine the drawings, read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project and the existing site conditions.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Unfamiliarity on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 6. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. In order to submit a proposal, each proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; (2) have at least ten (10) years continuous experience with

landscaping maintenance projects; (3) attend the Mandatory Pre-Proposal Meeting; and (4) submit total price along with an option for two (2) one (1) year renewals with price.

SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to John Toborg at jtoborg@rizzetta.com, with copies to Joe Roethke, jroethke@rizzetta.com and Erin McCormick, erin@emccormicklawn.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties recorded as having received the Project Manual. The deadline for questions is September 28, 2017 at 4:00 p.m. (EST). Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 9. SUBMISSION OF PROPOSAL. Submit one (1) original, seven (7) hard copies and one (1) digital copy in the form of a disc or flash drive of the proposal forms, along with other requested attachments, at the time and place indicated herein. Submission shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Waterset North Community Development District – Landscape and Irrigation Maintenance)" on the face of it.

SECTION 10. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 11. PROJECT MANUAL DISK. The Project Manual Disk will be available beginning September 15, 2017 at 12:00 p.m. (EST) from the Offices of Rizzetta & Company, Inc., located at 12750 Citrus Park Lane, Suite 115, Tampa, FL 33625. The cost for the Project Manual Disk is **\$75.00**; please make checks payable to Rizzetta & Company, Inc. **NO CASH ACCEPTED.**

SECTION 12. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each Proposer represents that it has read and understands the Project Manual disk and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual Disk against the Table of Contents.

SECTION 13. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 14. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award or Notice of Intent to Award from the District, the Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual Disk, unless requested otherwise by the District.

SECTION 15. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 16. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Proposal Documents:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- B. Completed Proposal Forms (forms included with Project Manual Disk).
- C. List position or title and corporate responsibilities of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.

- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Highlight previous or currently contracted work with other community development districts. (Forms attached as part of Contractor's Qualification Statement).
- F. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- G. Completed copies of all other forms included within the Project Manual Disk.

SECTION 19. PROTESTS. Any protest regarding the Proposal Documents/Project Manual Disk, including the Evaluation Criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours after the Project Manual Disk is made available to qualified Proposers, at the offices of Rizzetta & Company, Inc., located at 12750 Citrus Park Lane, Suite 115, Tampa, FL 33625, Attention: Joe Roethke. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any document included in the Project Manual Disk, including the Evaluation Criteria, plans, specifications and Project Documents..

SECTION 20. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheet, contained within the Project Manual Disk. **The Proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the Project. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal.**

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

6.1 If yes, provide the following:

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

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

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

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

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

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

7.1 If yes, provide the following:

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

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

(14) _____, (15) _____, (16) _____.

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

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

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

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

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

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

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

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

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

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

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

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name _____ Position _____

Type of Work _____ Yrs. Exp. _____ Yrs. With Firm _____

Name _____ Position _____

Type of Work _____ Yrs. Exp. _____ Yrs. With Firm _____

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

Name of Proposer

By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 20__.

(Corporate Seal)

Sworn to before me this _____ day of _____, 20__.

(Seal) _____ Notary Public/Expiration Date

CORPORATE OFFICERS

Company Name _____

Date _____

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

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

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 _____, 20__.

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 _____, 20__.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____ of
the _____

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

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

**WATERSET NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
LANDSCAPING AND IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel (20 Points Possible) (____ Points Awarded)

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

Management and Supervisory Personnel

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

Proposed Staffing Levels

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

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

2. Experience and Available Equipment (25 Points Possible) (_____ Points Awarded)

(Please complete the page that follows at the end of this part regarding the Proposer's Equipment that will be used in connection with this project. As part of the list, please specifically identify the number and make of the mowers that will be used to mow the Celebration Bermudagrass.)

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

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

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

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

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

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

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

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

4. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

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

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

5. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

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

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

3. Understanding Scope of Work (20 Points Possible) (_____ Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as

directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. Price (25 Total Points Possible) (_____ Points Awarded)

Twenty-five (25) points will be awarded to the Proposer submitting the lowest proposal for Parts 1 - 4 – the Contract Amount. AN AVERAGE OF ALL THREE (3) YEARS OF THE CONTRACT WILL BE FACTORED WHEN AWARDING POINTS FOR PRICING. All other proposers will receive a percentage of this amount based upon a formula which divides the low proposal by the Proposer’s proposal and is then multiplied by the number of points possible in this part of the Price evaluation. *

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

5. Reasonableness of quantities and costs. (10 Points Possible) (_____ Points Awarded)

Up to an additional ten (10) points will be awarded as to the reasonableness of ALL costs, numbers and quantities (i.e. fertilizer quantities, mulch quantities based on Contractor’s field measurements) provided in Parts 1,2,3,4 & 5.

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

The Board of Supervisors of the Waterset North Community Development District (the “Board”) has appointed an Evaluation Committee for purposes of reviewing and ranking the Proposals submitted in response to the Request for Proposals for Landscaping and Irrigation Maintenance. The Evaluation Committee, at a publicly noticed meeting will collectively rank the Proposals received in accordance with the Evaluation Criteria. Subsequently, the Evaluation Committee will make its recommendation with respect to its proposed ranking at a publically noticed meeting of the Board, for the Board’s consideration in determining the award of the Contract for this Project.

END

**AGREEMENT BETWEEN _____, AND
WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT
FOR LANDSCAPING AND IRRIGATION MAINTENANCE SERVICES**

This agreement (the “Agreement”) is made and entered into this ____ day of _____, 2017, by and between:

Waterset North Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida, whose address is 12750 Citrus Park Lane, Suite 115, Tampa, FL 33625 (“District”), and

_____, a _____, with a mailing address at _____ (“Contractor”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping and irrigation, and other infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscaping and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor, who submitted the proposal attached hereto as **Exhibit A** (“Scope of Services”) and incorporated by reference herein, represents that it has the skills, knowledge and ability to provide such operation and management services to the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the “Parties”), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Contractor’s Obligation. The Contractor will provide landscape & irrigation maintenance services for certain lands within and around the District. Specifically, Contractor shall provide the services identified in Maintenance Exhibit. Contractor shall perform such work for a minimum of \$_____ per year to include Parts 1-4 of the Scope of Services and up to a maximum of \$_____ per year if both mulch top-dressings (Part 5) are performed and awarded to Contractor. Contractor shall provide all labor and equipment necessary for such service unless otherwise identified in Maintenance Exhibit.

Section 3. Billing and Payment. Contractor shall bill the District for Services based on invoice with appropriate support documentation for the Fee and Reimbursements. Provided Contractor has submitted invoices for the fees and reimbursements with the appropriate support documentation by the fifteenth (15th) of the month, Contractor shall be paid by the thirtieth (30th) of the following month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within thirty (30) days of the District's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Services, in District's sole and absolute discretion, shall, so long as District is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement. As compensation for the Work, the District agrees to pay Contractor _____ (\$_____) per year, in standard monthly amounts of _____ (\$_____). Such compensation covers only the items specified in Parts 1 and 4 of the Contractor's Bid Form. Additionally, for the services specified in Parts 2, 3, & 5 of the Contractor's Bid Form, the District agrees to pay Contractor for such actual services rendered using the pricing specified in the Contractor's Bid Form the month following services being performed and after required documentations (if any) have been provided.

Section 4. Care of the Property. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages.

Section 5. Insurance. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least One Million and No/100 Dollars (\$1,000,000.00) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any

owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

If the 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 obtaining the required insurance.

Section 6. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District.

Section 7. Indemnification. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees and their respective successors and assigns (the "District Parties") from any and all Claims occurring incident to or resulting in whole or in part from the activities of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the "Contractor Parties") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement; provided, however, that this indemnity shall not apply to the extent of the District's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Contractor is carrying and maintaining. In any and all Claims against one or more of the District Parties by any employee of any of the Contractor Parties, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. "Claims" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights or recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, or pursuant to any violation of any and all state laws, rules, ordinances, regulation, by-laws, orders decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

Section 8. Recovery of Costs and Fees. In the event the District is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then if prevailing, the District shall be entitled to recover from Contractor all fees and costs incurred, including but not limited to

reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

Section 9. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 10. Labor, Materials and Equipment Claims. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. In the event that the Contractor does not pay or satisfy any claim or attempted lien within three (3) business days after the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.

Section 11. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arms length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

Section 12. Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

Section 13. Termination The District may terminate this Agreement without cause upon thirty (30) days written notice. The District shall also have the right to terminate this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason, including but not limited as set forth in Section 14. of this Agreement.. Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of termination for the work performed up to that date.

Section 14. Inspections. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

(2) Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule for the upcoming month. Monthly the CDD will be conducting a full landscape inspection and shall require at least one individual to

accompany the CDD's representative on this inspection. However, the inspection will still take place if the Contractor fails to attend. A written report will then be provided by the CDD's representative and distributed to the Contractor, the Board of Supervisors and the District Manager with findings. The Contractor shall be required to explain, in writing, what actions shall be taken to remedy those findings within the specified amount of time as requested by the District. If the Contractor does not respond and satisfactorily address the findings within the specified time, 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; the third offense may result in immediate termination of this contract for cause at the District's discretion.

Section 15. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. To the extent that anything contained within **Exhibit A** conflicts with anything contained within this Agreement, this Agreement shall control.

Section 16. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

Section 17. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 18. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

a. If to Contractor: _____

Attn: _____

b. If to District: Waterset North Community Development District
12750 Citrus Park Lane, Ste. 115
Tampa, Florida 33625
Attn: District Manager

With a copy to: Erin McCormick Law, PA
3314 Henderson Blvd.
Suite 103
Tampa, FL 33609
Attn: Erin McCormick

Section 19. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is

intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section 20. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.

Section 21. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

Section 22. Public Records. 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.

Section 23. Effective Date and Term. This Agreement shall become effective as of _____, 20__, and remain in effect until _____, 20__. At the end of the Initial Term, this Agreement includes the option for two (2) one (1) year annual renewals with discretion of the Board of Supervisors' approval.

Section 24. Conflict. To the extent that the terms described in **Exhibit A** conflict with the terms of this Agreement, the terms herein shall control.

Section 25. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

**WATERSET NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

ATTEST:

[Contractor]

Title: _____

Title: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 20__.

Signature of Notary Public

Printed name of Notary Public

EXHIBIT “A”
SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

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 Bahia & St. Augustine grass at a height of three (3) to three and one half (3 1/2) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 1/4) inches and Zoysia at a height of two (2) to two and one half (2 1/2) inches. Rotary Mowers are preferred for heights above one (1) inch. **Reel type mowers are required to be used on all Celebration Bermuda turf.** All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within thirty-six hours from the time the damage is caused at his sole cost and expense. Please note the southern ROW of Big Bend Road on either side of Waterset Blvd. and the Big Bend Road median east of Waterset Blvd. are included in the mowing scope. Waterset has an extensive system of walking trails. Contractors are required to maintain trails within turf areas as they would a normal sidewalk. These trails are also to be edged as often as all sidewalks in common areas are edged. Those trails in natural areas and adjacent to lake banks shall be maintained by removing all vegetation, whether it be from overhead (maintain a 9' clearance) or from the ground, which has encroached onto, or above, the concrete trails. In natural areas, this does not require a cleared/mowed strip on either side of the trail, but limbs, fronds, weeds, etc. shall not be allowed to lie, extend or arch into the trail's boundary. Contractor shall be responsible for training all its personnel in the technical aspects of the Waterset North Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mismanaged mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING - All pond banks identified as such (dark green) on the overall Waterset North Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4 1/2) inches. Pond banks will be mowed and/or trimmed to water's edge. Line trimming to water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks

so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height. Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. It is preferred mulch type mowers be used around pond banks. Regardless, mowers must blow all clippings away from pond banks. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event. Pond banks identified as such (yellow) on the overall Waterset North Maintenance Exhibit shall be mowed every other week from June 1st through November 1st and once a month from November 1st through June 1st. Condition of turf is to be determined by the DISTRICT, or its assigns, at their sole discretion. Pond banks identified as such (red) on the overall Waterset North Maintenance Exhibit indicate lake banks where homeowners are responsible for mowing down to the water's edge behind their property.

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

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum clearance of ten feet (10') over sidewalks and other pedestrian walkways to fifteen feet (15') over roadways and ROW's. All moss hanging from trees (as well as all ball moss)

shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles (and other small, flowering trees) shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be “hat raked” at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed.

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 Waterset. The Contractor agrees that pruning is an art that must be done 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.

The landscaping adjacent to the Waterset entrance feature at Big Bend Road shall be maintained on a weekly basis year-round. The Confederate Jasmine within the confines of the sign wall structure shall be hand-pruned and maintained as tightly as possible to the green fencing and not be allowed to extend outwardly in an unruly fashion beyond the vertical facades of the sign wall. Condition of Confederate Jasmine is to be determined by the DISTRICT, or its assigns, at their sole discretion. The stone wall is extremely soft and any damage caused by the line trimmers, hand pruners or any other machinery shall be immediately repaired/replaced by the Contractor. All landscape lighting shall be kept clear of any landscaping encroaching into its light cone on an as-needed basis. It is of utmost importance that all plant material within clear site and visibility triangles is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's rep, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution shall be proposed and executed.

Palms: All palms 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 hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover 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 & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash,

broken limbs, palm boots, leaves and fronds 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 NON-SELECTIVE HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) 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; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of any and all turf as well as all 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. Contractor is not to use non-selective herbicides to eradicate weeds in curblines expansion joints where the chemical can travel back into the turf causing regularly spaced, repetitive dead patches behind the curb. All parallel parking spaces along all roadways must also be line trimmed, weeded and all material blown off following the schedules stipulated above.

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, he is required to make up service the same week. Saturday work is allowed with prior approval.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in the RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY for CHAPTER 1-15 “FERTILIZER USE AND LANDSCAPE MANAGEMENT”. It is the Contractor’s responsibility to become familiar with all rules and requirements of the Ordinance. Copies of all Certifications of Training shall be supplied to CDD representative with submission of bids.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF HILLSBOROUGH COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per BMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line between Tampa & Vero Beach. Waterset is approximately ten (10) miles south of this line.)

All St. Augustine Sod:

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

All Bahia Sod:

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

All Zoysia Sod:

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

All Bermuda Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
May	A complete fertilizer based on soil tests
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes. 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.

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 MISHANDLING OF FERTILIZER.** 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 & GROUND COVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

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

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS 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 all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity PRIOR TO PURCHASING. This is to allow staff to verify the correct sources of nutrients and they are either water soluble or slow release. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, 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 Contractor based on 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 until disease or infestation has been brought under control.

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

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

FIRE ANT CONTROL

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

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all Finished Landscape Areas as shown on the Maintenance Exhibit. These areas are indicated by the dark green color.

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of Waterset North CDD one (1) time per month. Areas shall include all of the existing and select designed irrigation systems to date (**679** zones, **40** Irrigation Controllers comprised of: **9** Hunter ACC-99D-P 2-wire controllers, **2** Hunter ACC-1200-P controllers, **3** Hunter –XX controllers (single wire), **8** Hunter ICOR controllers, **13** Hunter XC-H controllers (9 battery & 4 solar) & **5** Nodes). Control monitoring shall be performed and irrigation schedule shall be set utilizing site data and current E.T. (evapotranspiration) readings from the two Hunter ET climate sensors.

These inspections shall include:

A. Irrigation Controllers (**40**) & IMMS Central Control Operations (1)

1. Supply and operate Hunter IMMS software
2. Daily review of central control operational logs, communication alerts and alarms
3. Visual inspection of irrigation controller for proper operation
4. Program necessary timing changes based on site conditions
5. Update firmware in field controller and valve decoders as necessary
6. Test back up programming support devices
7. Include twelve (**12**) Hunter annual cell phone charges for Hunter ACC controllers
8. Record site rain gauge readings
9. Maintain Hunter ET Sensor (**4**)

B. WATER SOURCES (39-RECLAIMED & 1 POTABLE)

1. Visual inspection of water sources and record meter readings
2. Clean ALL strainers and filters
3. **Inspect each water source weekly to verify it is operating correctly; Inform District Manager of any problems immediately. Water sources are not to go an entire month without verification they are operating properly.**
4. Test automatic protection devices.
5. Test flow sensor operations at (7) ACC controllers

C. IRRIGATION SYSTEMS

1. Manual test and inspection of each irrigation zone.
2. **Clean and raise heads as necessary even those within plant beds, if applicable.**
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation filters inside of valve boxes
5. Replacement of worn-out irrigation heads, drip tubing, etc.

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. Major below ground repairs, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump 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 required to ensure entire zone is running properly. 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 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 also be provided by the Contractor listing those items that would improve the irrigation system. After the thirty (30) day period has expired, Contractor shall assume responsibility for any and all maintenance costs, including parts and labor, associated with the irrigation system repairs/replacements of 2 inches or less, to include, but not limited to, malfunctioning sprinkler heads, microjet heads, nozzles, drip and delivery lines. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of and not reporting any necessary repairs.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Hillsborough 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 apply for and receive a variance after prior approval from the District. **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 number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability, procedure and cost per application to provide freeze protection for any and all irrigation and water source components susceptible to freezing.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or Management, Contractor shall top dress all currently landscaped ornamental beds and tree rings with Medium Pine Bark Mulch & all natural buffer areas (planted) with Pine Straw mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches. Compaction must be figured into the quantity for Pine Straw as three (3) inches is what will be required after compaction/settling has occurred.

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 pine bark bedlines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Pine Bark Mulch 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. If there are current piles of mulch surrounding plants, even those plants in large beds, Contractor must rake back this existing mulch. Do not add to it unless there is not a sufficient depth of 3”.

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 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 entire top-dressing is completed. Partial payments will not be made. 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.

[END OF SECTION]

EXHIBIT “B”

BID PROPOSAL FORM

WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT

BID FORM

**WATERSET NORTH
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 \$ _____ Yr

<p>- Storm Cleanup \$____/hr (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Freeze Protection (description of ability) _____ _____ _____</p> <p>\$_____/application (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)</p> <p>\$____/hr for employee with hand-held hose</p> <p>\$____/hr for water truck/tanker</p>
--

PART 2

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

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED PER APPLICATION	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications. (i.e., Knockout Roses, Crape Myrtles, Loropetalum, Azalea, Ixora, among others)

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ _____ Yr
(if entire pesticide allowance is required) *

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

OTC Injections will be performed at the discretion of the District’s BOS
(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)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

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

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas (indicated as dark green on the maintenance exhibit).

\$ _____ / Yr

Top Choice application will be performed at the sole 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.)

PART 4

Irrigation (All labor and materials) \$ _____ /Yr

<p>Freeze Protection (description of ability) _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>\$ _____ /application <u>(do not include in Irrigation Total or Grand Total)</u></p> <p>After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.)</p> <p>Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

PART 5

**Installation of Pine Bark Mulch (medium) (All labor and materials) \$ _____/Yr
(if both topdressings are performed - do not include in Grand Total)**

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

_____ CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ _____/CY
(app. October)

And

_____ CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ _____/CY
(app. April)

**Installation of Pine Straw Mulch (All labor and materials) \$ _____/Yr
(if both topdressings are performed - do not include in Grand Total)**

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

_____ bales Pine Straw per specs for the first top-dressing at \$ _____/bale
(app. October)

And

_____ bales Pine Straw per specs for the second top-dressing at \$ _____/bale
(app. April)

Each top-dressing shall leave all beds with a depth of 3” after compaction

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ _____/Yr

FIRST ANNUAL RENEWAL \$ _____/Yr

SECOND ANNUAL RENEWAL \$ _____/Yr

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____
(Please Print)

Representative's Signature _____

Date _____

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

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

Dated this _____ day of _____, 2017

EXHIBIT “C”

DAILY/WEEKLY

REPORT FORMS

(Contractor may choose to use its own company forms, but will be required to supply a Daily Site Visit Journal, a Pest Control Report, Irrigation Wet Check Reports and Irrigation Repair Request Forms as required.)

WATERSET NORTH CDD

DAILY WORK JOURNAL

(this form must be filled out at the end of each daily visit and turned in to the clubhouse office)

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

END

WATERSET NORTH CDD
IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR TREATMENT:

IRRIGATION TECHNICIAN'S NAME: _____

WN REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

END

WATERSET NORTH CDD
PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

WN REPRESENTATIVE NAME: _____

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE
REQUEST)**

END

WATERSET NORTH
COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE EXHIBIT

Tab 2

RESOLUTION NO. 2017-_____

A RESOLUTION OF THE WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT ADDRESSING THE MODIFICATION OF THE BOUNDARIES OF THE DISTRICT AND SUPPLEMENTING PREVIOUSLY APPROVED RESOLUTION 2017-14 WHICH AUTHORIZED THE MODIFICATION OF THE DISTRICT BOUNDARIES; PROVIDING FOR THE FILING OF A NOTICE OF MODIFICATION OF THE BOUNDARIES OF THE WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT IN THE PUBLIC RECORDS FOR HILLSBOROUGH COUNTY, FLORIDA; PROVIDING FOR THE FILING OF AN AMENDED NOTICE OF SPECIAL ASSESSMENTS IN THE PUBLIC RECORDS FOR HILLSBOROUGH COUNTY, FLORIDA; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Waterset North Community Development District (“**District**”) is a local unit of special purpose government, established by the Board of County Commissioners of Hillsborough County, Florida, and organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes (the “**Act**”); and

WHEREAS, pursuant to Resolution No. 2017-14, adopted by the Board of Supervisors of the District (the “**Board**”) on March 14, 2017, the Board authorized the filing and processing of a Petition to Modify the District Boundaries pursuant to Section 190.046(1), Florida Statutes, and delegated to District staff and the Chair/Vice Chair of the Board the authority to take all action necessary or convenient to accomplish the modification of the District boundaries; and

WHEREAS, subsequent to the approval of Resolution No. 2017-14, a Petition was filed with the Board of County Commissioners of Hillsborough County, Florida to: (1) add and contract parcels from the boundaries of the District to reflect the approved alignment of the Apollo Beach Boulevard Extension/Paseo al Mar Boulevard; and (2) to remove a water tank site and an adjacent approximately 2.5-acre site from the boundaries of the District; and

WHEREAS, the previously contemplated addition to the District of a parcel planned for townhome units was not included in the Petition, based on impracticability and a determination that adding the parcel is not in the best interests of the District; and

WHEREAS, upon approval of the Petition for Modification of the District Boundaries, the District desires to authorize the filing of a Notice of Modification of District Boundaries, which Notice will reflect the amended boundaries of the District; and

WHEREAS, upon approval of the Petition for Modification of the District Boundaries, the District desires to authorize the filing of a Second Amended Notice of Imposition of Special Assessments and Government Lien of Record, in the Public Records of Hillsborough County, Florida, reflecting the amended boundaries of the land subject to the lien securing the Waterset North Community Development District Special Assessment Revenue Bonds, Series 2014; and

WHEREAS, the Board desires to authorize and direct the Chairman, the Vice Chairman, and the District staff, to take all action and file all other documents necessary or convenient to accomplish and implement the modification of the District Boundaries in accordance with the Petition to Modify the District Boundaries, filed with the Board of County Commissioners of Hillsborough County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:

- 1. RECITALS.** The recitals as stated above are true and correct and by this reference incorporated into and form a material part of this Resolution.
- 2. AFFIRMATION OF CONSENT TO MODIFICATION OF DISTRICT BOUNDARIES.** The District reaffirms its consent to the modification of the District boundaries, as set forth in the Petition to Modify the District Boundaries, filed with Hillsborough County, Florida on _____, 2017. This Resolution supplements previously approved Resolution No. 2017-14 of the Board of Supervisors. This Resolution supersedes Resolution No. 2017-14, to the extent there are any inconsistencies.
- 3. AUTHORIZATION OF FILING NOTICE OF MODIFICATION OF DISTRICT BOUNDARIES.** Upon approval of the Petition to Modify the District Boundaries pursuant to an Ordinance adopted by the Hillsborough County Board of County Commissioners, the Board authorizes and directs District staff to file a Notice of Modification of the District Boundaries, in substantially the form attached hereto as Exhibit "A". The Notice will be filed in the Public Records for Hillsborough County, Florida.
- 4. AUTHORIZATION OF FILING SECOND AMENDED NOTICE OF IMPOSITION OF SPECIAL ASSESSMENTS.** Upon approval of the Petition to Modify the District Boundaries pursuant to an Ordinance adopted by the Hillsborough County Board of County Commissioners, the Board authorized and directs District staff to file a Second Amended Notice of Imposition of Special Assessments and Government Lien of Record, in substantially the form attached hereto as Exhibit "B". The Second Amended Notice will be filed in the Public Records for Hillsborough County, Florida.
- 5. FURTHER DIRECTION.** The Board authorizes the Chair, Vice Chair and District staff take all action and file all other documents necessary or convenient to accomplish and implement the modification of the District Boundaries in accordance with the Petition to Modify the District Boundaries, filed with the Board of County Commissioners of Hillsborough County, Florida.
- 6. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless

it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

7. EFFECTIVE DATE. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of Waterset North Community Development District this 5th day of September 2017.

ATTEST:

**WATERSET NORTH COMMUNITY
DEVELOPMENT DISTRICT**, a community
development district established pursuant to
Chapter 190, Florida Statutes

By: _____
Joseph Roethke, Asst. Secretary
Board of Supervisors

By: _____
Amanda King, Chairman
Board of Supervisors

EXHIBIT "A"

After recording, Return to:
Attn: Erin McCormick, Esq.
Erin McCormick Law, P.A.
3314 Henderson Boulevard, Suite 103
Tampa, FL 33609
Tel: 813-579-2653

**NOTICE OF MODIFICATION OF THE BOUNDARIES OF
WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT**

NOTICE IS HEREBY GIVEN that on _____, 2017 the Board of County Commissioners of Hillsborough County, Florida passed and adopted Ordinance No. _____, effective as of _____, 2017, modifying the boundaries of Waterset North Community Development District (the "District"). The administration of the District is subject to the provisions of Chapter 190, Florida Statutes, as amended from time to time. Ordinance No. _____ amends Ordinance No. 07-3, as amended by Ordinance No. 14-20, as amended by Ordinance No. 16-28 of the Hillsborough County Board of County Commissioners. The modified boundaries of the District are described as follows:

See attached Exhibit "A"

WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

Dated this ____ day of _____, 2017

Erin McCormick, District Counsel

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Erin McCormick, as District Counsel for the Waterset North Community Development District. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

EXHIBIT "B"

This Instrument Prepared by
And return to:

Erin R. McCormick, Esq.
ERIN McCORMICK LAW, P.A.
3314 Henderson Boulevard, Suite 103
Tampa, Florida 33609

**WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT
SECOND AMENDED NOTICE OF SPECIAL ASSESSMENTS
AND GOVERNMENT LIEN OF RECORD**

THIS SECOND AMENDED NOTICE IS HEREBY GIVEN that the Board of Supervisors of Waterset North Community Development District (the “District”), a special purpose local government established under and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, enjoys a governmental lien on certain lands contained within the real property described in **Exhibit A** attached hereto (the “Property”). This Amended Notice amends the Notice of Special Assessments and Government Lien of Record recorded in Official Record Book 22784, Page 1243 of the Public Records of Hillsborough County, Florida, as amended by the Amended Notice of Special Assessments and Government Lien of Record recorded in Official Record Book _____, Page _____ of the Public Records of Hillsborough County, Florida.. Such lien is coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims until paid pursuant to Section 170.09 of the Florida Statutes. The District has adopted Resolution Numbers 2014-10, 2014-11, 2014-13, 2014-14 2016-03 and 2017-07 (the “Resolutions”), which provide for, levy, and set forth the terms of the non-ad valorem special assessments (the “Series 2014 Assessments”) on the Property, which is specifically benefitted by the improvements defined as the “2014 Project”, as described in the “Waterset North Community Development District Supplemental Report of the District Engineer, 2014 Capital Project”, dated July 24, 2014, and on file at the District’s Offices, located at: Rizzetta & Company, Inc., 9428 Camden Field Parkway,

Riverview, Florida 33578. As provided in the Resolutions, these Series 2014 Assessments do not apply to governmental properties or to property owned by a property owners association or a homeowners association that is exempt from special assessments under Florida law.

The Series 2014 Assessments provided for in the Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these Series 2014 Assessments constitute and will at all relevant times in the future constitute legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. The District may collect the Series 2014 Assessments on any of the lands described in the attached **Exhibit A** by any method authorized by law, which method may change from year to year.

Pursuant to Section 190.048, Florida Statutes, you are hereby notified that: **THE DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.** The District's lien secures the payment of special assessments levied in accordance with Florida Statutes. Copies of the "Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2014", dated September 5, 2014, the Second Supplemental Special Assessment Allocation Report, dated November 20, 2015, the Amended Final Supplemental Special Assessment Report, dated November 8, 2016,

and Resolutions may be obtained from the registered agent of the District as designated by the Florida Department of Economic Opportunity in accordance with Section 189.416, Florida Statutes, or by contacting the District at:

Waterset North Community Development District
c/o Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, Florida 33578

THE LIEN FOR THE SERIES 2014 ASSESSMENTS AND OTHER ASSESSMENTS OF THE DISTRICT IS STATUTORY AND NO FILING IS NECESSARY IN ORDER TO PERFECT OR PROVIDE RECORD NOTICE THEREOF. THIS NOTICE IS FOR INFORMATION PURPOSES. IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Notice has been executed as of the _____ day of _____, 20167 and recorded in the Official Records of Hillsborough County, Florida.

WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT

By: _____
Amanda King, Chairman

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Amanda King, Chair of Waterset North Community Development District, who is personally known to me, or who has produced _____ as identification, and did or did not take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
Expires: _____

(NOTARY SEAL)

Tab 3

SCHOOL'S *Open*
DRIVE *Carefully*

