

Request for Proposals (“RFP”)

FOR

LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES

FOR

***MIRADA
COMMUNITY DEVELOPMENT DISTRICT***

Prepared by:

Tonya Elliott-Moore
Development Planning & Financing Group, Inc.
250 International Parkway, Suite 280 Lake Mary, FL 32746

June 2020

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REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR:
MIRADA COMMUNITY DEVELOPMENT DISTRICT
Pasco County, Florida

Notice is hereby given that the **Mirada Community Development District** (the “District”) will accept proposals from qualified firms interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Request for Proposals (“RFP”).

The RFP, including contract documents, project scope, and any technical specifications, will be available for public inspection and may be obtained beginning June 3, 2020 at 10:00 A.m. (EST) electronically at <https://www.miradacdd.org/> or at Demandstar.com.

Firms desiring to provide services for this project must submit one (1) original and seven (7) hard copies as well as one electronic copy of the required proposal no later than 2:00 p.m. (EST), June 15, 2020 at **Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280 Lake Mary, FL 32746 c/o Tonya Ell.** Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents will be disqualified. **ALL PROPOSERS ARE REQUIRED TO ATTEND A MANDATORY SITE TOUR ON FRIDAY, JUNE 8, 2020 AT 9 AM AT THE MIRADA SALES CENTER, MIRADA BLVD. WESLEY CHAPEL, FL. 33545. SALES CENTER ON THE LEFT SIDE OF THE ROAD AFTER PASSING THE ENTRYWAY FOUNTAINS.**

Any protest regarding the RFP, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the RFP, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the Proposal Pick-Up Time. 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 aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager at the address noted above.

Ranking of proposals will be made based on qualifications according to the Evaluation Criteria set forth in the ranking worksheet contained within the RFP. The District has the right to reject any and all proposals and waive any informalities or irregularities if it determines in its discretion it is in the best interest to do so. Any and all questions relative to this project shall be directed in writing only to Tonya Elliott Moore at Tonya.Elliott-Moore@dpfg.com.

Thank you for your interest.

Mirada Community Development District, Tonya Elliott Moore, Manager

MIRADA COMMUNITY DEVELOPMENT DISTRICT
Instructions to Proposers
Landscape and Irrigation Maintenance
Pasco County, Florida

SECTION 1. DUE DATE. Sealed proposals must be received no later than, 2:00 p.m. (EST), June 15, 2020 at the office of Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280 Lake Mary, FL 32746 c/o Tonya Elliott Moore. Proposals will be publicly opened at that time.

SECTION 2. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form attached hereto. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the Proposer shall carefully 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.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

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

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the RFP are to be directed in writing only to Tonya Elliott Moore at Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280 Lake Mary, FL 32746. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the RFP. Questions received less than seven (7) days prior to the date of opening of proposals may not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original, seven (7) hard copies and one electronic copy of the proposal forms, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Mirada Community Development District – Landscape and Irrigation Maintenance) ENCLOSED” on the face of it.

SECTION 9. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 10. RFP. The RFP will be available beginning June 3, 2020 at 10:00 a.m. (EST), at <https://www.miradacdd.org> or at www.Demanstar.com.

SECTION 11. 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 (the numbers of which must be filled in on the Acknowledgment of Receipt of Documents and Proposal Signature Form). In making its proposal, each Proposer represents that it has read and understands the RFP and that the proposal is made in accordance therewith, including verification of the contents of the RFP against the Table of Contents. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping and irrigation plans and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the RFP.

SECTION 12. 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 13. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the successful Proposer shall enter into and execute the Contract in substantially the form included in the RFP.

SECTION 14. TERM OF CONTRACT. The Contract shall be for a period of 12 months at the price stated in the Contract and may be renewed in writing, contingent upon satisfactory performance evaluations by the District and subject to the availability of funds, for up to two (2) additional twelve (12) month periods. The Proposal shall include prices for the second and third 12-month periods (years two (2) and three (3), respectively) of the contract. In the event that the contract is renewed, the renewal price for years two and three of the Contract given by the Contractor shall apply.

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 and hold harmless the District 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 RFP:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- B. Completed price proposal (form attached). Please note that the Board of Supervisors, based on unit pricing received by category, may elect to outsource any individual unit category at its discretion.
- C. List position or title and corporate responsibilities of key management or supervisory personnel. 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. Proposer shall provide a detailed resume for the proposed account manager/project manager. The resume shall include the name and number of properties current managed by the proposed account manager/project manager.
- E. 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.
- 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. A yearly landscape maintenance plan illustrating all areas included in the bid.
- H. Completed copies of all other forms included within the RFP.

SECTION 19. PROTESTS. Any protest regarding the RFP, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the RFP, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the Proposal Pick-Up Time. The protest must be filed at the offices of Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280 Lake Mary, FL 32746 c/o Tonya Elliott Moore.

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 aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager at the address noted above.

SECTION 20. EVALUATION OF PROPOSALS. The proposals shall be ranked based on price and the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the RFP.

MIRADA COMMUNITY DEVELOPMENT DISTRICT
EVALUATION CRITERIA
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

1. Personnel (25 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.). Cite specifically proposed staffing levels for the various seasons.

2. Experience (25 points)

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. Understanding of Scope of Work (20 points)

(E.g., Does the proposal demonstrate an understanding of the District's needs for the services requested?) Present an annual detailed calendar of events.

4. Price (30 total points)

Points for price will be allocated as follows:

10 points will be awarded to the Proposer submitting the lowest total bid for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that Proposers bid and the low bid.

20 points are allocated for the reasonableness of unit prices.

**MIRADA COMMUNITY DEVELOPMENT DISTRICT
ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS & SIGNATURE FORM**

This Proposal for landscape and irrigation maintenance services has been submitted on this _____ day of _____, 2020 by _____ [company] whose business address is _____, telephone number is _____, fax number is _____, and electronic mail address is _____.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that Mirada Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

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

Name of Organization

By: _____

This ____ day of _____, 2020

By: _____
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, of the _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary taking acknowledgment

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE OPERATIONS
FOR
MIRADA
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

MIRADA
COMMUNITY DEVELOPMENT DISTRICT
C/O Development Planning & Financing Group, Inc.
Attn: Tonya Elliott Moore
250 International Parkway, Suite 280 Lake Mary, FL 32746
on or before 2:00 P.M. EST, June 15, 2020

TO: Mirada Community Development District

FROM: _____

(Contractor)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Mirada Community Development District, the undersigned proposes to conduct all Work necessary to provide complete Maintenance Operations as described in the Detailed Specifications and Maintenance Map.

All Proposals shall be in accordance with the RFP.

Please note the following when completing the proposal forms:

FUNCTION	CURRENT FREQUENCY (PER YEAR)
Base Service - all retention ponds, all common turf areas, shrub trimming and plant bed maintenance	36
Annuals - 4x per year, front entrance	4
Turf Fertilization - 6x per year	6
Tree Fertilization - hardwood 4x per year	2
Mulching	1
Tree Trimming - approx. 459 trees. per tree cost, annual estimate	30
Heavy Limb Tree Trimming - every other year	
Irrigation - approx. 99 zones	12

MIRADA COMMUNITY DEVELOPMENT DISTRICT

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
BID SUMMARY**

Proposer Name: _____

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum:	Monthly	Annual Total
Year 1 (from Bid Summary Form)	_____	_____
Year 2	_____	_____
Year 3	_____	_____

The fee amount shall be based on the following schedule of values and other reasonable costs.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative.

Fee(s) for additional service(s) shall be an amount agreed upon by the District Representative and the Contractor.

Proposers: Please insert completed Bid Tabulation Form Below & Detailed Landscape Maintenance Plan.

Bid Tabulation & Summary Form

CDD Name: Mirada Community Development District

Contractor: _____

Bid Tabulation & Summary Form

FUNCTION	CURRENT FREQUENCY (PER YEAR)	Current Individual Quantity	CURRENT UNIT PRICE	Unit of measure	CURRENT YEAR GRAND TOTAL
Base Service - all retention ponds, all common turf areas, shrub trimming and plant bed maintenance	36	NA	\$0.00		\$0.00
Annuals - 4x per year, front entrance	4	NA	\$0.00		\$0.00
Turf Fertilization - 6x per year	6	NA	\$0.00		\$0.00
Tree Fertilization - hardwood 4x per year	2	NA	\$0.00		\$0.00
Mulching	1	NA	\$0.00		\$0.00
Tree Trimming - aprox 459 trees. per tree tree cost, annual estimate	30	600	\$0.00		\$0.00
Heavy Limb Tree Trimming - every other year					
Irrigation - approx. 99 zones	12		\$0.00		\$0.00
Total					\$0.00

**MIRADA
COMMUNITY DEVELOPMENT DISTRICT**

**CONTRACTOR'S QUALIFICATION STATEMENT
Landscape and Irrigation Maintenance Services**

Contractor

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CONTRACTOR QUALIFICATION STATEMENT

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AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

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

DATE SUBMITTED: _____, 2020

- 16

6. Is the Proposer incorporated in the State of Florida? yes () no ()

6.1 If yes, provide the following:

- o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes () no ()

If no, please explain _____

- o Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

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

- o Is the company in good standing with the State? yes () no ()

In no, please explain _____

- o Date incorporated _____ Charter No. _____

- o Is the Proposer company authorized to do business in the State of Florida? yes () no ()

7. Is the Proposer company a registered or licensed contractor with the State of Florida? yes () no ()

7.1 If yes, provide the following:

- o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) _____

- o License No. _____ Expiration Date _____

- o Qualifying individual _____ Title _____

- o List company(s) currently qualified under this license _____

7.2 Is the Proposer company a registered or licensed Contractor with Pasco County? yes () no ()

7.3 Has the Proposer company performed work for a community development district previously? yes () no ()

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (17)_____, (18)_____, (19)_____.

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

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

10. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no ()

If yes, please describe each violation, fine, and resolution _____

11. 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-aid 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 _____

12. What is the landscape maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

13. Has the Proposer ever failed to complete any work awarded to it? Yes _____ No _____
If so, where and why? _____

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape maintenance contract?
Yes _____ No _____ If so, state name of individual, other organization and reason therefore. _____

15. List any and all litigation to which the Proposer has been a party in the last five (5) years.

16. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? _____
If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

17. Within the past five (5) years, has the Proposer failed to complete a project within the scheduled contract time? _____
If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof. _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Mirada Community Development District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Mirada Community Development District should qualify the Proposer for bidding on its landscape maintenance project, 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 _____, 2020.

(Corporate Seal)

Sworn to before me this _____ day of _____, 2020.

(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)			

SUPERVISORY PERSONNEL

Company Name _____

Date _____

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations?
(Attach resumes of key personnel here.)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary.)

Company Name _____

Date _____

QUANTITY	DESCRIPTION	CAPACITY	NO. LOCATED IN	
			FLORIDA	OTHER

**STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary.)**

Company Name_____

Date_____

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

				Proposer's Uncompleted Amount as of this Date		Completion Date		
Owner, Location and Description of Project	Current Contract Amount as Prime	Current Contract Amount as Subcontractor	Current Amount Sublet to Others	As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$				

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name_____

Date_____

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/ Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning experience 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, that the District considers 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 _____, 2020.

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 of the foregoing experience questionnaire 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, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to before me this _____ day of _____, 2020.

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 experience 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, that the District considers such action on the part of the Proposer to constitute good cause for rejection of Proposer's proposal.

(Officer must sign here)

CORPORATE SEAL

Sworn to before me this _____ day of _____, 2020.

Notary Public/Expiration Date:

(SEAL)

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

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

1. This sworn statement is submitted to Mirada Community Development District.
2. This sworn statement is submitted by _____
[Print Name of Entity Submitting Sworn Statement]
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.)
3. My name is _____ and my relationship to the
entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

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

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

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

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

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

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

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

Date: _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____ who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)
space provided above on this _____ day of _____ 2020.

NOTARY PUBLIC

My commission expires:

FORM OF AGREEMENT

AGREEMENT FOR THE PROVISION OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES BY AND BETWEEN THE MIRADA COMMUNITY DEVELOPMENT DISTRICT AND

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between:

MIRADA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 (the “District”); and

_____, a Florida _____, whose address is _____
_____ (“Contractor” and, together with the District, the
“Parties”).

RECITALS

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

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

WHEREAS, Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

- A.** The District desires that the Contractor provide professional landscape maintenance services within presently accepted standards. Upon the Parties signing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.
- B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible

for coordinating, expediting, and controlling all aspects to assure completion of the services.

- C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor those described in the Standard Services Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference, and in this Agreement. Such services shall be performed in the areas designated on **Exhibit B**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. The Contractor may perform additional services upon the written request of the District's Manager consistent with Paragraph 5(C) of this Agreement.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement, subject to the provisions of paragraph 5(C), below.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. 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.
 - i. The District hereby designates the District Manager to act as its representative.

Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to District to represent and act for Contractor and shall inform District, in writing, of the name and address of such representative together with a clear definition of the scope of his

authority to represent and act for Contractor and shall specify any and all limitations of such authority. Contractor shall keep District informed of any subsequent changes in the foregoing. The Authorized Representative, project managers, superintendents and/or supervisors for services provided herein are all subject to prior and continuous approval of the District. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, reasonably unacceptable to the District, Contractor shall replace the unacceptable personnel with personnel reasonably acceptable to the District.

The Contractor agrees that the Authorized Representative will meet with the District's representative on a monthly basis to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. In addition to any and all specific items addressed during such meetings, the Monthly Landscape Maintenance Gradesheet, attached hereto as **Exhibit C** and incorporated herein, shall be completed and executed by both the Authorized Representative and District's Representative at the conclusion of such meeting. The District may withhold payment in whole or in part to the extent necessary to reasonably protect the District, if significant performance deficiencies are documented per executed Gradesheet(s).

- D. In the event that time is lost due to heavy rains or inclement weather ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. Such repairs shall be at the Contractor's own expense unless the District agrees otherwise, in writing.

5. **COMPENSATION; TERM.**

- A. As compensation for the services described in this Agreement, the District agrees to pay the Contractor an amount of not to exceed _____ Dollars (\$_____) per month for a total fee not to exceed _____ Dollars (\$_____) for the period of the Contractor's services, which shall commence on _____, 20__, and shall continue through _____, 20__, unless terminated earlier in accordance with Paragraph 13, below.
- B. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

- C. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.
- D. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A. The Contractor 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 \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, and including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) 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.

- B. The District, its staff, consultants and supervisors shall be named as additional insureds. 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 coverages, 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.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

- A. Obligations under this paragraph shall include the payment of third party settlements, judgments, damages, penalties, forfeitures, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any third party for injuries, death, property damage or damages of any nature, arising out of, or in connection with, the work to be performed by Contractor under this Agreement, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

8. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the District or longer as required under

Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the Services.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, or ordinances. 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 materialmen, 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 for cause as provided in Section 14 and such termination is to be effective immediately upon the giving of notice of termination.

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3)

business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement for cause as provided in Section 14 and such termination is to be effective immediately upon the giving notice of termination.

11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

14. TERMINATION. The Contractor may terminate this Agreement with or without cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause upon thirty (30) days written notice of termination. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. Any purported assignment without such prior written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

21. AMENDMENTS. 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 the District and the Contractor.

22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Mirada Community Development
District
250 International Parkway, Suite 280
Lake Mary, FL 32746
Attn: District Manager

With a copy to: STRALEY ROBIN VERICKER
1510 W. Cleveland Street
Tampa, Florida 33606
Attn: John Vericker, District Counsel

B. If to the Contractor:

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other party and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Pasco County, Florida.

26. 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, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Tonya Elliott Moore (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 374-9104, TONYA.ELLIOTT-MOORE@DPFG.COM, OR 250 INTERNATIONAL PARKWAY, SUITE 280 LAKE MARY, FL 32746.

27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, each party is deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

Attest:

MIRADA COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Witness:

(Signature of Witness)

By:

Its:

(Print Name of Witness)

Exhibit A – Standard Services Scope of Work

Exhibit B – Map of Service Areas

Exhibit C – Monthly Landscape Maintenance Gradesheet

EXHIBIT A: Standard Services Scope of Work

**MIRADA
COMMUNITY DEVELOPMENT DISTRICT
DETAILED SPECIFICATIONS**

Landscape and Irrigation Maintenance Services

The Specifications are provided on the Landscape Maintenance Map.

Please note the following when completing the proposal forms:

FUNCTION	CURRENT FREQUENCY (PER YEAR)
Base Service - all retention ponds, all common turf areas, shrub trimming and plant bed maintenance	36
Annuals - 4x per year, front entrance	4
Turf Fertilization - 6x per year	6
Tree Fertilization - hardwood 4x per year	2
Mulching	1
Tree Trimming - aprox 459 trees. per tree tree cost, annual estimate	30
Heavy Limb Tree Trimming - every other year	
Irrigation - approx. 99 zones	12

The Work defined in this document is intended to be all encompassing, meaning this scope may specify maintenance requirements for grass, plants, trees, shrubs, or irrigation not specifically covered by any Agreement entered into between the Owner and the Business Partner. Any requirement contained herein but not specified in any Agreement issued by the Owner will be self-deleting.

The frequency at which insecticides and fertilizers are to be applied is specified herein and is considered to be the minimum requirement. The Business Partner is responsible for additional applications as deemed necessary by the Business Partner to maintain healthy and beautiful plantings. Fertilizers may need to be customized by the Business Partner as deemed necessary to accommodate existing soil conditions.

The Business Partner agrees to provide all labor, supervision, and equipment necessary to carry out the Work outlined in the Agreement. There shall be no variance from the requirements contained herein unless expressly stated through an addendum.

General Services

1. Mowing of all turf areas weekly in the months of April through September and bi-weekly in the months of October through March. The height of the cut will be set at approximately three inches. Mowing wet grass shall be avoided when possible. Mower blades must be sharp so that the cut grass edge is clean and not ragged.

2. Edging of all sidewalks, curbs, pathways and other paved surfaces will be done in conjunction with the mowing operations. Edging is to be defined as outlining and/or removing turf from the borders by use of a mechanical edger. (Does not include ponds.)
3. Trimming around obstacles within finished turf areas will be completed during each mowing visit by use of chemicals, a string trimmer or other mechanical means.
4. Detailing of planted areas over the entire property will be performed every week in a sectional method. The detailing process will include trimming, pruning, and shaping of all shrubbery, ornamentals and groundcover, removal of tree suckers as well as the defining of bed lines tree saucers, and the removal of unwanted vegetation.

General Services (Continued)

5. All plant beds will be kept reasonably free of weeds and excess growth with respect to site conditions and time of year. Weeding will be accomplished by hand pulling and/or herbicide application. All weeds in sidewalk or pavement areas will be chemically controlled or removed as required with Round-Up or equivalent at a ratio of 3 ounces per gallon of water.
6. Business Partner shall prune and trim all trees, bushes, shrubs, hedges, vines, etc. In the Areas to be maintained as needed and shall immediately remove the cuttings and trimmings and other debris from District property. All trees, shrubs, and other plant material that encroach on or obstruct any street, sidewalk, walkway, view of street, sidewalk or sign shall be trimmed by the Business Partner as needed or as directed by the District. Trees must be lifted and maintained to a minimum of fifteen (15) feet over all road surfaces, eight (8) feet over all sidewalks and pedestrian walkways and eight (8) feet elsewhere. (Large shade trees that cannot be adequately pruned from the ground are exempt from the pruning requirements of this section. These trees are not exempt from the lifting requirements of this section).
7. Palm trees will be pruned as needed to remove dead fronds, seed pods, loose boots and weak stalks or no less than every three (3) months.
8. Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape debris by the use of forced air machinery.
9. Clean up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees will be done as needed.
10. All turf, shrubs, ornamentals and groundcovers will be monitored for pests, disease and nutrient problems and treated accordingly when found.
11. Beds with mulch, bark, or chips will be replenished on an annual basis.
12. All landscape debris on curbs, sidewalks, paved areas, etc. generated by mowing shall also include immediately sweeping and/or blowing clippings off in a direction away from buildings, planting beds and cars. Clippings and debris shall never be blown into storm water inlets or ponds.
13. All areas shall be kept free of grass clumps and excess debris.
14. Inspection, cleaning and adjustment of irrigation system components on the property will be done on a monthly basis.
15. The Business Partner will haul away all landscape debris generated during the performance of this Scope of Work.

Turf Care - St. Augustine Sod

1. Apply six (6) applications of a custom blended fertilizer every other month.
2. Apply four (4) applications of insect control in the months of March/April, May/June, July/August and September/October.
3. Apply two (2) applications of disease control in the months of January/February, and November/December.
4. Supplemental/additional insecticide applications will be provided in addition to the normal preventative program as needed to provide control.

5. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus and associated disease problems.
6. All fertilizers utilized under this program will be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application. A sample of the soil product should be taken to determine best mix of fertilization at least twice (2) per year.
7. Additional applications of insecticide, if necessary, at no additional cost to Owner, will be done to control Chinch Bugs, Army Worms, Sod Webworms, and Grubs.
8. If after any application of fertilizer streaks, it will be re-applied at no charge to the Owner.

Turf Care – St. Augustine Sod (Continued)

9. Weeds of the broadleaf variety Sedge and "grassy" type in turf areas are to be eliminated by treatment spring and fall or as otherwise necessary on a more frequent basis as required to maintain healthy and beautiful grass.
10. Shrubs will be fertilized twice (2) annually with fertilizer and Merit or Athene for pest control. Granular or liquid products may be used depending upon weather conditions.
11. Fertilizer shall be customized as deemed necessary by the Business Partner to accommodate the existing soil conditions.
12. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Turf Care – Bahia Sod

1. Apply six (6) applications of a custom blended fertilizer every other month.
2. Apply applications of insect control as needed.
3. Apply applications of insect and disease control as needed.
4. Item 4 – 10 in listed for St. Augustine Sod also applies for Bahia.
5. Fertilizer shall be customized as deemed necessary by the Business Partner to accommodate existing soil conditions.
6. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Turf Warranty

If the grass covered under this turf care program dies, the affected grass will be replaced by the Business Partner at no charge to the Owner. However, the Business Partner's liability will be limited to conditions it can reasonably control. Conditions that are considered beyond the Business Partner's reasonable control are:

1. Nematodes, diseases, insects and weeds that are untreatable with currently available chemicals.
2. Lack of sufficient water due to municipality's failure to supply.
3. Acts of God.

Tree and Shrub Care

1. Apply two (2) applications of a custom blended fertilizer in February/March and September/October.
2. Apply applications of insect and disease control as needed.
3. Fertilization and control of insects and disease on shrub and palms trees is limited on plants up to twenty-five (25) feet. All trees over twenty-five (25) feet in height are specifically excluded from this scope of work.

4. Fertilizer shall be customized as deemed necessary by the Business Partner to accommodate the existing soil conditions.
5. Any time the Business Partner is applying fertilizer, herbicide, pesticide or any other landscape chemicals; they shall have at least one employee supervising this application who is certified in Best Management Practices by the University of Florida Institute of Food and Agricultural Sciences and the Florida Department of Environment Protection.

Tree and Shrub Care (Continued)

6. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Tree and Shrub Warranty

If a plant or tree dies from insect or disease damage it will be replaced with one that is of a similar variety and caliper acceptable to Owner and shall have a one-year warranty.

Exclusions to this warranty are:

1. Pre-existing uncorrectable conditions. Note: Business Partner accepts all pre-existing conditions unless Business Partner and Owner agree that uncorrectable conditions exist and establish an accounting of the uncorrectable conditions.
2. Nematodes, borers, and locusts.
3. Acts of God.
4. Diseases and insects that are untreatable with currently available chemicals. Note: Business Partner agrees to treat with success all diseases and insects unless the Business Partner and Owner agree that certain diseases and insects are untreatable and establish an accounting of the untreatable diseases and insects.
5. Soil contamination unless the soil has been contaminated by the Business Partner.

Bedding Plant Care

1. All annual bed planting on the property will be changed four (4) times per year during the months agreed to by the Owner and the Business Partner.
2. The contents of all annual beds on the property will be changed four (4) times annually; plant type will be dependent upon the growing season.
3. The District will establish a yearly plan for annual changes with the Business Partner.
4. Soil change will be completed twice per year in the months of April and October.
5. All beds will be cleaned and hand or machine cultivated prior to the installation of new plants.
6. A granular time-release fertilizer and a granular systematic fungicide will be added to the bedding soil at the time of installation.
7. Follow-up applications of fertilizer, fungicide and insecticide will be done as needed to maintain healthy and beautiful plants.
8. Fertilizer shall be customized as deemed necessary by the Business Partner to accommodate the
9. Existing soil conditions.
10. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Bedding Plant Warranty

Any bedding plant that dies due to insect damage or soil born disease will be replaced by the Business Partner under warranty at no charge to the Owner.

Exclusions to this warranty are:

1. Aerial diseases. **Note:** Business Partner agrees to treat with success all aerial disease unless the Business Partner and Owner agree that certain diseases are Untreatable and establish an accounting of the untreatable disease.
2. Acts of God
3. Soil contamination unless the soil has been contaminated by the Business Partner.
4. Freezing.
5. Theft or vandalism.

Bed Dressing

1. Cypress mulch or Pine nuggets will be provided and replenished as needed.
2. Additional mulch applications and/or mulch maintenance required by the Owner will be done by the Business Partner at a price and schedule negotiated by the parties.

Palm Tree Trimming

Palm trees are to be trimmed two (2) times annually to maintain a neat and quality appearance. All dead Palm Fronds should be trimmed and removed as needed. Palms may not be trimmed above the horizontal (3:00-9:00) positions and there shall be absolutely no "pin heading" of palms.

Irrigation - Maintenance/Service

1. **The Business Partner will perform the following inspection and maintenance services once monthly:**
 - a. Activate and visually inspect each zone of the existing system.
 - b. Visually inspect entire property for proper coverage.
 - c. Visually inspect system and report to the Owner any heads, valve boxes, or other equipment in need of repair or replacement.
 - d. Clean or adjust any heads not functioning properly.
 - e. Adjust program controller to the watering needs as dictated by weather conditions.
 - f. Assure proper operation of all control valves.
 - g. Adjust heads for correct arc and rotation as necessary.
 - h. Leave areas in which repairs or adjustments are made neat and free of debris.
2. **Repairs:**
 - a. The Business Partner must obtain Owner approval of irrigation system repairs and component replacement before initializing such work.
 - b. Upon authorization by the Owner, the Business Partner will proceed with such extra Work at a price negotiated by the parties. The negotiated prices shall be agreed upon between the Business Partner and Owner and a standard unit price list will be made a part of any Agreement resulting from this Scope of Work.

GENERAL CONDITIONS

The maintenance work will be done on a routine schedule that is sensitive to the overall function of the property.

1. All Work will be performed during the normal business week of the Business Partner (Monday through Friday) unless otherwise stipulated. All work shall be performed professionally in accordance with generally accepted horticultural principals.
2. The District's Independent Management Company that over sees the onsite management, currently Development Planning & Financing Group, Inc. will be the representative of the District for the purpose of verifying that work performed by Business Partner is done according to the signed Agreement.
3. Business Partner will maintain general liability insurance, property damage insurance, and worker's compensation insurance in amounts acceptable to the Owner at all times while performing the Work. Specific Owner insurance requirements will be specified in the actual Agreement between the Business Partner and Owner.
4. Business Partner will maintain at all times the necessary licenses in the state, county, or city having jurisdiction and any permits required in performance of the Work.
5. Business Partner will comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of September 24, 1965, the Americans with Disabilities Act and other equal employment opportunity legislation.
6. All work performed shall be in strict accordance with the Owner's specifications and all local municipalities and government agencies' requirements, including State/Federal EPA, FDEP, State of Florida codes, ordinances and Statutes.
7. Business Partner shall pay all local, state and federal taxes. If any, applicable to this Agreement, the Services performed pursuant to this Agreement, and the compensation paid to the Business Partner.
8. Business Partner will reimburse Owner for damages by Business Partner to personal and/or real property due to Business Partner's negligence. The Business Partner shall be solely responsible for all damages, injury or destruction to persons (including death) or property that occurs as a proximate result of any act, omission or negligence of the Business Partner, or its agents, officers, directors, and employees, and the Business Partner shall defend, indemnify and hold harmless the District there from.
9. Business Partner shall notify the Owner and the Owner shall secure the approval of those residents whose real property the Business Partner shall require access to in the course of performing work under this Scope of Work.

QUALITY AND INSTALLATION STANDARDS

1. All labor and material is warranted for a period of one (1) year from the date of installation.
2. Business Partner will be responsible for correcting all deficiencies found by Owner's representatives within three (3) working days and prior to invoice submittal.
3. Owner's representative will physically inspect and approve all work within 48 hours of completion of the work.
4. Notwithstanding the above, before performing any work the Business Partner affirms that he has totally familiarized himself with plans and all general notes and requirements as specified. There shall be no deviation from plans unless authorized in writing. No extra work shall be allowed unless a prior written authorization is received from the Owner.
5. Business Partner will supply its own electric power as necessary unless otherwise instructed by Owner.

6. Business Partner will receive a Contract or Executed Proposal from Owner before beginning any work.

QUALITY AND INSTALLATION STANDARDS (Continued)

7. Business Partner may be fined up to \$100.00 per day for non-conformances not corrected within a reasonable amount of time.
8. At all times, Business Partner must:
 - a. Construct, operate, and maintain a safe and healthful work environment.
 - b. Provide its employees the protective clothing, equipment, training, and safety devices necessary to insure compliance with relevant State and Federal Safety and Health standards.
9. Business Partner shall supply Owner with a chemical information list and all MSDS sheets prior to starting work and will update both on an annual basis.
10. Where applicable, Business Partner will provide Owner with a fall protection plan as required by the OSHA 1995 fall protection standards.
11. A Quality Control Checklist for proper grounds maintenance will be developed and completed by the Business Partner and submitted to the Owner each week.
12. The following shall not be allowed on Owner's property:
 - a. Alcohol or illegal drugs of any kind.
 - b. Loud or offensive music.
 - c. Pets or animals.
 - d. Firearms.
 - e. Any non-employee under 18 years of age.

Enclosure A, Schedule of Services, as applicable to each Agreement

Business Partner shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Business Partner and District's standards. Compliance with Occupational Safety and Health Act (O.S.H.A.) All material, equipment, etc. to be used by the Business Partner in the performance of the Services shall conform to all OSHA requirements. The Business Partner shall defend, indemnify and hold harmless the District for any failure by the Business Partner to comply with those requirements.

Business Partner is responsible for the daily personal appearance of landscape personnel. Business Partner shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements. Landscape personnel are prohibited from carrying weapons of any kind, including but not limited to: firearms, nightsticks, martial arts weapons or equipment, batons or any chemical agent spray or liquid.

Business Partner shall agree to remove from the site, whenever required to do so by the District, any employee considered by District to be unsatisfactory or undesirable to the District, within the limits of any applicable laws.

Business Partner shall administer all cost accounting and billing relative to this contract.

Business Partner must have an emergency phone contact available twenty-four (24) hours per day for major irrigation repairs and leaks and the contact must speak and understand the English language fluently. Business Partner must be on-site within two (2) hours when notified of a major irrigation break as may be requested by the Mirada CDD.

Business Partner must attend every District meeting held on a monthly basis.

Business Partner must provide priority emergency clean up services after named storms.

Business Partner is responsible for providing a written report to the District within thirty days of start date of contract outlining any damage to the irrigation system. The District is responsible for any necessary repairs listed on the Business Partner's report.

Business Partner is responsible for providing a written report to District within thirty (30) days of start date of contract outlining any dead turf and/or plant material (trees in excess of fifteen feet height are excluded) present in the Areas to be Maintained. After day thirty (30), if the District has repaired the irrigation system as called for above, the Business Partner is responsible for replacement of any additional dead turf and/or plant material in the Areas to be Maintained that is not caused by age, non-Business Partner vehicle damage, vandalism, or Acts of God. As District replaces dead turf/plant material from Business Partners report, Business Partner is responsible for providing photos or video proof that dead plant material was dead or distressed at the start of the contract period.

Business Partner shall assign an account manager to the property that shall be responsible for the on-site supervision of Business Partners personnel and services being rendered.

The account manager shall communicate with the District Manager at least weekly and such communication shall include, but not limited to the following:

1. Detailed weekly reports of work performed, and detailed and dated enumeration of problems encountered, during service performance, and recommendation for solution.
2. Detailed monthly irrigation reports from irrigation inspection.
3. Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge. All extra work that incurs a cost must be approved in advance.
4. Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge. All extra work that incurs a cost must be approved in advance.
5. All of the above reports and accounts will be delivered to the Community District Manager along with the invoice for the prior month's services; invoice will not be processed for payment until reports are received.

EXHIBIT B: MAP OF SERVICE AREA



--- Legend ---

- TH Lots
- 35' Lots
- 40' Lots
- 50' Lots
- 60' Lots
- Sold
- Pending

*** Shaded = Developed

EXHIBIT C: GRADE SHEET

VISUAL GRADESHEET

A. LANDSCAPE MAINTENANCE – Solterra Entrance	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF MOW (grass height, patterns changed, free of grass clumps and landscape debris)	5		
TURF FERTILITY (dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking)	15		
TURF EDGING (sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines)	5		
WEED CONTROL – TURF AREAS (reasonably free of weeds)	10		
TURF INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	10		
PLANT FERTILITY (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	5		
WEED CONTROL – BED AREAS (reasonably free of weeds)	10		
PLANT BED INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	10		
PRUNING & TREE TRIMMING (15 feet over roadways, 8 feet sidewalks and elsewhere)	10		
CLEANLINESS (debris free, leaf litter, landscape debris)	10		
MULCHING (distributed appropriately, bare areas, recommended is 3")	5		
WATER/IRRIGATION MANAGEMENT	15		
PRIOR MAINTENANCE ITEMS ADDRESSED	5		

B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
MAXIMUM VALUE	145		

Date _____ Score: XX

Contractor Signature: _____

Inspector Signature: _____

(Promote Consistent Maintenance – Landscape Failure at 86%. Deduction based on Quality of Maintenance)