

**POINCIANA  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**DECEMBER 13, 2017**

**Poinciana Community Development District**  
**Inframark, Infrastructure Management Services**  
210 N. University Drive, #702, Coral Springs, FL 33071  
Tel: 954-603-0033; Fax 954-345-1292

December 6, 2017

Board of Supervisors  
Poinciana Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of Poinciana CDD will be held at 11:00 a.m. on December 13, 2017 in the Starlite Ballroom, 384 Village Drive, Poinciana, Florida. Following is the advance agenda for this meeting:

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Audience Comments
4. Approval of October 18, 2017 Meeting Minutes
5. Ratification of Agreement with Clarke Environmental Mosquito Management, Inc. for Midge Control Services
6. Ratification of Agreement with Clarke Aquatic Services, Inc. for Aquatic Maintenance Services
7. Consideration of Agreement with Floralawn, Inc. for Landscape Maintenance Services
8. Consideration of District Management Agreement with Governmental Management Services-Central Florida, LLC
9. Consideration of Resolution 2018-08, Removing and Appointment of Officers of the District
10. District Manager's Report
  - A. Presentation of Financial Statements
  - B. Audit Committee Selection Process
    - i. Appointment of Committee Members
    - ii. Establishment of RFP Evaluation Criteria
    - iii. Authorization to Proceed with RFP
11. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager
12. Supervisor Comments
13. Audience Comment
14. Adjournment

I look forward to seeing you at the meeting. If you need anything in the meantime, please do not hesitate to contact me.

Sincerely,  
*Robert Koncar*  
Robert Koncar  
District Manager

## **Fourth Order of Business**

**MINUTES OF MEETING  
POINCIANA  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Poinciana Community Development District was held Wednesday, October 18, 2017 at 11:00 a.m. at the Starlite Ballroom, located at 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Robert Zimbardi	Chairman
LeRue Stellfox	Vice Chairman
Lita Epstein	Assistant Secretary
Richard Kellogg	Assistant Secretary
David Lane	Assistant Secretary

Also present were:

Chuck Walter	District Manager
Michael Eckert	District Counsel
Lindsay Whelan	District Counsel
Michael Dell’Isola	District Engineer
Russell Simmons	Field Manager
Clarke Representatives	
Residents	

*The following is a summary of the discussions and actions taken at the October 18, 2017 Poinciana Community Development District’s Board of Supervisors Meeting.*

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Mr. Zimbardi called the meeting to order. The Supervisors introduced themselves and a quorum was established.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS**

**Audience Comments**

Hearing no comments from the audience, the next order of business followed.

**FOURTH ORDER OF BUSINESS**

**Approval of August 16, 2017 Meeting Minutes**

Mr. Zimbardi stated each Board member received a copy of the Minutes of the August 16, 2017 Meeting and requested any additions, corrections or deletions.

On MOTION by Mr. Stellfox seconded by Mr. Kellogg with all in favor the Minutes of the August 16, 2017 Meeting were approved.

**FIFTH ORDER OF BUSINESS**

**District Manager’s Report**

**A. Presentation of Financial Statements**

- The Financial Report for the period ending September 30, 2017 was reviewed.
  - It was requested wording in the Memorandum, “Additional changes due to *merger*” be changed to “Additional charges due to *joint meetings*”.
  - Clarification of Check #2511 charges relating to Prof Serv-Field Management was requested.
  - Provide AV Homes account receivables.
  - It was reported Labor Staffing-Rodgers charges have been reversed.

On MOTION by Mr. Kellogg seconded by Mr. Lane with all in favor the financials for the period ending September 30, 2017 were approved and the check register was accepted as modified.

**B. Resolution 2018-06 Amending the General Fund Budget for FY 2017**

- This is a reconciliation for the end of the fiscal year 2017 budget.

On MOTION by Mr. Kellogg seconded by Ms. Epstein with all in favor Resolution 2018-06 Amending the General Fund Budget for FY 2017 was adopted.

**C. Motion Assigning Fund Balance as of September 30, 2017**

- This is the rollover of existing assets to the new fiscal year. It is a carry-over allocating \$155,224 of operating reserves into revenues to fund operations while waiting for fiscal year 2018 special assessments to be collected and provided by the Tax Collector.

On MOTION by Mr. Kellogg seconded by Mr. Stellfox with all in favor assigning the fund balance of \$155,224 to fund fiscal year 2017 operations as of September 30, 2017, was approved.

**D. Discussion and Ratification of Fiscal Year 2018 Insurance Policy**

- Due to time constraints, the fiscal year 2018 insurance policy was renewed for one year at the current terms and conditions. The next renewal in July will be brought back to the Board for review.

On MOTION by Mr. Kellogg seconded by Mr. Lane with all in favor the action by the District Manager to renew the insurance policy for fiscal year 2018 was ratified.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There not being any, the next item followed.

**B. Engineer**

- Kathy Leo is no longer with Atkins. Michael Dell’Isola will be the representative from Atkins working with the District.

**C. Field Manager**

- Proceeding with a FEMA claim regarding damage to control structures after hurricane Irma was discussed. It was noted the FEMA website, Floridapa.org, is a good source of information regarding submitting a claim.

On MOTION by Mr. Kellogg seconded by Mr. Stellfox with all in favor the motion of the Board to not to proceed with filing a FEMA claim was approved.

- The Board will review current insurance policies.
  - i. **Discussion of Maintenance Agreements**
    - a. **Landscape – Floralawn – Expires 10/31/17**
    - b. **Midge – Clarke – Expires 9/30/17**
    - c. **Aquatic – Clarke – Expires 9/30/17**
- Ms. Whelan reported that the Clarke Midge and Aquatic Agreements expired on September 30, 2017. Since the expiration was prior to this Board meeting, a letter was

sent to Clarke to continue the services it provides to the District as set forth in the agreements on a month-to-month basis.

On MOTION by Mr. Lane seconded by Mr. Kellogg with all in favor the action by District Counsel to notify Clarke of a temporary agreement extension was ratified.

- The Board has the option to direct staff to enter into a new one year agreement with Clarke, or request additional proposals.

On MOTION by Mr. Kellogg seconded by Mr. Lane with all in favor one year contracts with Clarke for Midge and Aquatic services with the same price and conditions as the existing contracts were approved.

- The Floralawn contract was discussed and the Board would like to renew the contract with certain terms and conditions.
- A scope of services will be prepared including the issue of throwing of grass clippings into the ponds; and any cutting of a slope on the pond banks should be thrown uphill.

On MOTION by Mr. Kellogg seconded by Mr. Lane with all in favor staff was authorized to send letter to Floralawn requesting an extension of the contract for additional one month period(s) to allow the contractor to prepare a revised scope of services.

- Floralawn will be invited to next CDD meeting to discuss scope of services.
- It was requested Clarke report any landscape maintenance items to Mr. Zimbardi or Mr. Case for follow up.
- A representative from Clarke addressed the problem of access to the pond in the area where the technician fell.
- It was requested that a list of problem access areas be prepared by Clarke and submitted to the District Manager.

**ii. Field Report**

- Field reports were reviewed.
- The Board requested a *Pending Item List* be included with the report.
- The Floralawn report is to separately identify Poinciana and Poinciana West ponds.

**SEVENTH ORDER OF BUSINESS**

**Supervisor Comments**

- Mr. Stellfox proposed RFPs for services of a management company be obtained. It was noted this will be discussed at the Poinciana and Poinciana West Joint meeting.

**EIGHTH ORDER OF BUSINESS**

**Audience Comments**

Hearing no comments from the audience, the next order of business followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. Kellogg seconded by Ms. Epstein with all in favor the meeting was adjourned at approximately 12:05 p.m.

---

Assistant Secretary

---

Robert Zimbardi  
Chairman



## **Fifth Order of Business**

**AGREEMENT BETWEEN POINCIANA COMMUNITY DEVELOPMENT DISTRICT AND CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. FOR THE PROVISION OF MIDGE CONTROL SERVICES**

This Agreement (the “Agreement”) is made and entered into as of the 1<sup>st</sup> day of October, 2017, by and between:

**Poinciana Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida and whose mailing address is 210 North University Drive, Suite 702, Coral Springs, Florida 33071 (the “District”); and

**Clarke Environmental Mosquito Management, Inc.**, an Illinois corporation, whose local address is 3036 Michigan Avenue, Kissimmee, Florida 34744 (the “Contractor”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements and for providing certain services, including midge control services; and

**WHEREAS**, the District desires to retain an independent contractor to provide midge control services within the District, as more particularly shown on the attached **Exhibit A**; and

**WHEREAS**, the Contractor represents that it is qualified, willing and able to provide such services to the District; 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**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, 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. DESCRIPTION OF WORK AND SERVICES.**

**A.** The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the provision of midge control services within the District, as described herein and in **Exhibit B**, which is attached hereto and incorporated herein by reference (the “Services”).

- B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D. The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit B**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

### **SECTION 3. COMPENSATION; TERM.**

- A. As compensation for the completion of the Services, the District agrees to pay the Contractor Eleven Thousand Seven Hundred Fifty Dollars (\$11,750.00) per month, which amount includes all tools, labor and materials necessary to complete the Services. The term of this Agreement shall be from October 1, 2017 through September 30, 2018, unless terminated earlier in accordance with the terms of this Agreement.
- B. If the District should desire additional work or services not provided in **Exhibit B**, 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 a work order, addendum, addenda, or change order to this Agreement as set forth in Section 4 herein.
- C. 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.

**D.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within forty-five (45) days of receipt by the District, or in accordance with Florida’s Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 4. CHANGE ORDERS.** Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor’s compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor’s compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

**SECTION 5. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$1,000,000
Herbicide/Pesticide Applicators Coverage	\$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 6. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or

indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 7. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** 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, such termination to be effective upon the giving of notice of termination.

**SECTION 8. 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 actual damages 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.

**SECTION 9. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 10. 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.

**SECTION 11. 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.

**SECTION 12. 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:

- |                             |   |
|-----------------------------|---|
| <b>A. If to District:</b>   | Poinciana Community Development District<br>210 North University Drive, Suite 702<br>Coral Springs, Florida 33071<br>Attn: District Manager |
| <b>With a copy to:</b>      | Hopping Green & Sams, P.A.<br>119 South Monroe Street, Suite 300<br>Tallahassee, Florida 32301<br>Attn: District Counsel                    |
| <b>B. If to Contractor:</b> | Clarke Environmental Mosquito Management, Inc.<br>3036 Michigan Avenue<br>Kissimmee, Florida 34744<br>Attn: Pete Deglomine                  |

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 parties 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.

**SECTION 13. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. Both 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, both parties

are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 14. 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.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 16. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

**SECTION 17. INDEMNIFICATION.**

- A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 18. 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 19. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) 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 Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 20. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 21. COMPLIANCE WITH PUBLIC RECORDS LAWS.** 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 **Chuck Walter** (“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 (954) 603-0033, CHUCK.WALTER@STSERVICES.COM, 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071, OR 395 VILLAGE DRIVE, SUITE C, POINCIANA, FLORIDA 34759.**



**SECTION 22. 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.

**SECTION 23. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 24. 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

Lindsay Whelan  
Secretary- *witness*

[Signature]  
Chairman, Board of Supervisors

Witness:

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.

[Signature]  
Signature of Witness

By: Peter m Deglomine

Misty Dorff  
Print Name

Print Name: Pete Deglomine

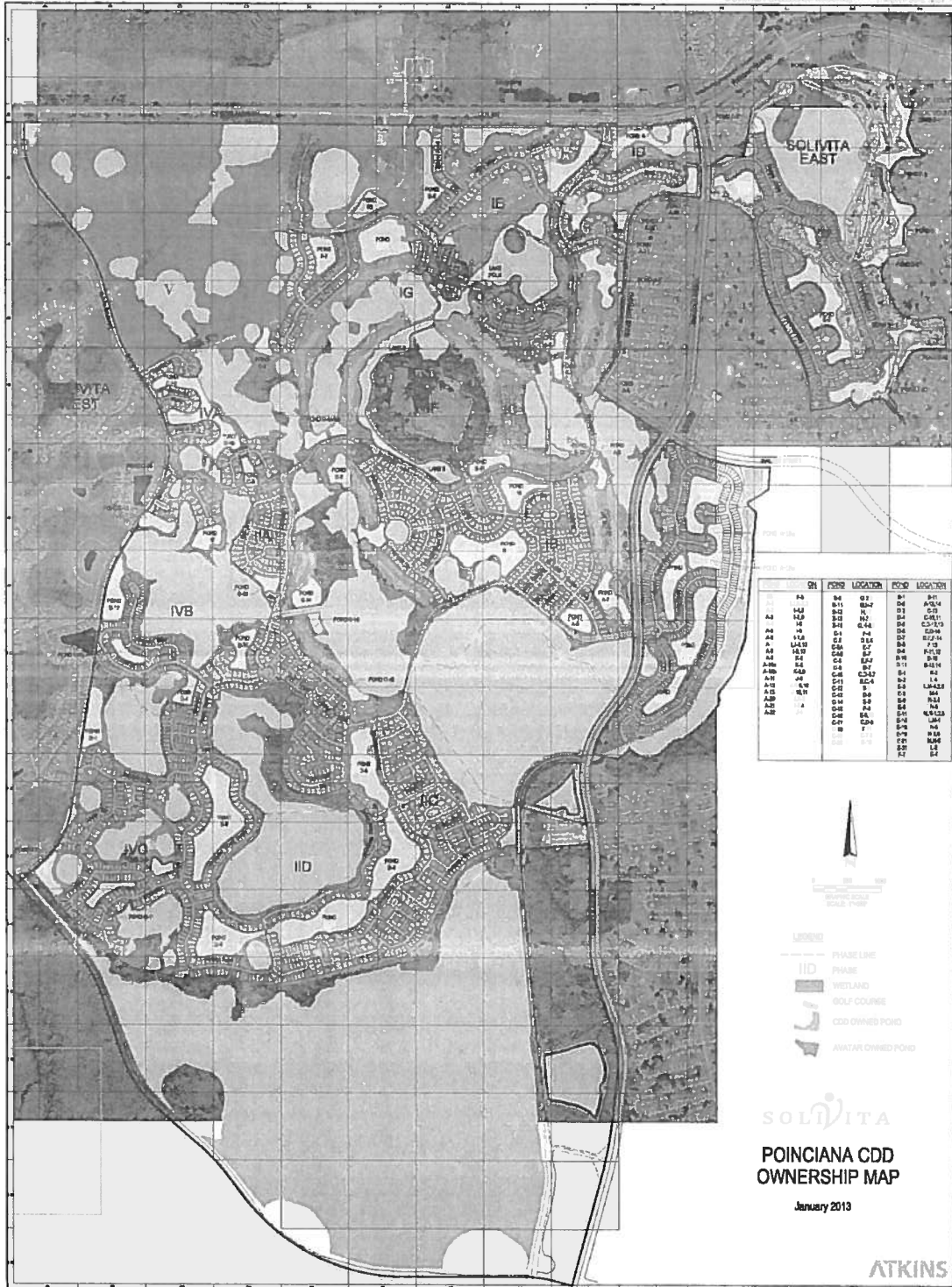
Title: Control Consultant

Exhibit A: Map of District Ponds

Exhibit B: Scope of Services

# EXHIBIT A

## Map of District Ponds



## **EXHIBIT B**

### **Scope of Services**

#### **A. General Conditions:**

- a. Contractor shall do the following:
  - i. Maintain a computer system and record keeping database;
  - ii. Provide educational brochures and public relations regarding aquatic midges to the residents of the District, if requested by the District;
  - iii. Make available an Aquatic Midge Citizen Response Hotline, which will be available to residents of the District; and
  - iv. Provide program consulting and quality control services.
- b. Service Guarantee. Contractor shall respond to and resolve all verbal or written concerns from the District's Board and the District's residents concerning program effectiveness.
- c. Attendance at Meetings. Upon request of the District, Contractor shall attend regularly scheduled District meetings.

**B. Adult Aquatic Midge Management.** Contractor shall perform at least forty (40) separate Ultra Low Volume ("ULV") applications from October 1, 2017 through September 30, 2018. Each application will be an ULV application, which will utilize a community-wide truck that will spray Anvil/Biomist or synthetic pyrethroid insecticide covering up to nine (9) miles of approved street/road areas within the District, and will utilize an ATV to provide treatments covering up to nine (9) miles of shoreline areas. Contractor shall be responsible for scheduling the ULV applications during the year to maximize the effectiveness of its aquatic midge control services. Upon request, Contractor shall also provide notification of community contact, weather limit monitoring and compliance, ULV particle size evaluation, and insecticide dosage and quality control analysis.

**C. Boat / Backpack Blower Larval Control.** Boat or backpack blower treatments will consist of treating the ponds and/or retention areas on the property, up to 119.4 acres. The ponds will be treated using 5% Abate pellets or Abate 4E liquid. The retention areas will be treated throughout the year from October 1, 2017 through September 30, 2018 when midge larvae are present, treatment is deemed necessary by standard observation methods, or in response to resident concerns. Abate pellets shall be the larvicide used and shall be applied at a rate of eight (8) pounds per acre or Abate 4E Liquid shall be applied at 1.5 ounces per acre. Contractor shall be responsible for scheduling the larval control treatments during the year to maximize the effectiveness of its aquatic midge control services.

## **Sixth Order of Business**

**AGREEMENT BETWEEN POINCIANA COMMUNITY DEVELOPMENT DISTRICT  
AND CLARKE AQUATIC SERVICES, INC. FOR THE PROVISION OF AQUATIC  
MAINTENANCE SERVICES**

This Agreement (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of October, 2017, by and between:

**Poinciana Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida and whose mailing address is 210 North University Drive, Suite 702, Coral Springs, Florida 33071 (the "District"); and

**Clarke Aquatic Services, Inc.** an Illinois corporation, whose local address is 3036 Michigan Avenue, Kissimmee, Florida 34744 (the "Contractor").

RECITALS

**WHEREAS**, the District was established to plan, construct, install, acquire, finance, manage, and operate public improvements and community facilities pursuant to Chapter 190, *Florida Statutes*.; and

**WHEREAS**, the District has a need to retain an independent contractor to provide aquatic maintenance services for the stormwater management ponds within the District; and

**WHEREAS**, the Contractor submitted a price quotation and represents that it is qualified to serve as an aquatic maintenance contractor and provide such services to the District.

**NOW THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, 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. MANNER OF CONTRACTOR'S PERFORMANCE.**

**A.** The Contractor shall provide the specific aquatic maintenance services as shown in **Exhibit A**, attached and incorporated herein (the "Services") within the stormwater management ponds within the District as identified in **Exhibit B**, attached and incorporated herein.

**B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services including the Florida Friendly green industry standards of the Florida Department of Environmental Protection. Any

additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.

1. At no time shall the Contractor utilize any products, compounds, or materials that contain copper in any form in any of the water bodies within the project area unless such products, compounds, or materials are specifically approved for usage in water bodies by both the U.S. Environmental Protection Agency and the State of Florida. Usage of such products, compounds, or materials must also be in compliance with applicable Southwest Florida Water Management District (“SWFWMD”) rules and any and all SWFWMD permits issued to the District.
  2. Contractor shall ensure that employees who work with registered and restricted-use herbicides are certified as to qualifications for handling and applying material safely and correctly in accordance with the Florida Pesticide Law administered by the Florida Department of Agriculture and Consumer Services. Due to the presence of wetlands, such employees shall possess a Florida Aquatic Pesticide License and other applicable certifications. The Contractor shall also be familiar with the Fish and Wildlife Conservation Commission’s Chapter 68F-20: Aquatic Plant Management Permits. Prior to the utilization of herbicides on site, the Contractor will furnish to the District, copies of all required licenses and applicable permits for treatment and/or removal of aquatic plants in waters of the State. The Contractor shall at all times abide by each herbicide label.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D. The Contractor shall report directly to the District’s Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A**. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

### **SECTION 3. COMPENSATION; TERM.**

- A. As compensation for the Services described in this Agreement and **Exhibit A**, the District shall pay Contractor Eight Thousand One Hundred Sixty-Six Dollars and Sixty-Six Cents (\$8,166.66) per month, which amount includes all tools, labor, and materials necessary to complete the Services. Compensation shall be paid in accordance with the unit prices worksheet, as shown in **Exhibit C**, attached and incorporated herein. The term of this Agreement shall be from October 1, 2017

through September 30, 2018, unless terminated earlier in accordance with the terms of this Agreement.

- A. If the District should desire additional work or services not provided in **Exhibit A**, 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 a work order, addendum, addenda, or change order to this Agreement as set forth in Section 4 herein.
- B. 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.
- C. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within forty-five (45) days of receipt by the District, or in accordance with Florida's Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 4. CHANGE ORDERS.** Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

**SECTION 5. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation

statutory



General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$1,000,000
Herbicide/Pesticide Applicators Coverage	\$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 6. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 7. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** 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, such termination to be effective upon the giving of notice of termination.

**SECTION 8. 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 actual damages 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.

**SECTION 9. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 10. 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.

**SECTION 11. 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.

**SECTION 12. 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 District:** Poinciana Community Development District  
210 North University Drive, Suite 702  
Coral Springs, Florida 33071  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Clarke Aquatic Services, Inc.  
3036 Michigan Avenue  
Kissimmee, Florida 34744  
Attn: Pete Deglomine

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 parties 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.

**SECTION 13. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 14. 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.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 16. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

**SECTION 17. INDEMNIFICATION.**

- A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 18. 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 19. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) 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 Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 20. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 21. COMPLIANCE WITH PUBLIC RECORDS LAWS.** 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 **Chuck Walter** ("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 (954) 603-0033, CHUCK.WALTER@STSERVICES.COM, 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071, OR 395 VILLAGE DRIVE, SUITE C, POINCIANA, FLORIDA 34759.**

**SECTION 22. 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.

**SECTION 23. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 24. 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.

[SIGNATURES ON NEXT PAGE]

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

**ATTEST:**

**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT**

*Finissey Whelan*  
Witness

*Robert J. Smith*  
Chairman, Board of Supervisors

**CLARKE AQUATIC SERVICES, INC.**

*Misty Derff*  
Witness

*Peter m Deglomine*  
By: Pete Deglomine  
Its: Control Consultant

- Exhibit A:** Scope of Services
- Exhibit B:** Map of Ponds
- Exhibit C:** Worksheet of Unit Prices

# Exhibit A Scope of Services

Poinciana CDD  
Aquatic Plant Maintenance

Scope of Services  
September 2013

## Scope of Services

### I. PROJECT SCOPE

The Contractor shall perform maintenance services of the Poinciana CDD Ponds shown on the map in Exhibit D. Maintenance services of the areas shown in the Contract Drawings will include, but are not limited to, treatment removal and offsite disposal of "nuisance vegetation" and algae treatment. The removal or treatment of nuisance species shall occur at a frequency that prohibits flower or seed production. The maintenance services will comply with the requirements set forth within this Scope of Services. The following is a Project overview describing the various entities within the Poinciana CDD and the limits of service.

#### 1.1 General Overview

Solivita, located in Polk County south of Pleasant Hill Road, is a planned residential community.

#### 1.2 Community Development District (CDD)

The Poinciana Community Development District ("District" or "CDD") is a special-purpose government which was created pursuant to Chapter 190, Florida Statutes and established on the property via an ordinance enacted, ordered and approved by Polk County.

The CDD areas to be included in this aquatic plant maintenance Scope of Services include CDD-managed stormwater management ponds, outfalls and related improvements. These areas are numbered on the attached map.

#### 1.3 Pond Management Program Objectives

The Poinciana CDD desires to manage its stormwater ponds in a way that directs the ponds toward a natural balance that reduces the need for chemical control of aquatic plants utilizing "Florida Friendly™ Landscaping" practices, "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries," Florida DEP, 2008 edition <http://www.dep.state.fl.us/water/nonpoint/docs/nonpoint/gm-ind-bmp-en-12-2008.pdf> and other resources setting forth best practices for the protection of waterfronts. Accordingly, the following objectives for this program are identified:

- To provide responsible environmental ecological management of the lakes and stormwater facilities under the management jurisdiction of the Poinciana CDD.
- To eliminate or bring under control all exotic invasive and problematic native aquatic plants in the CDD's lakes and stormwater facilities.
- To ensure that the lakes and stormwater facilities are maintained to create an environmentally sound and aesthetically appealing aquatic community.
- To use Integrated Pest Management (IPM) practices in meeting these objectives.

Integrated Pest Management is a method of conducting proper aquatic vegetation management with minimum impact on human health, the environment, and non-target organisms. IPM is not a single chemical approach or strategy but a decision-making process that involves a combination of practices to control problems. Control tactics can include cultural or biological measures. For example, reduction of lakeshore fertilizing activities, installation of shoreline plants, stocking triploid carp, pond aeration and/or increased education of the public on IPM practices and potential effects of pesticides on health and the environment might be considered for reaching the desired natural balance. IPM requires more information, thought and team planning than ordinary, single approach management strategies, but the

outcome is a healthier community and environment, and lower management costs. Therefore, the primary service desired from the Aquatic Maintenance Contractor ("Contractor") is the contractor's knowledge about aquatic systems and plant management, and not the Contractor's ability to apply pesticides.

#### 1.4 Contractor Adherence to the Scope of Services

The Contractor shall recognize and perform in accordance with the contract terms, written specifications, and/or drawings contained or referenced herein.

#### 1.5 Access to Jobsite

The District shall furnish access to all areas of the jobsite where the Contractor is required to perform under the terms of this Scope of Services.

### 2. General Requirements and Procedures

The Contractor shall meet the requirements and follow the procedures associated with all items set forth in the Contract Documents including, but not limited to, the following:

#### 2.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the District through its District Manager. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the District Manager or its Designee. The District Manager or its Designee will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the District. The Contractor shall be responsible for security of the maintenance areas during working hours and for locking all gates (if applicable) each day.

#### 2.2 Key Personnel

- 2.2.1 All Services shall be managed and/or directed by key personnel identified by the Contractor in the proposal. Any changes in the assigned key personnel shall be subject to approval by the District Manager. Where applicable, the Contractor shall require that certifications, training, etc., be secured and updated for all employees for the maintenance and technical services performed under this contract.
- 2.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at this site. This Manager shall serve as the point of contact between the District Manager and Contractor. The Project Manager shall be responsible for coordinating all scheduled services with the District Manager and for the timely scheduling of unscheduled maintenance services.
- 2.2.3 Contractor will provide the name and résumé of the onsite foreman that will be responsible for supervising and/or completing all field services. The résumé shall list the firms who have employed the foreman for work similar to that to be performed under the Contract. Contractor must demonstrate that the onsite foreman can identify all the plant species that are included as nuisance vegetation on this project.
- 2.2.4 The Contractor shall ensure that all employees who use or are in contact with registered and restricted-use herbicides are certified as required by the appropriate regulatory agencies and are knowledgeable as to qualifications for handling material safely and correctly in accordance with the



Federal Environmental Pesticide Control Act of 1972 (PL92-516, FIFRA). Such employees shall also possess, or be under the direct supervision of an employee who possesses the Florida Department of Agriculture's Public Applicator Certification for use of restricted pesticides.

### 2.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the District Manager is unsightly of any reason, shall be strictly prohibited. The Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices. Applicators must use at least minimum personal protective equipment (PPE) required by the label of the materials being handled.

### 2.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Solivita community and the Poinciana CDD are knowledgeable of the Project and the Services the Contractor is performing.

### 2.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items necessary to protect its employees and the general public, if applicable.

### 2.6 Facility Location

The District shall not provide a facility on the Project Site for the Contractor as part of this Scope of Services. No fuels, oils or chemicals are permitted to be stored on site.

### 2.7 Subcontractors

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the following shall apply:

- The Contractor shall reserve the right to hire qualified Subcontractors to perform specialized functions or work including specialized equipment as may be required, at Contractor's expense.
- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

**2.8 Consultants**

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall reserve the right to hire qualified consultants to perform specialized functions or work including specialized equipment as may be required, at Contractor's expense
- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

**2.9 Document Control and Data Management****2.9.1 Document Control**

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A document log shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The log shall outline document titles and dates, the originator, received dates, and to/from information. This log shall be updated monthly and submitted to the District Manager when requested.

**2.9.2 Data Maintenance**

The Contractor shall, after review with the District Manager, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

**2.9.3 Data Dispersal**

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the District identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the District Manager.

**2.10 Verification of Data**

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the District Manager verbally and in writing, upon discovery.

**2.11 Ownership of Data**

It is to be understood that all data transmitted, and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the District or third parties, are the sole properties of the District. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the District through the District Manager at the conclusion of the Project, after which no copies of the data may be kept by the Contractor without the express written permission of the District.

The District shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the District immediately upon fourteen (14) days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the District.

**2.12 Quality Control**

The District will have the right, at any stage of the operation, to reject any or all of the Contractor's services and materials, which in the District's opinion does not meet the requirements of these specifications.

If requested by the District Manager, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the District Manager, during these site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the District Manager outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the District Manager with a weekly updated maintenance log addressing all activities occurring in that week.

**2.13 Insurance**

As more fully described in the agreement for services, the Contractor will provide Worker's Compensation, Unemployment Insurance, and any other insurance required by law. In addition, the Contractor will carry Public Liability and Automobile Insurance to the limits required by the District.

**2.14 Materials**

All materials shall conform to bid specifications. The Contractor will meet all agricultural licensing and reporting requirements.

**2.15 Licensing and Permits**

Contractor shall maintain any applicable license and permit requirements of Polk County, the State of Florida, the Federal Government as well as all other requirements of the law.

**2.16 Liability**

Throughout the entire project, Contractor shall be liable for any damage of any kind whatsoever that is caused by the negligence of the Contractor, its agents or employees. Throughout the entire work area, the Contractor shall replace or reimburse the District for the cost of replacement and/or repairs, at the Contractor's own expense, any turf and ornamental plants killed or damaged by herbicide application or mechanical equipment. The Contractor shall be completely responsible for any environmental cleanup resulting from chemical or fuel spills that occur in the course of business.

**2.17 Contractor Responsibilities**

- 2.17.1 The Contractor shall have demonstrated experience in total pond system management. Contractor personnel applying herbicides for the management of aquatic plants shall be certified/licensed by the Florida Department of Agriculture and Consumer Services (FDACS) for Aquatic Pest Control.
- 2.17.2 At a minimum, the job supervisor and ideally all on site personnel shall have been trained in Integrated Pest Management, Florida Friendly management practices or similar best management practices. Evidence of such training will be provided.
- 2.17.3 No pest management treatments are to be conducted unless the problem has been identified and scouted. Integrated Pest Management (IPM) is a decision-making approach to managing invasive and undesirable vegetation. Monitoring and identification of the problem is one of the most important components of IPM.
- 2.17.4 The Contractor will use the least toxic herbicides only when other control methods would not be effective or practical in maintaining the established level of service.
- 2.17.5 The Contractor will avoid disruption of natural enemies by becoming familiar with beneficial organisms. The Contractor will use available charts and literature to evaluate impact of control strategies and their toxicity to specific natural enemies.
- 2.17.6 Pesticide efficacy can vary from one area to another, one location to another, and even from one year to the next in the same location. It is essential when pesticides have to be used to select the correct materials based upon their least toxic impact and efficacy. Record keeping will be used to support selections.
- 2.17.7 Regular monitoring of pest and beneficial populations will determine the optimal times for applying pesticides or other practices and to enhance their effectiveness. The Contractor will control undesirable vegetation during the most vulnerable point in their life cycle or growth period. Young, actively growing weeds are usually the easiest to control or remove. The Contractor will control weeds before they produce seeds.
- 2.17.8 The Contractor will follow the label to determine the rate and method of application. The control action chosen must focus on the site of the problem so that only the areas that need to be treated are targeted. Proper application will maximize effectiveness and minimize effects on beneficial organisms. The goal is to use the most environmentally responsible and effective pesticide.
- 2.17.9 Liquid sprays must not be applied when winds exceed 10 mph to minimize any undesirable drift.
- 2.17.10 Personnel assigned to this contract shall use at least minimum personal protective equipment (PPE) required by the label of materials being handled.
- 2.17.11 The Contractor will establish action thresholds for undesirable plant levels to determine when numbers or situations pose a problem. The Contractor will maintain records of numbers or kinds of problems to track occurrence and to evaluate actions taken
- 2.17.12 The Contractor will adhere to the following pesticide procedures:
- Proper application techniques
  - Knowledge and actions to follow in the event of a pesticide spill

- Proper pesticide transporting and handling procedures
  - Cleaning and calibration of equipment procedures
  - Storage and disposal of pesticide containers
  - Scouting and record keeping – summary reports of pond observations and management strategies are to be routinely filed with the District Manager
  - Strict compliance with each EPA label's PPE requirements
  - Maintenance of up-to-date records of pesticides applied, by treatment area.
- 2.17.13 Use of any product being phased out or banned by State or Federal agencies is prohibited under this contract.
- 2.17.14 The Contractor shall provide at his own risk and cost, all labor, materials, tools, equipment, transportation, hauling, biological controls, pesticides, chemicals and other items needed to perform the aquatic plant management work under this contract.
- 2.17.15 All work shall be performed on weekdays during normal business hours unless other arrangements are made on a case-by-case basis.
- 2.17.16 Access to pond work sites can sometimes be limited; therefore, ATV use rather than truck is preferred. Pond banks, littoral shelves and other portions of the work site shall not be rutted or otherwise damaged. Electric-powered vehicles are preferred where practical, but muffled gas engines may also be used. If needed, each pond is accessible by boat launching from a small truck.
- 2.17.17 Paper, cans, trash, and other debris shall be removed from the surface of storm water retention ponds when the Contractor is using a watercraft as part of his operations.

### COORDINATION

The Contractor shall provide coordination with the District for all items associated with the requirements of this Agreement.

#### 3.1 General Coordination

The Contractor shall provide coordination with the District Manager for all items associated with the requirements of this Agreement.

The Contractor shall be available to meet with the District Manager as appropriate, on a monthly basis for an inspection and walk-through during normal business hours. The inspection shall be scheduled with the District Manager's and the Contractor's representatives with a resulting punch list of problem areas and corrective actions to be reviewed each month or as time allows. The Contractor shall be responsible for immediately notifying the District Manager of any and all issues, damage, and/or decline directly related to the Contractor's scope of work.

Those inspection meetings shall also serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and other issues deemed appropriate by the District Manager or the Contractor. The Contractor shall record and distribute notes of each meeting to all attendees within five (5) business days, as well as other parties with a need-to-know. The District Manager shall set the meeting time and location.

In addition, Contractor shall provide a representative to attend the monthly meeting of the Poinciana CDD Board of Supervisors if requested to do so by the District Manager. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the District Board of Supervisors may have as to the day to day activities at the Project site pursuant to this Agreement.

Coordination of the construction, operation, and general maintenance is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with a need-to-know, is crucial to the success of the Project. While all parties involved with the Poinciana CDD Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager
- CDD District Engineer
- AV Homes, Inc.
- Toho Water Authority
- Polk County and its various departments
- Florida Department of Transportation
- Adjacent property Owners, as directed by the District

### 3.2 Permitting Consideration

Poinciana CDD was permitted through the South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP).

### 3.3 Contractor's Project Manager

The Contractor shall designate an on-site representative with experience in aquatic plant management who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the District Manager and the Contractor. This individual shall maintain at all times a means of being contacted by the District Manager and shall respond to such calls within a reasonable amount of time. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the District Manager of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by the District Manager.

### 3.4 District Awareness

The Maintenance Contractor shall be responsible for notifying the District:

- Of any accidents involving the Contractor personnel or others on the Project
- Of any recommended cultural practices that could be taken by the community, property owners or other contractors to support the objectives of the aquatic plant management program,
- Of any desirable plants that have died or are showing significant damage, whether or not they are believed to be as a result of plant management activities

## 4. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall perform all services necessary to control and remove nuisance vegetation for those areas of the Project Scope that are to maintained on a regularly scheduled basis, with a minimum of monthly. Control shall be defined as the evidence of treatment, of a minimum of seventy percent (70%) noxious and exotic species coverage, of target species to be treated. Noxious and exotic vegetation to targeted for treatment are listed in Section 4.6, below. Maintenance within these areas should be conducted to ensure the control of the targeted

plant species and to prevent re-infestation for the purpose of aquatic system health and aesthetics. The Contractor shall make a complete site inspection of the CDD, specifically the areas of CDD maintenance. Exhibit D includes a plan identifying the general limits of CDD maintenance by area. Services are generally described below.

#### 4.1 General Scope and Practices

##### 4.1.1 Water Bodies Included in the Scope

Exhibit D describes the water bodies included in this scope and their dimensions. The scope generally consists of two parts:

- 1) Maintenance of water bodies shown on Exhibit D to consist of open water areas, shorelines and outfalls of the ponds. The perimeter and surface area of each pond is included in an accompanying table.
- 2) Maintenance of developed littoral shelves in selected ponds for their water-cleansing qualities and habitat values.

##### 4.1.2 Natural Balance of Ponds

The Contractor shall assess the condition of the ponds at the beginning of the contract period and develop a plan directed toward achieving a more balanced condition. The Contractor will routinely appraise the condition of ponds for progress toward such a natural balance. While it is recognized that such a balance might not be reached during the contract period, recommended strategies and maintenance activities will be directed toward that goal and not toward keeping the ponds in a "new pond" condition.

##### 4.1.3 Noxious Weeds

The Contractor shall control submerged, emergent, and floating noxious aquatic weeds growing in the waterways with the use of EPA-approved chemicals in strict accordance of label specifications.

##### 4.1.4 Grass Carp

Sterile grass carp may have already been distributed in the stormwater ponds. The Contractor will be responsible for maintaining outfall barriers per stocking permit requirements and for adding additional fish if that is part of the plan.

##### 4.1.5 Invasive Exotic Weeds

The Contractor shall control submerged, emergent, and floating invasive exotic weeds growing in the ponds and pond banks, including any forested edges, littoral shelves and outfall areas. Specifically, the Contractor shall target and remove all species designated as nuisance and invasive exotic Class I or Class II plant species, as defined by the Florida Exotic Pest Plant Council (FEPPC) 2011 Edition, or as listed below in Section 4.6, within each wetland maintenance area. Such control shall be conducted on an as-needed basis.

##### 4.1.6 Pond Outflows

The Contractor shall maintain all noted pond outflows to allow proper drainage into nearby wetlands. This insures control water levels function as designed.

##### 4.1.7 Native Plants

Native plants are generally to be encouraged to grow to enhance the aesthetics as well as provide a habitat

for native fish and wildlife.

#### 4.1.8 Shorelines and Pond Edges

Close communication with on-site management and District staff is key since the management goals can vary from pond to pond.

#### 4.2 Pond Open Water Maintenance

The Contractor shall be responsible for the development and implementation of a preventative maintenance program. For the algae control portion, the Contractor is responsible for taking all the preventative measures to control algae.

#### 4.3 Littoral Shelf Maintenance

The Contractor shall perform monthly maintenance within the littoral zones. Maintenance will include monthly site inspections, manual removal and/or herbicide application on the littoral shelves and lake banks.

#### 4.4 Wetland Preserve Area Maintenance

The Contractor will perform quarterly maintenance within preserved wetland areas. Maintenance events will include manual removal of emergent nuisance and exotic species and periodical herbicide applications.

#### 4.5 Mitigation Area Maintenance

The Contractor will perform quarterly maintenance within Mitigation Areas. Maintenance events will include the manual removal of emergent nuisance and exotic species and periodical herbicide applications.

#### 4.6 Target Vegetation

The Contractor shall control/remove all nuisance and exotic vegetation including, but not limited to, the following species, if present, within each of the maintenance areas. The following species may be in addition to the 2011 FEPPC list. The limits of the maintenance activities shall be defined as all property waterward of the limits of the turf, including open water areas.

- a. All species of cattails (*Typha* spp.)
- b. Cuban bulrush (*Scirpus cubensis*)
- c. Primrose willow (*Ludwigia peruviana*)
- d. Seedbox (*Ludwigia octovalvis*)
- e. Water primrose (*Ludwigia leptocarpa*)
- f. All nuisance species of the family Fabaceae
- g. Dog fennel (*Eupatorium* spp.)
- h. Caesarweed (*Urena lobata*)
- i. Carolina Willow (*Salix caroliniana*)
- j. Torpedo grass (*Panicum hemitomon*)
- k. Climbing hemp vine (*Mikania scandens*)
- l. Brazilian pepper (*Schinus terebinthifolius*)
- m. Water hyacinth (*Eichhornia crassipes*)
- n. Tropical soda apple
- o. Frogsbit (*Limnobium spongia*)



- p. All species of algae filamentous and suspended
- q. Common duck weed (*Lemna minor*)
- r. *Salvinia* (*Salvinia minima*)
- s. *Hydrilla* (*Hydrilla Verticillata*)
- t. Southern Naiad (*Najas guadalupensis*)
- u. *Azolla* (*Azolla Caroliniana*)
- v. Musk grass (*Chara* spp.)
- w. Giant duckweed (*Spirodela polyrhiza*)

#### 4.7 Maintenance Methodology

Maintenance methodology shall be determined by the vegetative composition within the specific pond areas. Control methods may include, but are not limited to, select herbicide applications, mechanical removal and/or hand removal. Natural recruitment of desirable herbaceous vegetation outside the planted areas shall be generally allowed and shall not be adversely affected by maintenance activities unless otherwise directed by District. It is the intent of the contract to provide a vegetated littoral zone without creating an overgrown appearance.

##### 4.7.1 Hand-Removal Techniques

- a. The Contractor shall remove nuisance species from within the planted littoral zones by hand or as directed by the District Manager to ensure that desirable species are not damaged by maintenance activities.
- b. The Contractor shall be responsible for removing all individuals of the species listed in Item 4.7 above. Contractor shall remove all vegetative parts of the plant, including roots, stems, and flowering/fruitlet parts. The Contractor shall remove all collected vegetation from the site on a daily basis. All material removed from the immediate work site shall be disposed of by the Contractor off the Project Area. Dying biomass of desirable herbaceous vegetation may remain in place.
- c. The Contractor shall use equipment specifically designed for commercial application of herbicides. Equipment shall be kept in good repair and operational condition at all times and shall meet all safety requirements established for the type of work. Equipment is subject to inspection and acceptance by the District Manager or its designee.
- d. The Contractor shall properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, State, and Federal environmental regulations and shall indemnify the District for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.
- e. The Contractor shall ensure that employees who use or are in contact with registered and restricted use herbicides/pesticides are certified as required by the appropriate regulatory agencies and are knowledgeable as to qualifications for handling material safely and correctly in accordance with the Federal Environmental Pesticide Control Act of 1972 (PL 92-516, FIFRA).

Such employees shall also possess, or be under the direct supervision of an employee who possesses, the Florida Department of Agriculture's Public Applicator Certification for use of restricted herbicides. For purposes of the Scope, "pesticides" shall refer to "herbicides."

- f. The Contractor shall provide a Herbicide Summary Report for each location where nuisance species control occurs. These reports shall include specific information including the map of areas treated, the applicator's name, the date, the chemical(s) used, the mixture, the amount applied, the

application rate, the condition of growth being treated, desired results and weather conditions (wind speed and direction, temperature, precipitation) under which it was applied. Completed forms shall be submitted to the District Manager within 10 days of the application event.

- g. The Contractor shall replace desirable trees or other plants, at no cost to the District, that are injured or lost due to the Contractor's negligent acts or failure to perform the Services.

**5.     **Unscheduled Maintenance****

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs related to the Services performed under this Agreement and if required by the District. The following addresses the general procedures for unscheduled maintenance activities.

**5.1     General**

The Contractor shall be responsible for additional maintenance and corrective actions relative to this Scope within the limits described unless directed otherwise by the District Manager. Unscheduled maintenance that results from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and therefore, shall not warrant additional compensation to the Contractor. Unscheduled maintenance that, in the Contractor's and District Manager's opinion, are not as a result of the Contractor's negligent acts or failure to perform the Services, shall be deemed an Additional Service and shall, at the District Manager's election, be made by the Contractor upon receipt of a Work Authorization from the District. When the Contractor determines that an unscheduled maintenance is necessary, the Contractor shall submit to the District Manager a Work Authorization form (Exhibit C) together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the District seven (7) calendar days in advance of the Contractor performing the Services. The District Manager shall return one executed copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price of time-and-materials basis within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the District Manager an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the District Manager and, if requested by the District Manager, shall include copies of invoices from others providing work or materials on the repair.

**5.2     Unscheduled Maintenance**

The contractor shall provide occasional unscheduled maintenance that is in addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the District Manager and shall respond and complete the request within two (2) weeks, or a mutually agreeable time with the District Manager. The Contractor's cost estimate to provide the work shall be approved by the District Manager prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

**5.2.1   Maintenance of Wetlands and Upland Buffer Areas**

- a. The District may require the Contractor to perform selected unscheduled maintenance for aquatic or nuisance species control. Unscheduled maintenance is restricted to exotic and nuisance plants within the buffers or wetlands as these areas are to be retained in their natural state. The use of pesticides, herbicides or fertilizers shall be prohibited in the buffers and the existing wetlands

they protect, except when used in accordance with applicable law and pursuant to permits from agencies having jurisdiction thereover and consistent with the management intent of these buffers and wetlands.

- b. If requested by District Manager, the Contractor shall provide a nuisance species removal plan specific to each protected wetland and buffer area. This plan will detail the methodology and target species within each area. Written approval of the plan by the District Manager will be required prior to implementation.
- c. The Contractor shall replace desirable trees or other plants, at no cost to the District, that are injured or lost due to the Contractor's negligent acts in the performance of the scheduled and unscheduled Service.

#### 5.2.2 Wetland Planting

- a. The District Manager may elect to direct the Contractor to restore aquatic vegetation in planted littoral zones that are identified in the Contract Documents. The work included in the section shall consist of furnishing, planting, and watering all plants of the species, size, and quality in the location indicated or as directed by the District Manager. Further, the work shall include the maintenance of all plants and planting areas until acceptance by the District, and fulfilling all guarantee provisions as herein specified.
- b. Plant transportation shall comply with applicable Federal and State regulations. Upon delivery at the site, all plants shall be inspected for conformity to specifications and for handle damage
- c. Plants specified herein shall be used unless sufficient evidence is submitted to the District Manager indicating the plant is unavailable. Alternate material may be used upon receipt of authorization from the District Manager. No substitutions shall be made without written approval of the District Manager.
- d. The Contractor shall guarantee all planting work for a minimum period of 365 days after the date of installation. The Contractor shall be responsible for the establishment of all species planted. Establishment shall be defined as all plants successfully budding or leafing out. Before final acceptance, the Contractor shall replace at no cost to the District any plant material necessary to meet the above criteria. In the event the Contractor has to replace plant material, the District Manager may allow such plant material to remain through another establishment (365) period.
- e. Materials
  - 1. The Contractor shall furnish all plants of the species requested by the District Manager. All plants shall be true to name as established by the American Joint Committee on Horticulture nomenclature publication "Standard Plant Names."
  - 2. The designated authority for the identification of all materials shall be the two (2) publications of L.H. Bailey, "HortusII" and the "Manual of Cultivated Plants," and all specimens shall be true to type, name, etc., as described herein.
  - 3. If the District Manager elects to request the Contractor to provide trees, all trees shall meet the requirements for a Florida Grade 1, listed under single upright trees in "Grades and Standards for Nursery Plants" established by the Florida Department of Agriculture and Consumer Services.

4. Furthermore, trees shall minimally be the three-gallon size with a minimum height of 4 feet and caliper measure of mid-height of 0.5 inches to 0.75 inches. The actual height of the tree installed in the field shall be dependant on existing site conditions. It is the Contractor's responsibility to ensure each tree has sufficient height to survive under existing field conditions. All trees shall be sound, healthy, and vigorous, exhibit significant apical growth on the main stem, be well branched and shaped within normal habit of growth, of proper color, and densely foliated when in leaf. They shall have healthy, well-developed root systems and shall be free of disease and insect pests, eggs, or larvae.
5. All herbaceous materials shall be provided from the following size classes: four (4) inch pot or bare root.

It is the Contractor's responsibility to ensure each plant has sufficient height to survive under existing field conditions. All plants shall be sound, healthy and vigorous, be shaped within normal habit of growth, of proper color and densely foliated with in leaf. They shall be free of disease and insect pests, eggs, and larvae.

6. In the event that it becomes apparent that any nursery supplying plants for this work has knowingly and consistently represents the grade of plans as being higher than the actual grade as determined by the plant list according to "Grades and Standards for Nursery Plant," all plants already delivered from such source shall be removed from the job at the Contractor's expense, and no further plants will be acceptable from such nursery until written evidence is submitted and confirmed that all materials for delivery have been inspected and approved by the District Manager as being of the grade represented.
7. Container-Grown Plants
  - a.) Container-grown plants shall have been grown in a container large enough and for sufficient time for the root system to have developed enough to hold its soil together firm and whole. No plants shall be loose in the container. Plants which have become pot-bound or for which the top system is too large for the size of the container will not be acceptable.
  - b.) Collected Plants: Collected plants shall be dug with a root spread at least one-third greater than nursery-grown plants of the same species.
  - c.) Bare Root:
    - (1) Plant materials removed from natural or manmade wetlands may be transported to the site as bare root plants. However, some provisions must be made to protect this material, especially the roots, from desiccation. All plant material transported in this manner must be approved in writing by the District Manager before proceeding with the work. Otherwise, no bare root plants shall be used unless specifically required by the District.
    - (2) Bare root plants shall be dug and delivered with roots adequately protected against drying out by means of moist straw, or other approved material. Shipping containers shall be opened and inspected by the Contractor upon arrival and shall be dampened, if necessary. Plants which are not to be immediately planted shall be "heeled-in" in an approved manner, in moist earth or other suitable medium, and shall be

---

properly cared for until planting.

f. Planting:

1. Time of Planting: Plant under favorable weather conditions. At the option of, and under the full responsibility of the Contractor, planting operations may be conducted under unreasonable conditions without additional compensation.
2. The District Manager or its designee shall inspect the plants at the time of planting. Plants will be rejected if improperly planted. Improper planting includes the following conditions: exposed roots, not at the proper depth, or planted in water either too deep or shallow. The Contractor shall be responsible for tagging the newly planted trees with surveyor's tape so that the plants can be easily identified and inspected. Plants may not be stored onsite for more than two (2) consecutive days. Any material stored onsite for longer periods of time may be rejected by the District Manager or its designee. The Contractor should notify the District at least five (5) working days prior to movement of plant material onsite, and shall request the District Manager be present to inspect the plant material as it arrives onsite. The District Manager or its designee may reject all plant material not inspected prior to planting, and the Contractor shall remove and replace rejected material without additional compensation.
3. All containers shall be cut and opened fully, in a manner such as will not damage the root system. Container-grown plants shall not be removed from the container until immediately before planting and with all due care to prevent damage to the root system.
4. The Contractor shall mark each tree planted and shall submit a drawing to the District Manager showing the location of all trees and herbaceous materials planted by the Contractor. The District Manager or its designee will not inspect the sites for final acceptance until this submittal is received.

g. Warranty of Planted Material

1. During planting, the Contractor shall request an inspection by the District Manager near the end of the warranty period. When all plants are acceptable, the Contractor will be notified of warranty compliance.
2. Defective work shall be corrected within five (5) working days of notification by the District Manager. Upon completion of planting, the Contractor shall remove from the site excess soil, planting containers and debris, and repair any damage to structures, etc., resulting from planting operations.
3. The Contractor shall be responsible for assuring that all plants, at the time of final inspection, exhibit the characteristics and qualification required for the grade of plant as originally specified.

5.2.3 Observation and Provisional Acceptance

- a. When the vegetative work is completed, including ongoing maintenance, the District Manager or its designee will make an observation to determine acceptability. The vegetative work may not be reviewed for final acceptance in parts.

- b. Where vegetative work does not comply with the requirements, the Contractor shall replace rejected work and continue specified maintenance until re-observed by the District Manager or its designee and found to be acceptable and will continue the guarantee period. The Contractor shall remove rejected plants and materials promptly from the project site.
- c. At the end of the guarantee period, inspection of plants will be made by the District Manager or its designee upon written notice requesting such inspection, submitted by the Contractor at least three (3) days before the anticipated inspection. All defects discovered shall be repaired or replaced by the Contractor before final acceptance.
- d. Upon completion of the work, prior to Final Acceptance, the Contractor shall thoroughly clean the project site. In addition to removing all equipment, unused materials, deleterious material, and surplus materials, the Contractor shall correct any damaged structures or vegetation altered as a result of the landscape work.

6. Administration/Maintenance/Operations Program

The Contractor shall develop policies and procedures and implement an Administration, Operation, and Maintenance Program. That program shall include, but not be limited to, the following:

6.1 General

- 6.1.1 This program shall be a comprehensive narrative and, where applicable, graphic/diagrammatic explanation of policies and procedures which shall govern the Contractor's Services provided under this Agreement is generally outlined in this Scope of Services. The program document shall contain key information relative to the major components described below.

The program document shall be presented in a three-ring binder using standard 8½" x 11" pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11" x 17" pages for diagrams and/or graphics that fold out. The document shall include as a minimum, a table of contents, section dividers, numbered pages, issuance date of each page, and appendices as required. Each copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data Dispersal)

- 6.1.2 The program documents shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.
- 6.1.2 The Contractor shall prepare draft copies of the document for review and comment by the District Manager within thirty (30) calendar days of the notice to proceed with the Services. The Contractor shall anticipate at least two (2) more additional reviews by the District prior to issuance of the final document. All District Manager comments shall be incorporated into the document. The Contractor shall be responsible for preparing and submitting the following number of copies of the program document to the District Manager.

- First Draft Six (6) bound copies, one (1) unbound copy
- Second Draft Six (6) bound copies, one (1) unbound copy
- Third Draft Six (6) bound copies, one (1) unbound copy
- Final Document Ten (10) bound copies, two (2) digital copies on CD

6.2 Administration

- 6.2.1 The administrative sections of the program document shall, at a minimum, address those

- functions which are the responsibility of the Contractor related to all administrative matters generally described in the Scope of Services and as outlined below.
- 6.2.2 Organizational charts for administrative management functions include key personnel names, job titles, and phone numbers.
  - 6.2.3 Policies and procedures related to the Contractor's program for communications with the Solivita community relative to general maintenance operations and customer services.
  - 6.2.4 Policies and procedures related to the coordination and communications with developers, builders and others who are a part of the continuing development and construction of the Solivita community.
  - 6.2.5 Personnel policies and procedures related to the Contractor's personnel performing Services on the Poinciana CDD site.
- 6.3 Operations
- 6.3.1 The operations section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all operations/customer service matters generally described in the Scope of Services and as outlined below.
  - 6.3.2 Organizational charts for operations and customer service related functions include key personnel names, job titles, and phone numbers.
  - 6.3.3 Policies and procedures related to emergency situations including 24-hour notification, emergency phone numbers, Contractor mobilization and response time (refer to Section 7.2, Emergency Response Program for further details), and so forth.
- 6.4 Maintenance
- 6.4.1 The maintenance section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all maintenance matters generally described in the Scope of Services and as outlined below
  - 6.4.2 Contractor shall provide all safety equipment required by the activities outlined in this Scope. Employees shall be provided safety equipment and proper instruction/certification for their work assignments. All equipment, safety gear, and herbicide spray apparatus shall be maintained in good working order.
  - 6.4.3 All gates shall be closed and locked if applicable after accessing pond to perform maintenance services.

The Administration, Operation, and Maintenance Program shall be submitted by the Contractor for review and approval by the District Manager. The Contractor shall modify the program as required by the District Manager.

7. **Response Time and Emergency Response Program**

The Contractor shall provide services and repairs within the amount of time indicated in the Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

---

**Emergency Response Program**

The Contractor shall develop, implement and maintain an Emergency Response Program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Fish Kills
- Chemical Spills
- Equipment Failures
- Water Quality Monitoring Results out of compliance

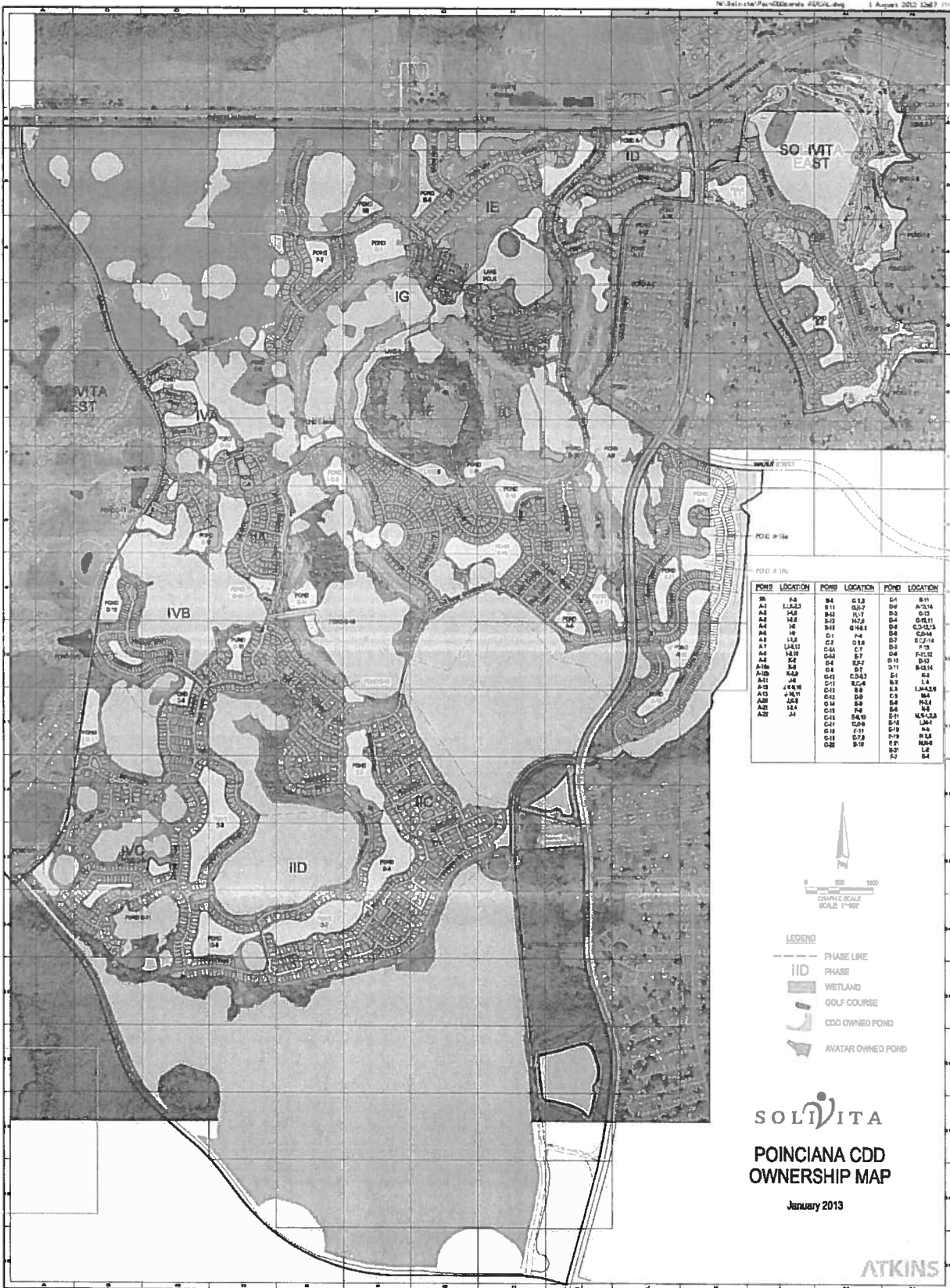
Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency.
- Procedures for notifying the District, District Manager, the Solivita community, AV Homes, and other utility companies or regulatory agencies affected by the listed emergency.
- The Contractor shall prepare, maintain, and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the District.

The ERP Manual shall be included in the operations section of the Administrative/Maintenance/ Operations Program (refer to Section 6 for further details).



# Exhibit B Map of Ponds



## Exhibit C Worksheet of Unit Prices

POINCIANA CDD  
Aquatic Plant Maintenance RFP 2013-101

### EXHIBIT A – WORKSHEET FOR UNIT PRICES

POND ID	PERIMETER (in linear feet)	FREQUENCY OF SURFACE TREATMENT	COST PER TREATMENT	FREQUENCY OF LITTORAL TREATMENT	COST PER TREATMENT
		(e.g., monthly, quarterly)		(e.g., monthly, quarterly)	
A-1	3,441.79	monthly	\$148.70	monthly	
A-2	2,702.46		\$120.45		
A-3	832.33		\$170.01		
A-4	787.31		\$116.01		
A-5	691.52		\$114.84		
A-6	1,159.55		\$119.91		
A-7	2,182.01		\$135.09		
A-8	1,273.14		\$128.53		
A-9	2,550.28		\$415.40		
A-10a	782.48		\$116.69		
A-10b	1,508.79		\$126.00		
A-11	2,180.17		\$138.00		
A-12	3,013.30		\$533.91		
A-13	1,902.65		\$283.10		
A-20	1,657.14		\$120.97		
A-21	1,636.66		\$120.37		
A-22	807.54		\$116.47		
B-1	2,770.82		\$146.21		
B-11	1,547.76		\$127.21		
B-15	1,898.28		\$131.75		
B-16	3,240.04		\$171.81		
C-1	2,313.69		\$137.80		
C-2	1,142.12		\$119.74		
C-3	731.38		\$114.74		
C-8a	884.07		\$117.77		
C-8b	760.42		\$110.28		
C-8	1,460.83		\$120.48		
C-9	1,060.33		\$114.48		
C-10	5,687.40		\$690.91		
C-11	1,343.58		\$124.85		
C-12	2,148.37		\$310.65		
C-13	1,021.03		\$180.67		
C-14	1,358.27		\$130.47		
C-15	1,401.78		\$123.47		
C-16	621.08		\$116.66		
C-17	1,204.13		\$128.66		
C-18	855.21		\$117.08		
C-19	664.34		\$115.10		
C-20	1,338.86		\$128.28		
D-1	2,035.44		\$140.05		
D-2	1,653.56		\$125.19		
D-3	931.64		\$128.99		
D-4	1,251.60		\$137.97		
D-5	4,149.93		\$205.97		
D-6	2,790.28		\$113.49		
D-7	3,630.84		\$190.20		
D-8	3,395.42		\$136.35		
D-9	3,107.86		\$168.13		
D-10	1,734.38		\$128.94		
D-11	1,822.52		\$127.14		
E-1	1,844.39		\$338.67		
E-2	698.94		\$141.43		
E-3	6,195.30		\$770.60		
E-5	1,102.66		\$117.34		
E-6	2,060.29		\$127.99		
E-8	228.93		\$10.95		
E-11	3,278.45		\$130.44		
E-15	701.29		\$116.51		
E-18	1,504.33		\$116.01		
E-19	1,687.91		\$201.50		
E-21	3,052.60		\$134.80		
E-31	895.97		\$115.34		
F-7	1,514.21		\$130.19		
TOTALS	116,627.23				

Included in surface treatment price

## **Seventh Order of Business**

**AGREEMENT BETWEEN POINCIANA COMMUNITY DEVELOPMENT DISTRICT  
AND FLORALAWN INC. REGARDING THE PROVISION OF  
LANDSCAPE MAINTENANCE SERVICES**

**This Agreement** (the “Agreement”) is made and entered into this 13<sup>th</sup> day of December, 2017, by and between:

**Poinciana Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the “District”); and

**Floralawn Inc.**, whose address is 734 S. Combee Road, Lakeland, Florida 33801 (the “Contractor,” and together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscape improvements and other public infrastructure; and

**WHEREAS**, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; and

**WHEREAS**, Contractor represents that it is capable of providing such services and desires to contract with the District to do so 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**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, 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. DESCRIPTION OF WORK AND SERVICES.**

**A.** The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials described herein and in **Exhibit A** (the “Services”), attached hereto and incorporated by reference herein, within the District, as depicted in **Exhibit B**, attached hereto and incorporated herein by reference.

**B.** In the event of extreme severe weather, such as a hurricane and other extreme wind or water events, the Contractor shall provide the additional professional services as

- shown in **Exhibit C**, Emergency Preparedness Plan, attached hereto and incorporated herein by reference.
- C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.
  - D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
  - E. In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time 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.
  - F. The Contractor shall report directly to the District’s Designee who shall be the District’s Field Services Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A** on the property as provided in **Exhibit B**. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

### **SECTION 3. COMPENSATION; TERM.**

- A. The term of this Agreement shall be from December 13, 2017 through September 30, 2018 unless terminated earlier in accordance with the terms of this Agreement.
- B. As compensation for the services described in this Agreement, the District agrees to pay the Contractor Eleven Thousand Nine-Hundred and Seventy Dollars and Forty-Two Cents (\$11,970.42) per month, which amounts includes all tools, labor, materials and items necessary for the completion of the Services by the Contractor.
- C. Services involving the installation of pine straw/mulch and annuals are not included in the monthly total noted in Section 3(B) herein. Such services shall be provided at the written direction of the District pursuant to the rates depicted in **Exhibit A**. If the District should desire additional work or services not provided in **Exhibit A**, 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 a work order, addendum, addenda, or change order to this Agreement.
- 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 forty-five (45) days of receipt by the District and in accordance with Florida's Prompt Payment Act. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 4. CHANGE ORDERS.** Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service is a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event this Agreement is not a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

**SECTION 5. COVENANT.** 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 and design standards and practices for projects of similar design and complexity as the development occurring within the District; (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; and (iii) in an expeditious and economical manner consistent with the best interest of the District. 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.

**SECTION 6 INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide District with a certificate naming the District, its officers, agents and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 7. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental

authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 9. 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 actual damages 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.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. 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.

**SECTION 12. 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.

**SECTION 13. 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 Contractor:** Floralawn, Inc.



734 South Combee Road  
 Lakeland, Florida 33801  
 Attn: Brad Thompson

**B. If to District:** Poinciana Community Development District  
 135 West Central Boulevard, Suite 320  
 Orlando, Florida 32801  
 Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
 119 South Monroe Street, Suite 300  
 Post Office Box 6526  
 Tallahassee, Florida 32314  
 Attn: Michael C. Eckert

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 parties 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.

**SECTION 14. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 15. 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.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 17. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

**SECTION 18. INDEMNIFICATION.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder.

**SECTION 19. 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 20. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) 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 Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 21. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 22. COMPLIANCE WITH 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 **George Flint** (“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 (407) 841-5524, GFLINT@GMSCFL.COM, OR 135 WEST CENTRAL BOULEVARD, SUITE 320, ORLANDO, FLORIDA 32801.**

**SECTION 23. 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.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 25. 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.

[SIGNATURES ON NEXT PAGE]

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

**Attest:**

**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Witness:**

**FLORALAWN INC.**

\_\_\_\_\_  
(Signature of Witness)

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

Its: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Map
- Exhibit C:** Emergency Preparedness Plan

**Exhibit A**

**Scope of Services**

**LANDSCAPE MAINTENANCE SPECIFICATIONS**

**1. MOWING**

Uniformity in turf texture and appearance shall be provided. Mowing shall be performed with specified mower types & blades to provide a quality cut as listed in **Appendix I**. The pond banks shall be mowed in one direction, if possible, to reduce the amount of grass clippings being displaced and/or blown into the ponds; provided, that mowing patterns shall be rotated (where applicable) to minimize scalping and rutting by mower wheels and to minimize soil compaction. Grass cutting height shall be between 3.5 - 4.5 inches for St. Augustine and 3 ½ to 4 inches for Bahia.

Contractor must use alternate methods of mowing areas where the ground is too wet to allow safe and proper mowing. Contractor will notify Property Manager within 24 hours and contractor shall use string trimming or fly mower instead of regular lawn mowers for service.

- **ST. AUGUSTINE TURF AND IRRIGATED BAHIA TURF**

Mowing of all turf areas no less than once every seven (7) days during the months of April 1<sup>st</sup> to October 31<sup>st</sup>.

Mowing of all turf areas no less than once every fourteen (14) days from November 1<sup>st</sup> to March 31<sup>st</sup>.

- **NON-IRRIGATED BAHIA TURF**

November thru April	1 mow per month (1 <sup>st</sup> week of the month)
May & June	2 mows per month (1 <sup>st</sup> and 3 <sup>rd</sup> week of the month)
July thru September	4/5 mows per month (every week)
October	2 mows per month (1 <sup>st</sup> and 3 <sup>rd</sup> week of the month)

**2. EDGING**

Defined as the outlining and/ or removing of turf by use of a mechanical edger. Chemical or string edging will be allowed with prior approval of the District in special instances.

Contractor shall neatly edge and trim around all plant beds, curbs, walks, streets, trees, plants and building areas by use of mechanical edgers. The shape and configurations of plant beds shall be maintained as instructed by District.

The edging of all sidewalks, curbs, pathways, and other paved areas will be completed no less than once every seven (7) days during the months of April to October and no less than once every fourteen (14) days from November 1<sup>st</sup> to March 31<sup>st</sup>. Edging will be done within 24 hours of the scheduled mowing service.

The edging of all planting beds will be completed every other mowing to avoid over detailing of bed areas. Care shall be taken as not to injure tree trunks or plant materials during the edging operations.

### **3. DETAILING OF PLANTED AREAS**

This service is defined as the trimming, weeding by mechanical or chemical means, 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. Weeding would include the weeding of all beds (including cut turf runners), walkways, decks, curbs and concrete joints. Chemical controls may only be used if adjacent desirable plants are guaranteed not to be injured. Contractor shall maintain a valid Florida Pesticide Applicator's License and use chemicals in strict accordance with Federal, State & County directives on environmental control. Chemicals must have EPA approval #'s and labels made available to the District per request. American National Standards Institute (ANSI) regulations are to be observed.

- Pruning services will be performed at minimum one (1) time per month year round.
- Weeding services will be performed at minimum bi-weekly year round.
  - At no time are weeds in excess of one square foot of ground cover in one location or 8" in height acceptable.

### **4. TREES**

Trees in pedestrian walkway areas will have a clearance maintained up to eight (8' – 10') feet in height. Trees along roadways, entrances, and driveways will have a clearance maintained up to ten (10- 12') feet in height.

Palm trees up to (12') feet of clear trunk will be trimmed based on University of Florida's recommendations of 100% browning. All Palms on property will be trimmed at 3 to 9 o'clock. Palm trees up to 12 foot (ct) will be pruned during the routine detail rotation.

Fronds removed before such time will be at the request of the District, with the District taking ownership for the health and any long term horticultural decline that may occur. Careful trimming procedures shall be followed to prevent damage to any portion of the tree, especially the crown, shaft & bud areas.

Palm trees over (12') feet clear trunk (ct) will be pruned at least once per year at 3 to 9 o'clock. *This includes all common areas.*

Sucker growth shall be removed monthly according to "trimming" specifications. Sucker growth is defined as the shoots that sprout out around the base and clear trunk area of a tree or crape myrtle trunk.

Crape Myrtles (if applicable) will be pruned one (1) time per year in late winter UNLESS otherwise specified by the District. It is possible that some Crape Myrtles will be allowed to grow into trees. University of Florida's recommendations shall be followed in Crape Myrtle pruning:

- Remove suckers from the bottom of the plant.
- Remove crossed, damaged, or diseased branches. For crossed branches, remove the weaker of the two limbs that are crossing or rubbing.
- Prune the tips of the branches to remove old flowers. If old blooms are removed, a second blooming may occur.
- Remove old flower buds at the beginning of the season, which will encourage new growth activity.
- Thin out small twiggy growth to allow air to better circulate in the canopy.

## 5. BLOWING

Sidewalks, curbs and other paved surfaces adjacent to turf and/ or other landscaped elements will be kept clean of unwanted debris generated by the Contractor by the use of forced air machinery. The Contractor shall ensure that there are no leafs or grass clipping blowing into the ponds.

## 6. MONITORING

All turf, shrubs, ornamentals and groundcovers are to be monitored for pest, disease and nutrient problems with positive findings being reported, in writing. If the problem is a covered item under the provisions of this contract, immediate steps will be taken to rectify the problem. If a treatment is not in effect or not available, contractor will provide an estimate based on time and materials needed for effective treatment.

## **7. TRASH REMOVAL**

Contractor will police the entire site prior to mowing to remove litter. Contractor will remove all debris and/or litter from all areas maintained under this contract during every visit.

## **8. DEBRIS REMOVAL**

Contractor is responsible for the removal of any maintenance-related debris from the property no later than the end of the day where the debris was generated.

## **9. DEAD WOOD/ MATTER**

Dead or otherwise hazardous (broken) tree branches shall be removed promptly if they are within fifteen (15') feet of a hard surface. Dead or otherwise hazardous tree branches that are above the contract specifications should be brought to the attention of the District for pre-approval and subsequent immediate removal.

All extraneous leaves, weeds, trash, limbs and debris shall be removed from lawn and plant beds.

## **10. CONTRACTOR'S PERFORMANCE AND APPEARANCE**

The landscape maintenance contractor shall perform all work required to fulfill the spirit and intent of the Contract. The workers shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum and stage their work from a location on the site out of the main stream of the users. In general, the landscape maintenance contractor's presence on the site shall be as inconspicuous as possible.

## **11. NEGLECT AND VANDALISM**

Turf, shrubs, trees or plants that are damaged or killed due to landscape maintenance contractor's operations, negligence or chemicals, shall be replaced immediately at no cost to the District. If plant damage or death is caused by conditions beyond the landscape maintenance contractor's control, replacement shall be at the District's expense.

Sprinklers or structures that are damaged due to the landscape maintenance contractor's operations must be replaced by the landscape maintenance contractor immediately at his expense. Damage caused by others shall be promptly brought to the District's attention.

All water damage resulting from Contractor's negligence shall be corrected at Contractor's expense.



All damage to or thefts of landscaping and irrigation installation not caused or allowed by Contractor shall be corrected by the Contractor at the District's expense upon authorization to proceed.

## **16. QUALITY**

All landscaping materials installed must meet or exceed all state and/or local codes and/or ordinances of the State of Florida (Florida #1 or Florida Fancy Plants and Trees) All plants shall be healthy, well branched and densely foliated, with well-developed root systems, free of disease and insect pests. The District reserves the right to reject any plant material(s) that if feels does not meet expectation.

## **FERTILIZATION AND PEST CONTROL SPECIFICATIONS**

### **GENERAL REQUIREMENTS**

1. Pond banks shall be fertilized semi-annually. This should only be done by owner's request.
2. Technicians will give appropriate notification to persons in the immediate area of impending chemical applications.
3. Application reports giving the date, type of chemical applied, application rates, name of technician and company shall be given to the District's management company.
4. Copies of manufacturer labels and Material Safety Data Sheets shall be provided to the District's management company.
5. All materials will be used as approved for intended use by the regulatory standards.
6. All materials shall be applied per the manufacturer's specifications and guidelines.
7. Lawn and pesticide signs shall be posted at the home or common area after the use of chemicals for safety and compliance.
8. The District Manager and representatives of the District reserve right to be present when chemicals are being mixed and applied.
9. Specifications are performance based and ultimately insect/disease & weed control to the complete satisfaction of the District is the responsibility of the contractor.

### **TURF CARE SPECIFICATIONS: *St. Augustine Turf***

Contractor shall provide fertilization & insect, disease & broadleaf (primarily but not exclusively) weed control to all areas of St. Augustine turf. The following is a recommended guideline the Contractor should follow:

All fertilizers utilized must contain a nutrient package specifically blended for Florida's unique landscapes and will have a minimum of 50% slow release nitrogen source to ensure extended performance. A complete minor element package shall be included with each application to insure that all of the requirements for a Florida landscape are provided for. The method of application will be dependent upon the landscape layout.

- The lawn treatments should consist of a minimum of **four blanket applications** and minimum **three IPM** visits by a qualified technician or **as specified in the contract**. Premium product will be used to prevent surge growth, but still allow for an attractive, healthy, vigorous lawn.

**IPM Defined-** Contractor must utilize and employ an Integrated Pest Management Program or IPM program. This program is designed based off of key points of interest suggested by the University of Florida. The key elements are as follows:

1. **Prevention-** Proper planting, maintenance, and sanitation practices.
2. **Cultural-** Employment of good horticultural practice to optimize plant health.
3. **Scouting-** Trained personnel diligently scout property for signs of disease or infestation.
4. **Identification-** The appropriate means are taken to diagnose the cause.
5. **Program Implementation-** Contractor personnel must use the least noxious means of pesticide/bio-rational application to remedy situation. Ultimately, Contractor recommends the best course of action to follow.
6. **Follow up-** Trained personnel follow up on progress of treatment plan and report back to the District.

Contractor must employ methodology consistent with “Florida Green Industries Best Management Practices.”

In Polk County with an adopted fertilizer ordinance, the Polk ordinance shall prevail and serve as a guide to nutrient selection and timing. Please check the following Polk County ordinance at [http://polk.ifas.ufl.edu/AG\\_Safety/files/pdf/publications/laws/PolkCoFertilizerMgmtOrdinance.pdf](http://polk.ifas.ufl.edu/AG_Safety/files/pdf/publications/laws/PolkCoFertilizerMgmtOrdinance.pdf)

**Turf Weed Control:** The control of broadleaf weeds will be included in the Contractors program. Herbicides should be applied only when temperatures are below 90 degrees and wind drift is at a minimum to avoid turf damage.

- Due to the unavailability or restricted use of effective control products, the prevention or control of Crabgrass, Bermuda grass, and select Sedges are not part of this proposal. It is understood that at the expense of the District, any areas of select Crabgrass, Bermuda & select Sedge can be replaced by the Contractor.
  - Weed control is to be maintained at no less than 90%.

**Turf Insect Control:** The appropriate pesticides will be used for lawn damaging insects. Turf

will be inspected on a regular basis by a qualified technician or other qualified personnel for any follow up necessary.

- Ant control and other pesticide and/or fungicide applications above and beyond the standard program will be included in this contract.
- Preventative grub control is expected and curative spot control is also expected.

### **TURF CARE SPECIFICATIONS: *Bahia Turf***

Bahia grass has the ability to withstand extended periods of time without rainfall or irrigation. Most weeds do not possess this ability and thus drought tolerance is the turf's primary means of survival. Irrigation (where applicable) will be eliminated in all Bahia turf areas. If requested by the District, the contractor will provide a price for Bahia fertilization.

### **WARRANTY**

If the turf included in this "turf care program" dies due to damage from biotic agents such as insects or diseases or from abiotic factors such as fuel spills or fertilizer burn, the turf will be replaced at no expense to the District.

### **SMALL TREE/SHRUB CARE (<10') PROGRAM:**

**Fertilization:** Tree and shrub fertilization frequencies will be performance based, not treatment based. It is expected that the Contractor use a complete fertilizer blend with all necessary minor elements. The blend should be 50% slow release or an equivalent.

- Transplanted trees less than 3 years old will be included in standard program; trees over that age will be fertilized with the lawn application.
- In Polk County with an adopted fertilizer ordinance, the Polk County ordinance shall prevail and serve as a guide to nutrient selection and timing.

**Integrated Pest Management:** Pesticides will only be used on an as-needed basis and only in the general areas having the problem. A curative approach shall be implemented for insect and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either, health or aesthetics. In areas where problems persist, then a preventative approach should be implemented.

- Contractor personnel should be diligent in their scouting of damaging pests and disease. Horticultural pest control and or appropriate recommendations will be made to minimize

injury to ornamental plants. This is to be achieved by monitoring the property and a complete service and inspection at minimum every eight (8) weeks.

### **ORNAMENTAL PALM TREE PROGRAM:**

**Fertilization:** Tree fertilization frequencies shall be performance based, not treatment based. It is expected that the Contractor use a complete fertilizer blend with all necessary minor elements. The blend should be 100% slow release. Contractor will use premium products at the recommended rate to prevent any surge growth, but still allow for an attractive, healthy, vigorous landscape.

- Therapeutic applications of minor elements are to be included to ornamental palms indicating need.
- In Polk County with an adopted fertilizer ordinance, the County ordinance shall prevail and serve as a guide to nutrient selection and timing.

**Palm Integrated Pest Management:** Pesticides will only be used on an as-needed basis and only in the general areas having the problem. A curative approach shall be implemented for insect and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either, health or aesthetics. In areas where problems persist, then a preventative approach should be implemented.

- Contractor personnel should be diligent in their scouting of damaging pests and disease. Horticultural pest control and or appropriate recommendations will be made to minimize injury to ornamental plants. This is to be achieved by monitoring of the property and a complete service and inspection at minimum every eight (8) weeks.
- Bud and root drenching for specific insect/disease problems are not to be included but can be priced separately if needed and completed upon approval from the District.

### **WARRANTY**

If a plant, shrub or tree dies from insect or disease damage while under this tree/ shrub/palm care program, it will be replaced, at no cost to the District, with one of equal value and that is reasonably available and approved by the District.

### **IRRIGATION MAINTENANCE SPECIFICATIONS**

This service is defined as inspection & repair of the irrigation system by the contractor for the

community common areas. Any damage caused by contractor activity shall be repaired by the contractor at the contractor's expense.

Minor repairs will be made at the time of inspection or during work order process on a monthly basis. Minor repairs include; spray heads, rotor heads, nozzles, stand pipes, shrub adaptors, valves and lateral lines up to 1.5 inch. Minor repairs are the responsibility of the contractor and are included in the monthly proposed price.

Major irrigation repairs are not included in the proposed price and will be completed on a separate work order upon approval by the District Manager. Major repairs include but are not limited to, main line larger than 1.5 inch, controllers, pumps, backflows and rain sensors.

The contractor **shall be** responsible for any damage to the turf or plants due to either under watering or over watering by the irrigation system. Contractor will **not be** held responsible for failure of main irrigation water supply, water pressure or water restrictions imposed by a statutory or similar authority.

### **FREQUENCY**

Contractor shall perform a complete irrigation maintenance inspection once per month.

### **IRRIGATION CONTRACTOR RESPONSIBILITIES**

The District irrigation contractor is responsible for the management and maintenance of the irrigation system located on District-owned lands.

The system uses reclaimed water provided by TOHO Water Authority with the exception of the community pool areas located throughout. Contractor is required to maintain communication with TOHO on behalf of the District and Developer.

Contractor is responsible for generating data from daily monitoring, interpret data and generate reports for field dispatch, field repair and adjustments as necessary and maintain documentation. Daily data will be provided by the contractor and made available to the District Manager upon request.

Contractor is responsible for adjustments to watering schedules as needed for weather, new sod, plants, trees or other improvements at the common areas as requested through the District work order system.

Contractor must respond to all District generated work orders within 48 hours for common areas. Contractor is required to activate system for residents, meet with residents on site when necessary and to close work orders through the District Manager.

Contractor will be responsible to activate and inspect all zones for the entire community monthly and make necessary adjustments for proper operation. Each inspection must be documented in writing and provided to the District Manager upon request.

## **SERVICE SPECIFICATIONS**

1. Timing of irrigation operation must adhere to any water restrictions in effect within the property jurisdiction.
2. The following items shall be accomplished each month for common areas:
  - Activate each zone of the system.
  - Visually check and replace as necessary of any damaged or malfunctioning heads in District-owned lands. This should be done weekly by area supervisor or irrigation tech.
  - Clean and/or adjust any heads not functioning properly. The District will be allowed to inspect any heads that he may be charged for.
  - Report any valve or valve box that may be malfunctioning or damaged in any way.
  - Adjust controllers to the watering needs as dictated by environmental conditions.
  - Inspect and adjust rain sensors as needed.
  - Insure that all valves that are marked remain sufficiently marked to allow a person unfamiliar with the system to locate.
  - Provide a monthly written report detailing inspection results by clock and zone.
  - Report recommendations to improve/enhance the irrigation systems effectiveness.
3. Irrigation repairs that become necessary, that are over and above minor repairs as outlined will be done on a time and material basis. All extra repairs are to be estimated & reported to the District and the contractor must obtain approval prior to starting repair work.

The written proposal shall include:

- Hourly rate for irrigation tech

- Necessary materials

**Contractor must provide and possess experience in operation of central control irrigation systems.**

**STORM PREPARATION**

In the event of a forecasted weather event, such as but not limited to hurricanes, the District may deem it necessary to suspend all operation of irrigation equipment, pump stations, and to secure controllers to avoid power surges and any catastrophic events such as an uprooted tree that breaks a mainline. These services, should they be requested, would be considered over and above the routine maintenance contract and will be done on a time and material basis.

**SPECIAL SERVICES SPECIFICATIONS**

**MULCH**

It is anticipated that the District will mulch the entire property once per year. This will include all common areas.

Old mulch in excess of three inches (3”) in depth will be removed prior to installation of a new layer of mulch. This step will be at the discretion of the District. If the District deems this step necessary, the Contractor will provide a price to remove the excess mulch prior to installation of new mulch. The pricing for mulch installation are as follows:

<b><u>Item</u></b>	<b><u>Cost per Bale</u></b>
100 Bales	\$8.00
500 Bales	\$7.50
1,000 Bales	\$7.25
5,000 Bales	\$7.00

**COMMUNICATION**

As part of this agreement it is expected that the contractor will provide ongoing extensive communication to the District Manager and Residents of the community. Communications include but are not limited to:

- Daily work orders
- Daily updates as needed for “Solivita Live”
- Weekly email blast

- Monthly mow schedule
- Monthly detail schedule
- Monthly newsletter article
- Special project schedules (i.e. mulching, palm & tree pruning)



## **Appendix I**

### **Types of Machinery Used at Solivita**

#### **Pond Banks:**

- Batwing finish mower with rear discharge
- 60 inch pistol grip mower with mulch kit

#### **Flat Areas:**

- 70 inch mowing deck mower



## Exhibit C

### Emergency Preparedness Plan

# Poinciana Community Development District

## EMERGENCY PREPAREDNESS PLAN For LANDSCAPE, HARDSCAPE & STREETScape AMENITIES

### Located In POLK COUNTY, FLORIDA

**Purpose:** To provide a comprehensive list of procedures to be followed by the Contractor for preparations related to storm events and other natural emergencies on the District jobsite within the District's boundaries. This plan is to be utilized as the minimal procedures to be followed during preparation for storm events, such as hurricane and other extreme wind or water events. Actual physical situations and weather conditions may affect the execution of this plan. This plan is to be utilized as a guide for the process.

**The District** will appoint a representative referred to as the Storm Emergency Preparedness Coordinator (SEPC) who will closely monitor the weather conditions during the hurricane season, which runs from June 1<sup>st</sup> to November 30<sup>th</sup> every year, and generally monitor the weather for the balance of the year. The SEPC will coordinate with the Contractor to ensure that the minimum requirements of this plan are met. The initial SEPC is \_\_\_\_\_.

**The Contractor** may have company-generated emergency/storm work procedures in place, which exceed this plan. These procedures must be coordinated and approved by the SEPC. At a minimum, the Contractor will be required to follow the procedures outlined in this plan. For the safety of all employees, the Contractor's crew shall not be dispatched until the storm has passed, unless authorized by the SEPC. After the storm has passed, the jobsite will be evaluated by the Contractor's Project Superintendent (CPS) and the SEPC for safe working conditions. All employees are not to be allowed to return to work until the site has been deemed safe and sanitary for work by the SEPC and the CPS. No personnel, whether essential or non-essential, shall be allowed to work on the site when maximum sustained winds exceed thirty-nine miles per hour (39 mph). It is contemplated that a regional emergency council/group ("Council") may be established among landowners with the District in the future for the purpose of effectuating Development-wide emergency policies and procedures. In the event the Council designates facilities for the purpose of allowing essential personnel to remain on-site during an emergency, the Contractor agrees to coordinate with the SEPC in determining whether Contractor personnel shall remain onsite during an emergency at such time in the future.

**The Contractor** is expected to place the District in a priority position and the Contractor shall commit to having labor and equipment on site within twelve (12) hours of the storm passing to begin cleanup and restoration operations.

**The Contractor** will bring in additional equipment and labor, if needed, with the approval of the SEPC. The Contractor shall submit a Labor and Equipment Rate Schedule annually for review and approval by the SEPC. The Contractor shall submit to the SEPC a rate schedule on or before October 1. All preparedness action items shall be in addition to the scope of services identified in the Agreement and shall be provided by the Contractor at no additional cost.

It is expected that, as a matter of protocol, the Contractor will also monitor the weather for tropical storms,

hurricanes, and other weather events that may create emergency conditions throughout the year. The key to providing the safest environment and protection of the landscape and hardscape assets located within the District is based upon preparations, storm awareness, communication, and response.

**PREPARATIONS:** Preparations for expected storm events may differ; these are the minimum actions that should be undertaken.

During the storm season, the best practice for the jobsite location is to maintain a supply of emergency supplies in the event of isolation, loss of utility services, road blockage, and loss of fuel supplies. Suggested items to be included in the Emergency Response Box (“Hurricane Box”), or other such emergency storage container, should include, but is not limited to:

- Supply of Drinking water (3 days per employee on site)
- 3 day supply of non-perishable food
- Flashlights and fresh batteries (lights plus backup batteries)
- Nylon rope (polypropylene) (500’)
- Spare Ear Plugs
- Tarps (5-10)
- Leather palmed gloves
- Fuel Electrical Generator Hand tools (ax, shovel, rake, etc.)
- First Aid Kit
- Duct tape
- Plastic garbage bags –large yard size
- Rain Suit
- 1 roll of CAUTION tape
- Spare Safety Goggles
- Rubber boots
- Mosquito Repellant
- Asphalt “cold patch”
- Quick set concrete mix
- Spare irrigation pipe and fittings
- Chainsaw(s)
- Leaf blower(s)
- Extension cord (500’)
- String of temporary lights
- Rolls of Poly (5)
- Scaffold and boards
- Portable light on wheels
- Spare chainsaw chains
- Chainsaw bar oil

## **5 Day Action Plan:**

Where potential for a hurricane landfall, or other natural emergency, is expected within a five (5) day period, or in the event the area is placed under a “HURRICANE WATCH,” the following shall occur:

1. The CPS shall establish communication with the SEPC regarding the presence of the storm/hurricane/emergency and review site specific actions to be undertaken by the Contractor.
2. The CPS shall monitor the storms progress at regular intervals via radio, television, computer/internet, or other means available.

3. The CPS shall communicate conditions and plans with their company's Safety Team or Safety Manager as may be required to review the situation ahead of time.
4. The CPS shall continue to monitor the storm/hurricane/emergency for changes in the storm profile and/or projected course, and communicate these changes to the SEPC.

### **3 Day Action Plan:**

Where potential for a storm/hurricane landfall, or other natural emergency, is expected within a five (5) day period or in the event the area is placed under a "HURRICANE WARNING," preparations shall be made to: secure the jobsite; protect District landscape and hardscape assets; prepare for tie down actions and evacuation. In addition, the following shall occur:

1. The CPS shall establish communication with the SEPC regarding the potential emergency conditions and review site specific protocols required by the SEPC and by the Contractor.
2. The CPS shall notify the Company Safety Manager and/or supervisory personnel of the preparations of the jobsite shutdown and preparation to secure the site.
3. The SEPC will hold meetings with Contractor supervisory personnel and employees to discuss the proposed action plan.
4. Ensure all materials, tools, tool sheds, containers and small equipment are removed from low-lying areas and are protected from rising water and are tied down.
5. Ensure that all motorized equipment is securely parked in an elevated area so it will not be damaged from possible flooding and is tied down. Equipment parking areas will be approved by the SEPC after discussion with the CPS.
6. All Contractor-owned construction trailers, office trailers, tool trailers, sheds, etc., if any, on the Contractor's jobsite shall be tied down securely according to City of Orlando Code. If equipment cannot be secured properly, it shall be removed from the jobsite.
7. Police the jobsite and storage yards to remove, or direct removal of, potential flying objects from the site or secure them with proper tie-downs.
8. Have all temporary port-o-lets pumped out, tied down or removed.
9. Have all trash dumpsters emptied or removed.
10. Top off all equipment with fuel in the event that fuel supply becomes short or service stations are inoperable following the storm/emergency. All equipment and all fuel cans should be filled to capacity.
11. All water containers should be filled with potable water to capacity.
12. All bag fertilizer or chemicals should be placed in the interior of a secure structure or removed from the site.
13. Board up all windows in field office (if applicable), or protect them with storm shutters.
14. Disconnect all field office (if applicable) electrical equipment (computers, copiers, etc.).

15. Take photos of your site prior to the storm/emergency to record site and landscape conditions.
16. Park trucks and other motorized equipment in an open area that will be easy to clear and near a major roadway, if possible, so after-storm access is easier.
17. All uninstalled landscape materials shall be secured in the best possible way considering the anticipated intensity of the upcoming storm event.
18. All ties, guys and other tree or plant material support systems shall be checked, tightened, secured or replaced to protect the landscape asset from the level of storm damage expected.
19. All drains, swales, inlets, outlets or other elements of the drainage system shall be checked to ensure that the stormwater structures and conveyance channels are free flowing.

## **1 Day Plan: (Hurricane is Eminent)**

The CPS shall establish communication with the SEPC regarding the eminence of a storm/hurricane/emergency and review site specific protocols to be utilized by the SEPC and by the CPS. Communication options for post storm shall be established in the event of the loss of cellular or wired communication for the time period immediately following the storm event.

The CPS shall notify the Contractor's Safety Manager and/or supervisory personnel of the preparations at the jobsite and potential for a project site lockdown. Discussion will entail whether and at what time a lockdown shall be mandated or if there is adequate safe and secure shelter from the storm. In the event of an evacuation, the Contractor's employees shall be offered evacuation and encouraged to participate in an evacuation plan. Before any evacuation, the following shall be completed:

1. Remove any scaffolding.
2. Ensure that all small equipment is in the security of storage containers or secure building.
3. All small materials are placed in close proximity to storage containers.
4. All heavy equipment is parked surrounding the yard materials and storage containers to form a perimeter. Final inspection of the jobsite to secure any small items and to prevent flying debris shall be conducted by the SEPC at this point.
5. Ensure first aid kits are fully stocked.
6. Identify debris collection locations.
7. Place flashlight, fresh batteries, first aid kit and/or emergency kit in appropriate company vehicles. In the event of an evacuation, the Contractor's trucks remaining on the jobsite shall be placed in a perimeter with the heavy equipment.
8. Generators shall be placed in a point of easy access for first retrieval.
9. Take photos and/or video of the secured jobsite, if possible.
10. Sandbag the doors of the field office (if applicable), if possible.

## **After the storm: (Post Hurricane)**

1. Once the storm has passed, the jobsite shall be evaluated in partnership with the CPS and the SEPC for its safety. The CPS shall organize available manpower to accomplish specific tasks based upon a prioritization of such tasks provided by the SEPC. All site specific hazards will be noted and corrected within the skills, abilities and training of Contractor's employees. Dangerous conditions for human occupancy may include, but are not limited to, unstable hard structures, presence of open or downed electrical lines, excessive water build-up/flooding, unsanitary conditions such as the presence of waste, threat of electrical hazards, presence of displaced wildlife, and so forth. The CPS shall communicate this with the SEPC to discuss plans for correction or elimination of unsafe conditions.
2. The SEPC in conjunction with the CPS and the Contractor's supervisory personnel shall evaluate the earliest time for resuming work on the jobsite and shall implement plans to that effect. Assistance with clean-up of non-contracted projects or work areas, using Contractor's heavy equipment, vehicles, and labor, will be negotiated based on the Pre-Approved Labor & Equipment Rate Schedules. It is the intent of the District to continue to provide the safest workplace and the highest level of efficiency in starting work following a storm.
3. The priorities will be:
  1. Ensure that the public is safe and protected from unsafe conditions on the jobsite created by the storm;
  2. Secure personal property;
  3. Proceed to the jobsite with caution;
  4. Ensure that site working conditions are safe;
  5. Clear roadways and other access routes of hazards;
  6. Identify and mark areas where dangerous conditions exist;
  7. Secure damaged buildings;
  8. Repair or make operable any equipment which can be used in the cleanup effort.
  9. Photo-document the site prior to starting cleanup operations.
4. Due to the perishable nature of landscape material, every effort should be made to return the plant material to their original location and position. Contractor shall attempt to return uprooted trees or plants within forty-eight (48) hours.
5. Areas where hardscape, signs or other site amenities have been damaged should be cleared and made passable as quickly as possible.
6. Photo-document the worksite upon return, noting any significant changes, and communicate those changes with the SEPC.
7. Photo-document any and all damage to the landscape and hardscape areas.
8. Assess all repairs and losses within seven (7) days after the storm has passed, with follow-up assessments to occur sixty (60) days and six (6) months thereafter.

## **Eighth Order of Business**



**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN  
POINCIANA COMMUNITY DEVELOPMENT DISTRICT AND  
GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA,  
LLC**

Date of Agreement (the "Contract"): \_\_st day of December, 2017.

Between: Governmental Management Services - Central Florida, LLC  
135 W. Central Blvd, Suite 320  
Orlando, Florida 32801

(Hereinafter referred to as "Manager");

And: Poinciana Community Development District  
A unit of special purpose local government located in  
Polk County, Florida

(Hereinafter referred to as "District").

**GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING  
SERVICES**

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

**Meetings, Hearings, Workshops, Etc.**

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

### Records

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract. The Manager will keep and maintain all records of the District, serve as the District’s designated “Custodian of Public Records,” and ensure the District’s compliance with all requirements of Florida’s public records laws, pursuant to Chapter 119, Florida Statutes, and all such successor and related laws of Florida.

### District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- On or before October 1<sup>st</sup> of every year, the Manager will prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
  - File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
  - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  - Provide the regular meeting schedule of the Board to County.

- File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
- File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
- Transmit Public Facilities Report and related updates to appropriate agencies.
- Prepare and file annual public depositor report.

### *Accounting and Reporting*

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.
- The Manager will recommend and implement investment policies and procedures pursuant to State law, and provide Cash Management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

### *Audits*

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

### *Budgeting*

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager

will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.

- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

#### *Capital Program Administration*

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

#### *Maintenance Contract Administration*

- The Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A.

### FINANCIAL SERVICES

#### *Assessments & Revenue Collection*

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.

- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

## FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements. The Management, Administrative, Accounting, Assessment Administration and Field Management Services shall commence on January 25, 2018.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached Exhibit A. Payment shall be made in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget approved by the Board.

In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: travel, reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies, computer time. All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This Contract shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

## DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

## TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

## GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
5. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees,

representatives, successors and assigns arising out of or in connection with: (i) any services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this Contract; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Managers officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, Contracts, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.

6. Nothing contained in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
7. Any amendment or change to this Contract shall be in writing and executed by all parties.

#### NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Poinciana Community Development District  
 135 W. Central Blvd, Suite 320  
 Orlando, Florida 32801  
 Attn: Chairman

With a copy to:

Poinciana Community Development District  
c/o Michael Eckert  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

If notice is sent to Manager, it shall be sent to:

Governmental Management Services - Central Florida, LLC  
135 W. Central Blvd, Suite 320  
Orlando, Florida 32801  
Attn: George S. Flint

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

**Approved by:**

Board of Supervisors Poinciana  
Community Development District

\_\_\_\_\_  
Secretary/Assistant Secretary

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

Governmental Management Services  
- Central Florida, LLC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
George S. Flint, Vice-President



**EXHIBIT A  
DISTRICT MANAGEMENT FEE SCHEDULE  
NOVEMBER 2017**

Management, Administrative, and Accounting Services

- Annual Fee paid in equal monthly payments \$ 45,000  
(plus reimbursables)

Annual Assessment Administration \$ 5,000  
(Beginning with the first assessment to individual  
unit owners, direct assessment or utilizing tax collector)

Field Management Services \$ 10,000  
Annual Fee paid in equal monthly payments  
(plus reimbursables)

**Other Services\***

- Amenity Management Negotiated
- Website Administration \$ 1,500
- Dissemination Agent (per bond issue) \$ 5,000
- Bond Issuance \$ 12,500 (per bond issue)
- Assessment Methodology \$ 15,000 (per bond issue)
- SERC Preparation \$ 2,500
- Annual Construction Accounting \$ 3,500 (per bond issue)

\*Costs for other services shall be by separate agreement or work authorization and may be adjusted based upon the scope of services provided.

## **Ninth Order of Business**

**RESOLUTION 2018-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF POINCIANA COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE REMOVAL AND APPOINTMENT OF OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Poinciana Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the Polk County, Florida; and

WHEREAS, due to the impending change of the District’s management company, the Board of Supervisors of the District desires to provide for the appointment and removal of a Treasurer, Assistant Treasurers, Secretary and Assistant Secretaries.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POINCIANA COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. George Flint is appointed Assistant Secretary, which appointment shall end on January 25, 2018. George Flint is appointed Secretary effective January 25, 2018. Effective January 25, 2018, the existing Secretary Chuck Walter is removed.

Section 2. Jason Showe is appointed Assistant Secretary. Effective January 25, 2018, all Assistant Secretaries employed by Severn Trent Environmental Services, Inc. or its affiliates are removed.

Section 3. Ariel Lovera is appointed Assistant Treasurer, which appointment shall end on January 25, 2018. Ariel Lovera is appointed Treasurer effective January 25, 2018. Effective January 25, 2018, the existing Treasurer Robert Koncar is removed.

Section 4. Teresa Viscarra is appointed Assistant Treasurer. Effective January 25, 2018, all Assistant Treasurers employed by Severn Trent Environmental Services, Inc. or its affiliates are removed.

Section 5. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 13TH DAY OF DECEMBER, 2017.**

**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**ASSISTANT SECRETARY**

## **Tenth Order of Business**

**10A.**

**POINCIANA**

Community Development District

*Financial Report*

*October 31, 2017*

Prepared by

SEVERN

TRENT

## Table of Contents

	<u>Page #</u>
<b><u>FINANCIAL STATEMENTS</u></b>	
Balance Sheet - All Funds .....	1
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund .....	2-3
Debt Service Fund .....	4
<b><u>SUPPORTING SCHEDULES</u></b>	
Cash and Investment Report .....	5
Bank Reconciliation .....	6
Payment Register by Bank Account .....	7

---

**POINCIANA**

Community Development District

**Financial Statements**

(Unaudited)

October 31, 2017



**Balance Sheet**  
October 31, 2017

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2012A DEBT SERVICE FUND	TOTAL
<b><u>ASSETS</u></b>			
Cash - Checking Account	\$ 353,246	\$ -	\$ 353,246
Due From Developer	120,703	-	120,703
Due From Other Funds	-	14	14
Investments:			
Certificates of Deposit - 36 Months	107,731	-	107,731
Money Market Account	51,857	-	51,857
Redemption Fund (A-1)	-	4,351	4,351
Redemption Fund (A-2)	-	23,309	23,309
Reserve Fund (A-1)	-	535,748	535,748
Reserve Fund (A-2)	-	322,618	322,618
Revenue Fund	-	701,522	701,522
<b>TOTAL ASSETS</b>	<b>\$ 633,537</b>	<b>\$ 1,587,562</b>	<b>\$ 2,221,099</b>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 33,980	\$ -	\$ 33,980
Accrued Expenses	11,916	-	11,916
Due To Other Funds	14	-	14
<b>TOTAL LIABILITIES</b>	<b>45,910</b>	<b>-</b>	<b>45,910</b>
<b><u>FUND BALANCES</u></b>			
<b>Restricted for:</b>			
Debt Service	-	1,587,562	1,587,562
<b>Assigned to:</b>			
Operating Reserves	155,224	-	155,224
<b>Unassigned:</b>	432,403	-	432,403
<b>TOTAL FUND BALANCES</b>	<b>\$ 587,627</b>	<b>\$ 1,587,562</b>	<b>\$ 2,175,189</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 633,537</b>	<b>\$ 1,587,562</b>	<b>\$ 2,221,099</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2017

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>
<b>REVENUES</b>					
Interest - Investments	\$ 3,500	\$ 292	\$ 112	\$ (180)	3.20%
Interest - Tax Collector	-	-	3	3	0.00%
Special Assmnts- Tax Collector	481,383	-	-	-	0.00%
Special Assmnts- CDD Collected	71,073	35,537	35,537	-	50.00%
Special Assmnts- Developer	84,960	84,960	84,960	-	100.00%
Special Assmnts- Discounts	(19,255)	-	-	-	0.00%
<b>TOTAL REVENUES</b>	<b>621,661</b>	<b>120,789</b>	<b>120,612</b>	<b>(177)</b>	<b>19.40%</b>
<b>EXPENDITURES</b>					
<b>Administration</b>					
P/R-Board of Supervisors	12,000	1,000	2,000	(1,000)	16.67%
FICA Taxes	918	77	153	(76)	16.67%
ProfServ-Arbitrage Rebate	600	-	-	-	0.00%
ProfServ-Dissemination Agent	5,000	-	-	-	0.00%
ProfServ-Engineering	18,000	1,500	-	1,500	0.00%
ProfServ-Legal Services	30,000	2,500	-	2,500	0.00%
ProfServ-Mgmt Consulting Serv	55,341	4,612	4,612	-	8.33%
ProfServ-Property Appraiser	9,628	-	-	-	0.00%
ProfServ-Special Assessment	11,365	-	-	-	0.00%
ProfServ-Trustee Fees	7,000	3,391	3,391	-	48.44%
ProfServ-Web Site Development	16	-	-	-	0.00%
Auditing Services	4,250	-	-	-	0.00%
Postage and Freight	1,200	100	119	(19)	9.92%
Insurance - General Liability	15,447	15,447	14,151	1,296	91.61%
Printing and Binding	2,700	225	69	156	2.56%
Legal Advertising	2,000	590	590	-	29.50%
Misc-Assessmnt Collection Cost	9,628	-	-	-	0.00%
Office Supplies	300	25	-	25	0.00%
Annual District Filing Fee	175	175	-	175	0.00%
<b>Total Administration</b>	<b>185,568</b>	<b>29,642</b>	<b>25,085</b>	<b>4,557</b>	<b>13.52%</b>
<b>Field</b>					
ProfServ-Field Management	14,000	1,167	1,167	-	8.34%
Contracts-Landscape	143,645	11,970	11,970	-	8.33%
Contracts-Aquatic Control	98,000	8,166	8,167	(1)	8.33%
Contracts-Aquatic Midge Mgmt	152,800	12,733	11,750	983	7.69%
Electricity - General	1,500	125	159	(34)	10.60%
R&M-Drainage	3,000	-	-	-	0.00%

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2017

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>
R&M-Mulch	4,500	-	-	-	0.00%
R&M-Plant Replacement	4,060	-	-	-	0.00%
Misc-Contingency	14,588	-	-	-	0.00%
<b>Total Field</b>	<b>436,093</b>	<b>34,161</b>	<b>33,213</b>	<b>948</b>	<b>7.62%</b>
<b>TOTAL EXPENDITURES</b>	<b>621,661</b>	<b>63,803</b>	<b>58,298</b>	<b>5,505</b>	<b>9.38%</b>
Excess (deficiency) of revenues Over (under) expenditures	-	56,986	62,314	5,328	0.00%
Net change in fund balance	\$ -	\$ 56,986	\$ 62,314	\$ 5,328	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>	<b>525,313</b>	<b>525,313</b>	<b>525,313</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 525,313</b>	<b>\$ 582,299</b>	<b>\$ 587,627</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2017

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>
<b><u>REVENUES</u></b>					
Interest - Investments	\$ 500	\$ 42	\$ 232	\$ 190	46.40%
Interest - Tax Collector	-	-	8	8	0.00%
Special Assmnts- Tax Collector	1,418,978	-	-	-	0.00%
Special Assmnts- CDD Collected	382,908	191,454	191,454	-	50.00%
Special Assmnts- Discounts	(56,759)	-	-	-	0.00%
<b>TOTAL REVENUES</b>	<b>1,745,627</b>	<b>191,496</b>	<b>191,694</b>	<b>198</b>	<b>10.98%</b>
<b><u>EXPENDITURES</u></b>					
<b><u>Administration</u></b>					
ProfServ-Property Appraiser	28,379	-	-	-	0.00%
Misc-Assessmnt Collection Cost	28,380	-	-	-	0.00%
<b>Total Administration</b>	<b>56,759</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
<b><u>Debt Service</u></b>					
Principal Debt Retirement A-1	580,000	-	-	-	0.00%
Principal Debt Retirement A-2	270,000	-	-	-	0.00%
Interest Expense Series A-1	437,100	-	-	-	0.00%
Interest Expense Series A-2	337,563	-	-	-	0.00%
<b>Total Debt Service</b>	<b>1,624,663</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
<b>TOTAL EXPENDITURES</b>	<b>1,681,422</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
Excess (deficiency) of revenues Over (under) expenditures	64,205	191,496	191,694	198	n/a
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Contribution to (Use of) Fund Balance	64,205	-	-	-	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>64,205</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
Net change in fund balance	\$ 64,205	\$ 191,496	\$ 191,694	\$ 198	n/a
<b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>	<b>1,395,868</b>	<b>1,395,868</b>	<b>1,395,868</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,460,073</b>	<b>\$ 1,587,364</b>	<b>\$ 1,587,562</b>		

**POINCIANA**

Community Development District

**Supporting Schedules**

**October 31, 2017**

**Cash and Investment Report**  
*October 31, 2017*

<u>Account Name</u>	<u>Bank Name</u>	<u>CD Issuer/Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
<b>GENERAL FUND</b>					
Checking Account - Operating	CenterState Bank	Checking account	n/a	0.25%	\$ 353,246
				<b>Subtotal</b>	<b>\$ 353,246</b>
36 month CD	CenterState Bank	CD	7/6/20	1.00%	107,731
Money Market Account	BankUnited	MMA	n/a	0.78%	\$ 51,857
				<b>Subtotal</b>	<b>\$ 51,857</b>
				<b>General Fund Sub-total</b>	<b>\$ 512,834</b>
<b>DEBT SERVICE AND CAPITAL PROJECT FUNDS</b>					
Series 2012A-1 Redemption	US BANK	First American Government Obligation	n/a	0.00%	\$ 4,351
Series 2012A-2 Redemption	US BANK	First American Government Obligation	n/a	0.00%	\$ 23,309
Series 2012 A-1 Reserve Fund	US BANK	First American Government Obligation	n/a	0.00%	\$ 535,748
Series 2012 A-2 Reserve Fund	US BANK	First American Government Obligation	n/a	0.00%	\$ 322,618
Series 2012 A Revenue Fund	US BANK	First American Government Obligation	n/a	0.00%	\$ 701,522
				<b>Debt Service and Capital Funds Sub-Total</b>	<b>\$ 1,587,548</b>
				<b>Total</b>	<b>\$ 2,100,381</b>

**Poinciana CDD**

Bank Reconciliation

Bank Account No. 3173 CenterState Bank - GF  
 Statement No. 10-17  
 Statement Date 10/31/2017

<b>G/L Balance (LCY)</b>	353,245.60	<b>Statement Balance</b>	354,443.20
<b>G/L Balance</b>	353,245.60	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
	<hr/>	<b>Subtotal</b>	354,443.20
<b>Subtotal</b>	353,245.60	<b>Outstanding Checks</b>	1,197.60
<b>Negative Adjustments</b>	0.00	<b>Differences</b>	0.00
	<hr/>		
<b>Ending G/L Balance</b>	353,245.60	<b>Ending Balance</b>	353,245.60
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
10/25/2017	Payment	2522	FEDEX	89.40	0.00	89.40
10/26/2017	Payment	2525	DAVID LANE	369.40	0.00	369.40
10/26/2017	Payment	2526	ROBERT W. ZIMBARDI	369.40	0.00	369.40
10/26/2017	Payment	2528	RICHARD W. KELLOGG	369.40	0.00	369.40
<b>Total Outstanding Checks.....</b>				<b>1,197.60</b>		<b>1,197.60</b>

POINCIANA  
Community Development District

**Payment Register by Bank Account**  
For the Period from 10/01/2017 to 10/31/2017  
(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CENTERSTATE BANK - GF - (ACCT# XXXXX3173)</b>									
Check	2512	10/06/17	Vendor	FISHKIND & ASSOCIATES	20930A	TRAVEL EXPENSES/REV TRANSCRIPT	Due From Developer	130000	\$7,150.00
Check	2513	10/06/17	Vendor	FLORALAWN 2, LLC.	2031	LAWN MAINTENANCE OCT 2017	Contracts-Landscape	001-534050-53901	\$11,970.42
Check	2514	10/06/17	Vendor	HOPPING, GREEN & SAMS	95619	GEN COUNSEL THRU JULY 2017	ProfServ-Legal Services	001-531023-51401	\$1,913.31
Check	2514	10/06/17	Vendor	HOPPING, GREEN & SAMS	96103	AUG GEN COUNSEL	ProfServ-Legal Services	001-531023-51401	\$2,594.12
Check	2515	10/06/17	Vendor	THE LEDGER	1004444	JT MTG/2018 MTG SCHEDULE	302313	001-548002-51301	\$660.33
Check	2516	10/12/17	Vendor	HOPPING, GREEN & SAMS	95621	SALE REC CTR THRU JULY 2017	Due From Developer	001-130000-51401	\$150,426.79
Check	2517	10/12/17	Vendor	MOYER MANAGEMENT GROUP, INC	100617	WEBSITE MGMT P/E 9/27/17	ProfServ-Web Site Development	001-531047-51301	\$62.00
Check	2518	10/12/17	Vendor	PUBLIC RISK INSURANCE	52347	10/1/17-10/1/18 PUBLIC OFFICIA	Insurance - General Liability	001-545002-51301	\$2,340.00
Check	2518	10/12/17	Vendor	PUBLIC RISK INSURANCE	52346	10/1/17-10/1/18 LIAB INS	Insurance - General Liability	001-545002-51301	\$11,811.00
Check	2519	10/18/17	Vendor	ATKINS NORTH AMERICA, INC	1866635	7/31-8/27/17 AMENITY ACQUISITI	AMENITY ACQUISITION	001-130000-51501	\$1,418.00
Check	2520	10/18/17	Vendor	CLARKE AQUATIC SERVICE, INC.	3231287	AQUATIC SVC OCTOBER 2017	Contracts-Aquatic Control	001-534067-53901	\$8,166.66
Check	2521	10/18/17	Vendor	HOPPING, GREEN & SAMS	96104	8/1 PROJECT CONSTRUCTION	Due From Developer	001-130000-51401	\$145.00
Check	2522	10/25/17	Vendor	FEDEX	5-962-85397	OCT POSTAGE	Postage and Freight	001-541006-51301	\$89.40
Check	2523	10/25/17	Vendor	HOPPING, GREEN & SAMS		***Voided Voided****			\$0.00
Check	2524	10/25/17	Vendor	THE LEDGER	L060G0I7DU	10/18/17 MTG NOTICE	Legal Advertising	001-548002-51301	\$262.50
Check	2524	10/25/17	Vendor	THE LEDGER	L060G0I7DT	10/18/17 JOINT MTG	Legal Advertising	001-548002-51301	\$327.83
Check	2525	10/26/17	Employee	DAVID LANE	PAYROLL	October 26, 2017 Payroll Posting			\$369.40
Check	2526	10/26/17	Employee	ROBERT W. ZIMBARDI	PAYROLL	October 26, 2017 Payroll Posting			\$369.40
Check	2527	10/26/17	Employee	LERUE M. STELLFOX	PAYROLL	October 26, 2017 Payroll Posting			\$369.40
Check	2528	10/26/17	Employee	RICHARD W. KELLOGG	PAYROLL	October 26, 2017 Payroll Posting			\$369.40
Check	2529	10/26/17	Employee	LITA B. EPSTEIN	PAYROLL	October 26, 2017 Payroll Posting			\$369.40
ACH	DD113	10/20/17	Vendor	DUKE ENERGY	082817-39182	8/29-9/28/17 ELEC	48750-39182	001-543006-53901	\$28.96
ACH	DD114	10/20/17	Vendor	DUKE ENERGY	092817-08008	8/29-9/28/17 ELEC	87555-08008	001-543006-53901	\$104.31
<b>Account Total</b>									<b>\$201,317.63</b>

Total Amount Paid	\$201,317.63
-------------------	--------------

Total Amount Paid - Breakdown by Fund	
Fund	Amount
General Fund - 001	201,317.63
<b>Total</b>	<b>201,317.63</b>



**10B.**



## SAMPLE

---

### POINCIANA COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

#### District Auditing Services for Fiscal Year 2017 Polk County, Florida

#### INSTRUCTIONS TO PROPOSERS

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than \_\_\_\_\_, at the offices of the District Manager, located at 210 North University Drive, Suite 702, Coral Springs, FL 33071. Proposals will be publicly opened at that time.

**SECTION 2. 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 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing 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 to complete the work to the satisfaction of the District.

**SECTION 4. 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 5. SUBMISSION OF PROPOSAL.** Submit seven (7) copies of the Proposal Documents as well as one (1) electronic copy on a flash drive, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “Auditing Services – “Poinciana Community Development District” on the face of it.

**SECTION 6. 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 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation

Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. 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 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District’s limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. 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.
- D. The lump sum cost of the provision of the services under the proposal
- E. Must perform the audit fieldwork at the office where the District records are maintained.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed contract documents. 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 contract award.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

## **Eleventh Order of Business**

**11C**

**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT  
FIELD MANAGEMENT  
REPORT**



**POINCIANA COMMUNITY DEVELOPMENT DISTRICT**

**FIELD MAINTENANCE HIGHLIGHT REPORT**

**NOVEMBER 2017**

**COMPLETED ITEMS:**

- Meet with contractors on a monthly basis and performed a drive through
- Followed up with vendors on pending items
- Reviewed and processed invoices on a weekly basis
- Performed pond inspections and meet with vendor as needed
- Followed up on a daily resident and vendor activities
- Returned phone calls

**ATTACHMENTS**

- ❖ Residential Service Request Log
- ❖ Floralawn Report
- ❖ Clarke Mosquito Control Report

**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT  
RESIDENTIAL SERVICE  
REQUEST LOG**

11/1/2017	705 Portafino Dr. Pond D1	overflow is sinking severely	Alan repaired	Larry Slade	Alan		Complete
11/1/2017	669 Grand Canal Drive	pond smells, midges	algae is dying, treated for midges	Jose Rosado	Clarke		Complete
11/13/2017	907 Grand Canal Drive	putrid smell from pond	algae is dying	Jo Otis	Clarke		Complete
11/17/2017	741 Grand Canal	midges are really bad	Notified Clarke	Sheila Lewis	Clarke		Complete
11/20/2017	261 Grand Canal	pond has algae, stinky	Notified Clarke	Janet Davidson	Clarke		Complete
11/20/2017	152 Rialto Road	wants CDD trees at pond removed	referred to Russ				Pending
11/28/2017	136 Milan Pond D1	algae	notified Clarke	Judy Lipkin	Clarke		Complete
11/30/2017	214 Acadia Dr. C20	algae	Notified Clarke	Arabelle Tymes	Clarke		Complete

**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT  
FLORALAWN REPORT**



## POINCIANA CDD

### November 2017 Solivita Pond Report

A-1	A-20	C-1	C-17	D-8	E-19
A-3	A-21	C-6	C-19	D-9	E-21
A-4	A-22	C-6	C-20	D-11	F-1
A-5	B-1	C-9	D-1	E-1	F-2
A-8	B-5	C-9	D-2	E-2	F-5
A-9	B-6	C-10	D-3	E-3	F-7
A-10	B-10	C-11	D-4	E-6	LAKE POLK
A-11	B-11	C-12	D-5	E-8	LAKE B
A-12	B-15	C-13	D-6	E-11	
A-13	C-1	C-15	D-7	E-18	

We edged around the treering, cut around structure of ponds.

**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT  
CLARKE MOSQUITO REPORT**



**Poinciana Community Development District  
Monthly Midge Treatment Report  
November 1, 2017- November 30, 2017**

**Night Truck Spray**

- 38.1 Miles were sprayed

**ATV ULV Spray**

- 37.5 Miles were sprayed

**Backpack Pellet Larvicide**

- 20 Acres were treated

**Boat Larvicide Treatments**

- 62.10 Acres were treated



**clarke** PCDD Monthly Treatment Report

Date between : 11/1/2017 and 11/30/2017

Customer Site ID	Treatment Date	Condition/Weeds Treated
10-A	11/2/2017	Clean
10-B	11/2/2017	Clean
A-1	11/29/2017	Clean
A-11	11/2/2017	Clean
A-12	11/29/2017	Clean
A-12	11/29/2017	Planktonic
A-13	11/29/2017	Clean
A-13	11/29/2017	Planktonic
A-2	11/7/2017	Filamentous
A-2	11/7/2017	Planktonic
A-20	11/2/2017	Clean
A-21	11/17/2017	Filamentous
A-21	11/17/2017	Planktonic
A-22	11/17/2017	Filamentous
A-22	11/17/2017	Planktonic
A-3	11/2/2017	Clean
A-4	11/2/2017	Clean
A-5	11/17/2017	Planktonic
A-6	11/2/2017	Clean
A-7	11/8/2017	Planktonic
A-8	11/2/2017	Clean
A-9	11/29/2017	Clean
B-1	11/13/2017	Filamentous
B-1	11/13/2017	Planktonic
B-11	11/2/2017	Clean
B-15	11/2/2017	Clean
B-16	11/8/2017	Alligator Weed
B-16	11/8/2017	Pennywort
B-16	11/8/2017	Shoreline Grasses



E-1	11/17/2017	Filamentous
E-1	11/17/2017	Planktonic
E-11	11/2/2017	Clean
E-15	11/2/2017	Clean
E-18	11/2/2017	Clean
E-19	11/2/2017	Clean
E-2	11/2/2017	Filamentous
E-21	11/2/2017	Filamentous
E-3	11/17/2017	Filamentous
E-31	11/2/2017	Clean
E-5	11/2/2017	Clean
E-6	11/2/2017	Clean
E-8	11/2/2017	Clean
F-7	11/29/2017	Alligator Weed
F-7	11/29/2017	Pennywort
F-7	11/29/2017	Shoreline Grasses

C-1	11/29/2017	Alligator Weed
C-1	11/29/2017	Pennywort
C-1	11/29/2017	Shoreline Grasses
C-10	11/16/2017	Filamentous
C-10	11/16/2017	Hydrilla
C-11	11/15/2017	Filamentous
C-11	11/15/2017	Hydrilla
C-11	11/15/2017	Planktonic
C-12	11/14/2017	Filamentous
C-12	11/14/2017	Hydrilla
C-13	11/2/2017	Clean
C-14	11/2/2017	Alligator Weed
C-14	11/2/2017	Pennywort
C-14	11/2/2017	Shoreline Grasses
C-15	11/15/2017	Alligator Weed
C-15	11/15/2017	Azolla
C-15	11/15/2017	Duckweed
C-15	11/15/2017	Filamentous
C-15	11/15/2017	Pennywort
C-15	11/15/2017	Shoreline Grasses
C-15	11/15/2017	Spike Rush
C-16	11/2/2017	Alligator Weed
C-16	11/2/2017	Pennywort
C-16	11/2/2017	Shoreline Grasses
C-17	11/16/2017	Filamentous
C-17	11/16/2017	Hydrilla
C-17	11/16/2017	Planktonic
C-18	11/2/2017	Clean
C-19	11/16/2017	Filamentous
C-2	11/2/2017	Clean
C-20	11/14/2017	Filamentous
C-20	11/14/2017	Hydrilla
C-6	11/15/2017	Clean
C-6B	11/15/2017	Clean
C-8	11/15/2017	Filamentous
C-9	11/16/2017	Filamentous
D-1	11/29/2017	Clean
D-1	11/29/2017	Planktonic
D-10	11/2/2017	Alligator Weed
D-10	11/2/2017	Pennywort
D-10	11/2/2017	Shoreline Grasses
D-11	11/2/2017	Alligator Weed
D-11	11/2/2017	Cattail
D-11	11/2/2017	Pennywort
D-11	11/2/2017	Shoreline Grasses
D-2	11/2/2017	Clean
D-3	11/2/2017	Clean
D-4	11/13/2017	Filamentous
D-4	11/13/2017	Spike Rush
D-5	11/2/2017	Clean
D-6	11/2/2017	Clean
D-7	11/2/2017	Clean
D-8	11/2/2017	Clean
D-9	11/29/2017	Alligator Weed
D-9	11/29/2017	Pennywort
D-9	11/29/2017	Planktonic
D-9	11/29/2017	Shoreline Grasses