



Rizzetta & Company

# **Waters Edge Community Development District**

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## **Board of Supervisors' Meeting October 22, 2020**

**District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544  
813.994.1001**

**[www.watersedgecdd.org](http://www.watersedgecdd.org)**

# **WATERS EDGE COMMUNITY DEVELOPMENT DISTRICT AGENDA**

At the Waters Edge Clubhouse, located at 9019 Creedmoor Lane, New Port Richey, FL  
34654

<b>Board of Supervisors</b>	Roger LeBlanc Teri Geney Michaela Ballou George Anastasopoulos	Chairman Vice Chairman Assistant Secretary Assistant Secretary
<b>District Manager</b>	Matt Huber	Rizzetta & Company, Inc.
<b>District Counsel</b>	John Vericker	Straley Robin & Vericker
<b>District Engineer</b>	Greg Woodcock	Cardno TBE

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting / hearing / workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting / hearing / workshop by contacting the District Manager at (813)533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**Board of Supervisors  
Waters Edge Community  
Development District**

October 15, 2020

**FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waters Edge Community Development District will be held on **Thursday October 22, 2020 at 3:30 P.M.** to be conducted via conference call pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-246) and pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the tentative agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
  - A. District Engineer
  - B. Aquatics Manager
    1. Presentation of the Monthly Aquatics Report.....Tab 1
  - C. PSA Inspection Report.....Tab 2
  - D. District Counsel
  - E. District Manager
    1. Presentation of Action Item List.....Tab 3
- 4. BUSINESS ITEMS**
  - A. Consideration of CDD/HOA Landscape Cost Share Agreement.. Tab 4
- 5. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors'  
Meeting held on September 24, 2020.....Tab 5
  - B. Consideration of Operation and Maintenance Expenditures  
for September 2020.....Tab 6
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Sincerely,  
*Matthew Huber*  
Matthew Huber  
Regional District Manager

## **Tab 1**

# Waters Edge CDD



**Monthly Report**  
**Inspection Date: 9/1/20**

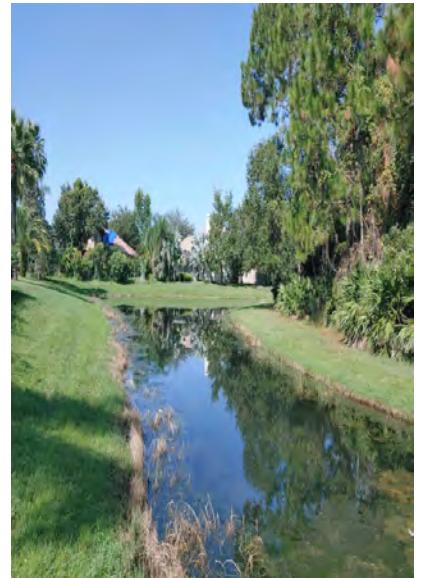
**Prepared For:**  
Mathew E. Huber  
Rizzetta & Company

**Prepared By:**  
Brian Fackler  
P: 407-402-6536  
E: [bfackler@sitexaquatics.com](mailto:bfackler@sitexaquatics.com)



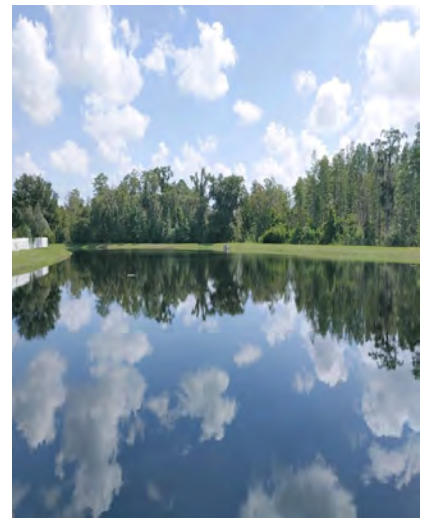
# Monthly Report

## Ponds, L10,K2,K1



Ponds received treatment for shoreline grasses and invasive species as needed. Grasses and algae have been treated on K1 Algae has been treated on L10

## Ponds, L11,L14,A2



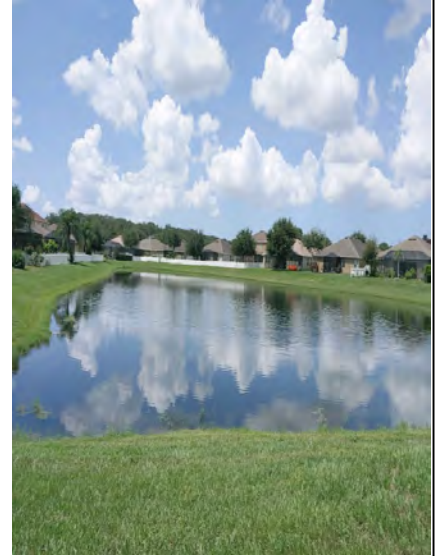
Ponds received treatment for shoreline grasses and invasive species as needed.





# Monthly Report

## Ponds, C1,G1,D2



Ponds received treatment for shoreline grasses and invasive species as needed. G1 was treated for algae and spike rush

## Ponds, A3,L16,W1,



Ponds received treatment for shoreline grasses and invasive species as needed.

# Monthly Report



## Ponds,T2,V1,t1



Ponds received treatment for shoreline grasses and invasive species as needed. T1 has been treated for algae and Grasses





# Monthly Report

## **MONTHLY SUMMARY**

We have been getting much needed rainfall and the pond levels are returning to normal and in some cases are higher than normal. All ponds have been treated for algae and any invasive vegetation. Trash has been removed

As always please feel free to reach out to myself or one of my staff should you have any questions or concerns.

Regards  
Brian Fackler  
Field Operations Manager  
Sitex Aquatics Ilc

## **Tab 2**

# PSA HORTICULTURAL

Landscape Consulting & Contract Management  
"Protecting Your Landscape Investment"

925 Florida Avenue, Suite D  
Palm Harbor, FL 34683

## LANDSCAPE INSPECTION RESULTS

Date:	September 9, 2020
Client:	Water's Edge HOA
Attended by:	HOA/CDD –Roger LeBlanc, Mickey McCarthy Manager-Tara Thompson Ameriscape-Armando Taylor, DJ Batten PSA – Tom Picciano

This landscape inspection report and subsequent ones will serve as a both a benchmark of current landscape maintenance concerns and the progress toward corrective actions. It will also serve as a deficiency list of items that should be addressed under the current landscape maintenance agreement.

These items must be completed by September 25, 2020. Notify PSA in writing upon their completion, via fax or email, on or before 9:00 am on September 28, 2020. Contractor must initial the bottom of each page and sign at the bottom of the last page. The reason for any uncompleted deficiency must be listed.

**SCORE 1=POOR 2= FAIR 3=GOOD**

### **3 MOWING/EDGING/TRIMMING**

The turf was mowed high in accordance with the specifications. Some sections of turf were saturated. Do not mow these wet areas to avoid turf rutting and soil compaction. The line trimming was performed at the same height as the mowing. The hard edging was vertical, and the edge was thoroughly cleaned out. Most of the beds were neatly defined. The blowing down of hard surfaces was thorough.

Bellehaven exit- turf was mowed at two different heights.

Bellehaven entrance-hard edging was beveled and appeared to be done with a line trimmer. Turf was cut too far away from sidewalk and must now be allowed to grow back.

### **2 TURF COLOR**

The St. Augustine and Bahia turf color was generally a mottled medium green. There was not much of a change over the past month. The Bahia turf color was a mottled medium green along Moon Lake Rd. The clubhouse parking lot lawn was a mottled medium green to a mottled dark green. Veteran's Park ranged from a mottled medium green to a consistent medium green. The Bridgeton dock area remained a mottled medium green color. The Bellehaven entrance remained a mottled medium green color. The Slidell entrance was a mottled medium green color. *Photo below.*

*September*



*September*



*August*



*August*



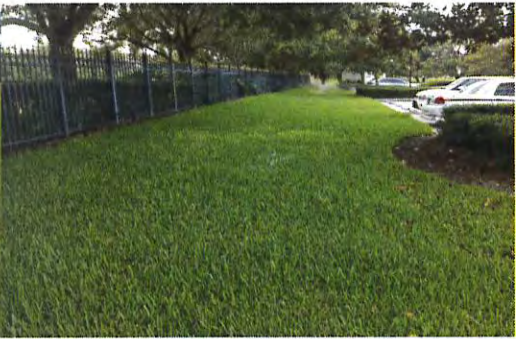
*August*



*July*



*July*





July



June



June



June



## **2 TURF DENSITY**

*Recommendation-a number of ponds have thinner areas of Bahiagrass that should be re-seeded yearly with a seed mix of winter rye, common Bermudagrass and Bahiagrass in order to maintain a sufficient density.*

North Gate-the density ranged from fair to good on the inbound side of the gate, though the density was improving. The density remained strong on the outbound side of the gate.

Moon Lake Road-the density of the Bahia turf remained along the entire length of the wall.

Clubhouse left side-the density was fair. It showed a slight improvement over the past month.

The density of clubhouse lawn along northern section of Moon Lake Road fence ranged from fair to good. It showed a slight improvement over the past month. The area should be core aerated and seeded with a resilient seed mix of rye, common Bermudagrass and Bahia grass.

Clubhouse lawn along the edge of the parking along Moon Lake Road-the density ranged from fair to good. A number of sections have deteriorated due to insect and/or disease activity and needs to be replaced.

Common areas-Bahia turf density was strong around the ponds and roadsides.

Veteran's Park-the density was strong.

South Gate-the density inside and outside of the entry was strong.

Bridgeton dock area-the density ranged from poor to good.

Clubhouse playground-it is recommended that this area be seeded with a resilient seed mix of winter rye, common Bermudagrass and Bahiagrass to stabilize sloped and thin areas.

## 2 TURF WEED CONTROL

The weed count has increased due to the regular rainfall.

When treating broadleaf weeds use the lower rate of herbicide to reduce the chances of yellowing the turf.

Lower irrigation run times wherever possible to reduce weed and sedge growth.

Belle Haven entry and exit- broadleaf weeds and sedge.

Slidell entry and exit- broadleaf weeds and sedge.

Clubhouse lawn along the edge of the parking lot along Moon Lake Road-broadleaf weeds.

## 2 TURF INSECT/DISEASE CONTROL/OVERALL HEALTH

Slidell exit gate- treat new sod for insect and/or disease activity. *Photo below.*



Done 9-10-20  
Sod treated for  
web worms

Clubhouse left side- treat new sod for insect and/or disease activity. *Sod treated for chinch bugs*

It is not uncommon for sod purchased in summer to have some degree of insect and/or disease activity. With proper care it should recover quickly.

Clubhouse lawn along the edge of the parking along Moon Lake Road-turf is in decline from insect activity and needs to be replaced under the warranty. **WARRANTY WORK.** *Photo below.*

*August*

*September*





The turf was cut at the proper height at most locations. The turf color was a mottled medium green, with the density ranging from fair to good. Warranty sod is needed along the clubhouse parking lot. There was evidence of insect/and or disease activity along the clubhouse parking lot. The broadleaf weed count the clubhouse and other locations has increased due to the regular rainfall. The weeds required spot treating with a lower rate mix of herbicide to reduce the chances of turf yellowing. Continue to treat sedge. Monitor both irrigation and rainfall to prevent disease activity and increased weed growth.

### **3 SHRUB – TREE INSECT/DISEASE CONTROL/OVERALL HEALTH**

Bellehaven entry side traffic light-Fakahatchee grass has beginning of spider mite infestation. ✓

Front of clubhouse-remove dead shrubs. ✓

Front of clubhouse- treat juniper for spider mites. ✓

### **2 BED WEED CONTROL**

Boat ramp drive-treat crack weeds in gravel. Beds and paved areas need to be kept “essentially weed free”.  
*Photo below.*

*September*

*August*



Bellehaven exit gate-remove bed weeds from juniper.

11631 Bellehaven median-remove bed weeds. *in progress - Done*

11704 Bellehaven median- treat crack weeds. *working on spraying*

Bridgeton playground-remove bed weeds from palmetto beds.

Bellehaven entry traffic light-remove bed weeds. *in progress*

Bellehaven exit gate-remove jasmine from juniper. *in progress*

Clubhouse left side-remove weeds from ornamental grass bed. *Done*

### 3 IRRIGATION MANAGEMENT

Bridgeton walkway to dock right side- straighten rotor head. **MISSED FROM LAST MONTH.** *Photo below.*



Clubhouse playground-straighten standpipe in ornamental grass bed. **MISSED FROM JULY & AUGUST INSPECTION.** *Completed*

The turf, shrubs and flowers appear to be receiving sufficient irrigation. The regular rainfall may necessitate the lowering of irrigation run times and watering days in order to reduce chances of disease and weed growth.

### 3 SHRUB PRUNING

\*It should be noted that the shrubs, including but not limited to, the hawthorns and schilling hollies, should not be pruned too tightly. This means that too much vegetative growth is being removed, limiting the plants availability to make food for itself. In addition, the plant will look more attractive by not having "holes" in it, and allowing it to develop its more natural shape. (i.e. Indian Hawthorn has a natural mounded habit)

Left side of clubhouse- cut back ornamental grass. *Photo below. in progress - Done*



11727 Bellehaven median-prune lorapetalum. *in progress*

11327 Bellehaven-cut back lorapetalum to improve line of sight. *in progress*

Clubhouse left side-prune dead sections out of schilling hollies. *Done*



### 3 TREE PRUNING

9517 Marblehead-cut back woodland and remove vines. **MISSED FROM LAST MONTH.** *Photo below.*



in progress

Veterans Park-prune low hanging branch over picnic table. *Photo below.*



Done

Moon Lake Road at Bellehaven-remove fallen wax myrtle. ✓

Bellehaven exit-remove sucker growth and moss from crape myrtles. ✓

Clubhouse right side-prune low hanging branches at entry gate to tennis court. in progress

Clubhouse left side-elevate maples trees.

Clubhouse parking lot at light pole #43793009-prune low hanging branches over parking space.

Oyster Bay common area-elevate oak tree along street to allow for passage of school busses and other large vehicles. **IMPORTANT.** proposal approved work still pending

### 3 CLEANUP/RUBBISH REMOVAL

There was not a significant amount of vegetative debris or litter to be removed

Clubhouse playground-spread rubber mulch to thin areas.

### 3 APPEARANCE OF SEASONAL COLOR

The seasonal color display of coleus is providing strong curb appeal on Bellehaven and to a lesser degree along Slidell. Coleus need to be pinched back to maintain fullness.

*September*

*September*



*September*



*August*

*August*



### (1) CARRIED FORWARD FROM PRIOR MONTH

**INSPECTION SCORE 30 of 36** –Passing score is 30 of 36 or 28 of 33 (with no seasonal color.)

**PASSED INSPECTION**

**Payment for SEPTEMBER services should be released after the receipt of the DONE REPORT.**

## FOR MANAGER

None

## PROPOSALS

NEW-Submit a proposal to remove dead wood and moss from 3 large oaks trees on the left side of clubhouse. ✓

NEW-Submit a proposal to provide enhanced fertilization and aeration to the 3 large oaks on the left side of the clubhouse. ✓

Submit a proposal to elevate trees, remove tree and install St. Augustine sod on the exit corner of Bellehaven at Moon Lake Rd. ✓

Submit a proposal to spread a seed mix of winter rye, common Bermudagrass and Bahiagrass. Price should be based a per 1000/sf rate. State how many pounds of seed per 1000 s/f. Price should be based per 50lb bag.

Provide the contractual hourly rate to locate and clear drain pipe on Bridgeton, across the street from playground.

Tennis court-turf is compacted and sparse from heavy foot traffic damage. Area should be core aerated and seeded with a seed mix of millet, common Bermudagrass and Bahia grass. A proposal would be required.

## SUMMARY

ASI performed to contractual standards for this inspection. The turf was mowed, trimmed and cleaned up in accordance with the specifications. The mower blades were sharp leaving a clean cut. The turf color remained a mottled medium green in most locations. The rainfall has helped to improve the density in some of the more marginal areas, but the density of the turf varied widely throughout the grounds. There was still evidence of insect activity and/or disease activity in the high visibility area of the clubhouse. This quality of this turf is poor and must be replaced under the warranty. The regular rainfall has also increased the broadleaf weed count. The majority of shrubs were pruned, but some sections of woodline still need to be cut back. The shrubs were healthy. Tree pruning needed to be performed in a few areas. The bed and crack weed control ranged from fair to good. The irrigation system may need to be adjusted so that the landscape does not receive too much water in conjunction with regular rainfall. This would lead to increased weed and disease pressures. The seasonal color display of coleus is providing strong curb appeal on Bellehaven and to a lesser degree along Slidell. Some items were not completed from the August inspection. ASI is maintaining the grounds using proper horticultural techniques.

ASI certifies that all work on this list has been completed in the 14-day timeframe specified in the contractual agreement and provided to PSA within the same period.

Signature Armando Taylor

Print Name Armando Taylor

Company ASI Landscape

Date 9-28-20

## **Tab 3**



## WATERS EDGE CDD - ACTION ITEMS

[illegible]

## **Tab 4**

## MAINTENANCE COST SHARING AGREEMENT

This Maintenance Cost Sharing Agreement (the “**Agreement**”) is made and entered into effective as of this 1<sup>st</sup> day of January, 2006 between the **Waters Edge Community Development District**, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes (the “**District**”) and the **Waters Edge Master Association**, a Florida non profit corporation (the “**Association**”).

### Background Information

The District and the Association are landowners of property within the boundaries of the District. The District has constructed improvements and owns property in the District (“**District Property**”), and the District is responsible for the landscaping and maintenance of the District Property. The Association also owns property within the District (the “**Association Property**”), and the Association is responsible for the landscaping and maintenance the Association Property. To maintain the Association Property, the Association has entered into a landscape maintenance contract (the “**Landscape Maintenance Contract**”) attached as **Exhibit “A”**. Currently, the Landscape Maintenance Contract is for \$123,600 per year with 40% for District Property maintenance and 60% for Association Property maintenance. The District and the Association desire to enter into this Agreement because it will benefit the District residents and the Association members through the reduction of the overall landscape maintenance expenses for District Property and Association Property. In addition, the District and the Association have agreed to split the costs to repair any damage to the Association’s entry gates.

## **Operative Provisions**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and the Association agree as follows:

1.     **Incorporation of Recitals.** The foregoing Background Information is true and correct and is hereby incorporated into this Agreement by this reference.
2.     **Cost Sharing.** The District agrees to pay the Association \$4,120 per month for the mowing and maintenance of the District Property, and the District will pay 50% of any costs to repair damage to the entry gate. The Association agrees to pay 50% of any costs to repair damage to the entry gate.
3.     **Frequency of Mowing.** The Association agrees to mow and maintain the District Property based on the maintenance schedule found in the Landscape Maintenance Agreement.
4.     **Term.** This Agreement shall become effective as of the date of this Agreement, and shall remain in effect for 1 year from that date. This Agreement shall automatically renew annually, unless terminated by either party in accordance with this Agreement.
5.     **Termination.** The District and the Association shall have the right to terminate this Agreement upon thirty (30) days written notice with or without cause.
6.     **Insurance.**
  - (a)    The Association shall procure and maintain in force at all times during the term of this Agreement general liability insurance insuring the Association and the District (and naming them both in the policy) against any liability whatsoever occasioned by any



accident on or about the Association Property or District Property or any appurtenance thereto, in minimum amounts of \$1,000,000 for injury to any one person.

(b) All insurance required under this Agreement shall be written with an insurance company or companies authorized to do business in the State of Florida and the cost of all premiums on the policies shall be paid by the Association. A certificate of the original liability policy shall be delivered to the District within fifteen (15) days of the commencement of this Agreement. The Association shall also furnish the District with the renewal certificate for the policy at least fifteen (15) days prior to the expiration date of the policy.

7. **Amendment.** Amendments to and waivers of the provisions contained in this Agreement may be made only in writing by both parties.

8. **Notices.** All notices pursuant to this Agreement shall be given to the parties by hand delivery, facsimile, overnight delivery or by regular mail.

9. **Enforcement.** In the event of any breach of this Agreement by either party, the non-breaching party shall be entitled to all rights and remedies available at law or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by either party. In the event of any litigation arising with respect to this Agreement, the prevailing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action at both the trial and appellate levels.

10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of Florida.

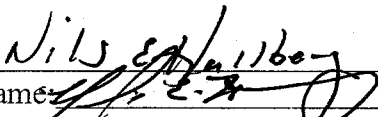
11. **Counterparts.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.
12. **Third Party Beneficiaries.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the District and the Association. This Agreement is solely for the benefit of these parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and all negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement.


**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the date first set forth above.

**[This Space Intentionally Left Blank]**

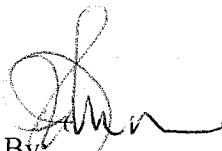
Attest:

Waters Edge  
Community Development District

  
Name: Nils E. H. 11607  
Secretary/Assistant Secretary

  
Name: MARK JOHNSON  
VICE Chairman, Board of Supervisors

Waters Edge Master Association,  
A Florida non profit corporation

  
By: \_\_\_\_\_  
Name: MARK JOHNSON  
Title: PRESIDENT



3330 36th. Ave. N. St. Petersburg, Fl. 33713  
(727) 521-3320 FAX (727) 521-6219

November 3, 2005

Waters Edge CDD  
Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614

Attention: Deborah Bayne, District Manager

RE: Waters Edge Irrigation Pump Station Maintenance

Dear Deborah:

Find enclosed the maintenance proposal for the Watertronics pumping stations at the above captioned project. Quarterly services will be performed in January, April, July and October 2006 and 2007. Maintenance services to include remote fault monitoring. The remote monitoring requires the installation of a telephone line to the main pumping station. Additionally, monthly site visits will be performed to collect data for the preparation and submission of the standard SWFWMD monthly use reports. Additional reporting that may be required in conjunction with your consumptive use permit is not included in this proposal.

There is an area on page three (3) of the pump station maintenance agreement that will need to have information provided, as to the contact person, their phone number and the pre-approved repair amount.

The existing pumping system components shall be fully functional and in complete operation at time of maintenance inception. ITS will provide remote fault monitoring at no additional charge provided that the CDD installs a data line at each pumping station.

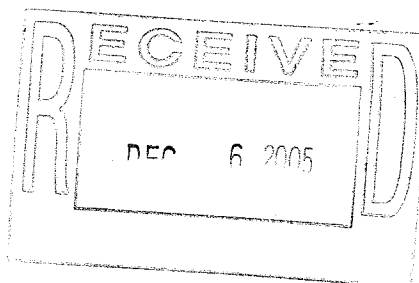
Should you have any questions regarding this information, please contact me at your convenience.

Sincerely,

Larry G. Smith  
General Manager - ITS

LGS/dl  
cc:file

DeB,  
THE HOA IS  
HAVING THE PHONE  
LINE INSTALLED.  
CALL IF ANY  
QUESTIONS.  
TKS  
MARK JOHNSON  
RYLAND HOMES 727-224-9165



**Waters Edge CDD - New Port Richey, Florida  
Watertronics Pumping Stations Maintenance Agreement**

I. - Maintenance Frequency: **Irrigation Technical Services** agrees to provide routine inspection and adjustment of the common irrigation and transfer pumping stations one (1) time per quarter. (4 times/year) Services to include monthly collection and reporting of consumptive use data to the Southwest Florida Water Management District.

II. - Maintenance Responsibility: Preventative Maintenance Inspection to include the following as it applies to the above referenced equipment:

A. Motors:

1. Perform voltage and amperage test under no load and full load conditions to determine electrical power quality and electrical connection integrity.
2. Perform Meg-ohm test on all motors once per year to determine condition of motor windings. Record bearing temperature reading.
3. Change motor oil and Lubricate motors once per year. Motor oil charge in addition to contract.
4. Inspect motor termination, head shaft connection and ratchet assembly. Tighten base bolts.

B. Pumps:

1. Clean drain tubes, adjust packing, and check for shaft play. Verify vacuum breaker for anti-siphon, tighten head bolts.
2. Pressure test all pumps at no flow (dead head) and full flow (requires assistance from sight maintenance personal) to determine condition of pump bowl assembly and determine proper water flow through the intake system.
3. Check for excessive noise and vibration.
4. Check mechanical seal/packing and adjust packing for proper coolant water flow. Re-pack pumps and inspect shaft clearance in packing house once yearly.

C. Check Valves:

1. Sound test all check valves for leakage

D. Isolation Valves:

1. Inspect and exercise all isolation valves. Lubricate if needed.

E. Manifold:

1. Inspect general condition of all manifold piping, welds and bolting.

F. Tank:

1. Visually inspect hydro pneumatic tank integrity. Verify air and water ratio. Inspect surge tank air relief valve and verify operation. Check bladder and precharge pressure.

G. Station Skid:

1. Inspect for corrosion, deterioration and missing components.

H. Control Valve:

1. Verify operation. Clean Y strainer, limit switches and flush all tubing. Check pressure gauges and stem "o"ring.

I. Optional Equipment:

1. Check the following optional component if present: Relief valve (standard on VFD station), Y strainer, hydraulic pump station, intake screen flush operation, bypass control valve, and air compressor for tank charging system.

J. Water Source:

1. Inspect wet well for debris and visually inspect pump column assembly (access hatch is necessary for this procedure).

K. Main Electrical:

1. Check and verify all connections to pump station. Inspect disconnecting means, verify capacity (voltage, amperage and fusing). Check for signs of heat damage.
2. Check line voltage under full load and no load conditions. Calculate voltage imbalance and voltage variance.

L. Grounding:

1. Verify main grounding electrode and grounding electrode conductor. Inspect all ground and bonding connections.

M. Control Panel:

1. Inspect and clean as necessary all control components in electrical control cabinet. Make necessary adjustment as needed for proper operation. Clean and flush control tubing to pressure switches.
2. Check control voltage. Verify alarm operations installed on station and check indicating lamps and meters, replace as necessary.
3. Inspect electrical enclosure for leakage. Examine components for deterioration and heat damage. Lubricate door gasket and disconnect linkage. Inspect all wiring and terminations.
4. Inspect and verify surge protection, if installed. Verify VFD operation and VFD cooling unit operation. Clean and inspect motor starter contacts once per year.

N. Auxiliary Power Unit:

1. Verify operation and check transformer and panel conditions.



III - Non-Maintenance Repairs:

The responsibility listed above provide for a routine inspection of the irrigation system pump station. Materials and labor needed to make repairs, not included in "Maintenance Responsibility", shall be an additional charge as follows:

Materials: Manufacturers published list price.

Labor: Hourly charge per man

Technician \$ 85.00 per hour portal to portal

Assistant \$ 55.00 per hour portal to portal

Approved Limit: No work in excess of \_\_\_\_\_ shall be performed

Without prior authorization from: \_\_\_\_\_,  
print name & PH #

IV - Owners Cooperation:

A. Equipment and grounds must be accessible to **Irrigation Technical Services** personnel.

Damage to the pump station after the check out of the system shall not be covered by **Irrigation Technical Services** and shall be paid by the owner/agent with whom this contract is made.

**Irrigation Technical Services** shall not be held responsible for loss of plant materials due to pump station failure incurred during the maintenance period.


**Irrigation Technical Services** shall provide a one-year warranty on replacement equipment or manufacturers listed warranty, (which ever is applicable) as well as a ninety (90) day warranty on labor.

**Irrigation Technical Services** agrees to respond to emergency services for the pump station within 24 hours for a phone response or a site visit.

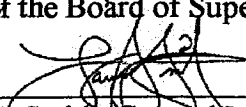
Contract Term and Amount. The term of this agreement shall be for a period of two (2) years, beginning on the first day of November 2005. During the term, Waters Edge Community Development District shall pay ITS the sum of \$375.00 per month for Maintenance Responsibility services. Notwithstanding anything in this agreement to the contrary, either party may terminate this agreement at any time during the term by giving the other party not less than thirty (30) days written notice of termination.

Insurance. During the term of this agreement, ITS shall maintain and provide Waters Edge Community Development District with satisfactory proof of general liability insurance coverage with limits not less than \$1,000,000 per occurrence.

12/05/2005  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chair of the Board of Supervisors Waters Edge CDD

November 3, 2005  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Larry G. Smith, General Manager - ITS

**WATER'S EDGE HOMEOWNERS ASSOCIATION, INC.**  
New Port Richey, FL

**LANDSCAPE MAINTENANCE AGREEMENT  
2020/2021**

RFP  
LANDSCAPE MAINTENANCE AGREEMENT  
LANDSCAPE MAINTENANCE SPECIFICATIONS  
CONTRACTOR QUESTIONNAIRE

November 2019

Water's Edge-2020/21 Company Name ASI Landscape Management

Initials 

WATER'S EDGE HOMEOWNERS ASSOCIATION, INC.  
New Port Richey, FL

REQUEST FOR PROPOSAL-2020/2021 LANDSCAPE MAINTENANCE

LANDSCAPE CONTRACT  
LANDSCAPE MAINTENANCE SPECIFICATIONS

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Water's Edge-2020/21 Company Name ASI Landscape Management

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# PSA HORTICULTURAL

## Landscape Consulting & Contract Management

*"Protecting Your Landscape Investment"*

925 Florida Avenue, Suite D  
Palm Harbor, FL 34683

November 2019

REQUEST FOR PROPOSAL (RFP): **WATER'S EDGE HOMEOWNERS ASSOC, INC.**

RE: **LANDSCAPE MAINTENANCE**

### 1.1 Introduction:

**WATER'S EDGE HOMEOWNERS ASSOCIATION, INC.** ("the Client") is seeking proposals for Landscape Maintenance. The property is located at 9019 Creedmoor Lane New Port Richey, Florida. The maintenance consists of grounds maintenance, pest control, irrigation maintenance and arbor care. The maintenance procedures shall be performed on the common grounds within the community.

**The objective of this Landscape Maintenance Agreement is to provide the Client with on-going continuous proactive service, which shall ensure the Client's property is kept in an attractive condition at all times.** Additional reporting forms shall be provided to the selected Contractor. The Contractor shall provide full-service grounds maintenance services. The charges for these services shall be all inclusive as described in the Landscape Maintenance Agreement. The Landscape Maintenance Agreement between **WATER'S EDGE HOMEOWNERS ASSOCIATION, INC.** and the selected Contractor shall be performance-based, in order to assure quality care and contract compliance.

The Contractor shall meet or exceed the expectations set by the **WATER'S EDGE HOMEOWNERS ASSOCIATION, INC** by employing sound horticultural maintenance practices, installing high quality insect and disease free sod and plant material (when necessary) according to accepted industry practices per the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS).

This RFP includes: the landscape contract with specifications, a site map, and a Contractor questionnaire.

### 1.2 Term of Agreement:

The term of this agreement shall be **twenty-four (24) months**, commencing on January 1, 2020 and ending on December 31, 2021. This agreement shall not automatically renew. Payment shall be made to the Contractor in equal monthly and/or quarterly payments. Upon expiration of this agreement, the Contractor may work on a month-to-month basis, until another agreement is executed, if mutually agreed upon by the Client and Contractor.

The Client reserves the right to change the scope and commencement date of this agreement.

Water's Edge-2020/21 Company Name: ASI Landscape Management

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### 1.3 Site Inspection:

All bidders shall have the opportunity to visit the job site in order to become familiar with the project. A site tour shall be held on November 13, 2019 at 9:00 am. **Attendance is mandatory if you plan on submitting a bid on this project.** The meeting point shall be at the Water's Edge Clubhouse, 9019 Creedmoor Lane New Port Richey, Florida. During the inspection, bidders may ask questions regarding the site or the bidding process. A PSA representative shall also be available to answer questions via e-mail up to November 21<sup>st</sup> at 4:00 pm. The questions may not relate to any specific financial or landscaping component that may give that company an unfair bidding advantage. All bidders shall be informed of the question and answer.

Bidders are not permitted to contact any member of the Water's Edge Homeowners Association, Board of Directors or the management company. Any questions or concerns shall be addressed to PSA.

Please contact Tom Picciano at [tom@psagrounds.com](mailto:tom@psagrounds.com) by 4:00 pm on November 12, 2019, if you intend to submit a bid on this project.

### 1.4 Substitutions:

No substitutions may be made to the quantities, materials, or frequencies during the bidding process.

### 1.5 Contractor Questionnaire:

The Contractor shall submit the completed questionnaire and submit the attached Contractor Questionnaire along with his bid forms.

### 1.6 Insurance:

Bidders must include Proof of Liability and Worker's Compensation Insurance with their submitted bid.

### 1.7 License:

The Contractor and/or its sub-contractors shall be a holder(s) of all pertinent licenses needed to operate a landscape maintenance business. This includes but is not limited to occupational, County, irrigation, and pest control licenses.

### 1.8 Pricing Instructions:

Bidders shall submit their prices on the appropriate forms. All of the bidder's prices shall cover all charges including, applicable taxes, insurance, overhead and profit. The Contractor guarantees that their pricing shall not increase during the term of this agreement.

### 1.9 Instructions:

**Sealed bids** shall be delivered by mail, delivery service or by hand to the office of PSA, 925 Florida Avenue, Suite D, Palm Harbor FL, 34683. The deadline for submission is November 22, 2019 by 1:00 pm. Bids received after the deadline shall be rejected. Three copies of the Landscape Maintenance Agreement, with each page initialed, the last page signed and all pricing blanks filled in, shall be submitted along with three copies of a completed Contractor Questionnaire, three copies of appropriate certificates of insurance, and three copies of all pertinent business, pest control and irrigation licenses. Submit these copies in a single envelope. Mark the lower right hand corner of your bid envelope **"WATER'S EDGE HOMEOWNERS ASSOCIATION 2020/2021"**. Do not include any other documents other than the requested material in this envelope.

Water's Edge-2020/21 Company Name ASI Landscape Management

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Staple each set of copies in the upper left-hand corner. Do not bind proposal copies in any way other than stapling. **Do not include any photographs, marketing materials or any other materials other than what is being requested.**

The bidder may include marketing materials for review by the Client. **These materials may not be included in the bid envelope.** They must be submitted in a separate envelope.

The Client is under no obligation to select the lowest bidder. The Client reserves the right to ask for modifications of the proposals. The Client reserves the right to review the proposals for a period of up to sixty (60) days, in order to review the qualifications of the bidders. Faxed bids shall not be accepted.

Upon review of the bids, PSA may contact a selected group of Contractors on behalf of the Board of Directors for a presentation to the Board of Directors. The selected Contractor shall then be chosen from among the finalists.

All bids shall be mailed or hand delivered to:

**PSA / Attn: Tom Picciano**  
**925 Florida Avenue, Suite D**  
**Palm Harbor, FL 34683**  
tom@psagrounds.com  
**727-505-1532**

1.10 Uniforms:

All of the Contractor's personnel and sub-contractors shall be fully uniformed while they perform work at the job site. A crew leader must be distinguishable from other crewmembers by the wearing of a different uniform shirt.

1.11 Materials:


It is the responsibility of the Contractor to confirm all measurements and quantities

1.12 Safety Program:

The Contractor shall maintain an adequate safety program for all employees and other individuals working under this agreement. Contractor shall provide employees with all the necessary safety equipment and safety clothing needed in order to perform their jobs.

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Water's Edge-2020/21 Company Name ASI Landscape Management

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Water's Edge-2020/21 Company Name ASI Landscape Management

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Aquatic Systems  
CARE & MAINT. DIV. - 10110 SW

**EXHIBIT B**

Water's Edge CDD  
New Port Richey, Florida

1-800-432-4302



Water's Edge-2020/21 Company Name ASJ Landscape Management :

Initials *ASJ*

**LANDSCAPE MAINTENANCE SPECIFICATIONS  
&  
LANDSCAPE MAINTENANCE AGREEMENT  
FOR  
WATER'S EDGE HOMEOWNERS ASSOCIATION, INC.  
NEW PORT RICHEY, FL.**

**LANDSCAPE MAINTENANCE AGREEMENT**

This agreement is made and entered into on this 12/12 2019, by and between the Water's Edge Community Association, Inc. "the Client" and ASI Landscape Management to provide landscape maintenance services to its common grounds, located in New Port Richey, Florida. The Contractor agrees to work under the supervision of PSA Horticultural Inc., referred to herein as PSA.

The term of this agreement shall be for twenty-four months, commencing on January 1, 2020 and ending on December 31, 2021. This agreement is not self-renewing.

**Part I Warranties, Indemnification and Insurance**

**A. Warranty:**

Contractor warrants that all work performed under this agreement shall be free from defects in workmanship and materials and shall be performed in accordance with industry standards and these specifications.

**B. Indemnification:**

The Contractor shall indemnify and hold Client harmless of and from all expenses, court costs, attorney's fees, penalties or damages of any kind whatsoever, incurred in connection with the services provided to the Client; in connection with any liability arising out of injuries sustained by any person in or about the property; in connection with any violation of any federal, state or municipal law, regulation or ordinance or any claim for taxes or other charges which may be made against the Client by reason of the services provided to the Client, except when due to gross negligence or malfeasance of the Client. The Contractor will carry all necessary liability and Worker's Compensation insurance adequate to equally protect the interests of the Client.

All dispute resolution will be in accordance with the laws of the State of Florida. In the event of any dispute, Client shall have the right to litigate such claims in any state or federal court in Pasco County, Florida and Contractor consents to the exclusive and mandatory venue in such courts.

**C. Insurance:**

The Contractor shall provide and maintain "Worker's Compensation Insurance" for all of his employees at this site, during the term of this agreement.

The Contractor shall provide and maintain a comprehensive and General Liability Insurance Policy during the term of this agreement, insuring Contractor, its employees and any sub-contractor and its employees performing services under this agreement and from all damages for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement.

**D. License:**

The Contractor and/or its sub-contractors shall be a holder(s) of all pertinent licenses needed to operate a landscape maintenance business. This includes but is not limited to occupational, city, state, county, irrigation, and pest control licenses.

Water's Edge-2020/21 Company Name ASI Landscape Management

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**E. Pre-Existing Conditions:**

The Contractor shall not be held responsible for landscape deficiencies that may exist prior to the effective date of this agreement, unless this contract serves as a "renewal" contract from the year before, even though the past contract was not automatically renewed. Upon mutual agreement, a written list of these pre-existing conditions will be prepared for by the Client for the Contractor to resolve at the Client's expense, unless the Contractor is the same as the prior year's Contractor. The Contractor shall have a grace period to complete all contractual pre-existing conditions, that do not involve additional expense to the Client, by February 28, 2020 and PSA will not impose any penalties on the Contractor before this date. If these conditions are not repaired and/or otherwise resolved satisfactorily to the Client and completed accordingly, then the Contractor will be subject to penalties according to the PSA contract and as stipulated in this contract.

*\*This Pre-Existing Conditions clause does not apply to an incumbent landscape contractor regardless if the contractor was awarded the contract via a renewal or a competitive bid.*

**F. Scheduling:**

Upon mutual agreement between the Contractor and the Client, a regular maintenance service day(s) will be selected. The client shall be contacted at least thirty-six (36) hours in advance when the Contractor cannot perform services on the scheduled day, except in the case of adverse weather conditions. An alternate day and/or time will then be selected. **Prior to the beginning of each contract year Contractor shall provide a detailed schedule for Grounds Maintenance, Pest Control and Irrigation System Maintenance for the upcoming year. This schedule will include anticipated service dates and services to be provided.**

The Contractor shall make every effort to provide the Client with the same crews for each component of the maintenance operations, grounds maintenance, pest control and irrigation. A supervisor shall be on site at all times during any maintenance operation.

**Landscape Specifications**

*The Contractor shall meet or exceed the expectations set by the Water's Edge Homeowners Association. The community expects its residents to be able to reside and relax in an environment surrounded by verdant green turf, lush shrubbery, and graceful shade trees. The vendor shall accomplish this by employing sound horticultural maintenance practices, installing high quality insect and disease-free sod and plant material according to accepted industry practices per the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) recommendations. Additionally, a high attention to detail in the policing of the grounds is expected in both the "manicured" and the "natural" areas of the community.*

*The specifications listed below should be practiced in accordance with BMP (Best Management Practices) for Florida Green Industries.*

*Reference Material: Best Management Practices for Protection of Water Resources in Florida.*

**Part II – Lawn Maintenance**

**Mowing, Edging and Trimming:** Contractor will mow all turf and pond areas. There are approximately 51 pond areas. (see exhibit's A & B) weekly, beginning on April 1<sup>st</sup> and ending on October 31<sup>st</sup>. (The growing season). No more than 1/3 of the leaf blades should be removed per mowing. Mowing shall be performed only with a closed deck, mulching mower. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety recommendations. Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. Contractor shall make every effort to avoid blowing cut grass

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into planting beds, ponds and drainage ditches. During the non-growing season, from November 1<sup>st</sup> through March 31<sup>st</sup>, the Contractor will perform the lawn maintenance every other week. The Contractor shall remove branches, vegetation, furniture or any other objects that impedes the mowing process or presents a hazard to the Contractor, homeowner, staff or guest as a condition of this contract.

**\*Mowing shall take place on two consecutive days. It may be mowed Monday and Tuesday, or Tuesday and Wednesday, or Wednesday and Thursday. By the end of each day, that day's entire work zone shall be mowed, trimmed, edged and blown clean. No area shall be left unkempt overnight.**

If a mowing is missed due to inclement weather, and the Contractor is not able to perform the mowing that week, the Contractor shall provide the Association a credit for future services or add a mowing to be provided at a later date. The Contractor shall determine whether the credit or mowing at a later date shall be used.

**Value of single mow- line trim, hard and soft edge, blow clean \$** 3,800.00

Contractor will hard edge all sidewalks, curbs, and appropriate driveways bordered by grass at every other mowing, and line trim all grassy areas not accessible to mowing equipment at every mowing. Line trimming along asphalt streets and paths shall be performed during every other mowing. Drainage swales and ditches shall be line trimmed when wet conditions prohibit mowing. All irrigation valve boxes, and vaults at ground level shall be kept clearly visible at all times, by regular line trimming. Planting beds shall be edged with a power edger every other mowing. Herbicide or any chemical treatment will not be used to control grass overgrowth at sidewalk, driveway, street, or decorative border edges, except to control overgrowth initially with permission from the Client. Contractor shall clean all grass clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in streets, garden beds or sewer drains.

In order to prevent damage to irrigation pipe by maintenance equipment; non-selective herbicides are to be used only around PVC pipes and backflow devices. Under no circumstance should non-selective herbicides be applied along grassy edges of garden beds, driveways, and sidewalks in lieu of mechanical edging, except to control overgrowth initially with permission from the Client.

The Contractor will be required to use the properly sized mowing equipment, including push mowers for small turf panels. Any damage to grounds and property incurred during maintenance operations will result in the Contractor being assessed for necessary repairs or replacement of damaged items.

Any lawn that dies or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor.

**B. Turf Insect, Disease and Weed Control:** The Contractor will inspect lawn areas each visit for indications of pest problems.

Upon confirmation of a specific problem requiring treatment, the Contractor will apply pesticides as needed. The Contractor will keep records on pest identified and treatment(s) rendered for control.

All areas of St. Augustine turf shall receive two applications of pre-emergent herbicide to minimize the amount of germinating crabgrass and certain annual broadleaf weeds. A general rule of thumb for pre-emergent herbicide application is February 15 in Central Florida, or before day temperatures reach 65°F-70°F for 4 or 5 consecutive days. Control of grassy weeds such as sedges and goose grass (but not limited to them), shall be controlled as necessary.

Any St. Augustine turf that dies; becomes weed infested or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor. As a condition of this agreement the Contractor shall be responsible to apply fungicides to control turf disease on both a pro-active and curative basis.

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Monitoring the turf for diseases including take-all rot must be ongoing in order to prevent turf loss. This excludes damage from environmental conditions, water restrictions, poor cultural conditions, and nematodes or disease and insect activity for which there are no control measures.

As a condition of this agreement, the Contractor shall be responsible to alleviate any soil compaction on problematic areas up to a total area of 10,000 square feet. The soil shall be core aerated.

Turf dying in areas where third parties are amending settings on controllers or disrupting the water source will be analyzed and handled on a case-by-case basis.

Broadleaf weeds are to be controlled in turf areas by mechanical, physical or chemical methods. Post-emergent broadleaf herbicides shall be used when temperatures are 85° F or below to avoid turf damage, unless requested by Client. St. Augustine turf areas will be maintained essentially weed free. Bahia turf weeds will be spot treated when necessary with herbicides labeled for use on Bahia turf.

The Contractor is also responsible for the control of grassy weeds in the turf.

License # JB135024 Expiration Date 12-2020

**D. Turf Fertilization:** Contractor shall be responsible for determining fertilizer formulations and application rates that will result in a healthy, green, thick turf.

#### APPLICATION MONTHS

	J	F	M	A	M	J	J	A	S	O	N	D
Bahiagrass	-	-	C		-	SRN	-		-	C	-	-
St. Augustine Grass	-	C	-	N	SRN	-	Fe	SRN	-	C	-	-

\*This guide is for turfgrass fertilization under circumstances where a soil test does not exist. In order to properly apply the rate of P and K required, a soil test is required. **All turf fertilizer applications shall be based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions.** Written results shall be provided to the Client and/or PSA Horticultural within (10) business days.

C = Complete fertilizer applied at 1.0 lb N/1000 sq ft containing no more than 0.7 lb soluble N.

N = Soluble N applied at no more than 0.7 lb N/1000 sq ft.

SRN = Slow-release N applied at no more than 2.0 lb N/1000 sq ft. in the spring and summer only; no more than 1.0 lb N/1000 sq ft in the fall and winter.

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Fe = Apply Fe to provide dark green color without stimulating excessive growth. For foliar application use ferrous sulfate (2 oz /3-5 gal water/1000 sq ft). If the Fe is applied to an acidic soil, use 1 lb of iron sulfate per 1000 sq ft. If the soil is calcareous, use the container label recommended rate of an iron chelate.

As of condition of this agreement; nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations, such as the addition of supplemental iron to the turf when necessary. Local fertilizer application regulations may supersede this schedule in some cases.

The Contractor shall be responsible to remove any stains from hard surfaces caused by fertilizer application. Contractor shall notify the Client five (5) business days in advance of a turf or ornamental fertilizer application.

### **Part III – Landscape Plant Maintenance** **Trees, Palms, Shrubs, Ground Covers**

**A. Fertilization:** Ornamental shrubs, trees and ground covers shall be fertilized after planting and then three times per year. Two of the applications are scheduled for March and October. An all-purpose fertilizer shall be used with an analysis of 8-0-12, 15-0-15 or similar, with application rates determined by the size of the plants. Fertilizer labels shall be made available to the Client upon request. It shall not be necessary to fertilize hardwood trees that exceed four inches in caliper.

Mature palms in the landscape shall be fertilized four times per year at a rate of 5 to 8 lbs, each application. Palms under 8 feet tall will receive 2-5 lbs, per application four times per year. A fertilizer specifically for palms shall be used. Fertilizer labels shall be made available to the Client upon request.

The fertilizer should be available in slow-release form. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be 8-0-12-4 or similar. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer may be punched shallowly into the soil on berms and slopes where runoff is likely.

Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations.

Any tree up to four-inch caliper, palm tree up to twelve feet of clear trunk, shrub or groundcover that dies or becomes weak or unsightly due to negligence or improper maintenance procedures, shall be replaced at the sole cost of the Contractor. Replacement will be of the size installed at original installation. This excludes damage from environmental conditions, poor cultural conditions, lack of precipitation and nematodes or disease and insect activity for which there are no control measures.

**B. Pest, Disease and Weed Control:** Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary. Weeds in beds or mulched areas and paved surfaces (crack weeds) will be removed by mechanical, physical or chemical methods. Beds and mulched areas are to be maintained essentially weed free. "Essentially weed free" means that all beds should begin the contract with no weeds, and that the only acceptable amount and size of weeds would be that which could germinate and grow in a single week.

**C. Pruning:** All pruning of tree and shrubs will follow University of Florida recommendations. Shrubs, groundcovers and vines will be pruned with hand or power shears as needed to provide an informal shape, fullness and blooms, at least 12 times per year. **Shrubs in their flowering cycle shall not be pruned until blooming is complete, unless there is an ingress, egress or line of sight concern.** Shrubs, groundcovers and vines shall be trimmed on a schedule

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so that they always are in a neat and attractive condition. All signs and light fixtures shall be kept clear of vegetation at all times. Shrubs, groundcovers, and vines shall not be allowed to grow over sidewalks, driveways, curbs, gutters, etc. Renewal pruning will be performed once a year, when necessary, during the non-growing season, beginning in mid-February, but prior to the spring flush of growth. Removal of up to one third (1/3) of shrub shall take place during this pruning. This type of pruning will promote healthier interior growth and bring the shrub back to its proper proportions. The Contractor will remove all pruning litter.

Ornamental grasses and all pertinent perennials shall be heavily cut back two times per year. This will ensure a healthy full plant in the growing season. Upon mutual agreement, ornamental grasses and perennials may be divided at an additional cost to the Client. Crinum lilies shall have their brown leaves removed during regular maintenance operations.

Palm pruning around the clubhouse and pool will be done two (2) times per year to remove dead and yellowing fronds, seed heads and loose boots on palms over fifteen (15) feet. Tall palms shall be pruned at "9 and 3 o'clock". On palms smaller than fifteen feet, remove only dead and yellowing fronds, seed heads and loose boots during regular maintenance visits. "Hurricane" pruning is not acceptable. Small palms shall be pruned at "9 and 3 o'clock". No pruning will be done during or immediately following growth flushes. No herbicides will be used for this purpose. The Contractor shall remove all pruning litter.

**\*The client is under no obligation to use the landscape maintenance contractor for the pruning of tall palms.**

Contractor shall be responsible for pruning of all lower tree branches up to a height of fifteen feet (15) and up to a branch diameter of three inches. Branches will be pruned just outside the branch collar and pruning paint *will not* be applied. All sidewalks, patios, driveways and other paved surfaces must have overhead tree clearance of at least eight feet. All trees shall be maintained at a uniform height. Contractor will remove all branches from property. All sucker growth shall be removed from around the base of trees on a regular basis. Crape myrtles and similar small ornamental trees shall be pruned regularly during the course of the year to remove dead, crossing and rubbing branches as well as water sprouts and sucker growth. Ligustrum trees will be trimmed to maintain their natural shape. They shall not be sheared tightly.

**D. Mulching:** All Client designated planting beds will be replenished with Grade A medium brown pine bark nuggets once a year prior to the Thanksgiving holiday. Bark should be maintained at a depth of 3 inches. All curb, roadway and bed edges will be trenched to help contain the installed bark. Bark shall not be placed directly against the trunks of trees.

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of pine bark.

Any other pine bark or pine straw installed at other locations will be at an additional cost to the Association.

#### **Part IV- Seasonal Color**

**A. Annual Flowers:** After prior approval by Board of Directors installation of annuals shall be done **four times per year** with twelve hundred (1200) annuals being installed at each rotation in designated areas. Major renovation of annual beds shall be performed once per year prior to the Holiday Season planting. A potting mix specifically blended for annuals will be used. The beds shall be eight inches deep at the deepest point tapering down to existing grade and angled for the best visibility and curb appeal. The potting mix will be "topped off" as needed during changeouts, as part of this agreement. Six inch-potted annuals will be planted on six-inch centers (average), depending on the variety. Any annual(s) that declines in health or dies, will be replaced at no cost to the Client with like variety, so that annual display always in its best display condition. Contractor will be responsible to purchase, install, and dispose of all debris.

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The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of annuals.

Annuals and perennial bedding plants shall be fertilized at least monthly, (except from June 1-Sept 30) at a rate of ½ pound of nitrogen per 1,000 square feet of area every 3-4 weeks. A liquid fertilization schedule is also acceptable. An optional fertilizer schedule would use a slow-release fertilizer such as Osmocote or Nutricote incorporated in the bed at planting and applied thereafter according to label directions. The Contractor will be responsible for weed control. Beds will be maintained essentially weed free. Pest control will follow IPM principles. (Item A will apply only if and when the Client requests annuals and/or perennials)

#### Part V- Irrigation System

A. Prior to the effective date of this agreement, the Contractor (if a new Contractor is selected) will inspect the irrigation system and make adjustments to ensure proper operation of the system, and to check for pre-existing conditions that would require repair. A written proposal of repairs will be prepared for review by the Client. The proposal will have all necessary charges, unless it is difficult to determine a charge, due to unforeseen circumstances. If that is the case, a "time and materials" proposal will be presented. Any of the eligible repairs made by a Contractor will then be included under the scope of this agreement as described in paragraphs B through F.

**\*Water's Edge irrigation is a two-wire system. It has approximately 123 zones, 5 irrigation controllers, 5 battery operated controllers at 3 pump/well stations. Ventana has approximately 25 zones, 2 controllers and 1 pump/well station.**

B. The Contractor shall inspect and test all components and zones of the irrigation system on a monthly basis, and shall reset zone run times on a quarterly basis, according to seasonal evapotranspiration changes, while ensuring that the common area is watered on the proper day, according to local watering restrictions. During each inspection the Contractor shall sign, date, and initial an inspection sticker that is located inside the controller cover and report to the management company any changes on water controllers immediately for appropriate action from the management company. The automatic shutoffs (rain sensors) will be inspected annually prior to the May inspection. The sensors will be adjusted at this time, and malfunctioning sensors will be reported to the management company.

C. Minor adjustments and repairs such as sprinkler head replacement, dripline repair, emitter clearing or replacement, filter cleaning, lateral line repairs and controller adjustments shall be made at **Contractor's expense**. The Contractor will not be financially responsible for the repair or replacement of irrigation controllers, valve replacement, mainline breaks, rain sensors or for the tracking of wires. Any four-inch turf spray head that must be replaced shall be replaced with a six-inch spray head, installed on flex pipe. In addition, standpipes shall be raised and/or lowered according to finished trimming height of shrubs, at contractor's expense. The Contractor will provide written documentation to Client and/or PSA on a monthly basis, stating on what date(s) the inspection took place, the specific repairs made, and the locations.

D. The Contractor shall notify the Client of a malfunctioning controller, and the cost to repair or replace the controller, prior to the work being performed. All non-emergency repairs shall be made within five business days. The Contractor may charge the Client for repairs that the Client mandates be made on a schedule that differs from the five business days. All emergency irrigation repairs must be completed within twelve (12) hours of issuance of a work order. PSA must be contacted in writing within twenty-four (24) hours that the problem has been corrected. Failure to meet these deadlines may result in the Contractor being penalized during the monthly inspection. **An irrigation emergency is defined as on valve that will not shut down or a broken mainline.** During weekly maintenance, the Contractor will note and report to the Client any symptoms of inadequate or excessive irrigation, drainage problems, etc.

E. The Contractor's Irrigation license(s) must be current at all times during the term of this contract. Failure to maintain a current license will be deemed a breach of this contract.

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F. The Contractor will be financially responsible for the replacement of any and all turf, trees (up to four-inch caliper) and shrubs that die or decline in health due to improper irrigation management.

G. Irrigation and/or landscape emergency contact phone number(s): # Jason Wade (727)481-6477 - Client Relation Mgr

# Joe Amoresa (813)701-1179 - Branch Mgr

#### **Part VI- General Site Maintenance**

A. The Contractor shall be responsible for removing all debris and litter from the jobsite during each maintenance visit. Contractor shall be responsible for the proper off-site disposal of this debris.

B. During each regular maintenance visit, Contractor shall inspect the entire site and remove any fallen branches, or debris on the common grounds and right of ways. This includes dead branches stuck in trees at a height up to fifteen feet.

C. Entry gate areas shall be kept weed free by mechanical, hand or chemical means.

D. Contractor shall remove any accumulation of road silt, soil or the like from hard surfaces.

E. No tracker dye shall be used with all Roundup (and comparable products) applications.

F. Contractor shall be responsible for the removal and proper disposal of any small animal carcasses.

G. Contractor shall control weeds in all paved surfaces, such as gutters, curbs, driveways, sidewalks and the like. These areas shall be maintained weed free.

H. Contractor shall be responsible for debris cleanup from normal weather conditions.

I. Contractor shall not be responsible for any severe weather-related cleanup (hurricane, tornado, etc) outside the normal contracted scope of services. The Contractor will provide the Client with an hourly rate for supervisory and cleanup personnel. Upon mutual agreement normal contracted services may be exchanged for severe weather cleanup services. Upon mutual agreement missed mowing services, or any other missed contractual service may be credited to the Client with a specific dollar value to be applied to future services.

J. Where natural wooded areas adjoin the finished turf area or landscape beds, a buffer zone of at least three feet shall be maintained with herbicide by the Contractor. This will prevent the encroachment of the natural areas into the finished landscape. Large-scale wood line cutbacks will be done at an additional cost to the Client. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

K. Heavy leaf or pine needle accumulation, as determined by the Client or the Client's representative, will be removed during the non-growing season no less than four times per year. Leaves and pine needles should not be blown or raked into the lawn or planting beds unless specified by the Client. All leaves and pine needles shall be disposed of off-site.

L. Stakes shall be removed when approved by Contractor or the management company. Staked trees shall be re-staked and adjusted as necessary as part of ongoing maintenance. This excludes re-staking as a result of adverse weather conditions. All new stakes shall be removed after 12 months.

Water's Edge-2020/21 Company Name ASI Landscape Management

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M. Dead plant material shall be removed and disposed of by the Contractor. This does not include large trees, which would necessitate the services of an arborist. The Contractor shall contact the client in writing of any plant removals and of plants that need to be replaced. Specific locations must be included in the report.

#### Part VII-Job Site Considerations

A. Contractor shall provide client and include with signed contract with a calendar year schedule(s) outlining the planned Grounds Maintenance, Pest Control, Weed Control, Fertilization, and Irrigation Maintenance functions by month prior to the beginning of their contract start date.

B. Contractor shall provide PSA/and or Management Company with a Weekly Contractor Report (provided by PSA) via email within twenty-four hours of completed weekly maintenance visit. In addition, the Contractor shall provide PSA with the Contractor's own irrigation inspection report within two days after the completion of the monthly inspection as per Section IV parts A and B of this agreement.

C. Care should be taken to not drive over any plastic catch basins, French drains and decorative borders.

D. The Contractor will be responsible for the repair of all damage to screening, edging, and PVC pipes if these items are protected by a buffer or physical barrier.

E. Contractor shall be responsible for the cleaning up of any fluids that drain from their trucks or equipment. They shall also be responsible to repair any damage to street or plant material. Contractor may not park work vehicles on turf areas or in planting beds. Equipment must be fueled over a paved surface.

F. No work may commence earlier than 7:30am Monday through Friday and 8:00am on Saturday. Only emergency related work may be performed on Sundays.

G. Contractor shall display a sufficient number of pesticide notification placards at the conclusion of each insecticide, herbicide, fungicide or fertilizer treatment. Placards will indicate material applied, the date of application.

#### Part VIII-MONTHLY SITE INSPECTIONS

The landscape may be inspected on a monthly basis. The Contractor, a Client representative and a representative of PSA and/or a representative of Water's Edge, shall perform a thorough on-site inspection of all the landscaped areas and their various components. **The Contractor shall be given at least two business days (48 hours) notice of the inspection.**

The scoring system is based on an aggregate point total: *1= Poor, 2= Good, 3=Excellent*. All scoring is based on an aggregate of the entire property, with special emphasis based on high visibility areas along the main arterial roads and the parks. Twelve components of the landscape are reviewed each month.

The scoring is based on the **proportion** of the property that has deficiencies, **and the magnitude of the deficiency**. Ex. Whether the turf was cut too low, or uneven, too many low hanging branches to impede the line of sight or cause injury, yellow turf in the middle of summer, how much of the turf or shrubs are affected by disease or insects, the health and bloom of the annuals, etc.

1= Poor- This indicates that **2/3- all of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

2= Good- This indicates that **1/3-2/3 of the property (and the magnitude of the deficiency)** has a problem with

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any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

3= Excellent- This indicates that **none-1/3** of the property (**and the magnitude of the deficiency**) has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

**If PSA is administering the inspection**, the Contractor must achieve a score of *85% or higher (30 points or above)* in order to receive their full monthly grounds maintenance payment. If the Contractor fails to achieve this score, their payment for the month of the inspection shall be *reduced by 20%*. If a representative of Water's Edge is administering the inspection, any failure to complete the deficiency list generated during the inspection by the due date shall result in a reduction of 5% from the payment for the month of the inspection. Scoring shall not be based on work that is scheduled, but yet to be performed, or if the work is being performed according to industry standards. Contractor must have the deficiencies that were noted, corrected as stipulated on this landscape maintenance agreement within 14 days of the receipt of the inspection report. This **Done Report** shall be signed off by the Contractor **certifying** that the deficiencies have been corrected within the allotted time. It must be received by PSA Horticultural and/or the Management Company no later than one day after the correction due date. If the certified Done Report is not received on time, the Contractor may be penalized 1 percent of their monthly payment deducted for the month of the late report. Uncorrected deficiencies carried over from a previous month, without a legitimate written reason, may result in the Contractor being penalized 1 point during the next monthly inspection. Items certified as completed and found to be incomplete shall result in the Contractor being penalized 2 points during the next monthly inspection.

Payment to Contractor will be made within 30 days after certification of Monthly Site Inspection results.

#### **Part IX Payment**

Payment by the Client to the Contractor shall be based on equal payments for the Landscape Maintenance Pricing Total Landscape Program component of this agreement. All other charges will be billed separately. **The Client shall not accept any price increases or fuel surcharges during the term of this agreement.**

*\*The rest of this page is intentionally left blank.*

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Initials 

## Landscape Maintenance Pricing

*\*Annual costs must be equally divisible by 4 or 12*

Service	Annual Cost	Monthly Cost Annual Cost/12 *Quarterly Cost/4
Grounds Maintenance	\$ 159,780.00	\$ 13,315.00
Pest Control & Fertilization Program* Billed Qtrly	\$ 13,680.00	\$ 3,420.00 *Quarterly
Arbor Care Program-Hardwoods	\$ 6,000.00	\$ 500.00
Irrigation System Inspections**	\$ 35,760.00	\$ 2,980.00
<b>TOTAL LANDSCAPE PROGRAM</b>	<b>\$ 215,220.00</b>	<b>\$ 16,795.00 Monthly</b>

*\*Lawn/Shrub Pest Control and Fertilization Program shall be billed to Client in four equal quarterly invoices. Invoice shall be all inclusive. Billable in March, June, September and December.*

*\*\*Includes all irrigation parts and labor from the exit side of the valve to the terminus of zone.*

OPTIONAL SERVICES***	Per Application or Event	Annual Total
Tall palm pruning (Approx. 20 palm trees in clubhouse area)	\$ 625.00	\$ 1,250.00
Seasonal Color Program (Four rotations)	\$ 2,787.00	\$ 11,148.00
Mulching Program- (Approx. 395 cu. Yards)	\$ 17,775.00	\$ 17,775.00

*\*\*\* Optional services shall be billed upon completion.*

*\*The rest of this page is intentionally left blank.*

Water's Edge-2020/21 Company Name ASI Landscape Management

Initials 



**Supplemental Pricing**

Add a second detail during each growing season month	\$ 2,900.00
Core Aeration per 10,000 sq. ft.	\$ 400.00
Pine Bark-supply and install per cu. yd.	\$ 45.00
Pine Straw-supply and install per bale.	\$ 8.00
Shredded Cypress of similar per cu. yd.	\$ 45.00
Install 4" annual-each	\$ 2.25
Install 6" annual -each	\$ 6.00
Supervisory labor per hour	\$ 65.00
General labor- per employee, per hour	\$ 34.00
Top Choice application per acre	\$ 250.00
Top Choice application per 1000 sq. ft.	\$ 100.00
Irrigation technician per hour	\$ 65.00
New valve- supply and install 1"	\$ 281.00
New valve-supply and install 1.5"	\$ 404.00
New valve-supply and install 2"	\$ 537.00
Valve solenoid -supply and install	\$ 80.00
Single station decoder-supply and install	\$ 273.00
Two station decoder-supply and install	\$ 392.00
Rain sensor-supply and install (wired)	\$ 135.00
Rain Sensor -supply and install (wireless)	\$ 215.00
Irrigation controller- supply and install 12 zone exterior (ext)	\$ 750.00
Irrigation controller- supply and install 24 zone exterior (ext)	\$ 1,200.00
Irrigation controller battery - supply and install	\$ 281.00
St. Augustine sod- supply, strip and install (500 sq. ft. min) per. Sq. ft.	\$ 1.25
Bahia sod-supply, strip and install (500 sq. ft. min) per. sq. ft.	\$ .60
500 gallon water truck- per hour	\$ 65.00
1G shrub-supply, install, warrantied for contract term (ea.)	\$ 6.00
3G shrub-supply, install, warrantied for contract term (ea.)	\$ 13.00
7G shrub-supply, install, warrantied for contract term (ea.)	\$ 30.00

Company Name ASI Landscape Management

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**Part X- Termination**

The Client and/or the Contractor may terminate the Landscape Maintenance Agreement with sixty (60) days written notice, with or without cause, and must be received by either party via Certified Mail. The sixty (60) day notice shall commence on the day said written notice is received by either party.

In the event that the Contractor is purchased, merged or acquired in any way by another Company, the new Contractor must abide by this agreement. In the event that the Contractor is purchased, merged or acquired any way by another Company, the Client may terminate the Landscape Maintenance Agreement with thirty (30) days written notice at any time. The notice must be sent via Certified Mail. The thirty (30) day notice shall commence on the day said written notice is received by the Company.

**Part XI- Agreement**

The Contractor agrees to abide by all the terms of this agreement. The term of this contract shall begin on January 1, 2020 and expire on December 31, 2021, or upon termination pursuant to Part X herein above, whichever comes first. This agreement shall not automatically renew. Upon expiration of this agreement, the Contractor may work on a month-to-month basis, until another agreement is executed, if mutually agreed up by the Client and Contractor.

**CONTRACTOR****WATER'S EDGE HOMEOWNERS ASSOC.**

ASI Landscape Management

Authorized Signature \_\_\_\_\_

Name ASI Landscape Management

Title Business Developer

Date November 21, 2019

Phone (813) 299-5339

E-mail mmoseley@ameriscapeusa.com

Authorized Signature \_\_\_\_\_

Name Michael J. McCarry


Title President - Master Gardener

Date 12/12/2019

Phone 203 - 241-6270

E-Mail MTM949@HOTMAIL.COM

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Initials 

**WATER'S EDGE HOMEOWNERS ASSOCIATION, INC.****CONTRACTOR QUESTIONNAIRE****\*This questionnaire must be submitted in full with the Contractor's proposal.**

Company Name: ASI Landscape Management  
 Contact Person: Michael Moseley  
 Address: 7704 W Hillsborough Ave. - Tampa FL 33615  
 Phone: (813) 948-3938  
 Fax: \_\_\_\_\_  
 Email: mmoseley@ameriscapeusa.com

Your company is a: Corporation x Partnership \_\_\_\_\_ Sole Proprietor \_\_\_\_\_ LLC \_\_\_\_\_

What state is your company registered in as a business? Florida

Years in Business 25

2018 Pasco County Area Landscape Maintenance Revenue \$ 1,500,000.00

2018 Pasco County Area Landscape Maintenance Revenue 70 % Landscape Installation, Ancillary Services 30 %

2019 Pasco County Area Landscape Maintenance Revenue (est) \$ 2,000,000.00

2019 Pasco County Area Landscape Maintenance Revenue 75 % Landscape Installation, Ancillary Services 25 %

**REFERENCES** (Tampa Bay Area similar projects)

Client Name and Address Del Webb @ Starkey Bexley  
 Contract Amount \$ 425,000.00  
 Contact Person Brady Lefere  
 Contact Phone (954) 683-7621  
 Contact Email brady.lefere@pultegroup.com

Client Name and Address Esplanade @ Starkey  
 Contract Amount \$ 290,000.00  
 Contact Person Scott Herman  
 Contact Phone (941) 866-6044  
 Contact Email sherman@popegolf.net

Client Name and Address Cobb's Landing  
 Contract Amount \$ 140,000.00  
 Contact Person Paul Woods - OLM  
 Contact Phone (813) 352-6670  
 Contact Email pwoods@olm-inc.com

Water's Edge-2020/21 Company Name ASI Landscape Management

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If awarded this contract what percentage of your Pasco County Area total maintenance sales would it represent? 10 %

Does your company have the personnel and equipment to perform all the services listed in the specifications "in-house"? Yes

Total number of Pasco County Area field personnel 30 to 45

What is the anticipated crew size for your regular mowing schedule? 6 - 8

What is the anticipated crew size for your regular detail schedule? 4 - 6

Total number of trucks servicing the Pasco County Area 5 - 8 maintenance

Does your company have a Certified Arborist on staff? Yes

Does your company own all or most of the equipment to prune tall palm and hardwood trees? Yes

If yes to question above, list equipment:

2 Grapple Trucks - 2 F350 Dump Trucks - 3 Chippers - 2 Loaders - 4 Dump Trailers - 2 (50') Lifts

How many properties do an average account manager oversee? Qty 10-25 Total dollar value \$ 750,000.00

What are the functions of an account manager at your company?

Our account manager is broken into two positions so that we can accomplish the two most important items quality & communication. The Production manager oversees the quality of the property to ensure ASI is surpassing all expectations. The CRM (Client Relation Manager) is responsible for the communication to the point of contact with anything that happens on site.

What is typical turnaround time for ancillary work such as shrub and sod installation, once approved? 1 - 2 weeks

Does your company employ formal training and certification procedures for employees? Yes

If yes, briefly describe ASI provides and offers BMP & FNGLA training for all team members. We also have in house training.

How far is the office from where you would dispatch crews to Water's Edge? 18 miles


What is the value of the average full-service maintenance contract for your company? \$ 80,000.00

What is the name and value of your two largest full-service maintenance accounts? Length of service?

Name	Value	Length of service
1. <u>Esplanade Properties</u>	<u>\$ 900,000.00 +</u>	<u>2016 - Current</u>
2. <u>Liberty Property Trust</u>	<u>\$ 600,000.00 +</u>	<u>2014 - Current</u>

Does your company employ any sub-contractors to perform work on your full-service landscape maintenance contracts? Yes

Water's Edge-2020/21 Company Name ASI Landscape Management

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If yes, what kind of work do the sub-contractors perform for your company? Bulk mulching and well repair.

Has your company ever been cited by OSHA or any other entity for workplace safety related issues within the past three years? No

If yes, please explain the issue and how it was resolved. N/A

Has your company filed a lawsuit against a Client or has a Client ever filed a lawsuit against your company within the past three years? No


If yes, please fully explain the issue and how it was resolved. N/A

Are you willing to supply financial documents for your company, if requested? Yes

Bank Reference BB&T - Lindsay (813) 314-5261

Vendor Financial Reference Palmdale Oil - Jon (813) 850-8375

**I certify that all the information listed is true and accurate. Providing false information shall lead to disqualification from the bidding process.**


Signature 

Print Name Michael Moseley

Company Name ASI Landscape Management

Date November 21st, 2019

Water's Edge-2020/21 Company Name ASI Landscape Management

Initials 



# LICENSES AND PROFESSIONAL ASSOCIATIONS



The following are the list of licenses/certifications/subcontractors currently held by ASI Landscape Management's professional staff as well as professional associations and organizations of which we are an active member.

## **ASI LANDSCAPE MANAGEMENT LICENSES AND REGISTRATIONS**

- Occupational License – Florida, Hillsborough County No. 96169
- Pest Control License – Florida, No. JB135024
- Pest Control Operator – Florida, No. JF184897
- License as a Dealer in Agricultural Products – Florida, No. 116260-1
- Nursery Stock Dealer Certificate of Registration – Florida, No. 47237971
- Certified Arborist License – Florida, No. FL0710A
- FDOT Intermediate Maintenance of Traffic Certification – Qualified 6/4/13
- Pinellas County BMP Certification – No. 013
- State of Florida Irrigation – License No. I-CFCO24523

## **PROFESSIONAL ASSOCIATIONS**

- NALP – National Association of Landscape Professionals
- Florida Turfgrass Association
- FNGLA - Florida Nursery, Growers and Landscape Association
- FIS – Florida Irrigation Society
- BAAA – Bay Area Apartment Association
- FAA – Florida Apartment Association
- NAA - National Apartment Association
- BOMA – Building Owners and Managers Association
- CAI – Community Associations Institute
- Greater Tampa Bay Chamber of Commerce
- CFHLA – Central Florida Hotel & Lodging Association
- AAGO – Apartment Association of Greater Orlando

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date August 1, 2019 Filed JF184897 Expires June 1, 2020

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2020

MARK A. ALMEIDA  
9707 HARVEY ROAD  
THONOTOSASSA, FL 33592

Lawn and Ornamental

*Nicole Fried*  
NICOLE "NIKI" FRIED, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

MARK A. ALMEIDA  
CERTIFIED PEST CONTROL OPERATOR  
JF184897

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2020

*Nicole Fried*  
COMMISSIONER

Signature

Waiver Code - See Note

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD. BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1050

ASI

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACCORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured with respects to General Liability for ongoing and completed operations and Umbrella Liability (follow form) on a primary and non-contributory basis, if required by written contract with Insured. Waiver of Subrogation in favor of Certificate Holder with respects to General Liability, Workers Compensation, & Umbrella Liability (follow form) if required by written contract with Insured.

**From:** [Larry Smith](#)  
**To:** [Lorraine J. Thomas](#)  
**Subject:** RE: Waters Edge contract  
**Date:** Tuesday, November 12, 2013 4:30:47 PM

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Hi Lorraine, I'll try this again now that you received my last reply.

The \$375 is the fees for quarterly pump station maintenance and physically visiting the site twice a month to collect the water use data for SWFWMD reporting. That data is then sent to Dana Gaydos who processes the SWFWMD reports monthly. This is an annualized amount that is then divided by twelve.

The \$550 is for Water Management. This represents 15 minutes a day, 22 days a month that is used for logging into the site remotely, evaluating the irrigation pond and water use conditions, addressing any system alarms, preparing the web reports for water management, uploading those reports to the web site and reviewing any issues with the system. We use 15 minutes a day as a base even though it generally takes more time than this to manage the site. Typically a site similar to this is billed at a rate of 20 minutes a day for administration and 30 minutes a week for site maintenance. However, I have not been billing for any time over the minimum for Waters Edge. I believe this was put in place by Keith but it may have been Ben Wilson. We began to manage the water when we were no longer able to transfer the water from Moon Lake to the irrigation pond on a regular basis. This is the main reason we have the high speed internet connection to the station.

Please don't hesitate to contact me with any further questions concerning this matter.

Thanks,

Larry G. Smith, Sr.  
General Manager  
Irrigation Technical Services, Inc.  
(866) 521-3320 - Toll Free  
(727) 521-6219 - Fax  
[www.irrigationnet.com](http://www.irrigationnet.com)



*Please consider the environment before printing this email.*

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**From:** Lorraine J. Thomas [mailto:[lthomas@rizzetta.com](mailto:lthomas@rizzetta.com)]  
**Sent:** Monday, November 11, 2013 3:55 PM  
**To:** Larry Smith  
**Subject:** Waters Edge contract

Hi Larry,

I'm trying to finalize the budget and I'm confused on the irrigation charges for ITS. The HOA is billed each month for \$375 and \$550. The contract I found only provides for the \$375. What is the \$550 for?

Thanks.

Lorraine J. Thomas, LCAM  
Rizzetta & Co.  
3434 Colwell Avenue, Ste. 200  
Tampa, FL 33614  
(813) 933-5571 Phone  
(813) 935-3415 Fax  
[lthomas@rizzetta.com](mailto:lthomas@rizzetta.com)

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## **Tab 5**



**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**WATERS EDGE  
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of Waters Edge Community Development District was held on **Thursday, September 24, 2020, at 3:32 p.m.** conducted via conference call pursuant to Governor DeSantis' Executive Order 20-179 (as extended by Executive Order 20-193) and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum:

Roger LeBlanc	<b>Board Supervisor, Chairman</b>
Teri Geney	<b>Board Supervisor, Vice Chairman</b>
Rocco Iervasi	<b>Board Supervisor, Assistant Secretary</b>
Michaela Ballou	<b>Board Supervisor, Assistant Secretary</b>
George Anastasopoulos	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Matt Huber	<b>District Manager, Rizzetta &amp; Co., Inc.</b>
John Vericker	<b>District Counsel, Straley Robin &amp; Vericker</b>
Brian Fackler	<b>Sitex Aquatics</b>
Greg Woodcock	<b>District Engineer, Cardno</b>

**FIRST ORDER OF BUSINESS** **Call to Order**

Mr. Huber called the meeting to order and confirmed there was a quorum present.

**SECOND ORDER OF BUSINESS** **Audience Comments on Agenda Items**

A member of the audience Denise Norman suggested to post the phone number and meeting ID on the agenda in addition to the information being posted on the website.

**THIRD ORDER OF BUSINESS** **Staff Reports**

**A. District Engineer**

Mr. Woodcock presented two proposals for maintenance of Stormwater Management System (SWFWMD). The Board decided to move forward with the proposal to repair phase 2,3, and 4 for \$3,870.00. It was decided to table any action on the townhomes until construction is completed. He met with the resident from 11121 Shelter Cove and indicated the deck has been repaired.

On a Motion by Mr. LeBlanc, seconded by Ms. Ballou, with all in favor, the Board of Supervisors approved the SWFMD Maintenance repairs for phases 2,3 &4 in the amount of \$3,870.00, for Waters Edge Community Development District.

**B. Aquatics Manager**

Mr. Fackler indicated the fountain at the entrance is having some issues. He confirmed that the littoral shelf of F-1 and G-1 has been treated and algae is returning to normal.

**C. District Counsel**

Mr. Vericker expressed concern about the need for social distancing when future in-person meetings are held at the clubhouse. Mr. Huber assured Mr. Vericker he would follow-up with the HOA and clubhouse to ensure CDC guidelines are followed. Mr. LeBlanc requested District Management invoice the HOA for the \$68,000 transfer of funds.

**D. District Manager**

Mr. Huber informed the Board that the next regularly scheduled meeting will be held on October 22, 2020 at 3:30 p.m.

Mr. Huber presented the Action Item list to the BOS.

**Ms. Geney joined this meeting at 4:11 p.m.**

Mr. LeBlanc started a lengthy discussion regarding the owner on Creedmore Lane that is having a pool installed and the placement of materials. The BOS would like for this owner to move the pavers that he is storing on the CDD property and feel he should be responsible for the damages that have been done to the property. It was suggested that Ms. Geney write a letter to the owner requesting these things be taken care of in a timely manner.

On a Motion by Mr. Anastasopoulos, seconded by Mr. LeBlanc, with all in favor, the Board of Supervisors approve the request for the District Manager to send a written notice to the homeowner of 8632 Creedmore Lane regarding the placement of his pavers deeming him responsible for any damage done to CDD property due to the construction of his pool, for the Water's Edge Community Development District.

**FOURTH ORDER OF BUSINESS**

**Appointment of Open Board Seat**

A motion was made to appoint Mr. Iervasi to the Board to fill the vacant seat.

On a Motion by Mr. LeBlanc, seconded by Ms. Geney, with all in favor, the Board of Supervisors appointed Mr. Iervasi to the Board, for Waters Edge Community Development District.

Mr. Huber administered the oath of office to Mr. Iervasi and confirmed that he would like to receive compensation for attending meetings. He also reviewed Ethics Commission and Florida Sunshine Law requirements, advising that he should not use a personal email account for District emails.

**FIFTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors' meeting on August 27, 2020**

It was noted that Item #112 refers to the previous set of minutes and should be removed.

On a Motion by Mr. Geney, seconded by Ms. Ballou, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' meeting on August 27, 2020, as amended, for the Water's Edge Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Operations & Maintenance Expenditures for August 2020**

On a Motion by Mr. Geney, seconded by Mr. Anastasopoulos, with all in favor, the Board of Supervisors approved the Operations and Maintenance Expenditures for August 2020 (\$13,178.62), for the Water's Edge Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Audience Comments & Supervisor Requests**

The Board entertained Audience Comments.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Iervasi, seconded by Mr. LeBlanc, with all in favor, the Board of Supervisors adjourned the meeting at 5:03 p.m. for the Water's Edge Community Development District.

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

\_\_\_\_\_  
Chairman/Vice Chairman

## **Tab 6**

# **Waters Edge Community Development District**

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**DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544**

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## **Operations and Maintenance Expenditures September 2020 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2020 through September 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$4,263.76**

Approval of Expenditures:

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\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary



## **Waters Edge Community Development District**

### **Paid Operation & Maintenance Expenditures**

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ameriscape USA, Inc.	002078	139412	Tree Trim - Ventana 07/20	\$ 3,400.00
EGIS Insurance Advisors LLC	002068	11385	General/POL Liability Insurance FY20/21	\$ 7,532.00
Fountain Design Group, Inc.	002071	21897A	Quarterly Fountain Cleaning Service 09/20	\$ 335.00
George Anastasopoulos	002069	GA082720	Board of Supervisors Meeting 08/27/20	\$ 200.00
Michael T. McCarthy	002073	MM082720	Board of Supervisors Meeting 08/27/20	\$ 200.00
Michaela A. Ballou	002070	MB082720	Board of Supervisors Meeting 08/27/20	\$ 200.00
Pasco County Utilities	002074	13935922	9019 Creedmoor Reclaim Lane 08/20	\$ 3,453.72
Rizzetta & Company, Inc.	002065	INV0000052547	District Management Fees 09/20	\$ 3,783.08
Rizzetta Technology Services	002066	INV0000006190	Email/Website Services 09/20	\$ 175.00
Roger LeBlanc	002075	RL082720	Board of Supervisors Meeting 08/27/20	\$ 200.00
Sitex Aquatics, LLC	002076	4052B	Monthly Lake Maintenance 09/20	\$ 2,185.00

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<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Straley Robin Vericker	002077	18713	General Legal Services 07/20	\$ 1,462.50
Teri Lynn Geney	002072	TG082720	Board of Supervisors Meeting 08/27/20	\$ 200.00
Times Publishing Company	002067	89582 08/12/20	Account # 113848 Legal Advertising 08/20	<u>\$ 133.60</u>
Report Total				<u><u>\$ 4,263.76</u></u>