

PINE RIDGE PLANTATION
Community Development District

May 8, 2020

AGENDA

*Pine Ridge Plantation
Community Development District
Agenda*

Friday
May 8, 2020
9:30 a.m.

District Website: www.pineridgeplantationcdd.com

- I. Roll Call
- II. Audience Comments
- III. Consideration of Down to Earth Proposal for Island Enhancements
- IV. Discussion of Down to Earth Agreement
- V. Audience Comments / Supervisor's Requests
- VI. Next Scheduled Meeting – 05/19/20 @ 6:00 p.m. at the Pine Ridge Plantation
Amenity Center
- VII. Adjournment

THIRD ORDER OF BUSINESS

Down To Earth
Jacksonville Branch
2701 Maitland Center Pkwy.
Suite 200
Maitland FL 32751
(321) 263-2700



March 2020
Estimate #22336

Billing Address

PINE RIDGE CDD
C/O GMS
4200 PINE RIDGE PLANTATION
MIDDLEBURG FL 32068

Shipping Address

PINE RIDGE CDD
C/O GMS
4200 PINE RIDGE PLANTATION
MIDDLEBURG FL 32068

DRAFT

Project/Job	Estimate Date	Sales Rep	Expires	PO #
#L28921	3/3/2020	Mike Woolridge	6/1/2020	

Item	Qty	Rate	Amount
FROM TYNES BLVD.			
MEDIAN #2			
REMOVAL Description: Removal of Juniper and Pinestraw	1	\$100.00	\$100.00
FLAX LILY 3 GALLON Description: To median tips (60 total)	60	\$15.00	\$900.00
ST. AUGUSTINE SOD PER SQ FT Description: (1,155 sq. ft. total)	1,155	\$0.55	\$635.25
RED CYPRESS MULCH PER YARD Description: (3-yards total)	3	\$45.00	\$135.00
MEDIAN #3			
REMOVAL Description: Removal of Juniper and Pinestraw	1	\$100.00	\$100.00
FLAX LILY 3 GALLON Description: To median tips (60 total)	60	\$15.00	\$900.00
LOROPETALUM 3 GALLON	15	\$15.00	\$225.00
ST. AUGUSTINE SOD PER SQ FT Description: (530 sq. ft. total)	530	\$0.55	\$291.50
RED CYPRESS MULCH PER YARD Description: (3-yards total)	3	\$45.00	\$135.00
MEDIAN #4			
REMOVAL Description: Removal of Juniper and Pinestraw	1	\$100.00	\$100.00
FLAX LILY 3 GALLON Description: To median tips (60 total)	60	\$15.00	\$900.00
LOROPETALUM 3 GALLON	1	\$15.00	\$15.00

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Item	Qty	Rate	Amount
ST. AUGUSTINE SOD PER SQ FT Description: (1,240 sq. ft. total)	1,240	\$0.55	\$682.00
RED CYPRESS MULCH PER YARD Description: (3-yards total)	3	\$45.00	\$135.00
MEDIAN #5			
REMOVAL Description: Removal of Juniper and Pinestraw	1	\$100.00	\$100.00
FLAX LILY 3 GALLON Description: To median tips (60 total)	60	\$15.00	\$900.00
ST. AUGUSTINE SOD PER SQ FT Description: (1,280 sq. ft. total)	1,280	\$0.55	\$704.00
RED CYPRESS MULCH PER YARD Description: (3-yards total)	3	\$45.00	\$135.00
MEDIAN #6			
REMOVAL Description: Removal of Juniper and Pinestraw	1	\$100.00	\$100.00
FLAX LILY 3 GALLON Description: To median tips (60 total)	60	\$15.00	\$900.00
ST. AUGUSTINE SOD PER SQ FT Description: (1,255 sq. ft. total)	1,255	\$0.55	\$690.25
RED CYPRESS MULCH PER YARD Description: (3-yards total)	3	\$45.00	\$135.00
MEDIAN #7			
REMOVAL Description: Removal of Juniper and Pinestraw	1	\$100.00	\$100.00
FLAX LILY 3 GALLON Description: To median tips (60 total)	60	\$15.00	\$900.00
ST. AUGUSTINE SOD PER SQ FT Description: (1,200 sq. ft. total)	1,200	\$0.55	\$660.00
RED CYPRESS MULCH PER YARD Description: (3-yards total)	3	\$45.00	\$135.00
MEDIAN #8			
REMOVAL Description: Removal of Juniper and Pinestraw	1	\$100.00	\$100.00
FLAX LILY 3 GALLON Description: To median tips (60 total)	60	\$15.00	\$900.00

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Item	Qty	Rate	Amount
LOROPETALUM 3 GALLON	1	\$15.00	\$15.00
ST. AUGUSTINE SOD PER SQ FT Description: (1,100 sq. ft. total)	1,100	\$0.55	\$605.00
RED CYPRESS MULCH PER YARD Description: (3-yards total)	3	\$45.00	\$135.00
MEDIAN #9			
REMOVAL Description: Removal of Juniper and Pinestraw	1	\$100.00	\$100.00
FLAX LILY 3 GALLON Description: To median tips (60 total)	60	\$15.00	\$900.00
ST. AUGUSTINE SOD PER SQ FT Description: (1,300 sq. ft. total)	1,300	\$0.55	\$715.00
RED CYPRESS MULCH PER YARD Description: (3-yards total)	3	\$45.00	\$135.00
MEDIAN #10			
REMOVAL Description: Removal of Juniper and Pinestraw	1	\$100.00	\$100.00
FLAX LILY 3 GALLON Description: To median tips (60 total)	60	\$15.00	\$900.00
LOROPETALUM 3 GALLON	13	\$15.00	\$195.00
ST. AUGUSTINE SOD PER SQ FT Description: (830 sq. ft. total)	830	\$0.55	\$456.50
RED CYPRESS MULCH PER YARD Description: (3-yards total)	3	\$45.00	\$135.00
IRRIGATION ENHANCEMENTS Description: All heads between in-between Loropetalum hedges will need to be replaced, as they will not be tall enough to spray over newly-installed grass	9	\$500.00	\$4,500.00
**NOTE: BECAUSE OF THE ADVANCED AGE OF THE ROOT SYSTEMS, ANY DAMAGED IRRIGATION PIPE WILL BE BILLED SEPARATELY. SEPARATE BILLING IS TO KEEP COSTS DOWN AS WE DO OUR BEST TO NOT DAMAGE ANY IRRIGATION DURING CONSTRUCTION			
REFUND Description: For previous installation	1	\$(4,200.00)	\$(4,200.00)

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March 2020
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Any irrigation work not mentioned above, will be billed at time and material rate. If installing annuals, please note that due to environmental factors beyond our control, they will be under warranty for 30 days. A 50% deposit is due upon acceptance of this estimate, balance due upon completion.

Total

\$16,404.50

DRAFT

Signature: _____

Printed Name: _____

Accepted Date: _____









**DOWN TO
EARTH**

LANDSCAPE & IRRIGATION

Down to Earth
Jacksonville Branch
2701 Maitland Center
Pkwy.
Suite 200
Maitland FL 32751
(321) 263-2700

Credit Memo

#CM2395

09/10/2019

Bill To

PINE RIDGE CDD
C/O GMS
4200 PINE RIDGE PLANTATION
MILDDLEBURG FL 32068
United States

TOTAL

\$6,500.00

PO #

Shipping Method

Quantity	Item	Rate	Amount
1,000	PINE STRAW BALES Credit for Pine Straw included in annual contract	\$6.50	\$6,500.00

Total

\$6,500.00



CM2395

FOURTH ORDER OF BUSINESS

**LANDSCAPE AND IRRIGATION MAINTENANCE
AGREEMENT BY AND BETWEEN THE PINE RIDGE PLANTATION
COMMUNITY DEVELOPMENT DISTRICT AND SSS R&D OPCO, LLC d/b/a
DOWN TO EARTH LANDSCAPE & IRRIGATION**

This Agreement is made and entered into this 1st day of March, 2020, by and between:

The Pine Ridge Plantation Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Pasco County, Florida, (the “District”), and

SSS R&D OPCO, LLC d/b/a Down to Earth Landscape & Irrigation, whose address is 2701 Maitland Center Parkway, Maitland, Florida 32751 (hereinafter “Contractor”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, funding, establishing, constructing or reconstructing, operating and/or maintaining certain infrastructure, including surface water management systems, potable water distribution and wastewater collection facilities, roadways, landscaping, and recreational facilities; and

WHEREAS, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services for lands within the District as further identified in this Agreement; and

WHEREAS, Contractor submitted a proposal to the District provide landscape and irrigation maintenance services; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and has agreed to provide to the District those services as further described in **Exhibit A**, the Scope of Work attached hereto, and incorporated herein (“Landscape and Irrigation Maintenance Services”); and

WHEREAS, the District finds that entering into this Agreement with Contractor to provide landscape and irrigation maintenance services is in the best interest of the District.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DUTIES. The duties, obligations, and responsibilities of the Contractor are described in the Scope of Work, attached hereto as **Exhibit A** and shall be performed for the areas set forth in the Maintenance Map attached hereto as **Exhibit B**, and incorporated herein. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions.

SECTION 3. COMPENSATION. In exchange for providing the Landscape and Irrigation Maintenance Services identified in the Scope of Work, the District agrees to pay the Contractor in monthly payments of **\$7,489.58** for

the previous month's work for total compensation of **\$89,875**, (the "Contract Price") as set forth more fully in the price proposal attached hereto as **Exhibit C** and incorporated herein, plus any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his designee. However, Contractor has agreed to a one-time credit to the District in the amount of eleven thousand three hundred dollars (\$11,300) which will be applied to invoices at the District's discretion. Contractor will only mow the lake banks upon direction of the District Manager. Contractor shall provide the District with a monthly invoice on or before the 15th day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable within forty-five (45) days of receipt by the District.

SECTION 4. INDEPENDENT CONTRACTOR. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

SECTION 5. TERM. This Agreement shall commence the date first written above and shall continue for a period of thirty six (36) months at the same level of compensation unless terminated earlier in accordance with this Agreement. This Agreement may be renewed in writing by mutual agreement of the parties hereto for one (1) additional twelve (12) month period on terms agreeable to both parties.

SECTION 6. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 7. AGREEMENT. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

SECTION 8. INSURANCE.

- A. The Contractor shall provide and maintain during the term of this Contract "Workmen's Compensation Insurance" in accordance with the laws of the State of Florida for all of his employees employed at the site of the project and, in case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide "Workmen's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this Contract at the site of the project are not protected under the "Workmen's Compensation" Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.
- B. The Contractor shall provide and maintain during the term of this Contract, insurance that will protect him, and any Subcontractor performing Work covered by the Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of this Contract insurance that will defend, indemnify and hold harmless the Owner, and their agents and employees from and against all claims, costs, expenses, including attorneys fees and damages arising out of or resulting from the performance of the Work, injury or conduct, want of care or skill, negligence and patent infringement providing that any such claims, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any

Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Insurance shall be provided with limits as follows:

1. Commercial General Liability Insurance - \$ 1,000,000.00, including bodily injury, and products and/or completed operations, explosion hazard, collapse hazard and underground property damage hazard. The Owner shall be named as an additional insured.
 2. Comprehensive auto liability insurance - \$ 1,000,000.00.
 3. Employer's Liability Coverage - \$1,000,000.00 per accident or disease.
- C. All such insurance shall be obtained from companies licensed and authorized or eligible to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein.
- D. Prior to the time of the execution of the Contract, the Contractor will file with the District certificates of such insurance acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District and shall be in substantially the form provided with the proposal.
- E. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District.
- F. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 9. INDEMNIFICATION.

- A. The Contractor agrees to defend, indemnify, and hold harmless the District, Governmental Management Services, LLC, Riverside Management Services, LLC and their officers, directors, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall

immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 13. NOTICES. All notices, requests, consents, and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

A. If to Contractor: SSS R&D OPCO, LLC
d/b/a Down to Earth Landscape & Irrigation
2701 Maitland Center Parkway
Maitland, Florida 32751
Attn: _____

B. If to District: Pine Ridge Plantation
Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

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

SECTION 14. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 15. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Clay County, Florida.

SECTION 16. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

SECTION 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

SECTION 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

ATTEST:

**PINE RIDGE PLANTATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

ATTEST:

**SSS R&D OPCO, LLC d/b/a DOWN TO EARTH
LANDSCAPE & IRRIGATION**

By: _____

By: _____

Exhibit A Scope of Work
Exhibit B Maintenance Map
Exhibit C Price Proposal