

**DIAMOND HILL**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**OCTOBER 9, 2023**  
**AGENDA PACKAGE**

## Diamond Hill Community Development District

### Board of Supervisors

Ferdinand Ramos, Chairman  
James Oliver, Vice Chairman  
Linda Dunn, Assistant Secretary  
John Pollard, Assistant Secretary  
Dough Taggerty, Assistant Secretary

David Wenck, District Manager  
John Vericker, District Counsel  
Stephen Brletic, District Engineer

## Regular Meeting Agenda

Monday, October 9, 2023 – 2:00 p.m.

- 
1. **Call to Order and Roll Call**
  2. **Audience Comments (Limit of 3 Minutes)**
  3. **Approval of the Minutes of the August 14, 2023 Meeting**
  4. **Acceptance of the August 2023 Financial Report**
  5. **Old Business**
  6. **Attorney's Report**
  7. **Engineer's Report**
    - A. All South Underground Proposal
    - B. GPH Proposals
  8. **Landscape Report**
  9. **Aquatic Report**
  10. **District Manager's Report**
    - A. Consideration of Landscape RFP
  11. **Supervisor Requests and Comments**
  12. **Audience Comments**
  13. **Adjournment**

**The Next Meeting is scheduled to be held on  
Monday, December 11, 2023 at 2:00 p.m.**

### District Office:

Inframark  
210 North University Drive, Suite 702  
Coral Springs, Florida, 33071  
954-603-0033

### Meeting Location:

Diamond Hill Community Center  
2902 Copper Height Court  
Valrico, Florida 33594

## **Third Order of Business**

**MINUTES OF MEETING  
DIAMOND HILL  
COMMUNITY DEVELOPMENT DISTRICT**

A meeting and public hearing of the Board of Supervisors of the Diamond Hill Community Development District was held Monday, August 14, 2023 at 2:00 p.m. at Diamond Hill Community Center located at 2902 Copper Height Court, Valrico, Florida 33594.

Present and constituting a quorum were:

- |                  |                     |
|------------------|---------------------|
| Ferdinand Ramos  | Chairperson         |
| James Oliver     | Vice Chairperson    |
| Linda Dunn       | Assistant Secretary |
| Douglas Taggerty | Assistant Secretary |
| John Pollard     | Assistant Secretary |

Also present were:

- |                  |                             |
|------------------|-----------------------------|
| David Wenck      | District Manager, Inframark |
| Andy Mendenhall  | Regional Manager, Inframark |
| John Vericker    | District Attorney           |
| Stephen Bryletic | District Engineer           |

*The following is a summary of the discussions and actions taken.*

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

- Mr. Wenck called the meeting to order, and a quorum was established.

**SECOND ORDER OF BUSINESS** **Audience Comments (Limit of 3 Minutes)**

- There being no audience members present, the next order of business followed.

**THIRD ORDER OF BUSINESS** **Public Hearing to Adopt Fiscal Year 2024 Budget**

On MOTION by Ms. Dunn seconded by Mr. Taggerty with all in favor the Public Hearing to Adopt Fiscal Year 2024 Budget was opened. (5-0)

There being no members of the public present,

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On MOTION by Mr. Oliver seconded by Mr. Taggerty with all in favor the Public Hearing to Adopt Fiscal Year 2024 was closed. (5-0)

**A. Consideration of Resolution 2023-06, Adopting the FY 2024 Budget**

- The Board discussed the Budget, and no changes were made.

On MOTION by Mr. Pollard seconded by Ms. Dunn with all in favor Resolution 2023-06, Adopting the Fiscal Year 2024 Budget was adopted. (5-0)

**B. Consideration of Resolution 2023-07, Levying Assessments**

On MOTION by Ms. Dunn seconded by Mr. Taggerty with all in favor Resolution 2023-07, Levying Assessments was adopted. (5-0)

**FOURTH ORDER OF BUSINESS Consent Agenda**

**A. Approval of the Minutes of the July 10, 2023 Meeting**

- Mr. Ramos noted the last sentence of the minutes should state “they not” instead of “the not”.

On MOTION by Mr. Ramos seconded by Mr. Taggerty with all in favor the Minutes of the July 10, 2023 Meeting were approved as amended. (5-0)

**FIFTH ORDER OF BUSINESS Attorney’s Report**

- Mr. Vericker noted management companies are still transitioning and there is no further update.
- Mr. Pollard inquired about invoices through the transition.

**SIXTH ORDER OF BUSINESS Engineer’s Report**

- Mr. Bryletic presented his report.
- He noted nine permitting issues going back to 2009. However, the Board should only be concerned with Phase 1A, 1B and 2A. These permits are due for reinspection.
- Mr. Pollard suggested the Board receive a pond report of the last inspection of each pond. He also suggested to consolidate all inspections to take place every three years.

76 **SEVENTH ORDER OF BUSINESS** **Landscape Report**

- 77 • Mr. Wenck noted the landscaper provided an irrigation report with an invoice for work that
- 78 needs to be done.
- 79 • Mr. Ramos requested they receive a spreadsheet of all irrigation inventory.

80

81 **On MOTION by Mr. Ramos seconded by Mr. Oliver with all in**

82 **favor the Yellowstone Estimate of \$455 for irrigation repair was**

83 **approved. (5-0)**

84

- 85 • The Board discussed going out for bid for landscaping services.

86 **EIGHTH ORDER OF BUSINESS** **District Manager’s Report**

87 **A. Consideration of Fiscal Year 2024 Meeting Schedule**

88 **On MOTION by Mr. Taggerty seconded by Ms. Dunn with all in**

89 **favor the Fiscal Year 2024 Meeting Schedule was approved. (5-0)**

90

91 **B. Discussion of Tree Violation Notice**

- 92 • Mr. Ramos noted that the Board concluded at a previous meeting that they would inform
- 93 the County that the tree violation was not the District’s responsibility. Further discussion
- 94 ensued.

95 **C. CDD Furniture Presentation**

- 96 • There being no discussion, the next item followed.

97 **D. Discussion of Yellowstone Landscape Wet Check Inspection**

- 98 • This item was discussed earlier in the meeting.
- 99

100 **NINTH ORDER OF BUSINESS** **Supervisor Request and Comments**

- 101 • Mr. Ramos requested the order of the meeting be changed going forward.
- 102

103 **TENTH ORDER OF BUSINESS** **Audience Comments**

- 104 • There being no audience members present, the next order of business followed.
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111 **ELEVENTH ORDER OF BUSINESS** **Adjournment**

112 There being no further business,

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114 On MOTION by Mr. Ramos seconded by Mr. Pollard with all in  
115 favor the meeting was adjourned. (5-0)

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David Wenck  
Secretary

# **Fourth Order of Business**



**DIAMOND HILL**  
**Community Development District**

**Financial Report**

*August 31, 2023*

*(unaudited)*

**Prepared by**



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**DIAMOND HILL**  
**Community Development District**

**Financial Statements**

(Unaudited)

*August 31, 2023*

**Balance Sheet**  
August 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	RESERVE FUND	SERIES 2013 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>				
Cash - Checking Account	\$ 249,543	\$ -	\$ -	\$ 249,543
Due From Other Funds	-	29,739	8	29,747
Investments:				
Money Market Account	1,006,636	-	-	1,006,636
Reserve Fund	-	-	20,770	20,770
Revenue Fund	-	-	110,412	110,412
Prepaid Items	1,778	-	-	1,778
<b>TOTAL ASSETS</b>	<b>\$ 1,257,957</b>	<b>\$ 29,739</b>	<b>\$ 131,190</b>	<b>\$ 1,418,886</b>
<b>LIABILITIES</b>				
Accounts Payable	\$ 3,934	\$ -	\$ -	\$ 3,934
Due To Other Funds	29,747	-	-	29,747
<b>TOTAL LIABILITIES</b>	<b>33,681</b>	<b>-</b>	<b>-</b>	<b>33,681</b>
<b>FUND BALANCES</b>				
<b>Nonspendable:</b>				
Prepaid Items	1,778	-	-	1,778
<b>Restricted for:</b>				
Debt Service	-	-	131,190	131,190
<b>Unassigned:</b>	1,222,498	29,739	-	1,252,237
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,224,276</b>	<b>\$ 29,739</b>	<b>\$ 131,190</b>	<b>\$ 1,385,205</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,257,957</b>	<b>\$ 29,739</b>	<b>\$ 131,190</b>	<b>\$ 1,418,886</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 8,174	\$ 8,174
Special Assmnts- Tax Collector	180,838	180,838	183,247	2,409
Other Miscellaneous Revenues	-	-	1,500	1,500
<b>TOTAL REVENUES</b>	<b>180,838</b>	<b>180,838</b>	<b>192,921</b>	<b>12,083</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
P/R-Board of Supervisors	7,000	7,000	4,800	2,200
ProfServ-Trustee Fees	4,000	4,000	3,556	444
Assessment Roll	5,304	5,304	5,304	-
District Counsel	7,500	7,500	9,063	(1,563)
District Engineer	7,000	7,000	3,860	3,140
Administrative Services	4,774	4,774	4,171	603
District Manager	19,694	19,694	17,206	2,488
Accounting Services	18,034	18,034	15,755	2,279
Auditing Services	3,300	3,300	3,100	200
Public Officials Insurance	3,196	3,196	2,733	463
Legal Advertising	2,000	2,000	3,173	(1,173)
Financial & Revenue Collections	5,304	5,304	4,634	670
Website Administration	3,100	3,100	2,586	514
Miscellaneous Expenses	300	300	-	300
Dues, Licenses, Subscriptions	175	175	175	-
<b>Total Administration</b>	<b>90,681</b>	<b>90,681</b>	<b>80,116</b>	<b>10,565</b>
<b><u>Electric Utility Services</u></b>				
Utility Services	1,000	1,000	801	199
<b>Total Electric Utility Services</b>	<b>1,000</b>	<b>1,000</b>	<b>801</b>	<b>199</b>
<b><u>Stormwater Control</u></b>				
R&M-Stormwater System	1,000	1,000	-	1,000
R&M Lake & Pond Bank	2,250	2,250	1,042	1,208
Aquatic Maintenance	9,300	9,300	6,750	2,550
Aquatic Plant Replacement	1,000	1,000	-	1,000
Miscellaneous Expenses	1,000	1,000	-	1,000
<b>Total Stormwater Control</b>	<b>14,550</b>	<b>14,550</b>	<b>7,792</b>	<b>6,758</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b><u>Other Physical Environment</u></b>				
Insurance - General Liability	3,552	3,552	3,038	514
Property Insurance	1,962	1,962	1,144	818
R&M-Irrigation	2,000	2,000	1,000	1,000
R&M-Well Maintenance	2,000	2,000	-	2,000
Landscape Maintenance	48,351	48,351	45,757	2,594
Landscape Replacement	5,000	5,000	-	5,000
Entry & Walls Maintenance	1,000	1,000	-	1,000
Holiday Decoration	1,500	1,500	1,350	150
Ornamental Lighting & Maint.	1,000	1,000	-	1,000
Miscellaneous Expenses	1,000	1,000	-	1,000
<b>Total Other Physical Environment</b>	<b>67,365</b>	<b>67,365</b>	<b>52,289</b>	<b>15,076</b>
<b><u>Reserves</u></b>				
Misc-Contingency	7,242	7,242	-	7,242
<b>Total Reserves</b>	<b>7,242</b>	<b>7,242</b>	<b>-</b>	<b>7,242</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>180,838</b>	<b>180,838</b>	<b>140,998</b>	<b>39,840</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	51,923	51,923
Net change in fund balance	\$ -	\$ -	\$ 51,923	\$ 51,923
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>1,177,353</b>	<b>1,177,353</b>	<b>1,177,353</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,177,353</b>	<b>\$ 1,177,353</b>	<b>\$ 1,224,276</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 9,739	\$ 9,739
Special Assmnts- Tax Collector	20,000	20,000	20,000	-
<b>TOTAL REVENUES</b>	<b>20,000</b>	<b>20,000</b>	<b>29,739</b>	<b>9,739</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Reserves</u></b>				
Capital Reserve	20,000	20,000	-	20,000
<b>Total Reserves</b>	<b>20,000</b>	<b>20,000</b>	<b>-</b>	<b>20,000</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>20,000</b>	<b>20,000</b>	<b>-</b>	<b>20,000</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	29,739	29,739
Net change in fund balance	\$ -	\$ -	\$ 29,739	\$ 29,739
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,739</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 5,404	\$ 5,404
Special Assmnts- Tax Collector	207,704	207,704	210,375	2,671
<b>TOTAL REVENUES</b>	<b>207,704</b>	<b>207,704</b>	<b>215,779</b>	<b>8,075</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Debt Service</u></b>				
Principal Debt Retirement	140,000	140,000	140,000	-
Interest Expense	67,704	67,704	66,021	1,683
<b>Total Debt Service</b>	<b>207,704</b>	<b>207,704</b>	<b>206,021</b>	<b>1,683</b>
<b>TOTAL EXPENDITURES</b>	<b>207,704</b>	<b>207,704</b>	<b>206,021</b>	<b>1,683</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	9,758	9,758
Net change in fund balance	\$ -	\$ -	\$ 9,758	\$ 9,758
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>121,432</b>	<b>121,432</b>	<b>121,432</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 121,432</b>	<b>\$ 121,432</b>	<b>\$ 131,190</b>	



**DIAMOND HILL**  
**Community Development District**

**Supporting Schedules**

*August 31, 2023*

**Non-Ad Valorem Special Assessments - Collier County Tax Collector  
(Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2023**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	ALLOCATION BY FUND		
					General Fund	Reserve Assmnts	Debt Service Fund
Assessments Levied FY2023				\$ 434,615	\$ 192,821	\$ 20,833	\$ 220,961
Allocation %				100%	44%	5%	51%
11/03/22	\$ 4,739	\$ 229	\$ 97	\$ 5,065	\$ 2,247	\$ 243	\$ 2,575
11/17/21	\$ 19,475	\$ 828	\$ 397	\$ 20,701	\$ 9,184	\$ 992	\$ 10,524
11/22/22	\$ 16,698	\$ 710	\$ 341	\$ 17,749	\$ 7,874	\$ 851	\$ 9,024
11/29/22	\$ 32,500	\$ 1,382	\$ 663	\$ 34,546	\$ 15,326	\$ 1,656	\$ 17,563
12/07/22	\$ 278,658	\$ 11,848	\$ 5,687	\$ 296,193	\$ 131,409	\$ 14,198	\$ 150,587
12/14/22	\$ 11,034	\$ 429	\$ 225	\$ 11,688	\$ 5,185	\$ 560	\$ 5,942
01/09/23	\$ 23,339	\$ 883	\$ 476	\$ 24,698	\$ 10,958	\$ 1,184	\$ 12,557
02/06/23	\$ 2,876	\$ 72	\$ 59	\$ 3,007	\$ 1,334	\$ 144	\$ 1,529
03/03/23	\$ 2,163	\$ 22	\$ 44	\$ 2,230	\$ 989	\$ 107	\$ 1,134
04/06/23	\$ 9,004	\$ -	\$ 184	\$ 9,187	\$ 4,076	\$ 440	\$ 4,671
05/08/23	\$ 2,251	\$ (67)	\$ 46	\$ 2,230	\$ 989	\$ 107	\$ 1,134
06/06/23	\$ 5,304	\$ (158)	\$ 108	\$ 5,255	\$ 2,331	\$ 252	\$ 2,672
06/16/23	\$ 2,090	\$ (62)	\$ 43	\$ 2,070	\$ 918	\$ 99	\$ 1,052
<b>TOTAL</b>	<b>\$ 410,132</b>	<b>\$ 16,116</b>	<b>\$ 8,370</b>	<b>\$ 434,618</b>	<b>\$ 192,821</b>	<b>\$ 20,833</b>	<b>\$ 220,963</b>
<b>% COLLECTED</b>				100%	100%	100%	100%

Please note the assessment amount collected on the Statement of Revenue is net vs the gross amount on this schedule. These amounts tie to the tax collector's report.

**Cash and Investment Report**  
*August 31, 2023*

**General Fund**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Acct - Operating	Valley Bank	Public Funds Checking	n/a	5.00%	\$ 249,543
Money Market Account	BankUnited	Business MMA	n/a	5.13%	\$ 1,006,636
<b>GF Subtotal</b>					<b>\$ 1,256,179</b>

**Debt Service Fund**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2013 Reserve Fund	US Bank	US Bank Open End CP	05/01/33	5.23%	\$ 20,770
Series 2013 Revenue Fund	US Bank	US Bank Open End CP	05/01/33	5.23%	\$ 110,412
<b>DS Subtotal</b>					<b>\$ 131,183</b>
<b>Total</b>					<b>\$ 1,387,361</b>

**DIAMOND HILL CDD**

Bank Reconciliation

**Bank Account No.** 7828 Valley National - GF  
**Statement No.** 08-23  
**Statement Date** 8/31/2023

<b>G/L Balance (LCY)</b>	249,542.96	<b>Statement Balance</b>	249,542.96
<b>G/L Balance</b>	249,542.96	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
	<hr/>	<b>Subtotal</b>	249,542.96
<b>Subtotal</b>	249,542.96	<b>Outstanding Checks</b>	0.00
<b>Negative Adjustments</b>	0.00	<b>Differences</b>	0.00
	<hr/>		
<b>Ending G/L Balance</b>	249,542.96	<b>Ending Balance</b>	249,542.96
<b>Difference</b>	0.00		

<b>Posting Date</b>	<b>Document Type</b>	<b>Document No.</b>	<b>Description</b>	<b>Amount</b>	<b>Cleared Amount</b>	<b>Difference</b>
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# DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 8/1/23 to 8/31/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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**VALLEY NATIONAL - GF - (ACCT#XXXXX7828)**

**CHECK # 1001**

08/21/23	Vendor	VOID		***Voided Voided****			\$0.00
							<b>Check Total</b>
							<u>\$0.00</u>

**CHECK # 1002**

08/21/23	Vendor	BRLETIC DVORAK INC	1190	ENGINEER SER THRU - 07/10-08/04/23	ProfServ-Engineering	001-531013-51501	\$515.00
							<b>Check Total</b>
							<u>\$515.00</u>

**CHECK # 1003**

08/21/23	Vendor	TAMPA BAY TIMES	0000292903	LEGAL AD MEETING NOTICE	Legal Advertising	001-548002-51301	\$334.00
							<b>Check Total</b>
							<u>\$334.00</u>

**Account Total** \$849.00

## **Seventh Order of Business**

**7A.**



## Technical Memorandum

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**Date:** 10/30/2023

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**To:** Diamond Hill CDD

**Project Name:** Curb Inlet Flooding – Pipe Cleanout

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**From:** BDi

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**Subject:** Site Visit – Inspection

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A site visit was conducted by BDi on 10/30/2023 to inspect the curb inlets around 1150 Emerald Hill Way in Diamond Hill. The manhole lids were removed, and a visual inspection conducted to the curb inlets on the North and South side of Emerald Hill way at 1150 Emerald Hill as well as 1145 Emerald Hill Way & 1162 Emerald Hill Way.

Water was observed out of the curb inlets at 1150 Emerald Hill Way. There is no water backup in the inlet at 1145 Emerald Hill Way and the 18" pipe coming down from 1150 Emerald Hill Way was almost completely dry, which would indicate there is likely a clog in 200' section of 18" piping from 1150 Emerald Hill down to 1145 Emerald Hill Way. It is recommended to clean out the 30" cross section of pipe that connects the two curb inlets at 1150 Emerald Hill Way as well as the 200' section of 18" pipe from 1150 Emerald Hill Way to 1145 Emerald Hill Way.

More pictures and videos from the inspection are available on request.



<b>Emeral Hill Way Pipe Cleanout</b>	<b>230' Pipe Cleanout (Estimated 8 Hours)</b>	<b>18" Plug (If Needed)</b>	<b>Total With Plug</b>
<b>Vendor</b>			
All South Underground	\$ 3,225.48	\$ 675.00	\$ 3,900.48
GPH Services	\$ 2,600.00	\$ 1,000.00	\$ 3,600.00
Shenandoah	\$ 3,069.00	\$ 1,200.00	\$ 4,269.00



**DBE CERTIFIED**

**Project/Job**

Diamond Hill CDD Storm Clean

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**Estimate 204603-B**

**Estimate Date 6/30/2023**

**Payment Terms**

Due on receipt

**DBE CERTIFIED (DISADVANTAGED BUSINESS ENTERPRISE) - QUESTIONS?...CALL: (888) 382-6259 x2**

<b>Client</b>	Brletic Dvorak Inc. 536 4th Ave. S, Unit 4 St. Petersburg, FL 33701	(813) 361-1466 jwhited@bdiengineers.com
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Items	Qty	Price	Amount
SERVICE ADDRESS: 1150 & 1152 EMERALD HILL WAY VALRICO, FL 33594 COUNTY: Hillsborough REQ. START DATE: TBD FDOT/PROJ/PO #: n/a CONTACT: Jerry Whited 813-683-2170 jwhited@bdiengineers.com OWNER: Diamond Hill Community Development District  BACKGROUND: Client has approximately 30LF of 18in storm drain pipe run in need of cleaning. Client is asking ASU to attempt to clean the pipe in the residential portion of the Diamond Hill Community Development District as provided in plans.  Notes:  - Debris levels in pipes are unknown to ASU - Client informs there is no 2" metered water source available on site - Client reports there is no lawful debris disposal area available on site - Client states there is drive-up access to structures - Client understands that cleaning the area that is flooding may not be the root cause of the system clogging.			0.00
----- JET-VAC TRUCK SERVICE - FULL-DAY RATE (includes up to 8 Hrs Port-to-Port) - Hours in excess of 8 per day will be billed at an Overtime Rate of \$296/Hr	1	2,198.00	2,198.00
FUEL RECOVERY SURCHARGE (% of Direct Jet-Vac, Vac, & CCTV Charges)		5.80%	127.48
JETTER-EQUIPMENT WATER SUPPLY - PER-FILL FEE - Includes the supply of water carried by equipment's integrated water tank(s) to support Jet-Vac/Jetter activity.	1	150.00	150.00
JET-VAC TRUCK DEBRIS DISPOSAL - EACH TRUCK LOAD - Includes transport and disposal of debris from Jet-Vac activity. - Includes up to, but not more than 8 cubic yards of debris per load.	1	750.00	750.00
PIPE VIDEO INSPECTION SERVICE - FULL-DAY RATE (includes up to 8 Hours Port-to-Port) - Laser Joint Measurement, Dip-Ball, and Mandrel services included. -- Hours in excess of a Full-Day (8 Hrs) will be billed at an Overtime Rate of \$264/Hr -- Laser Profiling Surcharge: \$420/Full-Day *Customer must notify ASU production at least 24 hours prior to mobilization for Laser Measurement, Dip-Ball, Mandrel, or Laser Profiling services.	0	1,800.00	0.00
FUEL RECOVERY SURCHARGE (% of Direct Jet-Vac, Vac, & CCTV Charges)		5.80%	0.00
PLUGGING & DEWATERING SERVICE - SINGLE PIPELINE LOCATION - PER DAY - Includes 3" Pump - Includes 8-32" Plug Set & Removal & 1 Day Plug Rental	0	675.00	0.00

**Total**





**Project/Job**

Diamond Hill CDD Storm Clean

**Estimate Date** 6/30/2023

**Payment Terms**

Due on receipt

**DBE CERTIFIED (DISADVANTAGED BUSINESS ENTERPRISE) - QUESTIONS?...CALL: (888) 382-6259 x2**

<b>Client</b>	Brletic Dvorak Inc. 536 4th Ave. S, Unit 4 St. Petersburg, Fl 33701	(813) 361-1466 jwhited@bdiengineers.com
---------------	---	--

Items	Qty	Price	Amount
<p>INDEMNITY - Client agrees to indemnify, defend and hold harmless ASU, its owners, officers, employees, heirs, and assigns from any and all claims, sums, losses, lawsuits, damages, verdicts, awards, costs, amounts, expenses, fees, including, without limitation attorney's fees and costs, that arise in connection with ASU's performance or equipment provided in connection herewith whether rented, lent, provided ancillary, or sold (e.g. plug failures or the consequences thereof including, but not limited to, plug deflation, punctures/leaks, failure to monitor pressure levels, etc.). Client shall provide a copy of the following warning to all persons working with or in the vicinity of pneumatic plugs.</p> <p>!!! WARNING !!!     !!! WARNING !!!     !!! WARNING !!!     !!! WARNING !!!</p> <p>Inherent dangers exist when using any inflatable product that may result in injury, death, or damage to property. If any conditions exist that you think may jeopardize the safety of yourself or others, do not use the product. When questions arise, contact your supervisor or designated Competent Person for instruction.</p> <p>Pneumatic Plugs may fail unexpectedly and without warning!</p> <p>All persons must use all appropriate safety equipment such as confined space equipment, harnesses, air supplies, head protection, eye protection, as well as any safety equipment required by law, whenever working in areas that could be affected by a plug failure.</p> <p>Users of plug products are solely responsible for their proper use and shall be thoroughly knowledgeable in their safe use and handling.</p> <p>Use pipe plugs only in pipes for which they are designed.</p> <p>NEVER deflate a pneumatic plug or release a mechanical plug until all the line back/test pressure has been relieved.</p> <p>Use of a registered engineer for the design, construction, and maintenance of a containment system to contain the pipe plug and all materials behind the plug should the plug fail or experience a loss of pressure, is highly recommended.</p> <p>Avoid the "DANGER AREA" - the area directly in front of or near the end of the pipeline containing a pipe plug. In the event of a plug failure or deflation, the plug and debris behind the plug could be ejected with great force resulting in property damage or serious bodily injury or death to anyone in the "DANGER AREA".</p> <p>Always use inflation/rope hoses which allow the operator to stay clear of the "DANGER AREA" while the plug is in use. Regularly check and monitor all fittings, connections, valves, regulators, gauges, compressors, and hand pump, etc., for conditions that may allow air leakage.</p> <p>Inflating plugs to the recommended pressure and maintaining the recommended pressure is critical in preventing dislodging of plugs. Over-inflation can rupture a plug. Do not use a pneumatic plug without knowing the proper inflation pressure, and the maximum rated line or "back/test" pressure" usually expressed in pounds per square inch (PSI) or "head pressure" measured as the height of a column of water expressed as "feet of head". We recommend the use of properly calibrated gauges, or "test panels" to remotely monitor plug and/or line pressure.</p> <p>Back or test pressures higher than the maximum rated PSI or "feet of head" will cause the plug to become dislodged. Pneumatic pipe plugs are rated for use in a clean dry line. Foreign materials such as algae, mold, sand, oil, grease, etc. may significantly reduce the ability of a plug to hold back the rated back/test pressure.</p> <p>Clean (using water and mild detergent) and inspect plugs before and after each use. Check for damaged rubber, cracks, tears, cuts, punctures or abrasions, loose or damaged fittings, cracks in castings and excessive wear. If questionable conditions exist, do not use the plug!</p> <p>=====</p> <p>The undersigned has the authority to sign and execute this agreement on behalf of Client and hereby agrees to the terms and conditions herein. -            For Client:</p> <p>Sign: _____ Date: _____ PO #: _____</p> <p>Print Name: _____ Title: _____</p> <p>Notice: Invoices not paid according to the terms stated herein will be subject to a 1.5% per month finance charge. Client agrees that All South Underground LLC shall be entitled to all costs of collection, including reasonable attorneys' fees, in the event timely payment is not received.            Sales Tax</p>			0.00
		0.00	0.00
		7.50%	0.00
<b>Total</b>			<b>\$3,225.48</b>







**CCTV & LASER PROFILE PIPE INSPECTION - JETTING & VACUUMING SERVICES**

**Job Quote**

**Diamond Hill Storm Cleaning #2 - Diamond Hill CDD**

**6/29/2023**

SCOPE OF WORK DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTALS
<b>Option 2</b>				\$ -
Clean 18" Pipe	200	LF	\$ 5.50	\$ 1,100.00
Clean 24" Pipe	500	LF	\$ 5.50	\$ 2,750.00
Clean 36" Pipe	950	LF	\$ 7.00	\$ 6,650.00
Clean 54" Pipe	300	LF	\$ 22.00	\$ 6,600.00
Install 24x60" Plug	1	EA	\$ 2,000.00	\$ 2,000.00
Install 15x30" Plug	1	EA	\$ 1,400.00	\$ 1,400.00
<b>TOTAL</b>				<b>\$ 20,500.00</b>

**Quote Assumes Full Quantity Availability Per Mobilization**

Water to be supplied by client, dump site for vac truck must be onsite or fee will be applied.

Minimum Fee of \$1500 per Unit per Mob



1888 NW 22nd Street  
(813) 677-7655

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069  
shenandoahconstruction.com

DATE: August 02, 2023  
SUBMITTED TO: BDI Engineering  
STREET: 536 4th Ave S Unit 4  
CITY, STATE & ZIP: St Petersburg, FL 33701  
PHONE: (813) 361-1466  
FAX:  
EMAIL: jwhited@bdiengineers.com  
JOB NAME: Diamond Hill CDD  
ATTENTION: Jerry whited


PROPOSAL #P30972

We propose to furnish a crew and all necessary equipment to CLEAN AND DESILT 30IN AND 18IN PIPE UNDER WATER at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Jet-Vac Equipment	(at \$295.00 Per Hour)	4 hour(s)	\$1,180.00
Flue Surcharge	(at \$0.05 )	1180	\$59.00
Offsite Disposal	(at \$650.00 Per Truck Load)	1 truck load(s)	\$650.00
<b>Estimated Total:</b>			<b>\$1,889.00</b>

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.  
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract. **Due to current fuel price increases, Shenandoah will add a 5% fuel surcharge to each invoice for services performed.**

SIGNATURE: 

SHENANDOAH GENERAL CONSTRUCTION CO.  
Lawrence Asher

TITLE DATE  
Estimator 08/02/2023

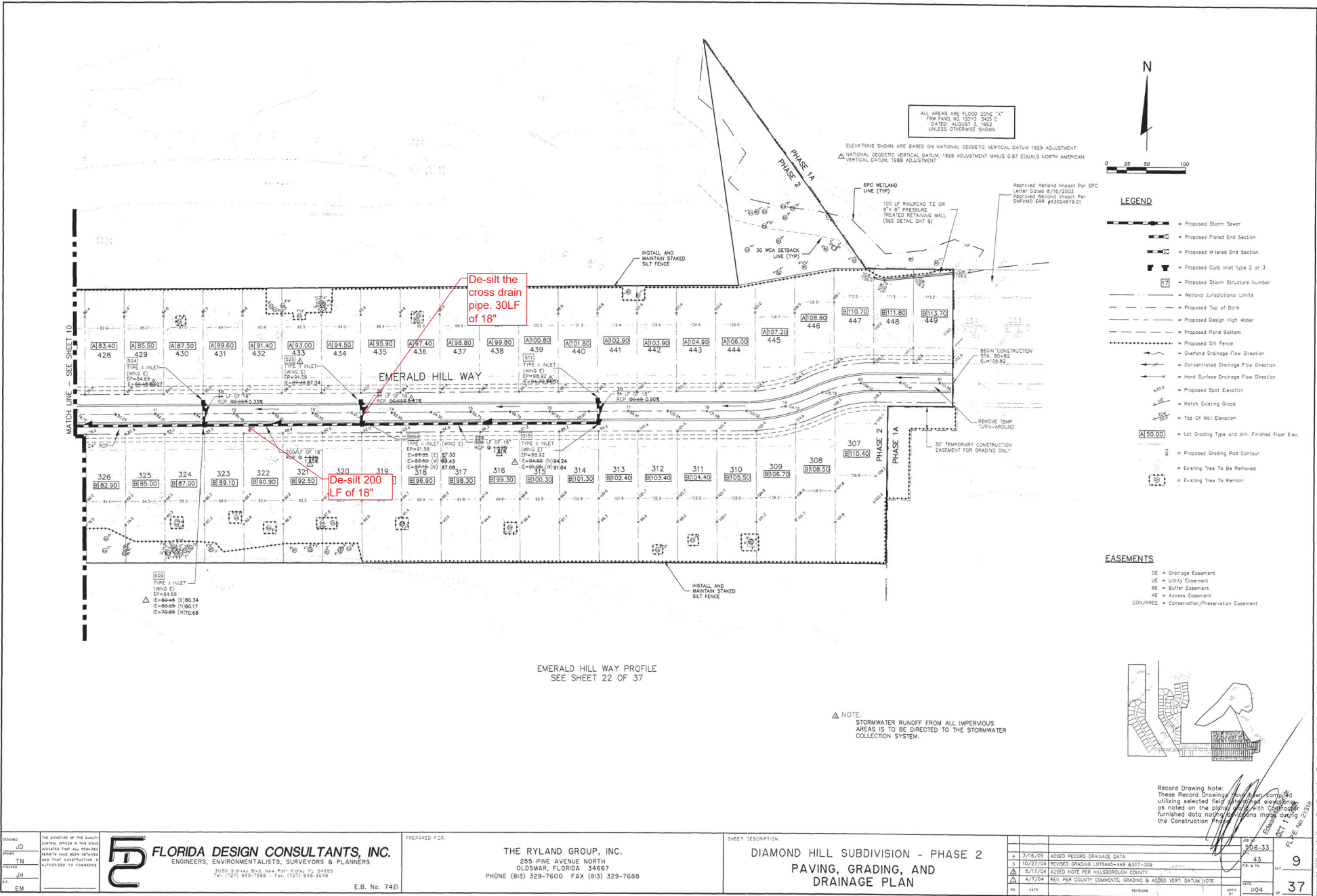
ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: \_\_\_\_\_

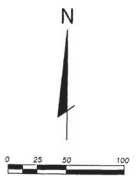
COMPANY NAME:  
REPRESENTATIVE:

DATE:  
TITLE:



ALL AREAS ARE FLOOD ZONE "X"  
 FIRM PANEL NO. 12012 1A25 C  
 DATE: AUGUST 3, 1992  
 UNLESS OTHERWISE SHOWN

ELEVATIONS SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929 ADJUSTMENT  
 NATIONAL GEODETIC VERTICAL DATUM 1929 ADJUSTMENT MINUS 0.87 EQUALS NORTH AMERICAN VERTICAL DATUM, 1988 ADJUSTMENT



**LEGEND**

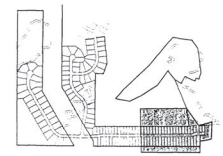
- Proposed Storm Sewer
- Proposed Fire End Section
- Proposed Meters End Section
- Proposed Curb Inlet type 2 or 3
- Proposed Storm Structure Number
- Wetland Jurisdictional Limits
- Proposed Top of Bank
- Proposed Design High Water
- Proposed Pond Bottom
- Proposed Silt Fence
- Overlap Drainage Flow Direction
- Concentrated Drainage Flow Direction
- Hard Surface Drainage Flow Direction
- Proposed Spot Elevation
- Match Existing Grade
- Top of Wall Elevation
- Lot Grading Type and Min. Finished Floor Elev.
- Proposed Grading Pad Contour
- Existing Tree to Be Removed
- Existing Tree to Remain

**EASEMENTS**

- DE = Drainage Easement
- UE = Utility Easement
- BE = Buffer Easement
- AE = Access Easement
- COV/PRES = Conservation/Preservation Easement

EMERALD HILL WAY PROFILE  
 SEE SHEET 22 OF 37

NOTE:  
 STORMWATER RUNOFF FROM ALL IMPERVIOUS AREAS IS TO BE DIRECTED TO THE STORMWATER COLLECTION SYSTEM.



Record Drawing Note:  
 These Record Drawings were prepared and checked utilizing selected field notes and elevations as noted on the plans, along with other data furnished data not to be used for any other purpose than the Construction Phase.

DESIGNED	JD
DRAWN	TN
CHECKED	JH
DATE	EM

**FLORIDA DESIGN CONSULTANTS, INC.**  
 ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS  
 2020 S. W. 11th Ave. Suite 100, Ft. Lauderdale, FL 33309  
 TEL: (754) 849-7558 FAX: (754) 848-3649

PREPARED FOR:  
**THE RYLAND GROUP, INC.**  
 255 PINE AVENUE NORTH  
 OLDSMAR, FLORIDA 34667  
 PHONE (813) 329-7600 FAX (813) 329-7668

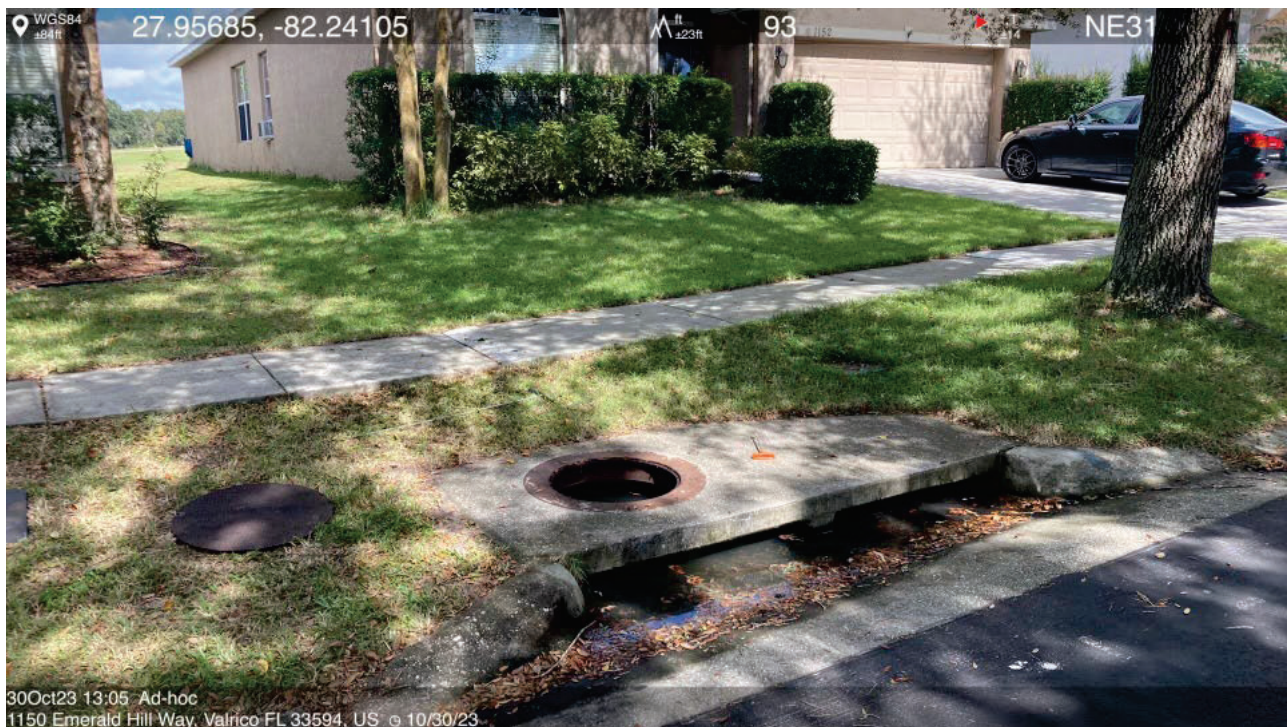
SHEET DESCRIPTION:  
**DIAMOND HILL SUBDIVISION - PHASE 2  
 PAVING, GRADING, AND DRAINAGE PLAN**

NO.	DATE	REVISION
4	3/16/05	ADDED RECORD DRAINAGE DATA
3	10/27/04	REVISED GRADING LOTS 445-449 & 307-309
2	5/17/04	ADDED NOTE PER HILLSBOROUGH COUNTY
1	4/7/04	REV. PER COUNTY COMMENTS, GRADING & ADDED VERT. DATUM NOTE

PROJECT NO.	908-33
DATE	4.3
SHEET NO.	9
TOTAL SHEETS	37
DATE	1/04









**7B**

## Technical Memorandum

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**Date:** 08-23-2023

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**To:** Diamond Hill CDD

---

**Project Name:** 1601 Brilliant Cut – Curb Inlet  
Flooding

---

**From:** BDi

---

**Subject:** Site Visit – Inspection

---

A site visit was conducted by BDi on 08/23/2023 to observe the drainage around the street area of 1601 Brilliant Cut in Diamond Hill CDD. All 7 manhole lids at the curb inlets in the drainage area were pulled, and structures inspected for debris that could cause backups to the drainage system.

Pond 20 and the structures at pond 20 were inspected and looked to be functioning properly with no damage to report. There is a mitered end pipe outfall into the pond from curb inlet site 32 and an adjacent control structure on the NW side of the pond. The water level was right at the bottom of the weir notch in the control structure at pond 20.

It was observed that the curb inlet at site 35 was filled with trash and landscaping debris covering the pipe coming from curb inlet site 35A and going to curb inlet site 34. It is recommended that curb inlet site 35 is cleaned out as soon as possible to remediate the issue of street flooding.

More pictures and videos from the inspection are available on request.





CCTV & LASER PROFILE PIPE INSPECTION - JETTING & VACUUMING SERVICES

Job Quote

Diamond Hill CDD - Diamond Hill 1601 Brilliant Cut Way

8/31/2023

SCOPE OF WORK DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTALS
Clean inlet at 1601 Brilliant Cut Way	1	LS	\$ 1,500.00	\$ 1,500.00
<b>TOTAL</b>				<b>\$ 1,500.00</b>

Quote Assumes Full Quantity Availability Per Mobilization

Water to be supplied by contractor and dump site for vac truck must be onsite or fee will be applied.

Minimum Fee of \$1500 per Unit per Mob



**DBE CERTIFIED**

Agenda Page 39  
**Estimate 204724**

**Project/Job**

Clogged Curb Inlet Cleaning

**Estimate Date 10/6/2023**

**Payment Terms**

Due on receipt

**DBE CERTIFIED (DISADVANTAGED BUSINESS ENTERPRISE) - QUESTIONS?...CALL: (888) 382-6259 x2**

<b>Client</b>	Diamond Hill Subdivision David Wenck C/O Inframark 210 N. University Drive, Suite 702 Coral Springs, FL. 33071	813-995-4873 David.Wenck@inframark.com
---------------	---	---

Items	Qty	Price	Amount
SERVICE ADDRESS: 1601 Brilliant Cut Way, Valrico, FL 33594 COUNTY: Hillsborough REQ. START DATE: TBD FDOT/PROJ/PO #: n/a CONTACT: Jerry Whited 813-683-2170 jwhited@bdiengineers.com			0.00
BACKGROUND: Client is requesting an estimate for cleaning and inspection of storm drainage pipes in a residential neighborhood in Valrico. Client's storm drainage system includes pipes 18" through 30" in diameter. Client is asking ASU to attempt to clean and inspect approximately 1400LF of storm drain pipes and structures.			
NOTES: - Debris - Actual debris levels are unknown to ASU. - Dump Area - Client does not have a lawful debris disposal area. - Water Source - Client does not have a 2" metered water source. - Dewatering - Actual water levels are unknown to ASU. Client will not dewater pipes/structures. - Access - Client reports there is drive-up access to structures. - Dewatering Service - Water levels in pipe system are unknown to ASU at this time. Excessive water in the system may impede ASU's ability to service the pipes. If the pipes are found to be holding water, ASU shall perform Plugging & Dewatering Service which will be charged as specified below.			0.00
JET-VAC TRUCK SERVICE - FULL-DAY RATE (includes up to 8 Hrs Port-to-Port) - Hours in excess of 8 per day will be billed at an Overtime Rate of \$296/Hr	1	2,198.00	2,198.00
FUEL RECOVERY SURCHARGE (% of Direct Jet-Vac/Jetter, Vac, CCTV, & Grout Truck Charges)		5.80%	127.48
PIPE VIDEO INSPECTION SERVICE - FULL-DAY RATE (includes up to 8 Hours Port-to-Port) - Laser Joint Measurement, Dip-Ball, and Mandrel services included. -- Hours in excess of a Full-Day (8 Hrs) will be billed at an Overtime Rate of \$264/Hr -- Laser Profiling Surcharge: \$420/Full-Day *Customer must notify ASU production at least 24 hours prior to mobilization for Laser Measurement, Dip-Ball, Mandrel, or Laser Profiling services.	1	1,800.00	1,800.00
FUEL RECOVERY SURCHARGE (% of Direct Jet-Vac/Jetter, Vac, CCTV, & Grout Truck Charges)		5.80%	104.40
JETTER-EQUIPMENT WATER SUPPLY - PER-FILL FEE - Includes the supply of water carried by equipment's integrated water tank(s) to support Jet-Vac/Jetter activity.	2	150.00	300.00
JET-VAC TRUCK DEBRIS DISPOSAL - EACH TRUCK LOAD - Includes transport and disposal of debris from Jet-Vac activity. - Includes up to, but not more than 8 cubic yards of debris per load.	1	750.00	750.00
PLUGGING & DEWATERING SERVICE - SINGLE PIPELINE LOCATION - PER DAY - Includes 3" Pump - Includes 8-32" Plug Set & Removal & 1 Day Plug Rental	0	675.00	0.00

**Total**





**DBE CERTIFIED**

Agenda Page 40  
**Estimate 204724**

**Project/Job**

**Estimate Date 10/6/2023**

Clogged Curb Inlet Cleaning

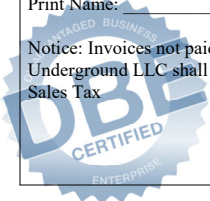
**Payment Terms**

Due on receipt

**DBE CERTIFIED (DISADVANTAGED BUSINESS ENTERPRISE) - QUESTIONS?...CALL: (888) 382-6259 x2**

<b>Client</b>	Diamond Hill Subdivision David Wenck C/O Inframark 210 N. University Drive, Suite 702 Coral Springs, FL. 33071	813-995-4873 David.Wenck@inframark.com
---------------	---	---

Items	Qty	Price	Amount
<p>TERMS &amp; CONDITIONS - Including this Estimate as an attachment, addendum, or exhibit to any purchase order or agreement shall constitute acceptance by Client that the terms and conditions herein shall control and withstand any conflicting provisions therein. Unless otherwise agreed in writing specific to the scope herein and signed by All South Underground ("ASU") and Client, and notwithstanding any conflicting terms in any other documentation, purchase orders, or otherwise, the following terms and conditions apply:</p> <p>PERMITTING - All necessary permits shall be provided by Client at no expense to ASU.</p> <p>UNIT BILLING - Billing shall be based upon ASU's actual field measurements (for any unit billing is included herein).</p> <p>CHANGES - Any obligation to provide services hereunder shall be limited to those services specifically listed as Items herein. Ancillary or un-specified services shall require a separate Estimate or Change Order signed by both ASU and the Client. All changes must be made in writing by mutual assent of the parties.</p> <p>RETAINAGE - Client agrees to withhold zero percent (0%) retainage.</p> <p>ACCESS - Client shall provide drive-up access to structures/work-areas such that ASU may provide its services without delay. If ASU's vehicles are required to traverse curbs, sidewalks, landscaping, or other features to access structures, ASU shall not be responsible for the cost of repair/restoration of such. Conditions which cause ASU's vehicles/equipment to get stuck shall constitute a Client caused delay.</p> <p>MOT - Client shall provide Management-Of-Traffic services such that ASU may perform its services without delay.</p> <p>DEWATERING - Pipe structures requiring service shall be isolated and dewatered by Client at no expense to ASU such that ASU may provide its services without delay.</p> <p>STANDBY - Any delay in excess of 15 minutes that prevents ASU's crews from performing service, caused by circumstances under Client's control, shall be considered Standby. Any Client controlled circumstances that cause jet/vac equipment to require more than 45 minutes to perform a fill/dump cycle shall constitute Standby for time in excess of 45 minutes per cycle. If billing is based on hourly rates, Standby shall be charged at the respective hourly rate for the affected service(s). If billing is on a LF/quantity basis, Standby shall be charged as follows (per vehicle): Jet-Vac service @ \$265/hr, CCTV service @ \$235/hr, other vehicle/crew @ \$235/hr. If billing is based upon minimum daily quantities or day-rates, Standby time shall count towards accrued hours of service.</p> <p>UNKNOWN PIPE CONDITIONS - Pipeline to be serviced hereunder is of a condition unknown to ASU, may not be serviceable in full, and may be damaged by plugging, dewatering, cleaning, or other services. ASU will make a reasonable effort to service pipeline(s) without causing further damage or degradation. However, servicing pipelines and hydraulic systems presents an unavoidable risk of damage and associated complications that ASU shall not be liable for.</p> <p>SAFETY - ASU shall not be required to handle or transport Hazardous Waste. Client warrants and represents that the work area and any material that ASU may be directed to handle or transport shall be free of any Hazardous Waste. If Hazardous Waste is identified in any material encountered by ASU or its subcontractors while performing its work hereunder, Client shall at Client's sole expense, remediate and mitigate all Hazardous Waste contamination and shall indemnify and hold harmless ASU and its owners, directors, and assigns from all losses, costs, liabilities, claims, damages, expenses and legal fees that arise in connection with such Hazardous Waste. All provisions regarding assumption of risk, release, waiver, indemnity and hold harmless are intended to be as broad and inclusive as permitted under the law. ASU reserves the right, free from liability or damages, to refuse to provide services in any area that ASU deems to be unsuitable or unsafe.</p> <p>REMEDY - Prior to withholding payments otherwise due to ASU or making payments chargeable to ASU, Client shall notify ASU in writing of such intended action specifying in detail ASU's unsatisfactory performance or pending obligation, and provide ASU a reasonable opportunity to cure such issue, which ASU must fail to reasonably address.</p> <p>STOPPAGE - ASU may suspend, slow, or stop work, free from any liability or damages in connection with such slow-down or stoppage, if ASU is not paid within thirty (30) days from the date it tenders its invoice or payment application.</p> <p>PENALTY PERIODS - Notwithstanding anything to the contrary herein or in any schedules, work orders, documentation, or otherwise, if as of the date ASU first mobilizes to furnish any service or goods specified hereunder or within sixty (60) days thereafter, Client is in a liquidated damages period or other condition whereby Client accrues losses including, but not limited to fees, fines, penalties or damages, lost incentives, or lost bonus payment(s), for failure to complete or obtain acceptance of any portion of the project, ASU shall be held free from all liability or damages in connection with such losses and ASU shall be entitled to full and timely payment, regardless of whether the Client has been paid, for all work performed and goods furnished on the project.</p> <p>SEVERABILITY - Any provision of this held invalid by a judicial proceeding shall be deemed modified to the minimum extent necessary to be valid and as close to its original purpose as possible.</p> <p>DUMP AREA - Unless otherwise agreed in writing, if ASU is required to perform cleaning/desilting services hereunder, Client shall furnish a lawful on-site dump area for ASU to dispose of all material/debris removed from jobsite assets.</p> <p>WATER SOURCE - Unless otherwise agreed in writing, Client shall provide a two-inch (2") water source, hydrant meter, or water truck (all of which shall deliver filtered or particulate-free fresh water) at no cost to ASU such that ASU may perform its services without delay.</p> <p>CLEANING EXCLUSIONS - Cleaning/Desilting items do not include root-cutting, descaling, de-tuberculation, or the removal of bricks, concrete, rocks, refuse, or foreign obstructions from pipelines.</p> <p>WATER &amp; DUMP ACCESS - Any circumstances that cause a Jet-Vac/Jet Truck water refill or dump cycle to take more than 45 minutes shall constitute a Client caused delay.</p>		0.00	0.00
<p>The undersigned has the authority to sign and execute this agreement on behalf of Client and hereby agrees to the terms and conditions herein. - For Client:</p> <p>Sign: _____ Date: _____ PO #: _____</p> <p>Print Name: _____ Title: _____</p> <p>Notice: Invoices not paid according to the terms stated herein will be subject to a 1.5% per month finance charge. Client agrees that All South Underground LLC shall be entitled to all costs of collection, including reasonable attorneys' fees, in the event timely payment is not received.</p> <p>Sales Tax</p>		0.00	0.00
		7.50%	0.00
<b>Total</b>			<b>\$5,279.88</b>







# Curb Inlet Site 35B



# Curb Inlet Site 35A



# Curb Inlet Site 35





# Curb Inlet Site 34



Curb Inlet Site 33



# Curb Inlet Site 32





# Pond 20 MEP



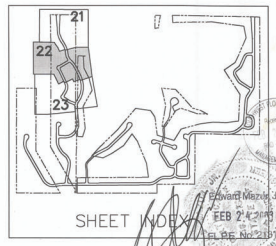








442467900



DESIGNED: RAW  
 CHECKED: RC / JM  
 DATE: EM  
 SCALE: EM

**FLORIDA DESIGN CONSULTANTS, INC.**  
 ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS  
 2639 McCormick Dr., Clearwater, FL 33709  
 Tel: (727) 724-8422 - Fax: (727) 724-8606

PREPARED FOR:  
**RYLAND HOMES**  
 255 PINE AVE. N.  
 OLDSMAR, FL 34677  
 MAIN PHONE: (813) 329-7600 FAX: 813-329-7689

SHEET DESCRIPTION:  
**DIAMOND HILL SUBDIVISION - PHASE IB**  
**PAVING, GRADING AND DRAINAGE**

NO.	DATE	REVISION	APPROVED BY
1	2/05/03	REVISED PER HILLSBOROUGH COUNTY COMMENTS	

DATE: 12/12/02

NO. 506-30

NO. 22

NO. 54

PL:\WORK\PROJECTS\DIAMOND HILL\SUBDIVISION\PAVING - PHASE IB - 2002\111202.dwg - 11/12/02 - 11/12/02 - JMM

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# **Eighth Order of Business**



**Diamond Hill CDD 9/28/23,  
11:34 AM**

**Josh oliva**

**Thursday, September 28, 2023**

**Prepared For Inframark**

**18 Observations Identified**





### White Flies

Property Manager

White fly damage in box woods at Brilliant cut way.

Plants we're treated on 9/27/2023 with contact and systemic insecticide and fungicide.



### Turf Mowing

Property Manager

Turf mowing is completed



Dollar Weed @ Brilliant Cut

Property Manager

Dollar weed was treated in turf and starting to decline. Will monitor recovery.



Trimming Services Are Being Completed



Brilliant Cut Mowing  
Property Manager  
Mowing on brilliant cut way has  
been completed



Entrance Trimming Is Being  
Completed



Mowing/turf Condition



Pond Mowing.  
Ponds are being maintained and  
string trimmed at bases



## Common Area Mowing

YL Crew

Common area mowing is being completed.

As we move into bi weekly season please start lifting trees to contract height and cutbacks on ponds and common areas.



## Emerald Hill

Common area mowing



Is This Fence CDD?



Clean Debris Off Fencing



Pond Mowing



Pond Mowing



Pond Mowing



Entrance Trimming Is Being Completed





Field Mowing  
Property Manager  
Field mowing is being completed



Possible Juniper Replacement

Josh Oliva  
Yellowstone Landscape

# Yellowstone Landscape (Tampa)



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

## Property

Diamond Hill CDD  
1627 Emerald Hill Way  
Valrico, FL 33594

## Contact

Taylor Nielson  
tnielson@rizzetta.com

## Inspection

Date: 8/28/2023  
Inspector: Jonnaxel Cruz Perez

## Estimate Summary

Labor:	12 minutes - \$15.00
Materials:	\$5.00
<hr/>	
Total:	\$20.00 (plus applicable taxes)

## Service Summary

Service	Quantity	Cost
Repair Drip Line	1	\$20.00
Repair Lateral Line	1	\$0.00
<b>Total (plus applicable taxes):</b>		<b>\$20.00</b>

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Service Detail

Controller 1 Gate code #5327 > Zone 1 Rotors					
Asset	Service	Notes	Labor	Materials	Total
No Services					

Controller 1 Gate code #5327 > Zone 2 Spray					
Asset	Service	Notes	Labor	Materials	Total
No Services					

Controller 1 Gate code #5327 > Zone 3 Spray					
Asset	Service	Notes	Labor	Materials	Total
Lateral Line 2	<u>Repair</u>	Part: Line Line Length (ft.): 0 Line Size: 1 1/2"  Hours:  cracked lateral line (only Leaks when zone 3 comes on )	\$0.00	\$0.00	\$0.00

Controller 1 Gate code #5327 > Zone 4 Drip					
Asset	Service	Notes	Labor	Materials	Total
No Services					

Controller 2 Gate code #5327 > Zone 1 Rotors					
Asset	Service	Notes	Labor	Materials	Total
No Services					

Controller 2 Gate code #5327 > Zone 2 Rotors					
Asset	Service	Notes	Labor	Materials	Total
No Services					

Controller 2 Gate code #5327 > Zone 3 Rotors					
Asset	Service	Notes	Labor	Materials	Total
No Services					

Controller 2 Gate code #5327 > Zone 4 Drip					

Asset	Service	Notes	Labor	Materials	Total
Drip Line 3	<u>Repair</u>	Drip Line Length (ft.): 0 Drip Line Size: 1/4"  Hours: 0.2  cut drip fixed on site	\$15.00	\$5.00	\$20.00

Controller 2 Gate code #5327 > Zone 5 Rotors					
Asset	Service	Notes	Labor	Materials	Total
<i>No Services</i>					

# **Ninth Order of Business**



















## **TENTH ORDER OF BUSINESS**

**10A**

## Diamond Hill Community Development District

### **List of RFP Documents:**

1. Request for Proposals (email)
2. Instructions for Proposers
3. Scope of Services
4. Maintenance Map
5. Evaluation Criteria
6. Official Bid Proposal Form
7. Form of Agreement
8. Form of Weekly Landscape Maintenance Report
9. Affidavit for Scrutinized Companies
10. Affidavit on Public Entity Crimes
11. Affidavit of Non-Collusion

### **Additional Documents:**

12. Individual Supervisor Score Sheet
13. Summary Score Sheet (to be tallied by the DM)

### **Proposed Schedule:**

1. Authorize RFP by Board
2. District Manager will send email [REDACTED]
3. Deadline for Submitting Questions: [REDACTED] by 5 pm
4. Proposals due by [REDACTED] @ 12:00 noon via email to [dwenck@inframark.com](mailto:dwenck@inframark.com).



Landscape and Irrigation Maintenance Services Request For Proposals  
Diamond Hill Community Development District Hillsborough County, Florida

Notice is hereby given that the Diamond Hill Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the RFP Package. The RFP Package will include, but not be limited to, this Request for Proposals, the Instructions for Proposers, the Scope of Services, Maintenance Map, Evaluation Criteria, an Official Bid Proposal Form, a form of the Agreement, and required affidavits. The RFP Package will be available for public inspection and may be obtained from the District Manager via email [dwenck@inframark.com](mailto:dwenck@inframark.com).

A mandatory pre-proposal meeting will be held on \_\_\_\_\_, at 1:00 p.m. (EST), at 5227 Autumn Ridge Drive, Wesley Chapel, FL 33545. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; (2) have at least five (5) years of experience with landscape and irrigation maintenance projects; and (3) attend the mandatory pre-proposal meeting. Copies of the RFP Package will not be available at that meeting but will be email to all that attend.

Any and all questions relative to this project shall be directed in writing by e-mail only to David Wenck at [dwenck@inframark.com](mailto:dwenck@inframark.com). The deadline for submitting questions relative to this project is 12:00 p.m. on \_\_\_\_\_. The District reserves the right in its sole discretion to make changes to the RFP Package up until \_\_\_\_\_ and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered with the District Manager.

Firms desiring to provide services for this project must submit their proposals no later than \_\_\_\_\_ at 12:00 p.m. (EST) email Attn: David Wenck. Those received after the time and date stipulated above may be returned to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the RFP Package, including this request for proposals, must be filed in writing, within seventy-two (72) hours after the day of the pre-proposal meeting. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest. Additional information and requirements regarding protests are set forth in the RFP Package and the District’s Rules of Procedure, which are available from the District Manager via email.

Rankings will be made based on the Evaluation Criteria contained within the RFP Package. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so.

Diamond Hill Community Development District  
David Wenck, District Manager  
813-608-8228

**Diamond Hill Community Development District**  
**Instructions for Proposers for**  
**Request for Proposals for Landscape Maintenance Services**

**1. General:**

- a. The term “**District**” used herein refers to Diamond Hill Community Development District.
- b. The term “**Proposer**” refers to the business, corporation, firm, organization, or individual submitting a proposal to the District in response to the Request for Proposals.
- c. The Term “**RFP Package**” will include, but not be limited to, the Request for Proposals, these Instructions for Proposers, the Scope of Services, Maintenance Map, Evaluation Criteria, an Official Bid Proposal Form, a form of the Agreement, a form of the Weekly Landscape Maintenance Report, and required affidavits.
- d. The Proposer is solely responsible for reading and completely understanding the RFP Package.
- e. It is the responsibility of the Proposer to review the RFP Package and any addenda, made available in connection with the work and to prepare a proposal based solely on the RFP Package.

**2. Preparation of Proposal:**

- a. Proposers who are nonresident corporations shall furnish to the District a duly certified copy of their permit to transact business in the State of Florida along with the proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the proposal.
- b. The proposal must be duly signed by an authorized corporate officer, principal, or partner (as applicable).
- c. The proposal must include, at a minimum, a duly completed and executed copy of the following documents from the RFP Package:
  - i. Official Bid Proposal Form
  - ii. Affidavit for Scrutinized Companies
  - iii. Affidavit on Public Entity Crimes
  - iv. Affidavit of Non-Collusion
- d. The proposal must also include the following items:
  - i. A narrative description of the Proposer’s approach to providing the services as described in the Scope of Services.

- ii. A description of the proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. Include a staffing plan depicting quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property.
- iii. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address, and phone number of a contact person.
- iv. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance required by the Agreement
- v. Any other additional information or documents that will assist the Board in evaluating the Proposer pursuant to the Evaluation Criteria.

### **3. Submission of Proposals:**

- a. Each Proposer may only submit one proposal.
- b. Submit 8 hardcopies to the address listed on the Request for Proposals prior to the time and date specified in the Request for Proposals. Delivery of said proposal to the District prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by any occurrence.
- c. Proposals will be received until the time and date specified in the Request for Proposals. The proposal delivery time will be scrupulously observed. Under no circumstance will proposals delivered after the delivery time specified be considered.
- d. Proposals may be withdrawn by providing written notice if received by the District prior to the time and date specified in the Request for Proposals for submission of the proposals. Negligence on the part of the Proposer in preparing his proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened by the District at the appointed time and place. Proposers may not withdraw or modify their proposals after the proposal opening time designated in the Request for Proposals. All proposals shall be in force for a period of ninety (90) days after the proposal deadline.

- 4. Interpretation of Scope of Services:** No interpretation of the meaning of the Scope of Services, or other documents will be made to any Proposer orally. Every request for such interpretation must be in writing, addressed to the District Manager. To be given consideration, such requests must be received prior to the date and time designated in the Request for Proposals. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent by email to all prospective Proposers. All interested Proposers must supply a working email address to the District Manager. Any such addendum shall not relieve said Proposer from any obligation under the proposal as submitted. All addenda so issued shall become part of the RFP Package.

- 5. Examination of Work:** Before submitting proposals, Proposers must carefully examine the site of the proposed work and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of the RFP Package. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions of difficulties that may be encountered in the execution of the work pursuant to the Request for Proposals as a result of failure to make necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Proposer to fulfill, in every detail, all of the requirements of the RFP Package, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.
- 6. Proposal Error:** Where proposals have erasures or corrections, each erasure or correction must be initialed in ink by the Proposer.
- 7. Compliance with Occupational Safety and Health Act:** In instances where such is applicable due to the nature of the proposal matter with which the RFP Package is concerned, all practices, material, equipment, etc., as proposed and offered by Proposers must meet and conform to all O.S.H.A. requirements; the Proposers signature upon the proposal form being by this reference considered a certification of such fact.
- 8. Laws and Regulations:** The Proposer's attention is directed to the fact that all applicable Federal and State laws, local ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as through herein written.
- 9. Required Disclosure:**

  - a. PUBLIC ENTITY CRIMES** - Any person submitting a proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. Prior to proposal award, the Proposer shall submit a sworn statement attesting to compliance with said statute.
  - b. SCRUTINIZED COMPANIES** - Any person submitting a proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.135, Florida Statutes, on Scrutinized Companies. Prior to proposal award, the Proposer shall submit a sworn statement attesting to compliance with said statute.
  - c.** At its sole discretion the District may reject any Proposer the District finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Board to lack honesty, integrity, or moral responsibility. The discretion of the Board may be exercised based on the disclosure required herein, the Districts own investigation, public records, or any other reliable source of information. The Board may also reject any Proposer failing to make the disclosure required herein. By submitting a proposal, Proposer recognizes and accepts that the District may reject the proposal based upon the exercise of its sole discretion and Proposer waives any claim it might have for damages or other relief resulting directly or indirectly from the rejection of its proposal based on these grounds, including the disclosure of any pertinent information relating to the reasons for rejection of the proposal.

**10. Award of Agreement/Rejection of Proposals:**

- a. The Board of Supervisors of the District (the “**Board**”) will review and rank the proposals submitted in response to the Request for Proposals for this project. The Board will meet at a publicly noticed meeting currently scheduled for **Monday December 11, 2023 at 2 p.m.** (this date is subject to change), will collectively as a group review the proposals received in accordance with the Evaluation Criteria.
- b. All Proposers are invited to make a public presentation during the meeting on **Monday February 12, 2024 at approximately 2:00 p.m.**
- c. The Board will award the Agreement to the proposal that the District determines, in its sole discretion, will serve the best interests of the District. The District may create a short list based on the Evaluation Criteria.
- d. The Board, in its sole discretion, reserves the right to reject any and all proposals and to waive any informality concerning proposals whenever such rejection or waiver is in the best interest of the District. The Board further reserves the right to reschedule or continue the date of the evaluation meeting to a later date. Nothing contained herein shall place a duty upon the District to reject proposal or award a Agreement based upon anything other than its sole discretion.
- e. Notice of the award, including rejection of some or all bids, shall be provided in writing to all proposers by email, United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days. The notice shall include the following statement: “Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District’s decision to award a Agreement shall constitute a waiver of any objection to the award of such Agreement.”
- f. No Proposer shall be entitled to recover costs of proposal preparation or submittal from the District.
- g. The successful Proposer will be required to sign a final form of the Agreement. Said Agreement will evidence in written form the agreement between the parties pursuant to the award having been therefore made by the District to the successful Proposer; said signing to be accomplished within thirty (30) days after Notice of Award.

**11. Protests:** Any firm or person who is affected adversely by a District decision to award an Agreement shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District’s decision. A complete copy of the District’s Rules of Procedures is available for review at the office of the District Manager.

## SCOPE OF SERVICES

### PART 1

#### GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 — NOVEMBER 1 — Once a week

NOVEMBER 1 — MARCH 1 — Once every two weeks

This schedule estimates that there will be 42 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the Bahia grass and St. Augustine sod at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within thirty-six hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Diamond Hill Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mismanaged mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

**\* Tractor Mowing Four Times per Year — Pond 40 Conservation; Areas Behind Emerald Hill Way; Behind Lift Station on Sydney Road.**

**IA) POND MOWING** - All pond banks identified as such on the overall Diamond Hill Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of three (3) to three and one half (3 1/2) inches. Pond banks will be mowed and/or trimmed to water's edge. Line trimming to water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height. Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. It is required mulch type mowers be used around pond banks. Mowers must blow all clippings away from pond banks. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event. Condition of turf is to be determined by the DISTRICT, or its assigns, at their sole discretion.

2) **EDGING AND TRIMMING** — All hard-edged areas (curbs, sidewalks, bike paths, nature trails (unless otherwise directed), etc.) shall be edged every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.

**Chemical edging shall not be permitted anywhere on property.**

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN THIRTY-SIX HOURS OF NOTICE BY DISTRICT.**

3) **TREE AND SHRUB CARE** — All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Central leaders shall be maintained and interfering or crossed limbs shall be removed. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, including roofs, and other architectural structures including entrance features and decorative buffer walls/fences. They shall also be pruned over sidewalks, nature trails **to eight feet for pedestrians** and parking lots **and roads to sixteen feet so as not to interfere with vehicles**. (This is to include maintaining at all times a minimum of **eight to sixteen (8-16)** feet of clearance under all limbs depending on location and species of tree.) Contractor shall also trim back all tree branches from interfering with traffic signs and street lights on an as-needed basis.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Diamond Hill. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to appear neat and clean at all times regardless of height. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are coming into contact with architectural structures of any type. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

4) **WEEDS AND GRASSES** — All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed

areas shall be maintained each mowing service by removing all weeds, trash, broken limbs, palm boots and fronds and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL NON-SELECTIVE HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

**NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.**

The CONTRACTOR shall be responsible for the replacement of any and all turf as well as all ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

**5) MAINTENANCE OF PAVED AREAS** — All paved areas (including expansion joints in sidewalks and gutters) shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

**6) CLEAN UP** — At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS. Contractor shall complete one area (mowing, edging and blowing, etc. prior to moving on to the next section.**

**7) REPLACEMENT OF PLANT MATERIAL** — Tree and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

**8) If Contractor misses a service due to inclement weather or any other reason, he is required to make up service the same week. Saturday work is allowed with prior approval.**



**PART 2**

**FERTILIZATION**

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

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

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of an east-west line extending through Ocala and north of a line between Tampa & Vero Beach.)

All Bahia Sod:

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

All St. Augustine Sod:

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

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to

determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

### **SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

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

10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg      10 lbs 1000 sq ft

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING.**

### **PALM FERTILIZATION:**

All Palms shall receive 1 1/2 pounds of 8N-2P205-12K20+4Mg with micronutrients per 100 SF of palm canopy up to four times per year (March, June, September with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

**Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.**

**CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity.** Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

## PART 3

### PEST CONTROL

**Insects and Disease in Turf** Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include **the** cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

**Insects and Disease Control for Trees, Palms and Plants** The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

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

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

## **FIRE ANT CONTROL**

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

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all Finished Landscape Areas as shown on the Maintenance Exhibit.

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

**Pest Control shall be included in the Contract Amount.**

## PART 4

### IRRIGATION SYSTEM MONITORING AND MAINTENANCE

**Irrigation System.** The Contractor shall inspect and test the irrigation system components one (1) time per month. This shall include all the existing irrigation systems (approximately 50-60 zones, 4 irrigation controllers (Rainbird ESP 12 Sta w/P & W — East entrance, Rainbird ESP 24-LX Plus, 24 Sta w/P & W — West Entrance, Hunter Pro-C PC-300 9 Sta w/P & W - Entrance to Copper Heights, Hunter ICC-800 PL 14 Sta w/water meter — Clubhouse on Copper Heights). P & W =pump & well

#### A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

#### B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

#### C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

#### D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers

and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

**Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion,**

**After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles., drip, main and delivery lines (including those below ground) and any associated fittings.** Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Hillsborough County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

## PART 5

### INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or Management, Contractor shall top dress all currently landscaped ornamental beds and tree rings with Grade "A" Large Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all pine bark bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Pine Bark Mulch beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

**This item will not be included in the contract amount and shall be invoiced separately the month after entire top-dressing is completed. Partial payments will not be made. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.**

**The CDD reserves the right to subcontract out any and all mulching events.**

**PART 6****ANNUAL INSTALLATION**

**Planting of Annuals.** Currently, there are no annual plantings at Diamond Hill. Should the Board of Supervisors choose to have annuals installed, please indicate your per annual price in the bid form. After prior approval by the Board of supervisors, Contractor shall replace annuals in 4" pots up to four (4) times per year in designated areas noted. Contractor shall maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. Prior to replacement, selection and approval from the Board is required. An Annual Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. All annual beds shall be covered with a 2" layer of pine fines each and every rotation. This must be included with the price of the annual.

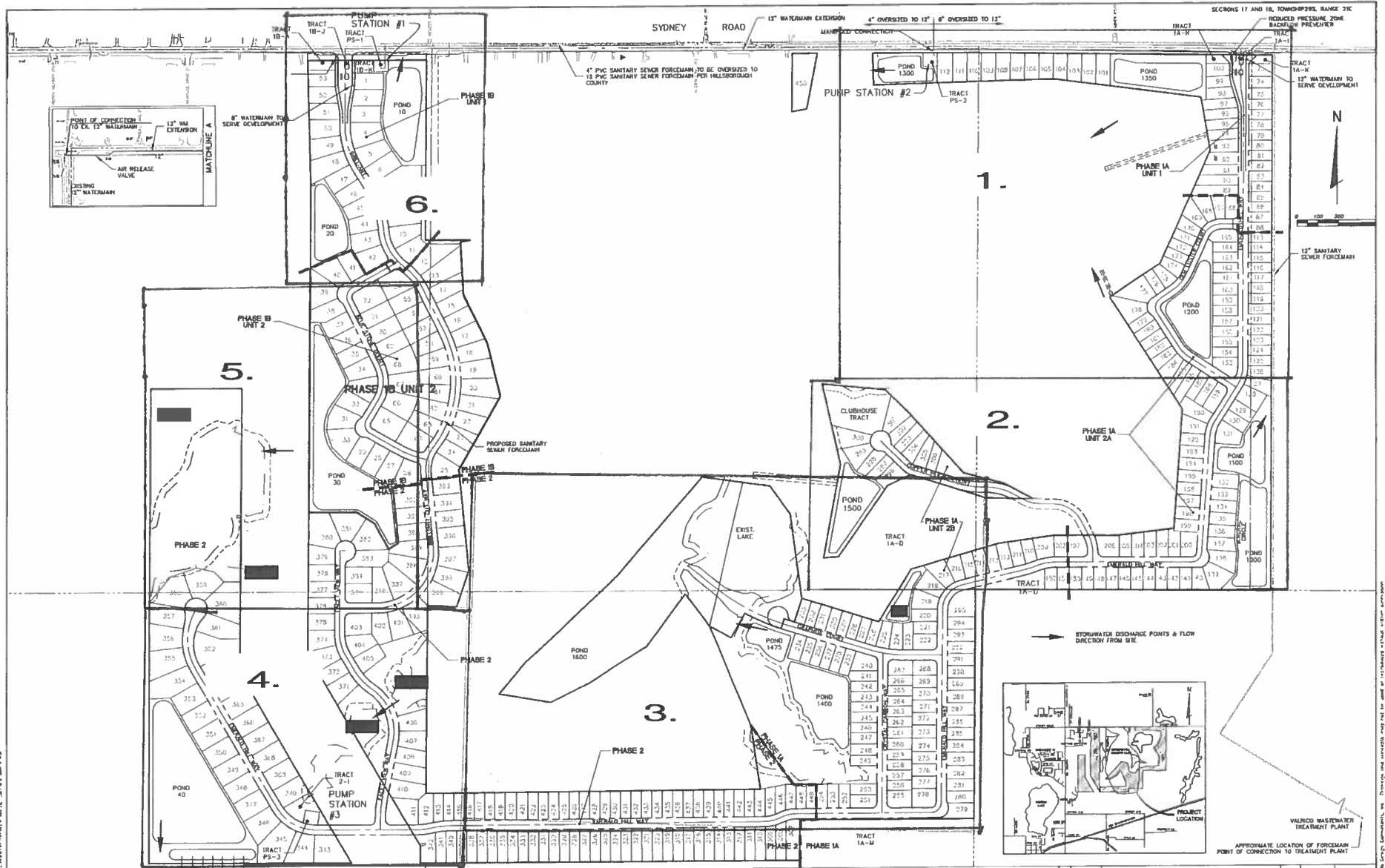
Annual installation price shall include all dead-heading, necessary soil adjustments, soil additives, fungicides and **MONTHLY** nutritional requirements **at no additional cost to District.**

**This item will not be included in the contract amount. Contractor shall provide a price per 4" annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.**

**The CDD reserves the right to subcontract out any and all annual installation events.**

**[END OF SECTION]**





DATE	BY	DESCRIPTION

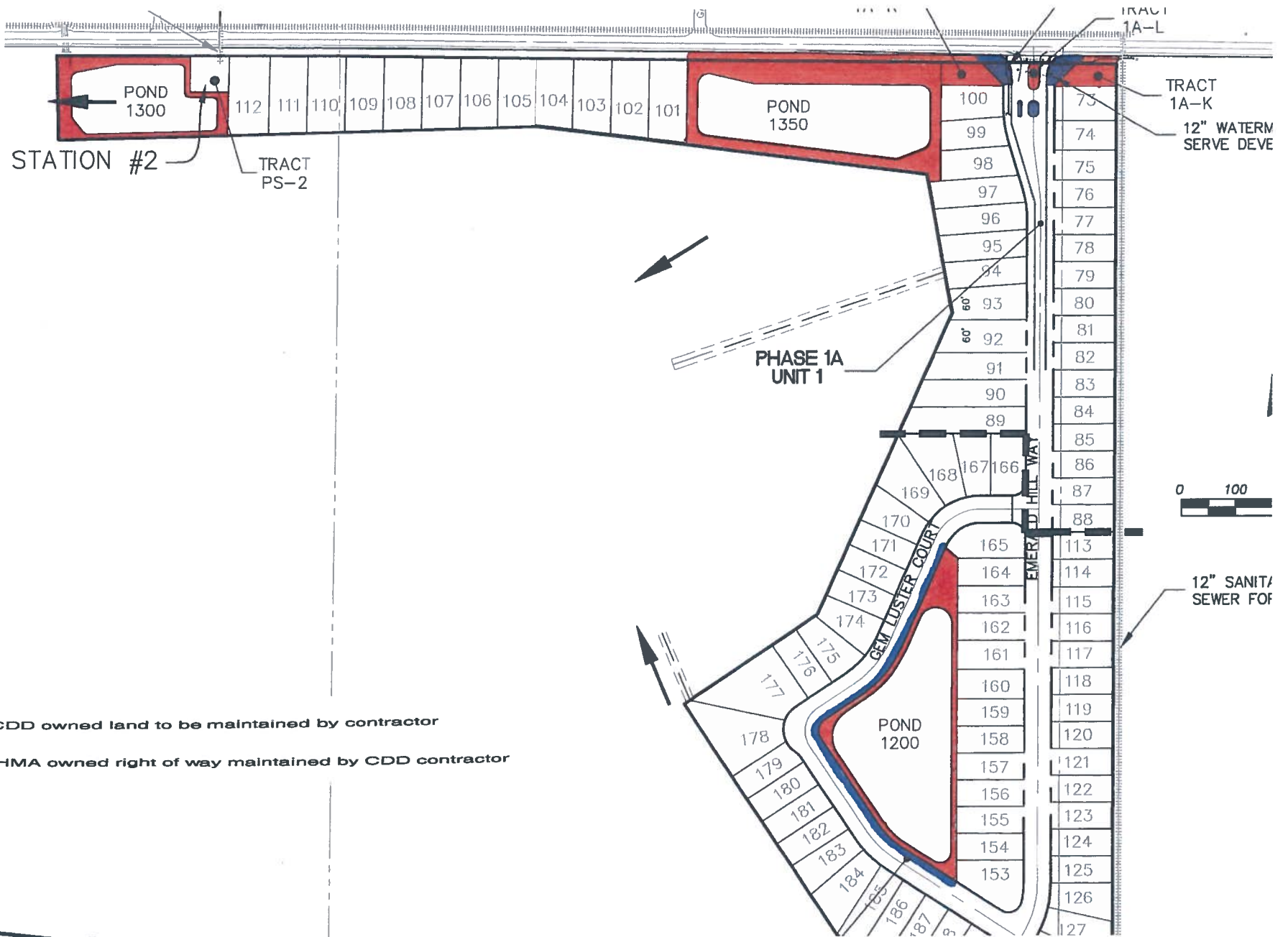
**FLORIDA DESIGN CONSULTANTS, INC.**  
 ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS  
 2548 BUCKLEUP BLVD. SUITE 100, GAITHERSBURG, MD 20878  
 TEL: (301) 794-8921 FAX: (301) 794-8666

PREPARED FOR:  
**RYLAND HOMES**  
 255 PINE AVE. N.  
 OLDSMAR, FL 34677  
 MAIN PHONE: (813) 329-7600 FAX: 813-329-7689

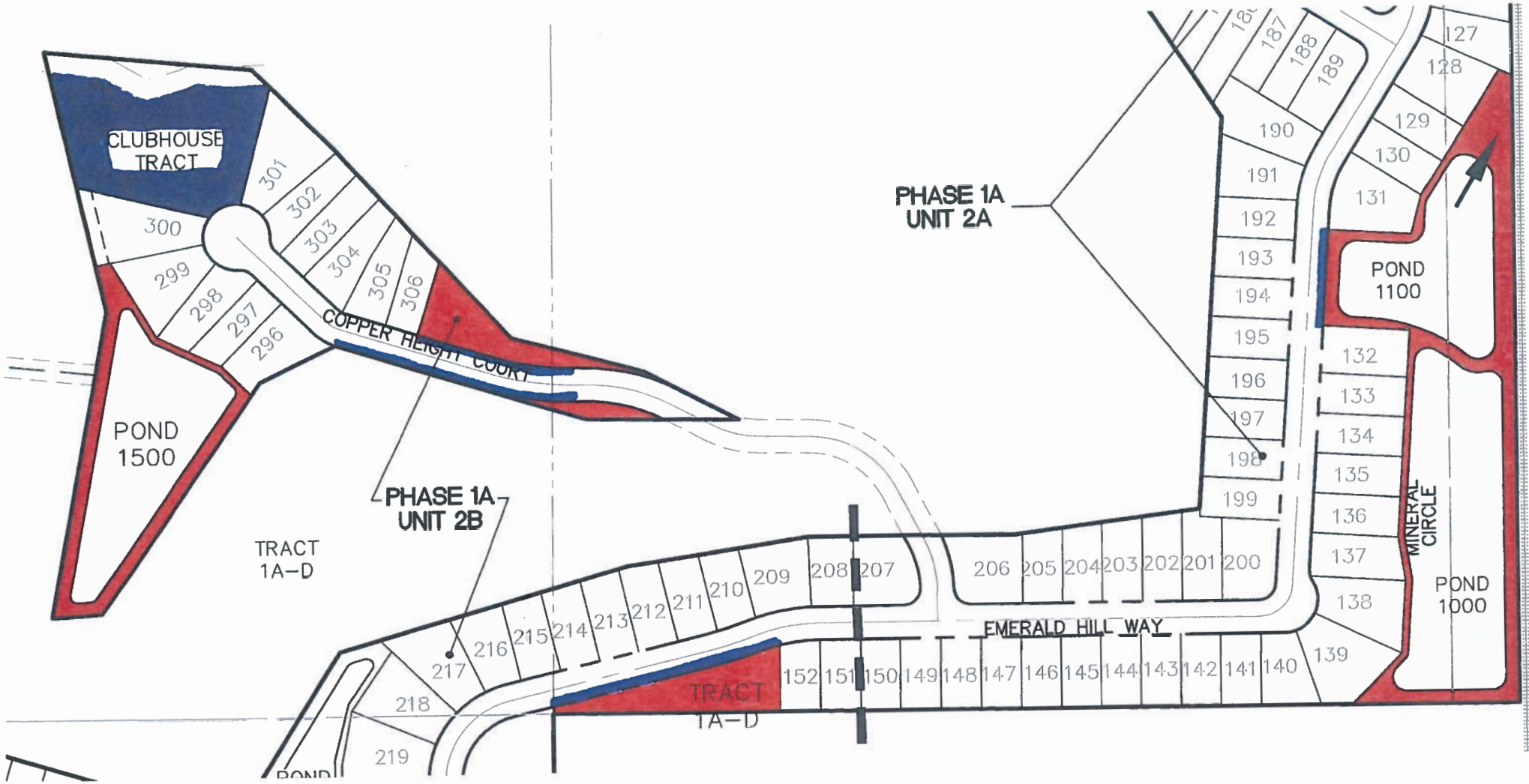
SHEET DESCRIPTION:  
**DIAMOND HILL SUBDIVISION  
 MASTER CDD SITE PLAN  
 EXHIBIT "B"**

DATE	BY	DESCRIPTION

**Landscape Maintenance Exhibit Key Sheet**

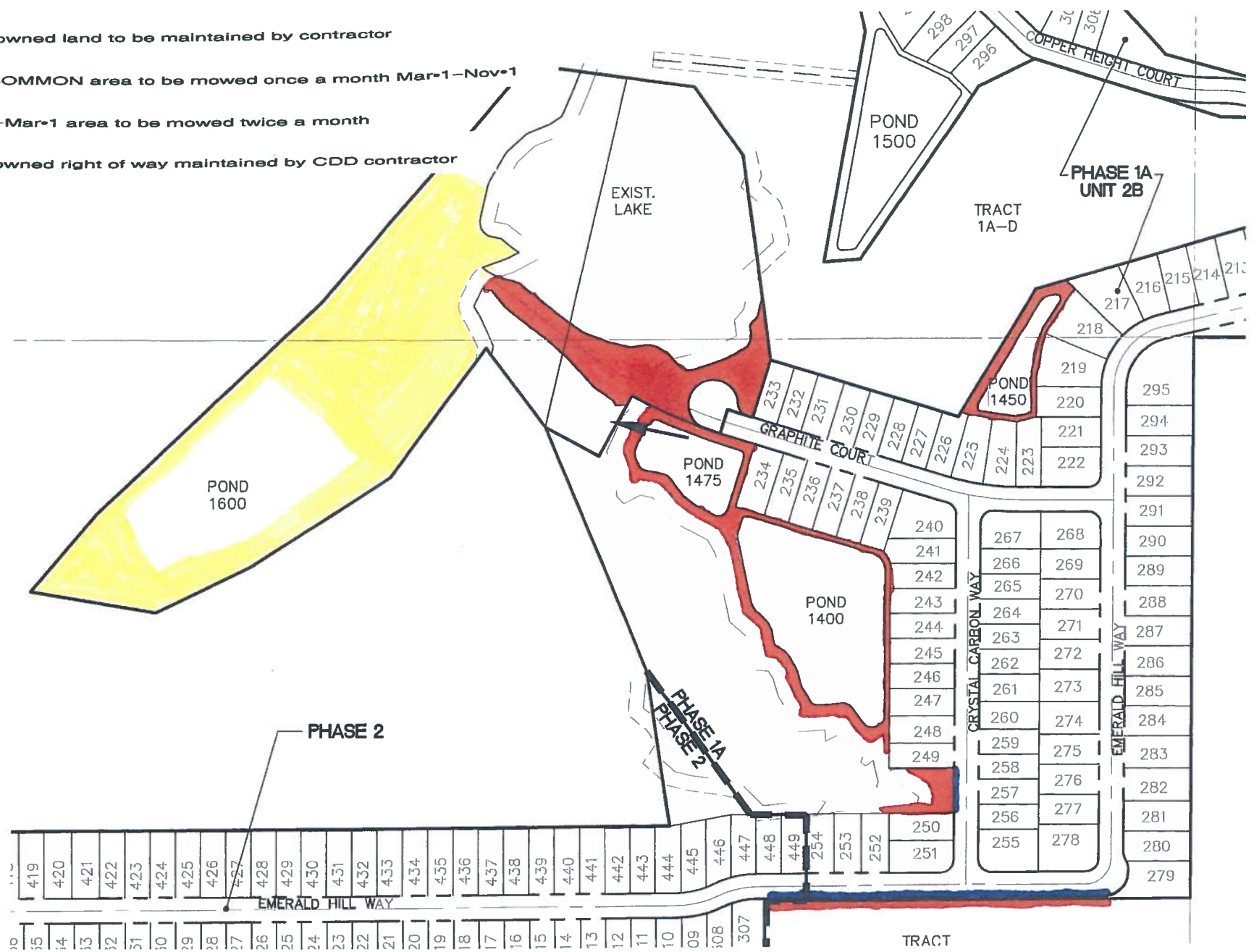


- CDD owned land to be maintained by contractor
- DHMA owned right of way maintained by CDD contractor

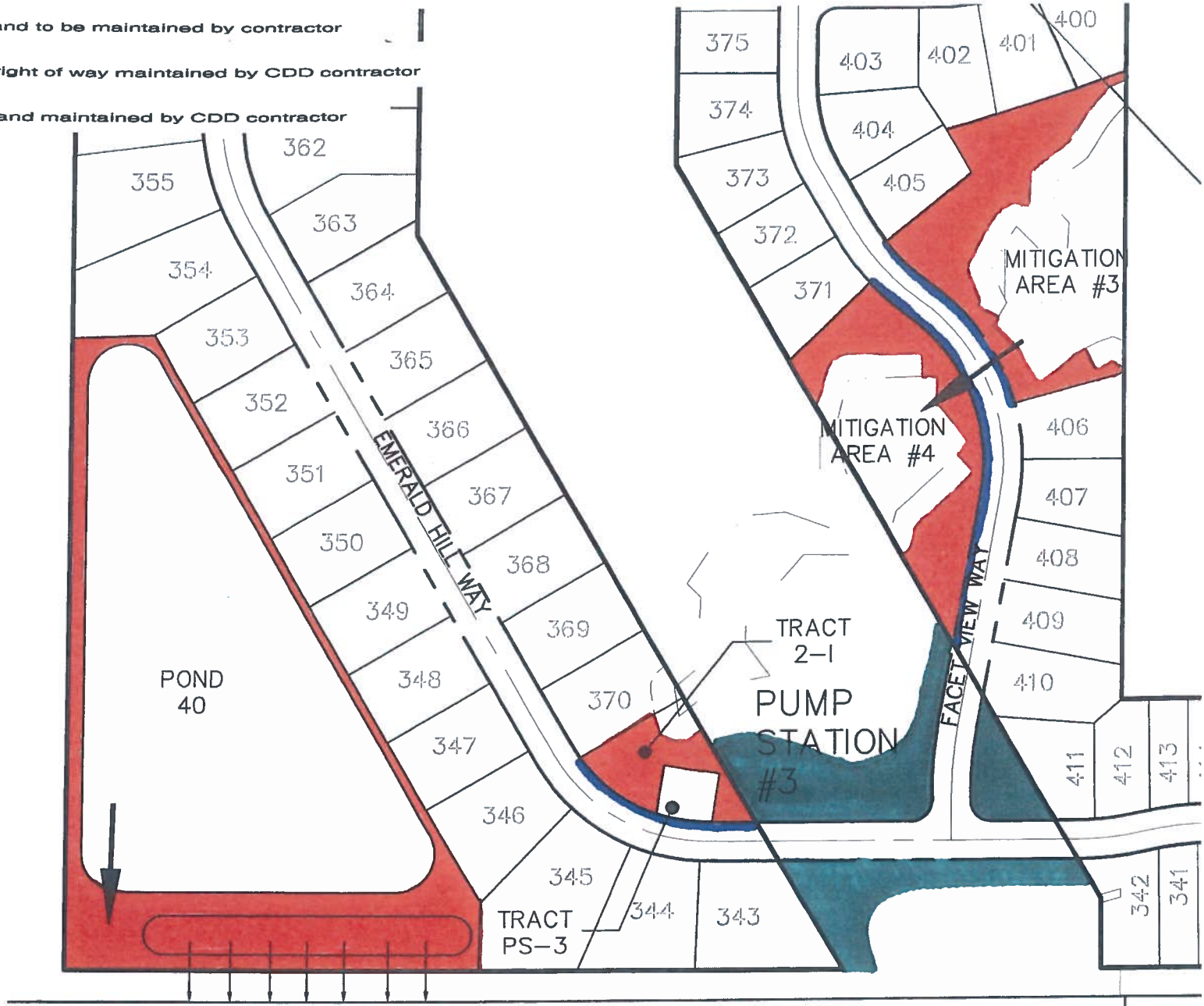


- CDD owned land to be maintained by contractor
- DHMA owned right of way maintained by CDD contractor

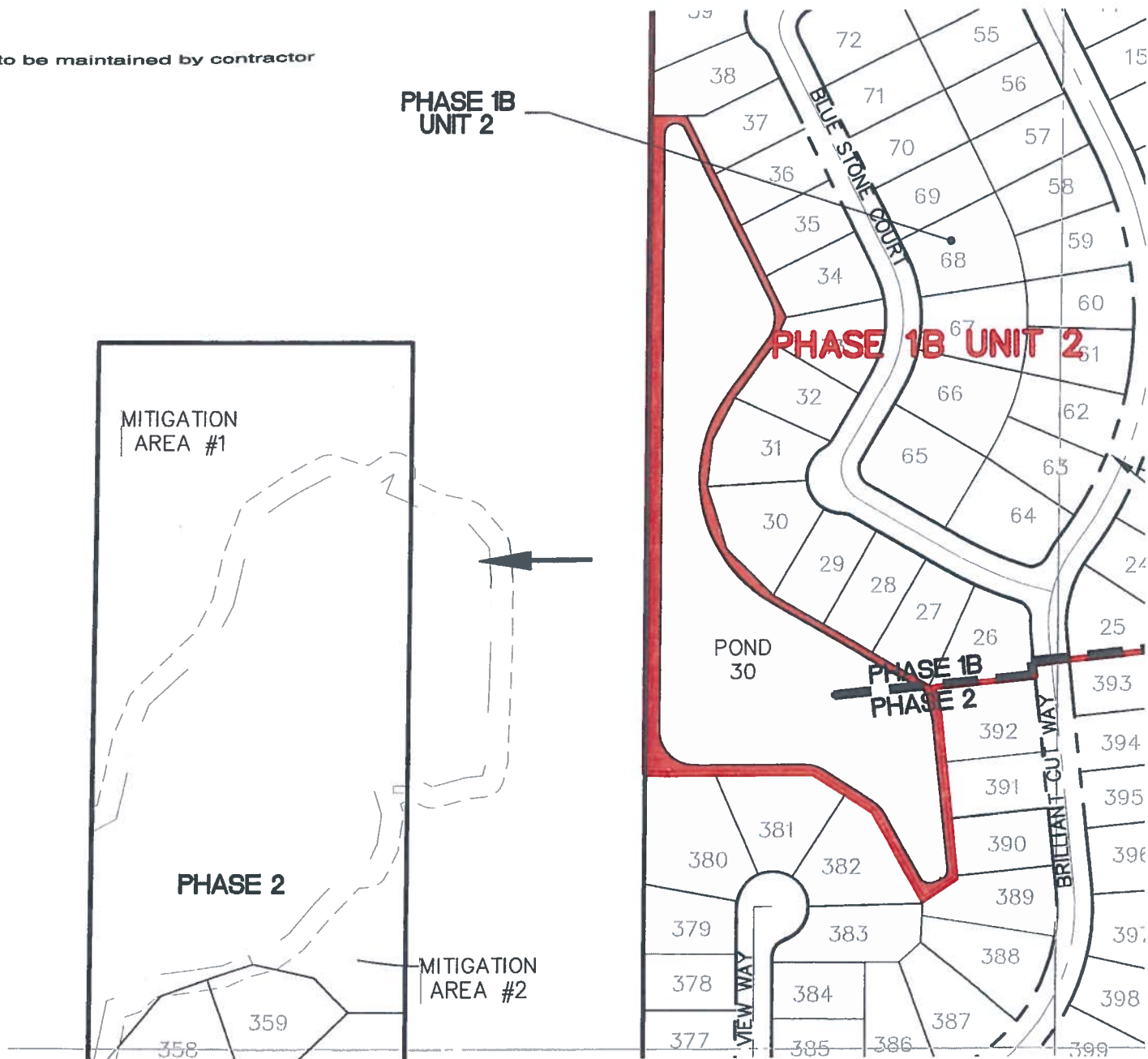
- CDD owned land to be maintained by contractor
- CDD/COMMON area to be mowed once a month Mar-1–Nov-1
- Nov-1–Mar-1 area to be mowed twice a month
- DHMA owned right of way maintained by CDD contractor



- CDD owned land to be maintained by contractor
- DHMA owned right of way maintained by CDD contractor
- TECO owned land maintained by CDD contractor



■ CDD owned land to be maintained by contractor





**Diamond Hill Community Development District**

**Evaluation Criteria for**

**Request for Proposals for Landscape Maintenance Services**

<b>1.</b>	<b>Location and Personnel</b>	<b>25 Points</b>
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Locations of the Proposer’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to manage the work; evaluation of existing work load; proposed staffing levels, etc.

<b>2</b>	<b>Experience and Available Equipment</b>	<b>20 Points</b>
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Past record and experience of the Proposer in similar projects; volume of work previously performed by the Proposer; past performance for other community developments districts in other contracts; character, integrity, reputation of Proposer, availability of equipment necessary for the project etc.

<b>3</b>	<b>Understanding of the RFP and Scope of Services</b>	<b>25 Points</b>
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Extent to which the proposal demonstrates an understanding of the District's needs for the services requested. Extent to which the proposal includes all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc. Extent to which the proposal is completed as directed. Extent to which the proposal demonstrates clearly the ability to perform these services.

<b>4</b>	<b>Price</b>	<b>30 Points</b>
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A full 30 points will automatically be awarded to the Proposer submitting the lowest “Total Bid Price”. All other Proposers will receive a percentage of this amount based upon a formula which divides the low bid by the Proposer’s bid and is then multiplied by the number of points possible in this part of the Price evaluation.

\*Proposer “A” turns in a bid of \$200,000 and is automatically deemed to be low bid and will receive the full 30 points. Proposer “B” turns in a bid of \$250,000. Bid “A” is divided by Bid “B” then multiplied by the number of points possible.  $(200,000/250,000) \times 30 = 24$ .

<b>Total Possible Points for Each Bidder’s Proposal</b>		<b>100 Points</b>
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**BID FORM**

<b>LANDSCAPE MAINTENANCE TASKS (SEE EXHIBIT "A")</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
TURF MAINTENANCE	\$ _____	\$ _____	\$ _____
ANNUALS, SHRUB AND GROUNDCOVER MAINTENANCE	\$ _____	\$ _____	\$ _____
TREE MAINTENANCE	\$ _____	\$ _____	\$ _____
GENERAL SITE MAINTENANCE: TRASH & DEBRIS DISPOSAL	\$ _____	\$ _____	\$ _____
IRRIGATION SYSTEM	\$ _____	\$ _____	\$ _____
<b>TOTAL YEARLY COST</b> .....	\$ _____	\$ _____	\$ _____
<b>PRO-RATED MONTHLY COST</b> .....	\$ _____	\$ _____	\$ _____

**LANDSCAPE MAINTENANCE TASKS (SEE EXHIBIT "A")**

MULCHING FOR TREE AND SHRUB/GROUNDCOVER BED AREAS (See Exhibit "A", Part 5, for coverage requirements) \_\_\_\_\_ CUBIC YARDS REQUIRED PER INSTALLATION/ONCE A YEAR x \$ \_\_\_\_\_ PER CUBIC YARD.

\_\_\_\_\_ CUBIC YARDS x \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_

If you disagree with \_\_\_\_\_ CUBIC YARDS how many total cubic yards do you propose \_\_\_\_\_.

**IRRIGATION RATE**

Hourly Rate \$ \_\_\_\_\_

**TRACTOR MOWING RATES**

Tractor Mowing Four Times per Year

Pond 40 Conservation; Areas Behind Emerald Hill Way; Behind Lift Station on Sydney Road. \$ \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AFFIDAVIT FOR SCRUTINIZED COMPANIES**  
**SECTION 287.135, FLORIDA STATUTES**  
Diamond Hill Community Development District

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

Name of Proposer: \_\_\_\_\_

Name of Authorized Signatory of Proposer: \_\_\_\_\_

Title of Authorized Signatory of Proposer: \_\_\_\_\_

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that: (1) I understand that a “scrutinized company” as defined in Section 287.135, Florida Statutes, would render us ineligible to bid on this project and (2) that we are not a “scrutinized company” and are eligible to bid on this project.

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Diamond Hill Community Development District for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of Proposals for this project.

\_\_\_\_\_  
Signature of Authorized Signatory of Proposer

\_\_\_\_\_  
Date

Sworn before me on \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

**AFFIDAVIT ON PUBLIC ENTITY CRIMES**  
**SECTION 287, FLORIDA STATUTES**  
Diamond Hill Community Development District

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

Name of Proposer: \_\_\_\_\_

Name of Authorized Signatory of Proposer: \_\_\_\_\_

Title of Authorized Signatory of Proposer: \_\_\_\_\_

1. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolocontendere.
3. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

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

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Diamond Hill Community Development District for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of Proposals for this project.

\_\_\_\_\_  
Signature of Authorized Signatory of Proposer

\_\_\_\_\_  
Date

Sworn before me on \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal