



# TUSCAWILLA LIGHTING AND BEAUTIFICATION DISTRICT ADVISORY COMMITTEE

REGULAR MEETING AGENDA

WEDNESDAY, JANUARY 15, 2020 AT 5:15 PM

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

## CALL TO ORDER

Roll Call

Invocation

Pledge of Allegiance

Approval of the Agenda

## REGULAR AGENDA – PART I

500. Election for Chairperson of the Tuscawilla Lighting and Beautification District Advisory Committee for Calendar Year 2020

501. Election for Vice-Chairperson of the Tuscawilla Lighting and Beautification District Advisory Committee for Calendar Year 2020

## AWARDS AND PRESENTATIONS

100. Not Used

## INFORMATIONAL AGENDA

200. Not Used

## PUBLIC INPUT

*Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.*

## CONSENT AGENDA

300. Approval of Minutes from the Wednesday, October 16, 2019 Tuscawilla Lighting and Beautification District Advisory Committee Regular Meeting

Attachments: [Minutes](#)

## **PUBLIC HEARINGS AGENDA**

400. Not Used

## **REGULAR AGENDA – PART II**

502. FY 2019-2020 YTD First Quarter Expenditure Report (12.31.19)

Attachments: [Expenditure Report 12.31.19](#)

503. Grounding Proposals and Landscape Updates

Attachments: [Newberg Proposal](#)  
[BrightView Proposal 1 \(07/10/2019\)](#)  
[BrightView Proposal 2 \(07/24/2019\)](#)  
[BrightView Proposal 3 \(07/24/2019\)](#)  
[Winter Springs Boulevard Median Plant List](#)

## **REPORTS**

### **PUBLIC INPUT**

*Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.*

### **ADJOURNMENT**

### **PUBLIC NOTICE**

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes*.

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based" - per Section 286.0105 *Florida Statutes*.

CITY OF WINTER SPRINGS, FLORIDA  
MINUTES  
**TUSCAWILLA LIGHTING AND BEAUTIFICATION  
DISTRICT ADVISORY COMMITTEE**  
REGULAR MEETING  
OCTOBER 16, 2019

## **CALL TO ORDER**

The Regular Meeting of Wednesday, October 16, 2019 of the Tuscawilla Lighting and Beautification District Advisory Committee was called to Order by Chairperson Tom Vagnini at 5:15 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

### **Roll Call:**

Chairperson Tom Vagnini, present  
Vice-Chairperson Elaine Johnson, present  
Committee Member Terri Bivona, present  
Committee Member Ellen Paul, present  
Committee Member Jesse Phillips, present  
Assistant to the City Clerk Christian Gowan, present  
Assistant to the City Clerk Tristin Motter, present

A moment of silence was followed by the Pledge of Allegiance.

Christian Gowan, Assistant to the City Clerk, addressed a change that was made to the agenda: "There is going to be one item added to the Agenda, it will be 502 and it will just be a discussion on landscaping."

## **AWARDS AND PRESENTATIONS**

**100. Not Used**

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## **INFORMATIONAL AGENDA**

**200. Not Used**

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## **PUBLIC INPUT**

*Chairperson Vagnini opened "Public Input".*

No one spoke.

*Chairperson Vagnini closed "Public Input".*

## **CONSENT**

### **300. Approval of Minutes from the Wednesday, July 24, 2019 (Rescheduled From July 17, 2019) Regular Meeting**

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**REGARDING THE JULY 24, 2019 TUSCAWILLA LIGHTING AND BEAUTIFICATION DISTRICT ADVISORY COMMITTEE MINUTES, "I WILL MAKE THE MOTION TO APPROVE THE MINUTES." MOTION BY COMMITTEE MEMBER ELAINE JOHNSON. SECONDED BY CHAIRPERSON TOM VAGNINI**

#### **VOTE:**

**COMMITTEE MEMBER BIVONA: AYE  
VICE-CHAIRPERSON JOHNSON: AYE  
COMMITTEE MEMBER PHILLIPS: AYE  
CHAIRPERSON VAGNINI: AYE  
COMMITTEE MEMBER PAUL: AYE  
MOTION CARRIED.**

## **PUBLIC HEARINGS AGENDA**

### **400. Not Used**

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## **REGULAR AGENDA**

### **500. FY 2018-2019 YTD Expenditure Detail (9.30.19 Unaudited) and FY2019-2020 Adopted Budget**

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Ms. Kelly Balagia, Director, Finance Department discussed the unaudited recap of the 2018-2019 Fiscal year expenditure details. Ms. Balagia shared that all expenses fell within budget and invited questions.

Comments followed on a repair and a water leak adjustment that occurred.

Ms. Balagia discussed the 2020 Fiscal year budgets; informing the Committee of the RFP (Request for Proposal) that had been posted for landscaping and that the Bids for the maintenance contracts would be closing soon.

In addition Ms. Casey Howard, Director, IT & Administrative Services informed the Committee that staff sent out an addendum to the RFP with date changes due to the Monday, October 28<sup>th</sup> City Commission meeting being cancelled and advised recommendations will be brought to the City Commission during the Monday, November 18<sup>th</sup> meeting.

### **501. Discuss Grounding of Irrigation Lines**

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Mr. Kevin Maddox, Landscape Manager, Urban Beautification Division, IT & Administrative Services Department addressed the lightning protection for the irrigation lines that the Committee had requested. Discussion ensued on criteria, warranties, and options on what various companies could potentially do.

A suggestion was made to have an electrical contractor review the possible contracts. Mr. Maddox responded, "Yes, that is something we can definitely look into. Running the - suggested by an electrical contractor and see what their thoughts on it are."

### **502. ADD-ON: Discussion on Landscaping**

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Discussion on landscaping, maintenance of lighting, and lighting options, specifically around the fountains and the flagpole.

Committee Members thanked Mr. Maddox for the work on the fountains.

*Mr. Jorge Ochoa, Account Manager, Brightview Landscape Service Inc., 4777 Old Winter Garden Road, Orlando, Florida* thanked the Committee for the opportunity to do business with the City.

## **PUBLIC INPUT**

*Chairperson Vagnini opened “Public Input”.*

No one spoke.

*Chairperson Vagnini closed “Public Input”.*

## **ADJOURNMENT**

Chairperson Vagnini adjourned the Regular Meeting at 5:42 p.m.

*RESPECTFULLY SUBMITTED:*

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TRISTIN MOTTER  
ASSISTANT TO THE CITY CLERK

NOTE: These Minutes were approved at the \_\_\_\_\_, 2020 Tuscowilla Lighting and Beautification District Advisory Committee Regular Meeting.

**TLBD Maintenance Fund**  
 Quarterly Meeting - January 15, 2020  
 Select Expense Accounts  
 FY2020 - YTD thru 12.31.19

Account	Vendor	Date	Amount	
<b>Fountains 545210-001</b>		<b>Budget</b>	<b>\$16,900.00</b>	
	FLORIDA WATER FEATURES INC	12/30/2019	2,613.20	Oct fountain maint, lamp replacement and installation of holiday lens, fill basin
		<b>YTD Expense Total</b>	<b>\$2,613.20</b>	
		<b>Encumbered</b>	<b>\$0.00</b>	
		<b>End Balance</b>	<b>\$14,286.80</b>	
<b>Grounds 545270</b>				
		<b>Budget</b>	<b>\$187,350.00</b>	
	BRIGHTVIEW	10/30/2019	4,204.73	WS Blvd repair 3" main line on median 14, tree pruning and irrigation maintenance
		12/06/2019	17,198.16	Oct, Nov maint, replacement of the decoders
		<b>YTD Expense Total</b>	<b>\$21,402.89</b>	
		<b>Encumbered</b>	<b>\$0.00</b>	
		<b>End Balance</b>	<b>\$165,947.11</b>	
<b>Signs/Walls 545270-004</b>				
		<b>Budget</b>	<b>\$500.00</b>	
		<b>YTD Expense Total</b>	<b>\$0.00</b>	
		<b>Encumbered</b>	<b>\$0.00</b>	
		<b>End Balance</b>	<b>\$500.00</b>	
<b>Contract Admin 530341</b>				
		<b>Budget</b>	<b>\$6,400.00</b>	
		<b>YTD Expense Total</b>	<b>\$0.00</b>	
		<b>Encumbered</b>	<b>\$6,000.30</b>	NBS Contract
		<b>End Balance</b>	<b>\$399.70</b>	
<b>Utilities 540430</b>				
	SEMINOLE COUNTY		<b>Budget</b>	<b>\$61,200.00</b>
	(Irrigation for Howell Creek/Deer Run)	10/23/2019	28.60	
		11/18/2019	28.60	
	CITY OF WINTER SPRINGS	10/11/2019	797.54	Seneca-Shetland-Dyson-Medians 21, 22, 23-Fountain
	(Irrigation)	10/31/2019	1237.41	Vistawilla/Planter L&R TLBD, Tuscora/434, WSB/Tuska, Tusk/Trotwood
		11/13/2019	1171.38	Seneca-Shetland-Dyson-Medians 21, 22, 23-Fountains
		11/20/2019	917.73	Vistawilla/Planter L&R TLBD, Tuscora/434, WSB/Tuska, Tusk/Trotwood
		12/11/2019	916.45	Seneca-Shetland-Dyson-Medians 21, 22, 23-Fountains
		12/23/2019	879.59	Vistawilla/Planter L&R TLBD, Tuscora/434, WSB/Tuska, Tusk/Trotwood
	DUKE ENERGY	10/25/2019	2,546.57	Low voltage entrance lighting-October
		12/11/2019	2,875.04	Low voltage entrance lighting-November
		12/17/2019	2,391.86	Low voltage entrance lighting-December
		<b>YTD Expense Total</b>	<b>\$13,790.77</b>	
		<b>Encumbered</b>	<b>\$0.00</b>	
		<b>End Balance</b>	<b>\$47,409.23</b>	
<b>Streetlights 540434</b>				
		<b>Budget</b>	<b>\$232,200.00</b>	
	DUKE ENERGY	10/25/2019	19,210.26	Streetlights-October
		12/11/2019	19,210.26	Streetlights-November
		12/17/2019	19,210.26	Streetlights-December
		<b>YTD Expense Total</b>	<b>\$57,630.78</b>	
		<b>Encumbered</b>	<b>\$0.00</b>	
		<b>End Balance</b>	<b>\$174,569.22</b>	



# Price Quotation

3336 36TH.AVE N. ♦ ST. PETERSBURG, FL 33713  
ST. PETERSBURG (727) 521-6620 ♦ FAX (727) 521-0230  
Web Site [www.irrigationnet.com](http://www.irrigationnet.com)

DATE: 10-16-2019  
PROJECT: WINTER SPRINGS BOULEVARD  
**2-WIRE RE-GROUNDING &  
SPLICING**

PLANS DATED: N/A SPECIFICATIONS:

SHEETS: ADDENDA NOTED: #  
DESIGNED BY: SCALE:

Newberg Irrigation, Inc. proposes to provide all materials, labor, and equipment necessary to install the irrigation system for the project referenced above. The products will be as specified and/or detailed in the approved plans.

**IRRIGATION SYSTEM PROPOSAL** ..... **\$ 35,810.00**

NOTES **INCLUDES:**  
LOCATE EXISTING 2-WIRE PATH, DECODERS, CONTROL VALVES & SPLICE BOXES.  
NEW GROUNDING EVERY 1000' OR LESS ALONG THE 2-WIRE PATH LOCATED ON  
THE NORTH SIDE OF WINTER SPRINGS BLVD WITH HUNTER INLINE SURGE  
SUPPRESSORS & ANY DEAD-END WIRE PATH DECODER ALL WITH COPPER GLAD  
GROUND RODS, 6 AWG BARE COPPER WIRE & CLAMPS OR CAD-WELD.  
REPLACING ALL EXISTING DECODER SPLICES & CONTROL VALVE SPLICES.

NOTES ALL DECODERS TO BE EXISTING (ICD-100, 200, 400 OR 600 SERIES)  
NOTES IT IS ASSUMED ALL EXISTING 2-WIRE IS INSTALLED IN EXISTING CONDUIT.

- ALL GROUNDING TO MANUFACTURES SPECIFICATIONS.
- Sleeves not included. Price based on plans dated 2-9-10 IR-1 Thru ID-13
- Redline As-Built not provided.
- All Inline Surge Suppressors and Ground Rods to be Installed in New Boxes. All Splice Kits to be 3M DBRY-6.
- Main Line not included.
- Lateral piping not included.
- ALL Electrical distribution & connections, 120 V or higher, by OTHERS. Irrigation Contractor will only coordinate connections to controllers, at plan locations, to existing fused power supplies.
- All Taps, Backflows, Master Valves, Cla-Val, Meters, Reuse Meters & Meter Assembly Devices by Others.
- Landscape, Hardscape and Sod repairs by OTHERS.
- 2-Wire Decoder Cable to be Existing. Installation of New 2-Wire will be at an Additional cost.
- No Core Drilling performed.
- No Jack & Bore or Cut & Patch included.
- No Traffic Control Provided.
- No ROW Permit provided.
- ALL other Permits by OTHERS.
- Layout & Survey by OTHERS.
- Landscape Architect/Landscape Contractor shall be responsible for the layout of ALL landscape beds, prior to irrigation system layout, to facilitate installation.

*Proposal shall remain valid for a 30 day period from published date hereon*



Thank you for the opportunity to submit this proposal.

H. Joel Newberg  
joel\_newberg@irrigationnet.com

## Proposal for Extra Work at Tuscawilla Lighting and Beauti

Property Name	Tuscawilla Lighting and Beauti	Contact	Kevin Maddox
Property Address	District Maintenance Winter Springs & Tuskawilla Road Winter Springs , FL 32708	To	Winter Springs City of
		Billing Address	Urban Beautification Manager 1126 East State Rd 434 Winter Springs , FL 32708

Project Name            Tuscawilla

Project Description    Install grounding plates and rods on the main blvd for the Hunter 2 wire system.

### Scope of Work

Details for installing the grounding for the 2 wire system on the main blvd.

Controller- 1 grounding rod, 1 grounding plate

Island 1 and 23 there will be 1 grounding plate at each end total of 2.

Islands 3,5,7,9,11,13,15,17,19, and 21 will have 1 grounding rod each.

There will be a 10" round box for each grounding rod.

Each grounding plate gets 2 bags of 50lb power sets total of 6.

Total grounding plates 3

Total grounding rods 11

Total 10' round boxes 11

We will be using machinery to help install the grounding rods.

Labor 2 techs total of 25 hours.

If approved we will need to call in locates.

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Materials 11 Grounding rods, 3 grounding plates, 11 10" round boxes, 6 power set 50lb bags, misc parts.	\$3,853.00	\$3,853.00
1.00	EACH	Machinery to do the work.	\$600.00	\$600.00
1.00	EACH	Labor	\$2,250.00	\$2,250.00

For internal use only

SO#                    6944905  
JOB#                 460400196  
Service Line        150

**Total Price**                    \$6,703.00

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
4777 Old Winter Garden Road, Orlando, FL 32811 ph. (407) 292-9600 fax (407) 291-4966

# TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

**Acceptance of this Contract**

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

**Customer**

**Landscape Manager**

Signature	Title
<b>Kevin Maddox</b>	<b>July 10, 2019</b>
Printed Name	Date

**BrightView Landscape Services, Inc. "BrightView"**  
**Manager, Irrigation**

Signature	Title
<b>Eric Javier Cedeno</b>	<b>July 10, 2019</b>
Printed Name	Date

**Job #: 460400196**      Proposed Price: **\$6,703.00**  
**SO # 6944905**

## Proposal for Extra Work at Tuscawilla Lighting and Beauti

Property Name	Tuscawilla Lighting and Beauti	Contact	Kevin Maddox
Property Address	District Maintenance Winter Springs & Tuskawilla Road Winter Springs , FL 32708	To	Winter Springs City of
		Billing Address	Urban Beautification Manager 1126 East State Rd 434 Winter Springs , FL 32708

Project Name            Tuscawilla

Project Description    Install grounding plates and rods on the main blvd for the Hunter 2 wire system.

### Scope of Work

Details for installing the grounding for the 2 wire system on the main blvd.

Controller- 1 grounding rod, 1 grounding plate

Island 1 and 23 there will be 1 grounding plate at each end total of 2.

Islands 3,5,7,9,11,13,15,17,19, and 21 will have 1 grounding rod each.

There will be a 10" round box for each grounding rod.

Each grounding plate gets 2 bags of 50lb power sets total of 6.

Install 3 way 2 wire splitters out in the field.

Total grounding plates 3

Total grounding rods 11

Total 10' round boxes 11

Total 2 wire splitters 27

We will be using machinery to help install the grounding rods.

Labor 2 techs total of 33 hours.

If approved we will need to call in locates.

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Materials 11 Grounding rods, 3 grounding plates, 11 10" round boxes, 6 power set 50lb bags, misc parts.	\$3,853.00	\$3,853.00
1.00	EACH	Machinery to do the work.	\$600.00	\$600.00
27.00	EACH	Install a 3 way splitter on the 2 wire path before each island with DBY connectors.	\$284.37	\$7,678.00
33.00	EACH	Labor to install all grounding.	\$110.00	\$3,630.00

**THIS IS NOT AN INVOICE**

## Proposal for Extra Work at Tusawilla Lighting and Beauti

For internal use only

**SO#** 6988111  
**JOB#** 460400196  
**Service Line** 150

**Total Price** \$15,761.00

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
4777 Old Winter Garden Road, Orlando, FL 32811 ph. (407) 292-9600 fax (407) 291-4966

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

### Customer

Landscape Manager

Signature	Title
Kevin Maddox	July 24, 2019
Printed Name	Date

### BrightView Landscape Services, Inc. "BrightView"

Manager, Irrigation

Signature	Title
Eric Javier Cedeno	July 24, 2019
Printed Name	Date

Job #:	460400196	Proposed Price: \$15,761.00
SO #	6988111	



## Proposal for Extra Work at Tuscawilla Lighting and Beauti

Property Name	Tuscawilla Lighting and Beauti	Contact	Kevin Maddox
Property Address	District Maintenance Winter Springs & Tuskawilla Road Winter Springs , FL 32708	To	Winter Springs City of
		Billing Address	Urban Beautification Manager 1126 East State Rd 434 Winter Springs , FL 32708

Project Name            Tuscawilla

Project Description    Install grounding plates and rods on the main blvd for the Hunter 2 wire system.

### Scope of Work

Details for installing the grounding for the 2 wire system on the main blvd.

Controller- 1 grounding rod, 1 grounding plate

Island 1 and 23 there will be 1 grounding plate at each end total of 2.

Islands 2 through 22 will have 1 grounding rod each.

There will be a 10" round box for each grounding rod.

Each grounding plate gets 2 bags of 50lb power sets total of 6.

Install 3 way 2 wire splitters out in the field.

Total grounding plates 3

Total grounding rods 21

Total 10' round boxes 21

Total 2 wire splitters 27

We will be using machinery to help install the grounding rods.

Labor 2 techs total of 55 hours.

If approved we will need to call in locates.

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Materials 22 Grounding rods, 3 grounding plates, 22 10" round boxes, 6 power set 50lb bags, misc parts.	\$4,938.00	\$4,938.00
1.00	EACH	Machinery to do the work.	\$600.00	\$600.00
27.00	EACH	Install a 3 way splitter on the 2 wire path before each island with DBY connectors.	\$284.37	\$7,678.00
55.00	EACH	Labor to install all grounding.	\$110.00	\$6,050.00

**THIS IS NOT AN INVOICE**

## Proposal for Extra Work at Tusawilla Lighting and Beauti

For internal use only

**SO#** 6988198  
**JOB#** 460400196  
**Service Line** 150

**Total Price** \$19,266.00

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
4777 Old Winter Garden Road, Orlando, FL 32811 ph. (407) 292-9600 fax (407) 291-4966



## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
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### Customer

<b>Landscape Manager</b>	
Signature	Title
Kevin Maddox	July 24, 2019
Printed Name	Date
<b>BrightView Landscape Services, Inc. "BrightView"</b>	
<b>Manager, Irrigation</b>	
Signature	Title
Eric Javier Cedeno	July 24, 2019
Printed Name	Date

Job #: 460400196      Proposed Price: \$19,266.00  
 SO # 6988198

## WINTER SPRINGS BOULEVARD MEDIAN PLANT LIST

**Median #1** – Liriope, Croton “Petra”, Jasmine Minima, Walters Viburnum, Society Garlic, Variegated Shell Ginger, Hawaiian Ti, Green Ligustrum “Shrub form”, Arboricola “Trinette”, Thryallis, Holly “Burford”, Plumbago “Imperial Blue”, Viburnum Suspensum, Crinum Lily, Coontie Palm

**Median #2** – Flax Lily, Agapanthus, Jasmine Minima, Holly “Burford”, Crinum Lily, Green Ligustrum “Shrub form”, Viburnum Suspensum, Coontie Palm, Arboricola “Trinette”, Hawaiian Ti, Thryallis, Duranta “Gold Mound”

**Median #3** – Green Ligustrum “Shrub form”, Jasmine Minima, Ilex Schilling, Viburnum Suspensum, Liriope

**Median #4** – Jasmine Minima, Viburnum Suspensum, Agapanthus, Liriope, Coontie Palm, Arboricola “Trinette”

**Median #5** – Agapanthus, Holly “Burford”, Flax Lily, Liriope, Muhly Grass, Crinum Lily, Boston Fern, Hawaiian Ti, Cast Iron Plant, Viburnum Suspensum

**Median #6** – Jasmine Minima, Variegated Shell Ginger, Hawaiian Ti, Copperleaf, Liriope, Arboricola “Trinette”, Thryallis, Plumbago “White”, Coontie Palm, Agapanthus

**Median #7** – Variegated Shell Ginger, Viburnum Suspensum, Hawaiian Ti, Liriope, Muhly Grass

**Median #8** – Liriope, Muhly Grass, Hawaiian Ti, Variegated Shell Ginger, Viburnum Suspensum, Holly “burford”, Crinum Lily

**Median #9** – Jasmine Minima, Viburnum Suspensum, Flax Lily

**Median #10** – Arboricola “Trinette”, Ligustrum “Jack Frost”, Viburnum Suspensum, Liriope, Azalea, Jasmine Minima

**Median #11** – Liriope, Jasmine Minima, Crinum Lily, Boston Fern, Holly “Burford”, Hawaiian Ti, Agapanthus, Palmetto “Silver saw”, Ligustrum “Jack Frost”, Viburnum Suspensum, Ilex Schilling

## WINTER SPRINGS BOULEVARD MEDIAN PLANT LIST

**Median #12** – Jasmine Minima, Liriope, Viburnum Suspensum

**Median #13** – Viburnum Suspensum, Thryallis, Fakahatchee “Dwarf”, Green Ligustrum “Shrub form”, Firebush, Arboricola “Trinette”, Jasmine Minima

**Median #14** – Jasmine Minima, Arboricola “Trinette”, Green Pittosporum, Viburnum Suspensum, Flax Lily, Crinum Lily, Azalea, Thryallis, Society Garlic, Green Ligustrum “Shrub form”, Ligustrum “Jack Frost”, Liriope

**Median #15** – Jasmine Minima, Liriope, Thryallis, Coontie Palm, Flax Lily, Podocarpus, Viburnum Suspensum, Holly “Burford”, Azalea, Arboricola “Trinette”, Hawaiian Ti, Cast Iron Plant, Green Ligustrum “Shrub Form”, Variegated Shell Ginger

**Median #16** – Jasmine Minima, Variegated Shell Ginger, Green Ligustrum “Shrub Form”, Coontie Palm, Crinum Lily, Walters Viburnum, Ligustrum “Jack Frost”, Lantana “Yellow”

**Median #17** – Jasmine Minima, Liriope, Arboricola “Trinette”, Firebush, Thryallis, Podocarpus, Flax Lily, Azalea, Gardenia, Variegated Shell Ginger, Ilex Schilling

**Median #18** – Liriope, Firebush, Ilex Schilling, Green Pittosporum, Arboricola “Trinette”, Plumbago “White”, Jasmine Minima, Holly “Burford”, Flax Lily

**Median #19** – Jasmine Minima, Ligustrum “Jack Frost”, Green Pittosporum, Flax Lily, Ilex Schilling

**Median #20** – Jasmine Minima, Arboricola “Trinette”, Firebush, Holly “Burford”, Green Pittosporum

**Median #21** – Flax Lily, Ilex Schilling, Arboricola “Trinette”, Plumbago “Imperial Blue”

**Median #22** – Flax Lily, Firebush, Ilex Schilling, Arboricola “Trinette”, Green Ligustrum “Shrub Form”, Jasmine Minima, Walters Viburnum

**Median #23** – Flax Lily, Ilex Schilling, Arboricola “Trinette”, Viburnum Suspensum, Firebush