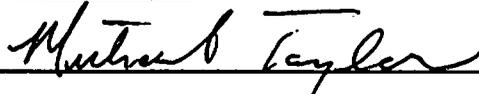


**PART 4  
PROPOSALS DOCUMENTS  
PROPOSALS COVER PAGE**

<b>Name of Firm, Entity or Organization: PROscape, Inc.</b>
<b>Federal Employer Identification Number (FEIN): 593321322</b>
<b>State of Florida License Number (If Applicable):</b>
<b>Name of Contact Person: Mike Taylor</b>
<b>Title: Branch Manger</b>
<b>E-Mail Address: mtaylor@proscape.biz</b>
<b>Mailing Address: 12110 SE Hwy 441</b>
<b>Street Address (if different):</b>
<b>City, State, Zip: Belleview, Fl. 34420</b>
<b>Telephone: 352-245-5800                      Fax: 352-245-4222</b>
<b>Organizational Structure – Please Check One:</b>
<b>Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/></b>
<b>If Corporation:</b>
<b>Date of Incorporation: June 1995                      State of Incorporation: Florida</b>
<b>States Registered in as Foreign Corporation:</b>
<b>Authorized Signature:</b>
<b>Print Name: <u>Mike Taylor</u></b>
<b>Signature: <u></u></b>
<b>Title: <u>Branch Manger</u></b>
<b>Phone: <u>352-245-5800</u></b>
<b><i>This document must be completed and returned with your Submittal.</i></b>

## PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners  7375 Powell Road Wildwood, Florida, 34785 Phone 352-689-4400 Fax 352-689-4401		SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS  REQUEST FOR PROPOSALS (RFP) CERTIFICATION  AND ADDENDA ACKNOWLEDGMENT		
<b>DUE DATE: July 22, 2011</b>	<b>DUE TIME: 10:00 am</b>	<b>RFP # 012-0-2011/AT</b>		
<b>TITLE: Sumter County Mowing &amp; Landscape Services</b>				
<b>VENDOR NAME:</b> PROscape, Inc.		<b>PHONE NUMBER:</b> 352-245-5800		
<b>VENDOR MAILING ADDRESS:</b> 12110 SE Hwy 441		<b>FAX NUMBER:</b> 352-245-4222		
<b>CITY/STATE/ZIP:</b> Belleview, Fl. 34420		<b>E-MAIL ADDRESS:</b> mtaylor@proscape.biz		
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>				
<u>                    </u> Addendum #	<u>                    </u> Addendum #	<u>                    </u> Addendum #	<u>                    </u> Addendum #	<u>                    </u> Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>				
Mike Taylor, Branch Manager Authorized Agent Name, Title (Print)		 Authorized Signature		7/20/11 Date
<b><i>This form must be completed and returned with your Submittal</i></b>				

**PROPOSALS FORM FOR  
BOARD OF SUMTER COUNTY COMMISSIONERS**



Name of Firm Submitting Qualifications PROscape, Inc.

Name of Person Submitting Qualifications Mike Taylor

**PROPOSER ACKNOWLEDGMENT**

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the Board of Sumter County Commissioners, to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

---

**CONSULTANT'S FEE SCHEDULE MUST BE ATTACHED TO THIS PROPOSAL**

---

Michael Taylor  
Signature

7/20/11  
Date

[  ] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

***This document must be completed and returned with your Submittal***

## **FEE SCHEDULE**

### **Sumter County Mowing & Landscape Maintenance Services**

**RFP #012-0-2011/AT**

**Submitted by: PROscape, Inc**

**The total lump sum price for Part 5 "Scope of Services" pages 22 through 28 of the RFP#012-0-2011/AT and Exhibit 1, Scope of Work Section 2 and Exhibit 2 pages 28 through 31 is:**

**\$55,380.00 per year @ 12 equal monthly installments of  
\$4,615.00**

## STATEMENT OF TERMS AND CONDITIONS

**PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

**PROHIBITION OF LOBBYING:** During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Financial Services Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Financial Services Manager.

**ANTI TRUST LAWS:** By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

**CONFLICT OF INTEREST:** The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

**INTERPRETATION, CLARIFICATIONS AND ADDENDA:** No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Financial Services Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

**GOVERNING LAWS AND REGULATIONS:** The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

**PROPRIETARY/CONFIDENTIAL INFORMATION:** Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Financial Services Manager at (352) 793-0200. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

**TAXES:** The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

**NON-COLLUSION DECLARATION:** By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

**PROPOSER RESPONSIBILITY:** Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at [www.DemandStar.com](http://www.DemandStar.com) [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

**OWNERSHIP OF SUBMITTALS:** All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

**EXAMINATION OF BID DOCUMENTS:** Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

**VENDOR RESPONSIBILITY:** Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Financial Services Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

**DRUG FREE WORKPLACE:** All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

**BOARD OF SUMTER COUNTY COMMISSIONERS,** are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

**PUBLIC RECORDS LAW:** Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

**VERIFICATION OF TIME:** Nextel time is hereby established as the Official Time of the Boards.

**PREPARATION OF PROPOSALS/BIDS:**

**Signature of the Bidder:** The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as \_\_\_\_\_" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

**Basis for Bidding:** The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

**Total Proposed Price/Total Contract Sum Proposed:** If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

**TABULATION:** Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

**OBLIGATION OF WINNING BIDDER:** The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

**AWARD OF BID:** It is the Boards' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

**ADDITIONAL REQUIREMENTS:** The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

**PREPARATION COSTS:** The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

**TIMELINESS:** All work will commence upon authorization from the Boards' representative (Financial Services Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

**DELIVERY:** All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

**ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):**

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

**PLANS, FORMS & SPECIFICATIONS:** Bid Packages are available from the Financial Services Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

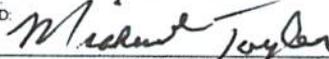
**MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Financial Services Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Financial Services Manager, or designated representative.

**QUANTITIES:** The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

**SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

**DOCUMENT RE-CREATION:** Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

  
(Signature and Date)

***This document must be completed and returned with your Submittal***  
**REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM**

Owner / Business Name: Spruce Creek Golf and Country Club		
Project Location / Address: 13601 Del Webb Blvd		
City: Summerfield	State: Florida	Zip Code: 34491
Point of Contact: Sean Casey	Dates of Work: 2007 to Present	
Phone Number: 352-307-0696	Fax Number: 352-307-0695	
E-mail Address: <a href="mailto:scasey@lelandmanagement.com">scasey@lelandmanagement.com</a>		
Project Name: Spruce Creek Golf and Country Club		
Brief Description of Project: Landscape management of all common areas, entranceways, clubhouse, amenity center, ball field, retention areas and boulevards.		

Owner / Business Name: Solivita H.O.A.		
Project Location / Address: 395 Village Drive		
City: Poinciana	State: Florida	Zip Code: 34759
Point of Contact: John Corners	Dates of Work: 2000 to Present	
Phone Number: 863-427-7120	Fax Number: 863-427-7139	
E-mail Address: <a href="mailto:john_corners@avatarholdings.com">john_corners@avatarholdings.com</a>		
Project Name: Solivita Homeowners Association		
Brief Description of Project: Landscape management of all common areas, entranceways, town center, multiple amenity centers, pool areas, retention areas and boulevards.		

Owner / Business Name: Stonecrest POA		
Project Location / Address: 11050 SE 176 <sup>th</sup> Place Road		
City: Summerfield	State: Florida	Zip Code: 34491
Point of Contact: Janet Colacone	Dates of Work: 2009 to Present	
Phone Number: 352-620-0101	Fax Number: 352-620-0465	
E-mail Address: <a href="mailto:jcolacone@lelandmanagement.com">jcolacone@lelandmanagement.com</a>		
Project Name: Stonecrest POA		
Brief Description of Project: Landscape management of all common areas, entranceways, clubhouse, multiple pool areas and ball field.		

***This document must be completed and returned with your Submittal***

**CONTRACTOR'S AFFIDAVIT**

State of Florida  
County of Orange

Before me personally appeared MIKE TAYLOR who is (title) BRANCH MANAGER of (the company described herein) PROSCAPE, Inc. being duly sworn, deposes and says that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

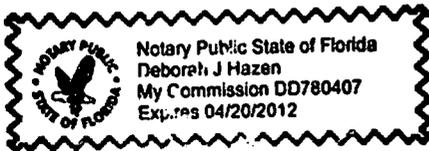
Personally Known  or Produced Identification \_\_\_\_\_

Sworn to and subscribed before me this 20<sup>th</sup> day of July, 2011

  
NOTARY PUBLIC - STATE OF FLORIDA  
(Signature of Notary Public)

Deborah J. Hazen  
(Print Name of Notary Public)

(seal)



***This document must be completed and returned with your Submittal***

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

PROscape, Inc.  
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Michael Taylor  
Authorized Signature

7/20/11  
Date Signed

State of: Florida

County of: Orange

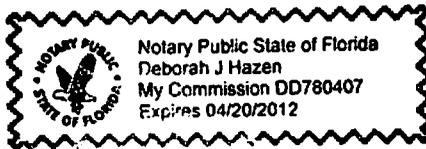
Sworn to and subscribed before me this 20 day of July, 2011

Personally known  or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

Deborah J Hazen  
Signature of Notary

My Commission Expires 4/20/12

(seal)



***This document must be completed and returned with your Submittal***

**CONTRACT  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**(Sample agreement only. County reserves the right to alter this agreement based on final RFP results and/or any negotiations with proposed Consultant.)**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and **PROscape, Inc** (hereafter referred to as "Consultant"), whose address is 12110 SE Hwy 441, Belleview, Fl. 34420.

**RECITALS**

**WHEREAS**, the Board has need of professional services for **SUMTER COUNTY MOWING & LANDSCAPE MAINTENANCE SERVICES**; and

**WHEREAS**, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFP # 012-0-2011/AT – Request for Proposals for **SUMTER COUNTY MOWING & LANDSCAPE MAINTENANCE SERVICES**;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the Board will be that of a professional consultant and the Consultant will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Consultant's profession, and Consultant will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the **SUMTER COUNTY MOWING & LANDSCAPE MAINTENANCE SERVICES Consultant**, and will work with the Board to provide said services in accordance with the scope of work outlined in RFP # 012-0-2011/AT.
3. Consultant agrees to prepare and complete a report to the Board, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Consultant may be asked to present the deliverables in person for review by staff or for discussion at a scheduled Board meeting.
4. The term of this Agreement shall commence on the day and year as shown above and continue in full force through \_\_\_\_\_, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Consultant shall be authorized to receive payment for all work performed up to the date of termination.

up to the date of termination.

6. With regard to compensation paid to Consultant, Consultant shall furnish to the Board on a monthly basis an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the Board during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. **General Considerations.**

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the Board upon request and shall be considered public records.
- c. Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).
- d. Consultant shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 012-0-2011/AT, naming Board as an additional insured in each such policy.
- f. Upon Consultant's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Board mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The Board and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Board which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The consultant shall be available to represent the Board, serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between Board and Consultant

and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. Vendor's Proposal Documents
- c. Permits / Licenses
- d. All Proposals Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued

10. Consultant does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

11. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Consultant shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Consultant does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Consultant hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

FOR THE CONSULTANT

Name: \_\_\_\_\_ Name: Mike Taylor \_\_\_\_\_

Address: \_\_\_\_\_ Address: 12110 SE Hwy 441, Belleview, FL 34420 \_\_\_\_\_

Title: \_\_\_\_\_ Title: Branch Manager \_\_\_\_\_

Date: \_\_\_\_\_ Date: July 18, 2011 \_\_\_\_\_

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

ATTEST:

SUMTER COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

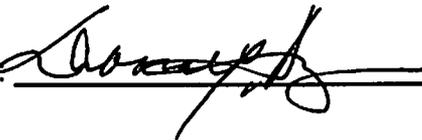
\_\_\_\_\_

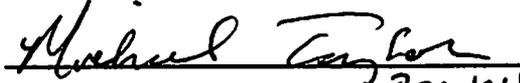
By: \_\_\_\_\_, Chairman

Date Signed: \_\_\_\_\_

ATTEST:

Consultant

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

 \_\_\_\_\_

By: MIKE TAYLOR <sup>BRANCH</sup> MANAGER

Date Signed: 7/20/11



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Dawn Knight, CIC, CRM	
Kuykendall Gardner		<b>PHONE (A/C, No. Ext):</b> (407) 894-5431	<b>FAX (A/C, No):</b> (407) 629-6378
1560 Orange Ave Ste 750		<b>E-MAIL ADDRESS:</b> dknight@kgbroker.com	
Winter Park FL 32789		<b>PRODUCER CUSTOMER ID #:</b> 00002869	
<b>INSURED</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
PROscape Holdings, LLC dba PROscape, Inc.		<b>INSURER A:</b> Westfield Insurance Co	<b>NAIC #</b> 24112
LawnWorx, Inc.		<b>INSURER B:</b> Rockhill Ins Co	
285 E Oak Ridge Road		<b>INSURER C:</b>	
Orlando FL 32806-7449		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 11-12 MASTER**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	CMM3124993	5/1/2011	5/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		CMM3124993	5/1/2011	5/1/2012		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	BODILY INJURY (Per person) \$					
	<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident) \$					
	<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident) \$					
	<input checked="" type="checkbox"/> HIRED AUTOS	\$					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$					
	<input checked="" type="checkbox"/> Hired Car Physical Damage					\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CMM3124993	5/1/2011	5/1/2012		EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X				WC STATUTORY LIMITS \$
			N/A				OTH-ER \$
							E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$
B	Pollution Liability		RPKGE00251001 Contractors	5/1/2011	5/1/2012		Each Occurrence 500,000
	LawnWorx, Inc.		Pollution Liability				Aggregate 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Sumter County Board of County Commissioners are reflected as additional insured including completed operations as respects general liability and umbrella liability, if required by written contract, for work performed by or on behalf of the named insured. Sumter County Board of County Commissioners are reflected as additional insured as respects general liability and umbrella liability on a primary and non-contributory basis, if required by written contract, for

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Sumter County Board of County Commissioners Risk Management Dept. 7375 Powell Rd. Attn: Lisa Hart Wildwood, FL 34785	AUTHORIZED REPRESENTATIVE
	Jeff Junod/DMK <i>Jeffrey R. Junod</i>

## COMMENTS/REMARKS

work performed by or on behalf of the named insured. Waiver of subrogation on all policies applies in favor of Sumter Couty Board of County Commissioners if required by written contract.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
7/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>	Commercial Lines – (407) 481-1613	<b>CONTACT NAME:</b>	
	Wells Fargo Insurance Services USA, Inc.	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	800 N. Magnolia Ave., Suite 106 - FL 2841	<b>E-MAIL ADDRESS:</b>	
	Orlando, FL 32803	<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Zenith Insurance Company	<b>NAIC #</b> 13269
<b>INSURED</b>	Proscap Holdings, Inc.	<b>INSURER B:</b>	
	285 E. Oak Ridge Rd	<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
	Orlando FL 32809	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 3029578

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						<b>EACH OCCURRENCE</b> \$ <b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ <b>MED EXP (Any one person)</b> \$ <b>PERSONAL &amp; ADV INJURY</b> \$ <b>GENERAL AGGREGATE</b> \$ <b>PRODUCTS - COMP/OP AGG</b> \$ \$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$ <b>BODILY INJURY (Per person)</b> \$ <b>BODILY INJURY (Per accident)</b> \$ <b>PROPERTY DAMAGE (Per accident)</b> \$ \$	
	<b>AUTOMOBILE LIABILITY</b>						<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						<b>EACH OCCURRENCE</b> \$ <b>AGGREGATE</b> \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Z070835101	8/22/2010	8/22/2011	X	<b>WC STATU-TORY LIMITS</b>   <b>OTH-ER</b> <b>E.L. EACH ACCIDENT</b> \$ 1,000,000 <b>E.L. DISEASE - EA EMPLOYEE</b> \$ 1,000,000 <b>E.L. DISEASE - POLICY LIMIT</b> \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Coverage

**CERTIFICATE HOLDER**

Sumter County Board of County Commissioners  
 Risk Management Department  
 Attn: Lita Hart  
 7375 Powell Road  
 Wildwood, FL 34785

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# **PROscape Vehicles and Equipment**

## **Trucks and Vans:**

39	½ ton trucks
48	¾ ton trucks
2	1 ton trucks
9	dual wheel dump trucks
7	ranger trucks
3	½ ton Irrigation Vans
10	¾ ton Irrigation Vans
2	1 ton Irrigation Vans
4	1 ton cargo vans with/2 water tanks (100 gallon and 50 gallon)
3	1 ton flatbed trucks with a 300 gallon water tanks
5	Chevy SUV's
4	corporate vehicles

## **Equipment:**

3	single axle 5' x 8' utility trailers
10	single axle 6' x 10' utility trailers
1	double axle 6' x 10' trailer with a 500 gallon water tank
9	single axle 6' x 12' utility trailers
6	double axle 6.5' x 14' utility trailers
27	double axle 6.5' x 16' utility trailers
8	double axle 6.5' x 18' utility trailers
16	double axle 6.5' x 20' heavy duty utility trailers
2	double axle 6.5' x 22' heavy duty utility trailers

14	Seventy-two inch commercial mowers
78	Sixty inch commercial mowers
32	Fifty-two inch commercial mowers
12	Thirty-six inch commercial mowers
6	Thirty-four inch commercial mowers

8 Heavy Duty tractors with rotary mower decks

3 Skid Steer Loaders

2 Front End Loaders with buckets, forks, rakes, tree booms

24 Utility Vehicles

452 Pieces of 2-Cycle equipment including stick edgers, string trimmers, hedge shears, chain saws, back pack blowers and hand held blowers.

## **Shop Facilities:**

Ten full time mechanics and two part time mechanics operate three complete shop facilities (Orlando, Kissimmee, Ocala, South Florida) and one partial shop facility (Palm Coast). PROscape mechanics are responsible for all preventative maintenance, repairs, blade sharpening, lubing, fueling and pressure washing of all mowing equipment. PROscape mechanics are also responsible for all preventative maintenance, repairs, blade sharpening, chain sharpening, pressure washing and gas mixing for all two cycle equipment. All minor repairs and small preventative maintenance on the vehicles are performed by the PROscape mechanics and any large vehicle repairs are handled by an outside service.

## **Breakdown of Employee Roster:**

PROscape currently has 348 full time and seasonal employees

225	Landscape Maintenance
28	Landscape Installation / Upgrade
25	Irrigation Technicians
13	Fertilization/Pest Control Technicians
10	Mechanics (including 3 supervisors)
6	Administrative
35	Supervisors / Managers
3	Corporate Officers
3	Safety Officers

## **Personnel**

### **Key Personnel Associated with Sumter County Mowing & Landscape Maintenance Services:**

#### **Keith O'Dell – Vice President - Operations**

Keith began his career in the landscape industry in 1980 and began working at PROscape in 2000. Prior to becoming a member of the PROscape team Keith worked for a large national landscaping firm rising to the rank of Vice President overseeing North Florida, Georgia and North Carolina prior to his departure. Keith has worked on a multitude of “four diamond” properties throughout his thirty plus year career. Some of the properties include Vistana Resort, Orange Lake Resort, Ritz Carlton Amelia Island, Marriott Sawgrass, Grand Cypress Resort and the Orlando International Airport. Keith is currently the Vice-President for PROscape Operations and works daily with Branch Managers, Operations Managers, Account Supervisors and Foremen throughout the company. A major credit to our client retention rate, Keith implemented and maintains a stringent job quality review process which puts Keith in front of all levels of the PROscape Team as well as our large account clients.

Keith currently holds a Certified Pest Control Operator's License, Lawn and Ornamental. Keith has maintained positions on the Orange County Agricultural Advisory Board and The University of Florida Agricultural Board for Orange County. Keith is also certified through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

#### **Mike Taylor – Ocala Branch Manager**

Mike Taylor is the Branch Manager for PROscape, servicing Marion, Sumter, Alachua, Citrus Counties and parts of Lake County. Mike began his career in the Green Industry in 1991 as a tree specialist. Mike held several positions in the tree business such as climber, equipment operator and crew manager. Mike later began his own tree trimming and removal business which he operated successfully for several years with a client list that included PROscape. In 2006 Mike sold his assets in the business and began his career at PROscape. Mike began at PROscape as an account supervisor where he excelled and was promoted to Operations Manager of the Ocala Branch in 2008. After managing a successful operation for the Ocala Branch Mike was promoted to the Ocala Branch Manager. Mike currently manages five account managers, one shop manager and approximately 60 landscape professionals.

Mike has also completed the 10 hour OSHA Construction Certification and is certified through the Green Industries Best Management Practices developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

### **Greg Hart – Corporate Agronomic Manager**

Greg began his career in the Green Industry in 1995 as an agronomic technician. In 1999 Greg became agronomic sales manager and in 2000 was promoted to Field Service Manager overseeing 20 service technicians. In addition to training, production, quality and safety, Greg was also responsible for designing specific agronomic programs based on environmental conditions for the specific area. By 2004 Greg's team had doubled in size to more than 40 service technicians as Greg continued to develop enhanced methods and quality control measures. In 2006 Greg moved to a large full service landscape company and expanded his knowledge into the various aspects of landscaping. As an Operations Manager, Greg was now overseeing multiple service lines including; landscape maintenance, irrigation, tree care as well as agronomic services. In 2011, Greg brought his talents to Central Florida and joined the PROscape team as the Corporate Agronomic Manager. Currently Greg oversees three agronomic branch managers and two stand alone branch offices. Greg and his team continually monitor horticultural conditions throughout Florida and develop application schedules and rates as well as product blends.

Greg has an Associates Degree in Applied Sciences as well as a State of Florida Certified Pest Control Operator's License in Lawn and Ornamental. Greg has also completed the 10 hour OSHA Construction Certification and is certified through the Green Industries Best Management Practices developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

### **Tim Dambaugh – Corporate Quality Inspector**

Tim Dambaugh is the registered Certified Pest Control Operator as well as being the Corporate Quality Inspector for PROscape. Tim has been in the green industry for more than 11 years and has been a part of the PROscape team for five and a half years. Tim began his PROscape career as an on-site foreman for a large homeowners association and later became the account supervisor. During Tim's time on this particular site the community won several landscaping awards including two Parade of Homes "MAME" Awards. In addition to being a registered CPO, Tim has also spent time as an Account Manager, Landscape Supervisor and Irrigation Supervisor. Tim's well rounded career at PROscape afforded him the opportunity of becoming the Quality Inspector.

Tim currently holds a State of Florida Certified Pest Control License in Lawn and Ornamental and is certified through the Green Industries Best Management Practices developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences. Tim has also completed the 10 hour OSHA Construction Certification.

## **Mark Steffeck – Corporate Safety and Training Manager**

Mark began his career in the Green Industry in 1977 as a Nurseryman Assistant. After working as a Nurseryman for four years, Mark attended and graduated from California Polytechnic University, obtaining a Bachelor of Science in Ornamental Horticulture degree. After graduation Mark returned to the Green Industry and held several positions in the landscape construction field over the next 22 years including estimator, salesperson, landscape manager and irrigation manager. Some of the projects in which Mark was involved include Disney's Animal Kingdom, Universal Studios, Orlando International Airport, Sea World Orlando and Hard Rock Hotel. In 2008, after a successful career in Landscape and Irrigation Construction, Mark was appointed Branch Safety Officer for a large national landscape company. In 2010 Mark brought his experience in both landscape construction and safety to PROscape and became the Corporate Safety and Training Manager. Mark communicates daily with all branch operations regarding safety and training and continues to develop and implement new and innovative safety and training procedures. Mark also has two branch level safety supervisors who report directly to him on a daily basis.

Mark has a Bachelor of Science Degree in Ornamental Horticulture, a 30 hour OSHA Construction Certification, a 16 hour advanced DOT Highway Management Certification and is certified through the Green Industries Best Management Practices developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

# **PROscape, Inc.**

## **Additional References and Customer Feedback specific to Marion and Sumter Counties:**

### **References:**

**Erik Knudsen      P352-750-8200      F352-750-8219**  
**Villages Community Development Districts Landscape Manager / ISA Certified**  
**Arborist**

**Roy Keen      p352-751-6713      F352-750-8219**  
**Villages Community Development District Supervisor for Laurel Manor, Allamanda**  
**and Hibiscus Recreation Centers**

**Steve Butts      p352-861-0159      F352-861-9649**  
**Spruce Creek Preserve Community Association Manager, LCAM/CPME**

**Customer Feedback attached:**

# Spruce Creek Golf & Country Club Homeowners Association, Inc.

November 13, 2008

Mr. Michael Taylor  
PROscape  
12110 South East Highway 441  
Bellevue, FL 34420

Dear Mike,

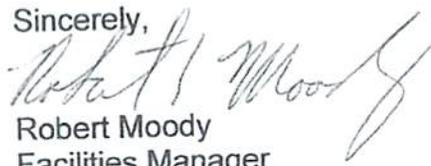
I wanted to express my appreciation for all of the excellent work that Proscape has done here over the past 2 years. Spruce Creek Golf and Country Club is a large property with many nuances and you have maintained an excellent working knowledge of the Community. There is an eclectic mix of items to be maintained here, including wet and dry retention areas, ponds, a nature preserve, numerous landscaped exercise areas, an RV lot and several landscaped buildings and you have been able to bring your expertise to all of these.

The Community has really benefited from Proscape's knowledge and resources. We had some significant turf issues when you first got the contract and you brought Larry Smith in for a consultation and by marrying his suggestions with your overall plan we have seen significant improvements. We had tried to grow grass in the Sherwood DRA 3 times without success and you arrived at a seed mixture and installation plan that has overcome this problem.

Proscape has also improved the overall landscaping appearance with your suggestions on plant material. The annuals in the current rotation have received numerous compliments. Your ability to arrive at a combination of plant material and illustrate it with computer enhanced pictures has helped our decision making process immensely.

In summary the property has never looked better and I wouldn't hesitate to speak on your behalf as a reference at any time. I look forward to many more years of working together.

Sincerely,



Robert Moody  
Facilities Manager  
Spruce Creek Golf & Country Club  
Phone 352-307-0696 Ext. 223



April 23<sup>rd</sup> 2009

## Letter of Recommendation

ProScape Lawn & Landscape Services  
Mike Taylor, Branch Manager  
12110 S HWY 441  
Bellevue, Florida 34420

### TO WHOM IT MAY CONCERN:

ProScape has provided lawn, landscape and irrigation services to this community for over two years in a manner that has caused others to only hope to emulate.

The improvements made during ProScape's tenure include enhancement of the landscape beds; installation of Florida friendly plantings to reduce water consumption and improved green areas by properly applying herbicides and pesticides.

During periods of severe weather, ProScape remains proactive to protect the Associations' landscape investment and remains re-active following storms in an effort to maintain the community to a standard that is second to none.

Should you wish to discuss this recommendation further, please feel free to contact me at the number listed herein.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Steve L. Butts". The signature is written over a large, circular scribble.

Steve L. Butts, LCAM/CPME  
Community Association Manager

11376 SW 136<sup>th</sup> Place  
Dunnellon, Florida 34432  
Office (352) 861-0159 / Fax (352) 861-9649



**DEPARTMENT OF FLORIDA  
VFW Retirement Home, Inc.  
13005 N.E. 135<sup>th</sup> Street  
Ft. McCoy, Florida 32134  
Phone: 352-236-0823 Fax: 352-236-2493**

**Mr Sean Casey, General Manager  
Del Webb Spruce Creek Golf & Country Club  
13601 Del Webb Blvd  
Summerfield, Florida 34491**

**5 July 2011**

**Sir,**

**I had the Honor of being the guest speaker for your 4<sup>th</sup> of July celebration at Del Webb Spruce Creek Golf & Country Club.**

**Upon my arrival to Del Webb Spruce Creek Golf & Country Club I got a bit "lost" due to the golf cart "parade". As I navigated inside your community I was so impressed that I had to get your information and write you about it!**

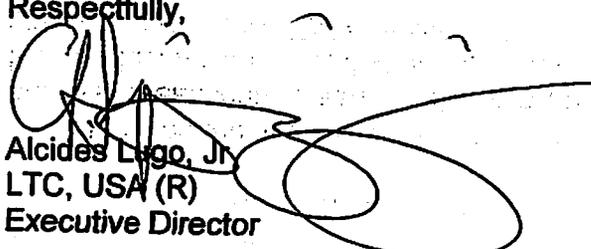
**The place looked very professionally manicured, there was zero trash on the ground, all houses, areas were clean, neat and orderly and my daughters commented that it looked like our last military installation Fort Belvoir, VA where most of the Pentagon Army Staff Officers and Senior Enlisted live. Please pass on to your staff that their efforts in maintaining Del Webb Spruce Creek Community are truly impressive!**

**Finally, Mrs. Judy Amato, President – HOA must be commended for her efforts along with Mr. Manny Carreras Spruce Creek Military Club/Veterans Association for putting on such a heartfelt program for all to enjoy. It was amazing!!!**

**I will like to invite you and some of your personnel to lunch at our facility in Fort McCoy to tour our one of a kind VFW Retirement Home in the country and perhaps give us a few tips.**

**"Scouts Out"**

**Respectfully,**

  
**Alcides Lygo, Jr.  
LTC, USA (R)  
Executive Director**

Hi Keith - I believe we have met before in Sean Casey's office. I am the President of the HOA here at SCG&CC and also a very pleased customer of Proscap residential lawn service.

The purpose of this rather informal e-mail is to let you know how valuable an employee you have in Mike Taylor. He is prompt, courteous, knowledgeable and a great representative for your company. In the most recent past, I have had him supervise the renovation of a zoysia lawn poorly installed and mowed by Allen's Sod Service. His crew dug up and replanted some excellent creeping juniper and replaced viburnum around our air conditioning units, all of which are doing extremely well.

I could not be more pleased with the service I receive from Mike and his crew and with your company in general. Our common grounds look great - all our residents think so - and many of my neighbors want to know why my property looks so good. I tell them to call Mike Taylor and hire Proscap for their landscaping needs.

The first time I met you I asked why you didn't have a residential service. I am so pleased that you now do and especially pleased that Mike Taylor is the person to which I direct all my questions and get solutions.

Very truly yours,

Judy Amato, Pres. HOA - Del Webb SCG&CC

**From:** jmkadima@aol.com [mailto:jmkadima@aol.com]  
**Sent:** Thursday, March 03, 2011 2:41 PM  
**To:** keith@proscape.biz  
**Subject:** December meeting of Avenel 1 in Spruce Creek Country Club

Keith,

I have been remiss in not writing sooner, but my husband's health has been deteriorating in the last year, and I have spent a lot of time with him.

The meeting was like a lovefest! Everyone seems to be thrilled with what your company has done with our little part of the world. Now that things are starting to green up, it is even more beautiful, and still well cared for... One man at the meeting said that he never gives out a compliment, but he had to make an exception with ProScape's work in Avenel 1. He told Jammie that he might have to get a new hat, because his might swell with the compliment. He said he was totally thankful for the wonderful work that the company does here. We have seen so many bad companies over the years, which did not keep their contractual obligations, then we were discouraged before you came on the scene. Your folks go beyond our expectations, and are so pleasant when around. Jammie is one of a kind. Everyone loves him; he is so sweet, even when someone isn't happy with something! I finally got him to call me Judy, but I thought he was going to choke. I have told him over and over it is okay. Now, I think we have settled on Miss Judy - he is a real southern boy! Nice to see.

We don't have plans for another meeting until December, as there don't seem to be any issues. People know to call Bob or the front gate (at night and weekends if there is an emergency with their sprinkler system). There never used to be an understanding of who was responsible for what; now that there is a person that takes responsibility (Bob -then Jammie), it makes a big difference. There is a real two way dialogue now.

Once again, I am sorry that I did not write sooner to give you the good news. In fact, I started out by saying that there were two pieces of good news: our yard maintenance fee was remaining the same for 2011; and that ProScape was going to continue doing the yard work in our neighborhood. People clapped and cheered!  
Judy Mayer

**From:** Darren Irwin  
**Sent:** Sunday, August 01, 2010 6:11 PM  
**To:** keith@proscape.biz  
**Subject:** Spruce Creek South - Summerfield, Florida

Dear Keith,

I requested your email address from Mike Taylor. I'm sure you are familiar with our property here in Summerfield, Spruce Creek South.

Since Proscape took over the maintenance of our common areas, the property has progressed to the current state it is in now – superb! The professionalism and response to situations on Mr. Mike Taylor's part has been exceptional and greatly appreciated by the Management of the Association itself. Mike has always made a point to go the extra mile to see that things are maintained to the highest level.

In addition, a real shining star for your company, is a great employee you have Ray Dimitriu. Through any issues that have arisen, Ray has been Mr. Consistent. Wearing many hats within the company, his commitment to excellence and thoroughness of situations is a huge factor as to why Proscape is managing the maintenance of our common areas. Ray has never let me down for any reason whatsoever. He is an excellent communicator, very organized & a breath of fresh air to your organization. With Ray overseeing our property under the guidance of Mr. Taylor, I know that our relationship with Proscape will be a long-lasting one.

My intent with this email is to let you know how much we appreciate what these two guys do and how good they are at what they do. I hope that they are recognized for their hard-work and consistently, good effort that they put into our property.

Thank you again for these two guys!

Sincerely,

Darren J. Irwin  
Property Manager  
Spruce Creek South  
Summerfield, Florida 34491

**From:** Sean Casey [mailto:scasey@lelandmanagement.com]  
**Sent:** Tuesday, August 03, 2010 8:57 AM  
**To:** Keith O'Dell; Mike Taylor; Jammie Jones  
**Cc:** Bob Moody  
**Subject:** FW: Proscapc Lawn care

Gentlemen,

FYI – Below; as always, thanks for the great job you and your staff do for us!! Please pass on to the staff!

Sean Casey, LCAM  
Leland Management  
General Manager  
Spruce Creek Golf & CC  
13601 Del Webb Blvd.  
Summerfield, FL 34491  
Tel: 352.307.0696 ext. 224  
Fax: 352.307.0695  
[scasey@lelandmanagement.com](mailto:scasey@lelandmanagement.com)

**From:** SpruceCreek HOA [mailto:sprucecreekhoa@yahoo.com]  
**Sent:** Tuesday, August 03, 2010 8:51 AM  
**To:** scasey@lelandmanagement.com  
**Subject:** Fw: Proscapc Lawn care

--- On Fri, 7/30/10, [dp13718r@embarqmail.com](mailto:dp13718r@embarqmail.com) <[dp13718r@embarqmail.com](mailto:dp13718r@embarqmail.com)> wrote:

From: [dp13718r@embarqmail.com](mailto:dp13718r@embarqmail.com) <[dp13718r@embarqmail.com](mailto:dp13718r@embarqmail.com)>  
Subject: Proscapc Lawn care  
To: "SpruceCreek HOA" <[sprucecreekhoa@yahoo.com](mailto:sprucecreekhoa@yahoo.com)>  
Date: Friday, July 30, 2010, 10:04 AM

Good Morning Sean,

Just wanted to drop you a note about Proscapc's employees. They do an excellent job keeping our community looking good. I walk every morning, and often times they are mowing, trimming, etc. They always are courteous and stop whatever they are doing so that I can safely pass without getting sprayed with grass or dust. They've been trained well to respect the residents, and please express my gratitude to them.

Thanks for all you do too!!

Paula Riley

**From:** Sean Casey [mailto:scasey@lelandmanagement.com]  
**Sent:** Tuesday, July 13, 2010 9:31 AM  
**To:** Keith O'Dell; Jamie Jones; Bob Moody  
**Subject:** Thanks!

Gentlemen,

As always, Great Job! Please pass on to the Proscape staff with my gratitude.

Sean Casey, LCAM  
Leland Management  
General Manager  
Spruce Creek Golf & CC  
13601 Del Webb Blvd.  
Summerfield, FL 34491  
Tel: 352.307.0696 ext. 224  
Fax: 352.307.0695  
[scasey@lelandmanagement.com](mailto:scasey@lelandmanagement.com)

**From:** Jmkadima@aol.com [mailto:Jmkadima@aol.com]  
**Sent:** Sunday, July 11, 2010 6:25 PM  
**To:** bmoody@lelandmanagement.com; keith@proscape.biz; jjones@proscape.biz  
**Subject:** (no subject)

Bob, Keith and Jammie,  
I took my husband for a ride around Del Webb Sunday afternoon to see the pretty landscaping. We went in and out all the way to the other end of the boulevard. By far, the nicest looking areas are in Avenel I and along the boulevard. As soon as you drive into Avenel II, you notice a big difference, and whenever you leave the boulevard, you notice a big difference. The part which ProScape maintains looks fantastic, and the rest is just so-so, at best. We are so fortunate to have the deal which includes landscaping. Our grass, trees and bushes look better than anyone else's. The yards are more fully landscaped and are very colorful. I couldn't believe how many horrible palms we saw in many lawns. When people had them put in, they should have been told they need annual maintenance to look nice. Either they weren't told, or they don't care to spend the money to take care of them properly. Many lots were so barren looking. Thanks to Leland Management and to ProScape for taking such good care of us. It's no wonder that people from other neighborhoods who come into Avenel I are amazed it looks so nice. They stop anyone they see to tell us!

Judy Mayer (for Jammie - Miss Judy)