

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Purchase Order Approval (Staff recommends approval).

**REQUESTED ACTION:** Approve Purchase Orders

Work Session (Report Only)    **DATE OF MEETING:** 3/8/11  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_                                      Termination Date: \_\_\_\_\_  
Managing Division / Dept: Financial Services

**BUDGET IMPACT:** \_\_\_\_\_  
 Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

**HISTORY/FACTS/ISSUES:**

PO Number	PO Amount	Vendor Name	PO Description
53489	\$70,588.00	Sumter Sanitation	Monthly disposal of Solid Waste
54564	\$171,235.56	Springstead Engineering, Inc.	C-468 4-Lane Design and Permitting
54567	\$44,756.70	The Villages	CR 139 and C-466A Phase II Florida Friendly Landscape Maintenance

**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

**BOARD OF SUMTER COUNTY COMMISSIONERS**

53489

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

**BUSHNELL, FLORIDA 33513-9402**

**TO**

Sumter Sanitation  
8556 NE 44th Drive  
Wildwood, FL 34785

DATE 2/25/11  
DEPT. Solid Waste  
BY [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001-	33-534-3400 <i>P</i>	1	<p>Monthly disposal of Solid Waste</p> <p>The Small County Solid Waste Grant allows for these funds to be spent on the disposal of solid waste,</p> <p><i>Open PO</i></p> <p>Sumter Sanitation is under contract with Sumter County.</p> <p><i>Funds will be available once PO# 9000119 is closed/unencumbered. P</i></p>	\$70,588.00	\$70,588.00
<b>TERMS:</b>				<b>TOTAL</b>	\$70,588.00

**BOARD OF SUMTER COUNTY COMMISSIONERS**

DELIVER TO: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

**NOTE: ONLY ORIGINAL INVOICES WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

**DISTRIBUTION:**

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

**BOARD OF SUMTER COUNTY COMMISSIONERS**

54564

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

**BUSHNELL, FLORIDA 33513-9402**

**TO**

Springstead Engineering, Inc.  
727 South 14th Street  
Leesburg, FL 34748

DATE 2/21/11  
DEPT. Road and Bridge  
BY Scott A. Collins

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
106-340-541-6546	<u>9</u>	1	<p>C-468 4-Lane Design and Permitting</p> <p>On 3/25/08 the BOCC approved and executed a Continuing Engineering Service Contract with Springstead Engineering, Inc.</p> <p>Blanket PO based on budget appropriation for <u>Design and Permitting</u></p> <p>The below signature, certifying the above goods were received, only pertains to work completed on invoice # _____ attached.</p>	\$171,235.56	\$171,235.56
<b>TERMS:</b>				<b>TOTAL</b>	\$171,235.56

**BOARD OF SUMTER COUNTY COMMISSIONERS**

DELIVER TO: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

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BY: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICER OR DEPT. HEAD

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**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

**BOARD OF SUMTER COUNTY COMMISSIONERS**

54567

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

**BUSHNELL, FLORIDA 33513-9402**

**To**

The Villages  
340 Heald Way, Suite 212  
The Villages, FL 32163

DATE 2/24/11  
DEPT. Road and Bridge  
BY Scott A. Collins

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
103-340-541- <del>6520</del>	<u>6556</u>	1	CR 139 Florida Friendly Landscape Maintenance Invoice #1	\$24,766.68	\$24,766.68
103-340-541- <del>6556</del>	<u>6520</u>	1	C-466A Phase II Florida Friendly Landscape Maintenance Invoice # 1	\$19,990.02	\$19,990.02
<b>TERMS:</b>				<b>TOTAL</b>	\$44,756.70

**BOARD OF SUMTER COUNTY COMMISSIONERS**

DELIVER TO: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

**NOTE: ONLY ORIGINAL INVOICES  
WILL BE CONSIDERED FOR PAYMENT**

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THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: [Signature] OFFICER OR DEPT. HEAD  
DATE: 2-25-11

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.



# INVOICE

THE VILLAGES OF LAKE-SUMTER, INC.  
 Attention: Tom McDonough  
 340 Heald Way, Suite 212  
 The Villages, Florida 32163  
 Phone 352-753-6219 Fax 352-753-6725

DATE: January 21, 2011  
 INVOICE # 1  
 FOR: Landscaping - Monthly Maintenance

**Bill To:**  
 Attention: Ms. Denise Warnock  
 Sumter County Public Works  
 319 East Anderson Avenue  
 Bushnell, Florida 33513  
 Phone 352-793-0240 Fax 352-793-0259

DESCRIPTION	CONTRACT	RATE	AMOUNT
<b>CR139, Phase I - Landscaping - (Monthly - Grow-In/Maintenance Phase)</b>			
<b>Down to Earth Landscape &amp; Irrigation Contractors</b>			
CR139 W. (Powell Road) - "Florida Friendly" Landscape Contract			
Maintenance & Grow-In, Hydretain Application, Bed Maintenance, Fertilization and Annual Mulch Application:			
October 2010 - Maintenance	\$	6,191.67	\$ 6,191.67
November 2010 - Maintenance	\$	6,191.67	\$ 6,191.67
December 2010 - Maintenance	\$	6,191.67	\$ 6,191.67
January 2010 - Maintenance	\$	6,191.67	\$ 6,191.67
<b>TOTAL</b>			<b>\$ 24,766.68</b>

Make all checks payable to: THE VILLAGES OF LAKE SUMTER, INC.  
 If you have any questions concerning this invoice, contact: Tom McDonough or Reesa Goodwin at (352) 753-6219.

THANK YOU.

Date Received 1-26-11  
 Received By  
 Req/PO # 54567

Acct # 103-340-541-6520 P  
 Description CR 139

The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162  
 352-753-6273

Stub 1 of 1  
 Check Date: 01/21/11

NO. 00518156

INVOICE NO.	INVOICE DATE	DESCRIPTION	GROSS	DISCOUNT	AMOUNT PAID
22162	01/15/11	CR 139 POWELL RD	6,191.67		6,191.67
22163	01/15/11	CR 466A	6,663.34		6,663.34
22269	01/15/11	CREEDSIDE NRC	325.00		325.00
22300	01/15/11	TAMARIND GROVE POSTAL/NRC	1,687.04		1,687.04
22247	01/15/11	BRIDGEPORT @ LSL SECURITY FAC	22.50		22.50
22251	01/15/11	TALL TREES EAST SECURITY FAC	22.50		22.50
22262	01/15/11	TALL TREES NORTH SECURITY FAC	25.00		25.00
22264	01/15/11	CREEKSIDE LANDING	22.50		22.50
22263	01/15/11	CREEKSIDE LANDING	22.50		22.50
22302	01/15/11	FREEDOM POINTE BUFFER	440.00		440.00
22315	01/15/11	ST JAMES POSTAL/NRC	291.32		291.32
21164	01/01/11	DUVAL/DOUBLE PALM GC	60,598.34		60,598.34
			76,311.71		76,311.71

86617 DOWN TO EARTH LAWN CARE I

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

**The Villages**

The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162

63-1400/631  
 Citizens First Bank  
 1050 Lake Sumter Landing  
 The Villages, FL 32162

NO. 00518156

86617      DATE 01/21/11      AMOUNT \$\*\*\*\*\*76,311.71

PAY SEVENTY SIX THOUSAND THREE HUNDRED ELEVEN AND 71/100 \*\*\*\*\*

TO THE ORDER OF DOWN TO EARTH LAWN CARE II, INC.  
 P.O. BOX 738  
 TANGERINE FL 32777

BY  AUTHORIZED SIGNATURE



⑈00518156⑈ ⑆063114001⑆ 0010000008⑈

DOWN TO EARTH INC  
 P.O. BOX 738  
 TANGERINE, FL 32777



Landscape and  
 Irrigation Contractors

**Invoice**

Date	Invoice #
1/15/2011	22162

Bill To  
 COUNTY ROAD 139-POWELL RD  
 C/O MICHAEL PAPE & ASSOCIATES  
 2331 17TH ST  
 OCALA, FL 34471

Description	Terms	Project	
	Due on rec...	CR 139 - POWELL RD	
	Qty	Rate	Amount
** CR 139 - POWELL RD **  ATTN: MIKE PAPE MONTHLY MAINTENANCE SERVICE - JANUARY MAINTENANCE & GROW IN, HYDRETAIN APPLICATION, BED MAINTENANCE, FERTILIZATION, AND ANNUAL MULCH APPLICATION * INSTALLMENT 4 OF 12   1/11/11 OK Matthew SC9041009	1	6,191.67	6,191.67
<b>Total</b>			\$6,191.67

# MPA

**M I C H A E L P A P E & A S S O C I A T E S , P A**  
LAND PLANNING • SITE DESIGN • LANDSCAPE ARCHITECTURE

## CERTIFICATE FOR PAYMENT

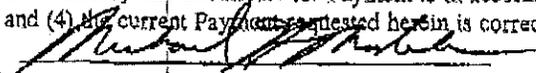
Date: 1/11/11  
 Certificate No.: 2045.624-LS-4  
 Project: CR 139 W. (Powell Rd) - Florida Friendly Landscape  
 Submitted To: Tommy McDonough  
 Contractor: Down to Earth, Inc.  
 P.O. Box 738  
 Tangerine, FL 32777

This is to certify that payment will be due from the Owner and made payable to the Contractor, Down to Earth, Inc.

The status of account for this project is as follows:

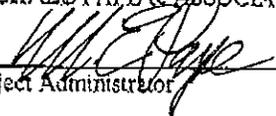
Original contract sum .....	\$228,461.00
Net change by change orders .....	\$0.00
Contract sum to date.....	\$228,461.00
Total completed to date (Installation Phase).....	\$140,641.00
Total completed to date (Grow-In/Maintenance Phase).....	\$24,766.68
Total completed to date (2 <sup>nd</sup> Spring Watering Phase).....	\$0.00
Retainage .....	\$0.00
Total earned less retainage .....	\$165,407.68
Less previous certificates for payment .....	\$159,216.01
<b>This certificate.....</b>	<b>\$6,191.67</b>

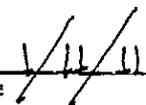
The undersigned Contractor certifies that (1) all previous Progress Payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Certificates for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Certificate for Payment will pass to Owner at time of Payment free and clear of all Liens, security interests and encumbrances; (3) all Work covered by this Certificate for Payment is in accordance with the Contract Documents and not defective; and (4) the current Payment requested herein is correct.

By:   
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

In accordance with the provisions of the Contract and this Certificate for Payment, the undersigned certifies that the information shown hereon has been verified and that the Contractor is entitled to payment as shown subject to the terms of the Contract.

MICHAEL PAPE & ASSOCIATES, P.A.

  
 Project Administrator

  
 Date 1/11/11

2351 S.E. 17<sup>TH</sup> STREET  
OCALA, FLORIDA 34471

(352) 351-3500  
FAX: (352) 351-5894  
E-MAIL: mail@mpala.net

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum in the amount of \$6,191.67

hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished

through 1/15/2011 to Tommy McDonough/McDonough Development

on the job of (owner of property): The Villages

to the following property (job address): COUNTY ROAD 139 - POWELL RD

This waiver and release does not cover any retention, labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor

Down to Earth Landscape

Lienor's Name

P.O. Box 738, Tangerine, FL 32777

Address

*Michael H Mosler*

By

Michael H Mosler, Sr. - V.P.

(Print Name - Title)

State of Florida

County of Lake

The foregoing instrument was acknowledge before me this 11th day of January 2011

By Michael H Mosler, Sr. as V.P.

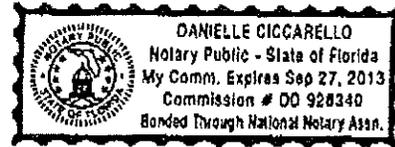
For Down To Earth, Inc

- Personally Known
- Provided the following identification

Notary: *Danielle Ciccarello*  
Danielle Ciccarello

Notary Seal:

My commission expires: September 27, 2013



The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162  
 352-753-6273

Stub 1 of 1  
 Check Date: 01/07/11

NO. 00517540

INVOICE NO.	INVOICE DATE	DESCRIPTION	GROSS	DISCOUNT	AMOUNT PAID
2587	12/21/10	VILLAGES TREE FARM	6,720.00		6,720.00
54	12/01/10	CR 139 POWELL RD	6,191.67		6,191.67
2055	12/01/10	KEY LARGO DIST OFFICE	2,864.00		2,864.00
2657	12/01/10	ODELL VRC	3,809.75		3,809.75
2659	12/01/10	BACALL VRC	6,485.75		6,485.75
2700	12/21/10	EDGEWATER BUNGALOS	105,580.58		105,580.58
100105	12/31/10	LANDSCP - Coconut Cove VRC	2,458.81		2,458.81
080106	12/31/10	LANDSCP - Sable Chase PP&NRC	748.28		748.28
110106	12/31/10	LANDSCP - Lago Poco Outparcl	723.22		723.22
010108	12/31/10	LANDSCP-Hadley GH & Security	230.61		230.61
010108A	12/31/10	LANDSCP-Hemingway Sec Fac	21.37		21.37
040109	12/31/10	LANDSCP - Lake Shre Cott NRC	72.50		72.50
100110	12/31/10	LANDSCP-Bonita@HemmingSec	22.50		22.50
100110	12/31/10	LANDSCP-Miona Shores Sec	22.50		22.50
21936	12/15/10	CR 466A	6,663.34		6,663.34
2701	12/21/10	UNIT 153	103,773.92		103,773.92
2690	12/21/10	UNIT 163	3,985.85		3,985.85
2693	12/21/10	ST JAMES NRC IRRIGATION	1,597.50		1,597.50
2702	12/21/10	FAIRWINDS VILLAS	66,253.47		66,253.47
2691	12/21/10	UNIT 170	3,985.85		3,985.85
21935	12/15/10	CR 139 POWELL RD	6,191.67		6,191.67
22139	12/23/10	ALONZO/AVENIDA	165.00		165.00
			-----		-----
			328,568.14		328,568.14

*[Handwritten Signature]*

86617 DOWN TO EARTH LAWN CARE I

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

**The Villages**

The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162

63-1400/631

Citizens First Bank  
 1050 Lake Sumter Landing  
 The Villages, FL 32162

NO. 00517540

86617      01/07/11      \$\*\*\*328,568.14

PAY THREE HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED SIXTY EIGHT AND 14/100 \*\*\*\*\*

TO THE ORDER OF DOWN TO EARTH LAWN CARE II, INC.  
 P. O. BOX 738  
 TANGERINE FL 32777



BY *[Handwritten Signature]*  
 AUTHORIZED SIGNATURE

⑈00517540⑈ ⑆06311400⑆ 0010000008⑈

DOWN TO EARTH INC  
 P.O. BOX 738  
 TANGERINE, FL 32777



Landscape and  
 Irrigation Contractors

### Invoice

Date	Invoice #
12/15/2010	21935

Bill To

COUNTY ROAD 139-POWELL RD  
 C/O MICHAEL PAPE & ASSOCIATES  
 2351 17TH ST  
 OCALA, FL 34471

Description	Terms	Project	
	Due on rec...	CR 139 - POWELL RD	
	Qty	Rate	Amount
** CR 139 - POWELL RD **  ATTN: MIKE PAPE MONTHLY MAINTENANCE SERVICE - DECEMBER  MAINTENANCE & GROW IN, HYDRETAIN APPLICATION, BED MAINTENANCE, FERTILIZATION, AND ANNUAL MULCH APPLICATION * INSTALLMENT 3 OF 12  LL-7  1/3/11 OK Matthew SC9041009	1	6,191.67	6,191.67
<b>Total</b>			<b>\$6,191.67</b>

# MPA

M I C H A E L P A P E & A S S O C I A T E S , P A  
LAND PLANNING • SITE DESIGN • LANDSCAPE ARCHITECTURE

## CERTIFICATE FOR PAYMENT

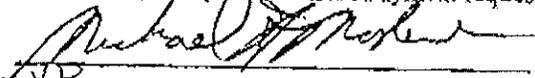
Date: 12/23/10  
Certificate No.: 2045.624-LS-2  
Project: CR 139 W. (Powell Rd) - Florida Friendly Landscape  
Submitted To: Tommy McDonough  
Contractor: Down to Earth, Inc.  
P.O. Box 738  
Tangerine, FL 32777

This is to certify that payment will be due from the Owner and made payable to the Contractor, Down to Earth, Inc.

The status of account for this project is as follows:

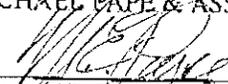
Original contract sum .....	\$228,461.00
Net change by change orders .....	\$0.00
Contract sum to date .....	\$228,461.00
Total completed to date (Installation Phase) .....	\$140,641.00
Total completed to date (Grow-In/Maintenance Phase) .....	\$12,383.34
Total completed to date (2 <sup>nd</sup> Spring Watering Phase) .....	\$0.00
Retainage .....	\$0.00
Total earned less retainage .....	\$153,024.34
Less previous certificates for payment .....	\$146,832.67
This certificate .....	\$6,191.67

The undersigned Contractor certifies that (1) all previous Progress Payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Certificates for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Certificate for Payment will pass to Owner at time of Payment free and clear of all Liens, security interests and encumbrances; (3) all Work covered by this Certificate for Payment is in accordance with the Contract Documents and not defective; and (4) the current Payment requested herein is correct.

By:   
Title: VP  
Date: 12/23/10

In accordance with the provisions of the Contract and this Certificate for Payment, the undersigned certifies that the information shown hereon has been verified and that the Contractor is entitled to payment as shown subject to the terms of the Contract.

MICHAEL PAPE & ASSOCIATES, P.A.

  
Project Administrator

2351 S.E. 17<sup>TH</sup> STREET  
OCALA, FLORIDA 34471

12/27/10  
Date

(352) 351-3500  
FAX: (352) 351-5894  
E-MAIL: mail@mpala.net

PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum in the amount of \$6,191.67  
hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished  
through 12/22/2010 to Tommy McDonough/McDonough Development  
on the job of (owner of property) : The Villages

to the following property (job address): CR 139 West(Powell Rd) – Florida Friendly Landscape

This waiver and release does not cover any retention, labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor

Down to Earth Landscape  
Lienor's Name

P.O. Box 738, Tangerine, FL 32777  
Address

*Michael H Mosler, Sr.*  
By

Michael H Mosler, Sr. – V.P.  
(Print Name – Title)

State of Florida  
County of Lake

The foregoing instrument was acknowledge before me this 23rd day of December 2010

By Michael H Mosler, Sr. as V.P.

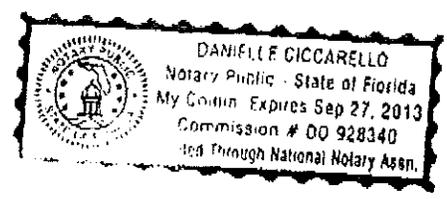
For Down To Earth, Inc

- Personally Known
- Provided the following identification

Notary: *Danielle Ciccarello*  
Danielle Ciccarello

Notary Seal:

My commission expires: September 27, 2013



The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162  
 352-753-6273

Stub 1 of 1  
 Check Date: 01/14/11

NO. 00517952

INVOICE NO.	INVOICE DATE	DESCRIPTION	GROSS	DISCOUNT	AMOUNT PAID
11910	12/01/10	CR 466 WEST	14,162.50		14,162.50
2667	12/01/10	CR 466A	700.00		700.00
21674	12/01/10	CR 139 POWELL RD	6,191.67		6,191.67
21794	12/01/10	CR 466A	6,663.34		6,663.34
2680	12/01/10	CR 466A PH 2	42,625.25		42,625.25
2699	12/21/10	PANERA BREAD	24,814.23		24,814.23
2685	12/21/10	VILLAGE INSURANCE/FIDELITY	7,481.56		7,481.56
			102,638.55		102,638.55

*Michael J. Mark*

86617 DOWN TO EARTH LAWN CARE I

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

**The Villages**

The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162

63-1400/631  
 Citizens First Bank  
 1050 Lake Sumter Landing  
 The Villages, FL 32162

NO. 00517952

86617      DATE 01/14/11      AMOUNT \$\*\*\*102,638.55

PAY ONE HUNDRED TWO THOUSAND SIX HUNDRED THIRTY EIGHT AND 55/100 \*\*\*\*\*

TO THE ORDER OF DOWN TO EARTH LAWN CARE II, INC.  
 P.O. BOX 738  
 TANGERINE FL 32777

BY *H. [Signature]*  
 AUTHORIZED SIGNATURE



00517952 06311400 0010000008

DOWN TO EARTH INC  
 P.O. BOX 738  
 TANGERINE, FL 32717



**Invoice**

Date	Invoice #
11/15/2010	21674

Bill To

COUNTY ROAD 139-POWELL RD  
 C/O MICHAEL PAPE & ASSOCIATES  
 2351 17TH ST  
 OCALA, FL 34471

Description	Terms		Project	
	Quantity	Rate	Amount	
** CR 139 - POWELL RD ** FLORIDA FRIENDLY				
ATTN: MIKE PAPE				
MONTHLY MAINTENANCE SERVICE - NOVEMBER	1	6,191.67	6,191.67	
MAINTENANCE & GROW IN, HYDRETAIN APPLICATION, BED MAINTENANCE, FERTILIZATION, AND ANNUAL MULCH APPLICATION				
* INSTALLMENT 2 OF 12				
LL-7				
1/7/11 OK Matthew SC9041009				
<b>Total</b>			<b>\$6,191.67</b>	

# MPA

M I C H A E L P A P E & A S S O C I A T E S , P A  
LAND PLANNING • SITE DESIGN • LANDSCAPE ARCHITECTURE

## CERTIFICATE FOR PAYMENT

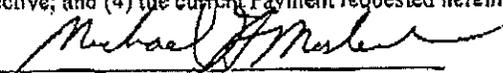
Date: 1/4/11  
 Certificate No.: 2045.624-LS-3  
 Project: CR 139 W. (Powell Rd) - Florida Friendly Landscape  
 Submitted To: Tommy McDonough  
 Contractor: Down to Earth, Inc.  
 P.O. Box 738  
 Tangerine, FL 32777

This is to certify that payment will be due from the Owner and made payable to the Contractor, Down to Earth, Inc.

The status of account for this project is as follows:

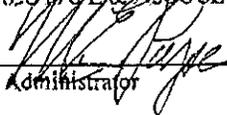
Original contract sum .....	\$228,461.00
Net change by change orders .....	\$0.00
Contract sum to date .....	\$228,461.00
Total completed to date (Installation Phase).....	\$140,641.00
Total completed to date (Grow-In/Maintenance Phase).....	\$18,575.01
Total completed to date (2 <sup>nd</sup> Spring Watering Phase).....	\$0.00
Retainage .....	\$0.00
Total earned less retainage.....	\$159,216.01
Less previous certificates for payment.....	\$153,024.34
<b>This certificate.....</b>	<b>\$6,191.67</b>

The undersigned Contractor certifies that (1) all previous Progress Payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Certificates for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Certificate for Payment will pass to Owner at time of Payment free and clear of all Liens, security interests and encumbrances; (3) all Work covered by this Certificate for Payment is in accordance with the Contract Documents and not defective; and (4) the current Payment requested herein is correct.

By:   
 Title: VP  
 Date: 1/4/11

In accordance with the provisions of the Contract and this Certificate for Payment, the undersigned certifies that the information shown hereon has been verified and that the Contractor is entitled to payment as shown subject to the terms of the Contract.

MICHAEL PAPE & ASSOCIATES, P.A.

  
 Project Administrator

1/6/11  
 Date

2351 S.E. 17<sup>TH</sup> STREET  
OCALA, FLORIDA 34471

(352) 351-3500  
FAX: (352) 351-3894  
E-MAIL: mail@mpala.net

The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162  
 352-753-6273

Stub 1 of 1  
 Check Date: 01/07/11

NO. 00517540

INVOICE NO.	INVOICE DATE	DESCRIPTION	GROSS	DISCOUNT	AMOUNT PAID
2587	12/21/10	VILLAGES TREE FARM	6,720.00		6,720.00
54	12/01/10	CR 139 POWELL RD	6,191.67		6,191.67
2555	12/01/10	KEY LARGO DIST OFFICE	2,864.00		2,864.00
2657	12/01/10	ODELL VRC	3,809.75		3,809.75
2659	12/01/10	BACALL VRC	6,485.75		6,485.75
2700	12/21/10	EDGEWATER BUNGALOS	105,580.58		105,580.58
100105	12/31/10	LANDSCP - Coconut Cove VRC	2,458.81		2,458.81
080106	12/31/10	LANDSCP - Sable Chase PP&NRC	748.28		748.28
110106	12/31/10	LANDSCP - Lago Poco Outparcl	723.22		723.22
010108	12/31/10	LANDSCP-Hadley GH & Security	230.61		230.61
010108A	12/31/10	LANDSCP-Hemingway Sec Fac	21.37		21.37
040109	12/31/10	LANDSCP - Lake Shre Cott NRC	72.50		72.50
100110	12/31/10	LANDSCP-Bonita@HemmingSec	22.50		22.50
100110	12/31/10	LANDSCP-Miona Shores Sec	22.50		22.50
21936	12/15/10	CR 466A	6,663.34		6,663.34
2701	12/21/10	UNIT 153	103,773.92		103,773.92
2690	12/21/10	UNIT 163	3,985.85		3,985.85
2693	12/21/10	ST JAMES NRC IRRIGATION	1,597.50		1,597.50
2702	12/21/10	FAIRWINDS VILLAS	66,253.47		66,253.47
2691	12/21/10	UNIT 170	3,985.85		3,985.85
21935	12/15/10	CR 139 POWELL RD	6,191.67		6,191.67
22139	12/23/10	ALONZO/AVENIDA	165.00		165.00
			328,568.14		328,568.14

*[Handwritten Signature]*

86617 DOWN TO EARTH LAWN CARE I

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

**The Villages**

The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162

63-1400/631

Citizens First Bank  
 1050 Lake Sumter Landing  
 The Villages, FL 32162

NO. 00517540

86617      01/07/11      \$\*\*\*328,568.14

PAY THREE HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED SIXTY EIGHT AND 14/100 \*\*\*\*\*

TO THE ORDER OF DOWN TO EARTH LAWN CARE II, INC.  
 P.O. BOX 738  
 TANGERINE FL 32777



BY *[Handwritten Signature]*  
 AUTHORIZED SIGNATURE

00517540 0631400 0010000008

DOWN TO EARTH INC  
P.O. BOX 738  
TANGERINE, FL 32777



Landscape and  
Irrigation Contractors

# Invoice

Date	Invoice #
10/15/2010	21554

Bill To  
MICHAEL PAPE & ASSOCIATES  
2351 17TH ST  
OCALA, FL 34471

Description	Terms	Project	
	Due on rec...	CR 139 - POWELL RD	
	Qty	Rate	Amount
** CR 139 - POWELL RD **  ATTN: MIKE PAPE MONTHLY MAINTENANCE SERVICE - OCTOBER  MAINTENANCE & GROW IN, HYDRETAIN APPLICATION, BED MAINTENANCE, FERTILIZATION, AND ANNUAL MULCH APPLICATION  RC-6	1	6,191.67	6,191.67
<b>Total</b>			<b>\$6,191.67</b>

*OK TOM  
SC 9041009  
(FLORIDA FRIENDLY LANDSCAPE)  
SWANEE COUNTY REIMBURSEMENT*

# MPA

M I C H A E L P A P E & A S S O C I A T E S , P A  
L A N D P L A N N I N G • S I T E D E S I G N • L A N D S C A P E A R C H I T E C T U R E

## CERTIFICATE FOR PAYMENT

Date: 11/3/10  
Certificate No.: 2045.624-LS-1  
Project: CR 139 W. (Powell Rd) - Florida Friendly Landscape  
Submitted To: Tommy McDonough  
Contractor: Down to Earth, Inc.  
P.O. Box 738  
Tangerine, FL 32777

This is to certify that payment will be due from the Owner and made payable to the Contractor,  
Down to Earth, Inc.

The status of account for this project is as follows:

Original contract sum .....	\$228,461.00
Net change by change orders .....	\$0.00
Contract sum to date.....	\$228,461.00
Total completed to date (Installation Phase).....	\$140,641.00
Total completed to date (October Grow-In/Maintenance Phase).....	\$6,191.67
Total completed to date (2 <sup>nd</sup> Spring Watering Phase) .....	\$0.00
Retainage .....	\$0.00
Total earned less retainage .....	\$146,832.67
Less previous certificates for payment .....	\$0.00
This certificate.....	\$146,832.67

The undersigned Contractor certifies that (1) all previous Progress Payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Certificates for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Certificate for Payment will pass to Owner at time of Payment free and clear of all Liens, security interests and encumbrances; (3) all Work covered by this Certificate for Payment is in accordance with the Contract Documents and not defective; and (4) the current Payment requested herein is correct.

By: Michael H Masler  
Title: MICHAEL H MASLER SR, V.P.  
Date: \_\_\_\_\_

In accordance with the provisions of the Contract and this Certificate for Payment, the undersigned certifies that the information shown hereon has been verified and that the Contractor is entitled to payment as shown subject to the terms of the Contract.

MICHAEL PAPE & ASSOCIATES, P.A.

Michael Pape  
Project Administrator

2351 S.E. 17<sup>TH</sup> STREET  
OCALA, FLORIDA 34471

Date 11/4/10

(352) 351-3500  
FAX: (352) 351-5894  
E-MAIL: mail@mpala.net

## CONTRACT FOR CONSTRUCTION

THIS CONTRACT, entered into this 13<sup>th</sup> day of August, 2010 by and between

The Villages of Lake-Sumter, Inc.  
1020 Lake Sumter Landing  
The Villages, Florida 32162

hereinafter called the "Owner" and

Down to Earth, Inc.  
P.O. Box 738  
Tangerine, Florida 32777

hereinafter called the "Contractor"

WITNESSETH,

*In consideration of the mutual covenants existing between the parties, and the further consideration specifically set forth herein, the parties agree as follows:*

### ARTICLE I. STATEMENT OF WORK

*The Contractor shall furnish materials, labor, equipment and services, and shall perform all work as shown on the Drawings and described in the Specifications prepared by Michael Pape & Associates, P.A., Landscape Architects for landscaping and the grow-in/maintenance requirements for CR 139 (Powell Road). The referenced "grow-in/maintenance requirements" shall be as per the attached "Estimate."*

### ARTICLE II. THE CONTRACT PRICE

*The Owner shall pay the Contractor for the performance of the work called for under this Contract, in current funds, subject to additions and deductions, as provided in the statement of unit prices, and as hereinafter stated the sum of*

*Two Hundred Twenty Eight Thousand Four Hundred Sixty One and 00/100 (\$228,461.00)*

*more or less; the final amount to be determined by the total work performed at the itemized unit prices included in the attached "Estimate."*

### ARTICLE III. TIME OF COMPLETION

*The Contractor agrees to begin work covered by this contract promptly upon Notice to Proceed, with on-site commencement, job conditions permitting, on or about Monday, August 16, 2010, and to complete the installation work fully, exclusive of maintenance, on Friday, September 10, 2010. Completion of the grow-in/maintenance period service shall be in accordance with the requirements of the attached "Estimate."*

#### ARTICLE IV. PAYMENT FOR WORK

*The Contractor, upon submittal of requisitions, shall receive progress payments not to exceed 90% percent of the total contract price, such payment to be made on the basis of completed work upon certification by the Landscape Architect. The 10% percent withheld shall constitute the final payment which shall be made upon final approval by the Landscape Architect, Michael Pape & Associates, P.A. and the Owner. (See also Article VI, Special Conditions.)*

#### ARTICLE V. CONTRACT DOCUMENTS

*The Contract Documents shall consist of the following component parts: This Instrument, Supplementary General Conditions, Technical Specifications, Drawings, Exhibits, and Addenda. It is expressly agreed that this written instrument and the other documents set forth in this Article and attached hereto, and which are made a part hereof as fully as if they were set forth at length herein, embody the entire contract between the parties; and no verbal alternatives or variations shall be binding on the parties or create any obligations or liabilities not set forth or provided for herein.*

#### ARTICLE VI. GENERAL CONDITIONS

*1. Drawings, Specifications and Related Data*

*a. Contract Documents*

*The Contract Documents shall include those enumerated in Article V above. The intent of the Contract Documents is that the Contractor shall furnish all labor, materials, equipment and services necessary for the completion of the proposed work. The Contract Documents shall be signed in three counterpart copies by the Owner and the Contractor and each signer shall retain a copy and the third copy shall be filed with the Landscape Architect.*

*b. Approvals*

*All samples, shop drawings or schedules required for approval shall be furnished by the Contractor as directed subject to approval by the Landscape Architect. The work shall be done in accordance with these approved items, and the Landscape Architect's drawings and specifications.*

c. *Surveys, Permits and Regulations*

*Unless otherwise specified, the Contractor shall furnish all surveys, at his expense. Permits, licenses, royalties and lien fees necessary for the prosecution of the work shall be secured and paid for by the Contractor.*

*Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless specified to achieve proper conformity.*

*The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations concerning the construction of the project as drawn and specified. If the Contractor finds that the Drawings and Specifications are at variance therewith, he shall immediately notify the Landscape Architect, who shall promptly make such changes as are necessary.*

d. *Existing Conditions*

*Existing conditions including surface features, soil boring data and any underground utilities shown on the plans and/or referred to in the specifications are for informational purposes only and shall not be deemed as part of the plans and specifications. It shall be the Contractor's obligation to verify and augment such information and data to fully satisfy himself as to the conditions under which the work will be done. The Contractor shall maintain in operating conditions all active utilities encountered in this construction. He shall contact all public utilities involved and have their representative locate their pipes, conduits, cables or other facilities before construction is started. The Owner and the Landscape Architect do not assume responsibility for location or disturbance of utilities or other existing features or conditions encountered on this project. Any replacement or relocation cost shall be the Contractor's responsibility, unless otherwise specified, excluding damage caused by others.*

2. *Owner, Contractor and Landscape Architect Relationship*

a. *Access to Work*

*It shall be the obligation of the Contractor to provide proper facilities to permit the Owner and his representative to observe the work during any stage of the construction.*

b. *Landscape Architect's Responsibility and Authority*

*All work shall be done subject to the approval of the Landscape Architect. All decisions as to the quality or acceptability of materials furnished, work performed, progress of the work, or the interpretation of drawings and specifications shall be made by the Landscape Architect. The determination of acceptable fulfillment of the Contract by the Contractor shall be made by the Landscape Architect subject to final approval by the Owner.*

*All claims of the Contractor or the Owner shall be made to the Landscape Architect for decision. All decisions of the Landscape Architect shall be made in writing within a reasonable time and shall be final except where time and/or financial considerations are involved, which shall be subject to arbitration.*

c. *Dispute Resolution*

*The venue for the enforcement, construction or interpretation of this agreement shall be the County or Circuit Court for Sumter County, Florida, depending on the jurisdictional limits, and all parties do hereby specifically waive any 'venue privilege' and/or 'diversity of citizenship privilege' which they have now, or may have in the future, in connection with this agreement, or its duties, obligations, or responsibilities or rights hereunder. The prevailing party in any litigation arising out of the enforcement, construction or interpretation of this agreement shall be entitled to recover from the losing party all costs and expenses, including reasonable attorney's fees, both at the trial and at the appellate level. The Contractor shall not cause a delay of the work during any dispute or resolution proceedings except by agreement with the Owner.*

d. *Separate Contracts*

*The Owner reserves the right to let other contracts in connection with the work under this contract. The Contractor shall provide reasonable access and opportunity for the other contractors to do their work and shall fit, connect and coordinate his work with theirs so as not to cause them or him any undue delay or impediment to the prompt and proper performance and completion of the work by each.*

e. *Owner's Right to do Work*

*The Owner, without prejudice to any other right or remedy he may have, shall have the right to prosecute the work in the event the Contractor fails to perform the work properly or fails to perform any provisions of the contract. A prerequisite of such action by the Owner shall be three-days written notice to the Contractor. The amount charged the Contractor for*

*alleviating such deficiencies shall be approved by the Landscape Architect and may be deducted from payments then or thereafter due the Contractor, however, amounts charged for plants and related material shall not exceed the unit prices bid with this Contract.*

*f. Owner's Right to Terminate Contract*

*In the event of any default by the Contractor, the Owner, without prejudice to any other right or remedy he may have, shall have the right to terminate the employment of the Contractor after giving the Contractor written notice. It shall be considered default by the Contractor whenever he shall:*

- 1. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.*
- 2. Violate or disregard important provisions of the Contract or instructions from the Landscape Architect.*
- 3. Fail to prosecute the work according to the agreed Schedule of Completion, including amendments and/or modifications thereof.*
- 4. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or failure to make prompt payment thereof.*

*Upon termination, the Owner may take possession of the premises and of all the materials thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. In case the statement of accounts shows that the cost to complete the work including compensation for additional landscape architectural, managerial, and administrative services, is less than that which would have been the cost to the Owner had the work been completed by the Contractor under the terms of the Contract, the excess shall be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay to the Owner the difference.*

*g. Contractor's Right to Stop Work or Terminate Contract*

*Upon the occurrence of any of the situations enumerated hereunder, the Contractor shall have the right to terminate the contract and recover from the Owner payment for all work executed including any proven loss sustained upon any equipment or materials and reasonable profit and damages, provided that seven-days written notice is given to the Owner and the Landscape Architect:*

- 1. If the work should be stopped under order of any court or other public authority for a period of thirty days through no fault of the Contractor or of anyone employed by him.*

2. *If the Owner should fail to pay the Contractor within twenty days after the Landscape Architect has issued a Certificate for Payment or a Board of Arbitration has made an award.*

*h. Correction of Work*

*All work and materials condemned by the Landscape Architect as failing to comply with the Contract Documents shall be promptly removed, replaced, and/or re-executed by the Contractor to bring it into compliance with the requirements. This shall be done at the expense of the Contractor without cost to the Owner and shall include making good all work of other contractors destroyed or damaged by such removal or replacement.*

*i. Liens*

1. *Beginning with the payment request for work installed during the second month and with each subsequent payment request, original, notarized partial lien releases shall be submitted for services/materials rendered up to the 20th of the previous month.*
2. *Before final payment is made, the Contractor shall furnish the Owner with a full set of releases of liens signed by all subcontractors and material suppliers associated in any way with the work. These lien releases shall be accompanied by a notarized affidavit (sworn statement) to the effect that all claims of any character pertaining to the performance of the Contract, including subcontractors, material suppliers and labor have been paid in full and that the acceptance of final payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the Contract. (See also Section 6 - Special Conditions of Contract.)*
3. *The forms that shall be used for the releases of lien and the final affidavit are attachments to this Contract.*

*3. Insurance and Protection*

*The Contractor shall secure and maintain insurance coverage, in the amounts required and/or stipulated under Section 6 of this Article, protecting him from claims under Workmen's Compensation and Employer's Liability Insurance as required by law; Public Liability, Bodily Injury including death, and Property Damage which may arise in the course of carrying out the work under this contract. Certificates of such insurance shall be filed with the Owner and the Landscape Architect before commencing any of the work under this contract.*

*The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.*

*The Contractor shall hold harmless the Owner from and against any and all losses and/or claims brought or recovered against the Contractor or his subcontractors by reasons of any error, omission or act of the Contractor, his agents or employees in the execution of the work or the guarding of it.*

*The Owner may, at his own expense, obtain and maintain such insurance as will protect him from possible contingent liability to others for damages because of bodily injury or death, which may arise from operations under the contract, and any other liability for damages which the Contractor is required to insure against under provision of the Contract.*

4. *Progress and Completion of the Work*

a. *Schedule of Completion*

*Following the execution of the Contract by the Owner, the Contractor shall begin work upon notification by the Owner's representative, and shall prosecute the work regularly and without interruption, so as to complete the work within the time stated in Article III.*

b. *Changes in the Work*

*If and as the need arises, the Owner may order in writing changes and/or extra work without invalidating the Contract. At the time of ordering such changes, additions, deletions or modifications, the amount or method of compensation and any adjustment in the time of completion shall be determined and stipulated in writing.*

c. *Clean-up*

*The Contractor shall at all times keep the premises and public streets free from an accumulation of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his waste and excess material, rubbish and equipment so as to leave the work and the premises neat and clean and ready for the purpose for which they were intended.*

## 5. *Payments*

### a. *Method of Payment*

*Payments shall be made in accordance with Article IV. of the Contract. The payment of the final amount owed the Contractor shall constitute a waiver of all claims by the Owner except:*

1. *Claims arising from failure to comply with the plans and specifications.*
2. *Claims arising from faulty work or materials appearing after substantial completion.*
3. *Claims arising by virtue of any special guarantee specified in the Contract.*
4. *Claims of the Owner previously made against the Contractor but as yet unsettled.*

*The acceptance of the final payment by the Contractor shall constitute a waiver of all claims by the Contractor except: Claims previously made by the Contractor but as yet unsettled.*

*If the Owner should fail to pay the amount stated in any Certificate for Payment issued by the Landscape Architect or in any award by arbitration, the Contractor shall receive in addition to the amount certified interest thereon at the legal rate at the place of the work.*

### b. *Payment Withheld*

*Any part or the whole of any payment may be withheld by the Landscape Architect or Owner to the extent either deems necessary and reasonable to protect the Owner should the Landscape Architect discover evidence of:*

1. *Defective work not correct.*
2. *Claims filed against the Contractor.*
3. *Reasonable evidence indicating probable filing of claims against the Contractor.*
4. *Failure of the Contractor to make proper payments to subcontractors or for material or for labor.*
5. *A reasonable doubt that the Contract can be completed for the then unpaid balance.*

6. *Unsatisfied damage to another Contractor.*
7. *Unsatisfactory progress of the work by the Contractor.*

*When the above grounds are removed, the amount withheld because of them shall be paid to the Contractor, subject to and within the other terms of this Contract.*

6. *Special Conditions of the Contract:*

a. *Payment Procedures:*

1. *Payment requests shall be submitted to the Landscape Architect monthly on the 20th of the month, for work completed by the 20th of that month.*
2. *Payment requests shall conform to the attached format, per Exhibit "A", based on percentage of completion, subject to inspection and verification.*
3. *The Landscape Architects will require a minimum of 5 days to approve payment requests, and the Owner will issue payment by the 20<sup>th</sup> of the following month.*
4. *As draws will be approved on the basis of the Landscape Architect's certification of work in place, an inspection may be required; this is the basis for the time allowed for the Landscape Architect to process payment requests and issue a Certificate for Payment.*
5. *Retainage of 10% will be withheld on all payment amounts until at least 30 days after the date of final inspection and substantial completion. Retainage will be paid upon submittal by the Contractor of a payment request at the end of the 30-day retainage period, subject to all requirements of Section 7 below.*
6. *Upon submittal of any payment request by the Contractor, partial and/or final releases of lien for all services/materials rendered up to the date of the previous payment request, per Article VI, Section 2i, shall also be included prior to approval of the payment request by the Landscape Architect and Owner and issuance of payment by the Owner.*
7. *Additionally, the following items shall be submitted to the Landscape Architect prior to approval of the final payment request, including retainage:*

- a. *Satisfactory completion of the related inspection punchlist items.*
  - b. *Submittal of the required reproducible as-built plans of the irrigation system with all data required to be acceptable to the Landscape Architect.*
  - c. *Other warranty and operational documentation specified in the bid documents.*
  - d. *Final releases of lien and contractor's affidavit, per Article VI, Section 2i.*
- b. *Payment to Subcontractors and Suppliers:*
1. *The Contractor shall discharge debts to subcontractors and suppliers in a timely manner in order to preclude any inconvenience to the Owner caused by claims of liens resulting from nonpayment by the Contractor.*
  2. *The Owner reserves the right to backcharge the Contractor for any time and expense incurred by the Landscape Architect in dealing with matters resulting from the Contractor's failure to abide by this requirement, or by the Contractor's failure to secure and submit the required partial/final releases of lien.*
  3. *Additionally, the Owner reserves the right to backcharge the Contractor for legal fees or other related costs incurred under such conditions, and may seek compensation for damages resulting from the Contractor's failure to abide by these requirements.*
- c. *Liquidated Damages:*
- (Not Applicable)*

d. *Insurance Requirements:*

1. *Public Liability and Property Damage Insurance*

*The successful bidder must be properly licensed and must carry liability insurance with a company acceptable to the Owner with limits of not less than \$1,000,000 for one person and \$2,000,000 for more than one person in any one accident, and public property damage insurance with a minimum of \$1,000,000 for any one accident. An insurance certificate noting the Owner (by name) as an additional insured shall be submitted prior to initiating work.*

2. *Workers' Compensation Insurance*

*The Contractor shall procure and shall maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide employer's general liability insurance for the protection of such of his employees not otherwise protected under such provisions.*

3. *Contractor's and Subcontractor's Insurance*

*The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved. The Owner shall be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.*

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

FOR THE OWNER:

Stephanie Greene

Witness:

Keese Dal

Witness:

Tom McDonough  
Signature

Tom McDonough  
Type or Print Name

V.P.  
Title

FOR THE CONTRACTOR:

[Signature]  
Witness:

Witness:

S. Sanyal  
Witness:

Witness:

[Signature]  
Signature

MICHAEL H. MOSLER SR.  
Type or Print Name

VICE PRESIDENT  
Title

## SUPPLEMENTARY GENERAL CONDITIONS

### A. APPLICABILITY

The Supplementary General Conditions are additional to the General Conditions in Article VI of the Contract. They outline additional details and further explain the General Conditions, and are a part of the Contract. Should a conflict or discrepancy arise between the General Conditions and the Supplementary General Conditions, the Supplementary General Conditions shall govern.

### B. CONTRACTOR'S RESPONSIBILITIES

1. The scope of work covered under this Contract includes generally: site preparation; finish grading; irrigation installation; and landscape installation.
2. The Contractor shall keep on the job at least one copy of all plans, specifications, addenda, job proposals, change orders, and other contract documents in a folder for use as reference. The job foreman shall have this information available for use at all times during the course of the work.
3. The Contractor shall be responsible for immediately notifying the Landscape Architect if any job conditions are encountered which would negatively affect the character of the finished work or its future performance, or that would in any way be to the detriment of job progress and completion. Such notifications may be verbal if time is of the essence, but in every case shall be documented in writing to the Landscape Architect within 24 hours. Any work done if such job conditions are encountered prior to notification of the Landscape Architect, and/or prior to any necessary changes which are authorized, will be done at the Contractor's risk.
4. The Contractor shall be responsible for direct coordination of his work with all other parties involved with the job (e.g., Owner's Representative, Building Contractor, Sitework Contractor, etc.) to ensure the proper scheduling and constructed relationship of the work.
5. The Contractor shall be responsible for all materials and all work as called for and as implied in the plans. Any schedules or lists of unit quantities accompanying the plans shall be used as a guide only; in the case of discrepancies between plans and such schedules or lists, the work as called for on the plans shall take precedence.
6. The Contractor shall be responsible continuously during the job for keeping accurate as-built data for the project, expressly to record the actual locations of underground work typically represented in the plans schematically (as for irrigation and lighting), and likewise to record significant changes from the plans in any of the installed work. As-built plans shall be submitted in accordance with the requirements stated in the technical specifications.
7. The Contractor shall be responsible for surveying any property lines, easements, or other boundaries if required to control the proper location of work within the project, unless otherwise specified in the plans.

8. The Contractor shall complete the List of Subcontractors and attach the form to the Bid Forms as part of the Contract Documents.
9. After Award of Contract and prior to commencing work, the Landscape Architect may require two complete sets of submittals to include, but not necessarily be limited to, specifications and cut sheets for the following:
  - a. Irrigation system components, including fittings and solvents.
  - b. Clear pictures or actual samples illustrating the size and quality of all plant material larger than 3 gallon. The source(s) of each shall also be specified.
  - c. Proposed herbicides, pesticides, etc., including manufacturer.
  - d. Soil amendments (e.g., pre-emergent herbicide, fertilizer and/or Plant Health Care products, mulch).

These documents shall be neatly bound and organized and will eventually become part of the Owner's Manual upon completion of work.

#### C. EXECUTION OF WORK

1. The Contractor shall have his labor crews and subcontractors controlled and directed by a foreman or supervisor(s) well-versed in reading plans and executing the work involved in order to complete installation rapidly and correctly. Evidence of satisfactory experience shall be provided upon request by the Landscape Architect prior to awarding the Contract.
2. Prior to completion of the work by the Contractor and the acceptance thereof by the Owner, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew, and make good at his own expense all damages caused by force or violence of the elements or any cause whatsoever, provided however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

#### D. PROTECTION OF PUBLIC AND PROPERTY

1. The Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to person or property which may occur as a result of his negligence in the execution of the work.
2. **The Contractor shall exercise care in digging and other work so as not to damage existing underground utilities.** The Contractor shall be responsible for determining the location of such underground improvements. Should overhead or underground obstructions be encountered which interfere significantly with the work, the Landscape Architect shall be consulted and the location of the subject portions of work

will be adjusted as necessary. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3. In case of failure on the part of the Contractor to repair such damage or injury, the Owner may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such damage as may be deemed necessary. If the Owner deems the repair to be an emergency, the Owner may immediately proceed to repair, rebuild, or otherwise restore such damage as may be deemed necessary without notification to the Contractor. In either event, the cost thereof may be deducted from any moneys due or which may become due the Contractor under the Contract.
4. The Contractor shall be responsible for maintenance of the project during construction and shall bear all risk of loss, theft, or damage to the project by any cause whatsoever during the term of construction.
5. For projects where applicable, the Contractor agrees to abide by the Wildlife Habitat Management Plan as approved by the Florida Game and Fresh Water Fish Commission. Copies will be furnished to the Contractor prior to commencement of work.
6. No fuels, oils or any type of petroleum product nor any hazardous substance shall be stored on the project or any other lands of the Owner.
7. Safety Regulations
  - a. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the Landscape Architect.
  - b. The Contractor shall be familiar and comply with all OSHA (Occupational Safety and Health Administration) requirements.
  - c. The Contractor is required to be familiar with all Federal and State safety rules and regulations. It shall be the sole responsibility of the Contractor to adhere to and enforce all such safety rules and regulations. The Owner shall be held harmless to any citations, fines, or suits of law, that may result as a breach of safety rules and regulations by the Contractor or any and all Subcontractors of the Contractor.

#### E. CHANGES IN THE WORK

1. Any changes or substitutions during installation of the work may not occur without authorization by the Landscape Architect.
2. All additional work performed by the Contractor pursuant to Change Orders submitted by the Owner, shall be completed at the unit prices set forth in the Plans and other Contract Documents. If the Owner submits a Change Order decreasing the scope of the work required under the Plans and other Contract Documents, the Contract Price shall be reduced at the rates set forth under the unit pricing. The Contractor

understands that the quantities may be increased or diminished as provided in the General Conditions without any way invalidating any of the unit or lump sum prices bid. The Owner reserves the right to submit Change Orders increasing or decreasing the bid quantities for any item, by an amount not to exceed one hundred percent (100%).

F. CLEAN-UP

1. The Contractor shall provide all necessary equipment and labor to keep the job site free from accumulations of scrap, debris, and waste materials caused by his work, employees, or subcontractors. A minimum of one daily inspection shall be conducted by the Contractor of areas within the limits of work to insure compliance. Storage or holding areas shall be inspected at least biweekly for accumulation of scrap, debris, and waste materials. Items not necessary for completion of the work shall be removed from the site.
2. Materials and equipment being stored or held shall be arranged in an orderly manner providing maximum access and protection of the material while not impeding drainage or traffic. All environmental and fire protection requirements shall be strictly maintained. Arrangement of stored or held items shall be inspected at least once a week to insure compliance.
3. Cleaning materials and equipment used shall be appropriate for the surface being cleaned as recommended by the manufacturer or as approved by the Landscape Architect and/or Owner.
4. In the event the Contractor fails to comply with these conditions, the Owner may, upon 24-hour notice, proceed to clean the site as deemed necessary by the Owner. All costs incurred by the Owner, including a 15% management fee, shall be deducted from the next payment due the Contractor.

G. PERMIT REQUIREMENTS

All work shall be installed in accordance with the regulations of the local, county, or other governing authorities. The Contractor shall be responsible for securing all necessary licenses and permits, and shall comply in all respects with local, state, and federal codes. Should any aspect of the bid documents contain any explicit discrepancy in respect to said regulations and codes, the Contractor shall be responsible for notifying the Landscape Architect upon review of these bid documents and prior to bidding the work, and failing to do so, shall otherwise be responsible for all measures necessary to insure compliance with said regulations and codes.

H. INSURANCE

1. Contractor's and Subcontractor's Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owners, nor shall the Contractor allow any subcontractor to commence work until similar insurance required of the subcontractor has been so obtained and approved. The Owner shall be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

2. Public Liability and Property Damage Insurance

The successful bidder must be properly licensed and must carry liability insurance with a company acceptable to the Owner with limits of not less than \$1,000,000 for one person and \$2,000,000 for more than one person in any one accident, and public property damage insurance with a minimum of \$1,000,000 for any one accident. An insurance certificate noting the owner by name per the Contract, as an additional insured shall be submitted prior to initiating work.

3. Workers' Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require each subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide employer's general liability insurance for the protection of his employees not otherwise protected under such provisions.

I. INDEMNIFICATION

1. The Contractor shall indemnify and hold harmless the Owner, Landscape Architect, their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. For ten dollars (\$10.00) acknowledged to be included and paid for in the Contract Price and other good and valuable consideration, the Contractor agrees to indemnify and hold harmless the Owner, Landscape Architect, their agents and employees in accordance with the provisions of this paragraph.
2. In any and all claims against the Owner or Landscape Architect or any of their agents or employees, by any employee of Contractor and Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph I.1. shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

J. TIME OF COMPLETION

1. The Contractor agrees to begin work covered by this contract promptly upon Notice to Proceed with on-site commencement on Monday, August 16, 2010, job conditions permitting, and to complete the installation work fully, exclusive of maintenance, on Friday, September 10, 2010. Completion of the grow-in/maintenance period service shall be in accordance with the requirements of the attached "Estimate."
2. The Contractor will be notified to commence work at such time that job conditions allow reasonable access and opportunity for work to begin and continue to completion. Should job conditions precipitate a delay in the start of the work under this contract, if a certain number of days is represented by dates or timeframes specified in Parag. 1 above, the same number of days shall be allowed for the work to be completed.
3. Adjustments to the time of completion may be granted due to circumstances or occurrences agreed to be beyond the Contractor's control, as determined by the Owner and/or the Landscape/Architect. Under no circumstances shall additional compensation for general conditions or extended mobilization be made to the Contractor for any time extensions applied to this contract, unless otherwise provided in the bid documents. Circumstances requiring complete demobilization and remobilization will be considered on a negotiable basis for such additional compensation, if agreed to in advance by the Owner.

K. FAILURE TO COMPLETE WORK ON TIME

1. Time is of the essence in these Contracts but it will be difficult or impossible to ascertain the exact amount of loss which the Owner will suffer by reason of delays in the completion of the work. It is, therefore, agreed that for each calendar day that any part of the work remains uncompleted after **midnight of the stipulated completion date for each Contract**, or for a portion of the work for which a time of completion is stipulated, plus any time extensions recommended by the Landscape Architect and approved by the Owner, the amount or amounts of money stated in these General Conditions shall be deducted as liquidated damages from any money due the Contractor. If no money is due the Contractor, the Owner shall have the right to recover said amount or amounts from the Contractor, from the Surety, or from both. This deduction is not a penalty but constitutes liquidated damages for the loss to the Owner because of the increase in expenses for administration, supervision and inspection, and loss of revenue resulting from the delay.
2. The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in this work, or for its nonperformance.
3. Nothing in this Article shall be construed as limiting the right of the Owner to annul the Contract, to take over the work, or to claim damages for the failure of the Contractor to abide by each and every one of the terms of these Contracts as set forth and provided for in the Contract Documents.

L. LIQUIDATED DAMAGES

(Not Applicable)

M. FINAL INSPECTION AND JOB CLOSEOUT PROCEDURES (Refer also to Section 2.2A, Part 3.R., and Section 2.2B, Part 3.R.)

1. From the date of Substantial Completion, as determined by the Landscape Architect, the Contractor shall have no more than seven (7) calendar days within which to schedule a Final Inspection with the Landscape Architect. The Contractor shall be responsible for attending the Final Inspection and duly noting all deficiencies identified. As-built drawings and other required closeout documents shall be delivered to the Landscape Architect before the final inspection will be scheduled. The Contractor shall then have **14 calendar days** to complete the final inspection punchlist items, including those detailed in the written punchlist, which will be issued by the Landscape Architect within seven (7) calendar days after the final inspection. The Contractor in no way shall be excused from correcting deficient work under the warranty stipulations of this Contract, if such deficient work were to escape initial detection and not be itemized in the punchlist.
2. Upon completion of the punchlist items, and prior to expiration of the 14-day period, the Contractor shall request a reinspection by the Landscape Architect. Should any work not be satisfactorily completed by the 14th day, as determined by reinspection, Liquidated Damages shall be assessed in the amount of \$200 per calendar day until all items are determined to be satisfactorily complete. The Contractor shall remain responsible for warranty provisions.
3. After the punchlist reinspection, should the Contractor have failed to satisfactorily complete all punchlist requirements, the Contractor shall be liable to the Owner for the cost of services performed after that time by the Landscape Architect to direct and confirm that all required work is subsequently completed, in so much as such services would have been unnecessary had the Contractor performed properly.
4. The Contractor shall likewise be liable to the Owner for the cost of services performed by the Landscape Architect to manage the completion of warranty work, as specified in these Contract Documents, in so much as the Contractor fails to perform promptly and/or competently, and in so much as said services by the Landscape Architect would otherwise have been unnecessary.

N. PROVISIONS BY THE OWNER

1. The Owner shall furnish to Contractor up to six (6) copies of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction.
2. Reasonable construction water shall be furnished to the Contractor at no cost, however Water Use Reports shall be filed (for jobs where applicable).

O. WARRANTY

1. The Contractor warrants all workmanship and material for a period of one year subsequent to acceptance of the improvements, unless otherwise stated in the technical specifications. In the event that the Contractor must return to perform Warranty work, the Contractor must thereafter provide for an extended Warranty period of at least the equivalent of the original warranty period.
2. Response times by the Contractor for requested warranty service shall be as stipulated in the technical specifications.

• END SUPPLEMENTARY GENERAL CONDITIONS •

Down To Earth Inc.  
 PO Box 738  
 Tangerine, Fl 32777



# Estimate

Date 8/9/2010 Estimate # 3408

Customer

MICHAEL PAPE & ASSOCIATES  
 2351 17TH ST  
 OCALA, FL 34471

Description	Qty	Project	
		Rate	Total
CR139 POWELL ROAD			
***CR139 POWELL ROAD***			
WE HEREBY PROPOSE TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE THE FOLLOWING WORK AS PER PLANS AND SPECIFICATIONS.			
INSTALLATION OF THE FOLLOWING:			
*SITE PREP*			
SITE PREPARATION (REMOVE EXISTING VEGETATION, HERBICIDE AND FINISH GRADE)	1	16,950.00	16,950.00
SUB TOTAL			16,950.00
*LANDSCAPE MATERIALS*			
BLUE PACIFIC JUNIPER 3 GALLON	1,674	8.75	14,647.50
MUSKOGEE CRAPE MYRTLE STANDARD 10-12' X 2.5"	12	425.00	5,100.00
NATCHEZ CRAPE MYRTLE STANDARD 10-12' X 2.5"	15	425.00	6,375.00
DWARF YAUPON HOLLY 3 GALLON	2,938	8.75	25,707.50
DWARF YELLOW LANTANA 1 GALLON	2,194	3.75	8,227.50
PERENNIAL PEANUT 1 GALLON	1,600	4.50	7,200.00
LIVE OAK 14-16' X 4"	15	425.00	6,375.00
WHITE INDIAN HAWTHORN 3 GALLON	1,584	8.75	13,860.00
DWARF PALMETTO 3 GALLON	185	19.50	3,607.50
COONTIE 3 GALLON	994	16.50	16,401.00
PINE STRAW MULCH	2,080	5.50	11,440.00
BAHIA SOD FOR REPAIRS	2,500	0.22	550.00
SUB TOTAL			119,491.00
*TRAFFIC CONTROL*			
TRAFFIC CONTROL	1	4,200.00	4,200.00
SUB TOTAL			4,200.00
**MAINTENANCE & GROW IN**			
*WATERING SCHEDULE*			
FIRST 30 DAYS - EVERY OTHER DAY (15)			
NEXT 90 DAYS - TWICE WEEKLY (26)			
NEXT 245 DAYS - ONCE WEEKLY (35)			
SUGGESTED SUPPLEMENTAL - 2ND DAY PER WEEK IN MARCH, APRIL, & MAY 2011 (14)			
90 TOTAL DAYS (8HRS PER DAY @ \$65.00 PER HOUR)	90	520.00	46,800.00
2ND AND FOLLOWING SPRING TIME WATERING SUPPLEMENTAL SCHEDULE 2 TIMES PER WEEK (MARCH, APRIL, AND MAY 2012)	26	520.00	13,520.00
Page 1	<b>Total</b>		

Down To Earth Inc.  
 PO Box 738  
 Tangerine, FL 32777



# Estimate

Date 8/9/2010 Estimate # 3408

Customer

MICHAEL PAPE & ASSOCIATES  
 2351 17TH ST  
 OCALA, FL 34471

Description	Qty	Project	
		Rate	Total
CR139 POWELL ROAD			
****NOTE****COUNTY MUST PROVIDE 1.5" OR LARGER WATER CONNECTION NO MORE THAN 15 MINUTES FROM JOBSITE SUB TOTAL			60,320.00
<b>*HYDRETAIN APPLICATION*</b> HYDRETAIN APPLICATION COVERING 45,000 SQ/FT OF BED SPACE (1ST) APPLICATION AT TIME OF INSTALLATION	1	1,300.00	1,300.00
(2ND) APPLICATION EARLY SPRING 2012 DURING MAINTENANCE PERIOD	1	1,300.00	1,300.00
(3RD) APPLICATION PRIOR TO TURNOVER AT END OF GROW-IN PERIOD SUB TOTAL	1	1,300.00	3,900.00
<b>*BED MAINTENANCE*</b> MAINTENANCE OF BEDS FOR 12 MONTHS SUB TOTAL	12	950.00	11,400.00 11,400.00
<b>*FERTILIZATION*</b> APPLY 8/10/10 TO TREES AND 12-6-8 TO UNDERPLANTINGS TWICE ANNUALLY MARCH 2012 APPLICATION	1	2,250.00	2,250.00
OCTOBER 2012 APPLICATION SUB TOTAL	1	2,250.00	2,250.00 4,500.00
<b>*MULCH*</b> REMULCH AFTER 12 MONTHS WITH PINE STRAW BALES SUB TOTAL	1,400	5.50	7,700.00 7,700.00
Page 2		<b>Total</b>	<b>\$228,461.00</b>



# INVOICE

**THE VILLAGES OF LAKE-SUMTER, INC.**

Attention: Tom McDonough  
 340 Heald Way, Suite 212  
 The Villages, Florida 32163  
 Phone 352-753-6219 Fax 352-753-6725

**DATE:** January 21, 2011  
**INVOICE #** 1  
**FOR:** Landscaping - Monthly Maintenance

**Bill To:**

Attention: Ms. Denise Warnock  
 Sumter County Public Works  
 319 East Anderson Avenue  
 Bushnell, Florida 33513  
 Phone 352-793-0240 Fax 352-793-0259

DESCRIPTION	CONTRACT	RATE	AMOUNT
<u>CR466A WEST - "Florida Friendly" Landscape Contract</u>			
<u>Down to Earth Landscape &amp; Irrigation Contractors</u>			
CR466A WEST - "Florida Friendly" Landscape Contract			
Maintenance & Grow-In, Hydretain Application, Bed Maintenance, Fertilization and Annual Mulch Application:			
November 2010 - Maintenance	\$	6,663.34	\$ 6,663.34
December 2010 - Maintenance	\$	6,663.34	\$ 6,663.34
January 2010 - Maintenance	\$	6,663.34	\$ 6,663.34
		<b>TOTAL</b>	<b>\$ 19,990.02</b>

Make all checks payable to: THE VILLAGES OF LAKE SUMTER, INC.  
 If you have any questions concerning this invoice, contact: Tom McDonough or Reesa Goodwin at (352) 753-6219.

THANK YOU.

Date Received 1-26-11  
 Received By  
 Req/PO # 54567

JAN 26 11 PM 12:50

Acct # 103-340-541-6520 P  
 Description C-466 A Phase II

The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162  
 352-753-6273

Stub 1 of 1  
 Check Date: 01/21/11

NO. 00518156

INVOICE NO.	INVOICE DATE	DESCRIPTION	GROSS	DISCOUNT	AMOUNT PAID
22162	01/15/11	CR 139 POWELL RD	6,191.67		6,191.67
22163	01/15/11	CR 466A	6,663.34		6,663.34
22269	01/15/11	CREEDSIDE NRC	325.00		325.00
22300	01/15/11	TAMARIND GROVE POSTAL/NRC	1,687.04		1,687.04
22247	01/15/11	BRIDGEPORT @ LSL SECURITY FAC	22.50		22.50
22251	01/15/11	TALL TREES EAST SECURITY FAC	22.50		22.50
22262	01/15/11	TALL TREES NORTH SECURITY FAC	25.00		25.00
22264	01/15/11	CREEKSIDE LANDING	22.50		22.50
22263	01/15/11	CREEKSIDE LANDING	22.50		22.50
22302	01/15/11	FREEDOM POINTE BUFFER	440.00		440.00
22315	01/15/11	ST JAMES POSTAL/NRC	291.32		291.32
21164	01/01/11	DUVAL/DOUBLE PALM GC	60,598.34		60,598.34
			76,311.71		76,311.71

86617 DOWN TO EARTH LAWN CARE I

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

**The Villages**

The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162

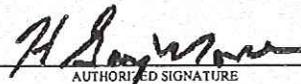
63-1400/631  
 Citizens First Bank  
 1050 Lake Sumter Landing  
 The Villages, FL 32162

NO. 00518156

86617      DATE 01/21/11      AMOUNT \$\*\*\*\*\*76,311.71

PAY SEVENTY SIX THOUSAND THREE HUNDRED ELEVEN AND 71/100 \*\*\*\*\*

TO THE ORDER OF DOWN TO EARTH LAWN CARE II, INC.  
 P.O. BOX 738  
 TANGERINE FL 32777

BY  AUTHORIZED SIGNATURE



⑈00518156⑈ ⑆063114001⑆ 0010000008⑈

DOWN TO EARTH INC  
 P.O. BOX 738  
 TANGERINE, FL 32777



Landscape and  
 Irrigation Contractors

**Invoice**

Date	Invoice #
1/15/2011	22163

Bill To  
 COUNTY ROAD 466A  
 C/O MICHAEL PAPE & ASSOCIATES  
 2351 17TH ST  
 OCALA, FL 34471

Description	Terms		Project	
	Qty	Rate	Amount	Due on rec...
** COUNTY ROAD 466A **  ATTN: MIKE PAPE MONTHLY MAINTENANCE SERVICE - JANUARY MAINTENANCE & GROW IN, HYDRETAIN APPLICATION, BED MAINTENANCE, FERTILIZATION, AND ANNUAL MULCH APPLICATION * INSTALLMENT 3 OF 12   1/11/11 OK Matthew SC9031009	1	6,663.34	6,663.34	CR 466A
<b>Total</b>			\$6,663.34	

# MPA

**M I C H A E L P A P E & A S S O C I A T E S , P A**  
**LAND PLANNING • SITE DESIGN • LANDSCAPE ARCHITECTURE**

### CERTIFICATE FOR PAYMENT

Date: 1/11/11  
Certificate No.: 2045.624-LS-6  
Project: CR 466A West - Florida Friendly Landscape  
Submitted To: Tommy McDonough  
Contractor: Down to Earth, Inc.  
P.O. Box 738  
Tangerine, FL 32777

This is to certify that payment will be due from the Owner and made payable to the Contractor, Down to Earth, Inc.

The status of account for this project is as follows:

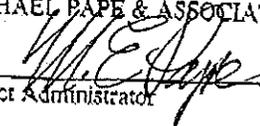
Original contract sum .....	\$303,087.50
Net change by change orders .....	\$(10,432.75)
Contract sum to date .....	\$292,604.75
Total completed to date (Installation Phase) .....	\$199,124.75
Total completed to date (Grow-In/Maintenance Phase) .....	\$19,990.02
Total completed to date (2 <sup>nd</sup> Spring Watering Phase) .....	\$0.00
Retainage .....	\$0.00
Total earned less retainage .....	\$219,114.77
Less previous certificates for payment .....	\$212,451.43
This certificate .....	\$6,663.34

The undersigned Contractor certifies that (1) all previous Progress Payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Certificates for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Certificate for Payment will pass to Owner at time of Payment free and clear of all Liens, security interests and encumbrances; (3) all Work covered by this Certificate for Payment is in accordance with the Contract Documents and not defective; and (4) the current Payment requested herein is correct.

By:   
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

In accordance with the provisions of the Contract and this Certificate for Payment, the undersigned certifies that the information shown hereon has been verified and that the Contractor is entitled to payment as shown subject to the terms of the Contract.

MICHAEL PAPE & ASSOCIATES, P.A.

  
Project Administrator

Date: 1/11/11

2351 S.E. 17<sup>TH</sup> STREET  
OCALA, FLORIDA 34471

(352) 351-3500  
FAX: (352) 351-3894  
E-MAIL: mail@mpala.net

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum in the amount of \$6,663.34  
hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished  
through 1/15/2011 to Tommy McDonough/McDonough Development  
on the job of (owner of property) : The Villages

to the following property (job address): COUNTY ROAD 466A

This waiver and release does not cover any retention, labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor

Down to Earth Landscape  
Lienor's Name

P.O. Box 738, Tangerine, FL 32777

Address

*Michael H Mosler*  
By

Michael H Mosler, Sr. - V.P.

(Print Name - Title)

State of Florida  
County of Lake

The foregoing instrument was acknowledge before me this 11th day of January 2011

By Michael H Mosler, Sr. as V.P.

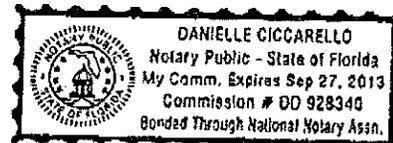
For Down To Earth, Inc

- Personally Known
- Provided the following identification

Notary: *Danielle Ciccarello*  
Danielle Ciccarello

Notary Seal:

My commission expires: September 27, 2013

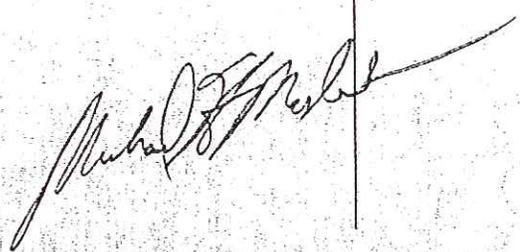


The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162  
 352-753-6273

Stub 1 of 1  
 Check Date: 01/07/11

NO. 00517540

INVOICE NO.	INVOICE DATE	DESCRIPTION	GROSS	DISCOUNT	AMOUNT PAID
2587	12/21/10	VILLAGES TREE FARM	6,720.00		6,720.00
54	12/01/10	CR 139 POWELL RD	6,191.67		6,191.67
2555	12/01/10	KEY LARGO DIST OFFICE	2,864.00		2,864.00
2657	12/01/10	ODELL VRC	3,809.75		3,809.75
2659	12/01/10	BACALL VRC	6,485.75		6,485.75
2700	12/21/10	EDGEWATER BUNGALOS	105,580.58		105,580.58
100105	12/31/10	LANDSCP - Coconut Cove VRC	2,458.81		2,458.81
080106	12/31/10	LANDSCP - Sable Chase PP&NRC	748.28		748.28
110106	12/31/10	LANDSCP - Lago Poco Outparcl	723.22		723.22
010108	12/31/10	LANDSCP-Hadley GH & Security	230.61		230.61
010108A	12/31/10	LANDSCP-Hemingway Sec Fac	21.37		21.37
040109	12/31/10	LANDSCP - Lake Shre Cott NRC	72.50		72.50
100110	12/31/10	LANDSCP-Bonita@HemmingSec	22.50		22.50
100110	12/31/10	LANDSCP-Miona Shores Sec	22.50		22.50
21936	12/15/10	CR 466A	6,663.34		6,663.34
2701	12/21/10	UNIT 153	103,773.92		103,773.92
2690	12/21/10	UNIT 163	3,985.85		3,985.85
2693	12/21/10	ST JAMES NRC IRRIGATION	1,597.50		1,597.50
2702	12/21/10	FAIRWINDS VILLAS	66,253.47		66,253.47
2691	12/21/10	UNIT 170	3,985.85		3,985.85
21935	12/15/10	CR 139 POWELL RD	6,191.67		6,191.67
22139	12/23/10	ALONZO/AVENIDA	165.00		165.00
			-----		-----
			328,568.14		328,568.14



86617 DOWN TO EARTH LAWN CARE I

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

**The Villages**

The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162

83-1400/631  
 Citizens First Bank  
 1050 Lake Sumter Landing  
 The Villages, FL 32162

NO. 00517540

86617      DATE 01/07/11      AMOUNT \$\*\*\*328,568.14

PAY THREE HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED SIXTY EIGHT AND 14/100 \*\*\*\*\*

TO THE ORDER OF DOWN TO EARTH LAWN CARE II, INC.  
 P. O. BOX 738  
 TANGERINE FL 32777



BY  AUTHORIZED SIGNATURE

⑈00517540⑈ ⑆06311400⑆ 0010000008⑈

DOWN TO EARTH INC  
 P.O. BOX 738  
 TANGERINE, FL 32777



Landscape and  
 Irrigation Contractors

**Invoice**

Date	Invoice #
12/15/2010	21936

Bill To

COUNTY ROAD 466A  
 C/O MICHAEL PAPE & ASSOCIATES  
 2351 17TH ST  
 OCALA, FL 34471

Description	Terms	Project	
	Due on rec...	CR 466A	
	Qty	Rate	Amount
** COUNTY ROAD 466A **  ATTN: MIKE PAPE  MONTHLY MAINTENANCE SERVICE - DECEMBER  MAINTENANCE & GROW IN, HYDRETAIN APPLICATION, BED MAINTENANCE, FERTILIZATION, AND ANNUAL MULCH APPLICATION * INSTALLMENT 2 OF 12   1/3/11 OK Matthew SC903 1009	1	6,663.34	6,663.34
<b>Total</b>			\$6,663.34

# MPA

M I C H A E L P A P E & A S S O C I A T E S , P A  
L A N D P L A N N I N G • S I T E D E S I G N • L A N D S C A P E A R C H I T E C T U R E

## CERTIFICATE FOR PAYMENT

Date: 12/23/10  
Certificate No.: 2045.624-LS-3  
Project: CR 466A West - Florida Friendly Landscape  
Submitted To: Tommy McDonough  
Contractor: Down to Earth, Inc.  
P.O. Box 738  
Tangerine, FL 32777

This is to certify that payment will be due from the Owner and made payable to the Contractor, Down to Earth, Inc.

The status of account for this project is as follows:

Original contract sum .....	\$303,087.50
Net change by change orders .....	\$(11,182.75)
Contract sum to date.....	\$291,904.75
Total completed to date (Installation Phase).....	\$198,424.75
Total completed to date (Grow-In/Maintenance Phase).....	\$6,663.34
Total completed to date (2 <sup>nd</sup> Spring Watering Phase) .....	\$0.00
Retainage .....	\$0.00
Total earned less retainage .....	\$205,038.09
Less previous certificates for payment .....	\$198,424.75
This certificate .....	\$6,663.34

The undersigned Contractor certifies that (1) all previous Progress Payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Certificates for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Certificate for Payment will pass to Owner at time of Payment free and clear of all Liens, security interests and encumbrances; (3) all Work covered by this Certificate for Payment is in accordance with the Contract Documents and not defective; and (4) the current Payment requested herein is correct.

By: *Michael Pape*  
Title: VP  
Date: 12/23/10

In accordance with the provisions of the Contract and this Certificate for Payment, the undersigned certifies that the information shown hereon has been verified and that the Contractor is entitled to payment as shown subject to the terms of the Contract.

MICHAEL PAPE & ASSOCIATES, P.A.

*M. Pape*  
Project Administrator

12/27/10  
Date

2351 S.E. 17<sup>TH</sup> STREET  
OCALA, FLORIDA 34471

(352) 351-3500  
FAX: (352) 351-5894  
E-MAIL: mail@mpala.net

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum in the amount of \$6,663.34  
hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished  
through 12/22/2010 to Tommy McDonough/McDonough Development  
on the job of (owner of property) : The Villages

to the following property (job address): CR 466A West - Florida Friendly Landscape

This waiver and release does not cover any retention, labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor

Down to Earth Landscape  
Lienor's Name

P.O. Box 738, Tangerine, FL 32777  
Address

*Michael H Mosler*  
By

Michael H Mosler, Sr. - V.P.  
(Print Name - Title)

State of Florida  
County of Lake

The foregoing instrument was acknowledge before me this 23rd day of December 2010

By Michael H Mosler, Sr. as V.P.

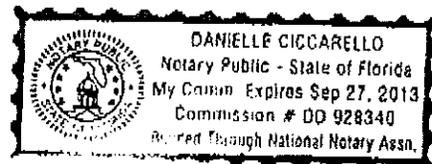
For Down To Earth, Inc

- Personally Known
- Provided the following identification

Notary: *Danielle Ciccarello*  
Danielle Ciccarello

Notary Seal:

My commission expires: September 27, 2013



The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162  
 352-753-6273

Stub 1 of 1  
 Check Date: 01/14/11

NO. 00517952

INVOICE NO.	INVOICE DATE	DESCRIPTION	GROSS	DISCOUNT	AMOUNT PAID
11910	12/01/10	CR 466 WEST	14,162.50		14,162.50
2667	12/01/10	CR 466A	700.00		700.00
21674	12/01/10	CR 139 POWELL RD	6,191.67		6,191.67
21794	12/01/10	CR 466A	6,663.34		6,663.34
2680	12/01/10	CR 466A PH 2	42,625.25		42,625.25
2699	12/21/10	PANERA BREAD	24,814.23		24,814.23
2685	12/21/10	VILLAGE INSURANCE/FIDELITY	7,481.56		7,481.56
			-----	-----	-----
			102,638.55		102,638.55

*Michael J. ...*

86617 DOWN TO EARTH LAWN CARE I

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

**The Villages**

The Villages of Lake-Sumter, Inc.  
 1020 Lake Sumter Landing  
 The Villages, FL 32162

63-1400/831  
 Citizens First Bank  
 1050 Lake Sumter Landing  
 The Villages, FL 32162

NO. 00517952

86617

01/14/11

AMOUNT  
 \$\*\*\*102,638.55

PAY ONE HUNDRED TWO THOUSAND SIX HUNDRED THIRTY EIGHT AND 55/100 \*\*\*\*\*

TO THE ORDER OF DOWN TO EARTH LAWN CARE II, INC.  
 P.O. BOX 738  
 TANGERINE FL 32777



BY *H. ...*  
 AUTHORIZED SIGNATURE

⑈00517952⑈ ⑆06311400⑆ 0010000008⑈

DOWN TO EARTH INC  
P.O. BOX 738  
TANGERINE, FL 32777



### Invoice

Date	Invoice #
11/15/2010	21794

**Bill To**

COUNTY ROAD 466A  
C/O MICHAEL PAPE & ASSOCIATES  
2351 17TH ST  
OCALA, FL 34471

Description	Terms	Project	
	Due on rec...	CR 466A	
	Quantity	Rate	Amount
<p>** COUNTY ROAD 466A **</p> <p>ATTN: MIKE PAPE</p> <p>MONTHLY MAINTENANCE SERVICE - <u>NOVEMBER</u></p> <p>MAINTENANCE &amp; GROW IN, HYDRETAIN APPLICATION, BED MAINTENANCE, FERTILIZATION, AND ANNUAL MULCH APPLICATION</p> <p>* INSTALLMENT 1 OF 12</p> <p style="text-align: center;">11/7/11 OK Mathew SC 9031009</p>	1	6,663.34	6,663.34
<b>Total</b>			<b>\$6,663.34</b>

# MPA

M I C H A E L P A P E & A S S O C I A T E S , P A  
L A N D P L A N N I N G • S I T E D E S I G N • L A N D S C A P E A R C H I T E C T U R E

## CERTIFICATE FOR PAYMENT

Date: 1/4/11  
Certificate No.: 2045.624-LS-5  
Project: CR 466A West - Florida Friendly Landscape  
Submitted To: Tommy McDonough  
Contractor: Down to Earth, Inc.  
P.O. Box 738  
Tangerine, FL 32777

This is to certify that payment will be due from the Owner and made payable to the Contractor,  
Down to Earth, Inc.

The status of account for this project is as follows:

Original contract sum .....	\$303,087.50
Net change by change orders .....	\$(10,482.75)
Contract sum to date .....	\$292,604.75
Total completed to date (Installation Phase).....	\$199,124.75
Total completed to date (Grow-In/Maintenance Phase).....	\$13,326.68
Total completed to date (2 <sup>nd</sup> Spring Watering Phase).....	\$0.00
Retainage .....	\$0.00
Total earned less retainage.....	\$212,451.43
Less previous certificates for payment .....	\$205,788.09
<b>This certificate .....</b>	<b>\$6,663.34</b>

The undersigned Contractor certifies that (1) all previous Progress Payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Certificates for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Certificate for Payment will pass to Owner at time of Payment free and clear of all Liens, security interests and encumbrances; (3) all Work covered by this Certificate for Payment is in accordance with the Contract Documents and not defective; and (4) the current Payment requested herein is correct.

By: Michael Pape  
Title: VP  
Date: 1/4/11

In accordance with the provisions of the Contract and this Certificate for Payment, the undersigned certifies that the information shown hereon has been verified and that the Contractor is entitled to payment as shown subject to the terms of the Contract.

MICHAEL PAPE & ASSOCIATES, P.A.

Michael Pape  
Project Administrator

1/6/11  
Date

2351 S.E. 17<sup>TH</sup> STREET  
OCALA, FLORIDA 34471

(352) 351-3500  
FAX: (352) 351-5894  
E-MAIL: mail@mpala.net

## CONTRACT FOR CONSTRUCTION

THIS CONTRACT, entered into this 20th day of September, 2010 by and between

The Villages of Lake-Sumter, Inc.  
1020 Lake Sumter Landing  
The Villages, Florida 32162

hereinafter called the "Owner" and

Down to Earth, Inc.  
P.O. Box 738  
Tangerine, Florida 32777

hereinafter called the "Contractor"

WITNESSETH,

In consideration of the mutual covenants existing between the parties, and the further consideration specifically set forth herein, the parties agree as follows:

### ARTICLE I. STATEMENT OF WORK

The Contractor shall furnish materials, labor, equipment and services, and shall perform all work as shown on the Drawings and described in the Specifications prepared by Michael Pape & Associates, P.A., Landscape Architects for landscaping and the grow-in/maintenance requirements for CR 466A West (from The Villages to Powell Road). The referenced "grow-in/maintenance requirements" shall be as per the attached "Estimate."

### ARTICLE II. THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of the work called for under this Contract, in current funds, subject to additions and deductions, as provided in the statement of unit prices, and as hereinafter stated the sum of

Three Hundred Three Thousand Eighty Seven Dollars and 50/100 (\$303,087.50)

more or less; the final amount to be determined by the total work performed at the itemized unit prices included in the attached "Estimate."

### ARTICLE III. TIME OF COMPLETION

The Contractor agrees to begin work covered by this contract promptly upon Notice to Proceed, with on-site commencement, job conditions permitting, on or about Monday, September 20, 2010, and to complete the installation work fully, exclusive of maintenance, on Friday, October 29, 2010. Completion of the grow-in/maintenance period service shall be in accordance with the requirements of the attached "Estimate."

#### ARTICLE IV. PAYMENT FOR WORK

*The Contractor, upon submittal of requisitions, shall receive progress payments not to exceed 90% percent of the total contract price, such payment to be made on the basis of completed work upon certification by the Landscape Architect. The 10% percent withheld shall constitute the final payment which shall be made upon final approval by the Landscape Architect, Michael Pape & Associates, P.A. and the Owner. (See also Article VI, Special Conditions.)*

#### ARTICLE V. CONTRACT DOCUMENTS

*The Contract Documents shall consist of the following component parts: This Instrument, Supplementary General Conditions, Technical Specifications, Drawings, Exhibits, and Addenda. It is expressly agreed that this written instrument and the other documents set forth in this Article and attached hereto, and which are made a part hereof as fully as if they were set forth at length herein, embody the entire contract between the parties; and no verbal alternatives or variations shall be binding on the parties or create any obligations or liabilities not set forth or provided for herein.*

#### ARTICLE VI. GENERAL CONDITIONS

##### 1. *Drawings, Specifications and Related Data*

###### a. *Contract Documents*

*The Contract Documents shall include those enumerated in Article V above. The intent of the Contract Documents is that the Contractor shall furnish all labor, materials, equipment and services necessary for the completion of the proposed work. The Contract Documents shall be signed in three counterpart copies by the Owner and the Contractor and each signer shall retain a copy and the third copy shall be filed with the Landscape Architect.*

###### b. *Approvals*

*All samples, shop drawings or schedules required for approval shall be furnished by the Contractor as directed subject to approval by the Landscape Architect. The work shall be done in accordance with these approved items, and the Landscape Architect's drawings and specifications.*

c. *Surveys, Permits and Regulations*

*Unless otherwise specified, the Contractor shall furnish all surveys, at his expense. Permits, licenses, royalties and lien fees necessary for the prosecution of the work shall be secured and paid for by the Contractor.*

*Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless specified to achieve proper conformity.*

*The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations concerning the construction of the project as drawn and specified. If the Contractor finds that the Drawings and Specifications are at variance therewith, he shall immediately notify the Landscape Architect, who shall promptly make such changes as are necessary.*

d. *Existing Conditions*

*Existing conditions including surface features, soil boring data and any underground utilities shown on the plans and/or referred to in the specifications are for informational purposes only and shall not be deemed as part of the plans and specifications. It shall be the Contractor's obligation to verify and augment such information and data to fully satisfy himself as to the conditions under which the work will be done. The Contractor shall maintain in operating conditions all active utilities encountered in this construction. He shall contact all public utilities involved and have their representative locate their pipes, conduits, cables or other facilities before construction is started. The Owner and the Landscape Architect do not assume responsibility for location or disturbance of utilities or other existing features or conditions encountered on this project. Any replacement or relocation cost shall be the Contractor's responsibility, unless otherwise specified, excluding damage caused by others.*

2. *Owner, Contractor and Landscape Architect Relationship*

a. *Access to Work*

*It shall be the obligation of the Contractor to provide proper facilities to permit the Owner and his representative to observe the work during any stage of the construction.*

b. *Landscape Architect's Responsibility and Authority*

*All work shall be done subject to the approval of the Landscape Architect. All decisions as to the quality or acceptability of materials furnished, work performed, progress of the work, or the interpretation of drawings and specifications shall be made by the Landscape Architect. The determination of acceptable fulfillment of the Contract by the Contractor shall be made by the Landscape Architect subject to final approval by the Owner.*

*All claims of the Contractor or the Owner shall be made to the Landscape Architect for decision. All decisions of the Landscape Architect shall be made in writing within a reasonable time and shall be final except where time and/or financial considerations are involved, which shall be subject to arbitration.*

c. *Dispute Resolution*

*The venue for the enforcement, construction or interpretation of this agreement shall be the County or Circuit Court for Sumter County, Florida, depending on the jurisdictional limits, and all parties do hereby specifically waive any 'venue privilege' and/or 'diversity of citizenship privilege' which they have now, or may have in the future, in connection with this agreement, or its duties, obligations, or responsibilities or rights hereunder. The prevailing party in any litigation arising out of the enforcement, construction or interpretation of this agreement shall be entitled to recover from the losing party all costs and expenses, including reasonable attorney's fees, both at the trial and at the appellate level. The Contractor shall not cause a delay of the work during any dispute or resolution proceedings except by agreement with the Owner.*

d. *Separate Contracts*

*The Owner reserves the right to let other contracts in connection with the work under this contract. The Contractor shall provide reasonable access and opportunity for the other contractors to do their work and shall fit, connect and coordinate his work with theirs so as not to cause them or him any undue delay or impediment to the prompt and proper performance and completion of the work by each.*

e. *Owner's Right to do Work*

*The Owner, without prejudice to any other right or remedy he may have, shall have the right to prosecute the work in the event the Contractor fails to perform the work properly or fails to perform any provisions of the contract. A prerequisite of such action by the Owner shall be three-days written notice to the Contractor. The amount charged the Contractor for*

*alleviating such deficiencies shall be approved by the Landscape Architect and may be deducted from payments then or thereafter due the Contractor, however, amounts charged for plants and related material shall not exceed the unit prices bid with this Contract.*

*f. Owner's Right to Terminate Contract*

*In the event of any default by the Contractor, the Owner, without prejudice to any other right or remedy he may have, shall have the right to terminate the employment of the Contractor after giving the Contractor written notice. It shall be considered default by the Contractor whenever he shall:*

- 1. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.*
- 2. Violate or disregard important provisions of the Contract or instructions from the Landscape Architect.*
- 3. Fail to prosecute the work according to the agreed Schedule of Completion, including amendments and/or modifications thereof.*
- 4. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or failure to make prompt payment thereof.*

*Upon termination, the Owner may take possession of the premises and of all the materials thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. In case the statement of accounts shows that the cost to complete the work including compensation for additional landscape architectural, managerial, and administrative services, is less than that which would have been the cost to the Owner had the work been completed by the Contractor under the terms of the Contract, the excess shall be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay to the Owner the difference.*

*g. Contractor's Right to Stop Work or Terminate Contract*

*Upon the occurrence of any of the situations enumerated hereunder, the Contractor shall have the right to terminate the contract and recover from the Owner payment for all work executed including any proven loss sustained upon any equipment or materials and reasonable profit and damages, provided that seven-days written notice is given to the Owner and the Landscape Architect:*

- 1. If the work should be stopped under order of any court or other public authority for a period of thirty days through no fault of the Contractor or of anyone employed by him.*

2. *If the Owner should fail to pay the Contractor within twenty days after the Landscape Architect has issued a Certificate for Payment or a Board of Arbitration has made an award.*

**h. Correction of Work**

*All work and materials condemned by the Landscape Architect as failing to comply with the Contract Documents shall be promptly removed, replaced, and/or re-executed by the Contractor to bring it into compliance with the requirements. This shall be done at the expense of the Contractor without cost to the Owner and shall include making good all work of other contractors destroyed or damaged by such removal or replacement.*

**i. Liens**

1. *Beginning with the payment request for work installed during the second month and with each subsequent payment request, original, notarized partial lien releases shall be submitted for services/materials rendered up to the 20th of the previous month.*
2. *Before final payment is made, the Contractor shall furnish the Owner with a full set of releases of liens signed by all subcontractors and material suppliers associated in any way with the work. These lien releases shall be accompanied by a notarized affidavit (sworn statement) to the effect that all claims of any character pertaining to the performance of the Contract, including subcontractors, material suppliers and labor have been paid in full and that the acceptance of final payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the Contract. (See also Section 6 - Special Conditions of Contract.)*
3. *The forms that shall be used for the releases of lien and the final affidavit are attachments to this Contract.*

**3. Insurance and Protection**

*The Contractor shall secure and maintain insurance coverage, in the amounts required and/or stipulated under Section 6 of this Article, protecting him from claims under Workmen's Compensation and Employer's Liability Insurance as required by law; Public Liability, Bodily Injury including death, and Property Damage which may arise in the course of carrying out the work under this contract. Certificates of such insurance shall be filed with the Owner and the Landscape Architect before commencing any of the work under this contract.*

*The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.*

*The Contractor shall hold harmless the Owner from and against any and all losses and/or claims brought or recovered against the Contractor or his subcontractors by reasons of any error, omission or act of the Contractor, his agents or employees in the execution of the work or the guarding of it.*

*The Owner may, at his own expense, obtain and maintain such insurance as will protect him from possible contingent liability to others for damages because of bodily injury or death, which may arise from operations under the contract, and any other liability for damages which the Contractor is required to insure against under provision of the Contract.*

**4. Progress and Completion of the Work**

**a. Schedule of Completion**

*Following the execution of the Contract by the Owner, the Contractor shall begin work upon notification by the Owner's representative, and shall prosecute the work regularly and without interruption, so as to complete the work within the time stated in Article III.*

**b. Changes in the Work**

*If and as the need arises, the Owner may order in writing changes and/or extra work without invalidating the Contract. At the time of ordering such changes, additions, deletions or modifications, the amount or method of compensation and any adjustment in the time of completion shall be determined and stipulated in writing.*

**c. Clean-up**

*The Contractor shall at all times keep the premises and public streets free from an accumulation of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his waste and excess material, rubbish and equipment so as to leave the work and the premises neat and clean and ready for the purpose for which they were intended.*

## 5. *Payments*

### a. *Method of Payment*

*Payments shall be made in accordance with Article IV. of the Contract. The payment of the final amount owed the Contractor shall constitute a waiver of all claims by the Owner except:*

1. *Claims arising from failure to comply with the plans and specifications.*
2. *Claims arising from faulty work or materials appearing after substantial completion.*
3. *Claims arising by virtue of any special guarantee specified in the Contract.*
4. *Claims of the Owner previously made against the Contractor but as yet unsettled.*

*The acceptance of the final payment by the Contractor shall constitute a waiver of all claims by the Contractor except: Claims previously made by the Contractor but as yet unsettled.*

*If the Owner should fail to pay the amount stated in any Certificate for Payment issued by the Landscape Architect or in any award by arbitration, the Contractor shall receive in addition to the amount certified interest thereon at the legal rate at the place of the work.*

### b. *Payment Withheld*

*Any part or the whole of any payment may be withheld by the Landscape Architect or Owner to the extent either deems necessary and reasonable to protect the Owner should the Landscape Architect discover evidence of:*

1. *Defective work not correct.*
2. *Claims filed against the Contractor.*
3. *Reasonable evidence indicating probable filing of claims against the Contractor.*
4. *Failure of the Contractor to make proper payments to subcontractors or for material or for labor.*
5. *A reasonable doubt that the Contract can be completed for the then unpaid balance.*

6. *Unsatisfied damage to another Contractor.*
7. *Unsatisfactory progress of the work by the Contractor.*

*When the above grounds are removed, the amount withheld because of them shall be paid to the Contractor, subject to and within the other terms of this Contract.*

6. *Special Conditions of the Contract:*

a. *Payment Procedures:*

1. *Payment requests shall be submitted to the Landscape Architect monthly on the 20th of the month, for work completed by the 20th of that month.*
2. *Payment requests shall conform to the attached format, per Exhibit "A", based on percentage of completion, subject to inspection and verification.*
3. *The Landscape Architects will require a minimum of 5 days to approve payment requests, and the Owner will issue payment by the 20<sup>th</sup> of the following month.*
4. *As draws will be approved on the basis of the Landscape Architect's certification of work in place, an inspection may be required; this is the basis for the time allowed for the Landscape Architect to process payment requests and issue a Certificate for Payment.*
5. *Retainage of 10% will be withheld on all payment amounts until at least 30 days after the date of final inspection and substantial completion. Retainage will be paid upon submittal by the Contractor of a payment request at the end of the 30-day retainage period, subject to all requirements of Section 7 below.*
6. *Upon submittal of any payment request by the Contractor, partial and/or final releases of lien for all services/materials rendered up to the date of the previous payment request, per Article VI, Section 2i, shall also be included prior to approval of the payment request by the Landscape Architect and Owner and issuance of payment by the Owner.*
7. *Additionally, the following items shall be submitted to the Landscape Architect prior to approval of the final payment request, including retainage:*

- a. *Satisfactory completion of the related inspection punchlist items.*
  - b. *Submittal of the required reproducible as-built plans of the irrigation system with all data required to be acceptable to the Landscape Architect.*
  - c. *Other warranty and operational documentation specified in the bid documents.*
  - d. *Final releases of lien and contractor's affidavit, per Article VI, Section 2i.*
- b. *Payment to Subcontractors and Suppliers:*
1. *The Contractor shall discharge debts to subcontractors and suppliers in a timely manner in order to preclude any inconvenience to the Owner caused by claims of liens resulting from nonpayment by the Contractor.*
  2. *The Owner reserves the right to backcharge the Contractor for any time and expense incurred by the Landscape Architect in dealing with matters resulting from the Contractor's failure to abide by this requirement, or by the Contractor's failure to secure and submit the required partial/final releases of lien.*
  3. *Additionally, the Owner reserves the right to backcharge the Contractor for legal fees or other related costs incurred under such conditions, and may seek compensation for damages resulting from the Contractor's failure to abide by these requirements.*
- c. *Liquidated Damages:*
- (Not Applicable)*

d. **Insurance Requirements:**

1. **Public Liability and Property Damage Insurance**

*The successful bidder must be properly licensed and must carry liability insurance with a company acceptable to the Owner with limits of not less than \$1,000,000 for one person and \$2,000,000 for more than one person in any one accident, and public property damage insurance with a minimum of \$1,000,000 for any one accident. An insurance certificate noting the Owner (by name) as an additional insured shall be submitted prior to initiating work.*

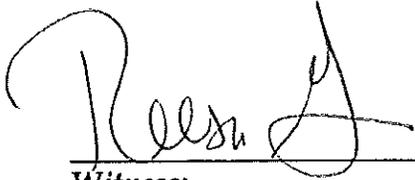
2. **Workers' Compensation Insurance**

*The Contractor shall procure and shall maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide employer's general liability insurance for the protection of such of his employees not otherwise protected under such provisions.*

3. **Contractor's and Subcontractor's Insurance**

*The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved. The Owner shall be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.*

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



Witness:

Witness:

FOR THE OWNER:

  
Signature

Tom McDonough  
Type or Print Name

V.P.  
Title

FOR THE CONTRACTOR:



Witness:

  
Witness:

  
Signature

Michael H. Mosler Sr.  
Type or Print Name

V.P.  
Title

## SUPPLEMENTARY GENERAL CONDITIONS

### A. APPLICABILITY

The Supplementary General Conditions are additional to the General Conditions in Article VI of the Contract. They outline additional details and further explain the General Conditions, and are a part of the Contract. Should a conflict or discrepancy arise between the General Conditions and the Supplementary General Conditions, the Supplementary General Conditions shall govern.

### B. CONTRACTOR'S RESPONSIBILITIES

1. The scope of work covered under this Contract includes generally: site preparation; finish grading; irrigation installation; and landscape installation.
2. The Contractor shall keep on the job at least one copy of all plans, specifications, addenda, job proposals, change orders, and other contract documents in a folder for use as reference. The job foreman shall have this information available for use at all times during the course of the work.
3. The Contractor shall be responsible for immediately notifying the Landscape Architect if any job conditions are encountered which would negatively affect the character of the finished work or its future performance, or that would in any way be to the detriment of job progress and completion. Such notifications may be verbal if time is of the essence, but in every case shall be documented in writing to the Landscape Architect within 24 hours. Any work done if such job conditions are encountered prior to notification of the Landscape Architect, and/or prior to any necessary changes which are authorized, will be done at the Contractor's risk.
4. The Contractor shall be responsible for direct coordination of his work with all other parties involved with the job (e.g., Owner's Representative, Building Contractor, Sitework Contractor, etc.) to ensure the proper scheduling and constructed relationship of the work.
5. The Contractor shall be responsible for all materials and all work as called for and as implied in the plans. Any schedules or lists of unit quantities accompanying the plans shall be used as a guide only; in the case of discrepancies between plans and such schedules or lists, the work as called for on the plans shall take precedence.
6. The Contractor shall be responsible continuously during the job for keeping accurate as-built data for the project, expressly to record the actual locations of underground work typically represented in the plans schematically (as for irrigation and lighting), and likewise to record significant changes from the plans in any of the installed work. As-built plans shall be submitted in accordance with the requirements stated in the technical specifications.
7. The Contractor shall be responsible for surveying any property lines, easements, or other boundaries if required to control the proper location of work within the project, unless otherwise specified in the plans.

8. The Contractor shall complete the List of Subcontractors and attach the form to the Bid Forms as part of the Contract Documents.
9. After Award of Contract and prior to commencing work, the Landscape Architect may require two complete sets of submittals to include, but not necessarily be limited to, specifications and cut sheets for the following:
  - a. Irrigation system components, including fittings and solvents.
  - b. Clear pictures or actual samples illustrating the size and quality of all plant material larger than 3 gallon. The source(s) of each shall also be specified.
  - c. Proposed herbicides, pesticides, etc., including manufacturer.
  - d. Soil amendments (e.g., pre-emergent herbicide, fertilizer and/or Plant Health Care products, mulch).

These documents shall be neatly bound and organized and will eventually become part of the Owner's Manual upon completion of work.

C. EXECUTION OF WORK

1. The Contractor shall have his labor crews and subcontractors controlled and directed by a foreman or supervisor(s) well-versed in reading plans and executing the work involved in order to complete installation rapidly and correctly. Evidence of satisfactory experience shall be provided upon request by the Landscape Architect prior to awarding the Contract.
2. Prior to completion of the work by the Contractor and the acceptance thereof by the Owner, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew, and make good at his own expense all damages caused by force or violence of the elements or any cause whatsoever, provided however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

D. PROTECTION OF PUBLIC AND PROPERTY

1. The Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to person or property which may occur as a result of his negligence in the execution of the work.
2. **The Contractor shall exercise care in digging and other work so as not to damage existing underground utilities.** The Contractor shall be responsible for determining the location of such underground improvements. Should overhead or underground obstructions be encountered which interfere significantly with the work, the Landscape Architect shall be consulted and the location of the subject portions of work will be adjusted as necessary. The Contractor shall be responsible for the immediate

repair of any damage caused by his work.

3. In case of failure on the part of the Contractor to repair such damage or injury, the Owner may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such damage as may be deemed necessary. If the Owner deems the repair to be an emergency, the Owner may immediately proceed to repair, rebuild, or otherwise restore such damage as may be deemed necessary without notification to the Contractor. In either event, the cost thereof may be deducted from any moneys due or which may become due the Contractor under the Contract.
4. The Contractor shall be responsible for maintenance of the project during construction and shall bear all risk of loss, theft, or damage to the project by any cause whatsoever during the term of construction.
5. For projects where applicable, the Contractor agrees to abide by the Wildlife Habitat Management Plan as approved by the Florida Game and Fresh Water Fish Commission. Copies will be furnished to the Contractor prior to commencement of work.
6. No fuels, oils or any type of petroleum product nor any hazardous substance shall be stored on the project or any other lands of the Owner.
7. Safety Regulations
  - a. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the Landscape Architect.
  - b. The Contractor shall be familiar and comply with all OSHA (Occupational Safety and Health Administration) requirements.
  - c. The Contractor is required to be familiar with all Federal and State safety rules and regulations. It shall be the sole responsibility of the Contractor to adhere to and enforce all such safety rules and regulations. The Owner shall be held harmless to any citations, fines, or suits of law, that may result as a breach of safety rules and regulations by the Contractor or any and all Subcontractors of the Contractor.

#### E. CHANGES IN THE WORK

1. Any changes or substitutions during installation of the work may not occur without authorization by the Landscape Architect.
2. All additional work performed by the Contractor pursuant to Change Orders submitted by the Owner, shall be completed at the unit prices set forth in the Plans and other Contract Documents. If the Owner submits a Change Order decreasing the scope of the work required under the Plans and other Contract Documents, the Contract Price shall be reduced at the rates set forth under the unit pricing. The Contractor understands that the quantities may be increased or diminished as provided in the

General Conditions without any way invalidating any of the unit or lump sum prices bid. The Owner reserves the right to submit Change Orders increasing or decreasing the bid quantities for any item, by an amount not to exceed one hundred percent (100%).

F. CLEAN-UP

1. The Contractor shall provide all necessary equipment and labor to keep the job site free from accumulations of scrap, debris, and waste materials caused by his work, employees, or subcontractors. A minimum of one daily inspection shall be conducted by the Contractor of areas within the limits of work to insure compliance. Storage or holding areas shall be inspected at least biweekly for accumulation of scrap, debris, and waste materials. Items not necessary for completion of the work shall be removed from the site.
2. Materials and equipment being stored or held shall be arranged in an orderly manner providing maximum access and protection of the material while not impeding drainage or traffic. All environmental and fire protection requirements shall be strictly maintained. Arrangement of stored or held items shall be inspected at least once a week to insure compliance.
3. Cleaning materials and equipment used shall be appropriate for the surface being cleaned as recommended by the manufacturer or as approved by the Landscape Architect and/or Owner.
4. In the event the Contractor fails to comply with these conditions, the Owner may, upon 24-hour notice, proceed to clean the site as deemed necessary by the Owner. All costs incurred by the Owner, including a 15% management fee, shall be deducted from the next payment due the Contractor.

G. PERMIT REQUIREMENTS

All work shall be installed in accordance with the regulations of the local, county, or other governing authorities. The Contractor shall be responsible for securing all necessary licenses and permits, and shall comply in all respects with local, state, and federal codes. Should any aspect of the bid documents contain any explicit discrepancy in respect to said regulations and codes, the Contractor shall be responsible for notifying the Landscape Architect upon review of these bid documents and prior to bidding the work, and failing to do so, shall otherwise be responsible for all measures necessary to insure compliance with said regulations and codes.

H. INSURANCE

1. Contractor's and Subcontractor's Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owners, nor shall the Contractor allow any subcontractor to commence work until similar insurance required of the subcontractor has been so obtained and approved. The Owner shall be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

2. Public Liability and Property Damage Insurance

The successful bidder must be properly licensed and must carry liability insurance with a company acceptable to the Owner with limits of not less than \$1,000,000 for one person and \$2,000,000 for more than one person in any one accident, and public property damage insurance with a minimum of \$1,000,000 for any one accident. An insurance certificate noting the owner by name per the Contract, as an additional insured shall be submitted prior to initiating work.

3. Workers' Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require each subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide employer's general liability insurance for the protection of his employees not otherwise protected under such provisions.

I. INDEMNIFICATION

1. The Contractor shall indemnify and hold harmless the Owner, Landscape Architect, their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. For ten dollars (\$10.00) acknowledged to be included and paid for in the Contract Price and other good and valuable consideration, the Contractor agrees to indemnify and hold harmless the Owner, Landscape Architect, their agents and employees in accordance with the provisions of this paragraph.
2. In any and all claims against the Owner or Landscape Architect or any of their agents or employees, by any employee of Contractor and Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph I.1. shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

J. TIME OF COMPLETION

1. The Contractor agrees to begin work covered by this contract promptly upon Notice to Proceed with on-site commencement on Monday, September 20, 2010, job conditions permitting, and to complete the installation work fully, exclusive of maintenance, on Friday, October 29, 2010. Completion of the grow-in/maintenance period service shall be in accordance with the requirements of the attached "Estimate."
2. The Contractor will be notified to commence work at such time that job conditions allow reasonable access and opportunity for work to begin and continue to completion. Should job conditions precipitate a delay in the start of the work under this contract, if a certain number of days is represented by dates or timeframes specified in Parag. 1 above, the same number of days shall be allowed for the work to be completed.
3. Adjustments to the time of completion may be granted due to circumstances or occurrences agreed to be beyond the Contractor's control, as determined by the Owner and/or the Landscape/Architect. Under no circumstances shall additional compensation for general conditions or extended mobilization be made to the Contractor for any time extensions applied to this contract, unless otherwise provided in the bid documents. Circumstances requiring complete demobilization and remobilization will be considered on a negotiable basis for such additional compensation, if agreed to in advance by the Owner.

K. FAILURE TO COMPLETE WORK ON TIME

1. Time is of the essence in these Contracts but it will be difficult or impossible to ascertain the exact amount of loss which the Owner will suffer by reason of delays in the completion of the work. It is, therefore, agreed that for each calendar day that any part of the work remains uncompleted after **midnight of the stipulated completion date for each Contract**, or for a portion of the work for which a time of completion is stipulated, plus any time extensions recommended by the Landscape Architect and approved by the Owner, the amount or amounts of money stated in these General Conditions shall be deducted as liquidated damages from any money due the Contractor. If no money is due the Contractor, the Owner shall have the right to recover said amount or amounts from the Contractor, from the Surety, or from both. This deduction is not a penalty but constitutes liquidated damages for the loss to the Owner because of the increase in expenses for administration, supervision and inspection, and loss of revenue resulting from the delay.
2. The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in this work, or for its nonperformance.
3. Nothing in this Article shall be construed as limiting the right of the Owner to annul the Contract, to take over the work, or to claim damages for the failure of the Contractor to abide by each and every one of the terms of these Contracts as set forth and provided for in the Contract Documents.

L. LIQUIDATED DAMAGES

(Not Applicable)

M. FINAL INSPECTION AND JOB CLOSEOUT PROCEDURES (Refer also to Section 2.2A, Part 3.R., and Section 2.2B, Part 3.R.)

1. From the date of Substantial Completion, as determined by the Landscape Architect, the Contractor shall have no more than seven (7) calendar days within which to schedule a Final Inspection with the Landscape Architect. The Contractor shall be responsible for attending the Final Inspection and duly noting all deficiencies identified. As-built drawings and other required closeout documents shall be delivered to the Landscape Architect before the final inspection will be scheduled. The Contractor shall then have **14 calendar days** to complete the final inspection punchlist items, including those detailed in the written punchlist, which will be issued by the Landscape Architect within seven (7) calendar days after the final inspection. The Contractor in no way shall be excused from correcting deficient work under the warranty stipulations of this Contract, if such deficient work were to escape initial detection and not be itemized in the punchlist.
2. Upon completion of the punchlist items, and prior to expiration of the 14-day period, the Contractor shall request a reinspection by the Landscape Architect. Should any work not be satisfactorily completed by the 14th day, as determined by reinspection, Liquidated Damages shall be assessed in the amount of \$200 per calendar day until all

Down To Earth Inc.  
 PO Box 738  
 Tangerine, FL 32777



# Estimate

Date 9/17/2010 Estimate # 3428

Customer

MICHAEL PAPE & ASSOCIATES  
 2351 17TH ST  
 OCALA, FL 34471

Project	
COUNTY ROAD 466A	

Description	Qty	Rate	Total
<b>***COUNTY ROAD 466A***</b>			
WE HEREBY PROPOSE TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE THE FOLLOWING WORK AS PER PLANS AND SPECIFICATIONS.			
INSTALLATION OF THE FOLLOWING:			
<b>*SITE PREP*</b>			
SITE PREPARATION (HERBICIDE AND FINISH GRADE)	1	2,700.00	2,700.00
SUB TOTAL			2,700.00
<b>*LANDSCAPE MATERIALS*</b>			
BLUE PACIFIC JUNIPER 3 GALLON	5,250	8.75	45,937.50
CRAPE MYRTLE STANDARD 'MUSKOGEE' 6' CT, 2" CAL 45 GALLON	15	425.00	6,375.00
CRAPE MYRTLE STANDARD 'NATCHEZ' 6' CT, 2" CAL 45 GALLON	15	425.00	6,375.00
DWARF WALTERS VIBURNUM 3 GALLON	1,006	9.00	9,054.00
DWARF YAUPON HOLLY 3 GALLON	1,315	8.75	11,506.25
LANTANA, DWARF YELLOW 1 GALLON	3,253	3.75	12,198.75
PERENNIAL PEANUT 1 GALLON	10,155	4.50	45,697.50
LIVE OAK 4"	33	425.00	14,025.00
SABAL PALM HURRICANE CUT, VARIOUS HEIGHTS PER PLAN	66	165.00	10,890.00
COONTIE 3 GALLON	1,284	16.50	21,186.00
PINE STRAW	2,375	5.50	13,062.50
BAHIA SOD SQUARE FEET	5,000	0.22	1,100.00
SUB TOTAL			197,407.50
<b>*TRAFFIC CONTROL*</b>			
TRAFFIC CONTROL	1	9,500.00	9,500.00
SUB TOTAL			9,500.00
<b>**MAINTENANCE &amp; GROW IN**</b>			
<b>*WATERING SCHEDULE*</b>			
FIRST 30 DAYS - EVERY OTHER DAY (15)			
NEXT 90 DAYS - TWICE WEEKLY (26)			
NEXT 245 DAYS - ONCE WEEKLY (35)			
SUGGESTED SUPPLEMENTAL - 2ND DAY PER WEEK IN MARCH, APRIL, & MAY 2011 (14)			
90 TOTAL DAYS (8HRS PER DAY @ \$65.00 PER HOUR)	90	520.00	46,800.00
2ND AND FOLLOWING SPRING TIME WATERING SUPPLEMENTAL SCHEDULE			
2 TIMES PER WEEK (MARCH, APRIL, AND MAY 2012)	26	520.00	13,520.00
****NOTE****COUNTY MUST PROVIDE 1.5" OR LARGER WATER CONNECTION NO MORE THAN 15 MINUTES FROM JOBSITE			

**Total**

Down To Earth Inc.  
 PO Box 738  
 Tangerine, FL 32777



# Estimate

Date 9/17/2010 Estimate # 3428

Customer

MICHAEL PAPE & ASSOCIATES  
 2351 17TH ST  
 OCALA, FL 34471

		Project	
		COUNTY ROAD 466A	
Description	Qty	Rate	Total
SUB TOTAL			60,320.00
*HYDRETAIN APPLICATION*			
HYDRETAIN APPLICATION COVERING 45,000 SQ/FT OF BED SPACE			
(1ST) APPLICATION AT TIME OF INSTALLATION	1	1,620.00	1,620.00
(2ND) APPLICATION EARLY SPRING 2012 DURING MAINTENANCE PERIOD	1	1,620.00	1,620.00
(3RD) APPLICATION PRIOR TO TURNOVER AT END OF GROW-IN PERIOD	1	1,620.00	1,620.00
SUB TOTAL			4,860.00
*BED MAINTENANCE*			
MAINTENANCE OF BEDS FOR 12 MONTHS	12	1,150.00	13,800.00
SUB TOTAL			13,800.00
*FERTILIZATION*			
APPLY 8/10/10 TO TREES AND 12-6-8 TO UNDERPLANTINGS TWICE ANNUALLY			
MARCH 2012 APPLICATION	1	2,850.00	2,850.00
OCTOBER 2012 APPLICATION	1	2,850.00	2,850.00
SUB TOTAL			5,700.00
*MULCH*			
REMULCH AFTER 12 MONTHS WITH PINE STRAW BALES	1,600	5.50	8,800.00
SUB TOTAL			8,800.00
<b>Total</b>			<b>\$303,087.50</b>