

**BOARD OF SUPERVISORS OF**  
**THE SAN CARLOS ESTAES WATER CONTROL DISTRICT**  
**TUESDAY NOVEMBER 19, 2019**

**6:00 P.M.**

**TOWNPLACE SUITES, 23161 VIA COCONUT POINT, ESTERO, FL 34135**

1. **Call Meeting to Order:** Judy Tapply (Judy) called the meeting to Order at 6:02 pm.
2. **Roll Call of the Board of Officers:** Present are Supervisors Judy, Ben Bogacz (Ben) and Don Barbera (Don); Engineer Bill Morris (Bill); Attorney Richard Pringle and Sec/Treas Julia Roberts (Julia); and 6 guests.
3. **Mowing Bids –** Judy turned the meeting over to Bill
  - 4 bid packages were received. (Copy of bid summary and bid packages attached.) The bid from Klopach Landscapes, LLC was deemed non-responsive since it was received after the bid closing date.
  - Miguel's Home and Commercial Services submitted a bid of \$100,000, Tony's custom the Lawn and Landscaping Service, Inc. submitted a bid of \$114,000 and the Elite Grading and Site Work, Inc., submitted a bid of \$138,000. Mr. Pringle advised that that the Board is not bound to accept the lowest bid but the lowest responsive bid.
  - Judy Tapply asked for public input; Mr. Klopach explained that due to personal situations he was unable to submit his bid in a timely manner.
  - A Motion was made by Ben and 2<sup>nd</sup> by Don to reject the Klopach Landscapes LLC bid as it was deemed nonresponsive since it was not received before the deadline. Motion passed 3-0. A Motion was made by Ben and 2<sup>nd</sup> by Don to accept the Tony's Custom and Landscaping Service, Inc. bid of \$114,000. Motion passed 3-0.
4. **Receive Engineer's Report on District Works:**
  - Maintenance Report – Correction from last month report there are 27 open permits with 3 new permits issued and 2 finalized permits.
  - 24676 Red Robin – No word back from the contractor regarding repair. Bill will have information to Board prior to the end of the year.
  - 24265 Mountain View – a final inspection was given to this property although there is a pipe in the culvert that is not permitted. Bill will follow up on this.
5. **Chairs Report:** Judy asked about the Stormwater charge on the Annual tax bill and how this was calculated. This will be covered within the City of Bonita Springs (City) interlocal agreement.
6. **Treasurer's Report:**
  - Julia has provided the Board with information regarding investment opportunities with Florida Prime which is an investment opportunity available to Florida Government agencies. The current money market with SunTrust 2.25% interest will end on 11/21/19 and Julia has checked into options to open transfer funds to a CD which has a higher rate of return than current money market options.
7. **Comments from Guests:** No comments.
8. **Old, New and Unfinished Business:**

- Kozak Litigation – No update.
- Cameras – the new cameras have been installed and are working.
- Strike/Luci – all repairs have been completed.
- Sunny/Strike Survey – survey is completed. The result of the survey revealed minor irregularities with the drainage and the issues will be addressed during annual maintenance.
- District Agreements with Utilities – Mr. Pringle is in contact with FPL and Comcast and waiting on responses from each utility.
- Interlocal with the City – a meeting with the City staff, Mr. Pringle and Bill was held 11/4/19. There were 4 key issues addressed; a) there is a City sidewalk plan but the District will not be included in this program, b) the City and District agreed to leave the current Driveway permitting process in place, c) the District will continue to work with City Code enforcement. The District will have jurisdiction for all areas with the District right of way and the City will jurisdiction over all property outside of the District right of way; d) Mr. Pringle told the City attorney that the position of the District is that since the District has its own stormwater system that properties should not have to participate in the new City Stormwater Assessment. The City will take this into consideration when calculating the assessment in the upcoming year.
- Contracts – Mr. Pringle will prepare a Contract for Gerald’s Tree Service which will continue the service he is now doing for the District. Mr. Pringle will research the Florida Statutes regarding the need to put the Auditor contract out for bid.
- A Motion was made by Ben and 2<sup>nd</sup> by Don to approve the transfer of \$400,000 to a Florida Prime account and authorize Judy to sign a Resolution with Julia authorized to make transaction and provide access for all Supervisors to view the website. Motion 3-0. A Motion was made by Ben and 2<sup>nd</sup> by Don to move \$300,000 from the SunTrust Money Market account into a CD not to exceed a 12-month term, which Julia will select when all information options have been received from banks. Motion passes 3-0.
- The State of Florida requested that the District agree to Subgrant Agreement Z0095 regarding reimbursement of funds from Hurricane Irma. A Motion was made by Ben and 2<sup>nd</sup> by Don to authorize Judy to sign this Subgrant Agreement. Motion passed 3-0. (Copy attached.)

**9. Next meeting date, 01/21/2020.**

10. **Approve October 2019 Bank Statement and Payment of Bills:** A Motion was made by Ben and 2<sup>nd</sup> by Don to approve the October Bank Statements and payment of bills. Motion passed 3-0.
11. **Approve Minutes of 10/15/19 Monthly Meeting:** A Motion was made by Ben and 2<sup>nd</sup> by Don to approve the 10/15/19 Monthly Meeting Minutes. Motion passed 3-0.
12. **Adjournment:** A Motion was made by Ben and 2<sup>nd</sup> by Don to adjourn the Monthly Meeting. Motion passed 3-0. Meeting adjourned at 7:28. P.M.



**From:** Bill Morris  
**Sent:** Monday, November 18, 2019 2:19 PM  
**To:** Judy Tapply  
**Cc:** Julia Roberts; Stephen VerVaecke; 'Richard Pringle'  
**Subject:** RE: mowing bids

Judy –

I couldn't recall whether we sent this information out the last time or not. In any event, I have compiled a summary below for your review.

This table shows the specific items from the bidders' responses to the advertisement.

BIDDER	BASE COST	SOD REPAIR COST	ADDITIONAL SERVICES COST	WAS BID ON SCEWCD FORM?	WAS BID SUBMITTED COMPLETE?	WAS BID ON TIME?
MIGUEL'S HOME AND COMMERCIAL SERVICES, LLC	\$100,000 / yr	\$0.65 / SF	\$35.00 / hr	Yes	Yes – missing one NPDES qualification response that can be obtained once contracted	Yes
TONY'S CUSTOM LAWN AND LANDSCAPING SERVICE, INC.	\$114,000 / yr	None provided	None provided	No – offering their own agreement	No – information not provided that should be verified prior to selection	Yes
ELITE GRADING & SITE WORK, INC.	\$138,000 / yr	\$0.75 / SF	None provided	Yes	No – information not provided that should be verified prior to selection	Yes
KLOPACK LANDSCAPES, INC.	\$81,600 / yr	None provided	None provided	No – offering their own agreement	No – information not provided that should be verified prior to selection	No* – received after closing specified on bid form

**EXHIBIT B - RESPONSE SHEET**

1. Name and contact information of responder:

Name: Don Hochen

Business Name: Elite Grading & Site Work, Inc

Address: 24066 Rodas Dr Bonita Springs, FL 34135

Telephone No.: 239-273-9942

Facsimile: \_\_\_\_\_

Email: elitebushhog@aol.com

License No. 1300276

2. Not to Exceed Annual Price: \$ 130,000.00

\_\_\_\_\_  
\_\_\_\_\_

Price for Bahia sod installation by square foot: .75 ¢ per sq. ft

\_\_\_\_\_  
\_\_\_\_\_

Price for additional services per instance: tbd

\_\_\_\_\_  
\_\_\_\_\_

3. Describe experience: We have been performing this work for the last year

\_\_\_\_\_  
\_\_\_\_\_

4. Describe suitability of equipment and staff: We have appropriate equipment & Staff

\_\_\_\_\_  
\_\_\_\_\_

5. Provide favorable recommendations from prior and/or existing clients:

- Past experience
- see original application

6. Do you have the following certifications:

- FDACS certification for application of pesticides or herbicides \_\_\_ Yes \_\_\_ No
- Certification through the Green Industry BMP Program for applicators of fertilizer  Yes \_\_\_ No
- FDEP Stormwater Illicit Discharge Certification \_\_\_ Yes \_\_\_ No

7. Describe additional licenses and certifications currently held by responder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Don R R#  
Signature  
Donald Lochen  
Print Name

10/31/2019  
Date

**EXHIBIT C**

THIS FORM IS TO BE COMPLETED AND RETURNED WITH THE RESPONSE

Sworn statement under Section 287.133(3)(a),  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the San Carlos Estates Water Control District by:

Donald Lochen owner  
(Printed individual's name and title)

Elite Grading & Site Work, Inc  
(Print name of entity submitting sworn statement)

whose business address is: 24066 Rockas Dr  
Bonita Springs, FL 34135

and (if applicable) whose Federal Employer Identification Number (FEIN) is: 46-1901883

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint-venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in §287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to bid on contracts for the provision of goods or services let by a public

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Please indicate which one statement applies)

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (Attach a copy of the final order).

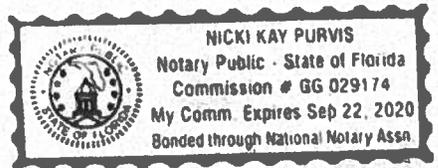
I understand that the submission of this form to the public entity identified in paragraph one above is for that public entity only, and that this form is valid through December 31 of the calendar year 2018. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two, of any change in the information contained in this form.

Donald Lechen  
(Signature)

STATE OF FL  
COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 31<sup>st</sup> day of October, 2019, by Donald Lechen [ ] individually or [X] as OWNER and on behalf of Elite Grading Services, Inc. a Florida Corporation [ ] who is personally known to me or [ ] who produced identification as

Nicki Kay Purvis  
SIGNATURE OF NOTARY PUBLIC  
Nicki Kay Purvis  
Name of Notary, Printed, Typed or Stamped  
My Commissioner Expires



**EXHIBIT D**  
**AFFIRMATIONS**

1. Neither the undersigned, nor any other person, firm or corporation named herein, nor anyone else, to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action by San Carlos Estates Water Control District for this response, and further, no San Carlos Estates Water Control District official or employee is directly interested in the outcome of this matter. This proposal is genuine and not collusive or a sham. The persons, firms, or corporations named herein have not colluded, conspired, connived or agreed directly or indirectly with any other responder or person, firm, or corporation, to put in a sham response, or to have any other person, firm or corporation refrain from responding. Further, the responder has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the price of said response or responses of any other responder, or to secure any advantage against San Carlos Estates Water Control District or any person, firm, or corporation.
2. The below signed responder agrees to comply with all applicable provisions as set forth in the Anti-Discrimination laws of this land.
3. The responder/undersigned agrees to voluntarily and fully comply with all of the requirements of this Request for Proposals and to hold harmless, defend and indemnify San Carlos Estates Water Control District, and its agents, from any losses, including attorney's fees, related or incurred as a result of the responder's failure to abide fully and comply with all of the requirements of this Request for Proposals and the responder's response.
4. The undersigned, who being first duly sworn, acknowledges and affirms that all the statements made in this response are true, correct and accurate and no false statements are made herein. The undersigned further acknowledges that he or she has full knowledge of Florida law regarding sworn statements and the penalties, including perjury, resulting from the making of any false statements or misrepresentations herein.

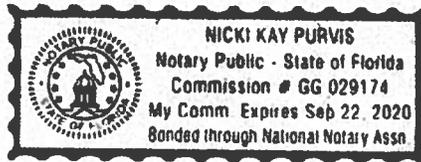
Donald Lochen  
Signature  
Donald Lochen  
Print Name

10/31/2019  
Date

STATE OF FL  
COUNTY OF Lee

THE FOREGOING instrument was sworn to, signed and acknowledged before me, this 31<sup>st</sup> day of October, 2019, by Donald Lochen, the owner of Elite Grading & Site Work, Inc. (responder), who is personally known to me or who produced \_\_\_\_\_ (type of identification and number) as identification.

Nicki Kay Purvis  
Notary Public  
Nicki Kay Purvis  
Print Name



## KLOPACK LANDSCAPES, INC.

November 1st , 2019

### **CONTRACT**

San Carlos Estates Water Control District

### **COMPANY OVERVIEW**

- 1) Klopac Landscapes has been a leading maintenance company for HOA, Commercial, and high end residential homes for over 10 years. David Klopac, the owner has been in the horticulture field his entire life starting at age 8, working for his brothers landscape company in Chicago, IL. He then moved to Naples to where he worked for various landscape companies before he started his own in 2008.
- 2) Our main priorities and goals in our company are Customer satisfaction, Communication, and Dedication. We strive with every employee to give 110 percent in everything we do, whether its in our tree division to our landscape division. We don't leave the job till the customer and David, the owner is completely satisfied.
- 3) Klopac Landscapes has 5 divisions
  - 1) Maintenance
  - 2) Tree Service
  - 3) Pest Control
  - 4) Irrigation
  - 5) Construction
- 4) Klopac Landscapes does only work with a small network of SubContractors.
- 5) Klopac Landscapes employees and all equipment, trucks, trailers are all labeled and uniformed in proper company attire.

## **REFERENCES**

1) Bentley Village

875 Retreat Dr

Naples, FL

Eric Zimmerman

239-777-8070

2) Stonebridge

8632 Lakefront Ct

Ft. Myers, FL

Richard Harvey

239-699-5258

3) New Approach Condos

1500 Popham Dr

Ft. Myers

Dave Glieco

614-619-5892

## **MAINTENANCE PROGRAM**

### **1. Maintenance Summary**

#### **1.1 District Rights of Way**

Roadsides along the paved roadways of the San Carlos Estates Water Control District boundaries included in this scope are listed as follows:

Strike Lane, Red Robin Dr., Rodas Dr., Dietz Dr., Claire Dr., Amarillo Dr., Rocky Rd., Mountain View Dr., Stillwell Pkwy., Golden Eagle Ln., Melanie Ln., Sunny Ln., Cock Robin Ln., Whip O Will Ln., Roger Dodger, St., Waterfall Ln., Luci Dr., Busy Bee Dr., Pinson Dr., Papillion Dr., Catskill Dr., Tuck Dr., Bonita Bill St., and Moriah Ln.

Unpaved roads included in this scope are listed as follows:

Moriah Ln., Bonita Bill St. and Tuck Drive

#### **1.2 Mowing/Maintenance**

Mow all turf areas, from the edge of pavement to the top of bank on the back slope of the swales which includes the full width of right of way vegetation within roadsides and medians, to a height of between 4 inches and 6 inches. Mower blades shall be kept sharp at all times during mowing/maintenance. Areas that have standing water are to be mowed above the surface of the water only. The Contractor will not be required to remove grass cuttings from turf areas as long as cuttings are dispersed evenly enough to prevent clumping. Debris and clippings shall not be left on road pavement, gutters, or curbs. Neither shall such materials be deposited within any waterway or inlet. Clippings will not be left by Contractor in such a manner where clippings will be able to wash, blow, or otherwise be transported by natural means to a waterway or inlet or prevent the normal operation of the stormwater management system at any time. Each work area shall be completely edged and trimmed each mowing/maintenance cycle. Turf mowing/maintenance shall be conducted in such a manner as to not damage existing District property, facilities, or structures. Mowing/maintenance shall include the bottom of the two retention ponds on the north side of Strike Lane two times a year. Clippings shall not be directed or deposited into any inlet or waterway.

#### **1.3 Edging and Trimming**

Edging and trimming shall be performed in concurrence with each mowing/maintenance cycle and completed in the same areas required to be mowed. Curbs and gutters shall be mechanically edged. Grass or weeds growing through cracks, joints, or breaks shall be trimmed mechanically. Curbs, gutters, and all

pavements shall be swept or blown free from all loose grass, weeds, or other vegetation. As required to ensure a maintained appearance, such debris shall not be directed towards any inlet or waterway. Line trimmers may be used around trees, telephone poles, fire hydrants, sign posts, railings, culvert ends, and any other such object within the work area. Edging and trimming shall be conducted in such a manner as to not damage existing District property, facilities, structures or plants.

#### **1.4 Trash, Litter, Debris**

Immediately prior to mowing/maintenance operations, the Contractor shall remove all litter, waste materials, rubbish and vegetative debris greater than 1/4 inch in diameter within the project area. All litter, waste materials, rubbish and debris shall be removed and properly disposed offsite in conformance with any and all applicable Laws and Regulations. Copies of the records and receipts for the disposal of the litter, waste materials, rubbish and debris shall be supplied to the District by the Contractor for accountability with District permits. Large, heavy, dangerous, or hazardous items beyond the ability of the Contractor to safely and legally remove from the project site, shall be reported to the District and the appropriate authorities immediately (if applicable).

In addition, Contractor will:

- a. Remove silt and debris from in and around all stormwater drains and driveway culverts when encountered. Such materials shall not be disposed of within waterways or into pipes or inlets;
- b. Remove grass that may clog culvert pipes;
- c. Provide four trash pickups during the dry season upon 15-day notice;
- d. Report any suspected driveway pipe collapse to the District Engineer; and
- e. Report any illicit discharge as defined by the NPDES MS-4 Permit to the District Engineer upon discover

#### **1.5 Drainage Swale and Pond Inspection**

The Contractor shall visibly inspect the drainage system for standing water and indications of improper functioning after each heavy storm event, in excess of 2", but not more than once every 15 days. Structure inspections which are undertaken as a result of the visible inspection shall be recorded using the official stormwater inspection form provided by the District Engineer. During the course of drainage system inspections or other work in performance of this contract, if the Contractor notices by sight or smell, or otherwise suspects there is an illicit discharge (oils, greases, sanitary waste, paints, solvents, etc.) to the District's water management system, the Contractor shall immediately contact the District Engineer, Stephen Vervaecke (239) 337-3993; email: svervaecke@m-da.com,

and/or a District Officer. The District Engineer will assess whether the suspected discharge is illicit and take appropriate action as required by the NPDES Permit.

### **1.6 Turf Repair**

Contractor will at times encounter areas around the District where the turf (ground cover) has been disturbed to the extent that an area will become subject to erosion during rainfall events. In an effort to track and repair these areas so as to prevent them from becoming a maintenance problem for the District, the Contractor will note any area larger than approximately two (2) square feet in dimension during the mowing/maintenance intervals and provide a written request to the District Secretary for work approval which describes the location, size, and cost to level and install replacement sod in the disturbed area. Contractor shall provide a unit price for installing Bahia sod on a per square foot (SF) basis as part of their bid response which will be used for a 12-month period and will be reconsidered by the District at the time of renewal or rebid. The repairs will be conducted within 14 days of authorization of said repair by the District Secretary. Any questions related to the quantity of sod will be forwarded to the District Engineer who will determine, in their sole judgment, the appropriate quantity for installation payment.

#### **Frequency**

All turf areas of the roadside swales shall be mowed at a frequency as determined by the Contractor to maintain the swales in a satisfactory visual condition. At no time shall the height of the grass exceed 12 inches. All work shall be conducted during daylight hours, and not after 6:00 p.m.

### **VI. INSURANCE**

Klopack Landscapes, Inc. will provide needed insurance upon request.

### **VII. TERMINATION**

This is a 1 year contract starting \_\_\_\_\_, 2019. This contract may be terminated without cause by either Contractor or the Association upon 30 calendar days written notice to the other party.

**VIII. CONTRACT TERMS**

The cost of services at San Carlos Estates Swale Management will be **\$81,600 per year**

Total Monthly Price: **\$6,800.00**

Payment of the maintenance fee shall be received by Klopac Landscapes, Inc. no later than the 10th of the month following service. All payments shall be made payable to Klopac Landscapes, Inc. and mailed to 24542 Rodas Dr. Bonita Springs, FL 34135. Anything over the above contract must be approved by the property owner and permission granted.

The above specifications, terms and conditions are hereby accepted.

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

Date:

David M. Klopac, President

Klopac Landscapes, Inc.

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

Date:

Association Representative

Name printed: \_\_\_\_\_

**EXHIBIT B – RESPONSE/BID SHEET**

1. Name and contact information of responder:

Name: Miguel Angel Sanchez

Business Name: Miguel's Home And Commercial Services, LLC

Address: PO Box 366732 Bonita Springs, FL (Bus. Address)  
19150 Adams circle FT Myers FL 33967 (Phys. Address)

Telephone No.: 239-961-9004

Facsimile: \_\_\_\_\_

Email: miguelshomeservices@outlook.com

License No. \_\_\_\_\_

2. Not to Exceed Annual Price: \$100,000.<sup>00</sup>

\_\_\_\_\_  
\_\_\_\_\_

Price for Bahia sod installation by square foot: 65¢ per sq Ft.

\_\_\_\_\_  
\_\_\_\_\_

Price for additional services per instance: \$35<sup>00</sup> hr.

\_\_\_\_\_  
\_\_\_\_\_

3. Describe experience: I have over 5 years experience  
with mowing of San Carlos Estates when  
working for Clear Choice.

4. Describe suitability of equipment and staff: Staff will be

on site year round and street will be  
inspected by owner weekly. We have Zero-turn

mowers, weed-eaters, edgers, well maintained  
by Cutters Choice

5. Provide favorable recommendations from prior and/or existing clients:

Managers of Brookdale in Bonita Springs (Karen)  
James Black - realtor  
Vesta Property Service

6. Do you have the following certifications:

- FDACS certification for application of pesticides or herbicides \_\_\_ Yes  No
- Certification through the Green Industry BMP Program for applicators of fertilizer  Yes \_\_\_ No
- FDEP Stormwater Illicit Discharge Certification \_\_\_ Yes \_\_\_ No

7. Describe additional licenses and certifications currently held by responder:

Occupational License

Miguel Sanchez  
Signature  
Miguel Sanchez  
Print Name

11-5-19  
Date

## EXHIBIT C

THIS FORM IS TO BE COMPLETED AND RETURNED WITH THE RESPONSE

Sworn statement under Section 287.133(3)(a),  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the San Carlos Estates Water Control District by:

Miguel Sanchez, Owner  
(Printed individual's name and title)

Miguel's Home and Commercial Services, LLC  
(Print name of entity submitting sworn statement)

whose business address is: 18150 Adams Cir Ft Myers, FL 33916701  
PO Box 346732 Bonita Springs, FL 34136

and (if applicable) whose Federal Employer Identification Number (FEIN) is: 47-2431599

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint-venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which one statement applies).

NO Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

NO The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

NO The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (Attach a copy of the final order).

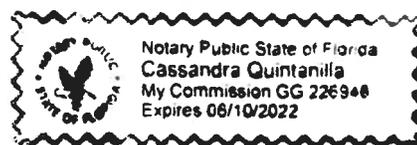
I understand that the submission of this form to the public entity identified in paragraph one above is for that public entity only, and that this form is valid through December 31 of the calendar year 2018. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two, of any change in the information contained in this form.

Miguel Sanchez  
(Signature)

STATE OF FL  
COUNTY OF Collier

SWORN TO AND SUBSCRIBED before me this 5<sup>th</sup> day of NOVEMBER, 2018, by Miguel Sanchez,  individually or  as N/A and on behalf of Cassandra Quintanilla, Florida FL Notary,  who is personally known to me or  who produced FL License as identification.

Cassandra Quintanilla  
SIGNATURE OF NOTARY PUBLIC  
Name of Notary, Printed, Typed or Stamped  
My Commissioner Expires: 6/10/22



**EXHIBIT D**  
**AFFIRMATIONS**

1. Neither the undersigned, nor any other person, firm or corporation named herein, nor anyone else, to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action by San Carlos Estates Water Control District for this response, and further, no San Carlos Estates Water Control District official or employee is directly interested in the outcome of this matter. This proposal is genuine and not collusive or a sham. The persons, firms, or corporations named herein have not colluded, conspired, connived or agreed directly or indirectly with any other responder or person, firm, or corporation, to put in a sham response, or to have any other person, firm or corporation refrain from responding. Further, the responder has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the price of said response or responses of any other responder, or to secure any advantage against San Carlos Estates Water Control District or any person, firm, or corporation.
2. The below signed responder agrees to comply with all applicable provisions as set forth in the Anti-Discrimination laws of this land.
3. The responder/undersigned agrees to voluntarily and fully comply with all of the requirements of this Request for Bids and to hold harmless, defend and indemnify San Carlos Estates Water Control District, and its agents, from any losses, including attorney's fees, related or incurred as a result of the responder's failure to abide fully and comply with all of the requirements of this Request for Bids and the responder's response.
4. The undersigned, who being first duly sworn, acknowledges and affirms that all the statements made in this response are true, correct and accurate and no false statements are made herein. The undersigned further acknowledges that he or she has full knowledge of Florida law regarding sworn statements and the penalties, including perjury, resulting from the making of any false statements or misrepresentations herein.

Miguel Sanchez  
Signature  
Miguel Sanchez  
Print Name

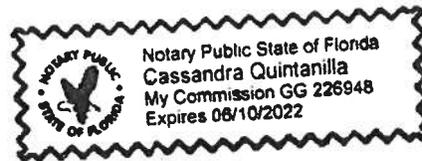
11/5/19  
Date

STATE OF FL  
COUNTY OF Collier

THE FOREGOING instrument was sworn to, signed and acknowledged before me, this 5th day of November, 2018, by Miguel Sanchez, the President of Miguel's home and Commercial Services, LLC (responder), who is personally known to me or who produced FL License (type of identification and number) as identification.

[Signature]  
Notary Public

Cassandra Quintanilla  
Print Name





Miguel's Home and Commercial Service, LLC  
Po Box 366732  
Bonita Springs, FL 34136  
239-961-9004  
[miguelshomeservices@outlook.com](mailto:miguelshomeservices@outlook.com)

## REFERENCES

Karen Blackwell  
Brookdale Senior Living at Bonita Springs  
[Karen.blackwell@brookdale.com](mailto:Karen.blackwell@brookdale.com)  
239-898-2535

Neal Sokolow  
Vesta Property Services  
[nsokolow@vestapropertyservices.com](mailto:nsokolow@vestapropertyservices.com)  
239-947-4552

James Black  
Realtor  
[ftmyershomez@gmail.com](mailto:ftmyershomez@gmail.com)  
239-223-4989

Greg Anderson  
HOA Manager at Collier's Reserve  
[manager@colliersreservehoa.com](mailto:manager@colliersreservehoa.com)  
941-889-9809



June 24, 2019

To Whom It May Concern:

I have had the pleasure of having Miguel's Home and Commercial Services, LLC work for me as one of my highly regarded vendors for several properties I manage for approximately 2 years. I have been consistently impressed with his attitude, pleasant nature, and how he takes great pride in his work.

One of the very first things I noticed was his honesty and how thorough he is in explaining the details of the work and the end result of the work he has done. He is the type of person that adds professionalism to our businesses.

Currently, I manage two properties and Miguel does our maintenance for our upscale commercial property and our Executive Suites property. He is very committed to his work and pays close attention to detail. He often does not need guidance or supervision, but willingly accepts it when offered. He also informs me of tasks that needs to be done, that are not part of his maintenance agreement or things I have overlooked, that improves the appearance of our buildings. He takes that extra step to make sure our properties look pristine

I sincerely believe that Miguel would be an asset to any business. I would recommend him without any reservations.

Respectfully Submitted,

Janice Nelson

Bonita Executive Center  
8891 Brighton Lane  
Suite 103  
Bonita Springs, FL 34135  
239-498-2320  
[janice@bonitaexecutivecenter.com](mailto:janice@bonitaexecutivecenter.com)

Bonita Casa, LLC  
Piazza Di Bonita  
27180 Bay Landing Drive  
Bonita Springs, FL 34135  
239-498-2320

## Dwight D. Denison

26147 Saint Michael Lane, Bonita Springs, FL 34135 | 239-289-7235 | mndtech@comcast.net

Wednesday, May 15, 2019

Miguel's Home Services  
PO Box 366732  
Bonita Springs, FL 34136

Dear Miguel

Please accept this letter of recommendation for services rendered in the construction of our back-yard drainage system. It has been 3 years since you installed the project and it has performed flawlessly during that time. As I recall, your pricing was fair, work was completed to specifications, on time, and in a professional manner.

If anyone would like to come by and see the finished product, tell them to give me a call. I would highly recommend your services. Good Luck.

Sincerely,



Dwight D Denison

Attached are the specs for the original approved job.





**UF IFAS**  
UNIVERSITY of FLORIDA

# Certificate of Training Best Management Practices Florida Green Industries

GV37017-1

Certificate #

GV37017

Trainee ID #

The undersigned hereby acknowledges that

## Miguel A. Sanchez

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer

S. Brown

Instructor

7/24/2015

Date of Class

DFX Program Administrator

Not valid without seal

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
March 16, 2017

File No.  
LF256654

Expires  
March 15, 2021

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: **March 15, 2021**

MIGUEL ANGEL SANCHEZ  
P O BOX 366732  
BONITA SPRINGS, FL 34136

  
ADAM H. PUTNAM, COMMISSIONER



## Local Business Tax Receipt

Dear Business Owner:

Your 2019-2020 Lee County Local Business Tax Receipt is attached below for account number **1601372**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

**2019 - 2020**  
**LEE COUNTY LOCAL BUSINESS TAX RECEIPT**

**Account Number: 1601372**

**Account Expires: September 30, 2020**

**Location:**

18150 ADAMS CIR  
FT MYERS FL 33967

MIGUELS HOME AND COMMERCIAL SERVICES LLC  
SANCHEZ MIGUEL A  
PO BOX 366732  
BONITA SPRINGS FL 34136

May engage in the business of:

**PROFESSIONAL LANDSCAPING COMPANY**

The business and qualifier on this Business Tax Receipt is "REGISTERED"  
in compliance with ordinance 08-08.

**THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY**

Payment Information:

**PAID** 529823-33-3

09/09/2019 08:32 AM

\$50.00

Tony's Custom Lawn & Landscaping Service, Inc.

Francisco A. Domenech

25315 Moriah Lane

Bonita Springs FL 34135

[Tonyscustomlawn@yahoo.com](mailto:Tonyscustomlawn@yahoo.com)

239-489-5380

239-980-8050

October 22, 2019

San Carlos Estates Water Control District:

My name is Francisco A. Domenech. I am the owner of Tony's Custom Lawn/Landscaping Service, Inc. I have been in the landscaping service for over twenty-five years. I would like to take this opportunity to introduce myself. I have also attached a bid for the San Carlos Estate Water Control District in Bonita springs.

I have been in the landscape industry since I arrived in Fort Myers in 1976. I would personally be helping my crew to maintain the grounds of my community ( daily I can check on the community). We are a very detailed and conscientious lawn and landscaping company and we will treat you with honesty, dignity and respect.

We are looking forward to hearing from you. If you have any questions and or comments, please feel free to contact me. In advance thank you for your time.

Francisco A. Domenech

Owner

A handwritten signature in cursive script that reads "Tony".

**Contract for:  
San Carlos Estates Water District  
Bonita Springs FL**

**Association:** San Carlos Estates Water Control District

**Attn:** Board of Director's

**Landscape Service:** Tony's Custom Lawn and Landscaping Service, Inc.

**General:** Landscaping Service shall have all licenses and certifications required to perform duties describe in the statement of work and maintain adequate general liability insurance and workers compensation insurance. Employees will be dressed in uniform (green shirts & boots) during hours of operation:

**Mowing of property:** Turf shall be mowed once per week or as needed with a minimum of 46 cuts per year. Turf shall be maintained at a height of 4 to 5 inches to coincide with seasonal conditions. Sharpened mower blades will be used at all time to insure a clean and even cut. Clippings need not be bagged as long as no unsightly clumps remain:

**Edging:** Hard edging (driveways & roadways, etc.) will be performed as needed - using conventional edging equipment:

**Weed eater:** will be used where the tractor can't reach (near trees, sidewalks, etc.) using conventional weed eater and sometimes a push mower:

**Blowing off of paved area:** This is done after we have performed the mowing, string trimming and edging - To "clean up" debris. Also in the weeks that we do not mow property all paved areas will be blown off:

**Trash:** will be picked up as we mow in the swales and road side:

**Subdivision Entry way sign:** will also be included in all the services mentioned above.

**Extra services:** All extra services such as landscaping, transplanting, plant removal, and storm clean-up (Hurricanes etc.), sod replacement must be written and agreed upon and approved by the Board of Directors before beginning. These services will be performed as a separate charge outside the landscape contract to San Carlos Estates Water Control District.

**Workers Compensation and Insurance:**

Tony's Custom Lawn and Landscaping Service, Inc. will maintain workers' compensation and public liability insurance. A copy of such coverage will be supplied to the management company within thirty (30) days of their request.

Either party may cancel this agreement with just cause during the term of this agreement upon thirty (30) days written notice to the other party, provided the party receiving the notice has not corrected it's default with in the sixty (60) day period. Just cause is defined as the failure to comply with the terms and conditions of this agreement. If the agreement is terminated before the full contract term, this agreement will automatically revert to a pay-as performed basis and any amount owed to Tony's Custom Lawn and Landscaping Service will become immediately due and payable. If written cancellation is not received 30 days prior to expiration by either party, this contract shall automatically renew based on successive one year period.

After careful consideration we have determined the annual fee for the mowing-swailes maintenance to be \$9500.00 per month for 1 year. The service will start on \_\_\_\_\_ . In advance we thank you for your time and because you are our priority we treat you with honesty, dignity and respect.

**Contract Authorization:**

Tony's Custom Lawn and Landscaping Service, Inc. will commence with the receipt of copy of this contract signed by the property manager/person in authorization. Other services will be performed only with the receipt of written formal order by the management company/person (s) in authorization.

\_\_\_\_\_  
San Carlos Estates Water District

*Francisco A. Domínguez*

\_\_\_\_\_  
Tony's Custom Lawn/Landscaping  
Authorized Signature

Date \_\_\_\_\_

Date 10/22/19

Title \_\_\_\_\_

Title Owner

October 2019

Tony's Custom Lawn and Landscaping Service, Inc.  
Francisco A. Domenech  
25315 Moriah Lane  
Bonita Springs, Florida 34135  
239-498-5380  
239-980-8050

Referral List

Mrs. Chris Peterson  
27470 Hickory Blve  
Bonita Springs FL  
239-498-6661  
1-248-310-6310

Cindy Conner  
San Mirage Condo Assoc.  
239-287-9542

Dr. Ronald Clearfield  
25110 Ridge Oak Drive  
Bonita Springs FL 34134  
239-992-9829

Dr. Douglas A. Merlo  
23841 Tuscany Way  
Bonita Springs FL 34134  
239-229-4646

Mary McVay  
3720 Bay Creek  
Bonita Springs FL 34134  
239-495-7223

Mr. Ron Sabatino  
3611 Bay Creek  
Bonita Spring FL 34134  
1-614-561-1046

(2019)



## Local Business Tax Receipt

Souped  
TCL Business  
License 2019-2020

Dear Business Owner:

Your 2019-2020 Lee County Local Business Tax Receipt is attached below for account number **0104210**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2019 - 2020  
**LEE COUNTY LOCAL BUSINESS TAX RECEIPT**

**Account Number: 0104210**

**Account Expires: September 30, 2020**

**Location:**

25315 MORIAH LN  
BONITA SPRINGS FL 34135

TONYS CUSTOM LAWN LANDSCAPING SERV INC  
DOMENECH FRANCISCO  
25315 MORIAH LN  
BONITA SPRINGS FL 34135

May engage in the business of:

**PROFESSIONAL LANDSCAPING COMPANY**

The business and qualifier on this Business Tax Receipt is "REGISTERED"  
in compliance with ordinance 08-08.

**THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY**

Payment Information:

**PAID** 531842-21-2

09/26/19 02:39:10 PM

\$50.00

**MODIFICATION # Z0095-2 TO SUBGRANT AGREEMENT  
BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND  
SAN CARLOS ESTATES WATER CONTROL DISTRICT**

---

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division") and San Carlos Estates Water Control District

---

("Sub-Recipient"), to modify Contract Number Z0095, which began on 2017/09/04 ("the Original Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Original Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the Public Assistance Program, including the payment of the original amount of the first obligated project worksheet; and,

WHEREAS, when the Sub-Recipient desires to request funds from subsequently obligated project worksheets, the Sub-Recipient must modify the Original Agreement to include the additional funding; and,

WHEREAS, these Subgrant Agreement Modifications are performed through a fully executed Amendment to the Original Agreement; and,

WHEREAS, these Modifications unnecessarily delay the reimbursement process; and,

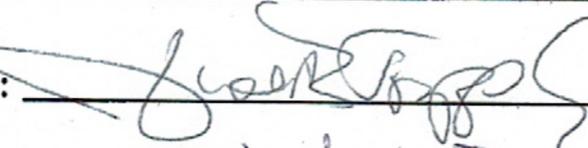
WHEREAS, the Subgrant Agreements executed for Hurricane Irma (DR4337), are the only Subgrant Agreements that require these Subgrant Agreement Modifications.

NOW THEREFORE, in order to improve efficiency while keeping in compliance with State and Federal regulations the parties, in consideration of the mutual promises contained herein, agree as follows:

1. This Modification shall be the final amendment to the Original Agreement executed by the Sub-Recipient and the Division.
2. All subsequent project worksheets and project worksheet versions shall be incorporated into the Original Agreement upon obligation.
3. The Scope of Work, Attachment A to the Original Agreement, will continue to be updated to reflect Federal funding obligated and will continue to be incorporated herein by reference.
4. All previous provisions of the Original Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby amended to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
5. Section (C)(6), *Modifications*, of the Original Agreement, shall be amended to only read as,  
"Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement."
6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

In WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below,

**SUB-RECIPIENT:** San Carlos Estates Water Control District

By: 

Name and Title: Judith Tapply, President

Date: Nov. 19, 2019

**DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Jared Moskowitz, Director

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