SILVERADO Community Development District

November 29, 2022 BOARD OF SUPERVISORS REGULAR MEETING AGENDA

AGENDA LETTER

Silverado Community Development District OFFICE OF THE DISTRICT MANAGER 2300 Glades Road, Suite 410W•Boca Raton, Florida 33431 Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

November 22, 2022

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors Silverado Community Development District

Dear Board Members:

The Board of Supervisors of the Silverado Community Development District will hold a Regular Meeting on November 29, 2022, immediately following the adjournment of the Landowners' Meeting scheduled to commence at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Administration of Oath of Office to Newly Elected Supervisors [SEATS 1, 2 & 5] (the following will be provided in a separate package)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
- 4. Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
- 5. Acceptance of Resignation of Supervisor Ryan Zook **[SEAT 3]**, *Term Expires November* 2024
- 6. Consider Appointment to Fill Unexpired Term of Seat 3
 - Administration of Oath of Office to Newly Appointed Supervisor (to be provided in a separate package)

- 7. Acceptance of Resignation of Supervisor Andre Carmack [SEAT 4], Term Expires November 2024
- 8. Consider Appointment to Fill Unexpired Term of Seat 4
 - Administration of Oath of Office to Newly Appointed Supervisor (to be provided in a separate package)
- 9. Consideration of Resolution 2023-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Silverado Community Development District, and Providing for an Effective Date
- 10. Update: CDD Resident Feedback to District Management
 - A. Golf Carts/ATVs on Paved Roads
 - B. Pool Area
 - Furniture/Equipment Updates and Replacements
 - Rules/Signage
 - C. Street/No Entry Signage [Wagon Trail Street]
 - D. Holiday Decorations License Agreement
 - E. Community Events
- 11. Consideration of Tampa S.W.A.P., Invoices to Install Wildlife and No Trespassing Signs
 - A. Invoice #1 Hole Dig
 - B. Invoice #2 Hole Dig and Concrete
- 12. Consideration of Responses to RFP for Landscape and Irrigation Maintenance Services
 - A. RFP Package
 - B. Affidavit/Proof of Publication
 - C. Respondents
 - I. Juniper Landscaping
 - II. Landscape Maintenance Professionals, Inc.
 - III. Yellowstone Landscape
 - D. Ranking
 - E. Authorization to Award Contract
- 13. Discussion: Meeting Schedule Revisions

Board of Supervisors Silverado Community Development District November 29, 2022, Regular Meeting Agenda Page 3

- Consideration of Resolution 2023-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
- 14. Acceptance of Unaudited Financial Statements as of October 31, 2022
- Approval of August 26, 2022 Public Hearings and Regular Meeting Minutes 15.
- Staff Reports 16.
 - District Counsel: KE Law Group, PLLC Α.
 - Β. District Engineer: Stantec
 - C. **Operations Manager:** Access Management
 - **Consideration of Proposals** •
 - D. District Manager: Wrathell, Hunt & Associates, LLC
 - NEXT MEETING DATE: TBD
 - QUORUM CHECK 0

| Seat 1 | MICHAEL OZOROWSKY | IN-PERSON | PHONE | No |
|--------|-------------------|-----------|-------|------|
| SEAT 2 | Thaddeus Money | IN-PERSON | PHONE | No |
| SEAT 3 | | IN-PERSON | PHONE | No |
| Seat 4 | | IN-Person | PHONE | 🗌 No |
| Seat 5 | | IN-PERSON | Phone | No |

- 17. Board Members' Comments/Requests
- **Public Comments** 18.

19. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

:-----:

Sincerely. indy lerbone FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 801 901 3513 Į.....

Cindy Cerbone **District Manager**



RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Silverado Community Development District ("District") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Zephyrhills, Pasco County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 29, 2022, and the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT:

<u>Section 1.</u> The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

| SEAT | BOARD MEMBER | VOTES |
|------|--------------|-------|
| 1 | | |
| 2 | | |
| 5 | | |

<u>Section 2.</u> In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following term of office:

| SEAT | BOARD MEMBER | TERM OF OFFICE |
|------|--------------|----------------|
| 1 | | Year Term |
| 2 | | Year Term |
| 5 | | Year Term |

<u>Section 3.</u> This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 29TH DAY OF NOVEMBER, 2022.

Attest:

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors



NOTICE OF TENDER OF RESIGNATION

- To: Board of Supervisors Silverado Community Development District Attn: Cindy Cerbone, District Manager 2300 Glades Road, Suite 410W Boca Raton, FL 33431
- From: <u>Ryan Zook</u> Printed Name

Date: November 29, 2022

I hereby tender my resignation as a member of the Board of Supervisors of <u>Silverado</u> <u>Community Development District</u>. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors, effective immediately.

I certify that this Notice of Tender of Resignation has been executed by me and [___] faxed to 561-571-0013 or [__] scanned and electronically transmitted to gillyardd@whhassociates.com and agree that the executed fax or email copy shall be binding and enforceable as an original.

Type text here gnature



NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors Silverado Community Development District Attn: Cindy Cerbone, District Manager 2300 Glades Road, Suite 410W Boca Raton, FL 33431

From: <u>Andre Carmack</u> Printed Name

Date: November 29, 2022

I hereby tender my resignation as a member of the Board of Supervisors of <u>Silverado</u> <u>Community Development District</u>. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors, effective immediately.

I certify that this Notice of Tender of Resignation has been executed by me and [___] faxed to 561-571-0013 or [__] scanned and electronically transmitted to gillyardd@whhassociates.com and agree that the executed fax or email copy shall be binding and enforceable as an original.

Andre Carmack

Signature



RESOLUTION 2023-02

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Silverado Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Zephyrhills, Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT:

| | is appointed Chair |
|----------------|------------------------------------|
| | is appointed Vice Chair |
| Craig Wrathell | is appointed Secretary |
| | _ is appointed Assistant Secretary |
| | is appointed Assistant Secretary |
| | is appointed Assistant Secretary |
| Cindy Cerbone | _ is appointed Assistant Secretary |
| Jamie Sanchez | _ is appointed Assistant Secretary |

1. **DISTRICT OFFICERS.** The District officers are as follows:

2. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

3. **EFFECTIVE DATE**. This Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 29TH DAY OF NOVEMBER, 2022.

ATTEST:

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

10D

Sample Community Development District

_____, 2022

Via Certified US Mail and E-Mail Sample Homeowners' Association, Inc. 123 ABC Drive City, Florida 00000

Re: Sample Community Development District - Holiday Decorations License Agreement

Dear Sample Homeowners' Association, Inc.:

The Sample Community Development District ("**District**" or "**Licensor**"), a special-purpose unit of local government created under Chapter 190 of the Florida Statutes, hereby grants a temporary license ("**License**") to Sample Homeowners' Association, Inc. ("**Licensee**"), for ingress and egress, and for the limited purpose of installing, maintaining, and removing holiday decorations onto the District owned property identified in the Exhibit A, attached hereto.

Licensee is permitted to install the holiday decorations beginning November ____, 2022, and Licensee is required to remove the holiday decorations by January ____, 2023, upon which date this License Agreement shall automatically terminate. All decorations must be removable, and Licensee shall return the District's property to the previous condition. Nothing may be nailed or stapled to District property, and no open flames are permitted on District property. The following are prohibited: profanity, obscenity, references to illegal activity, and political messages. The District reserves the right to require removal of any decorations which, in its sole discretion, are not appropriate for a family-oriented community display, and may terminate this License Agreement at any time and for any reason.

Licensee shall ensure the exercise of rights hereunder does not damage any property of the District or any third party's property, and, in the event of such damage, Licensee shall immediately repair the damage or compensate the District for such repairs, at the District's option. Licensee shall carry, and shall require that any of its Licensees doing work in connection with the License to carry, general liability insurance in the amount of at least \$1,000,000, automobile liability insurance in the amount of at least \$1,000,000, automobile liability insurance in the amount of at least \$1,000,000, automobile liability insurance in the District and its supervisors, staff, agents and representatives, and successors and assigns, shall be additional insureds under all such insurance. Licensee shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to installing any holiday decorations.

Nothing in this License shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute. Licensee shall indemnify, defend and hold harmless the District and its supervisors, staff, agents and representatives, and successors and assigns, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this License Agreement or the exercise of the privileges granted hereunder. This License Agreement and the provisions contained in this License Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be County, Florida. The prevailing party in any litigation to enforce the terms of this License Agreement shall be entitled to reasonable attorney's fees and costs.

Licensee understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Licensee acknowledges that the designated public records custodian for the District is Public Records Custodian ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Licensee shall A) keep and maintain public records required by the District to perform the service; B) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; C) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Licensee does not transfer the records to the Public Records Custodian of the District; and D) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Licensee, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (000) 000-0000 OR BY EMAIL AT NAME@EMAILADDRESS.COM, OR BY REGULAR MAIL AT MAILING ADDRESS.

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

District Manager

Enclosure

cc: District Counsel

<u>Exhibit A</u> District Property Subject to Temporary License Agreement

10E

| From: | Jamie Sanchez |
|--------------|---|
| То: | Francisco Alexander Jr |
| Cc: | Cindy Cerbone; Andrew Kantarzhi; Colette Fuller |
| Subject: | Silverado Community Events Checklist |
| Date: | Friday, October 28, 2022 2:46:00 PM |
| Attachments: | Rental Application - Silverado CDD.pdf |
| | image001.png |

Francisco,

Please see below checklist provided by District Counsel for Community events at Silverado. Attached is rental application as well.

Checklist for Community Events on District Property:

Please note, the information below is intended to provide guidance regarding private or planned events on District property but may not be comprehensive and additional information or documentation may be required.

- **Rental Application:** During regular hours, the clubhouse meeting room is available for private events, subject to availability and approval of request. The bar and seating area at the clubhouse may be rented for private events during non-regular hours, subject to availability and approval of the request. A requestor must submit the attached rental application no more than 4 months prior to the event and no later than 14 days prior to the event. Please take into consideration the Board's meeting schedule when submitting requests, as Board approval may be required.
 - All documentation required or requested needs to be reviewed by District Counsel before being placed on agenda for Boards approval.
 - Please note that the pool is not available for rental or planned events and shall not be used after dusk in any circumstances, including at an approved event held at the clubhouse after posted hours.
 - Currently, no other District property is available for rental or planned events. A request to utilize other District property may be considered on a case-by-case basis and would be subject to a License Agreement with the District and authorization by Board.
- License and/or Rental Agreement: A requesting entity will be provided a License and/or Rental Agreement, as applicable. The form of Agreement will be provided by District Counsel and must be approved by the District's Board of Supervisors in advance of the event.
- **Insurance Requirements:** Proof of liability insurance acceptable to the District is required. Specific insurance requirements may vary; however, the District, its staff, and consultants are to be named on these policies as an additional insured party.
 - **Alcohol:** Per the District's Recreational Facilities Rules & Policies, Patrons, Tenants, and their Guests are not permitted to bring, serve, or consume alcoholic beverages at the Recreational Facilities without the express written permission of the District, as authorized by the Board. If the Board approves a rental or planned event where alcohol is to be served, the event host will be required to hire a licensed and insured vendor of alcoholic beverages and must provide proof of this to the District staff prior to the event. Additional liability coverage will be required for all events that are approved to serve alcoholic beverages.
- Parking: Per the District's Recreational Facilities Rules & Policies, vehicles must be parked in

designated parking areas only. Vehicles must not be parked on grass lawns, in any way that blocks the flow of traffic, or in any way that limits the ability of emergency service workers to respond to situations. If overflow parking is requested for a large event, the District must expressly permit such variance.

Thank you,

Jamie

Jamie Sanchez District Manager E-Mail: sanchezj@whhassociates.com Wrathell, Hunt and Associates, LLC 2300 Glades Road #410W Boca Raton, FL 33431 Toll-free: (877)276-0889 Phone: (561)571-0010 ext. 135 Cell: (561)512-9027 Fax: (561)571-0013

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE <u>DO NOT</u> SEND A WIRE.

www.whhassociates.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.



RENTAL APPLICATION - Silverado Community Development District -

The Silverado Community Development District ("**District**") owns and operates certain properties and areas intended for recreational use, including a clubhouse, pool, splash area, and playground area ("Recreational Facilities"). In consideration for being allowed to use the Recreational Facilities, I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Recreational Facilities, and agree to indemnify, defend and hold harmless the District and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the "indemnitees") from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users, or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Recreational Facilities, unless such loss is solely the result of Indemnitees' gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

| Participant Name: | | |
|----------------------------|--|-------|
| Participant Signature: | | Date: |
| | (if Participant is 18 years of age or older) | |
| Parent/Guardian Name: | | |
| | (if Participant is a minor child) | |
| Parent/Guardian Signature: | | Date: |
| Address | (if Participant is a minor child) | |
| Address | | |
| | | |
| | | |
| Phone Number (home): | | |
| Phone Number (alternate): | | |
| Emergency Contact & Phone | Number | |

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 | https://www.silveradocdd.org/

RESIDENT – BAR & SEATING AREA RENTAL

Today's Date: ___/___/____

Event Date: ____/____

Resident Rental Hours Available (Up to 3 hours after pool closure)

TYPE OF EVENT: ______

MAXIMUM NUMBER OF PEOPLE ATTENDING:

RESIDENT NAME:______

RESIDENT ADDRESS: ______

RESIDENT PHONE NUMBER: ______ RESIDENT EMAIL: ______

RESPONSIBILITY FOR THE RENTAL AND ALL DAMAGES ARE THE LIABILITY OF THE RESIDENT

| CHECKS / MONEY ORDERS MUST BE WRITTEN TO: SILVERADO CDD | | | | |
|---|---------------------------|----------------------------|--------------------------|--|
| DEPOSIT: CHECK # | AMOUNT: | EMPLO | DYEE: | |
| RENTAL: CHECK # | AMOUNT: | EMPLO | DYEE: | |
| DRIVER'S LICENSE NUMBER: | | STAT | <u>E:</u> | |
| ***ALL NSF & CHECKS RETURNED FOR | ANY REASON WILL RESULT II | N ADDITIONAL FEE OF \$30.0 | 00 PER RETURNED CHECK*** | |
| | | | | |
| | | | | |
| FOR OFFICE USE ONLY: | | | | |
| WERE THERE DAMAGES / RENTAL I | SSUES? YES: | NO: | | |
| IF YES, DESCRIBE ISSUES: | | | | |
| | | | | |
| IF NO, DATE DEPOSIT CHECK REFUN REQUEST BY: | ND REQUESTED: | // | | |



INVOICE

Tampa S.W.A.P.

6205 Blossom Avenue Tampa, Florida 33614 United States

8135731370

| BILL TO Silverado CDD c/o Access | Invoice Number: | 1 |
|-------------------------------------|-------------------|------------------|
| Management 5322 Primrose Lake Cir, | P.O./S.O. Number: | 03 |
| Suite C Tampa, FL 33647 | Invoice Date: | November 9, 2022 |
| | Payment Due: | December 9, 2022 |
| | Amount Due (USD): | \$1,715.00 |

Pay Securely Online

| Items | Quantity | Price | Amount |
|---|----------|---------|------------|
| Signs Gator warning signs attached to post for in ground install. Post hole dig/Level/Complete. | 24 | \$35.00 | \$840.00 |
| Signs No trespassing signs attached to post for in ground install. Post hole dig/Level/Complete. | 24 | \$35.00 | \$840.00 |
| Sign No trespassing sign Pool area install. Mount/Level/Complete. | 1 | \$35.00 | \$35.00 |
| | | Total: | \$1,715.00 |

Amount Due (USD): \$1,715.00



Notes / Terms Basic in ground installation. No cement.





INVOICE

Tampa S.W.A.P.

6205 Blossom Avenue Tampa, Florida 33614 United States

DISCOVER

link.waveapps.com/cyww8z-d6v92u

VISA

8135731370

| BILL TO Silverado CDD c/o Access Management 5322 Primrose Lake Cir, Suite C Tampa, FL 33647 | Invoice Number: 2 |
|--|--------------------------------|
| | P.O./S.O. Number: 03 |
| | Invoice Date: November 9, 2022 |
| | Payment Due: December 9, 2022 |
| | Amount Due (USD): \$2,832.00 |
| | 🖬 Pay Securely Online |

| Services | Quantity | Rate | Amount |
|--|----------|-------------------|------------|
| Signs Gator warning signs attached to post for in ground install. Post hole dig/Level/Concrete/Complete. *Rate includes Materials + Labor | 24 | \$59.00 | \$1,416.00 |
| Signs No trespassing signs attached to post for in ground install. Post hole dig/Level/Concrete/Complete. *Rate includes Materials + Labor | 24 | \$59.00 | \$1,416.00 |
| | | Total: | \$2,832.00 |
| | | Amount Due (USD): | \$2,832.00 |
| | | Pay Securely Or | nline |

Notes / Terms Concrete install. Materials included. Labor included. *Recommended for Stability & Longevity.





PROJECT MANUAL

FOR

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

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LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Pasco County, Florida

Notice is hereby given that the Silverado Community Development District ("**District**") will accept proposals from qualified firms ("**Proposers**") interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to gillyardd@whhassociates.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than June 13, 2022 at 2:00 **(EST)** at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear "RESPONSE TO REQUEST FOR PROPOSALS (Silverado Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by sending an email to gillyardd@whhassociates.com, (561)571-0010.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Meredith Hammock at meredith@kelawgroup.com, Katie Ibarra at katie@kelawgroup.com Jamie Sanchez at sanchezj@whhassociates.com with a further copy to: Cindy Cerbone, cerbonec@whhassociates.com.

> Silverado Community Development District Cindy Cerbone, District Manager

Landscape & Irrigation Maintenance Services

Pasco County, Florida

Instructions to Proposers

1. **DUE DATE.** One (1) written sealed proposal ("**Proposals**") with a PDF file on a flash-drive must be received by interested parties ("**Proposer**") no later than June 13, 2022 at 2:00 p.m. (EST) at the offices of Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change:

| DATE | EVENT |
|--------------------------------|---|
| May 8, 2022 | RFP Notice is issued. |
| May 9, 2022 | RFP package available for download. |
| June 2, 2022 at 9:00 a.m. EST | Mandatory Pre-bid meeting at 6270 Silverado Ranch Blvd. |
| | Zephyrhills, FL 33541. |
| June 6, 2022 at 5:00 p.m. EST | Deadline for questions. |
| June 13, 2022 at 2:00 p.m. EST | Proposals submittal deadline. |
| June 13, 2022 at 2:15 p.m. EST | Bid opening. |

3. PRE-PROPOSAL MEETING. [RESERVED.]

4. **SIGNATURE ON PROPOSAL.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier's check in the amount of Twenty Five Thousand Dollars (\$25,000) with its Proposal ("**Proposal Guarantee**"). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed ninety (90) days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of

the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. PROJECT MANUAL. The "Project Manual," and any addenda thereto, will be available from the District Manager's office by sending an email to gillyardd@whhassociates.com.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Meredith Hammock at meredith@kelawgroup.com, Katie Ibarra at katie@kelawgroup.com and Jamie Sanchez at sanchezj@whhassociates.com with a further copy to cerbonec@whhassociates.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after June 6, 2022 at 5:00 PM (EST) will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) written proposal & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent

through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Silverado Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. **PROPOSAL FORMS.** All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.

G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

16. **INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, readvertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("Contractor") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112, Florida Statutes, will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. **REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be

construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual (i.e., by no later than May 12, 2022 5:00 PM (EST)), and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of such a decision. Such protests must be filed at: Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of One Hundred Thousand Dollars (\$100,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

EVALUATION CRITERIA

1. <u>Personnel & Equipment</u> (20 Points Possible) (____Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. <u>Experience</u> (25 Points Possible) (_____Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer which clearly distinguishes past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. <u>Understanding Scope of RFP</u> (15 Points Possible) (_____Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. <u>Financial Capacity</u> (5 Points Possible) (_____Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. <u>Price</u> (20 Points Possible) (____Points Awarded)

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by

the proposer's bid and is then multiplied by the number of points possible in this part of the Priceevaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). (210,000/265,000) x 20 = 15.85, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). (210,000/425,000) x 20 = 9.88, therefore, Contractor "C" will receive 9.88 of 20 points.

6. <u>Reasonableness of ALL Numbers</u> (15 Points Possible) (_____Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

Proposer's Total Score

(100 Points Possible) (____Points Awarded)

END

AFFIDAVIT REGARDING PROPOSAL

| STATE OF | |
|-----------|--|
| COUNTY OF | |

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ______ for _____ for _____ ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Silverado Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: ______.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (i.e., by no later than May 12 at 5:00 PM (EST)), the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

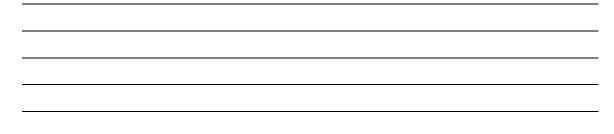
| Dated this | day of | , 2022. |
|---------------------------------|--------|--|
| | | |
| | | Proposer: |
| | | By: |
| | | Title: |
| STATE OF | | |
| COUNTY OF | | |
| | , 2022 | edged before me by means of physical presence or online notarization, by |
| is either personally known to r | | as identification. |
| | | NOTARY PUBLIC, STATE OF |
| (NOTARY SEAL) | | Name: |
| | | (Name of Notary Public, Printed, Stamped or Typed as Commissioned) |

PROPOSAL FORM PART I – GENERAL INFORMATION

| Proposer General Informa | ition: | | | |
|--------------------------|--------|--------|----------|---|
| Proposer Name | | | | _ |
| Street Address | | | | _ |
| P. O. Box (if any) | | | | |
| City | State | | Zip Code | |
| Telephone | | Fax no | | |
| 1st Contact Name | | | Title | |
| 2nd Contact Name | | | Title | |
| Parent Company Name (i | f any) | | | |
| Street Address | | | | _ |
| P. O. Box (if any) | | | | |
| City | State | | Zip Code | |
| Telephone | | Fax no | | |
| 1st Contact Name | | | Title | |
| 2nd Contact Name | | | Title | |

• Company Standing:

| Proposer's Corporate Form: | | |
|--------------------------------|------------------------------|---------------------------------------|
| (e.g., individual, cor | poration, partnership, limit | ted liability company, etc.) |
| In what State was the Propo | ser organized? | Date |
| Is the Proposer in good stan | ding with that State? Yes _ | No |
| If no, please exp | lain | |
| | | |
| do business in Florida? Yes | No | vision of Corporations and authorized |
| | | |
| What are the Proposer's cur | rent insurance limits? | |
| General Liability | \$ | |
| Automobile Liability | \$ | |
| Workers Compensation | \$ | |
| Expiration Date | | |
| Licansura - Plaasa list all as | plicable state and federal | licenses, and state whether such lice |
| are presently in good standi | • | |



PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

• List the location of the Proposer's office, which would perform work for the District.

| Street Address | | | | |
|--------------------|-------|--------|----------|--|
| P. O. Box (if any) | | | | |
| City | State | | Zip Code | |
| Telephone | | Fax no | | |
| 1st Contact Name | | | Title | |
| 2nd Contact Name | | | Title | |

• Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:

| Supervisors, who will be onsite days per week; |
|---|
| Technical personnel, who will be onsite days per; and |
| Laborers, who will be onsite days per week. |

- Officers and Supervisory Personnel Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.
- Technical Personnel Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ____ No ____ If yes, please provide the following information for each person (attach additional sheets if necessary):

| Name: | | | | |
|-----------------------------------|--|--|--|--|
| Position / Certifications: | | | | |
| Duties / Responsibilities: | | | | |
| % of Time to Be Dedicated to Th | % of Time to Be Dedicated to This Project:% | | | |
| | | | | |
| Please describe the person's role | e in other projects on behalf of the Proposer: | | | |
| Project Name/Location: | | | | |
| Contact: | Contact Phone: | | | |
| Project Type/Description: | | | | |
| | | | | |

| Duties / Responsibilities: | | |
|---------------------------------------|-------------------------|---|
| Dollar Amount of Contract: | | |
| Proposer's Scope of Services | for Project: | |
| | | |
| | | |
| | | |
| Dates Serviced: | | |
| | | |
| | ach subcontractor, plea | ny subcontractors in connection with the ase provide the following information (attach |
| Subcontractor Name | | |
| Street Address | | |
| P. O. Box (if any) | | |
| City | State | Zip Code |
| Telephone | Fa> | (no |
| 1st Contact Name | | Title |
| 2nd Contact Name | | Title |
| Proposed Duties / Responsibi | lities: | |
| · · · · · · · · · · · · · · · · · · · | | |
| | | |
| | | ojects on behalf of the Proposer: |
| Project Name/Location: | | |
| | | |
| Project Type/Description: | | |
| | | |
| Proposer's Scope of Services | ror project: | |
| | | |
| | | |

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Dates Serviced: _____

• Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:

• Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.

OFFICERS

PROPOSER: ______

DATE:_____

Provide the following information for key officers of the Proposer and parent company, if any.

| NAME | POSITION OR TITLE | RESPONSIBILITIES | INDIVIDUAL'S RESIDENCE CITY, STATE |
|------------------------------------|----------------------|------------------|---------------------------------------|
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| FOR PARENT COMPANY (if applicable) | | Γ | Ι |
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SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: _____

DATE:_____

| INDIVIDUAL'S NAME | PRESENT TITLE | JOB RESPONSIBILITIES | OFFICE LOCATION | % OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK | YEARS OF EXPERIENCE IN PRESENT POSITION | TOTAL YEARS OF RELATED EXPERIENCE |
|----------------------|------------------|----------------------|--------------------|--|--|---|
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COMPANY OWNED MAJOR EQUIPMENT TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: _____

DATE:_____

| I | | | |
|----------|--------------|----------------------------|------------------------------------|
| QUANTITY | DESCRIPTION* | # OF PROJECTS DEDICATED TO | STORAGE AND WORK SITE LOCATIONS |
| | | | |
| | | | |
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PROPOSAL FORM PART III – EXPERIENCE

• Has the Proposer performed work for a community development district previously? Yes ____ No ____ If yes, please provide the following information for each project (attach additional sheets if necessary):

| Project Name/Location: | | |
|--------------------------------|----------------|--|
| Contact: | Contact Phone: | |
| Project Type/Description: | | |
| Dollar Amount of Contract: | | |
| Scope of Services for Project: | | |
| | | |
| | | |
| | | |
| Dates Serviced: | | |

• List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

| 2021 = | | | |
|--------|--|--|--|
| 2020 = | | | |
| 2019 = | | | |

• Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

| Project Name/Locati | on: |
|------------------------|---|
| Contact: | Contact Phone: |
| Project Type/Descrip | otion: |
| | ntract: |
| How was the project | similar to this project? |
| | |
| | |
| Your Company's Det | ailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed |
| control, thatch remo | val, irrigation, etc.): |
| | |
| | |
| | |
| | |
| List of equipment us | ed on site: |
| | |
| List of subcontractor | rs used: |
| | |
| | |
| Is this a current cont | ract? Yes No |
| Duration of contract | : |

• (Information regarding similar projects – continued)

| Project Name/Location: | |
|--------------------------------|---|
| Contact: | Contact Phone: |
| Project Type/Description: | |
| | |
| How was the project similar | to this project? |
| | |
| | |
| | |
| Your Company's Detailed Sc | ope of Services for Project (i.e. fertilization, mowing, pest control, weed |
| control, thatch removal, irrig | gation, etc.): |
| | |
| | |
| | |
| | |
| List of equipment used on si | te: |
| | |
| | |
| List of subcontractors used: | |
| | |
| | |
| | |
| Is this a current contract? Y | es No |
| Duration of contract: | |

• (Information regarding similar projects – continued)

| Project Name/Location: | |
|------------------------------|--|
| Contact: | Contact Phone: |
| Project Type/Description: _ | |
| | |
| How was the project simila | r to this project? |
| | |
| | |
| | |
| Your Company's Detailed So | cope of Services for Project (i.e. fertilization, mowing, pest control, weed |
| control, thatch removal, irr | igation, etc.): |
| - | |
| | |
| | |
| | |
| List of equipment used on s | site: |
| | |
| | |
| List of subcontractors used | |
| | |
| | |
| | |
| Is this a current contract? | Yes NO |
| Duration of contract: | |

• (Information regarding similar projects – continued)

| Project Name/Locati | on: |
|------------------------|---|
| Contact: | Contact Phone: |
| Project Type/Descrip | otion: |
| Dollar Amount of Co | ntract: |
| How was the project | similar to this project? |
| | |
| | ailed Scope of Services for Project (i.e. fertilization, mowing, pest control, week |
| control, thatch remo | oval, irrigation, etc.): |
| | |
| | |
| | |
| List of equipment us | ed on site: |
| | |
| | rs used: |
| | |
| | |
| Is this a current cont | ract? Yes No |
| Duration of contract | : |

• Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):

| Project Name/Location: | | |
|---------------------------|-----------------|--|
| Contact: | _Contact Phone: | |
| Project Type/Description: | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Dates Serviced: | | |
| Reason for Termination: | | |
| | | |
| | | |
| | | |

• Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ____ No ____

| If yes, please describe each violation, fine, and resolution | |
|--|----------------------|
| What is the Proposer's current worker compensation rating? | |
| Has the Proposer experienced any worker injuries resulting in a worker losing working days as a result of the injury in the past five years? Yes No | g more than ten (10) |
| If yes, please describe each incident | |
| Please state whether or not the Proposer or any of its affiliates are presently proposing or contracting on any state, local, or federal contracts? Yes No If yes, please provide: The names of the entities | |
| The state(s) where barred or suspended | |
| The period(s) of debarment or suspension | |
| Also, please explain the basis for any bar or suspension: | |
| | |
| | |

• List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.

• List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.

PROPOSAL FORM PART IV PRICING

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

<u>PART 1</u>

| Gene | eral Landscape Maintenance | \$ | Yr |
|---------------|---|----------------------------|-------------------|
| - | Storm Cleanup \$/hr | | |
| - | Freeze Protection (description of ability) | | |
| \$ applica | _/application (Contractor to identify those plants susceptible to ation) | freeze and estimate | cost to cover per |
| - | Hand Watering | | |
| \$ | _/hr for employee with hand-held hose | | |
| \$ | _/hr for water truck/tanker | | |
| | These prices are informational only and NOT to be included in | <u>General Landscape I</u> | Maintenance Cost |

<u>PART 2</u>

 Fertilization
 (All labor and materials)
 \$_____Yr

 (Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

| | ST. AUGUSTINE (per specifications in Part 2) | | | | | |
|-------|--|--------------------------------------|--|----------------------|--|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| BAHIA (per specifications in Part 2) | | | | | |
|--------------------------------------|---------|--------------------------------------|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| | | | | | |
| | | | | | |
| | | | | | |

| | ZOYSIA (per specifications in Part 2) | | | | | |
|-------|---------------------------------------|--------------------------------------|--|-------------------------|--|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | CELEBRATION BERMUDA (per specifications in Part 2) | | | | | |
|-------|--|--|--|--|--|--|
| MONTH | FORMULA APPLICATION RATE TOTAL POUNDS CO (LBS. N/1000 SF) PRODUCT TO BE APPL APPLIED APPLIED APPLIED | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | ORNAMENTALS (per specifications in Part 2) | | | | |
|-------|--|--------------------------------------|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| | | | | | |
| | | | | | |
| | | | | | |

| | PALMS (per specifications in Part 2) | | | | | |
|-------|--------------------------------------|--|--|-------------------------|--|--|
| MONTH | FORMULA | APPLICATION RATE TOTAL POUNDS (1.5 LBS. /100 SF PALM PRODUCT TO BE CANOPY) APPLIED | | COST PER APPLICATION | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Please list any additional fertilization for those plant materials requiring specialized applications.

| | SPECIALTY PLANT MATERIALS | | | | |
|-------|---------------------------|--|--|-------------------------|--|
| MONTH | FORMULA | PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, Knockout Roses, etc.) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

<u> PART 3</u>

Pest Control (All labor and materials)

| \$ | Yr |
|--------------------------|------------------------|
| (If entire pesticide all | lowance is required) * |

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed <u>the month after</u> services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____ /Yr (based on quantities below) (OTC injections per specs - do not include in Grand Total)

| Palm Type | Palm Qty | # of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.) | Cost per Individual Inoculation (One Cartridge) | Total Cost per Year (4x per year) |
|-----------|----------|---|--|--------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services.

Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

<u>PART 4</u>

<u> PART 5</u>

| Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install: |
|---|
| CY Grade "A" Medium Pine Straw per specs for the first top-dressing at |
| \$/CY (October Application) |
| And |
| CY Grade "A" Medium Pine Straw per specs for the second top-dressing at \$/CY (April Application) |
| Installation of Grade "A" Medium Pine Straw \$ <u>/</u> Yr (This is the total cost if both topdressings are performed - <u>do not include in Grand Total</u>) |
| Each top-dressing shall leave all beds with a depth of 3" after compaction |
| The District reserves the right to subcontract any mulching event to an outside vendor |
| PART 6 |
| Annual Installation (All labor and materials) |
| Contractor shall install (4") annuals four (4) times per year <u>per specs</u> at the direction of the District at \$/annual. |
| \$/rotation |
| \$/Yr (based on four (4) rotations) (Do not include in Grand Total) |
| The District reserves the right to subcontract any annual installation to an outside vendor |
| GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for) |
| \$/Yr |
| FIRST ANNUAL RENEWAL \$/Yr* |
| FIRST ANNUAL RENEWAL \$/Yr* SECOND ANNUAL RENEWAL \$/Yr* |
| THIRD ANNUAL RENEWAL \$/Yr* |
| *Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods. |
| IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT |
| AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO |
| INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED |
| THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND |
| AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL. |

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

| A. | Mowers w/operator | \$ Hour |
|----|---------------------------------------|---------------|
| В. | Bush-Hog w/operator | \$ Hour |
| C. | Tractor w/operator | \$ Hour |
| D. | Supervisor with Transportation | \$ Hour |
| E. | Laborer with hand equipment | \$ Hour |
| F. | Truck w/driver | \$ Hour |
| G. | Irrigation Tech | \$ Hour |
| Н. | Granular Pesticide Applicator | |
| | Person with Drop Spreader | \$ Hour |
| Ι. | Liquid Pesticide Applicator | |
| | Person with Spray Truck | \$ Hour |
| J. | Granular Fertilizer Applicator | |
| | Person with Drop Applicator | \$ Hour |
| К. | Liquid Fertilizer Applicator | |
| | Person with Spray Truck | \$ Hour |
| L. | Granular Weed Control Applicator | |
| | Person with Drop Applicator | \$ Hour |
| M. | Liquid Weed Control Applicator | |
| | Person with Spray Truck | \$ Hour |
| N. | Laborer for Additional Trash Pick-Up | \$ Hour |
| 0. | Lump Sum Mowing (1), entire community | \$ Per Mow |

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

| | Α. | Debris removal personnel unit costs: | |
|---|----|--|----------------|
| B. Debris removal equipment unit costs: | | | \$ per Hour |
| B. Debris removal equipment unit costs: | | | \$ per Hour |
| | | | \$ per Hour |
| | В. | Debris removal equipment unit costs: | |
| | | | \$ per Hour |
| C. Other emergency/disaster related unit costs: pe pe | | | \$ per Hour |
| \$pe | | | \$ per Hour |
| pe | C. | Other emergency/disaster related unit costs: | |
| | | | \$ per Hour |
| \$pe | | | \$ per Hour |
| | | | \$ per Hour |

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of ______

("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

| | Dated this | day of | , 202 | 2. |
|--------|--------------|-----------|--|--|
| | | | Proposer: | |
| | | | | |
| | | | | |
| | OF TY OF | | | |
| day | of | , 2022, I | уу | al presence or online notarization, this of |
| person | | | as identification. | |
| | | | NOTARY PUBLIC, STATE OF | |
| (1 | NOTARY SEAL) | | Name: | |
| , | , | | (Name of Notary Public, Printed, St Commissioned) | |

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

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

- 1. This sworn statement is submitted to Silverado Community Development District.
- I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ______ for _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is _____
- 4. Proposer's Federal Employer Identification Number (FEIN) is ______

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)

- 5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal 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.
- 6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or,
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal 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.
- 9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which 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, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

| Dated this | day of | , 2022. |
|--------------------------------|------------|---|
| | | Proposori |
| | | Proposer: |
| | | Ву: |
| | | Title: |
| STATE OF | | |
| COUNTY OF | | |
| The foregoing instru day of | _, 2022, l | lged before me by means of physical presence or online notarization, this } y as of , who appeared before me this day in person, and who is either |
| personally known to me, or pr | oduced | as identification. |
| | | NOTARY PUBLIC, STATE OF |
| (NOTARY SEAL) | | Name: |
| | | (Name of Notary Public, Printed, Stamped or Typed as Commissioned) |

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

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

- 1. This sworn statement is submitted to Silverado Community Development District ("District").
- I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ______ for _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is ______
- 4. Proposer's Federal Employer Identification Number (FEIN) is ______

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)

- 5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
- 6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

| | Dated this | day of _ | | , 2022. |
|---------|--------------------------|----------------|--------------|--|
| | | | | Proposer: |
| | | | | Ву: |
| | | | | Title: |
| | | | | |
| STATE C | ۲ ۲ OF | | | |
| | The foregoing instrum | ent was acknov | vledged befo | re me by means of \Box physical presence or \Box online notarization, this |
| day | of, | 2022, | by _ | , as of |
| | | | | , who appeared before me this day in person, and who is either |
| persona | lly known to me, or proc | luced | | as identification. |
| | | | | |
| | | | NOTAR | Y PUBLIC, STATE OF |

(NOTARY SEAL)

Name:______ (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, by and between:

Silverado Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

_____, a _____, whose address is ______, whose address is _______, whose address is _______, whose address is _______, a ______, whose address is _______, a ______, a ______, a _____, a ____, a _____, a ____, a _____, a ____, a ___, a ___, a ___, a ___, a ____, a ___, a __, a ___, a __, a ___, a __, a __, a __, a ___, a __, a

District, "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** ("Work"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might

otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C.** The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Cindy Cerbone, Daniel Rom and Mark Hills to act as the District Representatives. The Contractor shall <u>not</u> take direction from anyone other than the District Representatives (e.g., the Contractor shall <u>not</u> take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin TBD ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals with the same terms set forth herein, in the District's sole discretion.
- - (\$_____). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form Part IV Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form Part IV Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form Part IV Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's

proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor*. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than

\$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.

- iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
- iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- h. All policies required by this Agreement, with the exception n of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims,

liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills.

The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report

of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the

Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

24. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT**. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

27. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

28. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

| Α. | If to the District: | Silverado Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager |
|----|---------------------|---|
| | With a copy to: | KE Law Group, PLLC 2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303 Attn: District Counsel |
| В. | If to Contractor: | Attn: |

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-

business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

30. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Pasco County, Florida.

32. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell, Hunt & Associates, LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431. 33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

34. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

35. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

| Ву: | Ву: | |
|---------------------|------------------|--|
| Secretary | Chairperson | |
| Assistant Secretary | Vice Chairperson | |
| | Date: | |
| ATTEST: | | |
| By: | Ву: | |
| Its: | | |
| | Date: | |

- Exhibit A: Scope of Services
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)
- Exhibit C: Other Forms
- Exhibit D: Maintenance Map

SCOPE OF SERVICES

EXHIBIT "A"

SCOPE OF SERVICES

Basic Scope of Work:

- The amenity, the entrance monument and all Common Areas shall be serviced weekly May 1st thru October 31st, twice monthly from November 1st to April 30th.
- Contractor shall perform the planning and execution of all regularly recurring tasks during the hours of 7 am to 5 pm Monday to Friday.
- If District service is assigned to a specific, reoccurring day of the week and that service falls on a holiday where service is not provided, Contractor shall perform shall schedule and complete that service on the next business day.
- Well groomed, professional employees will make every effort to complete the work as planned in a neat and professional manor. Delays due to Acts of God or Others shall be made up at the earliest possible time.

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 - 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three guarter (3/4) to one and one guarter (1 %) inches & Zoysia at a height of one (1) to one and one half (1 %)½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the "closed" position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No "extras" will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water's edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP <u>IMMEDIATELY</u> AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of District property. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. <u>HAND PULLING MUST BE PERFORMED</u>.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curbline expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

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

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Pasco County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY

PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

| February | A complete fertilizer based on soil tests + PreM | | | | |
|-----------------------|--|--|--|--|--|
| April | Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF | | | | |
| May | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF | | | | |
| July | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF | | | | |
| September | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF | | | | |
| November | A complete fertilizer based on soil tests + PreM | | | | |
| <u>All Bahia Sod:</u> | | | | | |
| February | A complete fertilizer based on soil tests + Pre M | | | | |
| April | Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF) | | | | |
| June | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF) | | | | |
| October | A complete fertilizer based on soil tests + Pre M | | | | |
| All Zoysia Sod: | All Zoysia Sod: | | | | |
| February | A complete fertilizer based on soil tests + PreM | | | | |
| April | Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF | | | | |
| May | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF | | | | |
| July | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF | | | | |
| September | Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF | | | | |
| November | A complete fertilizer based on soil tests + PreM | | | | |
| All Bermuda Sod: | | | | | |
| February | A complete fertilizer based on soil tests + PreM | | | | |
| March | Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF | | | | |
| April | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF | | | | |
| May | A complete fertilizer based on soil tests | | | | |
| June | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF | | | | |
| July | Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF) | | | | |
| September | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF | | | | |
| November | A complete fertilizer based on soil tests + PreM | | | | |

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

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

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

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

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

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

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

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg <u>MUST</u> be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

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

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

PART 3

PEST CONTROL

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

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

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

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

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

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

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 83 zones, 2 controllers, 2 pump stations & 1 well). Main Irrigation controller is located at 6285 Silverado Ranch Blvd, near the dog park.

These inspections shall include:

- A. Irrigation Controllers
 - 1. Semi automatic start of the automatic irrigation controller
 - 2. Check for proper operation
 - 3. Program necessary timing changes based on site conditions & time DST
 - 4. Lubricate and adjust mechanical components
 - 5. Test back up programming support devices
 - 6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.
- B. Water Sources
 - 1. Visual inspection of water source
 - 2. Clean all ground strainers and filters
 - 3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
 - 4. Test automatic protection devices
- C. Irrigation Systems
 - 1. Manual test and inspection of each irrigation zone in its entirety.
 - 2. Clean and raise heads as necessary
 - 3. Adjust arc pattern and distance for required coverage areas
 - 4. Clean out irrigation valve boxes
- D. Report
 - 1. Irrigation operation time
 - 2. Irrigation start time
 - 3. Maintenance items performed

4. General comment and recommendations

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Straw up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

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

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

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

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

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

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

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately **3,200** annuals per planting in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular deadheading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Grade "A" Medium Pine Straw. All this shall be provided at no additional cost to the District. This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

December through March

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf (Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline.

April through June

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias (of the Profusion or Zahara series)

July through November

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias (of the Profusion or Zahara series), Farinacea Salvia, and Torenia

November and December

Red and white petunias ** Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums

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

[END OF SECTION]

EXHIBIT "B"

PROPOSAL PRICING (PART IV OF PROPOSAL FORM)

EXHIBIT "C"

OTHER FORMS

DAILY WORK JOURNAL

| DATE: | |
|--------------------------------------|--|
| DESCRIPTION OF WORK PERFORMED TODAY: | |
| | |
| | |
| | |
| | |
| | |
| | |
| LOCATIONS: | |
| | |
| | |
| | |
| | |
| ISSUES REQUIRING ATTENTION: | |
| (Please notify District Rep. if any) | |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

PEST MANAGEMENT REPORT

| DATE: | |
|---|--|
| SYMPTOMS: | |
| | |
| | |
| OCATION: | |
| | |
| | |
| PROBABLE CAUSE OF DAMAGE: | |
| | |
| | |
| | |
| | |
| STIMATED MATERIALS REQUIRED FOR TREATMENT: | |
| | |
| | |
| CERTIFIED PESTICIDE APPLICATOR'S NAME: | |
| | |
| IE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUE | |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION REPAIR REQUEST FORM

| DATE: |
|--|
| DAMAGE: |
| |
| |
| LOCATION: |
| |
| |
| PROBABLE CAUSE OF DAMAGE: |
| |
| |
| |
| |
| ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: |
| |
| |
| |
| |
| IRRIGATION TECHNICIAN'S NAME: |
| REPRESENTATIVE NAME: |
| (THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST) |



EXHIBIT "D"

MAINTENANCE MAPS





SILVERADO COMMUNITY DEVELOPMENT DISTRICT



Tampa Bay Times Published Daily

STATE OF FLORIDA COUNTY OF Pasco

Before the undersigned authority personally appeared Jessica Attard who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: RFP LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES was published in said newspaper by print in the issues of: 5/8/22 or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pasco** County, Florida and that the said newspaper has heretofore been continuously published in said **Pasco** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pasco** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

10

X

Signature Affiant

Sworn to and subscribed before me this .05/08/2022

Signature of Notary Public

Personally known

or produced identification

Type of identification produced



LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS SILVERADO COMMUNITY DEVELOPMENT DISTRICT Pasco County, Florida

Notice is hereby given that the Silverado Community Development District ("District") will accept proposals from qualified firms ("Proposers") interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to gillyardd@whhassociates.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

 ${}_{SS}$

Firms desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than June 13, 2022 at 2:00 (EST) at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear "RESPONSE TO REQUEST FOR PROPOSALS (Silverado Community Development District -Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual, the formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a notice of protest or failure to timely file a notice of protest or failure to the stand plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available form the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by sending an email to gillyardd@whhassociates.com, (561)571-0010.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Meredith Hammock at meredith@kelawgroup.com, Katie Ibarra at katie@kelawgroup.com Jamie Sanchez at sanchezj@whhassociates.com.

Silverado Community Development District Cindy Cerbone, District Manager May 8, 2022

0000224686

SILVERADO COMMUNITY DEVELOPMENT DISTRICT



JUNIDER DESIGN | BUILD | MAINTAIN

Landscape Maintenance Proposal:

Silverado CDD

Pasco County, Florida

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- Company Service Overview
- Sample Reports/Schedules

PROPOSAL

- Proposal
- Juniper Advance Mapping

OUR SERVICES

• More Than Just Maintenance

QAULIFICATIONS

Certifications & Licenses

PORTFOLIO

• Juniper Communities

Submitted by: Bonnie C. Marshall Client Relations Manager Phone: 352-316-0264



July 15, 2022

Dear Daphne Gillyard:

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process for Silverado CDD. At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs. Our commitment to quality, dependability, and industry best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

Juniper has been servicing communities throughout Florida for over 20 years and our skilled teams are dedicated to your landscape initiatives.

We look forward to having the opportunity to work with you and to discuss the enclosed information. If you have any questions, please contact me at 352-316-0264.

Thank you,

Bonnie Marshall

Bonnie C. Marshall Client Relations Manager 352-316-0264 Bonnie.Marshall@JuniperLandscaping.com Junipercares.com

ROOTED IN FLORIDA HOW IT ALL STARTED



Juniper was founded in 2001 on a small farmhouse in Fort Myers, Florida. This location now serves as our corporate headquarters, though we have had to add a few more buildings. Over 20 years ago we started with the commitment to provide the best value and an on-time project. This commitment has helped Juniper grow from a small custom landscape operation with just a few employees to multiple locations throughout Florida. A lot has changed over the last 20 years, and we pride ourselves on the technology, service, and quality we continue to provide.

Juniper was founded in Florida and all our leadership team lives in-state.



COMPANY OVERVIEW SERVICES & QUALIFICATIONS



DESIGN



BUILD



MAINTAIN



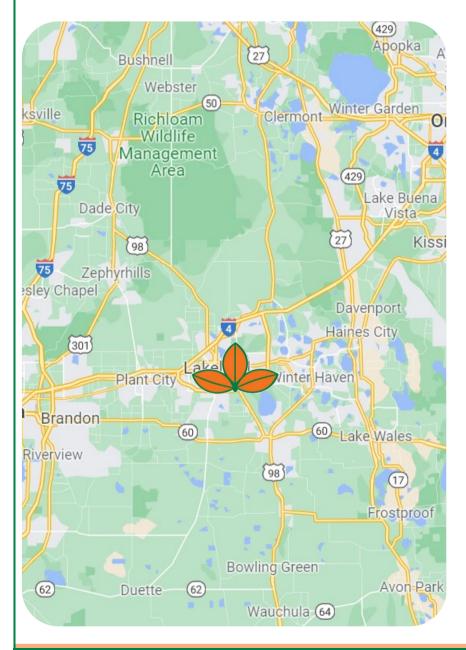
Resources & Qualifications

- 1,800+ Team Members
- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professionals
- FNGLA Certified Landscape
 Contractors
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer

LOCAL BRANCHES YOUR LOCAL LANDSCAPE EXPERTS

LAKELAND

3545 Waterfield Rd. Lakeland, FL 33803 Our Juniper team members live in your area and are familiar with the local landscape palette.



We provide you with complete landscape services:

- Maintenance
- Irrigation
- Fertilization
- Pest Control
- Arbor Care
- Seasonal Color
- Storm Prep/Recovery
- Landscape Design
- Installation



CLIENT TEAM RESOURCES



DESIGN - SUPPORT TEAM

- IA Certified Irrigation Designers
- Landscape Designers
- Landscape Architects

BUILD - SUPPORT TEAM

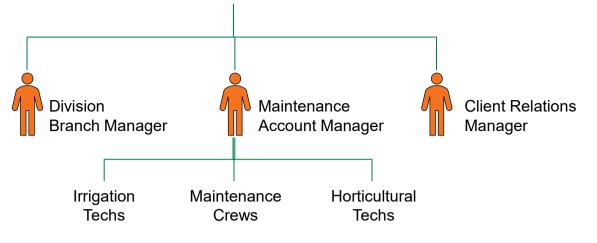
- State Licensed Irrigation Designers
- Licensed Hunter & Rain Bird Installer
- Certified Landscape Contractors

MAINTAIN - SUPPORT TEAM

- Certified Horticultural Professional
- State Licensed Certified Pest Control Operator
- State Licensed Irrigation Contractor
- ISA Certified Arborists
- In-House Agronomist

- A Sense of Urgency
- A Constant Communicator
- Mission Over Ego
- We Do What We Say
- Relentless
- Grow and Adapt

JUNIPER CLIENT TEAM



BRANCH MANAGER

Oversees the overall quality of the project, ensures contract items are completed timely and communication reports are being completed. Works with account manager on managing all tree pruning and enhancements.

ACCOUNT MANAGER

Works with association manager on updating of schedules and the quality control and verification of completion of work orders. Manages all service requests related to maintenance services and manages crews to meet scheduled services.

IRRIGATION TECHNICIAN

Performs inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

FERTILIZATION & PEST CONTROL TECHNICIAN

Performs regular inspections for shrub and lawn damaging insects such as mealybugs, aphids, spider mites, chinch bugs, sod webworms, and grubs.

TURF MANAGEMENT

Our account managers perform regular inspections for lawn damaging insects such as chinch bugs, sod webworms, and grubs. This, combined with our comprehensive irrigation and fertilization program, will keep turf areas thick and healthy.

SHRUB MANAGEMENT

Detailing includes trimming and pruning of all shrubbery, ornamental trees, and groundcover, removal of tree suckers, as well as the defining of bed lines and tree saucers. Our "weed first" approach ensures the spraying of pre and post emergent herbicides and pulling existing weeds is the project foreman's priority.

FERTILIZATION & PEST CONTROL

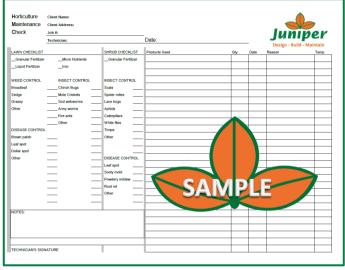
Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.

WATER MANAGEMENT

Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

SERVICE REPORTS & MAPS SAMPLES

Fertilization & Pest Reports



Run Time (Program: un Time (Program:

eged Nozzles

vere Line Clog ateral Line Break elocation

amaged Valve Box ve - Inoperative/Stic

Technician Name

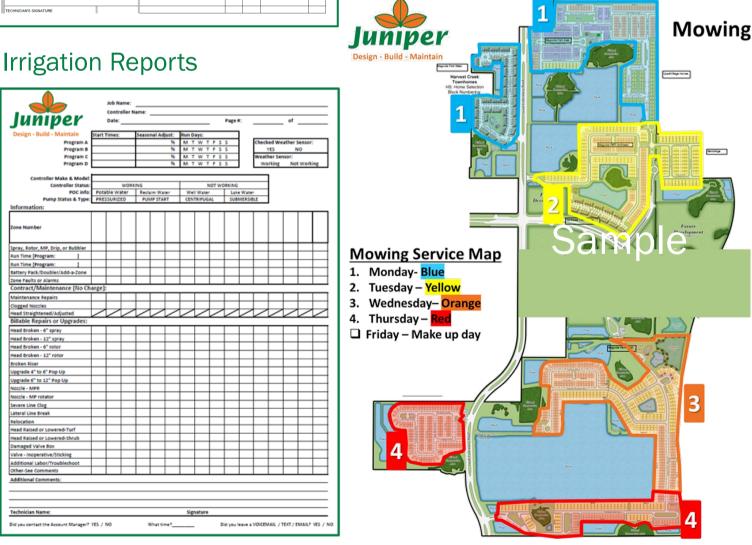
extent the Ac

lead Broken - 6" spray

ad Broken - 12" spra ad Broken - 6" rotor ad Broken - 12" rotor Upgrade 4" to 6" Pop Up Upgrade 6" to 12" Pop Up czle - MP rotato

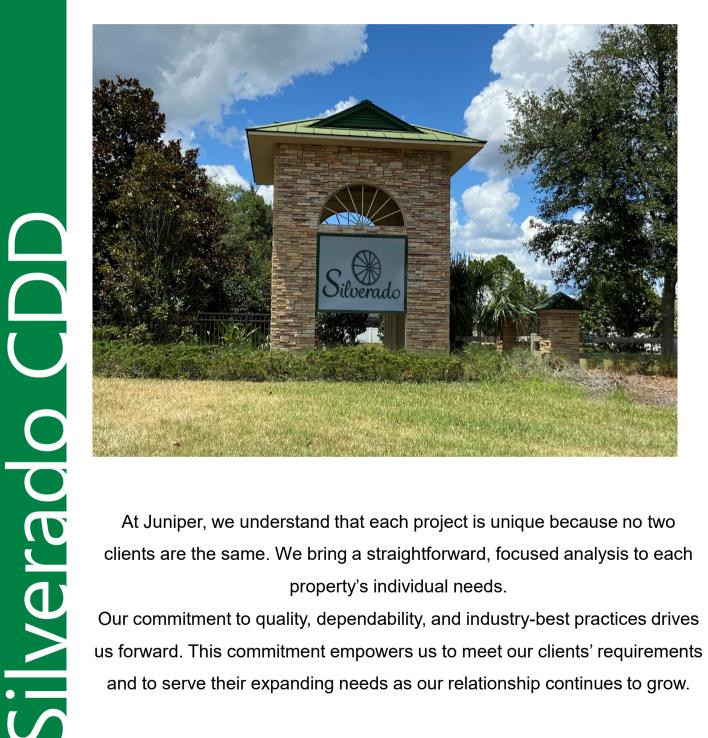
Regular service schedule maps are created for each community.

Service Rotation Map









At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs.

Our commitment to quality, dependability, and industry-best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

PROPOSAL

PROJECT MANUAL

FOR

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

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LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Pasco County, Florida

Notice is hereby given that the Silverado Community Development District ("**District**") will accept proposals from qualified firms ("**Proposers**") interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to gillyardd@whhassociates.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than June 13, 2022 at 2:00 **(EST)** at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear "RESPONSE TO REQUEST FOR PROPOSALS (Silverado Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by sending an email to gillyardd@whhassociates.com, (561)571-0010.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Meredith Hammock at meredith@kelawgroup.com, Katie Ibarra at katie@kelawgroup.com Jamie Sanchez at sanchezj@whhassociates.com with a further copy to: Cindy Cerbone, cerbonec@whhassociates.com.

> Silverado Community Development District Cindy Cerbone, District Manager

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services

Pasco County, Florida

Instructions to Proposers

1. **DUE DATE.** One (1) written sealed proposal ("**Proposals**") with a PDF file on a flash-drive must be received by interested parties ("**Proposer**") no later than June 13, 2022 at 2:00 p.m. (EST) at the offices of Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change:

| DATE | EVENT |
|--------------------------------|---|
| May 8, 2022 | RFP Notice is issued. |
| May 9, 2022 | RFP package available for download. |
| June 2, 2022 at 9:00 a.m. EST | Mandatory Pre-bid meeting at 6270 Silverado Ranch Blvd. |
| | Zephyrhills, FL 33541. |
| June 6, 2022 at 5:00 p.m. EST | Deadline for questions. |
| June 13, 2022 at 2:00 p.m. EST | Proposals submittal deadline. |
| June 13, 2022 at 2:15 p.m. EST | Bid opening. |

3. PRE-PROPOSAL MEETING. [RESERVED.]

4. **SIGNATURE ON PROPOSAL.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier's check in the amount of Twenty Five Thousand Dollars (\$25,000) with its Proposal ("**Proposal Guarantee**"). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed ninety (90) days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of

the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. PROJECT MANUAL. The "Project Manual," and any addenda thereto, will be available from the District Manager's office by sending an email to gillyardd@whhassociates.com.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Meredith Hammock at meredith@kelawgroup.com, Katie Ibarra at katie@kelawgroup.com and Jamie Sanchez at sanchezj@whhassociates.com with a further copy to cerbonec@whhassociates.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after June 6, 2022 at 5:00 PM (EST) will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) written proposal & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent

through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Silverado Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. **PROPOSAL FORMS.** All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.

G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

16. **INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, readvertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("Contractor") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112, Florida Statutes, will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. **REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be

construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual (i.e., by no later than May 12, 2022 5:00 PM (EST)), and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of such a decision. Such protests must be filed at: Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of One Hundred Thousand Dollars (\$100,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

EVALUATION CRITERIA

1. <u>Personnel & Equipment</u> (20 Points Possible) (_____Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. <u>Experience</u> (25 Points Possible) (____Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer which clearly distinguishes past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. <u>Understanding Scope of RFP</u> (15 Points Possible) (____Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. <u>Financial Capacity</u> (5 Points Possible) (____Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. <u>Price</u> (20 Points Possible) (____Points Awarded)

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by

the proposer's bid and is then multiplied by the number of points possible in this part of the Priceevaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). (210,000/265,000) x 20 = 15.85, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). (210,000/425,000) x 20 = 9.88, therefore, Contractor "C" will receive 9.88 of 20 points.

6. <u>Reasonableness of ALL Numbers</u> (15 Points Possible) (_____Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (_____Points Awarded)

END

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida

Before me, the undersigned authority, appeared the affiant, <u>Bonnie Marshall</u>, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of <u>Operations Manager</u> for <u>Juniper</u> ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Silverado Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: ______.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual <u>(i.e., by no later than May 12 at 5:00 PM (EST))</u>, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 6th day of JULY , 2022.

Proposer: <u>Juniper Landscaping of Florida LLC</u> By: <u>Bomu Commonau = Bonnie Marshall</u> Title: <u>Client Belations Manager</u>

STATE OF FLURIDA COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this **6** to day of **TULY**, 2022, by **BANNIS MASAN** as ______ of **TWIPER LAUNSCOPPORT OF FLORINA LLC**, who appeared before me this day in person, and who is either personally known to me, or produced ______ as identification.

GG 308 428 NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: <u>LINDA 5 PINEY</u> (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

M Son



LINDA S. PINEY Commission # GG 308428 Expires March 6, 2023 Bonded Thru Budget Notary Bendoes

PROPOSAL FORM PART I – GENERAL INFORMATION

| • | Proposer General Information: | | | |
|---|--|-----------------|-----------|-------------------------|
| | Proposer Name <u>Juniper Landscaping</u> | of Florida, LLC | | |
| | Street Address 5880 Staley Road | | | |
| | P. O. Box (if any) | | | |
| | City <u>Ft. Myers</u> State | Florida | Zip Code | 33905 |
| | Telephone <u>813-469-8716</u> | Fax no | | |
| | 1st Contact Name Jarrett Myers | | TitleRegi | onal Director |
| | 2nd Contact Name Josh Burton | | Titl | e <u>Branch Manager</u> |
| | Parent Company Name (if any) | | | |
| | Street Address | | | |
| | P. O. Box (if any) | | | |
| | City State _ | | Zip Code | |
| | Telephone | Fax no | | |
| | 1st Contact Name | | | |
| | 2nd Contact Name | | Titl | e |

• Company Standing:

| | | Florida | Date | 2/6/2009 |
|--|------------------------|-----------------------|---------------|------------------|
| s the Proposer in good | standing with that S | tate? Yes <u>x</u> No | | |
| If no, pleas | e explain | | | |
| | | | | |
| | | | | |
| s the Proposer register | | Florida, Division o | f Corporation | s and authorized |
| do business in Florida? | Yes _x No | | | |
| If no, pleas | e explain | | | |
| | | | | |
| | | | | |
| Nhat are the Proposer | 's current insurance l | imits? | | |
| General Liability | \$_2,000,000 |) | | |
| | \$ 2,000,000 | 0 | | |
| Automobile Liability Workers Compensatior | s 1,000,000 | | | |

| State Licenses: | |
|---------------------------------|--|
| Ag Dealer | |
| Certificate of Nursery | |
| Irrigation Specialty Contractor | |
| Certified Pest Operator | |
| | |

PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

• List the location of the Proposer's office, which would perform work for the District.

| Street Address <u>3545</u> | Waterfield Road | | |
|----------------------------|----------------------|---------|--------------------------|
| P. O. Box (if any) | | | |
| City Lakeland | State <u>Florida</u> | Zip | o Code <u>33803</u> |
| Telephone <u>863.370.9</u> | 0126 | _Fax no | |
| 1st Contact Name | Josh Burton | Tit | le <u>Branch Manager</u> |
| 2nd Contact Name | Juan Nova | | Title Account Manager |

• Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:

| 1 | Supervisors, who will be onsite <u>2</u> days per week; |
|---------|--|
| 4 | Technical personnel, who will be onsite _6 days per month; |
| and _12 | Laborers, who will be onsite <u>1</u> days per week. |

- Officers and Supervisory Personnel Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.
- Technical Personnel Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes x____ No ____ If yes, please provide the following information for each person (attach additional sheets if necessary):
 Name: ___Crescencio Barranda _____**
- Position / Certifications:_Green Industry Best Management Practices______
 Duties / Responsibilities: __Technical Diagnostic Irrigation for community._____
 % of Time to Be Dedicated to This Project: _10_____%

Please describe the person's role in other projects on behalf of the

Proposer: Project Name/Location: Fishhawk CDD

Contact: Eric Dailey Contact Phone: 813.575.1955

Project Type/Description: <u>CDD Account</u>

| Duties / Responsibilities:Full Maintenance |
|---|
| Dollar Amount of Contract: <u>\$900,000</u> |
| Proposer's Scope of Services for Project: <u>Full Maintenance, pest control, fertilization,</u> |
| irrigation inspections, provide monthly enhancements to maintain properties value, |
| tree trimming throughout property. |
| |
| Dates Serviced: <u>Since June 2017 - currently maintaining</u> . |
| ** See attached sheets for others. |
| Subcontractors – Does the Proposer intend to use any subcontractors in connection with the |
| work? Yes No _x For each subcontractor, please provide the following information |
| (attach additional sheets if necessary): |
| Subcontractor Name |
| Street Address |
| P. O. Box (if any) |
| City State Zip Code |
| TelephoneFax no |
| 1st Contact Name Title |
| 2nd Contact Name Title |
| Proposed Duties / Responsibilities: |
| |
| Please describe the subcontractor's role in other projects on behalf of the Proposer: |
| Project Name/Location: |
| Contact: Contact Phone: |
| Project Type/Description: |
| Dollar Amount of Contract: |
| Proposer's Scope of Services for Project: |
| |
| |
| |

•

Dates Serviced: _____

• Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:

Background checks, Drug testing, random drug testing, complete training program for all new

Hires and management, safety field inspector -random visits to job sites, training team random site visits to job sites.

• Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.

OFFICERS

DATE: 7/15/2022

Provide the following information for key officers of the Proposer and parent company, if any.

| NAME | POSITION OR TITLE | RESPONSIBILITIES | INDIVIDUAL'S RESIDENCE CITY, STATE |
|------------------------------------|----------------------|--------------------------|---------------------------------------|
| Brandon Duke | CEO | Visionary of the Company | Ft. Myers, Florida |
| Robert Oulahan | VP | Oversees Sales | Ft. Myers, Florida |
| ** Please see attached bios | | | |
| | | | |
| | | | |
| FOR PARENT COMPANY (if applicable) | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Juniper Landscaping

DATE: July 15, 2022

| INDIVIDUAL'S NAME | PRESENT TITLE | JOB RESPONSIBILITIES | OFFICE LOCATION | % OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK | YEARS OF EXPERIENCE IN PRESENT POSITION | TOTAL YEARS OF RELATED EXPERIENCE |
|----------------------|------------------|------------------------|--------------------|--|--|---|
| Jarrett Myers | Regional Dir. | Overall responsibility | Lakeland | 10% | 25 years | 25 years |
| Josh Burton | Branch Mgr | Daily job duties | Lakeland | 20% | 22 years | 22 years |
| Juan Nova | Account Mgr. | Daily tasks | Lakeland | 30% | 5 years | 10 years |
| Kristeen Dobson | Agro Mgr. | Fert Program | Lakeland | 20% | 8 years | 8 years |
| Matthew Dean | Manages | Enhancements | Lakeland | 20% | 18 years | 18 years |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

COMPANY OWNED MAJOR EQUIPMENT TO BE USED IN CONNECTION WITH THE WORK

DATE: July 15 2022

| QUANTITY | DESCRIPTION* | # OF PROJECTS DEDICATED TO | STORAGE AND WORK SITE LOCATIONS |
|----------|-------------------|----------------------------|------------------------------------|
| | See attached list | | |
| | | | |
| | | | |
| | | | |
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PROPOSAL FORM PART III – EXPERIENCE

- Has the Proposer performed work for a community development district previously? Yes ____ No
 x____ If yes, please provide the following information for each project (attach additional sheets if necessary):
 Project Name/Location: ______
 Contact: ______ Contact Phone: ______
 Project Type/Description: ______
 Dollar Amount of Contract: ______
 Scope of Services for Project: _______
 Dates Serviced: _______
- List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

| 2021 = | \$120,976,691.00 |
|---------------|------------------|
| <u>2020 =</u> | \$ 99,380,265.00 |
| 2019 = | \$ 85,806,799.00 |

• Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

| Project Name/Location: <u>Fishhawk Ranch CDD</u> |
|---|
| Contact: Eric Dailey Contact Phone: 813.575.1955 |
| Project Type/Description: <u>CDD in Lithia Florida</u> |
| Dollar Amount of Contract: \$900,000 |
| How was the project similar to this project? <u>Perform full maintenance, pest control, fertilization</u> |
| irrigation, irrigation inspections, provide monthly enhancements to maintain property's value, |
| tree trimming throughout property. |
| |

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

Perform full maintenance, pest control, fertilization, irrigation, irrigation inspections, provide

monthly enhancements to maintain property's value, tree trimming throughout property.

List of equipment used on site: <u>Mowers, string trimmers, blowers, and tractors.</u>

List of subcontractors used: None

Is this a current contract? Yes x No ____

Duration of contract: Since June 2017

• (Information regarding similar projects – continued)

| Project Name/Location: <u>Bexley CDD</u> |
|---|
| Contact: John Toborg Contact Phone: <u>813.533.2924</u> |
| Project Type/Description: <u>CDD in Odessa Florida</u> |
| Dollar Amount of Contract: <u>\$900,000</u> |
| How was the project similar to this project? <u>CDD</u> |
| |
| |
| |
| Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed |
| control, thatch removal, irrigation, etc.): |
| _Perform full maintenance, pest control, fertilization, irrigation inspections, provide monthly |
| enhancements to maintain properties value, tree trimming throughout property. |
| |
| |
| List of equipment used on site: <u>mowers, string trimmers, blowers, and tractors</u> |
| |
| |
| List of subcontractors used: <u>none</u> |
| |
| |
| Is this a current contract? Yes No |
| |
| Duration of contract: Since October 2021 |

• (Information regarding similar projects – continued)

| Project Name/Location: <u>Celebration CDD</u> |
|---|
| Contact: Russ Simmons Contact Phone: 407.947.1238 |
| Project Type/Description: <u>CDD in Kissimmee Florida</u> |
| Dollar Amount of Contract: <u>\$1.100,000</u> |
| How was the project similar to this project? <u>CDD</u> |
| |
| |

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

Perform full maintenance, pest control, fertilization, irrigation inspections, provide monthly

enhancements to maintain property's value, tree trimming throughout property, pressure

washing.

List of equipment used on site: <u>mowers, string trimmers, blowers, and tractors</u>

List of subcontractors used: <u>none</u>

Is this a current contract? Yes ____ No ____

Duration of contract: <u>Since October 1, 2018</u>

- (Information regarding similar projects continued) Project
 Name/Location: Seven Oaks CDD
- Contact: John Gentilella Contact Phone: 813.230.7987
- Project Type/Description: CDD Wesley Chapel
- Dollar Amount of Contract: \$900,000
 How was the project similar to this project? <u>CDD</u>

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Perform full maintenance, pest control, fertilization, irrigation inspections, provide monthly

enhancements to maintain property's value, tree trimming throughout property, pressure

washing.

List of equipment used on site: _____

mowers, string trimmers, blowers, and tractors

List of subcontractors used: <u>none</u>

Is this a current contract? Yes <u>x</u> No ____

Duration of contract: <u>Since November 2020</u>

Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _x ____ For each such incident, please provide the following information (attach additional sheets as needed):

| Project Name/Location: | | |
|---------------------------|----------------|--|
| Contact: | Contact Phone: | |
| Project Type/Description: | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Dates Serviced: | | |
| Reason for Termination: | | |
| | | |
| | | |
| | | |

Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ____ No _x_

| | poser's current worker | compensation rating? <u>1.3</u> |
|--|---|---|
| • | • • | ker injuries resulting in a worker losing more than ten (10) hthe past five years? Yes _x No |
| lf yes, please de | escribe each incident | See enclosed report |
| proposing or co Yes No _ <mark>x</mark> _ | ntracting on any state, lf yes, please provide | |
| | | |
| The state(s) wh | ere barred or suspende | d |
| The period(s) o | f debarment or suspens | ion |
| Also, please exp | plain the basis for any ba | ar or suspension: |
| | | |
| | | |

• List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.

None

• List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.

None

PROPOSAL FORM PART IV PRICING

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ 164,700 Yr

Yr

| - Storm Cleanup \$_55/hr |
|--|
| - Freeze Protection (description of ability) Juniper will provide a proposal upon request to cover all sensitive plant material with Frost Cloth and secure the cloth to the ground to provide a frost protection. Frost protection does not cover extreme cold conditions. Frost cloths provide 3-5 degrees difference. |
| \$_3,500/application (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application) |
| - Hand Watering |
| \$/hr for employee with hand-held hose |
| \$/hr for water truck/tanker |
| These prices are informational only and NOT to be included in General Landscape Maintenance Cost |

PART 2

Fertilization (All labor and materials) \$ 33,740 (Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

| ST. AUGUSTINE (per specifications in Part 2) | | | | | | |
|--|-------------------------|--------------------------------------|--|----------------------|--|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | | |
| February | 24-0-11 w/ Pre-M Micros | 0.5 lb N / 1,000 | 1,125 | \$2,008 | | |
| April | 24-0-11 100% SRN | 0.5 lb N / 1,000 | 1,125 | \$2,008 | | |
| May | 24-0-11 100% SRN | 1 lb N / 1,000 | 2,250 | \$4,016 | | |
| July | 24-0-11 100% SRN | 1 lb N / 1,000 | 2,250 | \$4,016 | | |
| September | 24-0-11 100% SRN | 1 lb N / 1,000 | 2,250 | \$4,016 | | |
| November | 24-0-11 w/ Pre-M Micros | 0.5 lb N / 1,000 | 1,125 | \$2,008 | | |

| | BAHIA (per specifications in Part 2) | | | | | |
|----------|---|--------------------|----------|---------|--|--|
| MONTH | MONTH FORMULA APPLICATION RATE TOTAL POUNDS COST PER (LBS. N/1000 SF) PRODUCT TO BE APPLICATION APPLIED | | | | | |
| February | 16-0-8 w/ Pre-M | 0.5 lb N per 1,000 | 800 lbs | \$1,500 | | |
| April | 16-0-8 | .05 lb N per 1,000 | 800 lbs | \$1,500 | | |
| June | 16-0-8 | 1 lb N per 1,000 | 1,600lbs | \$3,000 | | |
| October | 16-0-8 w/ Pre-M | 0.5 lb N per 1,000 | 800 lbs | \$1,500 | | |

| | ZOYSIA (per specifications in Part 2) | | | | | |
|-------|---------------------------------------|--------------------------------------|--|-------------------------|--|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | | |
| N/A | | | | | | |
| | | | | | | |
| | | | | | | |

| | CELEBRATION BERMUDA (per specifications in Part 2) | | | | | | |
|-------|--|------------------|---------------|-------------|--|--|--|
| MONTH | FORMULA | | | | | | |
| | | (LBS. N/1000 SF) | PRODUCT TO BE | APPLICATION | | | |
| | | | APPLIED | | | | |
| N/A | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| | ORNAMENTALS (per specifications in Part 2) | | | | | |
|---------|--|-------------------------|---------|---------|--|--|
| MONTH | FORMULA | COST PER APPLICATION | | | | |
| | | | APPLIED | | | |
| March | 8-0-12 per w/ Micros | 4-6 lb per 1,000 | 1,500 | \$2,420 | | |
| June | 8-0-12 per w/ Micros | 4-6 lb per 1,000 | 1,500 | \$2,420 | | |
| October | 8-0-12 per w/ Micros | 4-6 lb per 1,000 | 1,500 | \$2,420 | | |

| | PALMS (per specifications in Part 2) | | | | | |
|-----------|--|-----------------------|---------|-------|--|--|
| MONTH | MONTH FORMULA APPLICATION RATE TOTAL POUNDS Contraction (1.5 LBS. /100 SF PALM PRODUCT TO BE APPLIED APPLIED | | | | | |
| March | 8-2-12 per spec | 1.5 lbs per 100 sq ft | 100 lbs | \$227 | | |
| June | 8-2-12 per spec | 1.5 lbs per 100 sq ft | 100 lbs | \$227 | | |
| September | 8-2-12 per spec | 1.5 lbs per 100 sq ft | 100 lbs | \$227 | | |
| November | 8-2-12 per spec | 1.5 lbs per 100 sq ft | 100 lbs | \$227 | | |

Please list any additional fertilization for those plant materials requiring specialized applications.

| | SPECIALTY PLANT MATERIALS | | | | | | |
|-------|---------------------------|--|--|-------------------------|--|--|--|
| MONTH | FORMULA | PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, Knockout Roses, etc.) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

| \$ | 11,196 | Yr | |
|-----|-------------------------------|-----------|-----|
| (If | entire pesticide allowance is | required) |) * |

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed <u>the month after</u> services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ 7,920 /Yr (based on quantities below) (OTC injections per specs - <u>do not include in Grand Total</u>)

| Palm Type | Palm Qty | # of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.) | Cost per Individual Inoculation (One Cartridge) | Total Cost per Year (4x per year) |
|------------------|----------|---|--|--------------------------------------|
| Chinese Fan Palm | 24 | 48 | \$33 | \$6,336 |
| Washingtonian | 6 | 12 | \$33 | \$1,584 |
| | | | | |

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $\frac{8,500}{7}$ / Yr

Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

<u>PART 4</u>

Irrigation (All labor and materials)

| \$ <u>8,400</u> /Y | r |
|--------------------|---|
|--------------------|---|

Freeze Protection (description of ability) _____ Drain all pumps and cover the pipes above the ground.

\$_500_/application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate \$ _75 ____ /hr. (i.e. broken mainlines, pump & wells, etc.)

<u>Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.</u>

<u> PART 5</u>

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

<u>138</u> CY Grade "A" Medium Pine Straw per specs for the first top-dressing at $\frac{7,176}{CY}$ (October Application)

And

<u>138</u> CY Grade "A" Medium Pine Straw per specs for the second top-dressing at $\frac{7,176}{7}$ (April Application)

Installation of Grade "A" Medium Pine Straw <u>\$ 5,520</u> /Yr (This is the total cost if both topdressings are performed - <u>do not include in Grand Total</u>)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

<u> PART 6</u>

Annual Installation (All labor and materials)

Contractor shall install \$0 (4") annuals four (4) times per year <u>per specs</u> at the direction of the District at \$3.00 /annual.

\$ N/A /rotation

\$ N/A /Yr (based on four (4) rotations) (Do not include in Grand Total)

The District reserves the right to subcontract any annual installation to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ 218,036 /Yr

| FIRST ANNUAL RENEWAL | \$ 228,937 | /Yr* |
|-----------------------|---------------|------|
| SECOND ANNUAL RENEWAL | \$ 235,805 | /Yr* |
| THIRD ANNUAL RENEWAL | \$ 242,879 | /Yr* |

*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

| A. | Mowers w/operator | \$ <u>55</u> | Hour |
|----|---------------------------------------|----------------|---------|
| В. | Bush-Hog w/operator | \$ | Hour |
| C. | Tractor w/operator | \$ <u>150</u> | Hour |
| D. | Supervisor with Transportation | \$ <u>65</u> | Hour |
| E. | Laborer with hand equipment | \$ <u>55</u> | Hour |
| F. | Truck w/driver | \$ <u>55</u> | Hour |
| G. | Irrigation Tech | \$ <u>75</u> | Hour |
| Н. | Granular Pesticide Applicator | | |
| | Person with Drop Spreader | \$ <u>65</u> | Hour |
| I. | Liquid Pesticide Applicator | | |
| | Person with Spray Truck | \$ <u>65</u> | Hour |
| J. | Granular Fertilizer Applicator | | |
| | Person with Drop Applicator | \$ <u>65</u> | Hour |
| К. | Liquid Fertilizer Applicator | | |
| | Person with Spray Truck | \$ <u>65</u> | Hour |
| L. | Granular Weed Control Applicator | | |
| | Person with Drop Applicator | \$ <u>65</u> | Hour |
| M. | Liquid Weed Control Applicator | | |
| | Person with Spray Truck | \$ <u>65</u> | Hour |
| N. | Laborer for Additional Trash Pick-Up | \$5 | Hour |
| 0. | Lump Sum Mowing (1), entire community | <u>ې</u> 7,000 | Per Mow |

 $^{^{1}}$ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

| A. | Debris removal personnel unit costs: | | | |
|----|--|--------------|----------|--|
| | labor | \$_55 | per Hour | |
| | dump fee per truck load | \$375 | per Hour | |
| | | \$ | per Hour | |
| В. | Debris removal equipment unit costs: | | | |
| | labor | \$ <u>55</u> | per Hour | |
| | dump fee per truck load | \$_375 | per Hour | |
| | | \$ | per Hour | |
| C. | Other emergency/disaster related unit costs: | | | |
| | Hurricane and Storm Response Submitted | \$ | per Hour | |
| | | \$ | per Hour | |
| | | \$ | per Hour | |
| | | | | |

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of __________("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the guestions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2022. Proposer: Juniper Landscaping of Florida, LLC By: Bomin Conference Jonnie C. Marshall Title: Client Relations Manager

STATE OF FLORIDA COUNTY OF FOCK

CG 308 426 NOTARY PUBLIC, STATE OF FLORIDA

Name: LINDA 5 PINEY

(NOTARY SEAL)

(Name of Notary Public, Printed, Stamped or Typed as Commissioned) 10

LINDA S. PINEY Commission # GG 308428 Expires March 6, 2023 Bonded Thru Budget Notary Services

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

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

- 1. This sworn statement is submitted to Silverado Community Development District.
- I am over eighteen (18) years of age and competent to testify as to the matters contained herein.
 I serve in the capacity of <u>Client Relations Mgr</u> for <u>Juniper Landscaping</u> ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is <u>3545 Waterfield Road, Lakeland, Florida 33540</u>
- 4. Proposer's Federal Employer Identification Number (FEIN) is <u>26-4242641</u>

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)

- 5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal 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.
- 6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or,
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal 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.
- 9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

X 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, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2022.

Proposer: Juniper Landscaping of Florida, UC By: Komin Comanshell - Bonnie CMarshall Title: Chient Relations Manager elations Manager

STATE OF <u>FLORIDA</u> COUNTY OF FOCK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __________ day **6 TULY**, 2022, by **BOWNIE MARSHALE**, as ________ of **TUNPER LAUOSCAPPER OFFICIENTIAL CLC**, who appeared before me this day in person, and who is either personally known to me, or produced _______ as identification.

CG 368428 NOTARY PUBLIC, STATE OF FLONDA

(NOTARY SEAL)

Name: LIUDA S PINEY (Name of Notary Public, Printed, Stamped or Typed as Commissioned) 16 5/



LINDA S. PINEY Commission # GG 308428 Expires March 6, 2023 Sonded Thru Budget Notary Services

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

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

- 1. This sworn statement is submitted to Silverado Community Development District ("District").
- I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of <u>Client Relations Mgr.</u> for <u>Juniper Landscaping</u> ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is <u>3545 Waterfield Road, Lakeland, Florida 33540</u>
- 4. Proposer's Federal Employer Identification Number (FEIN) is <u>26-424641</u>

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)

- 5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
- 6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this 6 day of 6 day 2022. Proposer: Juniper Landscaping of Florida, LLC By: Bonnie Company Bonnie Comarshall Title: Client Belations Manager

STATE OF POCK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ______ day 6 * of <u>TULY</u>, 2022, by <u>BONNIS MACSUALC</u> as ______ of <u>TUNPER LANOSCAPING OF FLOMIDA LLC</u>, who appeared before me this day in person, and who is either personally known to me, or produced ______ as identification.

GG 3084 28 NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: LINDA 5 PINCY (Name of Notary Public, Printed, Stamped or Typed as Commissioned) AG



LINDA S. PINEY Commission # GG 308428 Expires March 6, 2023 Bonded Thru Budget Notery Services

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, by and between:

Silverado Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

_____, a _____, whose address is ______, whose address is _______ ("Contractor," and collectively with the

District, "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** ("Work"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might

otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C.** The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Cindy Cerbone, Daniel Rom and Mark Hills to act as the District Representatives. The Contractor shall <u>not</u> take direction from anyone other than the District Representatives (e.g., the Contractor shall <u>not</u> take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin TBD ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals with the same terms set forth herein, in the District's sole discretion.
- - (\$_____). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form Part IV Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form Part IV Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form Part IV Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's

proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor*. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than

\$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.

- iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
- iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- h. All policies required by this Agreement, with the exception n of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims,

liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, nondiscrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills.

The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report

of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the

Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

24. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT**. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

27. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

28. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

| Α. | If to the District: | Silverado Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager |
|----|---------------------|---|
| | With a copy to: | KE Law Group, PLLC 2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303 Attn: District Counsel |
| В. | If to Contractor: | Attn: |

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-

business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

30. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Pasco County, Florida.

32. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell, Hunt & Associates, LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431. 33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

34. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

35. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

| Ву: | Ву: |
|---------------------|------------------|
| □ Secretary | Chairperson |
| Assistant Secretary | Vice Chairperson |
| | Date: |
| ATTEST: | |
| By: | Ву: |
| Its: | |
| | Date: |

- Exhibit A: Scope of Services
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)
- Exhibit C: Other Forms
- Exhibit D: Maintenance Map

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SCOPE OF SERVICES

EXHIBIT "A"

SCOPE OF SERVICES

Basic Scope of Work:

- The amenity, the entrance monument and all Common Areas shall be serviced weekly May 1st thru October 31st, twice monthly from November 1st to April 30th.
- Contractor shall perform the planning and execution of all regularly recurring tasks during the hours of 7 am to 5 pm Monday to Friday.
- If District service is assigned to a specific, reoccurring day of the week and that service falls on a holiday where service is not provided, Contractor shall perform shall schedule and complete that service on the next business day.
- Well groomed, professional employees will make every effort to complete the work as planned in a neat and professional manor. Delays due to Acts of God or Others shall be made up at the earliest possible time.

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 - 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three guarter (3/4) to one and one guarter (1 %) inches & Zoysia at a height of one (1) to one and one half (1 %)½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the "closed" position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No "extras" will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water's edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP <u>IMMEDIATELY</u> AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of District property. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. <u>HAND PULLING MUST BE PERFORMED</u>.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curbline expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

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

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Pasco County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY

PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

| February | A complete fertilizer based on soil tests + PreM |
|------------------|--|
| April | Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF |
| May | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF |
| July | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF |
| September | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF |
| November | A complete fertilizer based on soil tests + PreM |
| All Bahia Sod: | |
| February | A complete fertilizer based on soil tests + Pre M |
| April | Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF) |
| June | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF) |
| October | A complete fertilizer based on soil tests + Pre M |
| All Zoysia Sod: | |
| February | A complete fertilizer based on soil tests + PreM |
| April | Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF |
| May | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF |
| July | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF |
| September | Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF |
| November | A complete fertilizer based on soil tests + PreM |
| All Bermuda Sod: | |
| February | A complete fertilizer based on soil tests + PreM |
| March | Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF |
| April | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF |
| May | A complete fertilizer based on soil tests |
| June | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF |
| July | Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF) |
| September | SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF |
| November | A complete fertilizer based on soil tests + PreM |

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

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

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

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

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

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

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

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg <u>MUST</u> be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

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

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

PART 3

PEST CONTROL

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

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

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

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

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

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

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 83 zones, 2 controllers, 2 pump stations & 1 well). Main Irrigation controller is located at 6285 Silverado Ranch Blvd, near the dog park.

These inspections shall include:

- A. Irrigation Controllers
 - 1. Semi automatic start of the automatic irrigation controller
 - 2. Check for proper operation
 - 3. Program necessary timing changes based on site conditions & time DST
 - 4. Lubricate and adjust mechanical components
 - 5. Test back up programming support devices
 - 6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.
- B. Water Sources
 - 1. Visual inspection of water source
 - 2. Clean all ground strainers and filters
 - 3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
 - 4. Test automatic protection devices
- C. Irrigation Systems
 - 1. Manual test and inspection of each irrigation zone in its entirety.
 - 2. Clean and raise heads as necessary
 - 3. Adjust arc pattern and distance for required coverage areas
 - 4. Clean out irrigation valve boxes
- D. Report
 - 1. Irrigation operation time
 - 2. Irrigation start time
 - 3. Maintenance items performed

4. General comment and recommendations

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Straw up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

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

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

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

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

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

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

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately **3,200** annuals per planting in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular deadheading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Grade "A" Medium Pine Straw. All this shall be provided at no additional cost to the District. This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

December through March

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf (Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline.

April through June

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias (of the Profusion or Zahara series)

July through November

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias (of the Profusion or Zahara series), Farinacea Salvia, and Torenia

November and December

Red and white petunias ** Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums

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

[END OF SECTION]

EXHIBIT "B"

PROPOSAL PRICING (PART IV OF PROPOSAL FORM)

EXHIBIT "C"

OTHER FORMS

DAILY WORK JOURNAL

| DATE: | |
|--------------------------------------|--|
| DESCRIPTION OF WORK PERFORMED TODAY: | |
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| | |
| | |
| | |
| LOCATIONS: | |
| | |
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| | |
| | |
| ISSUES REQUIRING ATTENTION: | |
| (Please notify District Rep. if any) | |
| | |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

PEST MANAGEMENT REPORT

| DATE: | |
|--|--|
| SYMPTOMS: | |
| | |
| | |
| LOCATION: | |
| | |
| | |
| PROBABLE CAUSE OF DAMAGE: | |
| | |
| | |
| | |
| | |
| ESTIMATED MATERIALS REQUIRED FOR TREATMENT: | |
| | |
| | |
| CERTIFIED PESTICIDE APPLICATOR'S NAME: | |
| REPRESENTATIVE NAME: | |
| THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVI | |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION REPAIR REQUEST FORM

| DATE: |
|--|
| DAMAGE: |
| |
| |
| LOCATION: |
| |
| |
| PROBABLE CAUSE OF DAMAGE: |
| |
| |
| |
| |
| ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: |
| |
| |
| |
| |
| IRRIGATION TECHNICIAN'S NAME: |
| REPRESENTATIVE NAME: |
| (THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST) |



MAINTENANCE MAPS







Additional Technical Personnel

| Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other |
|--|
| relevant fields of expertise? Yes x No If yes, please provide the following information for |
| each person (attach additional sheets if necessary): |
| Name:Crescencio Barranda |
| Position / Certifications: Green Industry Best Management Practices |
| Duties / Responsibilities:Technical Diagnostic Irrigation for community |
| % of Time to Be Dedicated to This Project: _10% |
| Please describe the person's role in other projects on behalf of the |
| Proposer: Project Name/Location: Fishhawk CDD |
| Contact: Eric Dailey Contact Phone: 813.575.1955 |
| Project Type/Description: CDD Account |
| Duties / Responsibilities:Technical Diagnostic Irrigation for community |
| Dollar Amount of Contract: \$900,000 |
| Proposer's Scope of Services for Project: Full Maintenance, pest control, fertilization, |
| irrigation inspections, provide monthly enhancements to maintain properties value, |
| tree trimming throughout property. |

Dates Serviced: _____Since June 2017_____

Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes x__ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):

Name: __Eli Torres_

 Position / Certifications:_Irrigation Specialist/Green Industry Best Management Practices Duties / Responsibilities: __Technical Diagnostic Irrigation for community._____
 % of Time to Be Dedicated to This Project: _10_____%

Please describe the person's role in other projects on behalf of the Proposer: Project Name/Location: Bexley CDD Contact: Eric Dailey Contact Phone: 813.575.1955 Project Type/Description: CDD Account Duties / Responsibilities: ____Technical Diagnostic Irrigation for community_____ Dollar Amount of Contract: \$900,000

| Proposer's Scope of Se | rvices for Project: Full Maintenance, pest control, fertilization, |
|---------------------------|--|
| irrigation inspections, p | provide monthly enhancements to maintain properties value, |
| tree trimming through | out property. |
| Dates Serviced: | Since 10/2021 |

Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes x___ No ____ If yes, please provide the following information for each person (attach additional sheets if necessary):

Name: __Brittney Warren_

• Position / Certifications:_Integrated Pest Management (IPM) Tech/GI BMP Green Industry Best Management Practices

Duties / Responsibilities: ___Technical Manager of Pest and Fertility of Community/Green Industry Best Management Practices._____

% of Time to Be Dedicated to This Project: _20_____%

Please describe the person's role in other projects on behalf of the Proposer: Project Name/Location: Seven Oaks CDD Contact: John Gentilella Contact Phone: 813.230.7987 Project Type/Description: CDD Account Duties / Responsibilities: ____IPM Tech Dollar Amount of Contract: \$900,000

Proposer's Scope of Services for Project: Full Maintenance, pest control, fertilization, irrigation inspections, provide monthly enhancements to maintain properties value, tree trimming throughout property.

Dates Serviced: ______Since 11/1/2021______

Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes x____ No _____ If yes, please provide the following information for each person (attach additional sheets if necessary):

Name: ____Ty Squires _

• Position / Certifications:_Integrated Pest Management (IPM) Tech/GI BMP Green Industry Best Management Practices

Duties / Responsibilities: ___Technical Manager of Pest and Fertility of Community/Green Industry Best Management Practices._____

% of Time to Be Dedicated to This Project: _20_____%

Please describe the person's role in other projects on behalf of the Proposer: Project Name/Location: Meadow Point CDD IV Contact: Jason Liggett Contact Phone: 863.582.6289 Project Type/Description: CDD Account Duties / Responsibilities: ____IPM Tech Full Maintenance_____ Dollar Amount of Contract: \$900,000

| Proposer's Scope of Services for | Project: Full Maintenance, pest control, fertilization, |
|------------------------------------|---|
| irrigation inspections, provide me | onthly enhancements to maintain properties value, |
| tree trimming throughout prope | rty. |
| Dates Serviced: | _10/2020 |

| Claim Number | Injured Worker | Accident Date | Status | Benefit Type | Lost Days |
|--------------|----------------|---------------|--------|--------------|-----------|
| | | | | | |

BSMAINT - Bonita Springs Maint

| W003546445 | GONZALEZ PEREZ, OSCAR | 09/27/21 | Closed | Light Duty | 15 |
|------------|-----------------------|----------|--------|------------|----|
| | | | | | |
| | | | | | |

CORLMAINT - Central Orlando Maintenance

| W003690365 | TASCH, JACOB | 02/28/22 | Open | Temporary Partial | 14 |
|------------|----------------|----------|--------|-------------------|----|
| W003616604 | GLOVER, DONALD | 01/18/22 | Closed | Light Duty | 13 |
| | | | | | |

DAMAINT - Davie Maintenance

| W003437996 | DUNCAN, CRAIG | 07/13/21 | Open | Temporary Total | 292 |
|------------|-------------------|----------|--------|---|-----|
| W003582856 | HILL, WILLIAM | 11/22/21 | Open | Light Duty, Temporary Partial | 147 |
| W003542107 | JOSEPH, MARC | 09/17/21 | Open | Light Duty, Temporary Partial, Temporary Total | 108 |
| W003586988 | VILLATORO, NELSON | 12/03/21 | Closed | Light Duty | 66 |
| | | | | | |

FLMAINT - Fort Lauderdale Maintenance

FMCORP - FT MYERS CORP ESTABLISHMENT

| W003545093 | JIMENEZ, ADIEL | 09/23/21 | Closed | Light Duty | 84 |
|------------|----------------|----------|--------|------------|----|
| | | | | | |

FMMAINT - Ft Myers Maintenace

| W003582824 | LUQUEZ, MARLIN | 11/06/21 | Open | Light Duty | 144 |
|------------|------------------------|----------|--------|-------------------|-----|
| W003433923 | MATEO, NELSON | 07/01/21 | Closed | Light Duty | 40 |
| W003632213 | LOPEZ AMBROCIO, HECTOR | 01/25/22 | Open | Temporary Partial | 34 |
| W003758943 | CIPRIAN, MANUELA | 04/20/22 | Open | Temporary Total | 11 |
| | | | | | |

NPINST - Naples Installation

| W003445418 | HERNANDEZ, VICTOR | 07/27/21 | Closed | Light Duty | 44 |
|------------|-------------------|----------|--------|------------|----|
| | | | | | |

NPMAINT - Naples Maintenance

Benefit Types included: Light Duty, Temporary Partial, Temporary Total

| Claim Number Injured Worker Accident Date Status Benefit Type Lost Days |
|---|
|---|

SORLMAINT - South Orlando Manintenance

| W003573955 | MERA, IRAM | 11/04/21 | Closed | Light Duty, Temporary Total | 139 |
|------------|-----------------|----------|--------|-----------------------------|-----|
| W003731360 | BOATMAN, ANDREW | 04/07/22 | Open | Temporary Total | 24 |
| | | | | | |

TMPMAINT - Tampa Maintenance

| W003632238 | JIMENEZ, MARTHA | 02/01/22 | Closed | Temporary Partial | 19 |
|------------|-----------------|----------|--------|-------------------|----|
| | | | | | |

UNKNOWN -

| W003711321 | GREEN, ANDRA | 03/09/22 Closed | Light Duty | 16 |
|------------|--------------|-----------------|------------|----|
| | | | | |

WORLMAINT - WEST ORLANDO Maintenance

| W003641247 | MATEOS, SANTOS | 02/16/22 | Open | Light Duty, Temporary Total | 69 |
|------------|----------------|----------|------|-----------------------------|----|
| | | | | | |
| | | | | | |

BRINST - Bradenton Installation

| W003344412 | CRUZ, NELSON | 01/05/21 | Closed | Light Duty | 21 |
|------------|--------------|----------|--------|------------|----|
| | | | | | |
| | | | | | |

BRMAINT - Bradenton Maintenance

BSMAINT - Bonita Springs Maint

| W003148300 | PASCUAL, FRANCISCO | 08/25/20 | Closed | Temporary Total | 13 |
|------------|--------------------|----------|--------|-----------------|----|
| | | | | | |

DAMAINT - Davie Maintenance

| W003352803 | WILLIAMS, RICHARD | 01/20/21 | Closed | Temporary Total | 99 |
|------------|-------------------|----------|--------|-----------------|----|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Benefit Types included: Light Duty, Temporary Partial, Temporary Total

| Claim Number | Injured Worker | Accident Date | Status | Benefit Type | Lost Days | |
|--------------|----------------|---------------|--------|--------------|-----------|--|
| | | | | | | |

FLMAINT - Fort Lauderdale Maintenance

| 1003390481 | GORDON, CEINTON | 05/51/21 | Ciosed | | 24 |
|------------|-----------------|----------|--------|------------|-----|
| W003396481 | GORDON, CLINTON | 03/31/21 | Closed | Light Duty | 24 |
| W003382952 | DUMESLE, ARNOLD | 03/09/21 | Closed | Light Duty | 136 |

FMINST - Ft Myers Installation

| W003395720 | JIMENEZ, ADIEL | 04/09/21 | Closed | Light Duty, Temporary Total | 146 |
|------------|----------------------|----------|--------|-----------------------------|-----|
| W003294213 | COS OXLAJ, FRANCISCO | 10/12/20 | Closed | Light Duty, Temporary Total | 26 |
| | | | | | |
| | | | | | |

FMMAINT - Ft Myers Maintenace

| W003239952 | FLORES RIOS, ALEXANDER | 09/22/20 | Open | Light Duty, Temporary Total | 454 |
|------------|------------------------|----------|--------|-----------------------------|-----|
| W003399794 | COS OXLAJ, FRANCISCO | 04/13/21 | Closed | Temporary Total | 28 |
| | | | | | |
| | | | | | |

NPINST - Naples Installation

| W003412053 | HERNANDEZ, VICTOR | 05/14/21 | Closed | Light Duty | 102 |
|------------|-------------------|----------|--------|------------|-----|
| | | | | | |

NPMAINT - Naples Maintenance

| W003320077 | MORALES ORTIZ, MISAEL | 12/04/20 | Closed | Light Duty, Temporary Partial, Temporary Total | 367 |
|------------|-----------------------|----------|--------|---|-----|
| W003377650 | GUTIERREZ, APOLINAR | 02/24/21 | Closed | Temporary Partial, Temporary Total | 47 |
| W003329623 | ALVAREZ, RAUL | 12/05/20 | Closed | Light Duty | 30 |
| | | | | | |

SORLMAINT - South Orlando Manintenance

| W003410549 | SANDOVAL, JOSE | 05/11/21 | Closed | Light Duty | 268 |
|------------|----------------|----------|--------|------------|-----|
| | | | | | |

VEINSTAL - Venice Installation

VOMAINT - Vero Bch Maintenance

| W003196267 | VARGAS MARTINEZ, AURELIO | 09/24/20 | Open | Light Duty, Temporary Partial | 584 |
|------------|--------------------------|----------|------|-------------------------------|-----|
| | | | | | |
| | | | | | |
| | | | | | |

Benefit Types included: Light Duty, Temporary Partial, Temporary Total

| Claim Number | Injured Worker | Accident Date | Status | Benefit Type | Lost Days |
|--------------|----------------|---------------|--------|--------------|-----------|
|--------------|----------------|---------------|--------|--------------|-----------|

BRMAINT - Bradenton Maintenance

BSMAINT - Bonita Springs Maint

DAMAINT - Davie Maintenance

| W003061743 | COOPER, KENITH | 06/09/20 Close | ed Light Duty, Temporary Total | 122 |
|------------|----------------|----------------|--------------------------------|-----|
| | | | | |

FLMAINT - Fort Lauderdale Maintenance

| W003058866 | CARRANZA, FELIX | 06/08/20 | Closed | Light Duty | 42 |
|------------|-----------------|----------|--------|------------|----|
| | | | | | |
| | | | | | |

FMARBOLMTN - Ft Myers Arbol Maintenance

| W003081966 | RAMOS, FREDDY | 06/30/20 Closed | Light Duty | 22 |
|------------|---------------|-----------------|------------|----|
| | | | | |

FMEST - Fort Myers Establishment

FMINST - Ft Myers Installation

| W003057228 | QUINTANA, GERARDO | 06/12/20 | Closed | Light Duty, Temporary Total | 130 |
|------------|-------------------|----------|--------|-----------------------------|-----|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Benefit Types included: Light Duty, Temporary Partial, Temporary Total

| Claim Number Injured V | Vorker Accident Da | te Status E | Benefit Type I | Lost Days |
|------------------------|--------------------|-------------|----------------|-----------|
| | | | | , |

VOMAINT - Vero Bch Maintenance

| W003077243 | MENDOZA, ADRIANA | 06/24/20 | Closed | Light Duty | 30 |
|------------|------------------|----------|--------|------------|----|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Benefit Types included: Light Duty, Temporary Partial, Temporary Total



DESCRIPTION* Stand On Mower # OF PROJECTS DEDICATED TO (2) STORAGE AND WORK SITE LOCATIONS 3545 Waterfield Road Lakeland, Fl 33803



| quantity – (4) | Description - String | # of Projects Dedicated | Storage and work site |
|----------------|----------------------|-------------------------|-----------------------|
| | Trimmer – (4) | to – (2) | locations – 3545 |
| | | | Waterfield Road, |
| | | | Lakeland, Fl 33803 |



| quantity – (4) | Description - Edger – | # of Projects Dedicated | Storage and work site |
|----------------|-----------------------|-------------------------|-----------------------|
| | (4) | to – (2) | locations – 3545 |
| | | | Waterfield Road, |
| | | | Lakeland, Fl 33803 |



| quantity – (4) | Description – Hedge | # of Projects Dedicated | Storage and work site |
|----------------|---------------------|-------------------------|-----------------------|
| | Trimmer – (4) | to – (2) | locations – 3545 |
| | | | Waterfield Road, |
| | | | Lakeland, Fl 33803 |



| quantity – (4) | Description - Blower - | # of Projects Dedicated | Storage and work site |
|----------------|------------------------|-------------------------|-----------------------|
| | (4) | to – (2) | locations – 3545 |
| | | | Waterfield Road, |
| | | | Lakeland, Fl 33803 |



| quantity – (1) | Description – Street | # of Projects Dedicated | Storage and work site |
|----------------|----------------------|-------------------------|-----------------------|
| | Blower – (1) | to – (2) | locations – 3545 |
| | | | Waterfield Road, |
| | | | Lakeland, Fl 33803 |



SURETY:

of business)

United States

One Tower Square

Hartford, Connecticut 06183

(Name, legal status and principal place

Travelers Casualty and Surety Company of America

Bid Bond

CONTRACTOR:

(Name, legal status and address) JUNIPER LANDSCAPING OF FLORIDA, LLC 5880 STALEY ROAD FT. MYERS, FL 33905

OWNER:

(Name, legal status and address) Silverado Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

BOND AMOUNT: Twenty-Five Thousand and 00/100 Dollars [\$25,000.00]

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any) Landscape and Irrigation Maintenance Services Silverado Community Development District Pasco County, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

| Signed and sealed this 13 day | y of June 2022. | (马)(百) |
|-------------------------------|--|-------------|
| Julia R Petrow Jul | JUNIPER LANDSCAPING OF FLORIDA, LLS (Principal) | (Seal) |
| (Wilness) | (Tule) | J Strathing |
| /p·/ | Travelers Casualty and Surety Company of A | |
| Jamien Neil | (Surety) | 1 (Seal) |
| (Witness) | Layne Holmes, Attorney-In-Fact | AT SO |
| | (Title) | 10 |

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Init.



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint LAYNE HOLMES of FT LAUDERDALE , Florida , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of

acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

By:

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13 day of June 2022 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

JUNIPER MAPPING

TECHNOLOGY THAT MAKES A DIFFERENCE!

Juniper Mapping uses drone imaging software to create an Orthomosaic image from hundreds and sometimes thousands of high-resolution images. This gives us the ability to evaluate the property at a deeper level, which allows us to provide our clients the following:

- Proactively identify potential issues
- Property specific reporting
 - Plant Health
 - Elevation
 - Annotation
 - Issues
 - Documentation of improvement





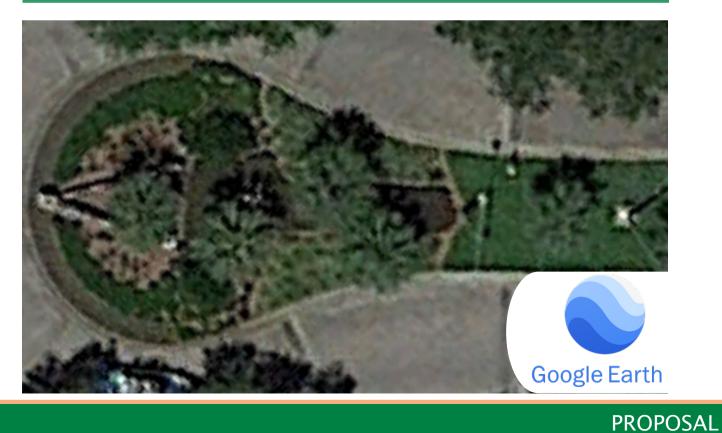
PROPOSAL

JUNIPER MAPPING





Juniper Mapping provides the community with high resolution photos that provide more detail than Google Earth.



JUNIPER MAPPING

TRACK IMPROVEMENTS SIDE-BY-SIDE



With Juniper Mapping, you can see the quality improvements to the community landscape side-by-side.





JUNIPER MAPPING REPORTING

COMMUNITY ANNOTATION REPORT

Juniper Landscaping

Stonecrest - Summerfield Annotation Report



Created on August 24, 2021

Captured on August 13, 2021



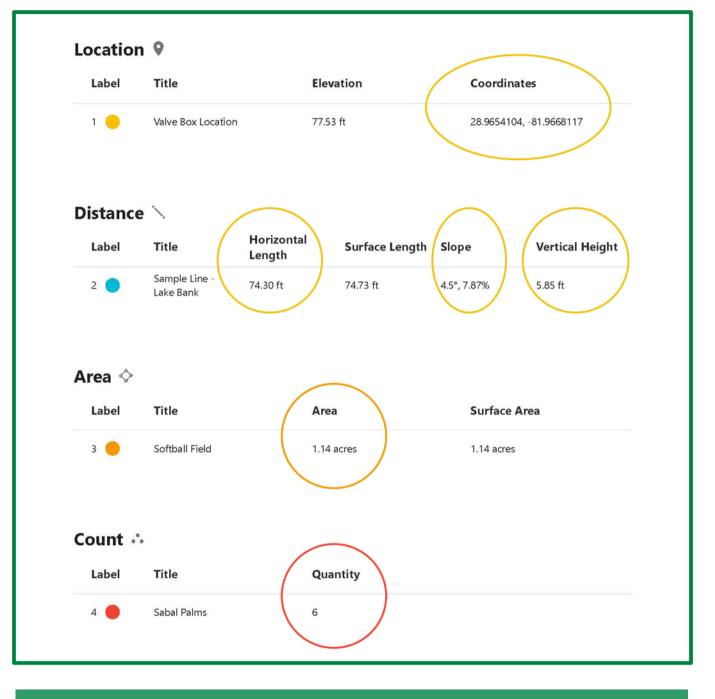
With the tools in Juniper Mapping, we can create community specific annotation reports. These reports provide documentation and improved accuracy on palm counts, valve locations, square footage on sod projects & much more!

PROPOSAL

JUNIPER MAPPING REPORTING



ANNOTATION REPORT SUMMARY PAGE



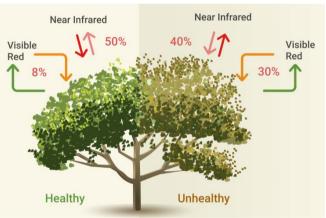
The tools within Juniper Mapping provide on-demand information like GPS coordinates, slopes/vertical heights, accurate area measurements plus the ability to catalog /inventory trees or other community assets.

PROPOSAL

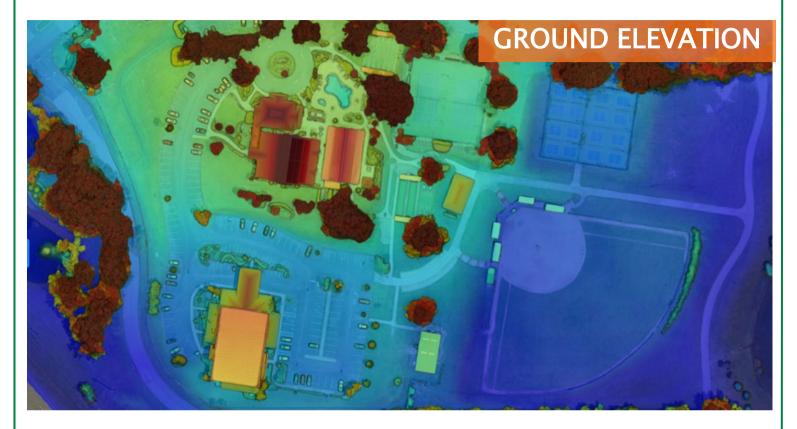


Healthy vegetation reflects more of certain types of light than unhealthy vegetation. Juniper Mapping creates a map that highlights differences within your area of interest. This tool allows us to quickly identify areas of concern at start-up to begin

treatments and track progress.







Juniper Mapping provides a complete elevation map, allowing us to make better decisions when it comes to the draining and movement of water.



PROPOSAL



The Area & Line Tools provide the community with accurate information on demand. Line Tool provides the elevation profile of any area flown.

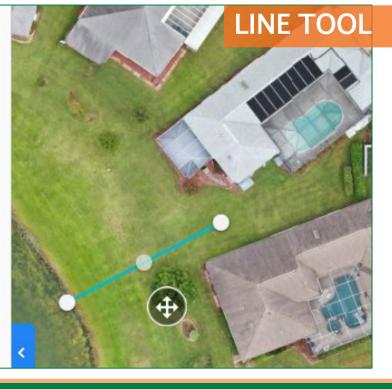
Sample Line - Lake Bank August 13, 2021 Horizontal Length 74.30 ft Surface Length 74.73 ft Slope 4.5°, 7.87% Vertical Height: 5.85 ft Elevation Profile

25

Horizontal Length (ft)

50

75



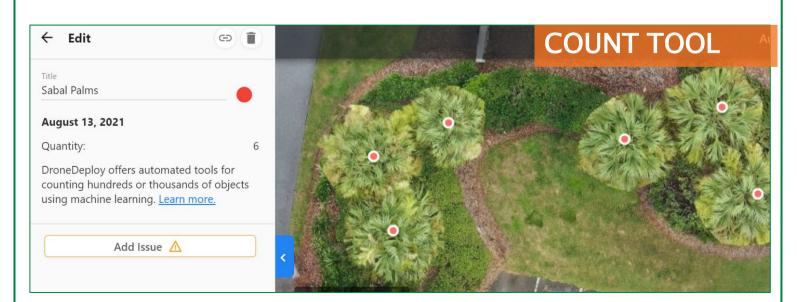
PROPOSAL



The Location Tool allows us to GPS locate/document anything in the community. This is great for irrigation controllers, flush points, filters, valves, & shut offs.

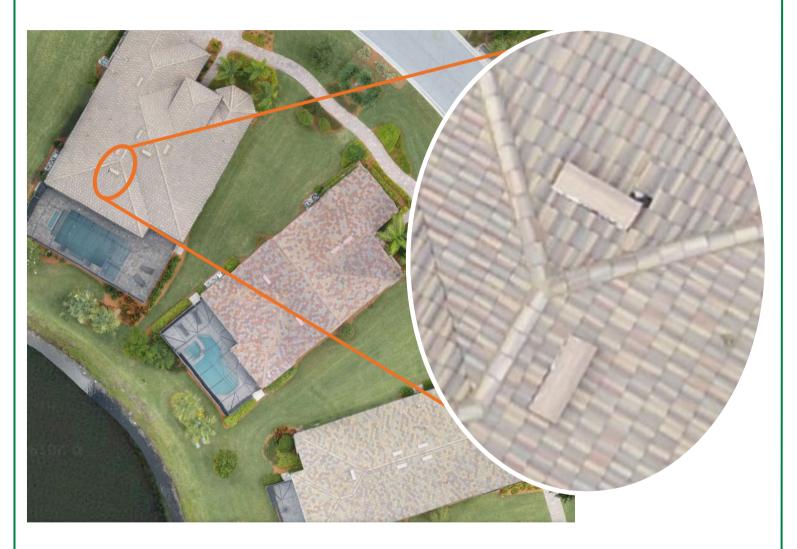


The Count Tool makes creating an inventory of anything easy.





ADDED BENEFIT-ROOF CONDITIONS



With Juniper Mapping, the photos not only capture landscape conditions, but they also show detailed images of roofs in the community. These images may be used by the association, if desired.

PROPOSAL



LANDSCAPE MAINTENANCE

JUNIPER HAS BEEN EXCEEDING INDUSTRY STANDARDS IN THE AREA OF QUALITY AND DEPENDABILITY IN FLORIDA SINCE 2001

Our landscape maintenance teams work closely with the irrigation and horticultural teams. This, combined with regular inspections from our dedicated account managers, helps ensure the job quality our clients have come to expect.





OUR SERVICES

LANDSCAPE INSTALLATION

OUR DESIGN & INSTALLATION TEAMS MAKE AN AWARD-WINNING COMBINATION!

Our teams work hard to deliver a quality project on time and on budget.

- Landscape Design Firm of the Year
- Best Landscape Design Custom Home
- Merit Award Design Residential
- Award Best Landscape Design







LANDSCAPE IRRIGATION



STATE LICENSED IRRIGATION CONTRACTOR

What is a certified irrigation specialty contractor's license?

An irrigation specialty contractor's license is a certified (state-wide) specialty license developed by the Construction Industry Licensing Board to permit contractors to install, maintain, repair, alter, extend, manage, monitor, audit, or, if not prohibited by law, design irrigation systems.

WATER MANAGEMENT

Our industry experts can help guide you on the most effective way to use your water resources.

- Central control management
- Converting beds to drip irrigation
- E/T weather-based controllers
- Soil moisture sensors
- Pressure regulated components
- High efficiency sprinklers





LANDSCAPE IRRIGATION

Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned in to the property manager for authorization.



LANDSCAPE HORTICULTURE



Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.





LANDSCAPE ARCHITECTURE

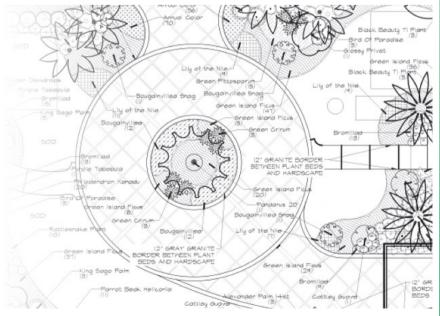
COMPLETE LANDSCAPE ARCHITECTURE & DESIGN SERVICES

Our design team can help boards with master plans for communities. Providing design hardscape features, 3D renderings of landscape plans, and complete landscape plans.



JUNIPER DESIGN TEAM

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



NURSERY & TREE FARM



We know it because we grow it!





With our over 200 acres of nursery & tree farms we can deliver custom, quality plant material to fit the individual needs of our clients. Additionally, our dedicated plant buyer travels throughout the state in search of the best plant material.

By keeping our finger on the pulse of the plant market, we can maximize value for each client.





SEASONAL COLOR

We create custom schedules for our communities on the annual color program. Our annual flower beds are designed and installed to emphasize color, profusion, and display in high profile areas.

SEASONAL FLOWER PROGRAM

- Contract grown flowers
- Custom designed displays
- Scheduled installation
- Fresh look all year
- Best in quality annuals
- Enhanced landscape areas
- Additional fertilization keeps flowers looking great





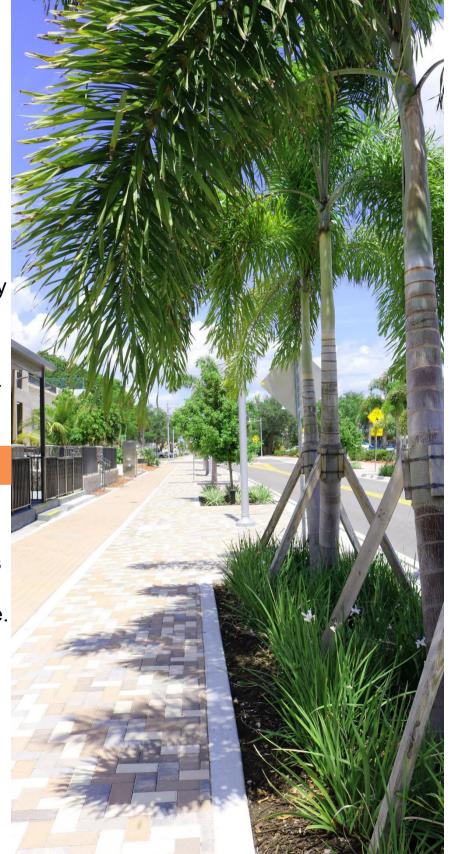
ARBORICULTURE



JUNIPER has multiple ISA certified Arborists that are available for everything you may need for your tree health care. Preventive maintenance helps keep trees in good health while reducing any insect, disease, or site problems.

WHY HIRE AN ARBORIST?

Arborists specialize in the care of individual trees. They are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly. Proper tree care is an investment that can lead to substantial returns. Well caredfor trees are attractive and can add considerable value to your property.



STORM RESPONSE



RESOURCES WHEN YOU NEED THEM MOST!

In preparation for and after a storm, Juniper has additional team members that are critical resources during storm events. They provide not only added manpower but bring with them the trucks and heavy equipment needed to handle storm clean up.



COMPANY RESOURCES

- 1,800+ team members statewide
- 17 locations throughout Florida
- 10,000+ gallons of onsite fuel
- 300+ trucks in our fleet
- ISA Certified Arborists
- Landscape Designers & Architects
- Teams throughout Florida
- Extensive supply of heavy equipment







AWARD WINNING LANDSCAPES

EXCEEDING INDUSTRY STANDARDS!



PINNACLE AWARDS

- Best Landscape Design Custom Home
- Award Best Landscape Design
- Merit Award Design Residential
- Landscape Design Firm of the Year

AURORA AWARDS

- Landscape Design/Pool Design
- Best Custom home for "La Castille"

SAND DOLLAR AWARDS

- Best Community Feature of the Year
- Best Landscape Design 30-50k
- Best Landscape Design under 30k
- Best Landscape Design over 50k

SUMMIT AWARDS

- Best Contracting Landscape 5-8 million+
- Merit Award for Infrastructure & Landscape

SAFETY & TRAINING





We hold the safety of our clients & our team members in the highest regard. We have implemented a company wide safety program that is administered through our safety coordinator & local branch managers.

Initial Hire Program

- Safety rules
- New hire safety orientation
- Required & use of PPE

Safety Training Program

- Equipment certifications
- Weekly safety meetings
- Daily jobsite reviews
- Traffic control systems
- Best practices training
- Safety rewards/swag based on safety performance
- Online training tools

SCAN QR CODE TO WATCH VIDEO HIGHLIGHTS OF OUR IN-HOUSE TRAINING PROGRAM









CERTIFICATIONS & LICENSES

OUR QUALIFIED TEAM

At Juniper, many of our team members hold valuable certifications and licenses. Their years of experience, along with additional training, enables them to provide our customers with answers they can trust.

CERTIFICATIONS & LICENSES

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professional

- FNGLA Certified Landscape Contractor
- ISA Certified Arborist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer
- Best Management Practices (BMPs)



CERTIFICATIONS & LICENSES



MEET THE TEAM MATT DEAN



ENHANCEMENT MANAGER

Matt Dean has been in the green industry for over 17 years, getting his start on the grounds crew of a golf course while still in high school. In order to further his career, he attended the outstanding agricultural program at Florida Southern College where he received a Bachelor's Degree in Turfgrass Management. After graduating, he continued maintaining the beautiful greens of golf courses from Lakeland to Sun City Center.

Matt transitioned into landscape maintenance for HOAs as an Account Manager and eventually developed an interest in the landscape installation side of the business. He has managed enhancement and renovation projects from \$1,000 to over \$1 million. He finds great satisfaction bringing drawings on paper to life and seeing the finished product of a stunning landscaping.

HIGHLIGHTS

- Florida Southern College
 - Bachelor's Degree in Turfgrass
 Management
 - Minor in Business Administration
- Florida Waterwise Certified
- 9 Years Golf Course Management
- 9 Years Landscape Management

LAKELAND 3545 Waterfield Rd Lakeland, FL 33803

MEET THE TEAM KRISTEEN DOBSON





AGRONOMY MANAGER

Kristeen Dobson has over 7 years' experience in the green industry and got her start managing a small nursery. There she started as a Pest Control Technician and worked her way up to Agronomy Manager.

By conducting her own studies and research at the nursery, Kristeen gained a wealth of knowledge about plant materials and the issues they contract. She provides clients with customized plans on how to treat lawns and ornamentals correctly. Her goal is to never stop leaning so she can continue to look after turf and plants the best way possible.

Kristeen currently manages a team of over 10 dedicated Pest Control Technicians at Juniper and is passionate about passing on her knowledge to them. She strives to treat her team well, so they work hard, love their jobs, and achieve their best potential.

HIGHLIGHTS

- FNGLA Certified Horticultural Professional
- Best Management Practices Certified
- LTD Commercial Fertilizer Applicator

LAKELAND 3545 Waterfield Rd Lakeland, FL 33803

MEET THE TEAM JOSH BURTON





BRANCH MANAGER

Josh Burton is a Lakeland native whose green industry experience started at a very young age. He studied Horticultural Science and Business Administration at Florida Southern College where he obtained a Bachelor of Science degree. The green industry is Josh's passion and led him to run his own landscape firm for 23 years.

Josh is a State Certified Irrigation Contractor, Certified Pest Control Operator and holds a license with the Department of Business and Professional Regulation. His strategy is to develop a plan, set goals, and hold accountability. Dissecting contracts and breaking down a property into segments allows for a calculated approach which will ultimately provide the high customer satisfaction that is expected.

Josh believes putting people in the right place and building great teams is the key to success and he focuses on the development of the people around him.

HIGHLIGHTS

- Florida Southern College
 - Bachelor of Science Degree in Horticulture
- State of Florida Certified Irrigation Contractor
- Certified Pest Control Operator
- Over 20 Years Green Industry Experience

LAKELAND 3545 Waterfield Rd Lakeland, FL 33803

MEET THE TEAM BONNIE MARSHALL





CLIENT RELATIONS MANAGER

Bonnie Marshall has been involved in many aspects of the green industry over the past 15 years, including operations, sales, finance, HR, insurance, and more. As a St Petersburg, native, she has spent her entire life living in Florida and feels a strong connection to the area.

Bonnie graduated with honors from the University of South Florida and had the privilege of being part of Wedgworth, an agricultural leadership program. This 2year program starts out locally, then expands to national & international locations, during which Bonnie traveled to Hong Kong, Vietnam, and China.

Bonnie is skilled at managing relationships and offering insights and advice to ensure success at every company she has worked with. During her time with a national tree company, she negotiated the largest commercial landscape sale in company history.

Bonnie is involved with many organizations and has served on their various boards and committees throughout her career. These include, but are not limited to, International Society of Arboriculture (ISA), Florida Nursery, Growers and Landscape Association (FNGLA), Central Florida Hotel and Lodging Association (CFHLA), Community Associations Institute (CAI), Building Owners and Managers Association (BOMA), and Roots Plus Growers Association (RPG).

HIGHLIGHTS

- University of South Florida
 - Bachelor of Science in Finance, Cum Laude
- University of Florida
 - Leadership Program Graduate
 - The George Washington University
 - Master's Certificate in Project Management

TAMPA 7104 E 9th Ave Tampa, FL 33619

MEET THE TEAM JARRETT MYERS





REGIONAL MANAGER

Jarrett Myers has been in the green industry for 25 years. For 14 years he owned his own full-service landscaping company where he gained valuable insights on problem solving in difficult situations. He has a degree in Computer Aided Drafting and is a Certified Pest Control Operator in the state of Florida.

Managing large-scale communities, such as Fish Hawk Ranch and Celebration, is what Jarrett loves to do. He coordinates a plan for each client to ensure they have what they need for a successful transition and maintenance solution. He takes pride in challenging his team to always look for ways to improve and preparing them for a wonderful career in the landscape industry. Jarrett finds great satisfaction in helping team members to become leaders themselves.

HIGHLIGHTS

- Associates Degree in Computer Aided Drafting
- Certified Pest Control Operator
- Best Management Practices Certified
- 25 Years Green Industry Experience

LAKELAND 3545 Waterfield Rd Lakeland, FL 33803

MEET THE TEAM RICARDO PERAZA



DIRECTOR OF SPORTS TURF

Ricardo Peraza has been in the green industry since 2008, starting in landscape & ornamental pest control. Throughout his career, both while owning a real estate company and in the green industry, Ricardo's primary focus has been building strong, unique relationships with customers and employees. His responsibilities at Juniper include all aspects of the sports turf department, from building a top-notch team, to creating agronomic plans to fit any array of customer needs and budgets. Ricardo has had the privilege of working on The Ballpark of the Palm Beaches, spring training ground for the Houston Astros and Washington Nationals. He was also trusted with helping Barry University's multi-million dollar renovating and readying of soccer fields to host the Paris Saint-Germain and Barcelona exhibition games.

Ricardo enjoys spending time with his two young children, his dog, and his wife. In his free time, you will find him off-road biking, camping, and playing games with his kids.

HIGHLIGHTS

- University of Florida
 - Bachelor of Science in Business Administration (Management Major and Marketing Minor)
- Best Management Practices Certified
- State of Florida Department of Entomology & Pest Control Certified ID
- Director of South Florida Sports Turf Managers Association

FORT LAUDERDALE 3300 SW 46th Avenue Davie, FL 33314

MEET THE TEAM MARK MICHALEK





DIRECTOR OF MAINTENANCE ESTIMATING

Mark Michalek moved to Florida with his family at a young age from Pittsburg, PA and has never looked back. He attended the University of Central Florida on an academic scholarship and obtained a Bachelor of Business Administration degree. He had nearly 10 years of experience in community association management, before transitioning to the green industry, and is a licensed CAM. Additionally, he sat on the Trade Show Committee for the Community Associations Institute of Central Florida for 7 years.

In his capacity as a CAM, Mark worked closely with many HOA boards. He specifically provided his expertise on their landscape maintenance contracts and negotiations. This background gave Mark an extensive knowledge of a community's needs and he utilizes this information to give invaluable insight to the sales and maintenance teams at Juniper.

Mark spends his free time in sports related activities such as bowling, football and racing.

HIGHLIGHTS

- University of Central Florida
 - Bachelor of Business Administration
- Licensed Community Association Manager
- Community Associations Institute of Central Florida

(CAICF) Chair for 7 Years

WEST ORLANDO 4000 Avalon Rd Winter Garden, FL 34787

INSURANCE



| CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POIL BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be emit IS USROGATION IS MAVED, subject to the terms and conditions of the policy. (etain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Producers Statement this certificate holder is an ADDITIONAL INSURED, the policy. (etain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Producers Fracting and an addition of the policy. (etain policy etain addition of the policy. (etain additin addition of the policy. (etain addition of | IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(se) must have ADDITIONAL INSURED provisions or be endors ISUBROCATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate holder in lieu of such endorsement[5]. rooucen monocentric registration of FL, Inc Fort Myers JUNIP-1 Insurement in the of such endorsement[5]. rooucen JUNIP-1 Insurement in the certificate holder in lieu of such endorsement[6]. Insurement in the certificate holder in lieu of such endorsement[6]. rooucen JUNIP-1 Insurement in such endorsement[6]. Insurement in the certificate holder in lieu of such endorsement[6]. rooucent JUNIP-1 Insurement in the certificate holder in lieu of such endorsement[6]. Insurement in the certificate holder in lieu of such endorsement[6]. rooucent JUNIP-1 Insurement in the certificate holder in lieu of such endorsement[6]. Insurement in the certificate holder in lieu of such endorsement[6]. root do fits subsidiaries JUNIP-1 Insurement in the certificate holder in lieu of such endorsement[6]. Insurement in the certificate holder in lieu of such endorsement[6]. root do fits subsidiaries JUNIP-1 Insurement in the certificate holder in lieu of such endorsement[6]. Insurement in the certificate holder in lieu of such endorsement[6]. root do fits subsidiaries Gooderse in certif | 1 | | 12 12 | | ICATE OF LIAB | and the second second second | A second second second | | | (MM/DD/YYYY) |
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ACORD 25 (2016/03)

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LEADERSHIP TEAM





Brandon Duke Chief Operating Officer



Dan deMont Chief Revenue Officer



Robert Oulahan Chief Financial Officer

Brandon grew up in the landscape industry and joined Juniper in 2008 after graduating with a Bachelor's of Business Management from Liberty University.

Creating an innovative environment has always been his passion and his creative nature has transformed the way Juniper does business. Brandon added design services to the Juniper repertoire because of his drive to provide Juniper clients the most diverse product offering. He oversees day-to-day operations and is heavily involved in sales and under his leadership, Juniper has experienced year-over-year growth. He has ushered in a new generation of Juniper talent and changed the way we do business today.

Brandon's designs have been recognized by nationwide landscape magazines and he has received numerous awards in the construction industry.

Dan joined the Juniper team in 2011 after a five-year relationship with Juniper as one of their primary vendors. As a Regional Sales Manager for one of the biggest landscape industry suppliers in the United States, Dan managed 14 branches, sold over \$20 million a year, and learned the business from a different perspective.

Dan introduced the idea that Juniper could grow their business with team structure, team goals, and the "one stop shop" mentality while maintaining the small family business feel it was built on. Dan is an experienced landscape and irrigation professional with numerous certifications and has earned multiple awards for landscape design and construction.

He attended both Edison College and UMass Boston and has a degree in business management. Dan is a past vice president of the Florida Irrigation Society SW FL Chapter and is very active in the community, participating in various charities.

Robert spent the majority of his over 25-year career serving middle market companies in financial leadership positions. His experience includes time with "Big 4" accounting firms, Nasdaq listed companies and strong growth focused entities. He has helped guide these businesses by implementing various financial and tax solutions that were in line with the company's strategies and core values. He has specialized in service industry and construction companies during his career in the public and private sector.

Robert graduated Rutgers University as a Magna Cum Laude. After college he successfully obtained his CPA certification.

CLIENT REFERENCES

| Jonathan Pentecost Division President SW FL | "Since 2005, Juniper Landscaping has provided quality material and workmanship for thousands of homes built for DR Horton and our brands in Southwest Florida. I have found not only their prices to be competitive, but they are highly skilled operators with excellent execution in their business from first negotiation to last install and warranty." |
|--|---|
| Rhonda Brewer V.P. Community Development | "Juniper is a full service landscape, irrigation, and maintenance company with exceptional customer service and quality. They have the expertise and attention to detail which make working with them a pleasure and our projects a success. I would highly recommend Juniper for any landscape or irrigation project." |
| Mike Lewis V.P. Purchasing, Design & Architecture | "Juniper Landscaping is truly a full service operation. From incredible landscape designs by the team at Botanics Design Group to top quality material and installation services to best in class maintenance operations keeping the landscaping looking beautiful long after the initial install, Juniper does it all with some of the best people in the business." |
| John R. Peshkin Managing Principle | "Juniper is a first-class organization focused on customer satisfaction. The turn-key services they provide us from preliminary design and budgeting to construction and long-term maintenance have helped streamline our land development efforts. Juniper provides excellent quality work and is a trusted and valued trade partner." |
| Bob Koenig Vice President | "Juniper has successfully completed a diverse range of projects for our company such as an addition to a high end resort hotel, a custom home whose owners wanted their landscaping to make a statement, institutional work, a streetscape project on 47th Terrace in Cape Coral and code minimum projects for warehouses and manufacturing. Throughout each of these projects Juniper Landscaping has been able work effectively with our team on site to meet the demands of the budget and the schedule required for each project while providing a quality project. I highly recommend Juniper." |



JUNIPER CARES



Making our communities better places to live and work is important, not only for our clients and employees, but for all our neighbors in the area. With that in mind, we support many local charitable organizations across the state and use environmentally sound practices.



Juniper CARES





JUNIPER CARES







industry COLLECTIVE

The Industry COLLECTIVE is a movement of landscapers, lawn care companies, and suppliers who are unified in their efforts to impact their local communities.

Imagine an entire industry coming together, to serve and to give, for the sole purpose of creating a positive impact locally and around the world. This is Industry Collective.

Industry Collective has designed practical, on-site community service events to minimize headache and maximize IMPACT. This makes it easier than ever to build team morale while serving the needs of communities everywhere.



PORTFOLIO: TAMPA

FISH HAWK TRAILS





PORTFOLIO: LAKELAND





FISHHAWK RANCH



PORTFOLIO: LAKELAND



PORTFOLIO: OCALA

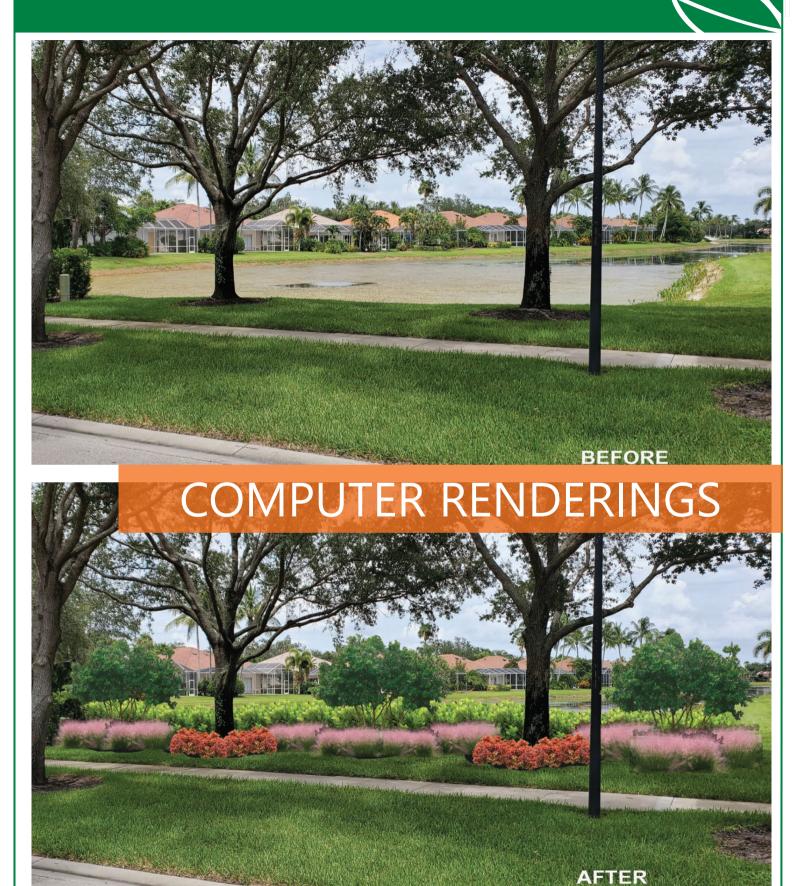


WORLD EQUESTRIAN CENTER





DESIGN SAMPLES





SILVERADO COMMUNITY DEVELOPMENT DISTRICT





Built on Integrity. Grown on Relationships.

Silverado CDD 2300 Glades Road, Suite 410W Boca Raton, FI 33431 Attn: Daphne Gillyard



Tampa Dover, Florida 33527 (813) 757-6500



Wesley Chapel 13050 E US Highway 92 Dover, Florida 33527 Lutz, FL 33559 (813) 406-4465



Sarasota 1306 Rome Avenue Sarasota, FL 34243 (941) 556-9404



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hank you!

We would like to thank you for the opportunity to submit the following proposal for review. Our approach is one of partnership and stewardship; we want you to earn your trust and work together to exceed your needs, goals, and desires, improving your landscape's appearance, longevity and preserving your investment.

We care about understanding all of your primary concerns and areas of challenge, which helps us establish our rotational service and how we will divide the property into areas for service.

- 1. Providing detail services rotationally each week.
- 2. Scheduling all annual services prior to due date.
- 3. Actively scouting for opportunities to improve the landscape.
- 4. Manage your landscapes water consumption by property oversight and proposing long-term improvements.

Communication is key. We provide a proprietary customer service experience with a hands-on Account Manager. We offer weekly, monthly, and quarterly reports on the status of services and the work quality. This process is done in partnership with you to document our progress along with pictures of what we have discussed.

The LMP Advantage is that we partner with you rather than simply doing jobs for you. LMP will provide project management, offer maintenance strategies, and oversee the execution of services that provide the expected results. We understand needs change as a business and landscape evolve. Our focus is on the 'big picture', which enables us to create strategic plans that help guide your budgeting. When key business objectives are driven by quality, we know that there is no margin for error. With LMP you will discover a better landscape long-term—giving you and your property the proper attention and care, as well as bring you the information you need to communicate to your stakeholders efficiently.

We understand the challenges you face in managing expectations, and we look forward to the opportunity to serve as your landscape partner. Your property's appearance and your brand are safe with us.

Sincerely,





Section I – About Us

Landscape Maintenance Professionals, Inc. – Our History & Legacy



Our history is about our accomplishments; our legacy is about our impact.

LMP was created for the simple purpose of providing landscape maintenance services that reflect its passion, and over the decades, that passion has grown, driving the company's culture. Orlando Castillo, LMP's founder, and President began the company with a simple motto, "do what you say you're going to do it." He learned this from his father, who instilled in him an entrepreneurial spirit and the importance of honoring commitments and maintaining integrity even when things get difficult. When Orlando began the company in 1991, he had less than five trucks in his fleet but a burning passion for elevating landscaping to a profession. Since then, he has successfully grown the business in revenues and reverence by building solid teams with solid leadership.

We believe ourselves to be fully accountable for all aspects of protecting your largest uninsured asset, the landscape. Our successful partnerships are built upon accountability and respect and the continuous flow of relevant information. We consistently demonstrate our commitment to communication through our Account Managers' collaborative relationship with the client.



Our reputation for acting with the highest values and principles is our legacy and the strong foundation for our future.

Landscape Maintenance Professionals, Inc.SM (LMPSM) is a privately held, single-owner organization that has grown organically by providing premier landscape services for three decades. LMP's approach to landscape maintenance and business is to focus on the details. This attention to detail extends beyond the physical appearance of a property to the foundation of the successful relationships we build. We notice the little things that can enhance the overall appearance of a property, and we train all our employees on this practice.

Our Mission

Our mission is to exceed our clients' expectations by providing exceptional landscape services at competitive prices, demonstrating that we are fully accountable for our work, and cultivating long-term, trouble-free relationships with our customers.

> What We Believe

The world is continually changing, and so is our business. But one thing that will never change is our commitment to maintaining the highest ethical standards. Our team's decades of combined experience in all facets of the industry, coupled with an unwavering commitment to quality, has led to the establishment of a loyal clientele we are privileged to serve.

Our reputation is one of our greatest assets, and each of us has a responsibility to protect it every day. When faced with challenges, how we respond defines us. Our decisions, and ultimately our actions, tell our community who we are at LMP.

We hope to continue our **LEGACY** of **EXCELLENCE** with you.



Core Values

We believe that our core values and company culture define us at Landscape Maintenance Professionals and set us apart from our competition!



Integrity

It's something we live every day when we hold ourselves accountable and deliver results. It is a constant. Those with whom we work and live can rely on us. We align our actions with our words and deliver what we promise. We build and strengthen our reputation through trust.

Excellence

We are dedicated to quality with an acute focus on our customers.

We are determined to serve our customers through innovation, continuous improvement, an intense focus on customer needs, and a dedication to meet those needs and deliver value through our products, services, and solutions to help them succeed.

9 For us, excellence is not only a value; it is a discipline and a means for making the world a better place.

Teamwork

We are a team, sharing our unique talents to help those we engage, whether at work, home, or in the community. We are one encouraging and supportive team, leading by example and influence, encouraging and supportive to inspire all to maximize their potential.

- We hold ourselves accountable as team members and the responsibility we each have to achieve our collective goals.
- We know that we can produce better results as a team than any of us can achieve alone.
- We recognize and celebrate milestones reminding each other that their best work is recognized and appreciated.

Commitment

- We embrace our responsibilities.
- We understand and focus on the needs of our customers.
- We are committed to the safety of our teams, our customers, and the environment.
- We are each personally accountable for meeting both individual and shared goals.
- We are committed to providing sustainable solutions that best serve our planet and its people.







We are your full-service landscape management partner that is built on integrity and has grown on relationships. The drive to go above and beyond; a collaborative culture that works with you to exceed your project goals; and the capability to leverage innovation to meet emerging trends and keep you at the forefront is LMP.

Construction & Installation

LMP has installed and renovated commercial landscapes throughout Florida for over 30 years. We honor specifications set while using the highest quality material available. Our certified irrigation technicians and crews are capable of installation and repairing of multiple types of irrigation systems.



Landscape Maintenance

Our teams are trained in comprehensive landscape maintenance protocols, from policing a property to removing all debris and hazards. We understand the desire to increase property values, achieve high tenancy and occupancy rates, and drive traffic through visual appeal. We partner with each client to define a custom plan and full scope of services for their unique property goals.





Integrated Pest Management

LMP's Certified Pest Control Operators ensure each property is provided the opportunity to participate in prevention programs designed to mitigate unforeseen expenses to the landscaping budget.



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Our IPM program monitors pests and identifies them accurately to make appropriate control decisions with action thresholds. This monitoring and identification remove the possibility that pesticides will be used when they are not needed or that the wrong pesticide will be used.

Horticultural Controls

Horticultural practices such as pruning, mulching, planting pest-resistant trees and shrubs, composting decayed plant material, and using it to improve soil quality also help control pest populations safely and effectively while protecting the environment from chemical overuse.

Chemical Controls

With IPM, the least toxic pesticides are used only when a pest is actively causing severe damage, and there is no spraying on a calendar basis.

Pest Prevention

Pest prevention is a fundamental IPM concept. Prevention involves removing the conditions that might attract a pest or disease or providing it with the food and environment it needs to thrive. Some plants need full sun, some do better in the shade, and some grow best in specific soils. Some need a lot of fertilizer; others need very little. Nothing does well, surrounded by weeds that compete for light, fertility, and water and often harbor insects and diseases.

Irrigation Management

Our team of Certified Irrigation Technicians provides industry-leading installation, maintenance, and repair services to ensure your irrigation system is performing at optimal efficiency. LMP's irrigation technicians are responsible for strict adherence to the best management practices.

Before beginning routine landscape maintenance services at a property, the irrigation teams of LMP are tasked with performing a full audit of the irrigation system, documenting deficiencies from the number of zones, faulty controllers, compromised lines, and potential improvements to hydro zoning practices. The completed audit accompanied by recommendations for improvements, repairs, or replacements is presented to the appropriate property contacts for review and implementation approval.





Floriculture & Enhancements

Since our beginnings in 1991, our **Enhancement and Floriculture** programs have been a differentiator that has made our customers' properties stand out for future residents, prospective tenants, and passersby. Our connection with regional growers benefits our customers greatly by keeping them ahead of new varieties of seasonal colors and plants.

Our **floriculture services** include design, installation and maintenance, and insect and disease control. Our professionally trained team can provide seasonal color that adds depth, increases curb appeal, and sets your property apart, from beds to container gardening to hanging baskets.



Our **enhancement services** offer a wide range of design options for your property. We provide award winning seasonal color programs and can refresh, refurbish, or replace areas as needed to keep the high-visibility areas of your properties looking their best.

LMP's teams are experienced in designing and installing improvements from turf, annuals,
 trees, shrubs, and inorganic materials to revitalize a community or commercial property.

Arbor Services

LMP's Arbor team performs services from extensive pruning in the winter and before the onset of hurricane season, cutbacks, tree removal, stump grinding, debris removal, fertilization, and tree installation, as well as relocation services.

The LMP Arbor Care team includes individuals recognized by the International Society of Arborists (ISA) as Certified Arborists and Tree Risk Assessment Specialists. These individuals have the knowledge and experience to discern if not only a tree is at risk for infestation or even death, but they can determine the best diagnostic and treatment tools needed to mitigate any significant damage before its occurrence.









LMP Locations

LMP has three regional locations servicing the greater Tampa Bay area. Each site is structured to provide optimal support to clients by implementing a team approach to accountability. Properties are assigned an Account Manager, responsible for overseeing the property and coordinating services with the Irrigation Manager, Fertilization and Pest Control Manager, and Enhancement Manager regarding services required outside of general maintenance. The Branch Manager is informed of all aspects of the client's needs and requests regarding landscape services and oversees operations and client satisfaction, services, and personnel.

The branches servicing clients in the greater Tampa Bay area include:



Client Profiles







Retail







Landscape Maintenance

Professionals, Inc.™









LMP Bid v.07.18.25.01

SECTION II The Partnership

Landscape Maintenance Professionals specialize in commercial landscape maintenance, serving all types of businesses in Citrus, DeSoto, Hardee, Hernando, Hillsborough, Pasco, Pinellas, Polk, Sarasota, and Manatee counties.

At LMP, our service delivery model is built to customize a unique experience for each customer we service. We have developed the best practices to meet customer needs through our expertise, experience, resources, and continual awareness.



A great customer experience starts with excellent customer service. Our approach is based on excellent communication, both before the project begins and throughout the entire process. Reliability is peace of mind, and we focus on inspiring change and addressing issues before they become concerns. Clients recognize our integrity and commitment to exceeding their expectations through the beautiful landscapes we provide.



Efficient & Courteous Teams



LMP leadership nurtures teamwork combining common sense with uncommon levels of discipline and persistence. Our legacy is in the details of our professional, punctual and efficient crew members. We work closely with clients to build a strong foundation and ongoing relationship, where we take into account your personal preferences, requirements & expectations.



At LMP, we deliver the highest quality results when and where you need them. Our services are designed to address your commercial property needs. We utilize the best mowing and maintenance techniques with top-of-the-line, well-maintained equipment, bringing the ultimate expert solutions to your landscape and lawn maintenance problems.



Satisfaction is the result of expectations being met. LMP understands the consistent quality of service is key to your satisfaction. Our LMP quality control measures provide systems that set the standards for operations and outcomes, designed to ensure that every team member can meet those standards and deliver reliable results. We take pride in our work, our name, and our customer's satisfaction.



Environmental, Health & Safety | EHS

Our culture drives continuous improvement by establishing measurable targets and goals. We utilize measurements and accountabilities to monitor and document performance towards goals, oversee improvements, and maintain the effectiveness of our environmental, health, and safety systems.

LMP's safety program is a documented process that is introduced to its employees prior to their first day in the field and continues on a weekly basis with formal 'Tailgate Training Sessions' in addition to daily safety checklist processes. Preventing employees from experiencing exposure to workplace hazards is the backbone of our effective safety program.

LMP commits itself to the safety and well-being of each employee and has practices in place to ensure that its safety awareness and methods are extended to its clients, their properties, tenants and owners, and the public in general.



Bill Maxwell, Director of Safety MBA, Certified GI-BMP Instructor



NATIONAL SOCIATION OF LANDSCAPE PROFESSIONALS Safe Company Program

We're committed to developing systems that drive safe work practices. At LMP, each employee makes health, safety, and environmental protection integral to all daily work. Our associates are our greatest asset. We're equally committed to environmental stewardship and sustainable initiatives to reduce waste, water, and energy use.

Drug-Free Workplace



LMP also participates in the Drug-Free Workplace Program (DFWP) and adheres to the guidelines stipulated by the state of Florida. LMP has made it a practice to prevent workplace injuries through a NO TOLERANCE for substance violations and abuse. Before a potential candidate is offered the opportunity to join the LMP family, they must participate in and pass a pre-employment drug test. We also perform random testing that occurs monthly, post-accident, and if reasonable suspicion.







The LMP Business Resiliency Plan provides our clients and internal departments with a contingency and backup resource structure to ensure continuity of critical business operations. Proactive reaction to emergency events including but not limited to hurricane, terrorist, storm & flood, will be in place to keep your operation intact.

In reaction to any event deemed as critical in nature, LMP will adjust resources and/or work at client properties in a timely and efficient manner to reduce or eliminate impacts to your business operations. This includes but is not limited to the following events:

Hurricane 🗢 Named Storm 🗢 Other Storm Flood 🗢 Fire 🗢 Tree Falls 🗢 Safety Hazards

Production

1) Reduce standard Production Schedule to minimal needs during event.

- 2) Focus on proactive recovery of specific event.
- 3) Do not add new enhancement or new installation work.
- 4) Delay existing enhancement or new installation work. Delay regularly scheduled maintenance.

Recovery Outline

Resources will be aligned and dispatched upon the all clear from the local authorities.

1) Clear Roadways and doorways by cutting and stacking downed tree and branches near roadside

- 2) Clear landscape areas of debris, downed storm fall and stack near roadside
- 3) Remove initial stacked roadside material
- 4) Focus turns to cleanup from buildings out to property boundaries until recovered.



Local Emergency Call List will be provided.



Reports & Inspections

To achieve quality results, your community requires the expertise of a professional landscape management company such as LMP. Our qualified division managers, area managers, irrigation technicians, certified crew members will give your property the quality care your property deserves.

LMP has benchmarks in place to measure the quality of work provided to clients throughout the partnership. To ensure your property is getting the attention it requires, managers perform regular quality checks, in addition to monthly landscape walks. Areas of concern are addressed promptly and communicated to clients. Our goal is to make the customer happy, and we strive to build relationships that make things grow.



MQI Report | Monthly Quality Inspection Report

The MQI Report includes:

- A summary of work completed and work in progress
- Outstanding issues
- Issues resolved during the reporting period
- Outstanding potential change orders
- Current status of active projects with an estimated completion date
- Project pictures as appropriate

Deficient items will be followed up on agreed time frames to ensure compliance. Your Account Manager will ensure all questions and concerns are addressed.

MI Report | Monthly Irrigation Inspection & Irrigation Service Request

Each month, an LMP irrigation technician will inspect the irrigation system for pressure variations, excessive flow rates, non-uniform distribution of water, faulty valves and wiring, or controller failures or inefficiencies. These inspections will be documented within a report to the assigned Account Manager and appropriate property contact to communicate potential stress on the landscape materials and obtain authorization to make the necessary repairs or improvements.

Fertilization and Pesticide Spray Sheet & Fertilization and Pesticide Report

As the first line of pest control, the IPM program works to prevent pests from becoming a threat. This strategy involves routine monitoring of the landscape to identify and remedy pest outbreaks early before they become widespread. When curative treatment is needed, we target only areas where pests can reduce exposure and environmental impact. | *Documented after any application*.

Truck, Trailer & Equipment Checklist | Weekly

Our service vehicles are well maintained, registered, insured, and operated only by responsible licensed personnel. We replace our mowers every three years and replace our trucks every five to 10 years. We employ full-time mechanics to perform preventive maintenance and repairs at each branch, so our equipment runs well for as long as possible. We have a regular schedule for maintaining equipment, so downtime is limited while machines are being repaired. Each quarter, we review the condition of all pieces of our fleet to continue to plan for repairs and replacements proactively.



MQI Report | Monthly Quality Inspection Report



Monthly Quality Inspection Report

| Submiited by | |
|--------------|--|
| Date | |
| Reference # | |
| Location | |

P.O. 267 Seffner, Florida 33583 (813)757-6500 🖨 (813)757-6501 www.LMPPRO.com

| General Information | |
|----------------------|--|
| Property | |
| Location | |
| Supervisor | |
| Supervisor Email | |
| Branch Manager | |
| Branch Manager Email | |
| Date of Inspection | |

| Details | | Photos |
|---------------------------|------------------------|-------------------------|
| Grade | 15 categories are grad | led during |
| Notes | our MQI with photos a | ind notes. |
| Palm Pruning | | Photos |
| Grade | | |
| Notes | | |
| Overall Cleanliness | | Photos |
| Grade | م | |
| Notes | | e conditions document |
| Plant Insect & Disease Co | | ditions and demonstrate |
| Grade | Improvemen | nts moving forward. |
| Notes | | |
| Plant Fertility | | Photos |
| Grade | | |
| Notes | | |



MQI Report | Monthly Quality Inspection Report | continued

| Mowing Functions | | Photos |
|--|-------------|---|
| Grade | | |
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| Grade | | |
| Notes | | Version of a detailed MQI ne specifics we monitor. |
| Turf Insect & Disease Co | ntrol | Photos |
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Monthly Quality Inspection Report | continued



MQI Report | Monthly Quality Inspection Report | continued

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| Turf Fertility | | | Photos | |
| Grade | | | | |
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| Notes | | | | |
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| Carryovers | | | Photos | |
| Grade | | | | |
| Grade | | | - | |
| Notes | | | | |
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| Deductions | | | Photos | |
| Seasonal Color (if applicable) | Grade | | | |
| Seasonal Color Notes | | | | |
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| Insect Disease Control | Grade | | - | |
| Insect Disease Control Notes | | | | |
| | Constru- | | 4 | |
| Deadheading Pruning | Grade | | 4 | |
| Deadheading Pruning Notes | | | | |
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| Notes to Client | | | | |
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Built on Integrity. Grown on Relationships.

Monthly Quality Inspection Report | continued

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O

Monthly Irrigation Inspection



P.O. 267 Seffner, Florida 33583 (813)757-6500 (813)757-6501 www.LMPPRO.com

Irrigation Inspection Report

| | |
|------------|--|
| Date | |
| Technician | |
| Arrive | |
| Depart | |

Clock Type | # Battery Date Confirm Time | Date Time | Date Adjust Ν Rain Sensor ok bad Battery Replaced Y N Yes Y Notes Wed Technician Us Only | Additional Charges prepared on Standard Invoice Start Sun Mon Tues Thurs Pgm A 1 Labor Hours Rate Amount Supervisor \$ Pgm A 2 \$ Technician 1 Pgm B Total Labor Charges \$ 2 Pgm B Pgm C 1 Materials Quantity Unit Extended 2 Pgm C Pgm D 1 Type A B C D Zone Information Zone 1 2 **Our Irrigation Inspection** 3 monitors your irrigation 4 system and includes regular 5 inspections to detect leaks, 6 7 blockages or part failures. 8 It also includes routine 9 sprinkler head cleaning and 10 adjustments. 11 12 13 \mathbf{O} 14 15 16 17 18 Total Materials \$ 19 Total Labor \$ 20 Grand Total \$ 21 22 Bill to 23 24 Season Adjust %



Run Time

Fertilization & Pesticide Spray Sheet



P.O. 267 Seffner, Florida 33583 (813)757-6500 (a) (813)757-6501 www.LMPPRO.com **Fertilization & Pesticide Spray Sheet**

| Submiited by | |
|--------------|--|
| Date | |
| Client | |

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Date Submitted

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| Insect | | | | | | | | | | |
| Disease | | | | | | | | | | |
| Other | | | | | | | | | | |

| Description of Problem | |
|------------------------|---|
| | Our landscape services involve quickly identifying the exact insects plaguing your yard. Our Technicians are trained and knowledgeable on how to treat and minimize the impact of insects, fungi and diseases. |
| | |



| Scou | теа ву | | | | Scout Date | |
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| Tech | inician | | | | Schedule Date | |
| | | | | _ | Date Completed | |
| | Completed? | Yes | No | | Date Completed | |
| | Completeu: | les | | | Follow-Up Date | |
| | Follow up | Yes | No | | | |
| | | | | J | Date Completed | |
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E-mail form to: Garth Rinard, George Brennan, Devan Pasciuta



Fertilization & Pesticide Report

| IMC | Lands Mainter | nance | ance nack, nale a Equipment eneckist | | | | | | | | | | |
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| Technician | | | | Air | Тетр | Wind Speed Direction | Precipita | tion | Arrive | e | | | |
| Helper | | | | | Depart | | | | | | | | |
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Truck, Trailer & Equipment Checklist

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Kick-off Meeting

LMP's initial focus is on learning the property with all project start-ups by performing a complete property-wide inspection and analysis of turf, plant material, and irrigation systems.

Prior to commencing service on any property, a **thorough walk of the property** is performed with the **Account Manager** and **Crew Leader**, where all areas of particular interest or special instructions are identified. A report will document the entire property through photographs and provide the client with a detailed report on the conditions of the property, followed by a **Project Kick-off meeting** where we will ensure specifications are in line with expectations.

- Review assessment from property walk-through.
- Review the initial operational plan to confirm the scope of work and expectations.
- Identifying service areas, required periods to perform various services, as well as a map for mowing and detail work.



Establish Vision & Deliverables



Project Planning





Roles & Responsibilities









Irrigation

LMP will perform a full irrigation system inspection to identify any deficiencies to the current system and a cost component for addressing the issues.

Projected Chemical Applications

We find that until we know the actual integrity of the irrigation system, it limits our ability to apply many chemicals, including fertilizers. This is because so many chemicals need access to water following an application, or the application will damage the plant material.

Setting Timelines & Expectations

As with any new initiative or project, there will be a learning curve as LMP becomes familiar with the property; however, it is our goal to have that learning curve minimized through the development of a solid operational plan. As LMP is learning the nuances of the property, we would like the client to be aware that we are inspecting systems and layouts to ensure we have accurate information to share regarding:

Additionally, it is standard practice for key members of LMP's project team to schedule a **Progress Review**, to review the progress of the property with photographs taken over the course of the partnership at designated locations.





Orlando Castillo | President & CEO

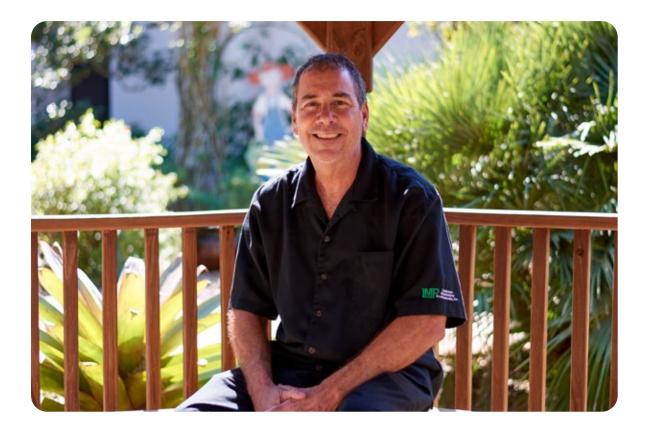
What does it mean to you to be a landscape professional?

I worked hard in the field, educating myself in the trenches. For many years, I labored learning all aspects of exterior grounds services, from mowing, weeding, and edging to insect/disease control to irrigation. Before the advent of technology, I would carry books around in my truck to help me diagnose issues I would come across. When I could, I would attend horticulture classes at night to earn the right and privilege to call myself a professional. It is my greatest accomplishment, and I embrace it with pride and satisfaction.

What motivates you on a Monday morning?

I am motivated knowing that I will spend the day visiting job sites to perform quality assurance inspections. It is exciting to have the opportunity to see the products our team produces and spend time with them in the field to talk about the property and the product.

I get to share the experience and knowledge I learned over the years with these men and women, and I can learn from them when we are in the field together.







Scott Carlson | Vice President & GM

What does it mean to you to be a landscape professional?

Having had the opportunity to begin a career as a golf professional at a very young age, I developed a love for well-groomed landscapes. They create a sense of calm and appreciation with their color and lines, and I am proud to know that I contribute to that by being a landscape professional.

I enjoy having the opportunity to watch the men and women in the organization grow in their confidence and creativity and hear the positive feedback from our clients and the compliments we receive from members of the public for our work.

What motivates you on a Monday morning?

I get excited knowing that the day and the week are going to present both challenges and opportunities. Challenges are just opportunities for us to refine our processes and train our people to ensure we provide a quality product beyond what our clients are anticipating.

The opportunities are just an extension of the challenges. Over the ten years, I have been with LMP, I have watched the organization grow organically as our clients refer us to their partners. I have had the privilege of watching the LMP family members grow, develop, and advance in their careers, and it continues to bring me enjoyment.







Garth Rinard Certified Pest Control Operator, GI-BMP Dover | Branch Manager



Background

My horticultural career began as a means for an income. What started as a part-time job quickly became a residential lawn service. At the same time, I was engaged in selling residential real estate after completing a business degree at the University of Florida. Eager to learn more about the profession I had become enamored with, I joined a commercial landscape company to further my skill set. I have remained in the business for more than 33 years, acquiring operational knowledge and certifications.

Qualifications

I am a Certified Pest Control Operator specializing in Lawn and Ornamental pests. I am certified in the Green Industries Best Management Practices (GI-BMPs) program for lawn care and landscape maintenance.

Customer Philosophy

Communication is the cornerstone of any relationship; we must understand a client's vision for their landscape and assess how to best provide the services needed to make that vision a reality. The most proactive and comprehensive way to achieve these goals is to communicate consistently, openly, and thoroughly.

Employee Philosophy

Employees are the first-line client of any organization; they are the physical and emotional ambassadors of what a client can expect from an organization regarding commitment, integrity, professionalism, and abilities.

My philosophy is based on the ability to communicate openly and effectively. I focus on making sure my team has high morale and job satisfaction. We make it a practice to train and mentor our employees, ingrain the culture of accountability and teamwork we adopted several years ago and encourage them to grow.

What it Means to Me

To be involved in the green industry is an opportunity to cultivate a healthy environment and future caregivers. In an industry that is continuously evolving, learning opportunities are tremendous. Our responsibility is to share our knowledge and passion with prospective landscapers, horticulturists, and arborists.





Erwing Martinez Landscape University, GI-BMP Wesley Chapel | Branch Manager



Background

I have been in the landscape industry for over 30 years, joining LMP in 2020 as the Operations Manager for the Wesley Chapel branch. Consistency is critical to a property owner or manager; knowing the goals and having a solid foundation of principles has been vital to my success. Before joining LMP, I served as Service Manager Interiorscape Division for From The Ground Up for two years, Ecospcape Department Manager for Chemlawn for two years, Business Developer for ValleyCrest for nine years, and Operations Manager for Vivicon for fifteen years.

Qualifications

I believe my most important asset is the vast experience I have had within the industry, extensive training, continuing education. I enjoy merging my skill set and creativity with a keen eye for detail, implementing good design and sustainable horticulture assets.

Customer Philosophy

I see customers as a partnership, all striving to do what is right and build on a mutually beneficial relationship. I understand each client's specific wants and needs and dedicate myself and the team to meeting and exceeding these requirements.

Employee Philosophy

Quality service is reflected in all our employees in all of employees each moment they are on the job. I strive to lead in a direction that reduces the chances of failure. But more importantly, allowing our LMP Family to be mentored and motivated to improve tenure.

What it Means to Me

I was drawn to LMP because I believe in a company that is respected as a leader, as well as creating and implementing well proven systems that are effective. As Branch Manager, I manage and lead a team servicing a territory from Citrus to Pinellas county. I am committed to supporting our clients' short and long-term growth objectives and advancing LMP's excellent industry reputation and brand by providing exceptional service and quality through a highly trained team. Ensuring timely, efficient communication and consistency is a priority I provide our clients. I want to be proud of the positive difference I have made in someone's life.





Christopher Berry GI-BMP Sarasota | Branch Manager



Background

I have been involved in the landscaping industry for more than 15 years now, where I began in the Sarasota area as a supervisor and irrigation technician. Since that time, I have had the opportunity to learn about the physical and financial operations of the industry and have been involved in the new construction side of the business and the maintenance side.

Qualifications

I have a background in aviation and have spent time procuring various certifications related to landscaping, including Best Management Practices (BMP), Planning and Management Services, Lake and Wetland Management, Core Pesticide Safety Training. I also have licenses related to Lawn and Ornamental Pesticide Applications and Aquatic Pesticide Applications.

Customer Philosophy

My philosophy is to treat each client with respect and demonstrate that we are professionals operating from a place of integrity, accountability, and experience.

Employee Philosophy

Demonstrate compassion, respect, and trust for each member of your team. Foster empowerment to help employees own their work and take responsibility for their results.

What it Means to Me

The personal satisfaction I receive from helping a customer or an employee means a great deal to me. I find it very rewarding to act as a steward and representative of the landscape industry.



Licensure & Certifications

Our commercial landscapers are degreed, accredited, and certified to handle all aspects from lawn maintenance to plant health diagnosis. Our landscapers receive constant training to ensure that they stay up to date with the latest guidelines, information, and procedures they will be implemented on a day-to-day basis.

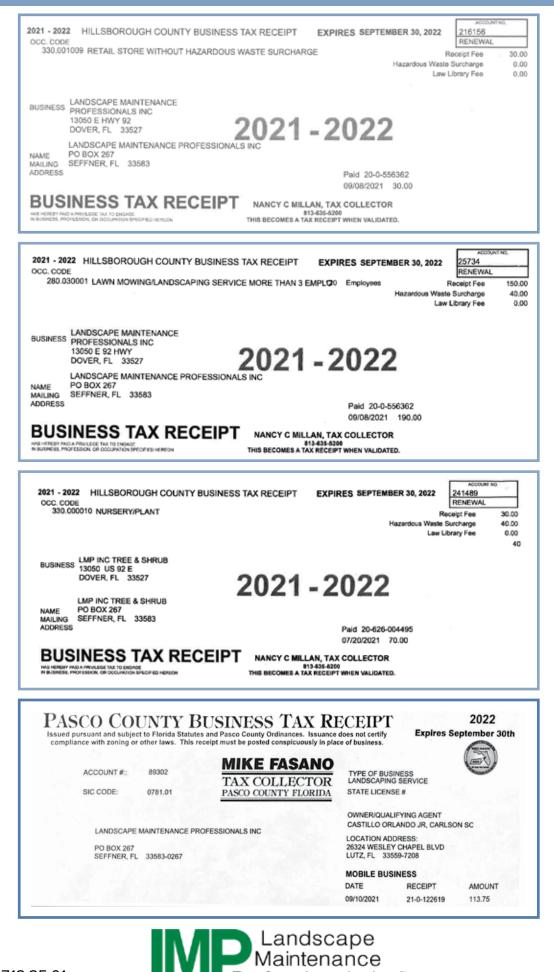
| | CORD | | | FICATE OF LIA | | | | | 07 | (MM/DD/YYYY) 7/21/2022 |
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| | DUCER | | | | CONTACT NAME: | | | | | |
| | hl & Associates Insurance Inc. Carillon Parkway | | | | (A/C, NO, EXI): | | 1-9791 stpete@stabli | FAX (A/C, No): insurance.com | (727) | 396-3562 |
| | ·····, | | | | ADDRESS: | | | | | NAIC # |
| | Petersburg, FL | | | FL 33716 | INCOLLICA. | l Insu | rance Compa | any | | 10178 |
| INOU | Landscape Maintenance | Professiona | ls Inc. | | INSURER B : INSURER C : | | | | | |
| | DBA LMP | | | | INSURER D : | | | | | |
| | P O Box 267 Seffner | | | FL 33583-0267 | INSURER E : | | | | | |
| co | VERAGES | CERTIFIC | ATE | NUMBER: August 2021 I | INSURER F : Rewrite | | | REVISION NUMBER: | | |
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| | | | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | Ψ | ,000 |
| | | | | | | | | MED EXP (Any one person) | \$ 5,00 | |
| A | | | | TBD | 08/01/20 |)22 | 08/01/2023 | PERSONAL & ADV INJURY | Ψ | 0,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC | | | | | | | | Ψ | 00,000 |
| | OTHER: | | | | | | | PRODUCTS - COMP/OP AGG | \$ _, | |
| | | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,00 | 00,000 |
| А | ANY AUTO OWNED SCHEDULE | 5 | | твр | 08/01/20 | 122 | 08/01/2023 | BODILY INJURY (Per person) BODILY INJURY (Per accident) | \$ \$ | |
| | AUTOS ONLY AUTOS HIRED NON-OWNE AUTOS ONLY AUTOS ONL | D V | | | | _ | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | PIP-Basic | \$ 10,0 | |
| А | UMBRELLA LIAB | | | TBD | 08/01/20 | 122 | 08/01/2023 | EACH OCCURRENCE | Ψ | 0,000 |
| | DED RETENTION \$ 0 | -MADE | | | 00,01,21 | | 00.0112020 | AGGREGATE | s 2,00 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | | | | | | X PER OTH- STATUTE ER | | |
| А | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | тво | 08/01/20 | 22 | 08/01/2023 | E.L. EACH ACCIDENT | \$ 1,00 | 00,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT | Ψ | 0,000 |
| | Leased or Rented Equipment | | | | | | | | ų. | |
| A | · | | | TBD | 08/01/20 | 022 | 08/01/2023 | Limit Deductible | 75,0 2,50 | |
| DES | CRIPTION OF OPERATIONS / LOCATIONS / \ | /EHICLES (A | CORD | 101, Additional Remarks Schedule, | may be attached if m | ore spa | ice is required) | | 2,30 | |
| | | | | | | | | | | |
| CE | RTIFICATE HOLDER | | | | CANCELLATIC | N | | | | |
| | FOR INFORMATION PUP | RPOSES O | NLY | | SHOULD ANY THE EXPIRATI | OF TH ON DA E WITH | ATE THEREON I THE POLICY | SCRIBED POLICIES BE CAI F, NOTICE WILL BE DELIVEI Y PROVISIONS. | | D BEFORE |
| | ***** | | | | AUTHORIZED REPR | RESENT | TATIVE | | | |

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

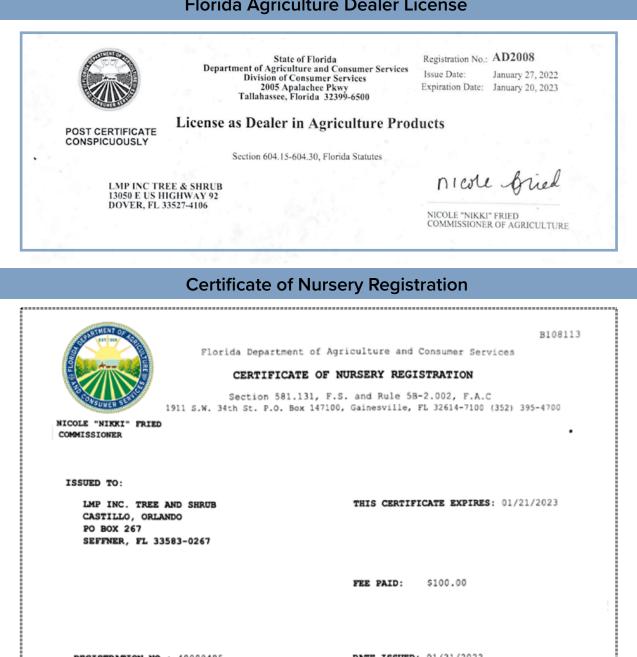


Business Tax Receipts



Professionals, Inc.™

Florida Agriculture Dealer License



REGISTRATION NO.: 48009485

FDACS-08002 Revised 05/05

DATE ISSUED: 01/21/2022

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

niere fried

NICOLE "NIKKI" FRIED Commissioner of Agriculture

■ Landscape Maintenance Professionals, Inc.[®]

City of Clearwater Business Registration

State of Florida Annual Report Filing



CITY OF CLEARWATER Post Omez Box 4748, Casawara, Fionna 33758-4748 City Han, 112 South Osciola Avissur, Catamorni, Faoina 33756

Titamiosa (727) 562-4040 Fax (727) 562-4052

REG-0023075 2021-2022 BUSINESS REGISTRATION

THIS REGISTRATION MUST BE IN YOUR POSSESSION WHEN WORKING IN CLEARWATER.

Owner Name/Address LANDSCAPE MAINTENANCE PROFESSIONALS INC P O BOX 267 SEFFNER, FL 33583

Business Name LANDSCAPE MAINTENANCE PROFESSIONALS INC REGISTRATION

Category

care

Quantity

038320 Contractor: Landscaping/tree surgery 038330 Contractor: Lawn, yard and garden REGISTRATION / HILLSBOROUGH CO / DACS #68795-5

CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS

| LICENSE | PERIOD BEGINNING | PERIOD | ENDING | PRINT DATE | | |
|----------------|------------------|----------|-------------|-------------------|---------|--|
| 2021 - 2022 | October 1, 2021 | Septembe | er 30, 2022 | September 14, 202 | | |
| 71 | 2 1978 | CHECK NO | RECEIPT | 168 | RECEVED | |
| gistration Fee | | 19603 | 638113 | 28.00 | 28.00 | |

| | TOTAL RECEIVED | 28.00 |
|--|----------------|-------|
| THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NO LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT TH IMPOSED TRAFFIC IMPACT FEES. | | |

ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

Hina R. Chiston



I certify from the records of this office that LANDSCAPE MAINTENANCE PROFESSIONALS, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1999.

The document number of this corporation is P99000109381.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on May 20, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-third day of June, 2021



Tracking Number: 3092353492CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

ttps://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

City of Tampa Minority Business Enterprise







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| Certified Horticulture Professional & Landscape Design | |
|---|--|
| Paula Means | |
| Anna McCoon | |
| | |

Florida Nursery, Growers, and Landscape Association (FNGLA) Florida-Friendly Landscaping Certified Professionals (FFLCP) These trained professionals have demonstrated the ability to recognize and address common landscape issues using environmentally sustainable landscape management practices that help preserve and protect Florida's water and natural resources.

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LMP customizes horticultural care to your plantings and your property's requirements. Thanks to this knowledge and expertise, we provide top quality, expert horticulture service in all areas of your landscaping, including tree and shrub planting and care; flower bed design, planting, and care; lawn care and maintenance; container planting, and more.

LMP Guiding Principles

Improve User Experience Create Unity through Consistency & Repetition Strong Lines make for Strong Designs Straight Lines vs Curved Lines Keep Balance & Symmetry in Mind Direct attention with Form, Shape, & Scale Inspire Emotional Context with Texture & Color Design for People



rofessionals, Inc.™

Certified GI-BMP Instructor

Green Industries Best Management Practices (GI-BMPs) is an educational program for lawn-care and landscape maintenance people. The GI-BMP program teaches environmentally safe landscaping practices that help conserve and protect Florida's ground and surface waters.





| Alvaro Balderrama Zarate | GV405725-1 | Felix Laporte | GV402063-1 | Michael Davidson | GV405387-1 |
|--------------------------|--------------|-------------------------|------------|-----------------------|------------|
| Alvin Windham | GV911478-1 | Gabriel Miron Torres | GV397716-1 | Miguel Jesus Martinez | GV401765-1 |
| Andres Gaspar Esteban | GV401614-1 | Ismael Bello | GV401469-1 | Mike Davidson | GV405387-1 |
| Andres Lopez Juan | GV14789-1 | Jesus Torres Cortes | GV912633-1 | Nelson Bond | GV18173-2 |
| Angel Cartagena Ortiz | GV915833-1 | Jimy Molina Valdez | GV39799-1 | Nelson Calderon | GV18173-2 |
| Angel Miron | GV397990-1 | Jonathan Maceira Franco | GV91103-1 | Nicholas Porter | GV26918-1 |
| Angel Monterroso | GV401763-1 | Jose Montiel | GV911957-1 | Nicholas Sanborn | GV405393-1 |
| Auner Lopez | GV397988-1 | Jose Reyes Montoya | GV397993-1 | Paul Gomez | GV12405-1 |
| Bill Leavens | GV20498-1 | Jose Rios | GV910340-1 | Paula Means | GV34217-1 |
| Bill Maxwell | GV916046-1 | Jose Ruiz Planas | GV397996-1 | RigoBerto Cruz | GV911954-1 |
| Bobby Law | GV12409-1 | Jose Torres Cortes | GV912633-1 | Robert Law | GV12409-1 |
| Bonifacio Villegas | GV23038-1 | Joseph Bond | GV29832-1 | Rufino Jahuey | GV397714-1 |
| Carlos Gomez | GV29838-1 | Kevin Toole | GV406651-1 | Samuel Martel | GV406648-1 |
| Carlos Picazo Gomez | GV29838-1 | Ledarin Ragins | GV405390-1 | Scott Carlson | GV11210-1 |
| Chris Holt | GV915580-1 | Leon Jennings | GV4512-1 | Stephen Fletcher | GV19329-1 |
| David Fontanez Velazquez | z GV401471-1 | Luis DeJesus Torres | GV911954-1 | Steve Small | GV29846-1 |
| David Gomez | GV4613-1 | Luis Diaz | GV911027-1 | Thomas Nelson | GV12398-2 |
| David Manfrin | G29844-1 | Luis Ernesto Diaz | GV911027-1 | Victor Rubio-Balli | GV401768-1 |
| David Mason | GV14131-2 | Manuel Barron Rivera | GV401468-1 | Walter Ruiz | GV440539-1 |
| Eduardo Gomez Lopez | GV911955-1 | Maria Felix | GV911322-1 | William Driskell, Sr. | GV19062-1 |
| Felix Carlos Laporte | GV402063-1 | Marvin Diego Antonio | GV401762-1 | William Gipp | GV000037-1 |

GI-BMP Certifications



GV916046-1

William Maxwell

Florida Department of Agriculture and Consumer Services (FDACS)



| Limited Commercial Fertilizer Applicator Licenses | | | | | |
|--|------------|----------|--|--|--|
| Nelson | Calderon | LF233541 | | | |
| Alex | Figueroa | LF242457 | | | |
| Stephen | Fletcher | LF219686 | | | |
| Carlos | Gomez | LF225682 | | | |
| David | Mason | LF279730 | | | |
| Scott | Richardson | LF263836 | | | |
| Jose | Rios | LF284218 | | | |
| Robert | Tabone | LF184018 | | | |
| Bonifacio | Villegas | LF219742 | | | |

| Pest | Control | Operator |
|------|---------|----------|
|------|---------|----------|

| Scott | Richardson | JF327415 |
|--------|------------|----------|
| Garth | Rinard | JF159948 |
| Robert | Tabone | JF250513 |

| Limi | ted Lawn & C | Drnamental |
|------|--------------|------------|
| Μ | anagement (| Operator |
| Alex | Figueroa | JF287006 |



Florida Department of Agriculture and Consumer Services (FDACS)



Pesticide Applicator License

| Ramon | Barbosa | JE327033 | Paula | Means | JE287366 |
|--------------|------------------|----------|-----------|------------------|----------|
| Joseph | Bond | JE207834 | Andres | Melo | JE266670 |
| Ricardo | Burgos-Sepulveda | JE252127 | Angel | Miron | JE284078 |
| Nelson | Calderon | JE186565 | Gabriel | Miron Torres | JE201115 |
| Candido | Gaspar Juan | JE272937 | Edgardo | Navarro | JE201115 |
| Michael | Davidson | JE116766 | Hector | Ortiz | JE280379 |
| Luis Ernesto | Diaz | JE266583 | Esteban | Portillo-Castro | JE307203 |
| Alex | Figueroa | JE243326 | Ledarin | Ragins | JE205518 |
| Stephen | Fletcher | JE199332 | Sotero | Ramos | JE277849 |
| Carlos | Picazo Gomez | JE201112 | Scott | Richardson | JE254469 |
| Nayeli | Gomez Diaz | JE325314 | Garth | Rinard | JE29820 |
| Alejandro | Juarez | JE252128 | Jose | Rios | JE283843 |
| Rigaud | Lafortune | JE262585 | Rueben | Rivero Hernandez | JE280376 |
| Felix Carlos | Laporte | JE237375 | Sergio | Rojas | JE257142 |
| Robert | Law | JE136722 | Jose | Ruiz | JE230001 |
| William | Leavens | JE138769 | Nicholas | Sanborn | JE170039 |
| Auner | Lopez | JE243116 | Roman | Santa Maria | JE312806 |
| Andres | Lopez Juan | JE257877 | Luis | Santana | JE280377 |
| Erwing | Martinez | JE49895 | Steven | Small | JE170038 |
| David | Mason | JE174601 | Robert | Tabone | JE52727 |
| William | Maxwell | JE309033 | Lorenzo | Vargas | JE206681 |
| Anna | McCoon | JE55208 | Bonifacio | Villegas | JE204496 |
| | | | | | |



Irrigation Certifications

Landscape Maintenance Professionals, Inc. is a licensed and insured certified irrigation system contractor that employs numerous certified irrigation technicians. The LMP Irrigation team is dedicated to providing the highest quality and the highest standard of customer satisfaction. We are fully vetted and ready to give the best solution for your commercial irrigation project.

Our goal at LMP is to provide each customer with the proper volume of sprinkler head coverage to move water around their lawn efficiently.





Arbor Certifications

An arborist, by definition, is an individual trained in the art and science of planting, caring for, and

maintaining individual trees. Arborists are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly.

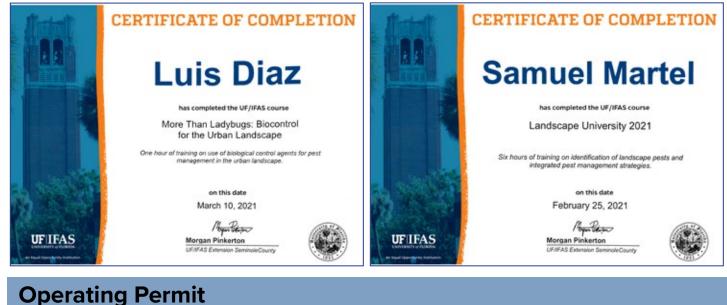
Proper tree care is an investment that can lead to substantial returns. Well-cared-for trees are attractive and can add considerable value to your property. Poorly maintained trees can be a significant liability. Pruning or removing trees, especially large trees, can be dangerous work. Tree work should be done only by those trained and equipped to work safely in trees.





Continuing Education

LMP supports the professional development of employees. Beyond staying current, continuing education provides an opportunity to leap ahead and our expertise further. If employees are excited about their work, they typically put more effort into it, produce better results, and are happier in the long run.



STATE OF FLORIDA DEPARTMENT OF HEALTH -**Operating Permit** HEALTH 29-57-901419 Limited Use Water - LU Commercial Landscape Maintenance Professionals (Castillo, Orlando) Issued To: 13070 US 92 Highway Dover, FL 33527 Orlando Castillo (Landscape Maintenance Professionals, Inc) Mail To: PO Box 267 **Issued By** Seffner, FL 33583

29-BID-5525223 County: Hillsborough Amount Paid: \$140.00 Date Paid: 09/08/2021 Issue Date: 10/01/2021 Permit Expires On: 09/30/2022 Department of Health in Hillsborough County P O Box 5135 Tampa, FL 33675 Owner: Landscape Maintenance Professionals, Inc (Castillo, Orlando) (813) 307-8059

E-Verified





A successful landscape maintenance engagement is driven by the performance of services by qualified and experienced individuals and their access to well-maintained equipment and vehicles. LMP has three full-time mechanics, supported by mechanic assistants, who oversee the vehicles in its fleet and minor engine repairs. LMP has over ninety vehicles in its fleet and more than four hundred pieces of equipment that it utilizes to perform professional services, including:

| Make | Model | Year | Totals |
|--------------|----------------------------------|--|--------|
| Chevy | 4500 LCF | 2021[2] | 2 |
| | Crew Cab w/ 14ft Landscape Dump | | |
| GMC | Canyon | 2022 [1] | 1 |
| Chevy | Colorado | 2022 [1] 2018 [4] 2021 [3] 2016 [3] 2020 [4] 2015 [2] 2019 [3] | 20 |
| Ford | F-150 | 2013 [3] 2009 [1] 2011 [6] 2006 [1] 2010 [4] | 15 |
| Ford | F-250 | 2022 [2] 2013 [1] 2020 [1] 2012 [5] 2017 [1] 2011 [5] 2016 [1] 2010 [1] 2015 [2] 2008 [3] 2014 [1] 2006 [3] | 20 |
| Ford | F-350 | 2006 [1] 1999 [1] 2002 [1] | 3 |
| Ford | F-450 | 2011 [1] | 1 |
| Ford | F-550 | 2001 [1] 1999 [1] | 2 |
| Freightliner | M2-106 | 2020 [1] | 1 |
| lsuzu | NPR Crew Cab | 2016 [2] | 2 |
| lsuzu | NPR Crew Cab | 2018 [3] | 3 |
| lsuzu | NPR HD | 2020 [1] | 1 |
| lsuzu | NPR HD Crew Cab | 2021[2] | 2 |
| lsuzu | NPR w/ Dump Body | 2022 [1] | 1 |
| lsuzu | NQR | 2018 [2] | 2 |
| lsuzu | NQR w/ Dump Body | 2020 [3] | 3 |
| Nissan | NV200 | 2018 [1] 2014 [2] 2015 [2] | 5 |
| Ford | Ranger | 2011 [1] 2008 [1] | 2 |
| GMC | Sierra 1500 | 2008 [1] | 1 |
| Chevy | Silverado 1500 | 2013 [2] 2011 [1] | 3 |
| lsuzu | Spray | 2005 [1] | 1 |
| Ford | Transit Connect XL Cargo Van LWB | 2022 [3] | 3 |



LMPEquipment

At Landscape Maintenance Professionals, we have the tools necessary to take care of your lawn properly. All of our equipment is state of the art and regularly maintained and cleaned to ensure you're getting the best service available for your commercial property.



| Manufacturer | Description | In Rotation | |
|---------------|--------------------------------|-------------|---|
| Stihl | 28.4 CC Edger | 2 | |
| Stihl | 28.4 CC Straight Shaft Trimmer | 3 | |
| Sthil | Blower | 105 | |
| Husqvarna | Blower | 13 | |
| Billy Goat | Blower | 4 | |
| Bread Cyclone | KB4 Pull Behind Blower | 1 | |
| Bobcat | S570 T4 Bobcat | 1 | |
| Echo | Chainsaw | 1 | |
| Sthil | Chainsaw | 10 | |
| Sthil | Edger | 82 | |
| Husqvarna | Edger | 13 | |
| Echo | Edger | 2 | |
| John Deere | Gator | 7 | |
| Sthil | Hedge Trimmer | 36 | |
| Husqvarna | 54" Stand On Mower | 1 | |
| Husqvarna | Husqvarna 60" ZTR | 1 | |
| Husqvarna | Husqvarna 72" ZTR | 3 | |
| Toro | Lake Shore Trimmer | 1 | |
| Stihl | Long Trimmer | 3 | |
| TORRO | 48" Recycle Kit Mower | 2 | |
| TORRO | 48" Walk-Behind Mower | 2 | |
| TORRO | 60" Recycle Kit Mower | 16 | |
| TORRO | 72" ZTR Turbo Force Mower | 2 | |
| ExMark | Push Mower | 1 | |
| ExMark | Riding Mower 60" | 5 | |
| ExMark | Riding Mower 72" | 8 | |
| ExMark | Walk-Behind Mower | 10 | |
| | 1 | | 1 |

| Manufacturer | Description | In Rotation |
|---------------|-----------------|-------------|
| ExMark | Zero Turn Mower | 5 |
| TORRO | Two Wheel Sulky | 10 |
| Stihl | Pole Pruner | 11 |
| Stihl | Pole Saw | 6 |
| Gravely | Pro Stance | 3 |
| Little Wonder | Push Blower | 2 |
| Bravo 25 | Push Mower | 2 |
| ExMark | Push Mower | 2 |
| Husqvarna | Push Mower | 1 |
| Mc Lane | Reel Mower | 1 |
| Stihl | Saw | 6 |
| Husqvarna | Saw | 1 |
| Stihl | Shear | 7 |
| Stihl | Short Trimmer | 6 |
| Husqvarna | Short Trimmer | 2 |
| ExMark | Sprayer | 6 |
| ExMark | Stand-on | 8 |
| Stihl | String Trimmer | 94 |
| ExMark | Turf Tracer | 6 |
| Pace | Push Mowers | 2 |
| Echo | Water Pumps | 2 |
| Echo | Weed Eater | 4 |
| Stihl | Whip | 28 |
| ExMark | Zero Turn Mower | 9 |
| Husqvarna | Zero Turn Mower | 18 |
| John Deere | Zero Turn Mower | 1 |



Community

We are proud to be a family-owned and operated business with a vision of success as we partner with our customers to enhance their properties. As a company comprised of managers and employees who live where we work, we're also focused on improving the areas we serve. Over the years, we have partnered with many organizations to help our community, and below are just a few.

Department of Veterans Affairs | Beautification of the Community Living Center Gardens **Dignity Memorial | Vietnam Wall Experience** Keep Pinellas Beautiful | Honeymoon Island State Park Adopt-A-Dune Pasco County UFIIFAS Extension Luggage of Love Drive Boricuas de Corazon Inc. Food Giveaway & Blood Donation Youth Garden Grant | Kid's Gardening Florida Water's Stewardship Program

Associations

Building Owners and Managers Association Greater Tampa Bay | BOMA Community Associate Institute Suncoast Chapter | CAI Community Associate Institute West Florida Chapter | CAI Certified Pest Control Operators Association of Florida | CPCO Commercial Real Estate Women Tampa Bay Executive Council | CREW Florida Gulfcoast Association of Realtors | FGCAR Florida Nursery, Growers & Landscape Association | FNGLA Leadership Tampa Bay Alumnae | LTB National Association of Landscape Professionals | NALP

Awards

Lawn & Landscape | Top 100 Landscaping Firms #36 | 2013 Tampa Bay Business Journal | Top Commercial Landscape Firms | 2013 & 2017 Tampa Bay Business Journal | Top 25 Minority-Owned Businesses | 2014 Planet | National Landscape Award of Excellence | Cory Lakes CDD Merit Award | 2014 Business Observer | Gulf Coast Top 500 Companies | 2017 The American Registry | America's Most Honored Businesses Top 1% | 2018 Landscape Management | LM150 Largest Landscape Companies | 2018 Florida Community Association Journal | FLCAJ Readers' Choice Award | 2017 - 2018 - 2019 BOMA | Toby Award | Suburban Office Park Mid-Rise (6-10 stories) Corporate Center I - IV at International Plaza

Cousins Properties | Corporate Center at International Plaza | Patrick Gehm | 2020



Professionals, Inc.™













Client Profiles

99 We strive to build relationships that make things grow.

Corporate Center at International Park | Commercial

The Corporate Centers at International Plaza, winners of the Building Owners and Managers (BOMA) "Building of the Year" in 2019 and 2020, encompasses four state of the art office complexes on a sprawling campus within walking distance to the upscale International Plaza, offering high visibility on Boy Scout Boulevard and is a LEED Gold Certified building.

| Management Company | Cousins Properties |
|---------------------|--------------------|
| Contact | Patrick Gehm |
| Telephone | (813) 421-8702 |
| Email | pgehm@cousins.com |
| Contract Start Date | March 15, 2015 |









Highwoods Preserve | Commercial

Highwood Preserve is a 1.8 million SF Class-A office, retail, and entertainment development in Hillsborough County. Professionally managed by Highwoods, the management company is committed to ensuring that the grounds of the office complexes are healthy, colorful, and well maintained. LMP was selected as the landscape provider of choice in 2017.

Management Company Contact Telephone Email Contract Start Date Highwoods Properties Venus Rodriguez (813) 416-3995 venus.rodriguez@highwoods.com January 1, 1999





100 Carillon Parkway | Commercial

100 Carillon Parkway is a three-story, 79,701 square-foot Class A office building located in Carillon Park, Pinellas County's premier business park. Other features within Carillon Park include the BayCare Wellness Center, 4-Star Hilton Hotel, a nature preserve with boardwalks and running trails Professionally managed by Sabil Hill, the management company is committed to ensuring that the grounds of the office complexes are healthy, colorful, and well maintained.

> Management Company Contact Telephone Email Contract Start Date

March 8, 2008







Urban Centre | Commercial & Hospitality

Urban Centre is a Class A multi-tenant office complex, hotel, and retail location in the Tampa Westshore market. Consisting of two 9-story buildings with exceptional amenities to its tenants and visitors, the Urban Centre provides direct access to the Westshore Grand Hotel through the office complex's lobby.

Management Company Contact Telephone Email Contract Start Date Jones Lang LaSalle Erin Smith (813) 286-4316 erin.smith@am.jll.com









Tampa Bay Park Corporate Center | Commercial

Tampa Bay Park offers seven state-of-the-art buildings located within 72 acres of green space with 26 acres of lakes, and centrally located in Tampa Bay Park in the Westshore submarket at of Himes Avenue and Dr. M.L.K. Jr. Boulevard. The Tampa Bay Park campus encompass seven state-of-the-art office complexes with a parking garage, and common areas. Professionally managed by Highwoods Properties, the management company is committed to ensuring that the grounds of the office complexes are healthy, colorful, and well maintained.

Management Company Contact Telephone Email Highwood Properties Mike Dean (813) 876-7000









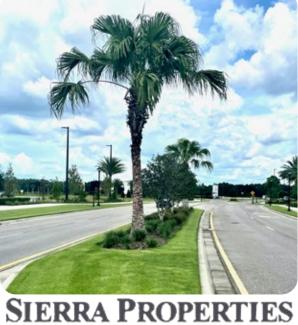
Cypress Creek Town Center | Retail

Cypress Creek Town Center is a Super Regional Shopping destination in the dynamic Wesley Chapel growth corridor on one of the most highly trafficked intersections in Florida.

The mixed-use Town Center comprises more than 150-acres surrounding the Tampa Premium Outlets and Costco at the intersection of I-75 & State Road 56. Anchored by Tampa Premium Outlets, with over 110 stores and Costco Wholesale. Tampa Premium Outlets opened in October 2015, and development is ongoing. Surrounded by nature, Cypress Creek Town Center features wetland conservation and borders the Cypress Creek Preserve, a nature park, and conservation land.

Management Company Contact Telephone Email Contract Start Date Sierra Properties Brent Whitley (813) 484-2288 brentwhitley@sierra-properties.com











Sarah Vande Berg Tennis & Wellness Center | Commercial & Athletic

The Sarah Vande Berg Wellness Center is a health and wellness complex in Zephyrhills, Florida. Situated on 10 acres off Simons Road in Zephyrhills, the Sarah Vande Berg Tennis Center is a USTA sanctioned tennis facility featuring a variety of tennis courts to train every professional.

Management Company Contact Telephone Email Contract Start Date SVB Pascal Collard (610) 888-5599 pascal.collard@svbtenniscenter.com October 12, 2020









Cory Lakes Community Development District | CDD

Cory Lake is a gated community offering a 165-acre skiing and boating lake, tennis courts, three playgrounds, a hockey/skate rink, beach volleyball court, basketball courts, and a large sand beach area for playing and sunning. Most homes are waterfront properties, have water views, or have views of the 1700 acre adjoining nature preserve. The community roads are elegantly brick-paved, and lush tropical foliage lines the two entries and other common areas.

Management Company Contact Telephone Email Contract Start Date Contract Value Wrathell, Hunt and Associates John Hall (813) 924.4673 clcddfm@corylakescdd.net











Harrison Ranch Community Development District | CDD

Harrison Ranch is a planned Community Development District (CDD) consisting of approximately nine hundred fifty-five (955.04) acres of land located in Manatee County. The unique features afforded the homeowners include access to seven miles of nature trails, soccer fields, community picnic areas, tennis courts, and a community pool.

Management Company Contact Telephone Email Contract Start Date Contract Value Rizzetta & Company, Inc. Barbara McEvoy (941) 776-9725 bmcevoy@rizzetta.com November 18, 2019 \$364,800.00





Rizzetta & Company Professionals in Community Management





Heritage Isles Golf & Country Club Community Development District | CDD

Heritage Isles Golf and Country Club is a large, master planned community in Hillsborough County, part of the City of Tampa. It is a community of over 866 single family Residences and 154 town homes, known as Nassau Pointe. Heritage Isles amenities include golf course, children's play area, recreational Center, volleyball, community swimming pools, sauna, tennis court, and security gate.

> Management Company Contact Telephone Email Contract Start Date Contract Value

Inframark, Infrastructure Management Services Rich Unger, Director of CDD Operations (813) 907-7388 HIManager@hicdd.org









Belmont Community Development District | CDD

The Belmont community, located in Hillsborough County, FL, contains over 2,120 single-family residential homes. This master-planned community also includes a school, amenity center, and park site. Belmont is in the Bullfrog Creek basin and contains a natural habitat preserve surrounding the creek.

Management Company Contact Telephone Email Contract Start Date Contract Value GMS Management Services Kristen Brooks, Chairman (404) 723-1245 Boardmember5@belmontcdd.com











Panther Trace Community Development District | CDD

Panther Trace is a planned Community Development District (CDD) consisting of over seven hundred eighty-five acres of land located entirely within Hillsborough County. The unique features afforded the homeowners include a pool, tennis, basketball, and volleyball courts, and a multipurpose field.

Management Company Contact Telephone Email Contract Start Date Contract Value DPFG, Inc. Monica Vitale, Facilities Director (813) 671-8023 ptrecentermanager@verizon.net November 16, 2015 \$158,664.00











Venetian Community Development District | CDD

The Venetian is a planned Community Development District (CDD) consisting of approximately nine hundred sixty-four (964.03) acres of land located in North Venice, situated on the Myakka River. A gated, golf course community, offering exceptional views of fairways, ponds, and nature.

Management Company Contact Telephone Email Contract Start Date Contract Value Rizzetta & Company, Inc. Keith Livermore, District Field Manager (941) 485-8500 fieldmanager@vcdd.org September 26, 2019 \$332,845.00





Rizzetta & Company Professionals in Community Managemen







Watergrass I Community Development District | CDD

WaterGrass is a 997-acre family-oriented residential community in Eastern Pasco County, known for its attention to detail. WaterGrass offers various amenities, including the multi-million dollar community center with athletic courts, resort-style pool, water park, junior Olympic pool, and a convenient park and bicycle path system. From the parks, the private lake, and trees, to the gentle curves of the streets and plant selection in the lush landscaping, it is a master-planned community like no other.

Management Company Contact Telephone Email Contract Start Date Contract Value Meritus Corp. Gene Roberts 813-873-7300 Ext. 397 gene.roberts@merituscorp.com







T Meritus



Watergrass II Community Development District | CDD

WaterGrass is a 997-acre family-oriented residential community known for its attention to detail. WaterGrass offers a variety of amenities, including the multi-million dollar community center with athletic courts, resort-style pool, water park, junior Olympic pool, and a convenient park and bicycle path system. From the parks, the private lake, and trees, to the gentle curves of the streets and plant selection in the lush landscaping, it is a master-planned community like no other.

Management Company Contact Telephone Email Contract Start Date Contract Value Inframark, Infrastructure Management Services Andy Mendenhall (813) 991-1116 Ext. 1002 andy.mendenhall@inframark.com





Triple Creek Community Development District | CDD

Triple Creek is a 990-acre master-planned Community Development District (CDD) located in Hillsborough County, Florida. Landscape Maintenance Professionals, Incorporated was selected as the landscape provider for Triple Creek and as its construction partner for its ongoing land development initiatives.

Management Company Contact Telephone Email Contract Start Date Contract Value DPFG Raymond Lotito (321) 263-0132 ext. 747 rlotito@dpfgmc.com December 1, 2020 \$503,108.00









Vizcaya of Bradenton Condominium Association | COA

Vizcaya of Bradenton is a 256-unit condominium association located on 32 acres in Bradenton, Florida. Boasting four lakes and more than 1,000 palm trees, the community offers several outdoor amenities, including a large pool area with a sundeck and a multitude of tropical flowers and plants.

| Management Company | Castle Group |
|---------------------|--------------------------|
| Contact | Tammy Goldman |
| Telephone | (941) 755-2082 |
| Email | tgoldman@castlegroup.com |
| Contract Start Date | June 1, 2018 |
| | |





Ventura Bay Homeowner's Association | HOA

Ventura Bay is a 206 single town home community located on 32 acres in Riverview, Florida. Ventura Bay Community is a fabulous place to call home with a large pool, clubhouse, playground, basketball courts, and walking trails.

Management Company Contact Telephone Email Contract Start Date Leland Management Mary Fritzler (727) 451-7902 Mfritzler@lelandmanagement.com March 4, 2019











Willowbend Community Association | HOA

Willowbend is a maintenance-free community encompassing nearly 130 acres in Osprey, Florida. The property abuts Oscar Scherer State Park, with its fishing, canoeing, kayaking, bicycling, hiking, and bird-watching. Amenities include a community center with pool, fitness center, and outdoor kitchen, along with several outdoor amenities and an active community social calendar.

Management Company Contact Telephone Email Contract Start Date Sentry Management Scott Brundrett, President (770) 380-0225 willowbendpresident@gmail.com October 1, 2019











Hawk's Point West Homeowner's Association | HOA

Hawks Point West Homeowners Association is a gated community comprised of 188 town homes and 220 single family homes in Ruskin. This community shares a clubhouse and gym with the Hawks Point community but also have their own pool and pavilion. Boasting several outdoor amenities, including two playgrounds, a dog park, swimming pool, clubhouse, and pavilion.

> Management Company Contact Telephone Email Contract Start Date

Qualified Property Management Rebecca Schulz (813) 649-0280 hawkspoint@qualifiedproperty.com February 25, 2019





Esplanade of Tampa Community Association | HOA

Esplanade of Tampa Community Association is a 170-acre master-planned community located in Pasco County, Florida. Situated on approximately 170 acres, the master-planned community includes an extraordinary amenity campus.

Contact Telephone Email Contract Start Date Contract Value John Browne (813) 415-5589 jbrowne@sentrymgt.com September 1, 2020 \$570,873.00





The Amalfi Clearwater | Multifamily

The Amalfi at Clearwater is a multifamily residence with several outdoor amenities, including a Zen garden and a large pool area with a sundeck. Top Rated for 2020 by Apartment Ratings and Resident Satisfaction winner from Satisfacts for 2020!

Management CompanyRiContactBiTelephone(7EmailmContract Start DateFe

Richman Properties Services Brian Murphree (727) 224-6050 murphreeb@richmanmgt.com February 1, 2012









Belleair Place | Multifamily

Belleair Place is a multifamily residence in Clearwater, Florida, consisting of several outdoor amenities, including an outdoor picnic and barbecue area, playground, and large pool area with sundeck.

Management Company Contact Telephone Email Contract Start Date Richman Properties Services Brian Murphree (727) 224-6050 murphreeb@richmanmgt.com February 1, 2014













Pricing & Quote



99 We strive to build relationships that make things grow.

▲IA Document A310[™] – 2010

Bid Bond

| CONTRACTOR: | | SURETY: |
|---|--------|--|
| (Name, legal status and LANDSCAPE MAINTE PROFESSIONALS, IN PO Box 267 Seffner | INANCE | (Name, legal status and principal place of business) Argonaut Insurance Company c/o CMGIA 20335 Ventura Blvd., Suite 426 Woodland Hills, CA 91364 |
| OUNED | | |

OWNER:

(Name, legal status and address) Silverado Community Development District 2300 Glades Road, Suite 410W Boca Raton FL 33431 This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Twenty Five Thousand and 00/100 (\$25,000.00)

PROJECT: (*Name, location or address, and Project number, if any*)

Silverado Community Development District - Landscape & Irrigation Maintenance Services, Pasco County, Florida

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

| Signed and sealed this 16th | day of May | . 2022 |
|-----------------------------|------------|--|
| Wellan B Engl | | LANDSCAPE MAINTENANCE PROFESSIONALS, INC. (Principal) |
| (Witness) | | (Title) Argonaut Insurance Company |
| (Witness) | | (Surety) Lacut Malen (Seal) |
| | | (Title) Stacey Garcia Attorney-in-Fact |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A310[™] – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110

Argonaut Insurance Company Deliveries Only: 225 W. Washington, 24th Floor Chicago, IL 60606 United States Postal Service: P.O. Box 469011, San Antonio, TX 78246 POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio, Christopher Coronel

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

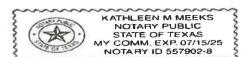
IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021. Argonaut Insurance Company

Gary E. Grose President

STATE OF TEXAS COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



tathun m. muls

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the <u>16th</u> day of <u>May</u>, <u>2022</u>.



Teret has he

Austin W. King Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

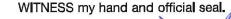
CIVIL CODE § 1189

| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. | | | |
|--|---|--|--|
| State of California) | | | |
| County of Los Angeles |) | | |
| OnMAY 1 6 2022 before me, | Lucas Patterson, Notary Public | | |
| Date | Here Insert Name and Title of the Officer | | |
| personally appeared | onally appeared Stacey Garcia | | |
| | Name(s) of Signer(s) | | |

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Signature_

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.





Place Notary Seal Above

Signature of Notary Public

| OPTI | ONAL |
|--|---|
| Though this section is optional, completing this in fraudulent reattachment of this fo | |
| Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Than | |
| Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator | Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator |
| Other: Signer Is Bepresenting: | Other: Signer Is Representing: |

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11:44 AM

07/18/22

Accrual Basis

Landscape Maintenance Professionals, Incorporated Profit & Loss January through June 2022

| | Jan - Jun 22 |
|---|-------------------------|
| Ordinary Income/Expense | |
| Income 7000 · Landscape Revenue | 8,183,004.82 |
| 7020 · Subcontractor Services | 887,011.38 |
| 7300 · Discounts & Allowances | -14,700.00 |
| Total Income | 9,055,316.20 |
| Cost of Goods Sold 7700 · COGS | 6,608,005.13 |
| Total COGS | 6,608,005.13 |
| Gross Profit | 2,447,311.07 |
| Expense 66000 · Payroll Expenses 8000 · Admin - Labor | 0.00 1,369,767.59 |
| 8100 · Admin - Building | 163,934.41 |
| 8200 · Admin - Other Operating Expense | 175,793.38 |
| 8260 · Auto Expenses | 215,583.60 |
| 8300 · Admin - Marketing | 18,219.00 |
| 8400 · Admin - Management Related | 30,590.34 |
| 8500 · Admin - Human Resources | 11,534.00 |
| 8600 · Branch Operating Expenses | 7,655.64 |
| 8950 · Depreciation 9510 · Interest Expense | 177,253.56 22,063.41 |
| Total Expense | 2,192,394.93 |
| Net Ordinary Income | 254,916.14 |
| Other Income/Expense Other Income | |
| 9000 · Other Income\(Expense) | 7,721.46 |
| Total Other Income | 7,721.46 |
| Net Other Income | 7,721.46 |
| Net Income | 262,637.60 |

SILVERADO CDD NARRATIVE

<u>Narrative</u>

PERSONNEL - The individual who will be responsible for directly managing this account will be Felix LaPorte. Felix has been with LMP for 8+ years and during this tenure he has extensive experience managing very large CDD districts and HOA's as well. His attention to detail and his communication separate Felix from other Account Managers in the industry. He is very personable and is not afraid to get his hands dirty when needed. Felix understands that relationships are the most important facet of our business, and he strives to instill this on every property he is involved with and is the foundation in which he manages.

The LMP local office that will be servicing Silverado CDD is approximately 25 minutes away, on Wesley Chapel Blvd near SR 54 and I-75, affording us the ability to mobilize very quickly to go in any direction. For Silverado CDD, we intend to use I maintenance crew of 4 to service the property over 4 days. We have always felt that a smaller crew over the course of multiple days does a much better job than a large crew over the course ofone day. Multiple days of service provides us the extra ability to pay close attention to items that we observed onour first day of service and address those items that same week, as opposed to waiting until the following weeks to service . In addition, we will have two supervisors including our Fertilizer/Pest Supervisor. As for trained technical staff, we will be utilizing 4-5 additional skilled technicians to address annuals, fertilization and pest control of the community throughout the year.

SERVICE AND SITE SUPERVISION-LMP will be providing hard copies of our work activity reports to the applicable maintenance form, pest control forms, irrigation forms to the property manager. The Wesley Chapel Branch Manager, Erwing Martinez, will be making weekly visits to the property performing quality control checks and ensuring that the finer detail work is being performed. Your account manager will also perform monthly Maintenance Quality Inspections (MQI); this is a program where LMP performs an in-house scored inspection thatalso includes pictures with detailed notes on issues observed. This inspection is provided to the property manager, Branch Manager, LMP Corporate Management and passed down to the maintenance crews as an "items to correct" punch list.

EXPERIENCE-LMP has been in business since 1991. We are a family-owned company based in Tampa with offices in, Lutz, and Dover along with a branch in Sarasota. We employee over 220 employees and have roughly 100 trucks on the road each and every day. In our bid package you will see a partial list of our various customers. I would encourage you to pick out any of those customers that you would like to contact, and we will supply you withthe contact information. This is how committed we are to our quality as we firmly believe you can contact any one of our customers and they will tell you just how pleased they are to have LMP as their landscape maintenance partner. Currently we work with over 25+ Community Development Districts throughout the state of Florida.

Below is a list of several of them.

Northwood CDD
 Heritage Isles CDD
 Watergrass I CDD
 Watergrass II CDD
 Oak Creek CDD
 Cory Lake Isles CDD
 Easton Park CDD
 Chapel Crossings CDD
 Esplanade of Tampa Community Association
 Pasco Ranch

Landscape Maintenance Professionals, Inc

SILVERADO CDD

UNDERSTANDING THE SCOPE OF WORK

Being a service provider that currently maintains over 25 CDD's in the of Florida, we fully understand the scope of work and are very committed to working hard to improve the overall appearance of Silverado CDD. All of our technicians are University of Florida certified in Best Management Practices (BMP) which is critical when considering a vendor. This is important because our technicians (fertilizer/pest and irrigation) are trained to diagnose the start of an issue on your property, which helps to reduce any issues before they become bigger issues. Ultimately, it is our responsibility to make the landscape of the property look the very best at all times, and we can assure you that we fully understand the high level of service expectations. We also understand the expectation of the specifications that they provide to contractors probably better than any of the other bidders.

FINANCIAL CAPACITY

Included in our bid package is a list of vehicles and equipment. Our bid package outlines the trucks, mowers, miscellaneous equipment owned as well as our insurance coverage information. Working for several Fortune 500 companies, we understand the importance of being stable as a business. These companies as well as many other customers put their largest uninsured asset in the hands of LMP to oversee for them and we welcome the challenge to take ownership of their landscape.

PRICE

We believe our pricing is very thorough and very well thought out to be a win/ win for both parties. We understand what the job needs are and have accounted for all items in our bid. We also fully understand that pricing is important in the evaluation process, but we are also in the relationship business and take pride in our reputation on being a good operational company that provides high level quality service at reasonable prices. We honor our prices for the life of the contract, and you will not have any issues of bait and switch tactics which do occur when a company has low bid portions of the contracts.

REASONABLENESS OF ALL NUMBERS

We have no problem and are accustomed to being held fully accountable. We provide fertilizer bags now to many of our customers and understand if we missed the mark on an item like fertilizer, then the customer still expects the fertilizer to be applied to all areas at no additional cost. If an item like fertilizer quantity is inaccurate, then what else was missed in the pricing process? The contractor who made the error in their evaluation will most likely then look at other areas to cut back on to account for their error in evaluating the property when creating their pricing.

_MP

SHRUB BED AND TREE RING WEED CONTROL PROGRAM

- LMP will use mechanical means (pulling weeds by hand) and chemical means (non- selective and pre-emergent herbicides) to create relatively weed-free ornamental beds. Weeds in beds and tree rings will be treated and/or pulled according to service schedule .Mechanical means will be used around plants filled with undesirable grasses/weeds to prevent and damage from nonselective herbicides. Weeds taller than 2 inches will be removed manually.
- 2) Chemical means; non-selective herbicides will be used in open areas around shrubs/plants and in tree rings. Pre-emergent herbicides will be used to eliminate reduce germination of weeds in ornamental beds.
- 3) Areas that have been treated with weed control will be flagged with the application date and time

TURF WEED CONTROL PROGRAM

LMP will implement a comprehensive turf weed control using a variety of control methods andFlorida Best Management Practices (BMP)

- 1) Spot applications of selective weed control; rotating products throughout the growing season as temperatures and weather conditions change. These applications will be conducted monthly, and as needed.
- 2) Broadcast applications of weed control; these will be performed on areas where weeds have reached a threshold not controllable by spot applications only.
- 3) Proper Irrigation; this practice limits the spread of dollar-weed and sedges, two weed species that thrive when turf is overwatered.
- 4) Pre-emergent weed control: this would be a broad spectrum pre-emergent weed control product to reduce the amount of weed germination. This product would be applied once the current turf broadleaf weed issues are brought under control. Applications would be conducted in accordance with contract specifications.
- 5) Areas that have been treated with weed control will be flagged with the application date and time.

SOIL TESTING PROGRAM

LMP will implement a comprehensive soil testing program to ensure that the custom blended fertilizers that we plan to use are compatible with the current soil conditions.

We plan to conduct these tests as needed to provide the optimum fertilization and soil amendment program for Silverado CDD.

AFFIDAVIT REGARDING PROPOSAL

STATE OF: Florida COUNTY OF : Pasco

Before me, the undersigned authority, appeared the affiant, <u>Scott A. Carlson</u>, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of <u>Vice President</u> for <u>Landscape Maintenance Professionals, Inc.</u> ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Silverado Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: (LISTED BELOW)

(1) 6.7.2022 (2) 6.11.2022 (3) 6.24.2022 (4) 6.29.2022 (5) 7.7.2022 (6) 7.19.2022 (7) 7.25.2022 (8) 7.29.2022

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual <u>(i.e., by no later than May 12 at 5:00 PM (EST))</u>, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

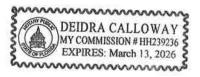
Dated this <u>8th</u> day of August, 2022.

Proposer: Landscape Maintenance Professionals, Inc. By: Title: Vice Presiden

STATE OF Florida COUNTY OF Pasco



The foregoing instrument was acknowledged before me by means of (x) <u>physical presence</u> or () online notarization, this <u>8th</u> day of August, 2022, by <u>Scott A. Carlson</u> as <u>Vice President</u> of Landscape Maintenance Professionals, Inc., who appeared before me this day in person, and who is either <u>personally known to me</u>, or produced ______as identification.



(NOTARY SEAL)

NOTARY PUBLIC, STATE OF Florida

Name:

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

PROPOSAL FORM PART I – GENERAL INFORMATION

| Proposer | General | Information: |
|----------|---------|--------------|
| | | |

Proposer Name Landscape Maintenance Professionals, Inc.

Street Address

P. O. Box (if any)_267

Telephone (813) 757-6500 Fax no. (813) 757-6501

City <u>Seffner</u>____State <u>Florida</u>___Zip Code <u>33583</u>

1st Contact Name: Orlando Castillo Jr.______Title President

2nd Contact Name: Scott A. Carlson ______ Title Vice President

Parent Company Name (if any) ALL INFO SAME AS ABOVE

| Street Address | | | | |
|--------------------|-------|--------|----------|--|
| P. O. Box (if any) | | | | |
| City | State | | Zip Code | |
| Telephone | | Fax no | | |
| 1st Contact Name | | | Title | |
| 2nd Contact Name | | | Title | |

Company Standing:

Proposer's Corporate Form: Corporation

(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date Dec 16, 1999

Is the Proposer in good standing with that State? Yes (x) No _____No ____No ___NO ____NO ___NO ____NO ____NO ___NO ___NO ___NO ___NO ___NO ___NO ___NO ____NO ___NO __NO __NO

If no, please explain______

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes (x)No _____

If no, please explain_____

What are the Proposer's current insurance limits?

\$1,000,000.00 \$1,000.000.00 \$1,000,000.00 \$2,000,000.00 August 1, 2023

 Licensure – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

All licenses and certifications are contained in the LMP Marketing Packet

PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

• List the location of the Proposer's office, which would perform work for the District.

| Street Address 26324 Wesley Chapel, Blvd | | | | | |
|--|----------------------|--------------------------------------|--|--|--|
| P. O. Box (if any) | | | | | |
| City_Lutz | State <u>Florida</u> | Zip Code <u>33559</u> | | | |
| Telephone <u>(813) 406-4465</u> | | <u>Fax</u> no. <u>(813)</u> 757-6501 | | | |
| 1st Contact Name Scott A. Carlso | on | Title Vice President | | | |
| 2nd Contact Name Erwing MartinezTitle Branch Manager | | | | | |

• Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:

| 2 | Supervisors, who will be onsite <u>3-4</u> days per week; |
|-----|--|
| 4-5 | Technical personnel, who will be onsite 7-8 days per month; and |
| 5 | Laborers, who will be onsite <u>3</u> days per week. |

Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.

Technical Personnel – Does the Proposer currently employ any other technical personnel who
have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other
relevant fields of expertise? Yes(x) No _____If yes, please provide the following information for
each person (attach additional sheets if necessary):

Name: Robert Tabone

Position / Certifications: Fert/Pest Manager/Certified Pest Control Operator

Duties / Responsibilities: Oversight of fertilizer and pest control department

% of Time to Be Dedicated to This Project: <u>5</u>%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Esplanade Of Tampa Community Association

Contact: John Browne Contact Phone: (813) 415-5589

Project Type/Description: Comprehensive Landscape And Irrigation System Maintenance

Duties / Responsibilities: Oversight of fertilizer and pest control applications

Dollar Amount of Contract: \$570,867.00

Proposer's Scope of Services for Project: <u>Mowing, edging (hard and soft), debris clean-up. Trimming</u> of shrubs, trees and palms. Fertilization of all plant material. Installation of mulch and annual flowers. <u>Maintenance and repair of irrigation system.</u>

Dates Serviced: September 2020 to Present

Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes _____No(x) For each subcontractor, please provide the following information (attach additional sheets if necessary):

| Subcontractor Name | | |
|------------------------------|------------------------|-------------------------------------|
| Street Address | | |
| P. O. Box (if any) | | |
| City | State | Zip Code |
| Telephone | Fax | no |
| 1st Contact Name | | Title |
| 2nd Contact Name | | Title |
| Proposed Duties / Responsibi | lities: | |
| | | |
| Please describe the subcont | ractor's role in other | projects on behalf of the Proposer: |
| Project Name/Location: | | |
| Contact: | Contact Phone: | |
| Project Type/Description: | | |
| Dollar Amount of Contract: _ | | |
| | | |
| | | |
| | | |
| | | |

Dates Serviced: _____

- Security Measures Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:
- LMP, Inc. performs an exhaustive and thorough background check of all applicants including <u>criminal, civil, credit, prior Verification of Employment (VOE), documentation verification, motor</u> <u>vehicle records, and submittal of the required Drug Free Workplace requirements prior to</u> <u>extending an offer of employment. We also participate in the E-verify program.</u>
- Equipment Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.

OFFICERS

PROPOSER: Landscape Maintenance Professionals, Inc.

Provide the following information for key officers of the Proposer and parent company, if any,

DATE:<u>August 8, 2022</u>

| NAME | POSITION OR TITLE | RESPONSIBILITIES | INDIVIDUAL'S RESIDENC CITY, STATE |
|------------------------------------|-----------------------|---------------------------------------|--------------------------------------|
| Orlando Castillo Jr | President | Financial Business Oversight | Bradenton, Florida |
| Scott A. Carlson | Vice President | Business Operations Oversight | Wesley Chapel, Florida |
| Bill Maxwell | Safety & Risk Manager | Safety & Risk Management Oversight | Apollo Beach, Florida |
| | | | |
| | | | |
| FOR PARENT COMPANY (if applicable) | | | |
| | | | |
| | | | |
| | | | |
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| | | | |

9

SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Landscape Maintenance Professionals, Inc.

DATE: August 8, 2022

| INDIVIDUAL'S | PRESENT | JOB RESPONSIBILITIES | OFFICE LOCATION | % OF TIME TO BE DEDICATED TO THIS | YEARS OF EXPERIENCE IN | TOTAL YEARS O RELATED |
|-----------------|---------------------------|---------------------------------------|--------------------|--|---------------------------|--------------------------|
| NAME | TITLE | | | PROJECT / # OF DAYS ON-SITE PER WEEK | PRESENT POSITION | EXPERIENCE |
| Erwing Martinez | Branch Manager | Oversight of Branch Operations | Lutz, Fl | Tyree will perform a site visit monthly | 1+ | 20+ |
| Robert Tabone | Fert/Pest Manager CPCO | Oversight of Fert/Pest Operations | Lutz, Fl | 1-2 days per month | 7+ | 15+ |
| Sam Martel | Irrigation Manager | Oversight of Irrigation Operations | Lutz, Fl | 1-2 days per month | 6+ | 15+ |
| Felix LaPorte | Account Manager | Oversight of Onsite Crew | Lutz, Fl | Everyday that the crew is onsite | 8+ | 8+ |
| Chris Holt | Enhancements Manager | Oversight of Enhancement Projects | Lutz, Fl | As needed for enhancement additions | 1+ | 10+ |
| | | | | | | |
| | | | | | | |
| | | | - | | | |
| | | | | | | |
| | | | | | | |

10

COMPANY OWNED MAJOR EQUIPMENT TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Landscape Maintenance Professionals, Inc.

DATE: August 8, 2022

| QUANTITY | DESCRIPTION* | # OF PROJECTS DEDICATED TO | STORAGE AND WORK SITE LOCATIONS |
|----------|--------------------------------|-------------------------------------|------------------------------------|
| | ALL COMPANY OWNED EQUIPMENT IS | KEPT AT THE LOCAL BRANCH OFFICE AND | LISTED IN OUR MARKETING PACKET |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

11

PROPOSAL FORM PART III – EXPERIENCE

Has the Proposer performed work for a community development district previously? Yes <u>X</u> No
 _____ If yes, please provide the following information for each project (attach additional sheets if necessary): <u>Additional List Of CDD's Maintained by LMP Are Contained In Our Marketing Packet</u>

Project Name/Location: <u>Watergrass CDD</u> Contact: <u>Gene Roberts</u>

Contact Phone: (813) 440-7096 Project Type/Description: Comprehensive Landscape And Irrigation System Maintenance

Dollar Amount of Contract: \$162,639.00 Scope of Services for Project: Mowing, edging (hard and soft), debris clean-up. Trimming of shrubs, trees and palms.

Fertilization of all plant material. Installation of mulch and annual flowers. Maintenance and repair of irrigation system.

Dates Serviced: September 2017 to Present

• List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

2021 =\$17,278,366.00

2020 =\$14,896,466.00

2019 =\$16,324,246.00

• Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project Name/Location: Watergrass II CDD

Contact: Andrew Mendenhall Contact Phone: (813) 991-4014

Project Type/Description: Comprehensive Landscape And Irrigation System Maintenance

Dollar Amount of Contract: \$518,581.00

How was the project similar to this project? Service scope and frequencies were very similar;

detail work, mowing, fertilization, trimming of plant material, maintenance and repair of irrigation

system.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): <u>Mowing, edging (hard and soft), debris clean-up. Trimming of shrubs, trees and palms. Fertilization of all plant material. Installation of mulch and annual flowers. Maintenance and repair of irrigation system.</u>

List of equipment used on site: Zero Turn Mowers : <u>104", 72", 60". Gas powered line trimmers, hedgers</u> blowers, gas powered fertilizer spreaders, bucket and grapple trucks for tree work.

List of subcontractors used: NONE

Is this a current contract? Yes X No

Duration of contract: February 2021 to Present

• (Information regarding similar projects - continued)

Project Name/Location: Cory Lakes CDD

Contact: John Hall _____Contact Phone: (813) 994-4763

Project Type/Description: Comprehensive Landscape And Irrigation System Maintenance

Dollar Amount of Contract: \$343,165.00

How was the project similar to this project? <u>Service scope and frequencies were very similar;</u>

detail work, mowing, fertilization, trimming of plant material, maintenance and repair of irrigation

<u>sγstem.</u>

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): <u>Mowing, edging (hard and soft), debris clean-up. Trimming of shrubs, trees and palms. Fertilization of all plant material. Installation of mulch and annual flowers. Maintenance and repair of irrigation system.</u>

List of equipment used on site: Zero Turn Mowers <u>104", 72", 60". Gas powered line trimmers, hedgers</u> blowers, gas powered fertilizer spreaders, bucket and grapple trucks for tree work.

List of subcontractors used: NONE

Is this a current contract? Yes X No _____

Duration of contract: December 2019 to Present

• (Information regarding similar projects – continued)

Project Name/Location: Heritage Isles CDD

Contact: Rich Unger Contact Phone: (813) 907-7388

Project Type/Description: Comprehensive Landscape And Irrigation System Maintenance

Dollar Amount of Contract: \$166,550.00

How was the project similar to this project? Service scope and frequencies were very similar;

detail work, mowing, fertilization, trimming of plant material, maintenance and repair of irrigation

system.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): <u>Mowing, edging (hard and soft), debris clean-up. Trimming of shrubs, trees and palms. Fertilization of all plant material. Installation of mulch and annual flowers. Maintenance and repair of irrigation system.</u>

List of equipment used on site : Zero Turn Mowers <u>104", 72", 60". Gas powered line trimmers, hedgers</u> blowers, gas powered fertilizer spreaders, bucket and grapple trucks for tree work.

List of subcontractors used: NONE

Is this a current contract? Yes X No _____

Duration of contract: September 2009 to Present

• (Information regarding similar projects – continued)

Project Name/Location: Northwoods CDD

Contact: Josue Marquez Contact Phone: (813) 991-1155

Project Type/Description: Comprehensive Landscape And Irrigation System Maintenance

Dollar Amount of Contract: \$67,613.00

How was the project similar to this project? Service scope and frequencies were very similar; detail

work, mowing, fertilization, trimming of plant material, maintenance and repair of irrigation

system.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): <u>Mowing, edging (hard and soft), debris clean-up. Trimming of shrubs, trees and palms. Fertilization of all plant material. Installation of mulch and annual flowers. Maintenance and repair of irrigation system.</u>

List of equipment used on site: Zero Turn Mowers <u>104", 72", 60". Gas powered line trimmers, hedgers</u> blowers, gas powered fertilizer spreaders, bucket and grapple trucks for tree work.

List of subcontractors used: NONE

Is this a current contract? Yes X No _____

Duration of contract: November 2015 to Present



P.O. BOX 267 SEFFNER, FL 33583 - (877) 567-7761 - FAX (813) 757-6501

ADDITIONAL LIST OF LMP MAINTAINED CDD'S

8/8/2022

| PROPERTY NAME | START | STATUS | CONTACT PHONE |
|---------------------------------|-------------------------------|------------------|---|
| Belmont CDD Bobcat Trail CDD | <u>10/1/2019</u> 10/1/2020 | ACTIVE ACTIVE | Kirsten Brooks (404) 723-1245 Scott Verill (941 426-1829) |
| Chapel Crossings CDD | 8/1/2021 | ACTIVE | Craig Weber (813) 994-2277 |
| Cory Lake Isles CDD | <u>12/1/2019</u> | ACTIVE | John Hall (813) 924-4673 |
| Covington Park CDD | 10/1/2013 | ACTIVE | Ronald Blue (443) 254-1065 |
| Harrison Ranch CDD | <u>11/1/2019</u> | ACTIVE | Barbara McEvoy (928) 451-2421 |
| Hawks Point CDD | 9/1/2018 | ACTIVE | Chantal Copeland (730) 359-4627 |
| Heritage Isles CDD | 5/1/2009 | ACTIVE | Rich Unger (813) 299-5539 |
| Northwood CDD | <u>11/1/2015</u> | ACTIVE | Gene Roberts (813) 440-7096 |
| Oak Creek CDD | 4/1/2016 | ACTIVE | Mark Vega (813) 991-1116 |
| Panther Trace CDD | 11/1/2015 | ACTIVE | Monica Vitale (813) 671-8023 |
| Panther Trace II CDD | 9/1/2018 | ACTIVE | Anna Ramirez (813) 671-0831 |
| Panther Trails CDD | <u>11/1/2019</u> | ACTIVE | Taylor Nielsen (813) 533-2950 x 9475 |
| Triple Creek CDD | 12/1/2020 | ACTIVE | Alex Garces (813) 699-9065 |
| Venetian CDD | <u>11/1/2019</u> | ACTIVE | Keith Livermore (208) 996-7274 |
| | | | |
| Watergrass I CDD | 1/1/2019 | ACTIVE | Gene Roberts (813) 440-7096 |
| Watergrass II CDD | 2/1/2021 | ACTIVE | Craig Weber (813) 994-2277 |
| Waters Edge CDD/Rivers Reach | 6/1/2016 | ACTIVE | Mick Sheppard (813) 408-0511 |
| | | | |

Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes ______ No(<u>X)</u> For each such incident, please provide the following information (attach additional sheets as needed):

| Project Name/Location: | |
|--------------------------------|-----------------|
| Contact: | _Contact Phone: |
| Project Type/Description: | |
| Dollar Amount of Contract: | |
| Scope of Services for Project: | |
| | |
| | |
| | |
| Dates Serviced: | |
| Reason for Termination: | |
| | |
| - | |
| | |

 Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ____No(X)

If yes, please describe each violation, fine, and resolution

What is the Proposer's current worker compensation rating? <u>1.07</u>

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X_No_____

If yes, please describe each incident: <u>Employee suffered a spider bite while on the jobsite that required</u> medical attention and resulted in lost time of more than 10 days.

Employee suffered amputated big toe due from mower injury due to inattention by employee and mower operator. This incident resulted in a change of company policy regarding footwear (mandatory that boots are now required) and change in company policy regarding approaching mowers from the side and/or behind (mowers must be approached from the front and only after making eye contact with mower operator.

Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?
 Yes (_)No (X) If yes, please provide:

| The names of the entities | | | |
|---------------------------|--|--|--|
| | | | |

The state(s) where barred or suspended ______

The period(s) of debarment or suspension ______

Also, please explain the basis for any bar or suspension:

• List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.

NONE

• List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.

NONE

REVISED PROPOSAL FORM PART IV PRICING INITIAL TERM

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

| ANNUAL TO | TAL – GENERAL LANI | DSCAPE MAINTENANC | E (ALL LABOR AND I | MATERIALS) |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$155,456.00 | \$23,875.00 | \$70,122.00 | \$59,310.00 | \$2,149.00 |

Additional Services: These prices are informational only and NOT to be included in General Landscape Maintenance Cost above)

- Storm Cleanup \$ 45.00 /hr

Freeze Protection (description of ability)

We have the ability to respond quickly to apply freeze cloth.

We can also purchase the cloth for the community and store it at our facility for use at Silverado CDD.

\$100.00/application (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)

- Hand Watering

\$45.00_/hr for employee with hand-held hose

\$125.00/hr for water truck/tanker

| | ANNUAL TOTAL - FER | RTILIZATION (ALL LAB | OR AND MATERIALS | 5) |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$34,834.00 | \$0.00 | \$34,834.00 | \$0.00 | \$0.00 |

(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

| | | ST. AUGUSTINE (per specific | cations in Part 2) | |
|-------|-----------------|--------------------------------------|--|----------------------|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
| FEB | 24-2-11 W PRE-M | 1 LB N/1000 SF | 3,000 POUNDS | \$5,400.00 |
| APR | 24-2-11 | .5 LB N/1000 SF | 1,500 POUNDS | \$2,700.00 |
| MAY | 24-2-11 | 1 LB N/1000 SF | 3,000 POUNDS | \$5,400.00 |
| JUL | 24-2-11 | 1 LB N/1000 SF | 3,000 POUNDS | \$5,400.00 |
| SEP | 24-2-11 | 1 LB N/1000 SF | 3,000 POUNDS | \$5,400.00 |
| NOV | 24-2-11 W PRE-M | 1 LB N/1000 SF | 3,000 POUNDS | \$5,400.00 |

| | | BAHIA (per specifications in I | Part 2) | |
|-------|-----------------|--------------------------------------|--|-------------------------|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
| FEB | 24-2-11 W PRE-M | 1 LB N/1000 SF | 500 POUNDS | \$1,000.00 |
| APR | 24-2-11 | .5 LB N/1000 SF | 250 POUNDS | \$500.00 |
| JUN | 24-2-11 | 1 LB N/1000 SF | 500 POUNDS | \$1,000.00 |
| OCT | 24-2-11 W PRE-M | 1 LB N/1000 SF | 500 POUNDS | \$1,000.00 |

| | ZOYSIA (per specifications in | Part 2) | |
|---------|--------------------------------------|--|---|
| FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
| N/A | N/A | N/A | N/A |
| | | FORMULA APPLICATION RATE (LBS. N/1000 SF) | (LBS. N/1000 SF) PRODUCT TO BE APPLIED |

| | CELEBR | ATION BERMUDA (per specific | ations in Part 2) | |
|-------|---------|--------------------------------------|--|-------------------------|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
| N/A | N/A | N/A | N/A | N/A |

| | OR | NAMENTALS (per specification | is in Part 2) | |
|-------|---------|--------------------------------------|--|-------------------------|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
| MAR | 10-4-12 | 1.5 LB N/1000 SF | 250 POUNDS | \$350.00 |
| JUN | 10-4-12 | 1.5 LB N/1000 SF | 250 POUNDS | \$350.00 |
| OCT | 10-4-12 | 1.5 LB N/1000 SF | 250 POUNDS | \$350.00 |

| | | PALMS (per specifications in P | art 2) | |
|-------|---------|---|--|-------------------------|
| MONTH | FORMULA | APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
| MAR | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$146.00 |
| JUN | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$146.00 |
| SEP | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$146.00 |
| NOV | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$146.00 |

Please list any additional fertilization for those plant materials requiring specialized applications.

| | | SPECIALTY PLANT MATERIA | LS | |
|-------|---------|--|--|-------------------------|
| MONTH | FORMULA | PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, Knockout Roses, etc.) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
| N/A | N/A | N/A | N/A | N/A |
| | | | | |
| | | | | |
| | | | | |

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

| ANNU | AL TOTAL - PEST CON | TROL ALLOWANCE (A | LL LABOR AND MAT | TERIALS) |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$ <u>7,440.00</u> | \$ <u>0.00</u> | \$ <u>7,440.00</u> | \$ <u>0.00</u> | \$ <u>0.00</u> |

(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed <u>the month after</u> services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$<u>0.00</u>/Yr (based on quantities below) (OTC injections per specs - <u>do not include in Grand Total)</u>

| Palm Type | Palm Qty | # of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.) | Cost per Individual Inoculation (One Cartridge) | Total Cost per Year (4x per year) |
|-----------|----------|--|--|---|
| N/A | N/A | N/A | N/A | N/A |
| | | | | |
| | | | | |

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. **\$8,400.00** / Yr

Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Area (Orange) |
|----------------------|--|--|----------------------|-------------------------|
| \$ <u>15,984.00</u> | <u>\$0.00</u> | <u>\$15,984.00</u> | <u>\$0.00</u> | <u>\$0.00</u> |
| that the sy | stem gets shut down i | n a potential <u>f</u> reeze. | | |
| | rstem gets shut down in a stem gets shut down in a stem gets shut down in a stem stem stem stem stem stem stem s | | al or Grand Total) | |

additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

600 Bales Grade "A" Medium Pine Straw per specs for the first top-dressing at \$ 9.00 /Bale (October Application) And

<u>300</u> Bales Grade "A" Medium Pine Straw per specs for the second top-dressing at \$9.00 /Bale (April Application)

| ANNUAL TO | DTAL - INSTALLATION | OF GRADE "A" MEDIU MATERIALS) | M PINE STRAW (AL | L LABOR AND |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$8,100.00 | <u>\$0.00</u> | \$8,100.00 | <u>\$0.00</u> | \$0.00 |

*(This is the total cost if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

| ANNUA | L TOTAL - INST | ALLATION OF AN | NUALS (ALL LABOR A | ND MATERIALS) | |
|--|----------------------|--|--|----------------------|--------------------------|
| | Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| # of pots needed | 100 pots | 0 pots | 100 pots | 0 pots | 0 pots |
| Unit Price | \$2.90 | \$0.00 | \$2.90 | \$0.00 | \$0.00 |
| Price per Rotation | \$290.00 | \$0.00 | \$290.00 | \$0.00 | \$0.00 |
| Annual Total (assume 4x per year) | \$1,160.00 | \$0.00 | \$1,160.00 | \$0.00 | \$0.00 |

Contractor shall install annuals four (4) times per year <u>per specs</u> at the direction of the District. (Do not include in Grand Total)

The District reserves the right to subcontract any annual installation to an outside vendor.

BASE BID GRAND TOTAL (SUM OF TOTALS FOR UNIRRIGATED (RED) AND IRRIGATED (GREEN) AREAS FOR PARTS 1, 2, 3 & 4 - This is what contract will be written for, unless additional areas are selected)

\$ 213,714.00 /Yr INITIAL TERM

| FIRST ANNUAL RENEWAL | \$ SEE PRICING FORM | /Yr* |
|-----------------------|---------------------|------|
| SECOND ANNUAL RENEWAL | \$ SEE PRICING FORM | /Yr* |
| THIRD ANNUAL RENEWAL | \$ SEE PRICING FORM | /Yr* |

*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

REVISED PROPOSAL FORM PART IV PRICING FIRST ANNUAL RENEWAL

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

| ANNUAL TO | TAL – GENERAL LANI | DSCAPE MAINTENANC | E (ALL LABOR AND | MATERIALS) |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$160,119.00 | \$24,591.00 | \$72,226.00 | \$61,089.00 | \$2,213.00 |

Additional Services: These prices are informational only and NOT to be included in General Landscape Maintenance Cost above)

- Storm Cleanup \$ 45.00 /hr

Freeze Protection (description of ability)

We have the ability to respond quickly to apply freeze cloth.

We can also purchase the cloth for the community and store it at our facility for use at Silverado CDD.

\$100.00/application (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)

Hand Watering

\$45.00 /hr for employee with hand-held hose

\$125.00/hr for water truck/tanker

<u>PART 2</u>

| | ANNUAL TOTAL - FEI | RTILIZATION (ALL LAB | OR AND MATERIALS | 5) |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$35,531.00 | \$0.00 | \$35,531.00 | \$ <u>0.00</u> | \$ <u>0.00</u> |

(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

| | ST. AUGUSTINE (per specifications in Part 2) | | | | | |
|-------|--|--------------------------------------|--|----------------------|--|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | | |
| FEB | 24-2-11 W PRE-M | 1 LB N/1000 SF | 3,000 POUNDS | \$5,508.00 | | |
| APR | 24-2-11 | .5 LB N/1000 SF | 1,500 POUNDS | \$2,754.00 | | |
| MAY | 24-2-11 | 1 LB N/1000 SF | 3,000 POUNDS | \$5,508.00 | | |
| JUL | 24-2-11 | 1 LB N/1000 SF | 3,000 POUNDS | \$5,508.00 | | |
| SEP | 24-2-11 | 1 LB N/1000 SF | 3,000 POUNDS | \$5,508.00 | | |
| NOV | 24-2-11 W PRE-M | 1 LB N/1000 SF | 3,000 POUNDS | \$5,508.00 | | |

| BAHIA (per specifications in Part 2) | | | | | |
|--------------------------------------|-----------------|--------------------------------------|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| FEB | 24-2-11 W PRE-M | 1 LB N/1000 SF | 500 POUNDS | \$1,020.00 | |
| APR | 24-2-11 | .5 LB N/1000 SF | 250 POUNDS | \$510.00 | |
| JUN | 24-2-11 | 1 LB N/1000 SF | 500 POUNDS | \$1,020.00 | |
| OCT | 24-2-11 W PRE-M | 1 LB N/1000 SF | 500 POUNDS | \$1,020.00 | |

| FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS | COST PER |
|---------|--------------------------------------|--------------------------|-------------|
| | (105.14/1000 5F) | PRODUCT TO BE APPLIED | APPLICATION |
| N/A | N/A | N/A | N/A |
| | N/A | N/A N/A | |

| | CELEBRA | ATION BERMUDA (per specific | ations in Part 2) | |
|-------|---------|--------------------------------------|--|-------------------------|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
| N/A | N/A | N/A | N/A | N/A |

| ORNAMENTALS (per specifications in Part 2) | | | | | |
|--|---------|--------------------------------------|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| MAR | 10-4-12 | 1.5 LB N/1000 SF | 250 POUNDS | \$357.00 | |
| JUN | 10-4-12 | 1.5 LB N/1000 SF | 250 POUNDS | \$357.00 | |
| OCT | 10-4-12 | 1.5 LB N/1000 SF | 250 POUNDS | \$357.00 | |

| PALMS (per specifications in Part 2) | | | | | |
|--------------------------------------|---------|---|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| MAR | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$149.00 | |
| JUN | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$149.00 | |
| SEP | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$149.00 | |
| NOV | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$149.00 | |

Please list any additional fertilization for those plant materials requiring specialized applications.

| | | SPECIALTY PLANT MATERIA | LS | |
|-------|---------|--|--|-------------------------|
| MONTH | FORMULA | PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, Knockout Roses, etc.) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
| N/A | N/A | N/A | N/A | N/A |
| | | | | |
| | | | | |

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

| ANNU | AL TOTAL - PEST CON | TROL ALLOWANCE (A | LL LABOR AND MAT | FERIALS) |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$7,589.00 | \$ <u>0.00</u> | \$7,589.00 | \$ <u>0.00</u> | \$ <u>0.00</u> |

(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed <u>the month after</u> services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$<u>0.00</u>/Yr (based on quantities below) (OTC injections per specs - <u>do not include in Grand Total</u>)

| Palm Type | Palm Qty | # of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.) | Cost per Individual Inoculation (One Cartridge) | Total Cost per Year (4x per year) |
|-----------|----------|--|--|---|
| N/A | N/A | N/A | N/A | N/A |
| | | | | |
| | | | | |

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. **\$8,568.00** / Yr

Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Area (Orange) |
|----------------------|---|--|----------------------|-------------------------|
| \$16,783.00 | <u>\$0.00</u> | \$16,783.00 | <u>\$0.00</u> | <u>\$0.00</u> |
| | | | | |
| \$275.00 /a | nulication (do not incl | lude in Imigation Tota | al ar Grand Tatal) | |
| | pplication <u>(do not incl</u> s emergency service h | | | ainlines numn & |

additional charges and pricing for any deficiencies and for such items other than routine

maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

600 BalesGrade "A" Medium Pine Straw per specs for the first top-dressing at \$ 9.00 /Bale (October Application) And

<u>300</u> Bales Grade "A" Medium Pine Straw per specs for the second top-dressing at \$9.00 /Bale (April Application)

| ANNUAL TO | OTAL - INSTALLATION | OF GRADE "A" MEDIU MATERIALS) | IM PINE STRAW (AI | LLABOR AND |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$8,100.00 | \$0.00 | \$8,100.00 | \$0.00 | \$0.00 |

*(This is the total cost if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

| ANNUAL TOTAL – INSTALLATION OF ANNUALS (ALL LABOR AND MATERIALS) | | | | | | |
|--|----------------------|--|--|----------------------|--------------------------|--|
| | Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) | |
| # of pots needed | 100 pots | 0 pots | 100 pots | 0 pots | 0 pots | |
| Unit Price | \$3.00 | \$0.00 | \$3.00 | \$0.00 | \$0.00 | |
| Price per Rotation | \$300.00 | \$0.00 | \$300.00 | \$0.00 | \$0.00 | |
| Annual Total (assume 4x per year) | \$1,200.00 | \$0.00 | \$1,200.00 | \$0.00 | \$0.00 | |

Contractor shall install annuals four (4) times per year <u>per specs</u> at the direction of the District. (Do not include in Grand Total)

The District reserves the right to subcontract any annual installation to an outside vendor.

BASE BID GRAND TOTAL (SUM OF TOTALS FOR UNIRRIGATED (RED) AND IRRIGATED (GREEN) AREAS FOR PARTS 1, 2, 3 & 4 - This is what contract will be written for, unless additional areas are selected)

\$ <u>220,022.00</u>/Yr

FIRST ANNUAL RENEWAL

\$ <u>220,022.00</u> /Yr*

*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

REVISED PROPOSAL FORM PART IV PRICING SECOND ANNUAL RENEWAL

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

| ANNUAL TO | TAL – GENERAL LANI | DSCAPE MAINTENANC | E (ALL LABOR AND I | MATERIALS) |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$160,119.00 | \$24,591.00 | \$72,226.00 | \$61,089.00 | \$2,213.00 |

Additional Services: These prices are informational only and NOT to be included in General Landscape Maintenance Cost above)

- Storm Cleanup \$<u>45.00</u>/hr
- Freeze Protection (description of ability)

We have the ability to respond quickly to apply freeze cloth.

We can also purchase the cloth for the community and store it at our facility for use at Silverado CDD.

\$100.00/application (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)

Hand Watering

\$45.00 /hr for employee with hand-held hose

\$125.00/hr for water truck/tanker

| | ANNUAL TOTAL - FEI | RTILIZATION (ALL LAB | OR AND MATERIAL | 5) |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$35,531.00 | \$0.00 | \$35,531.00 | \$ <u>0.00</u> | \$0.00 |

(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

| ST. AUGUSTINE (per specifications in Part 2) | | | | | |
|--|-----------------|--------------------------------------|--|----------------------|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| FEB | 24-2-11 W PRE-M | 1 LB N/1000 SF | 3,000 POUNDS | \$5,508.00 | |
| APR | 24-2-11 | .5 LB N/1000 SF | 1,500 POUNDS | \$2,754.00 | |
| MAY | 24-2-11 | 1 LB N/1000 SF | 3,000 POUNDS | \$5,508.00 | |
| JUL | 24-2-11 | 1 LB N/1000 SF | 3,000 POUNDS | \$5,508.00 | |
| SEP | 24-2-11 | 1 LB N/1000 SF | 3,000 POUNDS | \$5,508.00 | |
| NOV | 24-2-11 W PRE-M | 1 LB N/1000 SF | 3,000 POUNDS | \$5,508.00 | |

| BAHIA (per specifications in Part 2) | | | | | | |
|--------------------------------------|-----------------|--------------------------------------|--|-------------------------|--|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | | |
| FEB | 24-2-11 W PRE-M | 1 LB N/1000 SF | 500 POUNDS | \$1,020.00 | | |
| APR | 24-2-11 | .5 LB N/1000 SF | 250 POUNDS | \$510.00 | | |
| JUN | 24-2-11 | 1 LB N/1000 SF | 500 POUNDS | \$1,020.00 | | |
| OCT | 24-2-11 W PRE-M | 1 LB N/1000 SF | 500 POUNDS | \$1,020.00 | | |

| ZOYSIA (per specifications in Part 2) | | | | | |
|---------------------------------------|--------------------------------------|--|--|--|--|
| FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | | |
| N/A | N/A | N/A | N/A | | |
| | | FORMULA APPLICATION RATE (LBS. N/1000 SF) | FORMULA APPLICATION RATE TOTAL POUNDS (LBS. N/1000 SF) PRODUCT TO BE APPLIED | | |

| CELEBRATION BERMUDA (per specifications in Part 2) | | | | | |
|--|---------|--------------------------------------|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| N/A | N/A | N/A | N/A | N/A | |

| ORNAMENTALS (per specifications in Part 2) | | | | | |
|--|---------|--------------------------------------|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| MAR | 10-4-12 | 1.5 LB N/1000 SF | 250 POUNDS | \$357.00 | |
| JUN | 10-4-12 | 1.5 LB N/1000 SF | 250 POUNDS | \$357.00 | |
| OCT | 10-4-12 | 1.5 LB N/1000 SF | 250 POUNDS | \$357.00 | |

| PALMS (per specifications in Part 2) | | | | | |
|--------------------------------------|---------|---|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| MAR | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$149.00 | |
| JUN | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$149.00 | |
| SEP | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$149.00 | |
| NOV | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$149.00 | |

Please list any additional fertilization for those plant materials requiring specialized applications.

| SPECIALTY PLANT MATERIALS | | | | | |
|---------------------------|---------|--|--|-------------------------|--|
| MONTH | FORMULA | PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, Knockout Roses, etc.) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| N/A | N/A | N/A | N/A | N/A | |
| | | | | | |
| | | | | | |
| | | | | | |

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

| ANNU | AL TOTAL - PEST CON | TROL ALLOWANCE (A | LL LABOR AND MAT | TERIALS) |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$7,589.00 | \$0.00 | \$7,589.00 | \$ <u>0.00</u> | \$ <u>0.00</u> |

(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed <u>the month after</u> services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$<u>0.00</u>/Yr (based on quantities below) (OTC injections per specs - <u>do not include in Grand Total</u>)

| Palm Qty | # of inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.) | Cost per Individual Inoculation (One Cartridge) | Total Cost per Year (4x per year) |
|----------|--|---|---|
| N/A | N/A | N/A | N/A |
| | | | |
| | | Palm Qty (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.) | Palm Qty (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.) |

The District reserves the right to subcontract out any and all OTC injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. **\$8,568.00** / Yr

Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

| ANN | | ION SYSTEM MONITO | | NANCE |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$16,783.00 | <u>\$0.00</u> | \$16,783.00 | \$0.00 | \$0.00 |

Freeze Protection (description of ability) <u>We can cover sensitive parts and will also ensure</u> that the system gets shut down in a potential <u>freeze</u>.

\$225.00 /application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate **\$ 125.00** /hr. (i.e. broken mainlines, pump & wells, etc.)

<u>Contractor shall inspect the irrigation system prior to contract award and shall provide a list of</u> <u>additional charges and pricing for any deficiencies and for such items other than routine</u> <u>maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.</u>

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

600 BalesGrade "A" Medium Pine Straw per specs for the first top-dressing at \$ 9.00 /Bale (October Application) And

300 Bales Grade "A" Medium Pine Straw per specs for the second top-dressing at \$9.00 /Bale (April Application)

| ANNUAL TO | DTAL - INSTALLATION | OF GRADE "A" MEDIU MATERIALS) | IM PINE STRAW (AL | L LABOR AND |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$8,100.00 | \$0.00 | \$8,100.00 | <u>\$0.00</u> | \$0.00 |

*(This is the total cost if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

<u> PART 6</u>

| ANNUA | L TOTAL - INST | ALLATION OF AN | NUALS (ALL LABOR A | ND MATERIALS) | |
|--|----------------------|--|--|----------------------|--------------------------|
| | Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| # of pots needed | 100 pots | 0 pots | 100 pots | 0 pots | 0 pots |
| Unit Price | \$3.00 | \$0.00 | \$3.00 | \$0.00 | \$0.00 |
| Price per Rotation | \$300.00 | \$0.00 | \$300.00 | \$0.00 | \$0.00 |
| Annual Total (assume 4x per year) | \$1,200.00 | \$0.00 | \$1,200.00 | \$0.00 | \$0.00 |

Contractor shall install annuals four (4) times per year **per specs** at the direction of the District. (Do not include in Grand Total)

The District reserves the right to subcontract any annual installation to an outside vendor.

BASE BID GRAND TOTAL (SUM OF TOTALS FOR UNIRRIGATED (RED) AND IRRIGATED (GREEN) AREAS FOR PARTS 1, 2, 3 & 4 - This is what contract will be written for, unless additional areas are selected)

\$ <u>220,022.00</u>/Yr

SECOND ANNUAL RENEWAL

\$ <u>220,022.00</u> /Yr*

*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

REVISED PROPOSAL FORM PART IV PRICING THIRD ANNUAL RENEWAL

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

| ANNUAL TO | TAL – GENERAL LANI | DSCAPE MAINTENANC | E (ALL LABOR AND | MATERIALS) |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$164,973.00 | \$25,329.00 | \$74,393.00 | \$62,972.00 | \$2,279.00 |

Additional Services: These prices are informational only and NOT to be included in General Landscape Maintenance Cost above)

- Storm Cleanup \$<u>45.00</u>/hr

Freeze Protection (description of ability)

We have the ability to respond quickly to apply freeze cloth.

We can also purchase the cloth for the community and store it at our facility for use at Silverado CDD.

\$100.00/application (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)

Hand Watering

\$45.00 /hr for employee with hand-held hose

\$125.00/hr for water truck/tanker

PART 2

| | ANNUAL TOTAL - FER | RTILIZATION (ALL LAB | OR AND MATERIALS | 5) |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$36,242.00 | \$0.00 | \$36,242.00 | \$0.00 | \$0.00 |

(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

| | | ST. AUGUSTINE (per specifi | cations in Part 2) | |
|-------|-----------------|--------------------------------------|--|----------------------|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
| FEB | 24-2-11 W PRE-M | 1 LB N/1000 SF | 3,000 POUNDS | \$5,618.00 |
| APR | 24-2-11 | .5 LB N/1000 SF | 1,500 POUNDS | \$2,809.00 |
| MAY | 24-2-11 | 1 LB N/1000 SF | 3,000 POUNDS | \$5,618.00 |
| JUL | 24-2-11 | 1 LB N/1000 SF | 3,000 POUNDS | \$5,618.00 |
| SEP | 24-2-11 | 1 LB N/1000 SF | 3,000 POUNDS | \$5,618.00 |
| NOV | 24-2-11 W PRE-M | 1 LB N/1000 SF | 3,000 POUNDS | \$5,618.00 |

| BAHIA (per specifications in Part 2) | | | | | |
|--------------------------------------|-----------------|--------------------------------------|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| FEB | 24-2-11 W PRE-M | 1 LB N/1000 SF | 500 POUNDS | \$1,040.00 | |
| APR | 24-2-11 | .5 LB N/1000 SF | 250 POUNDS | \$520.00 | |
| JUN | 24-2-11 | 1 LB N/1000 SF | 500 POUNDS | \$1,040.00 | |
| OCT | 24-2-11 W PRE-M | 1 LB N/1000 SF | 500 POUNDS | \$1,040.00 | |

| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
|-------|---------|--------------------------------------|--|-------------------------|
| N/A | N/A | N/A | N/A | N/A |

| | CELEBRA | ATION BERMUDA (per specific | ations in Part 2) | |
|-------|---------|--------------------------------------|--|-------------------------|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
| N/A | N/A | N/A | N/A | N/A |

| ORNAMENTALS (per specifications in Part 2) | | | | | |
|--|---------|--------------------------------------|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| MAR | 10-4-12 | 1.5 LB N/1000 SF | 250 POUNDS | \$365.00 | |
| JUN | 10-4-12 | 1.5 LB N/1000 SF | 250 POUNDS | \$365.00 | |
| OCT | 10-4-12 | 1.5 LB N/1000 SF | 250 POUNDS | \$365.00 | |

| PALMS (per specifications in Part 2) | | | | | |
|--------------------------------------|---------|---|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| MAR | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$152.00 | |
| JUN | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$152.00 | |
| SEP | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$152.00 | |
| NOV | 8-2-12 | 1.5 LB/100 SF | 73 POUNDS | \$152.00 | |

Please list any additional fertilization for those plant materials requiring specialized applications.

| | | SPECIALTY PLANT MATERIA | LS | |
|-------|---------|--|--|-------------------------|
| MONTH | FORMULA | PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, Knockout Roses, etc.) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION |
| N/A | N/A | N/A | N/A | N/A |
| | | | | |
| | | | | |
| | | | | |

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

| ANNUAL TOTAL – PEST CONTROL ALLOWANCE (ALL LABOR AND MATERIALS) | | | | | |
|---|---|--|----------------------|--------------------------|--|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) | |
| \$7,778.00 | \$ <u>0.00</u> | \$7,778.00 | \$ <u>0.00</u> | \$ <u>0.00</u> | |

(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed <u>the month after</u> services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$<u>0.00</u>/Yr (based on quantities below) (OTC injections per specs - <u>do not include in Grand Total</u>)

| Palm Type | Palm Qty | # of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.) | Cost per Individual Inoculation (One Cartridge) | Total Cost per Year (4x per year) |
|-----------|----------|--|--|---|
| N/A | N/A | N/A | N/A | N/A |
| | | | | |

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. **\$8,782.00**/ Yr

Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

<u>PART 4</u>

| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Area (Orange) |
|----------------------|---|--|----------------------|-------------------------|
| \$17,622.00 | \$0.00 | \$17,622.00 | <u>\$0.00</u> | \$0.00 |
| | | | | |
| \$225.00 /- | application (do not inc | lude in Irrigation Tota | or Grand Total) | |
| \$ <u>225.00</u> /a | application <u>(do not inc</u> | lude in Irrigation Tota | l or Grand Total) | |

<u>Contractor shall inspect the irrigation system prior to contract award and shall provide a list of</u> <u>additional charges and pricing for any deficiencies and for such items other than routine</u> <u>maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.</u>

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

600 Bales Grade "A" Medium Pine Straw per specs for the first top-dressing at \$ 9.00 /Bale(October Application) And

<u>300</u> Bales Grade "A" Medium Pine Straw per specs for the second top-dressing at \$9.00 /Bale (April Application)

| ANNUAL TO | DTAL - INSTALLATION | OF GRADE "A" MEDIU MATERIALS) | M PINE STRAW (AL | L LABOR AND |
|----------------------|---|--|----------------------|--------------------------|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| \$8,100.00 | <u>\$0.00</u> | \$8,100.00 | <u>\$0.00</u> | \$0.00 |

*(This is the total cost if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

| ANNUA | L TOTAL - INST | ALLATION OF ANI | NUALS (ALL LABOR A | ND MATERIALS) | |
|--|----------------------|--|--|----------------------|--------------------------|
| | Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) |
| # of pots needed | 100 pots | 0 pots | 100 pots | 0 pots | 0 pots |
| Unit Price | \$3.10 | \$0.00 | \$3.10 | \$0.00 | \$0.00 |
| Price per Rotation | \$310.00 | \$0.00 | \$300.00 | \$0.00 | \$0.00 |
| Annual Total (assume 4x per year) | \$1,240.00 | \$0.00 | \$1,240.00 | \$0.00 | \$0.00 |

Contractor shall install annuals four (4) times per year <u>per specs</u> at the direction of the District. (Do not include in Grand Total)

The District reserves the right to subcontract any annual installation to an outside vendor.

BASE BID GRAND TOTAL (SUM OF TOTALS FOR UNIRRIGATED (RED) AND IRRIGATED (GREEN) AREAS FOR PARTS 1, 2, 3 & 4 - This is what contract will be written for, unless additional areas are selected)

\$ <u>226,615.00</u>/Yr

THIRD ANNUAL RENEWAL

\$ <u>226,615.00</u> /Yr*

*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

| A. | Mowers w/operator | \$ <u>40.00</u> | Hour |
|----|---------------------------------------|------------------|---------|
| В. | Bush-Hog w/operator | \$ <u>125.00</u> | Hour |
| C. | Tractor w/operator | \$ <u>150.00</u> | Hour |
| D. | Supervisor with Transportation | \$ <u>55.00</u> | Hour |
| E. | Laborer with hand equipment | \$ <u>35.00</u> | Hour |
| F. | Truck w/driver | \$ <u>45.00</u> | Hour |
| G. | Irrigation Tech | \$ <u>65.00</u> | Hour |
| Н. | Granular Pesticide Applicator | | |
| | Person with Drop Spreader | \$ <u>35.00</u> | Hour |
| I. | Liquid Pesticide Applicator | | |
| | Person with Spray Truck | \$ <u>40.00</u> | Hour |
| J. | Granular Fertilizer Applicator | | |
| | Person with Drop Applicator | \$ <u>35.00</u> | Hour |
| К. | Liquid Fertilizer Applicator | | |
| | Person with Spray Truck | \$ <u>40.00</u> | Hour |
| L, | Granular Weed Control Applicator | | |
| | Person with Drop Applicator | \$ <u>35.00</u> | Hour |
| M. | Liquid Weed Control Applicator | | |
| | Person with Spray Truck | \$40.00 | Hour |
| N. | Laborer for Additional Trash Pick-Up | \$ <u>35.00</u> | Hour |
| Ο. | Lump Sum Mowing (1), entire community | \$ 4,000.00 | Per Mow |
| | | | |

 $^{^{\}rm 1}$ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

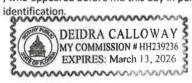
| Α. | Debris removal personnel unit costs: | | |
|----|--|--------------------|----------|
| | Laborer | \$_45.00 | per hour |
| | Driver | \$ <u>55.00</u> | per hour |
| | Manager | \$ <u>65.00</u> | per hour |
| В. | Debris removal equipment unit costs: | | |
| | Bucket Truck | \$_175.00 | per hour |
| | Grapple Truck | \$ <u>175.00</u> | per hour |
| | Front End Loader | \$_200.00 | per hour |
| C. | Other emergency/disaster related unit costs: | | |
| | Debris Disposal | \$_300.00-\$350.00 | perton |
| | | \$ | per hour |
| | | \$ | per hour |

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of <u>Landscape Maintenance Professionals</u>, <u>Inc.</u>("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

| Dated this <u>8th</u> | _day of <u>August</u> | , 2022. | 5 | OIST |
|---|---------------------------------|--------------------------|------------------|------------|
| | X | andscape Maintenance Per | assic A | sionals |
| | By: Dem Title: <u>Vice P</u> | President | | * |
| STATE OF <u>FLORIDA</u> COUNTY OF <u>PASCO</u> | | | nonde Incorporat | ed 1999 MU |

The foregoing instrument was acknowledged before me by means of **D** physical presence or **D** online notarization, this <u>8th</u>______day of <u>August</u>, 2022, by Scott A. Carlson, as <u>Vice President</u> of <u>Landscape Maintenance Professionals</u>, Inc., , who appeared before me this day in person, and who is either <u>personally known to me</u>, or produced _______as



(NOTARY SEAL)

NOTARY PUBLIC ST OF Name: (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

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

- 1. This sworn statement is submitted to Silverado Community Development District.
- 2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of <u>Vice President</u> for <u>Landscape Maintenance Professionals</u>, <u>Inc</u>. ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is Landscape Maintenance Professionals, Inc.

<u>PO Box 267</u> Seffner, FL 33583

4. Proposer's Federal Employer Identification Number (FEIN) is 59-3613665

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)

- 5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal 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.
- 6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or,
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal 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.
- 9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

X 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, AND (please indicate which additional statement applies):

______There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

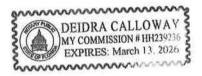
Dated this <u>8th</u> day of August, 2022.

Prop andscape Maintenance Professionals, Inc. Bv: Title: Vice President

STATE OF Florida COUNTY OF Pasco



The foregoing instrument was acknowledged before me by means of (x) <u>physical presence</u> or () online notarization, this <u>8th</u> day of August, 2022, by <u>Scott A. Carlson</u> as <u>Vice President</u> of Landscape Maintenance Professionals, Inc. , who appeared before me this day in person, and who is either <u>personally known to me</u>, or produced ______as identification.



(NOTARY SEAL)

NOTARY PUBLIC, STATE OF Horida

Name: (Name of Notary Public, Printed, Stamped or Typed Commissioned)

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

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

- 1. This sworn statement is submitted to Silverado Community Development District ("District").
- 2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of <u>Vice President</u> for <u>Landscape Maintenance Professionals</u>, <u>Inc.</u> ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is <u>Landscape Maintenance Professionals, Inc.</u> <u>PO Box 267</u> Seffner, FL 33583
- 4. Proposer's Federal Employer Identification Number (FEIN) is 59-3613665

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)

- 5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
- 6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

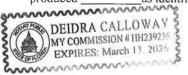
Dated this <u>8th</u> day of August, 2022.

andscape Maintenance Professionals, Inc. Prop By: Title: Vice Presiden

STATE OF Florida COUNTY OF Pasco



The foregoing instrument was acknowledged before me by means of (x) <u>physical presence</u> or () online notarization, this <u>8th</u> day of August, 2022, by <u>Scott A. Carlson</u> as <u>Vice President</u> of Landscape Maintenance Professionals, Inc., who appeared before me this day in person, and who is either <u>personally known to me</u>, or produced ______as identification.



(NOTARY SEAL)

NOTARY PUBLIC, STATE OF Florida

Name:

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

12CII

Landscape Maintenance Services Proposal Prepared For

Silverado CDD

August 2022



Your Investment



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

| KNOW ALL MEN BY THESE PRESENTS, THAT WE | Yellowstone Landscape |
|---|-----------------------|
|---|-----------------------|

3235 North State Street, Bunnell, FL 32110

as Principal, hereinafter called the Principal, and United States Fire Insurance Company

305 Madison Avenue, Morristown, NJ 07960

a corporation duly organized under the laws of the State of

as Surety, hereinafter called the Surety, are held and firmly bound unto SILVERADO COMMUNITY DEVELOPMENT

DISTRICT

as Obligee, hereinafter called the Obligee, in the sum of Twenty Five Thousand Dollars and 00/100

Dollars (\$ \$25,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DE

2300 Glades Road, Suite 410W, Boca Raton, FL 33431

WHEREAS, the Principal has submitted a bid for <u>Silverado Community Development District – Landscape & Irrigation</u>

Maintenance

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

| Signed and sealed this | 3rd | day of | June | , 2022 |
|---|-----------|--------|--|---------------------------------|
| | (Witness) | | Yellowstone Landscape (Principal) By: M JM | (Seal) BD Manager (Title) |
| Subt Sarah Belcastro | (Witness) | | United States Fire Insurance Com (Surety) By: Attomey-in-Fact Stephen A. Vann | |
| An ann an tha an tha ann an tha ann an tha ann an A | | | IA • FEBRUARY 1970 ED. • THE AMERIC N.Y. AVE., N.W., WASHINGTON, D.C. 20006 | |

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY **PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: Stephen A. Vann; Sarah C. Belcastro; Oana Dimulescu

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2021.

UNITED STATES FIRE INSURANCE COMPANY

ARK

Anthony R. Slimowicz, Executive Vice President

State of New Jersey} County of Morris }

On this 11th day of March 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

> SONIA SCALA NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES 3/25/2024 NO. 2163686

Sonia Scala, (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the3rd day JUNE of 20 22.

UNITED STATES FIRE INSURANCE COMPANY

Enel Susanan

Daniel Sussman, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact Pat Taber at 860-956-3424 or email: SuretyInquiries@amyntagroup.com

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida COUNTY OF Pasco

Before me, the undersigned authority, appeared the affiant, <u>Jon Souers</u>, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ^{Business Develompment Manager} for <u>Yellowstone Landscape</u> ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Silverado Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: 1, 2, 3, 4, 5, 6, 7, 8.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (i.e., by no later than May 12 at 5:00 PM (EST)), the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this $\frac{2/fh}{day}$ of AUgust, 2022. Proposed Yellow Stone Lundscape By: Manugu Title: Manugu STATE OF Flow COUNTY OF Pasco this <u>day of August</u>, 2022, by <u>Jon Sources</u>, as <u>Business Dyrelyner</u> of <u>ellewstance</u> <u>Landscape</u>, who appeared before me this day in person, and who is either personally known to me, or produced _______as identification. NOTARY PUBLIC, STATE OF Florid Name: Anna Miller (NOTABY ANNA MILLER Name of Notary Public, Printed, Stamped or Typed as Commission # GG 912685 Commissioned) Expires January 12, 2024 Bonded Thru Troy Fain Insurance 800-385-7019

PROPOSAL FORM PART I – GENERAL INFORMATION

| • | Proposer General Information: | | |
|---|---|--------|------------------------------------|
| | Proposer NameYellowstone Landsca | ape | |
| | Proposer General Information: Proposer Name Yellowstone Landscape Street Address 30319 Commerce Dr. P. O. Box (if any) City San Antonio State FL Telephone 813-223-6999 Fax r 1st Contact Name Jon Souers 2nd Contact Name Brian Mahar Parent Company Name (if any) N/A Street Address P. O. Box (if any) Street Address Fax r Street Address Fax r Fax r Parent Company Name (if any) N/A Street Address P. O. Box (if any) City State Telephone Fax r | r. | |
| | P. O. Box (if any) | | |
| | City <u>San Antonio</u> State | FL | Zip Code33576 |
| | Telephone 813-223-6999 | Fax no | |
| | 1st Contact Name Jon Souers | | Title Business Development Manager |
| | 2nd Contact Name Brian Mahar | | Title Branch Manager |
| | Parent Company Name (if any) $_$ N/A | L | |
| | Street Address | | |
| | P. O. Box (if any) | | |
| | City State | | Zip Code |
| | Telephone | Fax no | |
| | 1st Contact Name | | Title |
| | 2nd Contact Name | | Title |

• Company Standing:

| | Proposer's Corporate Form: (e.g., individual, corporati | | ship, limited liability co | mpany, etc.) |
|---|---|--|-----------------------------|--------------|
| | In what State was the Proposer of | rganized? | Florida | _ Date |
| | Is the Proposer in good standing v | with that Sta | nte? Yes \underline{X} No | |
| | If no, please explain_ | | | |
| | | | | |
| | | | | |
| | Is the Proposer registered with th do business in Florida? Yes X N | 0 | orida, Division of Corpo | |
| | | | | |
| | | | | |
| • | What are the Proposer's current i | nsurance lin | nits? | |
| | Automobile Liability \$ | 1,000,000 2,000,000 10,000,000 4-1-2023 | | |

• *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Please See Attached

PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

• *List the location of the Proposer's office, which would perform work for the District.*

| Street Address | 30319 Commerce Dr. | | |
|-------------------------|--------------------|---------|------------------------------------|
| P. O. Box (if any) | | | |
| City <u>San Antonio</u> | oStateFL | | Zip Code33576 |
| Telephone 813 | 8-223-6999 | _Fax no | |
| 1st Contact Name | Jon Souers | | Title Business Development Manager |
| 2nd Contact Name | Brian Mahar | | Title Branch Manager |

• Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:

| 2 | Supervisors, who will be onsite <u>2</u> days per week; |
|---|---|
| 3 | Technical personnel, who will be onsite 3 days per <u>month</u> ; and |
| 7 | Laborers, who will be onsite $_1$ days per week. |

- Officers and Supervisory Personnel Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.
- Technical Personnel Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes <u>X</u> No <u>If</u> yes, please provide the following information for each person (attach additional sheets if necessary):

Name: ____ Kevin Oliva

Position / Certifications: Horticulture Manager

Duties / Responsibilities: Manage & Oversee Community Horticulture & Agronomy

% of Time to Be Dedicated to This Project: <u>15</u>%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: <u>K-Bar II CDD</u>

Contact: Betty Valenti Contact Phone: 813-393-1314

Project Type/Description: CDD

| Duties / Responsibilities: Manage & Oversee Community Horticulture & Agronomy |
|---|
| Dollar Amount of Contract: \$400,000.00 + |
| Proposer's Scope of Services for Project: |
| Full service landscape maintenance to include, mowing, trimming, irrigation & fert/chem. |
| |
| |
| Dates Serviced: April 2018 to Present |
| Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes No \underline{X} For each subcontractor, please provide the following information (attach additional sheets if necessary): |
| Subcontractor Name |
| Street Address |
| P. O. Box (if any) |
| City State Zip Code |
| TelephoneFax noFax no |
| 1st Contact Name Title |
| 2nd Contact Name Title |
| Proposed Duties / Responsibilities: |
| |
| Please describe the subcontractor's role in other projects on behalf of the Proposer: |
| Project Name/Location: |
| Contact: Contact Phone: |
| Project Type/Description: |
| Dollar Amount of Contract: |
| Proposer's Scope of Services for Project: |
| |
| |
| |

•

Dates Serviced:

• Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law: Yellowstone is an equal opportunity employer who takes great pride in its most valuable

assets, it's people. Yellowstone Landscape performs pre-employment drug screening and

background checks

• Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.

OFFICERS

PROPOSER: _____Yellowstone Landscape

DATE: 8-4-22

| Provide the following information for key officers of the Proposer and parent co | mpany, if any. |
|--|----------------|
| | |

| NAME | POSITION OR TITLE | RESPONSIBILITIES | INDIVIDUAL'S RESIDENCE CITY, STATE |
|------------------------------------|----------------------------|------------------------------|---------------------------------------|
| Tim Portland | CEO | Corporate Management | Charlotte, NC |
| Elise Johnson | VP of Human Resources | Oversee Company HR | St. Augustine, FL |
| Jim Herth | VP of Business Development | Oversee Business Development | St. Augustine, FL |
| | | | |
| | | | |
| | | | |
| FOR PARENT COMPANY (if applicable) | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Yellowstone Landscape

DATE: 8-4-2022

| INDIVIDUAL'S NAME | PRESENT TITLE | JOB RESPONSIBILITIES | OFFICE LOCATION | % OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK | YEARS OF EXPERIENCE IN PRESENT POSITION | TOTAL YEARS OF RELATED EXPERIENCE |
|----------------------|-------------------------|----------------------------------|--------------------|--|--|---|
| Brian Mahar | Branch Manager | Oversee Branch & Operations | San Antonio, FL | 1/2 day a week | 2 | 13+ |
| Josh Hamilton | Account Manager | Oversee All Aspects of Community | San Antonio, FL | 1 day a week | 2 | 18+ |
| Kevin Oliva | Horticulture Manager | Oversee Fert/Pest Apps & Control | San Antonio, FL | 1/2 day a week | 13 | 25+ |
| Jon Souers | BD Manager | BD & Client Relations | San Antonio, FL | 1/2 day a week | 14 | 20+ |
| Josiah Ball | Irrigation Manager | Oversee Irrigation Systems | San Antonio, FL | 1/2 day a week | 5 | 15+ |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

COMPANY OWNED MAJOR EQUIPMENT TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: _____Yellowstone Landscape

DATE: 8-4-22

| QUANTITY | DESCRIPTION* | # OF PROJECTS DEDICATED TO | STORAGE AND WORK SITE LOCATIONS |
|----------|---------------------|----------------------------|------------------------------------|
| | Please See Attached | | North Tampa Branch |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
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| | | | |
| | | | |

| Make | Model | Description | Year |
|---------------------|--------------------|--|--------------|
| | | Tampa- Truck List | |
| Ford | F250 | Truck 4WD Irrigation Crew Cab | 2006 |
| Ford | F150 | Extended Cab Pickup | 2006 |
| Chevy | 2500HD | Crew Cab Pick-Up | 2009 |
| lsuzu | NPR | Dovetail Boxtruck | 2006 |
| Ford | F550 | Maintenance Dump Crew Cab | 2006 |
| Ford | F450 | Crew Cab Maintenance Dump Body | 2006 |
| Ford | F450 | Crew Cab Maintenance Dump Body | 2007 |
| Ford | F150 | Extended Cab Fert/Chem Truck | 2006 |
| lsuzu | NPR | Spray Rig Neelco | 2007 |
| Nissan | Frontier | Extended Cab | 2008 |
| Ford | F250 | Crew Cab Long Bed | 2008 |
| Ford | F450 | Crew Cab Maintenance Dump Body | 2009 |
| Isuzu | NPR | Crew Cab Open Landscape Body | 2012 |
| Isuzu | NPR | Crew Cab Open Landscape Body | 2012 |
| Ford | Transit XL | Cargo Irrigation Van Connect | 2012 |
| Isuzu | NPR HD | Fert/Chem Body | 2013 |
| Ford | F450 | Crew Cab Maintenance Dump Body | 2014 |
| Isuzu | NPR | | 2013 |
| Ford | F250 | Crew Cab Open Landscape Body | 2014 |
| | | Crew Cab Long Bed | |
| Isuzu | NPR | Spray Truck | 2008 |
| Nissan | I4 SV | Irrigation Van | 2015 |
| Nissan | I4 SV | Irrigation Van | 2015 |
| Nissan | I4 SV | Irrigation Van | 2015 |
| lsuzu | NPR | Crew Cab Landscape Dump | 2014 |
| Chevy | | Crew Cab 2WD | 2016 |
| lsuzu | NPR | Crew Cab Landscape Dump | 2016 |
| lsuzu | NPR | Crew Cab Landscape Dump | 2016 |
| Chevy | 3500 | Crew Cab Box Truck | 2017 |
| Chevy | 3500 | Crew Cab Landscape Dump | 2017 |
| Chevy | 3500 | Crew Cab Landscape Dump | 2018 |
| Chevy | 1500 | Silverado W/T Regular Cab, Longbed | 2018 |
| Chevy | 3500 | Crew Cab Landscape Dump | 2019 |
| Chevy | 3500 | Crew Cab Landscape Dump | 2019 |
| Chevy | 3500 | Crew Cab Landscape Dump | 2020 |
| Ford | Transit XL | Transit Van Crew Cab Landscape Dump | 2011 2020 |
| lsuzu Isuzu | MPR MPR | Crew Cab Landscape Dump | 2020 |
| Chevy | Colorado | Ext Cab Pick Up Trucks | 2020 |
| Chevy | Colorado | Pick Up Trucks | |
| Chevy | Van | Express 2500 | 2021 |
| Chevy | Van | Express 2500 | 2021 |
| Tampa- Trailer List | | | |
| Big Tex | Trailer Trailer | Landscape Dump Trailer 7*20 Landscape Trailer | 2016 |
| Big Tex | rraller | | 2016 |

| Big Tex | Trailer | 83*20 Landscape Trailer | 2015 |
|-----------|--------------|---|------|
| Big Tex | Trailer | 7*20 Landscape Trailer | 2014 |
| All Pro | Trailer | 7*20 Utility Trailer | 2006 |
| Loudo | Trailer | 7*20 Landscape Trailer | 2008 |
| Loudo | Trailer | 7*20 Landscape Trailer | 2008 |
| All Pro | Trailer | 7*20 Landscape Trailer | 2007 |
| All Pro | Trailer | 7*20 Landscape Trailer | 2007 |
| Gator Ta | Trailer | 7*20 Landscape Trailer | 2010 |
| All Pro | Trailer | 7*20 Utility Trailer | 2011 |
| Loudo | Trailer | 7*18 Landscape Trailer | 2007 |
| Imper | Trailer | Irrigation Trailer | 2006 |
| Big Tex | Trailer | 20' Tandem Axle Landscape Trailer | 2018 |
| Big Tex | Trailer | 12' Single Axle F/C Trailer | 2018 |
| Homema | Trailer | Water Buffalo | 2013 |
| U7X20G | Trailer | Triple Crown Heavy Duty 7 x 20 Tandem Utility | 2020 |
| U7X20G | | Triple Crown Heavy Duty 7 x 20 Tandem Utility | 2020 |
| U7X20G | | Triple Crown Heavy Duty 7 x 20 Tandem Utility | 2020 |
| Anderso | Trailer | 6 ton 7x20 ramp trailer | 2006 |
| | | MOWERS | |
| Exmark | VTS740EKC60 | Mower, Vantage X 60" Stand On | |
| Exmark | VTS691A5240 | Mower, Vintage 52" Stand On | |
| Exmark | VTS691CKA52 | Mower, Vintage 52" Stand On | |
| Exmark | LZ9749EXC72 | Mower, Lazer S 72" Rider | |
| Exmark | ECSKA21 | Mower, Kawasaki 21" | |
| Exmark | ECSKA21 | Mower, Kawasaki 21" | |
| Exmark | VTS54LKA369 | Mower, Exmark Vantage 36" Stand On | |
| Exmark | VTS691KN484 | Mower, Exmark Vantage 48" Stand On | |
| Exmark | VTS691KA484 | Mower, Exmark Vantage 48" Stand On | |
| Gravely | 992239 | Mower, Gravely 992239 72" Rider | |
| Gravely | 992239 | Mower, Gravely 992239 72" Rider | |
| Gravely | 992205 | Mower, Gravely 992205 52" Rider | |
| Gravely | 992205 | Mower, Gravely 992205 52" Rider | |
| Gravely | TTS600GKA48 | Mower, Gravely TTS600 48" Stand On | |
| Gravely | 992239 | Mower, Gravely Pro Turn 472 Rider | |
| Gravely | 992239 | Mower, Gravely Pro Turn 472 Rider | |
| Gravely | 992205 | Mower, Gravely Pro Turn 252 Rider | |
| Gravely | 992204 | Mower, Gravely Pro Turn 260 Rider | |
| Carry All | | Golf Cart, Carry All 2011 Turf 2 | |
| Carry All | | Golf Cart, Carry All 2011 Turf 2 | |
| Exmark | TTX650EKCE5 | Mower, Exmark TTX650EKCE524 52" Stand On | |
| Exmark | TTX650EKCE5 | Mower, Exmark TTX650EKCE524 52" Stand On | |
| | | | |
| Gravely | 921032 | Mower, Gravely Pro Turn 52" Rider | |
| Gravely | 992205 | Mower, Gravely Pro Turn 60" Rider | |
| Toro | Workman 320 | Mower, Toro Workman 071212230000600 | |
| Snapper | Turf Cruiser | Utility Cart, Snapper | |
| | | | |

| CormeAll | | Litility Cost Corruph (C) | |
|-------------------|--------------|---|--|
| Carry All Toro | | Utility Cart, Carryall , (C) | |
| | 74923 | Mower, Toro 52" © Rider | |
| - | | Mower, Exmark 60" © Rider | |
| | | Mower, Exmark 60" (C) | |
| Exmark | | Mower, Exmark 72" Rear Discharge Rider | |
| Exmark | | Mower, Exmark 72" Rear Discharge Rider | |
| Exmark | | Mower, Exmark 72" Rear Discharge Rider | |
| Exmark | | Mower, Exmark 72" Rear Discharge Rider | |
| | | Mower, Exmark 72" Rear Discharge Rider | |
| Exmark | | Mower, Exmark 72" Rear Discharge Rider | |
| Gravely | 992213 | Gravely, Zero Turn 52" Rider | |
| Exmark | VTX740EKC60 | Exmark 60" Stand On | |
| Exmark | VTS541CRA36 | Exmark 36" Stand On | |
| Exmark | VTX740EKC60 | Exmark 60" Stand On | |
| Exmark | VTS541CKA36 | Exmark 36" Stand On | |
| Exmark | | Exmark 60" stand on | |
| Exmark | VTX730EKC52 | Exmark 52" Stand On | |
| Exmark | VTX651CKA48 | Exmark 48" Stand On | |
| Exmark | VTS541CKA36 | Exmark 36" Walk Behind | |
| Exmark | VTX730EKC52 | Exmark 52" Walk Behind | |
| Exmark | VTX740EKC60 | Exmark 60" Stand On | |
| Exmark | LZS749EKC72 | Exmark 72" Zero Turn Rider | |
| Exmark | | Exmark 72" Zero Turn Rider | |
| Gravely | 992213 | Gravely 52" Zero Turn Rider | |
| - | 947107 | 265cc Blower Commercial Hurricane Plus | |
| | 21" S-Series | Push Mower Commercial 21 S-Series | |
| Exmark | ECSKA21 | Mower, Kawasaki 21" Eng FJ180V | |
| Exmark | ECSKA21 | Mower, Kawasaki 21" Eng FJ180V | |
| Honda | D11303H | Billy Goat Debris Loader Eng GX390 | |
| Lesco | EA190V | Hopper Spreader Eng Subaru EA190V | |
| | WSR4819KAV | | |
| Exmark | | Exmark Mower | |
| Exmark | | Exmark Mower | |
| Exmark | Vantage | 60" Stand On Mower | |
| Kubota | F390 | 100 Inch Flex Deck Reverse Tractor | |
| | HBV X3BS | Ride on blower, 23 HP Vanguard | |
| Hurrican | | Stand On Power Blower | |
| | | Lazer S Series 72" | |
| Exmark | | Lazer S Series 72" | |
| Exmark | | Lazer S Series 72" | |
| Exmark | | Lazer S Series 72" | |
| Exmark | | Lazer S Series 72" | |
| Exmark | | Vantage S-Series 52" Ultracut with Kohler | |
| Exmark | | Vantage S-Series 32 Offacut with KOMer | |
| | | | |
| Exmark | | Vantage S-Series 36" Ultracut with KAW | |
| Exmark | | Spreader/sprayer EX27 | |
| Exmark | 222510C2R00 | Spreader/sprayer EX27 | |

| Exmark | SSS270CSB00 | Spreader/sprayer EX27 | |
|---------|--------------|--|--------|
| Cat | 262 | Skidsteer includes bucket and tree boom | 2011 |
| Toro | 4000D | Mower, Groundmaster 4000D | 4/1/17 |
| Exmark | LZS749AKC72 | Exmark 72" Zero Turn Rider | |
| Exmark | LZX921GKA72 | Exmark Laser Z X-ser 72" | |
| Exmark | LZX921GKA72 | Exmark Laser Z X-ser 72" | |
| Exmark | | Staris 36" Kaw Engine | |
| Exmark | STS730GKA60 | Staris S Series 60" | |
| Exmark | STS730GKA60 | Staris S Series 60" | |
| Exmark | STS730GKA60 | Staris S Series 60" | |
| Exmark | STS730GKA52 | Staris S Series 52" | |
| Exmark | STS730GKA52 | Staris S Series 52" | |
| Exmark | STS730GKA52 | Staris S Series 52" | |
| Gravely | 992265Pro-tu | Zero Turn Koehler EFI | |
| Exmark | LZS749AKC72 | Lazer Z series 72" Zero Turn | |
| Exmark | LZS749AKC72 | Lazer Z series 72" Zero Turn | |
| Exmark | LZS749AKC72 | Lazer Z series 72" Zero Turn | |
| Toro | 72504 | Toro 22 hp Kawasaki 48" Turbo Force Deck | 2021 |
| Toro | 72504 | Toro 22 hp Kawasaki 48" Turbo Force Deck | 2021 |
| Toro | 72505 | Toro 22 hp Kawasaki 52" Turbo Force Deck | 2021 |
| Toro | 72505 | Toro 22 hp Kawasaki 52" Turbo Force Deck | 2021 |
| Toro | 72509 | Toro 23.5 hp Kawasaki 60" Turbo Force Deck | 2021 |
| Toro | 72509 | Toro 23.5 hp Kawasaki 60" Turbo Force Deck | 2021 |
| | | | |
| | | | |
| | | | |
| | | | |

PROPOSAL FORM PART III – EXPERIENCE

Has the Proposer performed work for a community development district previously? Yes X No
 If yes, please provide the following information for each project (attach additional sheets if necessary):

Dates Serviced: April 2018 to Present

• List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

| 2021 = | \$400,000,000 |
|----------------|---------------|
| <u> 2020 =</u> | \$380,000,000 |
| <u> 2019 =</u> | \$320,000,000 |

• Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

| Project Name/Location: Longleaf CDD |
|---|
| Contact: Brian Howell Contact Phone: 813-873-7300 |
| Project Type/Description: CDD |
| Dollar Amount of Contract: \$251,000 |
| How was the project similar to this project? |
| Large master planned community and landscaping |
| |
| |
| Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed |
| control, thatch removal, irrigation, etc.): |
| Full service landscape maintenance to include, irrigaiton, fert/chem, mowing and trimming services |
| |
| |
| |
| List of equipment used on site: |
| |
| |
| List of subcontractors used:See Attached |
| |
| |
| Is this a current contract? Yes X No |
| Duration of contract: July 2016 to Present |

• (Information regarding similar projects – continued)

| Project Name/Location: K-Bar Ranch II CDD |
|---|
| Contact: Betty Valenti Contact Phone: 813-393-1314 |
| Project Type/Description:CDD |
| Dollar Amount of Contract: \$450,000 |
| How was the project similar to this project? |
| Large master planned community and landscaping |
| |
| Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed |
| control, thatch removal, irrigation, etc.): |
| Full service landscape maintenance to include, irrigaiton, fert/chem, mowing and trimming services |
| |
| List of equipment used on site: See Attached |
| List of subcontractors used:See Attached |
| |
| Is this a current contract? Yes \underline{X} No |
| Duration of contract: April 2018 to Current |

• (Information regarding similar projects – continued)

| Project Name/Location: Magnolia Park CDD |
|---|
| Contact: Christopher Cleveland Contact Phone: <u>321-263-0132 x. 729</u> |
| Project Type/Description:CDD |
| Dollar Amount of Contract: \$180,000 |
| How was the project similar to this project? |
| Large master planned community and landscaping |
| |
| |
| Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed |
| control, thatch removal, irrigation, etc.): |
| Full service landscape maintenance to include, irrigaiton, fert/chem, mowing and trimming services |
| |
| |
| |
| List of equipment used on site: See Attached |
| |
| |
| List of subcontractors used: See Attached |
| |
| |
| |
| Is this a current contract? Yes \underline{X} No |
| Duration of contract: June 2006 to Present |

• (Information regarding similar projects – continued)

| Project Name/Location: Park Place CDD |
|---|
| Contact: Brian Howell Contact Phone: 813-873-7300 |
| Project Type/Description:CDD |
| Dollar Amount of Contract: \$218,000 |
| How was the project similar to this project? |
| Large master planned community and landscaping |
| |
| |
| Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, week |
| control, thatch removal, irrigation, etc.): |
| Full service landscape maintenance to include, irrigaiton, fert/chem, mowing and trimming services |
| |
| |
| |
| List of equipment used on site: See Attached |
| |
| |
| List of subcontractors used: See Attached |
| |
| |
| |
| Is this a current contract? Yes \underline{X} No $$ |
| Duration of contract: February 2019 to Present |

Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No <u>X</u> For each such incident, please provide the following information (attach additional sheets as needed):

| Project Name/Location: | | |
|---------------------------|----------------|--|
| Contact: | Contact Phone: | |
| Project Type/Description: | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Dates Serviced: | | |
| Reason for Termination: | | |
| | | |
| | | |
| | | |

 Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ____ No X___

| proposing or contracting on any state, local, or federal contracts? Yes No \underline{X} If yes, please provide: |
|--|
| Please state whether or not the Proposer or any of its affiliates are presently barred or suspende proposing or contracting on any state, local, or federal contracts? Yes No \underline{X} If yes, please provide: |
| |
| The names of the entities |
| |
| The state(s) where barred or suspended |
| The period(s) of debarment or suspension |
| Also, please explain the basis for any bar or suspension: |
| |
| |

• List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.

None

• List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.

| None | | |
|------|--|--|
| | | |
| | | |
| | | |
| | | |

REVISED PROPOSAL FORM PART IV PRICING

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

<u>PART 1</u>

| ANNUAL TOTAL – GENERAL LANDSCAPE MAINTENANCE (ALL LABOR AND MATERIALS) | | | | | |
|--|---|--|----------------------|--------------------------|--|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) | |
| \$_163,992.00 | \$32,798.00 | \$ 81,996.00 | \$32,798.00 | \$_16,400.00 | |

Additional Services: These prices are informational only and NOT to be included in General Landscape Maintenance Cost above)

- Storm Cleanup \$_65__/hr

 $\frac{65.00}{\text{hour}}$ (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)

- Hand Watering
- 55 /hr for employee with hand-held hose
- \$_195_/hr for water truck/tanker

<u> PART 2</u>

| ANNUAL TOTAL – FERTILIZATION (ALL LABOR AND MATERIALS) | | | | | |
|--|---|--|----------------------|--------------------------|--|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) | |
| \$ <u>18,100.00</u> | \$3,900.00 | \$14,200.00 | \$0 | \$0 | |

(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

| | ST. AUGUSTINE (per specifications in Part 2) | | | | | |
|-----------|--|--------------------------------------|--|----------------------|--|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | | |
| February | 20-0-10 w/ Pre-M | 1 | 1150 | 1,900.00 | | |
| April | 21-0-0 | .5 | 650 | 1,900.00 | | |
| May | 24-2-11 | 1 | 1150 | 1,900.00 | | |
| July | 24-2-11 | 1 | 1150 | 1,900.00 | | |
| September | 24-2-11 | 1 | 1150 | 1,900.00 | | |
| November | 20-0-10 w/ Pre-M | 1 | 1150 | 1,900.00 | | |

| BAHIA (per specifications in Part 2) | | | | | |
|--------------------------------------|------------------|--------------------------------------|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| February | 20-0-10 w/ Pre-M | 1 | 625 | 975.00 | |
| April | 21-0-0 | .5 | 350 | 975.00 | |
| June | 24-2-11 | 1 | 625 | 975.00 | |
| October | 20-0-10 w/ Pre-M | 1 | 625 | 975.00 | |

| | ZOYSIA (per specifications in Part 2) | | | | | | |
|-------|---------------------------------------|--------------------------------------|--|-------------------------|--|--|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| CELEBRATION BERMUDA (per specifications in Part 2) | | | | | |
|--|---------|--------------------------------------|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| | | | | | |
| | | | | | |
| | | | | | |

| | ORNAMENTALS (per specifications in Part 2) | | | | | |
|---------|--|--------------------------------------|--|-------------------------|--|--|
| MONTH | FORMULA | APPLICATION RATE (LBS. N/1000 SF) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | | |
| March | 8-0-10 | 1 | 400 | 500.00 | | |
| June | 8-0-10 | 1 | 400 | 500.00 | | |
| October | 8-0-10 | 1 | 400 | 500.00 | | |

| PALMS (per specifications in Part 2) | | | | | |
|--------------------------------------|----------|---|--|-------------------------|--|
| MONTH | FORMULA | APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | |
| March | 8-2-12+4 | 3 | 183 | 325 | |
| June | 8-2-12+4 | 3 | 183 | 325 | |
| September | 8-2-12+4 | 3 | 183 | 325 | |
| November | 8-2-12+4 | 3 | 183 | 325 | |

Please list any additional fertilization for those plant materials requiring specialized applications.

| | SPECIALTY PLANT MATERIALS | | | | | | |
|-------|---------------------------|--|--|-------------------------|--|--|--|
| MONTH | FORMULA | PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, Knockout Roses, etc.) | TOTAL POUNDS PRODUCT TO BE APPLIED | COST PER APPLICATION | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

| ANNUAL TOTAL – PEST CONTROL ALLOWANCE (ALL LABOR AND MATERIALS) | | | | | |
|---|---|--|----------------------|--------------------------|--|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) | |
| \$ 1,000.00 | \$0 | \$1,000.00 | \$0 | \$0 | |

(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed <u>the month after</u> services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ N/A /Yr (based on quantities below) (OTC injections per specs - <u>do not include in Grand Total</u>)

| Palm Type | Palm Qty | # of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.) | Cost per Individual Inoculation (One Cartridge) | Total Cost per Year (4x per year) | |
|-----------|----------|--|--|---|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $\frac{4,125.00}{7}$ / Yr

Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

<u>PART 4</u>

| | ANNUAL TOTAL – IRRIGATION SYSTEM MONITORING AND MAINTENANCE (ALL LABOR AND MATERIALS) | | | | | |
|-------------|--|---|--|----------------------|--------------------------|--|
| (All Areas) | | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) | |
| \$_\$ | 9,020.00 | \$0 | \$9,020.00 | \$0 | \$ | |

Freeze Protection (description of ability)

Yellowstone Landscape will cover and uncover freeze susceptible plants at the direction of the district. The district is to supply frost cloth.

\$_65.00/hour (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate $\frac{150.00}{\text{/hr.}}$ (i.e. broken mainlines, pump & wells, etc.)

Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.

<u> PART 5</u>

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

And

| ANNUAL TOTAL – INSTALLATION OF GRADE "A" MEDIUM PINE STRAW (ALL LABOR AND MATERIALS) | | | | | |
|---|---|--|--|-----|--|
| Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks Upland Are (Pink) (Orange) | | |
| \$7,740.00 | \$0 | \$ | \$0 | \$0 | |

*(This is the total cost if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

<u> PART 6</u>

| ANNUAL TOTAL – INSTALLATION OF ANNUALS (ALL LABOR AND MATERIALS) | | | | | | |
|--|----------------------|--|--|----------------------|--------------------------|--|
| | Total (All Areas) | Unirrigated Landscape Areas (Red) | Irrigated Landscape Areas (Dark Green) | Pond Banks (Pink) | Upland Areas (Orange) | |
| # of pots needed | <u>150</u> pots | pots | <u>150</u> pots | 0_ pots | pots | |
| Unit Price | \$_2.25 | \$ | \$ 2.25 | \$ | \$ | |
| Price per Rotation | \$_337.50 | \$ | \$_337.50 | \$ | \$ | |
| Annual Total (assume 4x per year) | \$ <u>1,350.00</u> | \$ <u>0</u> | \$ | \$ <u>0</u> | \$ | |

Contractor shall install annuals four (4) times per year **per specs** at the direction of the District. **(Do not include in Grand Total)**

The District reserves the right to subcontract any annual installation to an outside vendor.

BASE BID GRAND TOTAL (SUM OF TOTALS FOR UNIRRIGATED (RED) AND IRRIGATED (GREEN) AREAS FOR PARTS 1, 2, 3 & 4 - This is what contract will be written for, unless additional areas are selected)

\$ 192,112.00 /Yr

| FIRST ANNUAL RENEWAL | \$ | 192,112.00 | /Yr* |
|-----------------------|-----|------------|------|
| SECOND ANNUAL RENEWAL | \$ | 192,112.00 | /Yr* |
| THIRD ANNUAL RENEWAL | \$_ | 192,112.00 | /Yr* |

*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

| Α. | Mowers w/operator | \$ 50 | Hour |
|----|--|-------------|---------|
| В. | Bush-Hog w/operator | \$ 85 | Hour |
| C. | Tractor w/operator | \$ 85 | Hour |
| D. | Supervisor with Transportation | \$ 55 | Hour |
| E. | Laborer with hand equipment | \$ 50 | Hour |
| F. | Truck w/driver | \$ 50 | Hour |
| G. | Irrigation Tech | \$ 60 | Hour |
| Н. | Granular Pesticide Applicator | | |
| | Person with Drop Spreader | \$ 55 | Hour |
| I. | Liquid Pesticide Applicator | | |
| | Person with Spray Truck | \$ 55 | Hour |
| J. | Granular Fertilizer Applicator | | |
| | Person with Drop Applicator | \$ 55 | Hour |
| К. | Liquid Fertilizer Applicator | | |
| | Person with Spray Truck | \$ 55 | Hour |
| L. | Granular Weed Control Applicator | | |
| | Person with Drop Applicator | \$ 55 | Hour |
| М. | Liquid Weed Control Applicator | | |
| | Person with Spray Truck | \$ 55 | Hour |
| N. | Laborer for Additional Trash Pick-Up | \$ 45 | Hour |
| 0. | Lump Sum Mowing (¹), entire community | \$ 3,600 | Per Mow |

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

| Α. | Debris removal personnel unit costs: | | | | | |
|------|--|---------------|-----|--|--|--|
| | Laborer Hour | \$50 | per | | | |
| | Foreman Hour | \$ <u>55</u> | per | | | |
| | Supervisor Hour | \$ <u>75</u> | per | | | |
| В. | Debris removal equipment unit costs: | | | | | |
| | Loader & Operator Hour | \$ <u>105</u> | per | | | |
| | Truck & Driver Hour | \$ <u>75</u> | per | | | |
| | Hour | \$ | per | | | |
| C. | Other emergency/disaster related unit costs: | | | | | |
| Hour | Debris disposal based | \$ | per | | | |
| | on volume & truck Hour | \$ | per | | | |
| | size Hour | \$ | per | | | |

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of <u>Verious Fore</u> ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

_____, 2022. Proposer. <u>/ VellowStone LandScape</u> By: <u>n</u> Title. Manager STATE OF Flori COUNTY OF Pasc The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this ______ of <u>Augus I</u>, 2022, by <u>Jan Sources</u> as <u>Business Developer</u> <u>low store</u> <u>Lands cape</u>, who appeared before me this day in person, and who is eit Jon Sours as Business Developer of ____, who appeared before me this day in person, and who is either personally known to me, or produced as identification. NOTARY PUBLIC, STATE OF Florida (NCLABS & EW sone used also you unt bebroe $M_{1}M$ ame: Anna Expires January 12, 2024 lame of Notary Public, Printed, Stamped or Typed as Commission # GG 912685 ommissioned) **ANNA MILLER**

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

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

- 1. This sworn statement is submitted to Silverado Community Development District.
- I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ^{Business Development Manager}/_{Manager} for <u>Yellowstone Landscape</u> ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is <u>30319 Commerce Dr. San Antonio, FL</u> 33576
- 4. Proposer's Federal Employer Identification Number (FEIN) is 20-20993503

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)

- 5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal 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.
- 6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or,
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal 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.
- 9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

 \underline{X} 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, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of August _____, 2022. Proposof Vellow Stone Lundscape By: Managy Title: Managy STATE OF Flor COUNTY OF Pasco this $2 \xrightarrow{/ \square}$ day of August, 2022, by $\boxed{] }$ as $\boxed{]$ as $\boxed{] }$ as $\boxed{]$ as $\boxed{] }$ as $\boxed{] }$ as $\boxed{]$ as $\boxed{]$ as $\boxed{] }$ as $\boxed{]$ as $\boxed{]$ as $\boxed{]$ as $\boxed{]$ as $\boxed{] }$ as $\boxed{]$ as $\boxed{]$ NOTARY PUBLIC, STATE OF Floring Name: Anna (NOTARY SEA Miller ANNA MILLER Name of Notary Public, Printed, Stamped or Typed as Commission # GG 912685 Commissioned)

Expires January 12, 2024

Bonded Thru Troy Fein Insurance 800-385-7019

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

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

- 1. This sworn statement is submitted to Silverado Community Development District ("District").
- I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of <u>Business Development Manager</u> for <u>Yellowstone Landscape</u> ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is _____ 30319 Commerce Dr. San Antonio, FL 33576
- 4. Proposer's Federal Employer Identification Number (FEIN) is <u>20-20993503</u>

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)

- 5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
- 6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of August _____, 2022. Proposof Vellow Stone Lundscape By: Managy Title: Managy STATE OF Flor COUNTY OF Pasco this $2 \xrightarrow{/ \square}$ day of August, 2022, by $\boxed{] }$ as $\boxed{]$ as $\boxed{] }$ as $\boxed{]$ as $\boxed{] }$ as $\boxed{] }$ as $\boxed{]$ as $\boxed{]$ as $\boxed{] }$ as $\boxed{]$ as $\boxed{]$ as $\boxed{]$ as $\boxed{]$ as $\boxed{] }$ as $\boxed{]$ as $\boxed{]$ NOTARY PUBLIC, STATE OF Floring Name: Anna (NOTARY SEA Miller ANNA MILLER Name of Notary Public, Printed, Stamped or Typed as Commission # GG 912685 Commissioned)

Expires January 12, 2024

Bonded Thru Troy Fein Insurance 800-385-7019



Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established over a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 3500 clients from 37 local branch operations facilities across 8 states in the South and Southwest. In 2019 Yellowstone's growth reached a level that made us the largest, privately-owned landscape service company in North America.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded \$427,000,000 in 2021. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of \$50 million, with bonding capacity up to \$40 million.

As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Bank Reference Information: Kyle Blummer Antares Capital, LP Chicago, IL 60661 P: 312-638-4042

Management & Supervisor Personnel





Our Leadership Team is committed to making Yellowstone Landscape the premier commercial landscape service company in the South and Southwest United States. We bring that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.



Tim Portland has served as *Chief Executive Officer* of Yellowstone Landscape since 2012. Prior to joining Yellowstone, Mr. Portland was the CEO of United Subcontractors, one of largest installers of insulation and other building products in the country. Over his ten year career at Scotts Miracle-Gro, he led several lines of Scotts' businesses. For five years before joining Scotts, Mr. Portland was a management consultant with McKinsey and Company. He has an MBA from the University of Virginia's Darden Business School, and an undergraduate degree from Dartmouth College.



Elise Johnson has been Yellowstone Landscape's *Vice President of Human Resources* since joining the company in 2010. She earned her bachelor's degree from Dickinson College, before completing a Master's Program at Rutgers, The State University of New Jersey. Before joining Yellowstone, Ms. Johnson held similar positions at investment firms in New York and New Jersey. As Vice President of Human Resources, Ms. Johnson and her staff's responsibilities include recruiting, employee retention, training, and compliance.



James Herth is Yellowstone Landscape's *Vice President of Business Development*, a position he accepted in 2014, after joining the company in 2011 as Branch Manager in the Jacksonville branch location. Mr. Herth is responsible for the growth and development of the company, overseeing the Business Development team. A twenty-year industry veteran, Mr. Herth is a licensed Arborist and holds a bachelor's degree from Siena Heights University.

Local Leadership Team



Your local Yellowstone Landscape Tampa service team is dedicated to serving all your landscape needs. We're proud to care for properties across the area. Here is a brief summary of the experience that selected members of our local leadership team bring to your property.



Brian Mahar, *Branch Manager*: 17 years' experience in Landscape Maintenance. I hold numerous certificates in fertilization and pesticides, including my BMP License. Prior to Yellowstone landscape I performed residential fertilization & pest control. Servicing and managing over two hundred properties. I have been with Yellowstone for 11 years and I enjoy providing landscape solutions and education to our clients.



Josiah Ball, *Irrigation Manager*: 17 years' experience in the Environmental and Landscaping Industry with the last 8 years focused on Irrigation. Previously managing irrigation for more than 200 properties in Austin, Texas, I transferred to the Tampa Branch of Yellowstone Landscape and have been with Yellowstone Landscape for 7 years. I enjoy taking pride in our properties and managing a great team of Irrigation Technicians to maintain a high level of turf and plant health for our properties.



Kevin Oliva, *Horticulture Manager*: 23 years' experience in Horticulture. Began in 1995 with responsibilities for outside lawn and ornamental applications, and inside GHP services. I received my state CPCO license in 2004, and served as operations manager with another local firm before joining Yellowstone Landscape in 2007. I develop and head our Tampa branch's horticulture department and volunteer as a landscape advisory committee member for the Hillsborough County UF-IFAS Extension center. My licenses include: Fl. State CPCO license, State BMP license, Urban fertilizer ID, OSHA Hazardous materials operation/level II certificate. I enjoy working outside, and I take pride in working within the horticulture field at Yellowstone.

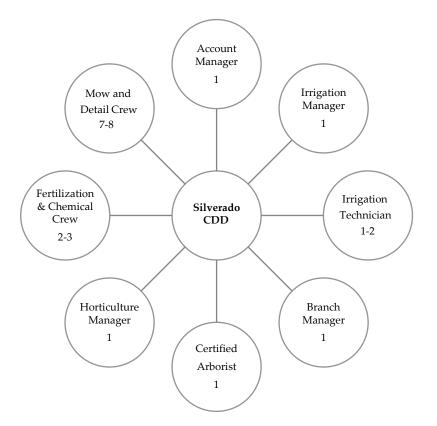


Josh Hamilton, Account Manager: I have 18 years' experience in the landscape industry. I started my career as a weed puller at the age of 19 and have worked my way up the ranks since then. I really enjoy the family friendly atmosphere at Yellowstone. Everyone really takes pride in their work and strives to do their best. There is a Famous Quote that really brings home what I strive for... "The secret of success is to do the common thing uncommonly well" - D. Rockefeller Jr.

Proposed Staffing







Account Manager:

The Account Manager represents the vital link between Yellowstone Landscape and your property. In that capacity, he arranges, schedules and directs daily delivery of services in accordance with the performance specifications for your property. The primary responsibilities outlined below are carried out in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Account Manager reports directly to the Branch Manager and works closely with support service managers (Fertilization & Spray, Irrigation) in fulfillment of his regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations Activities
- ✓ Client Relations and Service
- ✓ Budgeting and Cost Tracking
- ✓ Quality Control
- ✓ Safety
- ✓ Training
- ✓ Employee Evaluation and Development
- ✓ Sustainable Practices



Mow and Detail Crew:

The Mow and Detail Crew consists of a team of experienced landscape and maintenance professionals. Their focus will be on maintaining the property with our commercial equipment in accordance with the specifications of the contract. They will fulfill all of the obligations set forth and directed by the Account Manager. The mow and detail crew will be on site to meet those obligations each week.

Irrigation Technician:

The Irrigation Technician oversees all irrigation practices including timers, valves, sprayers and piping. Once per month (unless otherwise noted in the contract specifications), the Irrigation Technician will walk through each zone and assure all irrigation functions work properly. Small adjustments will be made in order to assure water conservation and proper watering techniques. Any major irrigation problems will be expressed and appropriated according to the process defined by Account Manager.

State Licensed Pesticide Contractor:

This contractor will treat each building with EPA approved pesticides in accordance with best management practices and will be over-seen/managed through our assigned Account Manager.

Certified Arborist:

We have a certified arborist on staff that will be utilized for special tree needs from large take downs to pruning, fertilization, and pest/disease control.

Branch Manager Oversight:

The Branch Manager is responsible for Yellowstone Landscape's landscape installation and management operations and personnel within the area. The primary responsibilities outlined below are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Branch Manager reports directly to the Regional Vice President, and works closely with Business Development Department, Purchasing Agents, other Division Managers, and Office Management in fulfillment of his/her regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations
- ✓ All Landscape Management Practices
- ✓ All Landscape Construction Practices
- ✓ Client Relations and Service
- ✓ Quality Control
- ✓ Safety
- ✓ Training



2022 Hurricane Plan

Yellowstone would like to inform you of our emergency Hurricane response plans for this year.

• PRE-HURRICANE PREP

- Several days before a hurricane is scheduled to hit our area, Yellowstone Landscape will make sure we have the proper equipment and supplies in inventory.
 - Chainsaws (chains, oil, fuel, PPE buckets)
 - Generators
 - Fuel (all trucks filled and onsite fueling tanks full)
 - Debris storage area emptied / cleaned
 - Tree stakes / Tree Straps / Binding materials
 - Place large machinery rentals on hold
 - Place dumpster rentals on hold
 - Small items / tools
- Reach out to other Yellowstone branches and establish a plan for support in the case of a major hurricane.
- Establish a plan of contact in the case that cell service is not available.
- Map out areas where debris can be piled until it can be hauled off site if necessary. This will also help expedite clearing of roadways.
- o Shut down irrigation pump stations.

• POST HURRICANE PLAN

- PHASE 1 ASSESSMENT
 - As soon as it is safe to be out on the road, we will dispatch assessment team to determine high priority areas and an initial plan of attack based on assessment.
 It is our goal to have your community back in order within

48 hours or sooner. Any debris blocking ingress and egress will be addressed immediately during this assessment time.

• PHASE 2 – INGRESS / EGRESS CLEAN-UP

Once the assessment of the property is complete, a crew will immediately be dispatched to your property. During this period of clean up, Yellowstone will trade Hurricane clean up services for the regularly scheduled maintenance services of the property. (If we encounter a low-grade hurricane, typically we are able to change out services with no additional charges) Once the dedicated onsite crew is able to resume their normal daily maintenance services, a fee structure will then take effect for any additional clean up.

Any additional help needed from the branch or surrounding branches will be on call based on severity of storm.

(Branches in Palm Beach, Port St Lucie, Orlando, Daytona, Bradenton, Bunnell, Jacksonville). The primarily focus will be on clearing roadways and eliminating any dangerous situations. At this point, only the necessary debris will be removed and/or taken to pre-approved on-site staging areas. The main goal here is to allow access to the property.

PHASE 3 – CLEAN-UP / DEBRIS REMOVAL

Phase 3 will focus on the continued clean-up of the common area property.
 Yellowstone will begin removing the debris and begin staking any trees during this phase of the clean-up. This phase will take the longest and will culminate with the removal of stumps, repairs to irrigation systems and dealing with any final aesthetic issues. A dedicated Hurricane Clean-up crew (size will be based on severity of storm) will be utilized onsite when normal maintenance crew resumes their contractual duties.

Subcontractors





813.223.6999 tel 813.279.6263 fax

www.yellowstonelandscape.com

Subcontractors

Bloom Masters 2801 W. Lake Mary Blvd. Lake Mary, FL 32746 407-323-6188

> EZ Mulch PO Box 10707 Tampa, FL 33679 813-242-0300

Blue Line Tree Company 34547 Missionary Rd. Dade City, FL 34208 813-600-0557

> Ramco 6151 Lake Osprey Dr. #300 Sarasota, FL 34240 941-650-6688

Experience



Reference Listing

Project Name Contact Information Longleaf Brian Howell 813.873.7300 \$251,000 July 2016 to Present



Project Name Contact Information

K-Bar Ranch II

Betty Valenti 813.393.1314 \$450,000 April 2018 to Present

Project Name Contact Information

Lakeshore Ranch

John Rose 717.344.1319 \$165,000 November 2017 to Present

Project Name Contact Information Magnolia Park Christopher Cleveland 321.263.0132 x. 729 \$180,000 June 2008 to Present

Project Name Contact Information

Park Place

Brian Howell 813.873.7300 \$218,000 February 2019 to Present

Insurance



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|--|--------|-------|--------------------------------|--|--|--|---|-------------------|-----------------------|--|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. | | | | | | | | | | |
| IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). | | | | | | | | | | |
| PRODUCER Legiter Companies | | | | | | | | | | |
| 3280 Peachtree Road NE, Suite Atlanta GA 30305 | e #250 |) | | NAME: FAX PHONE FAX (A/C, No, Ext): (A/C, No): E-MAIL (A/C, No): ADDRESS: (A/C, No): | | | | | | |
| (404) 460-3600 | | | | INSURER(S) AFFORDING COVERAGE NAIC # | | | | | | |
| INSURED Yellowstone Landscape, Inc. and all Subsidiaries | | | | | INSURER A : Safety National Casualty Corporation15105INSURER B : ACE Property & Casualty Insurance Co20699 | | | | | |
| 1472881 See Attached List 3235 N State Street | | | | INSURE | | | | | | |
| P.O. Box 849 | | | | INSURE | | | | | | |
| Bunnell FL 32110 | | | | INSURE | | | | | | |
| COVERAGES Main NI COI's CE | RTIFI | CATE | ENUMBER: 1841571 | | | | REVISION NUMBER: | XX | XXXXX | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | | | |
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| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | | | | | E.L. EACH ACCIDENT | | 00,000 | |
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| CERTIFICATE HOLDER CANCELLATION See Attachments | | | | | | | | | | |
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| Evidence of Coverage | | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | |
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About Us





Yellowstone Landscape serves our clients from local branch locations across the South, Southwest, and Midwest United States.

Our talented Landscape Professionals are experts in their local areas, delivering excellence in commercial landscape maintenance, installations and enhancements, tree care, and snow & ice services.

These local operating teams are supported by the collective strength of a **national leader in commercial landscaping services**. And we empower our local leadership to make decisions in the best interest of our clients and their properties. No excuses, no calling headquarters for approval, no corporate red tape. Just do what's right.

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the **trusted commercial landscaping partner** of choice to our valued clients across the country.

Building Lasting Partnerships





Yellowstone Landscape has developed a reputation for creating and maintaining award-winning landscape environments for some of the country's most recognized brands.

But the work is only part of the reason that clients choose to partner with us.

Because of our proactive approach, flexible scheduling to accommodate special events, and a relentless focus on communication, our clients choose continue their partnerships with us, year after year.

Our focus on building lasting relationships with the clients we serve, has led to many partnerships that have been established and grown over time. In fact many of these partnerships now span more than a decade of successful service. We believe that our high-quality landscapes, coupled with superior customer service are why clients look to us for all their landscape needs.

Yellowstone clients know that effectively managing their property's landscape is a lifetime commitment that requires careful coordination of services. That's why our approach to managing your property's landscape investment includes regular maintenance services, paired with detailed fertilization and pest management plans, to keep your property looking its best, while preserving the long-term health of your landscape.

Yellowstone Landscape is honored to serve each of our clients' properties and we look forward to **continuing our tradition of award-winning service as we build new relationships** with clients across the United States.

Proud to Serve Tampa





Excellence in Commercial Landscaping for Your Tampa Area Properties

Yellowstone Landscape is proud to serve Tampa's commercial landscaping needs from our local branch location. With **more than 100 local employees**, we're one of the leading commercial landscape service firms in Tampa and the surrounding areas.

We offer landscape design, landscape installation, and landscape maintenance services

to some of the area's most beautiful homeowner associations, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail centers.

Our service teams are ready to provide you with **Tampa's most professional and responsive commercial landscaping services**, always tailored to your needs and expectations.

Services for Homeowner Associations





Our comprehensive landscape services for Homeowner Associations are designed to **create beautiful and healthy environments** and enhance the quality of life your residents experience in their community.

Professional Landscape Maintenance of your entryways, common areas, streetscapes, and amenity areas is essential for **creating the right image for your community** and protecting the value of your residents' investments in their homes.

Caring for your community's landscape is likely to be among the largest expenses in your association's annual budget. With the help of the right landscape service partner, your community will see the value of their investment with every service visit and enjoy all the benefits a well maintained landscape can bring.

Key benefits of a professionally maintained landscape include:

- An Average Increase of 12% in the Value of Your Residents' Homes
- Creating a Sense of Pride in the Community
- Extended Lifespan of Your Community's Landscape Materials and Feature Areas
- Demonstrating Visible Results for Your Residents' Investment in Professional Property Management Services

Landscape Maintenance





Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are **hundreds of details** that need to be coordinated for your landscape to looks its best. Assuring that none of those details are overlooked requires a professionally administered, **integrated Landscape Maintenance program**.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task. That's why we incorporate all the details of our landscape services into your Plan for SuccessTM.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to **solve problems while they're still called opportunities**. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with **all the information you need** about your landscape, **when you need it**.

Irrigation Installation & Management





There is **nothing more essential to the success of your landscape** than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require **special certification** to install and operate.

Our Irrigation Installation and Management Professionals are **experts in all major commercial irrigation systems**. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, **our Irrigation Teams are dedicated to protecting your valuable water resources.** Once installed, we always adhere to local ordinances governing water use and have implemented the principles of the leading industry groups. These guidelines govern how we design, install, and maintain your irrigation system.

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.

Tree Care Services





Your trees add beauty and value to your property. In the case of mature trees, they are **an absolutely irreplaceable asset**. Keep them healthy and protect your property with regular evaluations and treatments.

Yellowstone Landscape is a full service tree care company, specializing in Plant Health Care and Pruning in accordance with the highest industry standards. Our Tree Care teams are led by **certified Arborists**, educated and trained in all aspects of Arboriculture. We're dedicated to improving and protecting your trees and shrubs, utilizing the latest innovations in tree care science.

Our Tree Care services include:

- Pruning
- Cabling & Bracing
- Lightning Protection
- Fertilization
- Disease & Pest Management
- Tree Removal
- Tree Planting
- Stump Grinding
- Root Management

Landscape Design





You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create **photo renderings** so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.

Seasonal Color Installations





If you want to make a big impact and create dramatic curb appeal for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will "**bring the wow" to your entrances and feature areas** with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a **custom design proposal tailored to your preferences**, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the previous rotation's plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with **tighter spacing to create more vibrant color and instant impact.** As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants' watering requirements are being met.

Industry Recognition





Our clients' properties have earned dozens of National Landscape Awards of Excellence, the highest honor given in the professional landscape industry. They've been recognized as some of the most outstanding commercial landscaping projects in the country. Below is a partial listing of our award-winning projects:

Rockstar BMX Park; Houston, Texas; 2020 Old Palm; Palm Beach Gardens, Florida; 2019 The Peninsula; Charlotte, North Carolina; 2019 Emory Johns Creek Hospital; Atlanta, GA; 2019 Del Webb Lake Oconee; Greensboro, Georgia; 2018 Mesa Del Sol; Albuquerque, New Mexico; 2018 Hermann Park; Houston, Texas; 2017 Walton Riverwood; Atlanta, Georgia; 2017 Swan and Dolphin Resort; Orlando, Florida; 2016 Cane Island Amenity Village; Houston, Texas; 2016 Tradition; Port St Lucie, Florida; 2015 Rob Fleming Park; The Woodlands, Texas; 2014 AAA Headquarters; Orlando, Florida; 2013 Technology Park Atlanta; Atlanta, Georgia; 2013 Boeing 787 Facility; Charleston, South Carolina; 2012 Waldorf Astoria Resort; Orlando, Florida; 2012 Grand Haven; Palm Coast, Florida; 2011 Fleming Island Plantation; Jacksonville, Florida; 2000 Hammock Beach Resort; Palm Coast, Florida; 2008 Reunion Resort & Club; Orlando, Florida; 2007

Committed to Safety





Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a **safe, healthy work environment,** kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to **behave professionally and remain alert** to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

Our Fleet Vehicles and Equipment





Yellowstone Landscape takes great pride in the maintenance our fleet vehicles and the specialized service equipment and tools we use. Our branch locations employ dedicated mechanics, experienced in working with the equipment we use. Their sole responsibility to keep our fleet and equipment in good working order, many times working overnight to keep equipment in service during the day.

We know how important it is that our service teams have the tools they need to get their jobs done. That's why we strive to keep all our vehicles and equipment in good repair, appearance, and in sanitary clean condition at all times. All vehicles are appropriately registered and insured, clearly marked with our company identification, regularly inspected for safety and cleanliness, and only operated by licensed, approved drivers.

Our Company Owned Fleet Vehicle and Equipment Listing Includes:

- Over 800 Trucks, Vans and Utility Vehicles
- Wide Area Mowing Tractors
- Tree Care Trucks with Trailer Chippers
- Assorted Heavy Duty Caterpillar Equipment
- Motorized Work Carts
- Open Bed and Enclosed Trailers
- Motorized Edgers and Trimmers

Environmental Stewardship





As a leader in the landscaping industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination of targeted management tools rather than broad blanket applications to create an environment free from pests and disease.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation

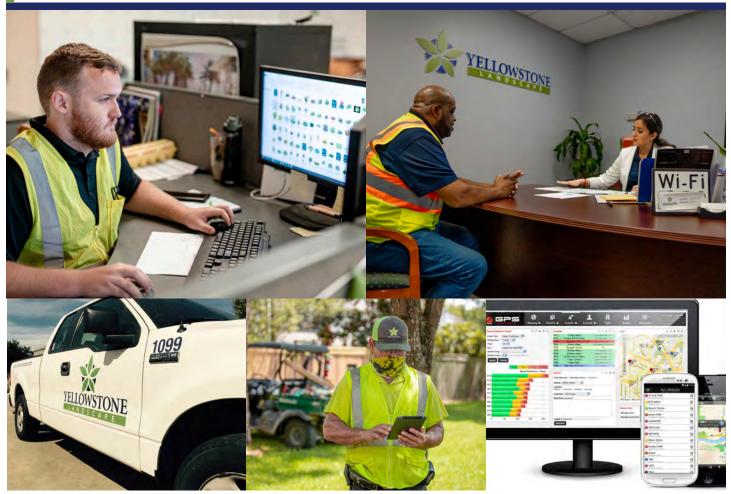
and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment. Our firm's EFI equipment purchases over the past 6 years have dramatically reduced greenhouse gas emissions over previously used carbuerated models.

Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

Our Technology at Work for You





Technology in the landscape industry is rapidly evolving. Yellowstone Landscape is taking advantage of this innovation to improve our communication, tracking, and billing systems, allowing us to offer more efficient service visits and faster response times for our clients.

Over a decade ago, we began issuing **smart phones** to all our field service supervisors and technical specialists, but as new products have come to market, Yellowstone has continued to improve our technological capabilities.

All Yellowstone Landscape fleet vehicles are equipped with GPS tracking devices, enabling us to see where our vehicles are at any given time, and how long our service crews spend at each property. GPS tracking also enables our Safety teams to make sure our drivers are obeying speed limits and traffic laws.

In addition to field level improvements, Yellowstone continues to lead the industry with real time reporting on costs and labor utilization, enabling us to produce monthly service billings at **greater than 99% accuracy**. We even integrate with most major accounting systems, to help you automate your procurement system's payment processes.

We will remain technological leaders in our industry and as technology improves, so will we.

Licenses & Certifications



Licenses & Certifications







Florida

Department of Agriculture and Consumer Services Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF124606

KEVIN PAUL OLIVA

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn & Ornamental

practice of Pest Control and imposing penalties for violations.

in conformity with an Act of the Legislature of the State of Florida regulating the

have H.

Charles H. Bronson Commissioner of Agriculture

signature at Jallahassee, Florida on April 7, 2004 - Wall they

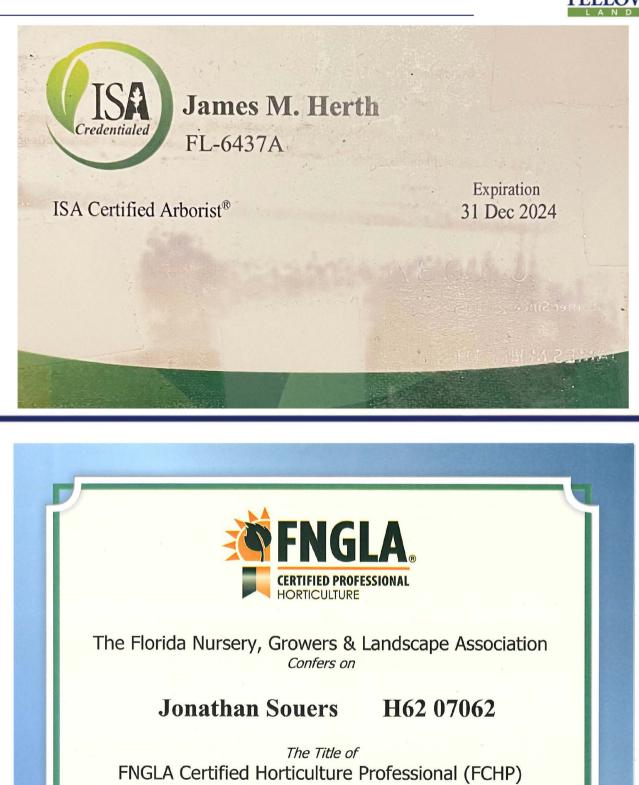
In Testimony Whereof, Witness this

Chief Bureau of Entomology and Post Control

DACS form 1780, Feb. 99

Licenses & Certifications





Expiration Date: 6/30/2022 Certified Since: 3/4/2010

Merry Mott, FNGLA Certification Director

Ed Bravo, FNGLA President

Our People. Your Partner.





At Yellowstone Landscape, we know that our people are what have made us the company we are today.

Our 1800 Full Time Landscape Professionals include industry veterans, many with more than 20 years of experience providing professional landscape services. We also recruit and hire some of the brightest young talent in the industry, recruited from the nation's finest colleges and university Horticulture and Agronomic programs.

We're proud that over 75% of our management staff hold advanced degrees and certifications related to their current position's responsibilities. Our training programs reach far beyond our industry's Best Practices. We conduct ongoing Safety Training for our crews, to guarantee that they're working safely for you. Members of our management staff receive formal Customer Service Training, teaching them how to understand your expectations and communicate with you effectively and professionally.

We're proud of our people. We want you to be proud of your landscape service partner.

SILVERADO COMMUNITY DEVELOPMENT DISTRICT



Silverado Community Development District

REQUEST FOR PROPOSALS

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

PROPOSAL EVALUATION FORM

RFP DUE: October 28, 2021

| | Personnel & | | Understanding | Financial | | Reasonableness | TOTAL |
|---|-------------|------------|---------------|------------|-----------|----------------|------------|
| Respondents | Equipment | Experience | Scope of RFP | Capability | Price | of ALL Numbers | POINTS |
| | 20 Points | 25 Points | 15 Points | 5 Points | 20 Points | 15 Points | 100 Points |
| Juniper Landscaping | | | | | | | |
| | | | | | | | |
| Landscape Maintenance Professionals, Inc. | | | | | | | |
| | | | | | | | |
| Yellowstone Landscape | | | | | | | |
| | | | | | | | |

Completed by: _______
Board Member's Signature

Date: _____

Printed Name of Board Member

SILVERADO COMMUNITY DEVELOPMENT DISTRICT



RESOLUTION 2023-03

A RESOLUTION OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Silverado Community Development District("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Zephyrhills, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District's Board shall be held during Fiscal Year 2022/2023 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file a schedule of the District's regular meetings annually with the City of Zephyrhills, Pasco County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 29th day of November, 2022.

Attest:

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Exhibit A

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545

| DATE | POTENTIAL DISCUSSION/FOCUS | TIME | | | | |
|--------------------------------|--|-----------|--|--|--|--|
| | | | | | | |
| October 28, 2022 | Regular Meeting | 10:00 AM | | | | |
| November 20, 2022 | Londourseur/ Masting 9 Decular Masting | 10:00 484 | | | | |
| November 29, 2022 | Landowners' Meeting & Regular Meeting | 10:00 AM | | | | |
| January, 2023 | Regular Meeting | : AM/PM | | | | |
| | | | | | | |
| February, 2023 | Regular Meeting | : AM/PM | | | | |
| March, 2023 | Regular Meeting | : AM/PM | | | | |
| A | De suley Maating | | | | | |
| April, 2023 | Regular Meeting | : AM/PM | | | | |
| May, 2023 | Regular Meeting | : AM/PM | | | | |
| June, 2023 | Regular Meeting | : AM/PM | | | | |
| July, 2023 | Regular Meeting | :AM/PM | | | | |
| August, 2023 | Public Hearing & Regular Meeting | :AM/PM | | | | |
| September, 2023 | Regular Meeting | :AM/PM | | | | |
| CALL-IN NUMBER: 1-888-354-0094 | | | | | | |
| PART | ICIPANT PASSCODE: 801 901 3513 | | | | | |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

SILVERADO COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED OCTOBER 31, 2022

SILVERADO COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS OCTOBER 31, 2022

| | (| General | Debt Service Fund Series | Debt Service Fund Series | Debt Service Fund Series | Debt Service Fund Series | Capital Projects Fund Series | Go | Total vernmental |
|---|-----|---------|-----------------------------------|-----------------------------------|-----------------------------------|---------------------------------------|---------------------------------------|----|---------------------|
| | | Fund | 2016A-1 | 2017A-1 | 2018A-1 | 2018A-2 | 2018A-1 | | Funds |
| ASSETS | | | | | | | | | |
| Cash | \$ | 209,322 | \$- | \$- | \$- | \$- | \$- | \$ | 209,322 |
| Investments | | | | | | | | | |
| Revenue | | - | 78,654 | 78,722 | 101,384 | 50,687 | - | | 309,447 |
| Reserve | | - | 55,420 | 53,325 | 72,075 | 252,637 | - | | 433,457 |
| Prepayment | | - | 460 | - | - | - | - | | 460 |
| On-roll assessments receivable | | 2,570 | 219 | 207 | - | - | - | | 2,996 |
| Off-roll assessments receivable | | - | 235 | 221 | 1,156 | 438 | - | | 2,050 |
| Due from Developer | | 1,375 | - | - | - | - | - | | 1,375 |
| Due from general fund | | - | - | - | - | - | 50,436 | | 50,436 |
| Utility deposit | | 2,881 | - | - | - | - | - | | 2,881 |
| Prepaid expense | | 17,569 | | | - | | | | 17,569 |
| Total assets | \$ | 233,717 | \$134,988 | \$132,475 | \$174,615 | \$303,762 | \$ 50,436 | \$ | 1,029,993 |
| LIABILITIES | | | | | | | | | |
| Liabilities: | | | | | | | | | |
| Accounts payable | \$ | 28,708 | \$- | \$- | \$- | \$- | \$- | \$ | 28,708 |
| Due to capital projects fund 2018 | | 50,436 | - | - | - | - | - | | 50,436 |
| Developer advance | | 10,372 | - | - | - | - | - | | 10,372 |
| Total liabilities | | 89,516 | - | - | - | - | - | | 89,516 |
| DEFERRED INFLOWS OF RESOURCES | 5 | | | | | | | | |
| Deferred receipts | | 1,375 | 235 | 221 | 598 | - | - | | 2,429 |
| Total deferred inflows of resources | | 1,375 | 235 | 221 | 598 | - | - | | 2,429 |
| FUND BALANCES | | | | | | | | | |
| Restricted for | | | | | | | | | |
| Debt service | | - | 134,753 | 132,254 | 174,017 | 303,762 | - | | 744,786 |
| Capital projects | | - | - | - | - | - | 50,436 | | 50,436 |
| Unassigned | | 142,826 | - | - | - | - | - | | 142,826 |
| Total fund balances | | 142,826 | 134,753 | 132,254 | 174,017 | 303,762 | 50,436 | | 938,048 |
| Total liabilities, deferred inflows of resource | ces | | · · · · | · | | · | | | · |
| and fund balances | \$ | 233,717 | \$134,988 | \$132,475 | \$174,615 | \$303,762 | \$ 50,436 | \$ | 1,029,993 |
| | | | | . <u> </u> | | · · · · · · · · · · · · · · · · · · · | | | |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED OCTOBER 31, 2022

| | Current Month | Year to Date | Budget | % of Budget |
|---------------------------------------|------------------|-----------------|-------------------|----------------|
| REVENUES | | • | * 7 04.050 | 00/ |
| General fund revenues | \$ - | \$ - | \$ 724,358 | 0% |
| Total revenues | | | 724,358 | 0% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| General administration | | | | |
| Supervisors' fees and FICA | - | - | 6,450 | 0% |
| Management consulting services | 4,000 | 4,000 | 48,000 | 8% |
| Field management | 417 | 417 | - | N/A |
| Dissemination agent | 250 | 250 | - | N/A |
| Printing & Binding | 42 | 42 | 500 | 8% |
| Telephone | 17 | 17 | 200 | 9% |
| Other current charges | - | - | 500 | 0% |
| Auditing services | - | - | 3,350 | 0% |
| Postage | - | - | 500 | 0% |
| Insurance | 5,988 | 5,988 | 7,900 | 76% |
| Regulatory and permit fees | 175 | 175 | 175 | 100% |
| Legal advertising | - | - | 1,500 | 0% |
| Engineering | - | - | 7,000 | 0% |
| Legal | - | - | 25,000 | 0% |
| Website hosting | - | - | 705 | 0% |
| ADA website compliance | - | - | 210 | 0% |
| Debt administration | | | | |
| Dissemination agent | - | - | 3,000 | 0% |
| DSF Accounting | - | - | 5,500 | 0% |
| Trustee fees | 4,256 | 4,256 | 16,080 | 26% |
| Arbitrage rebate calculation | - | - | 3,000 | 0% |
| Total professional & administrative | 15,145 | 15,145 | 129,570 | 12% |
| | | | | |
| Field operations | | | | |
| Physical environment expenditures | 0 500 | 0.500 | 00.000 | 40.1 |
| Streetpole lighting | 3,569 | 3,569 | 99,600 | 4% |
| Electricity (irrigation & pond pumps) | 219 | 219 | 3,600 | 6% |
| Water | 420 | 420 | - | N/A |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED OCTOBER 31, 2022

| | Current | Year to | | % of |
|--|-----------|------------|------------|-----------|
| | Month | Date | Budget | Budget |
| Landscaping maintenance | 17,469 | 17,469 | 243,470 | 7% |
| Landscape replenishment | 100 | 100 | 5,000 | 2% |
| Palms & tree trimming | - | - | 15,000 | 0% |
| Irrigation maintenance | - | - | 5,000 | 0% |
| Pond maintenance | 4,386 | 4,386 | 35,000 | 13% |
| Bush hog mowing | - | - | 6,000 | 0% |
| Fertilizer & mulch | - | - | 20,880 | 0% |
| Property insurance | 14,277 | 14,277 | 14,933 | 96% |
| Comprehensive field tech services | 1,200 | 1,200 | 14,400 | 8% |
| Field ops accounting | - | - | 5,000 | 0% |
| Pet waste removal | - | - | 2,100 | 0% |
| Wetland Maintenance | | | 8,200 | 0% |
| Amenity center | | | | |
| Pool service contract | 1,150 | 1,150 | 17,600 | 7% |
| Pool maintenance & repairs | 60 | 60 | 2,000 | 3% |
| Pool permit | - | - | 275 | 0% |
| Flood insurance | - | - | 2,800 | 0% |
| Cleaning & maintenance | 1,000 | 1,000 | 14,140 | 7% |
| Internet | 138 | 138 | 1,464 | 9% |
| Electricty | 848 | 848 | 10,620 | 8% |
| Water | - | - | 2,400 | 0% |
| Pest control | - | - | 1,440 | 0% |
| Camera monitoring | 189 | 189 | 3,600 | 5% |
| Refuse service | - | - | 1,000 | 0% |
| Landscape maintenance - infill | - | - | 5,000 | 0% |
| Miscellaneous repairs & maintenance | - | - | 10,000 | 0% |
| Total field operations | 45,025 | 45,025 | 550,522 | 8% |
| Other face & charges | | | | |
| Other fees & charges Property appraiser | | | 175 | 0% |
| Tax collector | - | - | 15,091 | 0% |
| Total other fees & charges | | | 15,266 | 0% |
| Total expenditures | 60,170 | 60,170 | 695,358 | 0 % 9% |
| Total expenditures | 00,170 | 00,170 | 095,358 | 970 |
| Excess/(deficiency) of revenues | | | | |
| over/(under) expenditures | (60,170) | (60,170) | 29,000 | |
| Fund balances - beginning | 202,996 | 202,996 | 182,585 | |
| Fund balances - ending | \$142,826 | \$ 142,826 | \$ 211,585 | |
| ŭ | | | | |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2016A-1 BONDS FOR THE PERIOD ENDED OCTOBER 31, 2022

| | | Current Month | | ar To ate | E | Budget | % of Budget |
|--|----|--------------------|----|------------------|----|--------------------|----------------|
| REVENUES Assessment levy | \$ | - | \$ | - | \$ | 57,784 | 0% |
| Interest | Ŷ | 232 | Ŷ | 232 | Ŷ | - | N/A |
| Total revenues | | 232 | | 232 | | 57,784 | 0% |
| EXPENDITURES Debt service | | | | | | | |
| Interest | | - | | - | | 42,660 | 0% |
| Principal | | - | | - | | 12,000 | 0% |
| Total debt service | | - | | - | | 54,660 | 0% |
| Other fees & charges | | | | | | | |
| Tax collector | | - | | - | | 1,204 | N/A |
| Total other fees and charges | | - | | - | | 1,204 | N/A |
| Total expenditures | | - | | - | | 55,864 | 0% |
| Excess/(deficiency) of revenues over/(under) expenditures | | 232 | | 232 | | 1,920 | |
| Fund balances - beginning Fund balances - ending | \$ | 134,521 134,753 | | 34,521 34,753 | \$ | 142,608 144,528 | |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2017A-1 BONDS FOR THE PERIOD ENDED OCTOBER 31, 2022

| | Current Month | | ar To ate | E | Budget | % of Budget |
|---------------------------------|------------------|-------|--------------|----|---------|----------------|
| REVENUES Assessment levy | \$ - | \$ | - | \$ | 54,460 | 0% |
| Interest | 228 | | 228 | | - | N/A |
| Total revenues | 228 | | 228 | | 54,460 | 0% |
| EXPENDITURES | | | | | | |
| Debt service | | | | | | |
| Interest | - | | - | | 37,800 | 0% |
| Principal | - | | - | | 10,000 | 0% |
| Total debt service | - | | | | 47,800 | 0% |
| Other fees & charges | | | | | | |
| Tax collector | - | | - | | 1,135 | N/A |
| Total other fees and charges | - | | - | | 1,135 | N/A |
| Total expenditures | - | | - | | 48,935 | 0% |
| Excess/(deficiency) of revenues | | | | | | |
| over/(under) expenditures | 228 | | 228 | | 5,525 | |
| Fund balances - beginning | 132,026 | 13 | 32,026 | | 131,174 | |
| Fund balances - ending | \$ 132,254 | \$ 13 | 32,254 | \$ | 136,699 | |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2018A-1 BONDS FOR THE PERIOD ENDED OCTOBER 31, 2022

| | | Current Month | | r To ate | | Budget | % of Budget |
|---------------------------------|----|------------------|------|-------------|----|-----------|----------------|
| REVENUES Assessment levy | \$ | _ | \$ | _ | \$ | 147,217 | 0% |
| Interest | Ψ | 299 | Ψ | 299 | Ψ | - 147,217 | 078 N/A |
| Total revenues | | 299 | | 299 | | 147,217 | 0% |
| | | | | | | , | • • • |
| EXPENDITURES | | | | | | | |
| Debt service | | | | | | | |
| Interest | | - | | - | | 105,275 | 0% |
| Principal | | - | | - | | 35,000 | 0% |
| Total debt service | | - | | - | | 140,275 | 0% |
| | | | | | | | |
| Other fees & charges | | | | | | 0.007 | |
| Tax collector | | - | | - | | 3,067 | N/A |
| Total other fees and charges | | - | | - | | 3,067 | N/A |
| Total expenditures | | - | | - | | 143,342 | 0% |
| Excess/(deficiency) of revenues | | | | | | | |
| over/(under) expenditures | | 299 | | 299 | | 3,875 | |
| Fund holonooo hoginning | | 170 710 | 17 | 2 740 | | 100 015 | |
| Fund balances - beginning | ¢ | 173,718 | - | 3,718 | \$ | 169,615 | |
| Fund balances - ending | Φ | 174,017 | φ 17 | 4,017 | Þ | 173,490 | |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2018A-2 BONDS FOR THE PERIOD ENDED OCTOBER 31, 2022

| | - | Current Month | | ar To ate | | Budget | % of Budget |
|--|----|--------------------|----|------------------|----|--------------------|----------------|
| REVENUES Assessment levy | \$ | - | \$ | _ | \$ | 115,623 | 0% |
| Interest | Ψ | 523 | Ψ | 523 | Ψ | - 110,020 | N/A |
| Total revenues | | 523 | | 523 | | 115,623 | 0% |
| EXPENDITURES Debt service | | | | | | | |
| Interest | | - | | - | | 86,900 | 0% |
| Principal | | - | | - | | 25,000 | 0% |
| Total debt service | | - | | - | | 111,900 | 0% |
| Other fees & charges | | | | | | 2 400 | N/A |
| Tax collector | | - | | - | | 2,409 2,409 | N/A N/A |
| Total other fees and charges Total expenditures | | - | | - | | 114,309 | 0% |
| Excess/(deficiency) of revenues over/(under) expenditures | | 523 | | 523 | | 1,314 | |
| Fund balances - beginning Fund balances - ending | \$ | 303,239 303,762 | |)3,239)3,762 | \$ | 301,759 303,073 | |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2018 A-1 BONDS FOR THE PERIOD ENDED OCTOBER 31, 2022

| | Current Month | Year To Date |
|--|---------------------|---------------------|
| REVENUES Total revenues | \$ - | \$ - - |
| EXPENDITURES Total expenditures | <u> </u> | <u> </u> |
| Excess/(deficiency) of revenues over/(under) expenditures | - | - |
| Fund balances - beginning Fund balances - ending | 50,436 \$ 50,436 | 50,436 \$ 50,436 |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

| 1 2 | SILVER | MINUTES OF MEETING SILVERADO COMMUNITY DEVELOPMENT DISTRICT | | | | | | |
|----------|---------------------------------|---|--|-----------------------------|--|--|--|--|
| 3 4 | The Board of Super | The Board of Supervisors of the Silverado Community Development District held | | | | | | |
| 5 | Multiple Public Hearings and | a Regular Meeti | ing on August 26, 2022 | at 10:00 a.m., at the New | | | | |
| 6 | River Amenity Center, 5227 A | - | | | | | | |
| 7 | | | | | | | | |
| 8 | Present were: | | | | | | | |
| 9 | | | | | | | | |
| 10 | Christian Cotter | | Chair | | | | | |
| 11 | Mary Moulton | | Vice Chair | | | | | |
| 12 | Andre Carmack | | Assistant Secreta | ry | | | | |
| 13 | | | | | | | | |
| 14 | Also present, were: | | | | | | | |
| 15 | | | | | | | | |
| 16 | Cindy Cerbone | | District Manager | | | | | |
| 17 | Jamie Sanchez | | | nd Associates LLC (WHA) | | | | |
| 18 | Andrew Kantarzhi | | | nd Associates LLC (WHA) | | | | |
| 19 | Meredith Hammock | | District Counsel | | | | | |
| 20 | Tonja Stewart | | District Engineer | | | | | |
| 21 | Tirria Williams | | Access Difference | | | | | |
| 22 23 | Chris Gullion Colette Fuller | | Access Difference Access Difference | | | | | |
| 25 24 | Francisco Alexander | | Resident/HOA Pro | | | | | |
| 25 | Scott Carlson | | | enance Professionals | | | | |
| 26 | Jon Souers | | Yellowstone Land | | | | | |
| 27 | Jon Jouers | | | Jeape | | | | |
| 28 | Also present, were re | sidents: | | | | | | |
| 29 30 | Mandana Rostamy | Linda Price | Jacob Schauff | Michael Ozorowsky | | | | |
| 30 31 | Elizabeth Simmons | Erik Beese | Namelda Allen | Julio Veguilla-Garcia | | | | |
| 32 | Kathy Thibodeau | Brian Allen | Maria Auclair | Roland Auclair | | | | |
| 33 | Peter Gambacorta | Anita Ford | Sonia Morales | Andriel Peraza-Smith | | | | |
| 34 | | | Soma morales | | | | | |
| 35 | | | | | | | | |
| 36 | FIRST ORDER OF BUSINESS | | Call to Order/Rol | l Call | | | | |
| 37 | | | | | | | | |
| 38 | Ms. Cerbone called th | e meeting to ord | er at 10:12 a.m. | | | | | |
| 39 | Ms. Cerbone stated sl | he administered | the Oath of Office to N | /Ir. Andre Carmack prior to | | | | |
| 40 | the meeting. | | | | | | | |
| 41 | Supervisors Cotter, M | loulton and Carn | nack were present. Sup | pervisors Vincent and Zook | | | | |
| 42 | were not present. | | | | | | | |
| 43 | | | | | | | | |

| | SILVER | RADO C | DD | DRAFT | August 26, 2022 |
|----------------------------|------------------|-----------|-----------------------------|--------------|---|
| 44 45 46 47 48 | SECON | ND ORD | ER OF BUSINESS | | Administration of Oath of Office to Supervisor Andre Carmack [Seat 4] (the following will be provided in a separate package) |
| 49 | А. | Guide | to Sunshine Amendment a | and Code | of Ethics for Public Officers and Employees |
| 50 | в. | Memb | ership, Obligations and Re | esponsibili | ties |
| 51 | C. | Financ | cial Disclosure Forms | | |
| 52 | | I. | Form 1: Statement of Fina | ancial Inte | rests |
| 53 | | н. | Form 1X: Amendment to | Form 1, Si | atement of Financial Interests |
| 54 | | III. | Form 1F: Final Statement | of Financ | al Interests |
| 55 | D. | Form | 8B: Memorandum of Votin | g Conflict | |
| 56 | | This it | em was discussed during th | ne First Oro | der of Business. |
| 57 | | | | | |
| 58 59 60 | THIRD | ORDER | R OF BUSINESS | | Update: CDD Resident Feedback to District Management |
| 61 | | Ms. Ce | erbone provided updates o | n the follo | wing: |
| 62 | Α. | Gener | al | | |
| 63 | \triangleright | Meeti | ng times and the location | are Board | d driven decisions. The location change was |
| 64 | becau | se cons | struction is underway at | the Avalo | n Park West Amenity Center. The meeting |
| 65 | schedu | ule can | be reconsidered once the E | Board tran | sitions to a resident Board. |
| 66 | \triangleright | The fi | nal Landowner meeting is | Novembe | r, 14, 2022. All Landowners can attend and |
| 67 | cast vo | otes. | | | |
| 68 | | • | CDD Field Services Ma | nager an | d HOA Property Manager are the Same |
| 69 | | | Firm/Person | | |
| 70 | | Ms. F | uller is the first point of | contact r | egarding field operation matters. Residents |
| 71 | should | d email | detailed information and | provide | photos, if possible; matters outside of field |
| 72 | operat | tions sh | ould be emailed to the Dist | trict Mana | ger. |
| 73 | | • | Mailbox covering | | |
| 74 | | A mail | box covering was not in th | ne original | development plan or funded; the Board can |
| 75 | allocat | te funds | s for Fiscal Year 2023, use | Fiscal Year | 2022 surplus funds to cover this expense or |
| 76 | find ou | ut if the | HOA is willing to fund the | expense, s | ubject to CDD and HOA Board approval. |

| | SILVERADO | CDD DRAFT August 26, 2022 | 2 |
|-----|---------------|--|---|
| 77 | • | District Boundaries and District Improvements that are Outside the Boundarie | S |
| 78 | | and Related Assessments | |
| 79 | The | CDD bond financed improvements outside the CDD boundaries and is required to | C |
| 80 | pay the ass | ociated maintenance costs. Regarding recouping the costs to maintain street | S |
| 81 | outside the (| CDD boundaries, the CDD Board can ask the owner to contribute to this expense. | |
| 82 | • | CDD Budget and Options for Coordination with HOA for HOA Administration | , |
| 83 | | Funding, etc. | |
| 84 | Resic | lents can ask the HOA to impose special assessments for items that the CDD canno | t |
| 85 | fund becaus | e of budget constraints. | |
| 86 | B. Road | lways | |
| 87 | • | Four (4) Additional Street Lights | |
| 88 | A pro | pposal will be presented later in the meeting. | |
| 89 | • | Stop Sign | |
| 90 | The I | Developer approved this and installation is underway. | |
| 91 | • | Traffic Enforcement | |
| 92 | The (| City will allow the CDD to engage off-duty officers to monitor speeding, subject to | С |
| 93 | availability. | | |
| 94 | • | Traffic Control | |
| 95 | Lowe | ering speed limits or installing speed bumps or additional stop signs will require | е |
| 96 | performing a | a Traffic Study, which is costly. | |
| 97 | • | Golf Carts/ATVs on Paved Roads | |
| 98 | The (| City discourages this. District Counsel will give an update and present options at the | е |
| 99 | next meeting | g. | |
| 100 | • | Parking/Towing Policy | |
| 101 | Imple | ementing a parking/towing policy requires Board approval, a public hearing and | b |
| 102 | HOA partner | rship to administrate the policy. | |
| 103 | • | Additional Doggie Waste Stations | |
| 104 | This | is subject to Board approval now or it can be deferred until the Board transitions to | С |
| 105 | the resident | Board. | |
| 106 | C. Pool | area | |
| 107 | • | Underage Drinking, Illegal Drug Use, Destruction of Property, etc. | |

| | SILVE | RADO CDD | DRAFT | August 26, 2022 |
|---------------------------------|----------------|---|--|---------------------|
| 108 | | Police will only respond to reside | nt 911 calls reporting a law being bro | ken; the police do |
| 109 | not re | spond to calls about broken HOA o | r CDD Rules. | |
| 110 | | • Trespassing Enforcement | | |
| 111 | | After-hours trespassing is not a | a law the police can enforce, unles | s trespassers are |
| 112 | under | age or engaged in illegal activity. | | |
| 113 | | Pool Furniture/Equipmen | t Update and Replacement | |
| 114 | | Ms. Fuller will present a propos | al to drain and thoroughly clean the | pool later in the |
| 115 | meeti | ng, which will require the pool to b | e closed for about one week. | |
| 116 | | • Pool Rules/Signage | | |
| 117 | | The Rules will be adopted today | and are posted on the CDD website; it | t is suggested that |
| 118 | the H | OA post them as well. Enforcer | nent of the Rules will be initiated | once the Traffic |
| 119 | Enford | ement Agreement is executed, wh | ich will be presented later in the mee | ting. |
| 120 | | • Parking/Towing Policy | | |
| 121 | | • Security Services (after ho | ours, weekends/daytime hours) | |
| 122 | | Due to CDD budget constraints, t | he CDD can enter into a Joint Agreem | ent with the HOA |
| 123 | if the | HOA is willing to fund this expense | ; both Boards must give approval. | |
| 124 | | Regarding key fobs, Ms. Fuller w | ill present recommendations and cos | t estimates at the |
| 125 | next n | neeting. | | |
| 126 | | | | |
| 127 128 129 130 131 | | authorizing Ms. Fuller and Districing installation to secure the pool | nd seconded by Mr. Cotter, with al ct Management to proceed with the gate and fence access, subject to Ch ed amount of \$5,000, was approved. | repair and |
| 131 | | | | |
| 133 | D. | Landscaping/Irrigation and Pond | Maintenance | |
| 134 | | • RFP (8 Addenda) | | |
| 135 | | As a result of vendor feedback, t | here are eight addendums to the Rec | quest for Proposal |
| 136 | (RFP) <i>,</i> | which should address resident cor | cerns. This item will be addressed late | er in the meeting. |
| 137 | | Landscaping (clarification | of which areas of CDD are to be mai | ntained) |
| 138 | | Residents were advised to submit | t photographs to Ms. Fuller. Mowing o | occurs weekly and |
| 139 | will re | vert back to biweekly during the d | ry season. | |
| 140 | | Pond Maintenance (dogg | ie waste bags and other debris in por | nds) |

| | SILVE | RADO CDD | DRAFT | August 26, 2022 |
|------------|------------------|-------------------------|--|-------------------------------------|
| 141 | | The ponds are treat | ed biweekly. Adding more dog stat | ions might not ease the issue of |
| 142 | waste | bags tossed in the | pond. Residents were advised to | contact Ms. Fuller to address |
| 143 | conce | rns instead of the ven | lors directly. | |
| 144 | | Pond Signage | ! | |
| 145 | | No swimming, dogs o | or otherwise, is allowed. This will be | e addressed later in the meeting. |
| 146 | Ε. | Doggie Park | | |
| 147 | | Pest control | | |
| 148 | | The treatment status | ; is unknown. | |
| 149 | | • Sizing | | |
| 150 | | Due to CDD budget o | constraints, the CDD can enter into | a Joint Agreement with the HOA, |
| 151 | if the | HOA is willing to fund | this expense. | |
| 152 | | Additional W | aste Stations | |
| 153 | | This item was alread | y discussed. | |
| 154 | | | | |
| 155 156 | FOUR | TH ORDER OF BUSINE | SS Public Com | ments |
| 157 | | Residents asked the | Board to address what they percei | ived as serious problems. It was |
| 158 | noted | that certain items wil | be deferred until the Board transit | ions to a resident-based Board. |
| 159 | | The following sugges | tions, inquiries and topics were dise | cussed: |
| 160 | \succ | Pool: Repair overall | area, replace furniture and addres | s liability concerns. Ms. Fuller is |
| 161 | obtaiı | ning quotes to replace | the furniture. | |
| 162 | \succ | Pond maintenance r | night be deterred due to overgrow | wn grass. Residents felt that the |
| 163 | lands | capers are not address | ing areas regularly and there are is | ssues with rats. Ms. Fuller stated |
| 164 | that t | he landscaper will add | ress this issue today or tomorrow. | |
| 165 | \triangleright | Trees on Wagon Trai | l Street are low and damaging vehic | cle roofs. |
| 166 | \triangleright | Resident(s) believed | that the oak trees planted too clo | ose together on Silverado should |
| 167 | be rei | moved because they w | ill become a problem and impact th | ne roads and CDD budget |
| 168 | \triangleright | Resident(s) asked th | e CDD to designate an HOA point o | of contact to address after-hours |
| 169 | pool v | violations. Ms. Cerbone | e stated that Staff can ask to see IDs | s but cannot require it. |
| 170 | \triangleright | An inquiry was made | as to whether there is a way to tra | ck after-hours fob use. |
| 171 | \triangleright | An inquiry was made | as to whether people parking on th | he grass in the common area and |
| 172 | dama | ging sprinkler heads ca | n be fined. | |

SILVERADO CDD

173 > Status of the work on Wagon Trail Street: Ms. Fuller stated it is private property.

Regarding the suggestion to defer the Fifteenth Order of Business, related to imposing
 assessments until the Board transition to a resident Board, deferral is not possible, due to
 Florida Statute constraints.

177 > The budget does not currently allow for installing a basketball court.

178 > A suggestion was made to install a barrier to prevent dogs from swimming in the ponds.

A request was made for the CDD to address inadequate lighting entering the community
 and at the north end of the pond. A proposal to install lights at the north area will be presented
 later in the meeting.

182 Regarding a request for a map of CDD property in and outside the CDD and versus HOA,
 183 Ms. Cerbone will fill this public records request to Mr. Ozorowsky and Ms. Allen.

An opinion that the Florida Power & Light (FPL) invoices seemed high was expressed and further research of why the CDD is paying for the street lights outside the CDD was requested. It was noted that the CDD is responsible for maintaining these areas even if it benefits those outside the CDD.

188 > Regarding residents donating funds for certain items, the Board will have to obtain
 189 District Counsel's input regarding possibly accepting donations.

190 > Regarding a request for a stop sign at Steer Blade Drive, Ms. Stewart will confirm if this
191 is within the CDD's jurisdiction.

192 > Regarding transitioning to a resident Board, Ms. Cerbone and Staff will advise and
 193 answer resident Board Member questions.

Landscaping: LMP Representative Mr. Scott Carlson stated he toured the community
 and noticed several areas missing on the original and newer maps. Since taking over in January,
 LMP has not been able to develop a relationship with the Board or the property. He is working
 with Ms. Fuller, which will help rectify most landscape issues.

198 Ms. Moulton stated that the Board will most likely defer awarding the RFP until the 199 Board transitions to a resident Board.

200 Discussion ensued regarding LMP submitting tree trimming and mulch proposals in 201 January, issues accessing the pool area and follow up.

202 Ms. Cerbone stated, if the CDD and HOA Boards approve, the CDD can contract with the 203 HOA to maintain all CDD field operation improvements and collect those assessments.

204

| | SILVE | RADO CDD DRAFT August 26, 2022 |
|--|-------------|--|
| 205 206 207 208 | FIFTH | ORDER OF BUSINESS Consideration for Responses to RFP for Landscape and Irrigation Maintenance Services |
| 209 | Α. | RFP Package |
| 210 | в. | Affidavit/Proof of Publication |
| 211 | C. | Respondents |
| 212 | | I. Juniper Landscaping |
| 213 | | II. Landscape Maintenance Professionals, Inc. |
| 214 | | III. Yellowstone Landscape |
| 215 | D. | Ranking |
| 216 | Ε. | Authorization to Award Contract |
| 217 | | |
| 218 | | On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, |
| 219 | | deferring evaluating the responses to the Request for Proposals for Landscape |
| 220 | | and Irrigation Maintenance Services until the Board transitions to a resident- |
| 221 | | based Board, was approved. |
| 222 | | |
| 223 | 611/ | |
| 224 225 | SIXIE | ORDER OF BUSINESS Presentation of Audited Financial Statements for Fiscal Year Ended |
| 225 | | Statements for Fiscal Year Ended September 30, 2021, Prepared by |
| 220 | | DiBartolomeo, McBee, Hartley & Barnes, |
| 228 | | P.A. |
| 229 | | |
| 230 | | Ms. Cerbone presented the Audited Financial Report for the Fiscal Year Ended |
| 231 | Septe | mber 30, 2021 and highlighted the pertinent information There were no issues, findings, |
| 232 | recon | mendations, deficiencies on internal control or instances of non-compliance. It was a |
| 233 | clean | audit. |
| 234 | | |
| 235 236 237 238 239 240 | SEVE | ITH ORDER OF BUSINESSConsideration of Resolution 2022-11, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2021Ms. Cerbone presented Resolution 2022-11. |
| 241 | | |

| | SILVE | RADO CDD | DRAFT | | August 26, 2022 |
|--|--|---|---------------------------------|--|---|
| 242 243 244 | | On MOTION by Mr. Cotte Resolution 2022-11, Here Fiscal Year Ended Septemb | by Accepting th | ne Audited Financial F | |
| 245 246 247 248 249 | EIGHT | H ORDER OF BUSINESS | | Service Agreement | uke Energy Lighting |
| 250 | | Ms. Cerbone presented the | e Duke Energy L | gnung Service Agreem | |
| 251 | street | lights. | | | |
| 252 253 254 255 | | On MOTION by Mr. Cotter Duke Energy Lighting Servi | | • | ll in favor, the |
| 256 257 258 259 | NINTH | I ORDER OF BUSINESS | | Consideration of Tr Agreement | espass Enforcement |
| 260 | | Ms. Hammock presented | the Trespass | Enforcement Agreem | ent. The Agreement |
| 261 | autho | rizes the police to enforce tre | espassing, after- | hours, without contacti | ng a point of contact. |
| 262 | | | | | |
| 263 264 265 266 | | On MOTION by Mr. Cotter Trespass Enforcement Agree approved. | | • | - |
| 267 268 269 270 | TENTH | ORDER OF BUSINESS | | | endum to Clementi Iting, LLC Proposal for tenance |
| 271 272 | | Ms. Cerbone presented the | e Addendum to | the Clementi Environn | nental Consulting, LLC |
| 273 | Propo | sal for Mitigation Areas Mai | | | |
| 274 | appro | ved at the last meeting; the | project is comp | bleted. Ms. Hammock | stated that the CDD's |
| 275 | general terms and conditions were added to Addendum. | | | | |
| 276 | | | | | |
| 277 278 279 280 281 282 | | On MOTION by Mr. Cotter Addendum to the Clem Mitigation Areas A and Maintenance and Replanti | enti Environme B; Permit 267 | ental Consulting, LLC 719.011 and .013, M | Proposal for |

| | SILVE | RADO CDD | DRAFT August 26, 2022 | |
|---|--|-----------------------------------|---|--|
| 283 | ELEVE | ENTH ORDER OF BUSINESS | Ratification of Stormwater Needs Analysis | |
| 284 285 | | Ms. Cerbone stated that the | Stormwater Management Needs Analysis Report was | |
| 286 | submitted to the County by the due date. The next report is due in five years. Considering | | | |
| 287 | future budgets, Ms. Stewart expects having to implement additional Stormwater Management | | | |
| 288 | Best Management Practices (SMBMPs) over the next 12 to 24 months, as part of its | | | |
| | | | , | |
| 289 | maim | enance program with the CDD ve | | |
| 290 | | | | |
| 291 292 293 294 | | - | seconded by Mr. Carmack, with all in favor, the eds Analysis Report and Staff's action of unty, was ratified. | |
| 295 296 297 298 299 300 301 | TWEL | FTH ORDER OF BUSINESS | Ratification of First Amendment to Landscape & Irrigation Services Between Landscape Maintenance Professionals, Inc. and Silverado Community Development District | |
| 302 | | Ms. Cerbone stated that the F | rst Amendment to the Landscape & Irrigation Services | |
| 303 | Agree | ment is being presented for con | sideration, rather than ratification, as certain insurance | |
| 304 | requi | rements were updated. | | |
| 305 | | | | |
| 306 307 308 309 310 | | First Amendment to the Lands | seconded by Mr. Carmack, with all in favor, the cape & Irrigation Services Agreement Between fessionals, Inc., and Silverado Community oved. | |
| 311 312 313 314 315 | THIR | EENTH ORDER OF BUSINESS | Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedures and Amenity Rules | |
| 316 | Α. | Affidavits of Publication | | |
| 317 | | The affidavits of publication wer | e included for informational purposes. | |
| 318 | В. | Consideration of Resolution | 2022-12, Adopting Rules of Procedure; Providing a | |
| 319 | | Severability Clause; and Provid | ng an Effective Date | |
| 320 | | | | |

| | SILVE | ERADO CDD DRAFT | August 26, 2022 |
|------------|--------|---|--------------------|
| 321 | | On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in | favor, the |
| 322 323 | | Public Hearing was opened. | |
| 323 | | | |
| 325 | | Ms. Cerbone stated if the current Board does not take any | suggestions into |
| 326 | consi | sideration today, the Rules can be brought back to the resident-con | trolled Board for |
| 327 | addit | itional modifications. | |
| 328 | | Regarding the e-cigarette and smoking rules and posts by the pool, Mr | . Alexander asked |
| 329 | if the | e CDD can install more permanent signage. The Board agreed with the su | ggestion that Mr. |
| 330 | Alexa | ander send a photo to Ms. Fuller and Ms. Cerbone, which will be en | mailed to District |
| 331 | Coun | nsel to determine if it meets the Florida Statutes. If not, upon direction fro | om CDD Staff, Ms. |
| 332 | Fuller | er is authorized to purchase updated signage. | |
| 333 | | | |
| 334 | | On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in | favor, the |
| 335 | | Public Hearing was closed. | |
| 336 337 | | | |
| 338 | | Ms. Cerbone presented Resolution 2022-12. | |
| 339 | | | |
| 340 | | On MOTION by Mr. Cotter and seconded by Mr. Carmack, with a | - |
| 341 342 | | Resolution 2022-12, Adopting the Amenity Center Rules of Proce Policies; Providing a Severability Clause; and Providing an Effective | |
| 342 343 | | adopted. | Date, was |
| 344 | | | |
| 345 346 | FOUR | RTEENTH ORDER OF BUSINESS Public Hearing on Adopti | on of Fiscal Year |
| 347 | | 2022/2023 Budget | |
| 348 349 | А. | Proof/Affidavit of Publication | |
| 350 | | The affidavit of publication was included for informational purposes. | |
| 351 | В. | Consideration of Resolution 2022-13, Relating to the Annual Ap | propriations and |
| 352 | | Adopting the Budgets for the Fiscal Year Beginning October 1, | 2022 and Ending |
| 353 | | September 30, 2023; Authorizing Budget Amendments; and Provi | ding an Effective |
| 354 | | Date | |
| 355 | | Ms. Cerbone highlighted changes to the proposed Fiscal Year 2023 bi | udget since it was |
| 356 | last p | presented, and gave an overview of fund balance, unassigned fund use | s and establishing |
| 357 | worki | king capital for the first quarter. | |
| | | | |

On MOTION by Mr. Carmack and seconded by Ms. Moulton, with all in favor, the Public Hearing was opened.

360 361

Resident Brian Allen asked how much of the Fiscal Year 2022 budget has spent, to date, as he believes there is a big discrepancy between what was budgeted and what was spent over the five-month period. Ms. Cerbone stated that reporting is based on when the CDD receives vendor invoices; updated figures will be presented once the July 31, 2021 Unaudited Financial Statements are presented later in the meeting.

367 Resident Erik Beese asked about the terms of the Amenity Center pool service contract. 368 Ms. Cerbone stated the contract was awarded prior to engaging WHA as District Manager. The 369 contract is typically an annual contract with extension and termination clauses built in. The 370 resident Board can evaluate CDD contracts at any time. She recommended waiting 30 to 60 371 days after the transition to make changes; timing is dependent on the terms of the contract.

372 Resident Julio Veguilla Garcia asked if there is one central place where residents can 373 review agreements and scopes of work. Ms. Cerbone replied no, residents will have to email 374 the District Manager's office, as it is considered a public records request.

A resident asked for the cost when the pool furniture was replaced. Since this information is not readily available, the resident was advised to send a public records request.

377 Resident Michael Ozorowsky asked if Engineering funds can be used to expand parking 378 at the clubhouse. As this is dependent upon Board approval, he asked the Board to consider 379 this and ensure that the CDD is not paying pool cleaning costs since they decided to proceed 380 with draining and cleaning the pool.

381

393

On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the 382 Public Hearing was closed. 383 384 385 386 Ms. Cerbone presented Resolution 2022-13. 387 388 On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, 389 Resolution 2022-13, Relating to the Annual Appropriations and Adopting the 390 Budgets for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, 391 392 was adopted.

| | SILVER | RADO CDD | DRAFT | August 26, 2022 |
|---|--------|--|---|---|
| 394 395 396 397 398 399 | FIFTEE | NTH ORDER OF BUSINESS | | Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operations Assessments to Fund the Budget for Fiscal Year 2022/2023, Pursuant to Florida Law |
| 400 | Α. | Proof/Affidavit of Publication | | |
| 401 | В. | Mailed Notice(s) to Property Ow | /ners | |
| 402 | | These items were included for in | formation | al purposes. |
| 403 | С. | Consideration of Resolution 202 | 2-14, Mak | ing a Determination of Benefit and Imposing |
| 404 | | Special Assessments for Fiscal | Year 202 | 22/2023; Providing for the Collection and |
| 405 | | Enforcement of Special Assess | ments, In | cluding But Not Limited to Penalties and |
| 406 | | Interest Thereon; Certifying an | Assessme | ent Roll; Providing for Amendments to the |
| 407 | | Assessment Roll; Providing a Sev | verability (| Clause; and Providing an Effective Date |
| 408 | | | | |
| 409 410 411 412 413 | | Public Hearing was opened. | | by Mr. Carmack, with all in favor, the |
| 414 | compo | | | kM and Debt service portions that appear on |
| 415 | | operty tax bill. | | |
| 416 | the pr | | | |
| 417 418 419 420 421 | | On MOTION by Mr. Cotter and s Public Hearing was closed. Ms. Cerbone presented Resolution | | by Mr. Carmack, with all in favor, the |
| 422 | | Nis. Cerbone presented Resolution | 511 2022-12 | |
| 423 424 425 426 427 428 429 430 431 | | Resolution 2022-14, Making a D Assessments for Fiscal Year 2 Enforcement of Special Assessm and Interest Thereon; Certi | Determina 2022/2023 ments, Inc fying an ent Roll; F | d by Mr. Carmack, with all in favor, tion of Benefit and Imposing Special ; Providing for the Collection and luding But Not Limited to Penalties Assessment Roll; Providing for Providing a Severability Clause; and |

SIXTEENTH ORDER OF BUSINESS

432 433 434

Acceptance of Unaudited Financial Statements as of July 31, 2022

435 Ms. Cerbone presented the Unaudited Financial Statements as of July 31, 2022 and 436 addressed Ms. Moulton's comments about the following budget line items:

Palms and tree trimming: Since the funds were not used, she asked CDD Staff to
determine projects based on the proposals that came in or did not come in. Ms. Fuller will
obtain the proposals from LMP.

440 ➤ Dog Stations: It is too soon to determine if the Fiscal Year 2022 budget can fund
441 installation of two dog stations.

442 > Mulch: CDD Staff must research further; whether these expenses should have been
 443 coded to the Landscape maintenance budget line item is unknown.

Ms. Moulton asked Staff to find a way, if the budget allows, to complete the necessary mulch and tree trimming projects to prevent further delays. Ms. Cerbone stated this will require a two-step process. Ms. Sanchez will confirm with accounting about invoicing and services and Ms. Fuller, as the designated point person, will work with Ms. Sanchez and LMP to confirm that no services were provided above or beyond the \$6,850 paid and, upon confirmation, obtain and approve proposals for the Board to ratify at the next meeting.

| 451 | On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, |
|-------------------|---|
| 452 | authorizing the Operations Manager, District Manager and Chair and Vice Chair |
| 453 | to approve mulch and tree trimming proposals outside of a meeting, was |
| 454 | approved. |
| 455 | |
| 456 | |
| 457 | On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the |
| 458 | Unaudited Financial Statements as of July 31, 2022, were accepted. |
| 459 | |
| 460 | |
| 461 | SEVENTEENTH ORDER OF BUSINESS Approval of April 22, 2022 Regular Meeting |
| 462 | Minutes |
| 463 | |
| 464 | Ms. Cerbone presented the April 22, 2022 Regular Meeting Minutes. |
| 465 | |
| 466 | On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the |
| | |
| 467 | April 22, 2022 Regular Meeting Minutes, as presented, were approved. |
| | |
| 467 468 469 | |

| | SILVE | RADO CDD | | DRAFT | August 26, 2022 |
|------------|--|---------------|---------------------------|-----------------------------|----------------------------------|
| 470 | EIGH | TEENTH ORD | ER OF BUSINESS | Staff Repo | rts |
| 471 472 | Α. | District Cou | unsel: <i>KE Law Grou</i> | p, PLLC. | |
| 473 | | There was | no report. | | |
| 474 | В. | District Eng | gineer: <i>Stantec</i> | | |
| 475 | | • Pro | ject Update | | |
| 476 | | Ms. Stewa | rt stated she will p | repare an updated Profe | ssional Maintenance map, as the |
| 477 | one i | n the RFP for | landscaping service | s was hand drawn due to | o time constraints. |
| 478 | | • Upc | late: Permit Relate | d Items | |
| 479 | | This item w | vas not addressed. | | |
| 480 | C. | Operations | Manager: Access I | Management | |
| 481 | | The Report | was included for ir | formational purposes. | |
| 482 | | Ms. Moulto | on asked if dogs are | allowed to swim in the p | oonds and if "No Swimming" signs |
| 483 | are p | osted in the | area. Ms. Stewart | stated it is important for | or the community to understand |
| 484 | that the CDD stormwater facilities are not recreational facilities and should not be used as such. | | | | |
| 485 | Ms. Sanchez was designated as the point person to contact Egis, the CDDs insurance | | | | |
| 486 | carrier, to obtain signage verbiage specific to stormwater ponds and provide it to Ms. Fuller. It | | | | |
| 487 | was noted that the insurance carrier conducts on-site inspections with the District Manager | | | | |
| 488 | every | other year. | | | |
| 489 | D. | District Ma | nager: <i>Wrathell, H</i> | unt and Associates, LLC | |
| 490 | | Ms. Cerbor | ne reported the follo | owing: | |
| 491 | | l. 692 | Registered Voters | in District as of April 15, | 2022 |
| 492 | | ll. Upo | date: Qualified Elec | tor Candidates for Gener | ral Election |
| 493 | | • | Seat 1 | | |
| 494 | | | > Michael | Ozorowsky | |
| 495 | | | > Katherii | ne Thibodeau | |
| 496 | | • | Seat 2 | | |
| 497 | | | > Thadde | us A Money | |
| 498 | | Ms. Cerbor | ne reiterated there | is one final Board Seat tl | hat will be Landowner-elected on |
| 499 | Nove | mber, 29, 202 | 22. A Regular Meeti | ng will follow. | |
| 500 | | III. UPC | COMING MEETINGS | 6 | |
| 501 | | • | September 23, | 2022 at 10:00 A.M. – Boa | ard Meeting |

| | SILVERADO CDD | D | RAFT | August 26, 2022 | |
|--------------------------|---|---|---------------------|-----------------------------------|--|
| 502 | • | November 29, 2022 | at 10:00 A.M. – La | andowners' Meeting [Seat 5] | |
| 503 | • November 29, 2022 at 10:00 A.M. – Board Meeting | | | | |
| 504 | • | QUORUM CHECK | | | |
| 505 | The next mee | ting will be Septembe | er 23, 2022, unless | cancelled. | |
| 506 | | | | | |
| 507 508 509 | NINETEENTH ORDER | OF BUSINESS o Board Members' co | | embers' Comments/Requests | |
| 510 | There were h | | | | |
| 511 512 | TWENTIETH ORDER (| OF BUSINESS | Public Co | omments | |
| 513 | A resident as | ked if the CDD or HC | 0A can put up holi | day signs and lights. Ms. Cerbone | |
| 514 | stated, if the HOA is funding this, a request should be submitted to the CDD. | | | | |
| 515 | A resident asked if there is a tracking system for open invoices or services. Ms. Cerbone | | | | |
| 516 | replied no and noted this is cash-based accounting and, unless there is a term in the contract, | | | | |
| 517 | the CDD complies with its prompt payment policy. | | | | |
| 518 | A resident asked the Board to consider resident requests regarding parking overflow to | | | | |
| 519 | prevent broken irrigation heads and lighting issues. Regarding timeline, Ms. Cerbone stated | | | | |
| 520 | that Staff cannot wor | rk on items without Bo | oard direction. | | |
| 521 | | | | | |
| 522 | TWENTY-FIRST ORDE | R OF BUSINESS | Adjourni | nent | |
| 523 524 | There being n | othing further to disc | uss, the meeting a | djourned. | |
| 525 | | | | | |
| 526 527 | On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the meeting adjourned at 12:21 p.m. | | | | |
| 528 529 530 531 | | | | | |
| 532 | | | | | |
| 533 | | [SIGNATURES APPE | AR ON THE FOLLO | WING PAGE] | |

SILVERADO CDD

| 539 | Secretary/Assistant Secretary | Chair/Vice Chair | |
|-----|-------------------------------|------------------|--|
| 538 | | | |
| 537 | | | |
| 536 | | | |
| 535 | | | |
| 534 | | | |

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS C

SWIMMING POOL PROPOSAL

Xecutive Pools 13542 N. Florida Ave, Suite 215 Tampa, 33613 (813) 298-2218



Christopher Sepulveda 6270 Silverado Ranch Blvd Zephyrhills, FL 33541

| Estimate # | 1057 |
|------------|------------|
| Date | 11/15/2022 |

| Item | Description | Amount |
|--------------|---|----------|
| - Remove any | patch in delaminated/pop-off area. additional defective plaster in the pop-off area. by using same type/color plaster finish. | \$365.00 |

| Sub Total | \$365.00 |
|-----------|----------|
| Total | \$365.00 |

ADDITIONAL INFORMATION

- Xecutive Pools cannot control nor dictate the color, aggregate, mixture ratio and/or texture of the plaster patch.

- No warranty on work provided.

Christopher Sepulveda

LUFRIU MARBLE & GRANITE, LLC.

Marble, Granile, Quariz and Natural Stone Countertops

Contract Submitted To: Access Management

Date November 28, 2022

Customer: Silverado Amenity Address: 6270 Silverado Ranch, Zephyrhills, FL Phone: **813-701-8548/cfuller@accessdifference.com** <u>Specifications: Outside Amenity Countertops</u> <u>Option One: Re-install the high bar 20"x24" top and repair the cracked top on the right of</u>

the sink countertop

- 1. **Re-install the small Ubatuba polished granite 3cm** (1 ¹/₄") **countertop 20**"x24" for the high bar where the seam separated from the remaining high bar, add another flat bracket for support, repair the chip on the edge of the countertop. This countertop is on site in the storage area.
- 2. Repair the cracked countertop to the right of the sink. I would recommend to replace this entire lower countertop as we cannot guarantee the repair to be 100% resolved. Also, it is highly recommended that the countertops that have no cabinet support underneath (only angled brackets) have full cabinets placed underneath to prevent breakage again and possible injury to the community members (recommended cabinets at the owner's expense). Or for a temporary fix please add a steel ledger in the front and 2 more angled brackets at the owner's expense. There is not enough support constructed on these 4 areas of countertops that have no cabinets underneath. This is a safety issue and its highly recommended to have cabinet support for this public community.

Option Two: Re-install the high bar 20"x24" top and replace the sink section countertops

Total square feet: 53.08 sf

Total linear feet of edge: 25 ln.ft.

Total linear feet of back splash: 20 ln.ft.

Price Includes: Ubatuba polished granite 3cm, 1 ¹/₄" eased edge, one top mount sink cut-out, 4" back splashes, taxes, templates, fabrication and installation.

- 1. Re-install the small Ubatuba polished granite 3cm (1 ¼") countertop 20"x24" for the high bar where the seam separated from the remaining high bar, add another flat bracket for support, repair the chip on the edge of the countertop. This countertop is onsite in the storage area.
- 2. Replace the sink section countertop and the 4" back splashes. We will try to match the existing Ubatuba 3cm lower countertop to the high bar as close as possible. However, this lower sink countertop does not connect to the upper high bar, so replacing it will not be a huge problem getting a new slab as close as possible. Lower cabinets are highly recommended in this sink section countertop as there is not enough support. It's a safety issue. This is at the expense of the community.
- 3. Remove the existing granite countertops for this sink section and dispose.

NOTE: lower cabinets are recommended for the countertops located next to the side entry gate by the parking lot, too. It's a safety issue.

| ľ | Total: | |
|---|--------|--|
| | | |

\$5,660.00

• Note: Any quote over 30 days will not be honored. The quote will be re-calculated due to shipping/fuel increases from out suppliers.

811 North Fremont Avennue • Tampa, Florida 33606 • (813) 882-0900 • Fax (813) 888-5422

• <u>lufriumarble1@hotmail.com</u> www.lufriumarble.com "Quality Set in Stone"

[•] Note: Lufriu Marble, Inc. is not responsible for providing brackets for high bar overhang support, plumbing disconnection or reconnection, or any measure not related to granite installation unless contracted.

Marble, Granile, Quariz and Natural Stone Countertops

| ACCESS MANAGEMENT |
|-------------------|
| SILVERADO AMENITY |
| COUNTERTOPS |
| PAGE 2 |
| 11-23-22 |

- Note: Lufriu Marble & Granite, LLC is not responsible for moving kitchen appliance and will not be liable for any damage if we are requested to move any appliances.
- Note: Any walls that are out level must be leveled properly prior to the template date to avoid template issue and proper countertop/back splash installation.
- The price is contingent upon a final measurement.
- Note: The final payment must be presented upon arrival of the new countertops in order to proceed with the installation.
- Note: Customer must be aware of dust accumulation during installation process.
- Note: In addition, Lufriu Marble, Inc. is not responsible for coordinating any problems with your cabinet company, if problems exist.
- Note: All appliances including the sink are requested to be on site upon templating to ensure overhangs and proper fitting.
- Note: This price does not include tear out of existing countertops, unless specified in the contract above.
- Note: Lufriu Marble, Inc. is not responsible for dry wall damage or breakage of mirrors upon removal of existing countertops.
- Note: Lufriu Marble, Inc. provides 3 holes per faucet section and 3 holes for electrical outlets; any additional holes are subject to a charge of \$30.00 each.
- Note: Any slab material left over and not claimed after 60 days becomes the property of Lufriu Marble, Inc.
- Note: All under mount sinks AND ALL SINK ACCESSORIES must be delivered to Lufriu Marble, Inc. at least two weeks prior to
 installation. All other sinks, faucets, and appliances must be at the job site on the day before installation or there will be an additional
 charge \$100.00 per service callback. All sink accessories must be included with the sink for proper hole cutting. If the
 accessories are not presented and the sink hole is not the accurate size then any additional charges to rectify the problem will
 be the customer's responsibility.
- Note: Lufriu Marble, Inc. maintains that it is the customer' responsibility to provide level cabinets. If during templating, all cabinets are not installed, Lufriu Marble will not be responsible for any complications due to cabinet placement.
- Note: Lufriu Marble, Inc. will not be responsible for electrical, plumbing, or carpentry services required for the job. Lufriu Marble, Inc. will not be held liable for existing appliances, kitchen equipment, or parts thereof.
- Note: All special-order material is subject to a 25% restocking/return charge. No refunds within 48 hours after signing the contract.
- Note: The customer/builder must notify our company on the day of the template performed of any trim under high bars, side&/or
 front panels, etc. that are going to be added, so Lufriu Marble, Inc. can accommodate for the granite countertop overhangs correctly.
- the customer must realize to inform Lufriu Marble, Inc. of all items needed at the time of purchase due to the limited quantity.
- Note: Hand selecting your slabs is vital and recommended and laying out the templates on slabs is highly recommended to ensure you are receiving the look you desire.
- ANY CHANGES TO THE CONTRACT CANNOT BE BOUND VIA TEXT MESSAGING/CALLS/EMAILS. A NEW CONTRACT MUST BE UPDATED AND SIGNED FOR ANY CHANGES TO BE IMPLEMENTED FROM THE ORIGINAL CONTRACT.
- There is a 3% added to the contract to process a credit card.

Disclaimer:

Samples may not be an exact replication of what will be installed. Variation in gloss, color, size, shape & pattern of distribution of natural stone & the tone of the background are inherent & unique characteristics of the product. This variation does not affect the product performance in any manner. Hand selecting your slab(s) is recommended.

Conditions: All materials are guaranteed to meet specifications. All work to be completed in a professional, workmanlike manner according to standard practices. Any alteration to or deviation from the above specifications involving extra costs will be executed only upon written orders, and will be billed as extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner needs to carry fire, tornado, and other necessary insurance. Workers are fully covered by worker's compensation insurance.

Outstanding balance not paid within the terms of this agreement shall acquire interest at the highest rate allowed by law until paid. Action is instituted by Lufriu Marble, Inc. to enforce the terms of the agreement, venue shall be proper in Hillsborough County, Florida and the

Individual(s) or entity (ies) accepting this agreement shall be responsible to pay the reasonable attorney's fees and court costs incurred by the non-prevailing party.

Guarantee: Lufriu Marble, Inc. offers a one-year warranty on installation. The undersigned individual(s) and or entity (ies) guarantee performance of above agreements and payments of all sums due there under in event of default and agree that if legal action is instituted by Lufriu Marble, Inc. to enforce the terms of this guarantee, venue shall be proper in Hillsborough County, Florida and further agrees to be responsible to pay the reasonable attorney's fees and court costs incurred by Lufriu Marble, Inc.

We may withdraw this proposal if not accepted within 90 days. Agent for Lufriu Marble, Inc.

Acceptance: The above-proposed specifications, prices and conditions are satisfactory and hereby accepted. You are authorized to complete this work as specified. Payment must be made as indicated above.

Accepted Signature: _

Date:

• <u>lufriumarble1@hotmail.com</u> www.lufriumarble.com "Quality Set in Stone"



