

Tern Bay

Community Development District

Meeting Agenda

March 11, 2026

JPWard and Associates, LLC

2301 N.E. 37th Street

Fort Lauderdale, Florida 33308

Phone: (954) 658-4900

TERN BAY

Community Development District

LOCATION: Heritage Landing Amenity Center
14571 Heritage Landing Blvd.
Punta Gorda, Florida 33955

DATE: March 11, 2026

TIME: 10:00 AM

MEETING AGENDA

Board of Supervisors

Tara Brady, Chairman
Denise Blakely, Vice-Chairman
Vickey DeLuca, Assistant Secretary
Robert D. Brady, Assistant Secretary
Gary Hamilton, Assistant Secretary

James P. Ward, District Manager
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308
JimWard@JPWardAssociates.com
Phone: (954) 658-4900

The Public is provided with two opportunities to speak during the meeting. The first time is at the beginning of the meeting, and the second time is at the end of the agenda, on any other matter not on the agenda. These are limited to three (3) minutes unless further time is granted by the Presiding Officer. All remarks shall be addressed to the Board as a body and not to any member of the Board or staff. Please state your name and the name of the entity represented (if applicable) and the item on the agenda to be addressed.

Pursuant to Florida Statutes 286.0105, if a person decided to appeal any decision made by the body with respect to any matter considered at such meeting, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.

Meeting Link: <https://districts.webex.com/districts/j.php?MTID=me3fa6fa96fc75e973566c4b9a5c5173b>

✓ Phone: (408) 418-9388 Code: 2336 771 4477 Event Password: Jpward

MARCH, 2026

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AGENDA

1. Call to Order & Roll Call
2. Public Comments for Agenda items.
These are limited to three (3) minutes and individuals are permitted to speak on items included in the agenda.
3. Re-Consideration of the Award of Bid for Landscaping Services in the District, and Rescind the bid awarded at the January 6, 2026, Meeting.
Pages 5-480
4. Discussion of opening of Metal Gates and Gate Arms.
5. Discussion of Golf Cart Operations on District Roadways.
Pages 481- 493
6. Discussion of decorative pavers and LED lighting for the Bridges.
Pages 494- 496
7. Staff Reports.
 - I. District Attorney.
 - II. District Engineer.
 - III. District Manager.
 - a) **Important Meeting Dates for Fiscal Year 2026:**
 1. Next Meeting: **Tuesday, April 7, 2026**, FY2027 Budget Workshop (9:00 a.m.) & Regular Meeting (10:45 a.m.).
 2. **Tuesday, June 2, 2026 - Public Hearing FY 2027 Budget.**
8. Supervisor's Requests:
9. Public Comments for Non-Agenda items.
These are limited to three (3) minutes and individuals are permitted to speak on items not included in the agenda.
10. Adjournment.

AGENDA

Meeting Schedule - FY 2026

Tuesday, October 7, 2025	Tuesday, November 4, 2025
Tuesday, December 2, 2025	Tuesday, January 6, 2026
Tuesday, February 3, 2026	Tuesday, March 3, 2026 <u>Wednesday, March 11, 2026</u>
Tuesday, April 7, 2026	Tuesday, May 5, 2026
Tuesday, June 2, 2026	Tuesday, July 7, 2026
Tuesday, August 4, 2026	Tuesday, September 1, 2026

This portion of the agenda is provided for a more comprehensive explanation of the items for consideration by the Board of Supervisors during the meeting.

- Item 2: Public Comments for Agenda items.
These are limited to three (3) minutes and individuals are permitted to speak on items included in the agenda.
- Item 3: Staff is recommending reconsideration and rescinding the award of bid for Landscaping from the January 6, 2026, meeting, due to inconsistencies in the request for proposals. Included in the Agenda is the revised Request for Qualifications/Proposals. We will be using the same process that was done for the technology/staffing for the Access Gates, where the Board will evaluate both the pricing and qualifications during the award process, and based on the total points awarded will award a bid for landscaping.
- Item 4: Discussion of opening of Metal Gates and Gate Arms.
- Item 5: Discussion of Golf Cart Operations on District Roadways.
- Item 6: Discussion of decorative pavers and LED lighting for the Bridges.
- Item 7: Staff Reports: - Staff Reports are an opportunity to communicate to the Board of Supervisors on matters that did not require Board action or that did not appear on the Agenda and the Professional Staff deemed this to be of a matter that was to be brought to the attention for action or informational purposes of the Board of Supervisors before the ensuing Board of Supervisors Meeting.

SUMMARY OF BID PROPOSALS RECEIVED

2/20/2026

FOR: Heritage Landing Common CDD Area - Tern Bay CDD

	DESCRIPTION	QUANT.	Juniper		United Land Services		Yellowstone		Sunny Grove Irrigation & Landscaping Maintenance, LLC	
			UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE	TOTAL ITEM AMOUNT
I.	General									
Part 1	Lawn Maintenance Services - Mowing	March 15 - November 1 (33 once a week Mowings)	\$1,977.51	\$75,908.17	\$2,821.00	\$112,855.00	\$2,401.56	\$96,062.41	\$4,357.80	\$183,027.60
		November 1 - March 15 (9 once every 2 weeks Mowings)	\$1,327.76		\$2,821.00		\$2,401.56		\$4,357.80	
Part 2	General Maintenance Services - Edging & Trimming	March 15 - November 1 (33 once a week Mowings)	\$1,972.80		\$865.00		\$640.41		\$Included with Mow	
		November 1 - March 15 (9 once every 2 weeks Mowings)	\$1,972.80		\$865.00		\$640.41		\$Included with Mow	
Part 3	Tree and Shrub Care	8 Times per Year	\$11,404.89	\$91,239.12	\$8,299.00	\$66,394.00	\$10,544.05	\$84,432.45	\$7,913.45	\$63,307.60
		Tree Trimming Once/Year	\$N/A		\$Included Once/Year		Included up to 15'		\$ NOT Included	
Part 4	Weeds and Grasses	24 Times per Year	\$Included with Mow		\$583.00	\$14,000.00	\$266.84	\$6,404.16	\$500.00	\$12,000.00
Part 5	Fertilization - (All labor and Materials)	/Year		\$33,494.30		\$30,260.00		\$30,538.09		\$47,953.96
Part 6	Pest Control - (All labor and Materials)	12/Year	\$2,341.67	\$28,100.04		\$3,362.00		\$1,912.96		\$20,839.14
Part 7	Irrigation - (All labor and Materials)	/Year		\$47,191.92		\$22,419.00		\$98,449.88	\$1,758.75	\$21,105.00
	Bid Total (Yearly Sub-total)	/Year		\$358,791.15		\$283,872.00		\$362,000.00		\$355,313.30
	Grand Subtotal			\$358,791.15		\$283,872.00		\$362,000.00		\$355,313.30
	First Annual Renewal Subtotal	/Year		\$365,966.97		\$283,872.00		\$362,000.00		\$355,313.30
	Second Annual Renewal Subtotal	/Year		\$376,945.97		\$298,000.00		\$362,000.00		\$373,078.97
	Third Annual Renewal Subtotal	/Year		\$388,254.34		\$298,000.00		\$372,860.00		\$373,078.97
	Bid Total (Yearly Sub-total X 4 Years)			\$ 1,489,958.43		\$ 1,163,744.00		\$ 1,458,860.00		\$ 1,456,784.54
	Grand Subtotal			\$ 1,489,958.43		\$ 1,163,744.00		\$ 1,458,860.00		\$ 1,456,784.54

PROJECT MANUAL

FOR

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

TERN BAY
COMMUNITY DEVELOPMENT DISTRICT

February 2026

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**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
TERN BAY COMMUNITY DEVELOPMENT DISTRICT
Charlotte County, Florida**

Notice is hereby given that the Tern Bay 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 on February 4, 2026 at 1:00 P.M. ("**Project Manual Issuance Date**") and may be obtained by sending an email to Richard Freeman, Asset Manager, Rfreeman@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.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 eight hard copies of their written proposal AND a PDF file on a flash-drive no later than February 20, 2026 at 1 p.m. (EST) at the offices of Calvin, Giordano & Associates, Brooks Executive Suites, 9900 Coconut Rd, Suite 346, Bonita Springs 34125 Attention: James P. Ward, District Manager. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in the amount of five thousand dollars (\$5,000.00) with its proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. 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 (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Project Manual Issuance Date. 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, which is available from the District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Phone 954-658-4900, E-Mail: JimWard@JPWardAssociates.com or from the Asset Manager, Richard Freeman, C/O Calvin, Giordano & Associates, Phone (954) 644-9630, E-Mail: Rfreeman@cgasolutions.com.

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 Richard Freeman at RFreeman@cgsolutions.com, and Greg Urbancic at gurbancic@cyklawfirm.com with a further copy to: James P. Ward at JimWard@JPWardAssociates.com.

Tern Bay Community Development District
James P. Ward, District Manager

TERN BAY COMMUNITY DEVELOPMENT DISTRICT

**Landscape & Irrigation Maintenance Services
Charlotte County, Florida**

Instructions to Proposers

1. DUE DATE. Eight hard copies of interested party’s (“**Proposer**”) written proposal (“**Proposals**”) AND a PDF file on a flash-drive must be received no later than February 20, 2026, at 1 p.m. at the offices Calvin, Giordano & Associates, Brooks Executive Suites, 9900 Coconut Rd, Suite 346, Bonita Springs 34125 Attention: James P. Ward, District Manager. 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
February 4, 2026	RFP Notice is issued.
February 4, 2026	RFP package available for distribution.
February 10, 2026 at 10:30 am	On Site Meeting at main entrance with CDD staff
Upon notice to the Asset Manager	Site inspections available at any time.
February 16, 2026 at 4 p.m.	Deadline for questions.
February 20, 2026 at 1 p.m.	Proposals submittal deadline.

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 five-thousand dollars (\$5,000.00) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract - but not to exceed 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, paved paths, ground surface, 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. 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 on February 4, 2026 at 9:00 A.M. ("**Project Manual Issuance Date**") by sending an email to Richard Freeman, Asset Manager, RFreeman@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.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 Richard Freeman, Asset Manager, RFreeman@cgasolutions.com, and Greg Urbancic at gurbancic@cyklawfirm.com, with a further copy to James P. Ward at JimWard@JPWardAssociates.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 February 20, 2026, and at 4 pm. 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 eight (8) hard copies AND a PDF file on a flash-drive, 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 (Tern Bay 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, re-advertise, 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 of the 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 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 District 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 or as authorized pursuant to this RFP.

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 the Project Manual Issuance Date, 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 a notice of such a decision. Such protests must be filed at: District

Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Attention: Jim Ward and at the office of the District Attorney, c/o Coleman, Yovanovich, & Koester, Northern Trust Building, 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103, Attention Mr. Greg Urbancic. 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 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 Five Thousand Dollars (\$5,000.00). 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.

**TERN BAY
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment _____ (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. Experience _____ (20 Points Possible) (____ Points Awarded)

This category addresses 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. Understanding Scope of RFP _____ (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 the response to the RFP accurately reflect all information as requested by the District, including but not limited to 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. Financial Capacity _____ (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. Price _____ (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) 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 Price evaluation.

EXAMPLE: Contractor “A” turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 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 (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor “B” will receive 19.81 of 25 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 (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor “C” will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (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, 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 _____ ("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 Tern Bay 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 February 20, 2026**), 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

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 _____, 20__.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF

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

**PROPOSAL FORM
PART I - GENERAL INFORMATION**

- *Proposer General Information:*

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 (if 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, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ 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 ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Expiration Date _____

- *Licensure* - Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

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 This Project: _____%

Please describe the person's role 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: _____

- *Subcontractors - Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ 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 / 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:*

- *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
FOR PARENT COMPANY (if applicable)			

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

**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:*

2025 = _____

2024 = _____

202= _____

- *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: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site:

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects - continued)*

Project Name/Location:

Contact: _____ Contact

Phone: _____

Project

Type/Description: _____

Dollar Amount of

Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site:

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects - continued)*

Project Name/Location:

Contact: _____ Contact

Phone: _____

Project

Type/Description: _____

Dollar Amount of

Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site:

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects - continued)*

Project Name/Location:

Contact: _____ Contact

Phone: _____

Project

Type/Description: _____

Dollar Amount of

Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site:

List of subcontractors used: _____

Is this a current contract? 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: _____

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 ___*

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 more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- *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 ___ 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.*

PART 2

General Landscape Maintenance - Edging and Trimming

MARCH 15 - NOVEMBER 1 - Once a week	\$	Ev Wk
NOVEMBER 1 - MARCH 14 - Once every two weeks	\$	Ev 2 Wks

All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at 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. 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.

PART 3

TREE AND SHRUB CARE -

Tree Trimming	\$	Once/Year
Shrub Trimming (Total Cost)	\$	8 Times/Year
Shrub Trimming (Provide Cost Per Trim)	\$	Cost/Trim

All deciduous trees less than 15' in height 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 always appear neat. 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 streetlights 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

always maintaining 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 Heritage Landing. 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 always pulled away from the base of ALL landscape lights, 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.

PART 4

WEEDS AND GRASSES

Yearly Each	\$ \$	Total 24X per year
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All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be always cultivated and maintained in an orderly fashion. 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. HAND PULLING MUST BE PERFORMED.

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.

PART 5

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

Any fertilizer ordinance in place for Charlotte 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 CHARLOTTE COUNTY, ISSUED BY THE

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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.

del

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off all hard surfaces onto lawns or beds in order to avoid staining. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY 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.

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 all rights to payment for the applications made without notification.

ST. AUGUSTINE (per specifications in Part 5)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL TONS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	16-0-8	1 lbs. N/1000 SF	8.5	
April	16-0-8	1 lbs. N/1000 SF	8.5	
June	16-0-8	1lbs. N/1000 SF	8.5	
October	16-0-8	1lbs. N/1000 SF	8.5	

NOTE: A complete fertilizer will vary according to soil test results, subject to a rate of 4-6 obs. N/1000 sq. ft/ year. A minimum 50% Nitrogen shall be in slow release form.

PALMS (per specifications in Part 5)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	8N-2P205-12K20+4MG	1.5lgs/100sf	5.6 tons	
April	8N-2P205-12K20+4MG	1.5lgs/100sf	5.6 Tons	
October	8N-2P205-12K20+4MG	1.5lgs/100sf	5.6 Tons	

(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 themselves 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 pests 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.

* 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 the month after 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.

The CDD 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.

\$ 12 times / 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 7

Irrigation (All labor and materials) **\$ /Yr**

Contractor shall inspect the irrigation system 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 proposal. This information shall be provided on a separate spreadsheet.

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. Test automatic protection devices

GRAND TOTAL (PARTS 1 - 8- This is what contract will be written for)

	\$	/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
B.	Bush-Hog w/operator	\$	Hour
C.	Tractorw/operator	\$	Hour
D.	Supervisor with Transportation	\$	Hour
E.	Laborer with hand equipment	\$	Hour
F.	Truck w/driver	\$	Hour
G.	Irrigation Tech	\$	Hour
H.	Granular Pesticide Applicator Person with Drop Spreader	\$	Hour
I.	Liquid Pesticide Applicator Person with Spray Truck	\$	Hour
J.	Granular Fertilizer Applicator Person with Drop Applicator	\$	Hour
K.	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
O.	Lump Sum Mowing ⁽¹⁾ ,	\$	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:		
	Hour	\$	per
	Hour	\$	per
	Hour	\$	per
B.	Debris removal equipment unit costs:		
	Hour	\$	per
	Hour	\$	per
	Hour	\$	per
C.	Other emergency/disaster related unit costs:		
	Hour	\$	per
	Hour	\$	per
	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.

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 _____, 2026.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE 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 Tern Bay 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 _____ 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.)

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 _____, 2026.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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 Tern Bay 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 _____ 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.

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 _____, 2026.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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 _____, 2026, by and between:

Tern Bay Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Charlotte County, Florida, and having offices at c/o District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308 ("District"); and

_____, a _____, whose address is _____ (the "Contractor," and collectively with the District, the "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 _____ to act as the District Representatives. The Contractor shall not take direction

from anyone other than the District Representatives (e.g., the Contractor shall not 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 prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 18 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor’s payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor’s compensation. Any oversight by the District Representatives of Contractor’s Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor’s responsibility to perform the Work 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 _____, 2026 and end _____, 2027 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement.

b. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District’s sole discretion.

c. As compensation for the Work, the District agrees to pay Contractor _____ (\$_____) per year, in monthly amounts of _____ (\$_____). 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.

d. *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.

e. *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.

f. *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 sub-contractors.
- h. All policies required by this Agreement, with the exception 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:

If to the District:

A.

Tern Bay Community Development District
2301 Northeast 37th Street
Ft. Lauderdale, Florida 33308
Attn: District Manager, Mr. James P. Ward

With a copy to: Coleman Yovanovich & Koester
Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Attn: District Counsel, Mr. Greg Urbancic

B. **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 Charlotte 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 JPWard and Associates ("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 (954-658-4900, OR BY EMAIL AT JIMWARD@JPWARDASSOCIATES.COM, OR BY REGULAR MAIL AT 2301 NE 37TH STREET, FORT LAUDERDALE, FLORIDA 33308.

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. **E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2026, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith

belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

36. **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:

By: _____
 Secretary
 Assistant Secretary

**TERN BAY
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
 Chairperson
 Vice Chairperson

Date: _____

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES**PART 1****GENERAL LANDSCAPE MAINTENANCE**

- 1) MOWING - All grass areas will be mowed on the following schedule:
- 2) **Sod Square Footage** - 1,760,000/ **Plant Bed Square Footage** - 1,540,000

March 15 - NOVEMBER 1 - Once a week

NOVEMBER 1 - March 14 - Once every two weeks

This schedule estimates that there will be between 40 - 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 quarter (3/4) to one and one quarter (1 1/4) inches & Zoysia at a height of one (1) to one and one half (1 1/2) 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. And 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 clock 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.

3) 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. 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.

1) 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 Skye Ranch. 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. HAND PULLING MUST BE PERFORMED.

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) 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.

6) 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 St. Johns 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 CHARLOTTE 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:

January	A complete fertilizer based on soil tests + PreM
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	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

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. 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 RESPONSIBILITY 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 **MUST** 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, chinch bugs, grubs, nematodes, fire ants, 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.

These inspections shall include:

B. 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.

C. Water Sources

1. Visual inspection of water source
2. 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

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 Charlotte County or any other governmental agencies. It is the responsibility of the Contractor to insure 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.

EXHIBIT "B"

Proposal Pricing (Part IV of Proposal Form)

EXHIBIT "C"

OTHER FORMS (NONE REQUIRED)

TERN BAY CDD

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE:

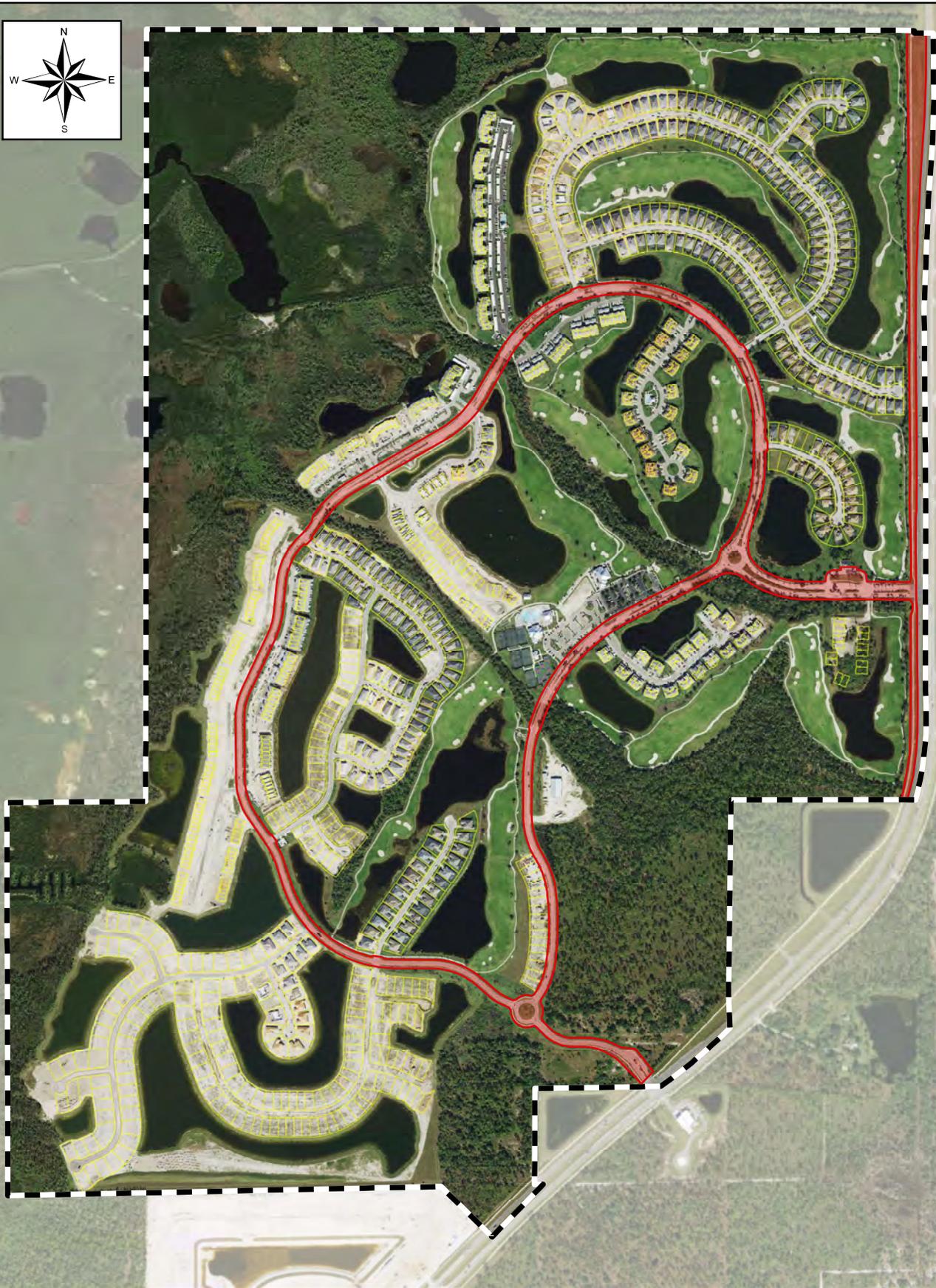
ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR

REPAIR: _____

IRRIGATION TECHNICIAN'S

NAME: _____ **REPRESENTATIVE NAME:**

(EXHIBIT "D")
MAINTENANCE MAP



Tern Bay CDD

Legend

-  CDD Landscape Maintenance Responsibilities
-  Parcel Outlines
-  Heritage Landing Boundary

Date: 11/6/2025





Juniper

DESIGN | BUILD | MAINTAIN

Tern Bay CDD

Juniper Landscaping of Florida, LLC.

4415 Metro Parkway Ste 300 Ft. Myers FL 33916

Federal ID# 26-4242641

FL ID # L09000012442

FL License #SCC131152351

239-561-5980

Jerei Ellen Parks 239-940-9814





Thank you for allowing Juniper Landscaping to be a part of your proposal process and provide you at Tern Bay CDD with a landscape maintenance proposal. Juniper Landscaping brings full-service landscaping services to you and your residents. We believe our guiding principles and commitment to quality will set us apart from other landscape companies. Moreover, our investment in experienced and talented irrigation, pest control, lawn care professionals, ensures that our clients receive the best care in Southwest Florida. Juniper Landscaping is solely dedicated to perform their tasks ensuring excellence and accuracy. We are passionate about providing extraordinary quality, first class service and personal commitment to honoring our word. We're professional, fair and honest, and we take tremendous pride in servicing our clients.

Juniper professionals have over 50 years combined of industry experience locally. We endeavor to maximize the value of our client's investments by enhancing appearance and function in a cost-effective manner. Again, I want to personally thank you for your time and commitment to the process. I promise you if you take the time to visit, talk and review our current projects you will be glad you have. Should you have any questions or to schedule an office and site tour please feel free to call me on my cell phone 239-940-9814.

With Sincere appreciation,
Jerei Ellen Parks

Jerei.parks@juniperlandscaping.com
www.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.



2001 Juniper Office

CENTRAL

ORLANDO
OCALA
BELLEVIEW
WESLEY CHAPEL
LAKELAND
LITHIA

WEST COAST

NAPLES
BONITA SPRINGS
FORT MYERS
VENICE
SARASOTA
BRADENTON
TAMPA

EAST COAST

FORT LAUDERDALE
WEST PALM
VERO BEACH
PORT ST LUCIE
MELBORNE
VIERA

COMPANY OVERVIEW

SERVICES & QUALIFICATIONS

DESIGN



BUILD

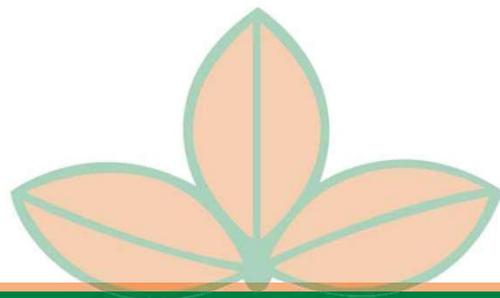


MAINTAIN



Resources & Qualifications

- 3,200+ 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
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



LOCAL BRANCHES

YOUR LOCAL LANDSCAPE EXPERTS

FORT MYERS

5880 Staley Rd.
Fort Myers, FL 33905

BONITA SPRINGS

12450 Tower Rd.
Bonita Springs, FL 34135

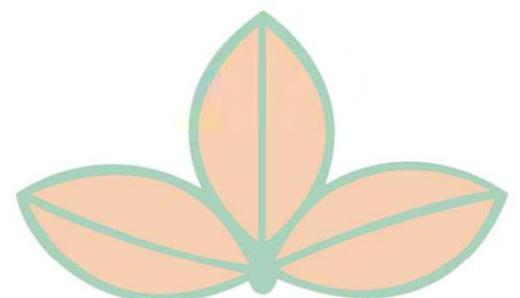
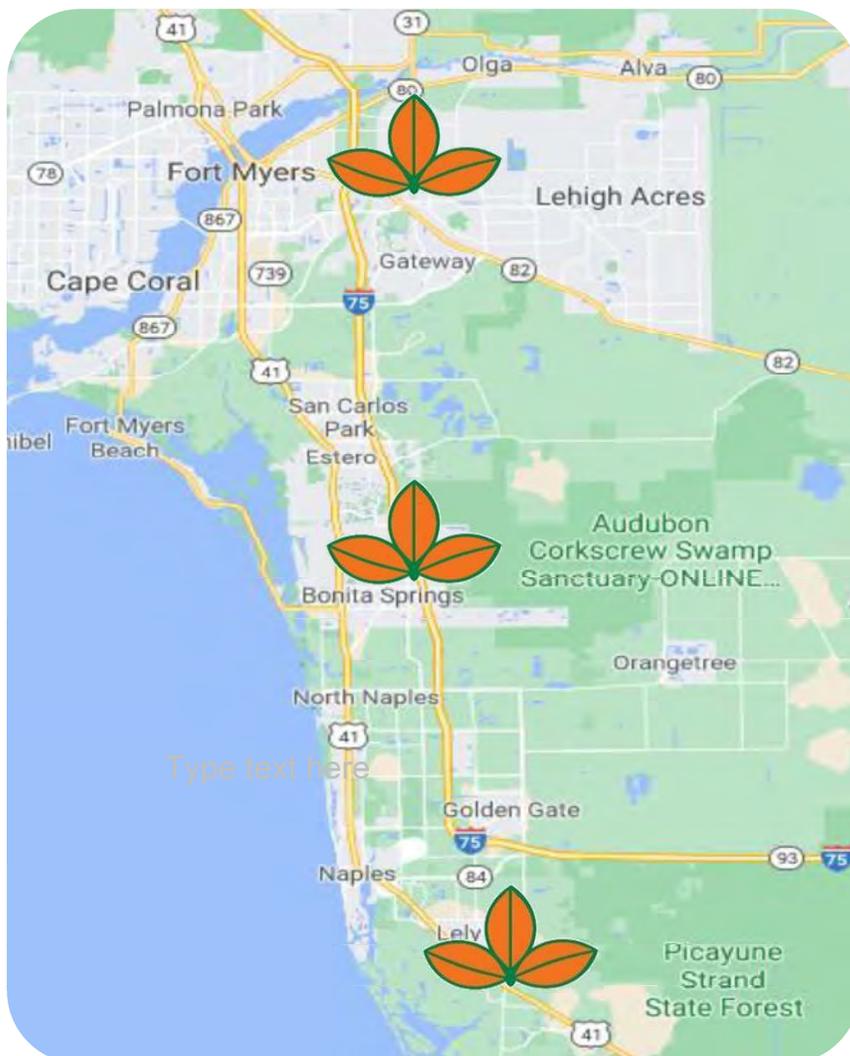
NAPLES

212 Price Street
Naples, FL 34113

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



MANAGEMENT APPROACH

RESOURCES



OUR CORE VALUES

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

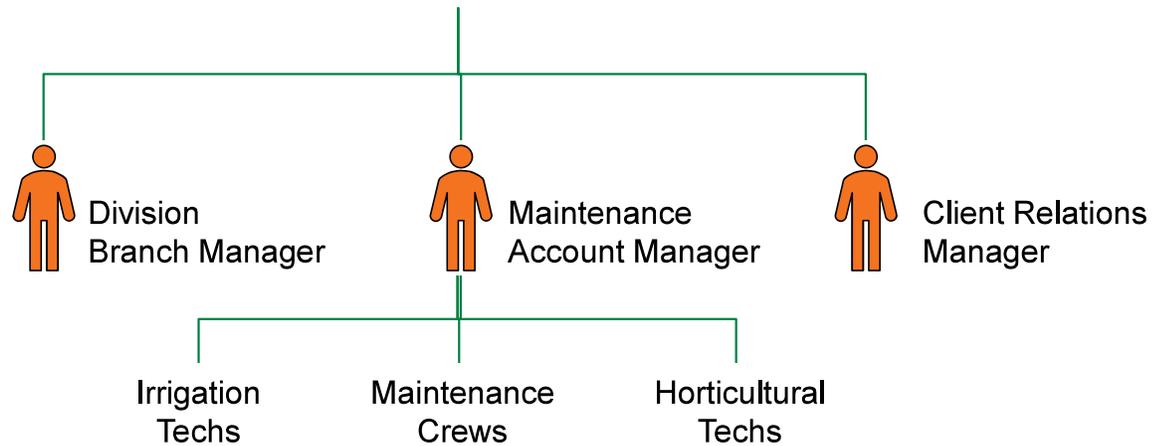
MAINTAIN - SUPPORT TEAM

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

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



MANAGEMENT APPROACH



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 water management team will effectively work to conserve your water supply. Water management is the key to a healthy landscape. By properly monitoring water quality and output, Juniper is able to establish a resilient root system while minimizing disease and pests. This multi-step process requires continuous review from environmental, operational, and management teams.

TOTAL QUALITY MANAGEMENT: SERVICE REPORTS & MAPS - SAMPLES

Fertilization & Pest Reports

Horticulture Maintenance Check
 Client Name: _____
 Client Address: _____
 Job #: _____
 Technician: _____ Date: _____


 Design - Build - Maintain

LAWN CHECKLIST		SHRUB CHECKLIST		Products Used	Qty	Date	Reason	Temp
Granular Fertilizer	Micro Nutrients	Granular Fertilizer						
Liquid Fertilizer	Iron							

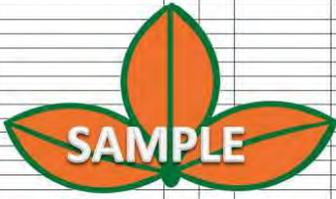
WEED CONTROL	INSECT CONTROL	INSECT CONTROL
Grounds	Chick Peas	Scale
Sage	Wink Cicada	Spider mites
Cransy	Sod webworms	Leaf bugs
Other	Army worms	Aphids
	Fire ants	Caterpillars
	Other	White flies
		Thrips
		Other

DISEASE CONTROL
 Brown patch
 Leaf spot
 Collar spot
 Other

DISEASE CONTROL
 Leaf spot
 Sooty mold
 Powdery mildew
 Root rot
 Other

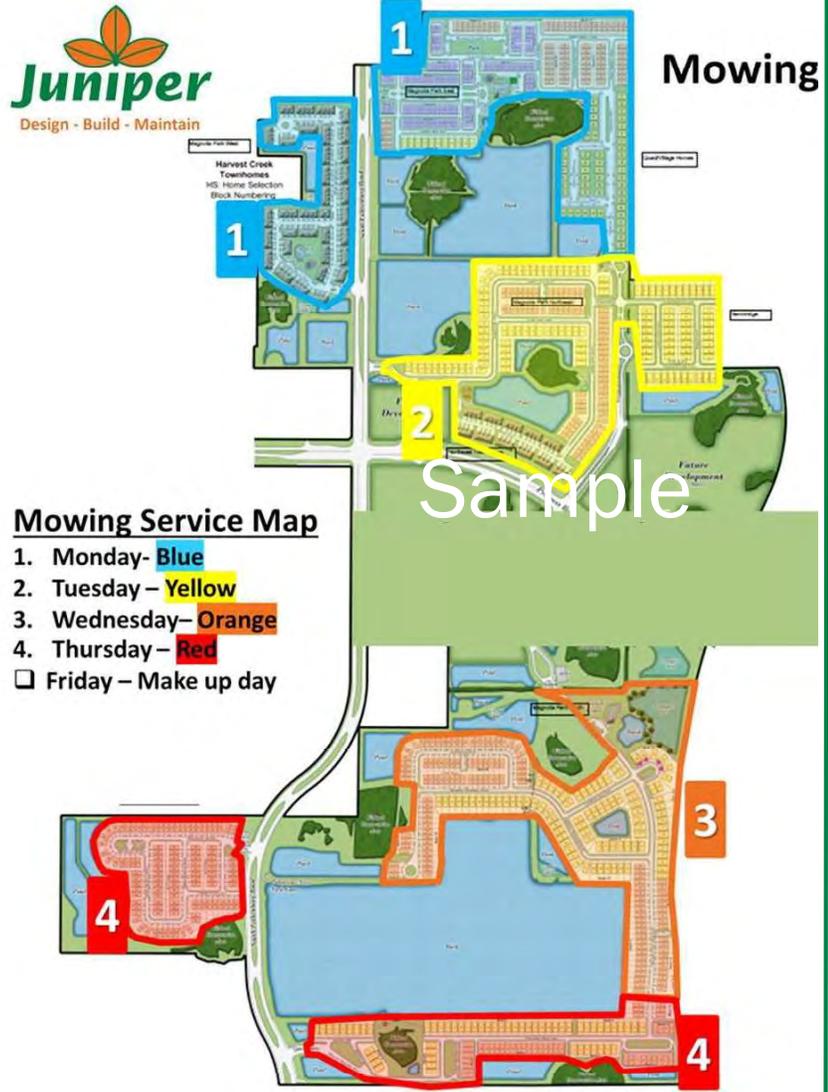
NOTES

TECHNICIAN'S SIGNATURE



Regular service schedule maps are created for each community.

Service Rotation Map



Irrigation Reports


 Design - Build - Maintain

Job Name: _____
 Controller Name: _____
 Date: _____ Page #: _____ of _____

Start Times	Seasonal Adjust	Run Days	Checked Weather Sensor
Program A	%	M T W T F S S	Yes / No
Program B	%	M T W T F S S	Weather Sensor
Program C	%	M T W T F S S	Working / Not Working
Program D	%	M T W T F S S	

Controller Make & Model: _____
 Controller Status: _____
 POC info: _____
 Pump Status & Type: _____

WORKING		NOT WORKING	
POTABLE WATER	Recirc Water	Well Water	Lake Water
PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number

Spray, Retor, MTP, Drip, or Subirrig

Run Time (Program): _____

Battery Pack/Doubler/Addon/Zone

Zone Faults or Alarms

Contract/Maintenance (No Charge):

Maintenance Repairs

Clogged nozzles

Head Straightened/Adjusted

Billable Repairs or Upgrades:

Head broken - 6" spray

Head broken - 12" spray

Head broken - 8" mist

Head broken - 12" rotor

Broken filter

Upgrade 4" to 8" Pop Up

Upgrade 8" to 12" Pop Up

Nozzle - MPB

Nozzle - MP rotator

Severe Line Clog

Lateral Line Break

Relocation

Head Raised or Lowered-Turf

Head Raised or Lowered-Shrub

Damaged Valve Box

Valve - Inoperative/Sticking

Additional Labor/Troubleshoot

Other-See Comments

Additional Comments:

Technician Name: _____ Signature: _____

Did you contact the Account Manager? YES / NO

What time? _____

Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO



MESSAGE FROM JUNIPER MANAGEMENT:

STANDARD SERVICES UPDATE

SERVICE	ANNUAL SERVICE AGREEMENT	COMPLETED SERVICES (YTD)	WEEKLY PROGRESS NOTES
Mowing	42	42	<ul style="list-style-type: none"> All mowing services for the week have been completed on time. Additional to bed edging, we have been continuing with hard edging and weeding.
Pruning	10	10	<ul style="list-style-type: none"> The entire waterside pruning for this trim cycle is now complete, including the cleaning of any tree/palm under 14' Shell Point BLVD from Waterside to the entrance to Coastal Links was pruned this week Next week they will work there way through the Estuary and then to the Clubhouse when the Estuary is completed
IPM (Fungus & Weed Control)	12	12	<ul style="list-style-type: none"> IPM was performed 1ST and 2nd week of November . We apply a Post Emergent Liquid Herbicide targeting broadleaf weeds in the turf. If you see dark patches, this means the treatment is working, and not to worry.
Shrub Fertilization	3	3	<ul style="list-style-type: none"> App 1 – 1/23-1/26 App 2 – 04/03-04/06 8-10-10 With palm micro package Completed in December 2023
Turf Fertilization	4	4	<ul style="list-style-type: none"> App -1 completed week of 10/6/2023 App 2 – 11/11 Third application completed the week of 1-12-24 Fourth application completed 3-22-24
-Irrigation Wet /Check	12	12	<ul style="list-style-type: none">
Ornamental Bed Treatment	12	12	<ul style="list-style-type: none">

PROJECT MANUAL FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
TERN BAY
COMMUNITY DEVELOPMENT DISTRICT

February 2026

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**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR
PROPOSALS**

TERN BAY COMMUNITY DEVELOPMENT DISTRICT

Charlotte County, Florida

Notice is hereby given that the Tern Bay 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 on February 4, 2026 at 1:00 P.M. (“**Project Manual Issuance Date**”) and may be obtained by sending an email to Richard Freeman, Asset Manager, Rfreeman@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.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 eight hard copies of their written proposal AND a PDF file on a flash-drive no later than February 20, 2026 at 1 p.m. (EST) at the offices of Calvin, Giordano & Associates, Brooks Executive Suites, 9900 Coconut Rd, Suite 346, Bonita Springs 34125 Attention: James P. Ward, District Manager. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of five thousand dollars (\$5,000.00) with its proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. 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 (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Project Manual Issuance Date. 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, which is available from the District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft.Lauderdale, Florida 33308, Phone 954-658-4900, E-Mail: JimWard@JPWardAssociates.com or from the Asset Manager, Richard Freeman, C/O Calvin, Giordano & Associates, Phone (954) 644-9630, E-Mail: RFreeman@cgasolutions.com.

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 Richard Freeman at RFreeman@cgasolutions.com, and Greg Urbancic at gurbancic@cyklawfirm.com with a further copy to: James P. Ward at JimWard@JPWardAssociates.com.

Tern Bay Community Development District James P.
Ward, District Manager

TERN BAY COMMUNITY DEVELOPMENT DISTRICT

**Landscape & Irrigation Maintenance Services Charlotte
County, Florida**

Instructions to Proposers

1. DUE DATE. Eight hard copies of interested party’s (“**Proposer**”) written proposal (“**Proposals**”) AND a PDF file on a flash-drive must be received no later than February 20, 2026, at 1 p.m. at the offices Calvin, Giordano & Associates, Brooks Executive Suites, 9900 Coconut Rd, Suite 346, Bonita Springs 34125 Attention: James P. Ward, District Manager. 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
February 4, 2026	RFP Notice is issued.
February 4, 2026	RFP package available for distribution.
February 10, 2026 at 10:30 am	On Site Meeting at main entrance with CDD staff
Upon notice to the Asset Manager	Site inspections available at any time.
February 16, 2026 at 4 p.m.	Deadline for questions.
February 20, 2026 at 1 p.m.	Proposals submittal deadline.

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 five-thousand dollars (\$5,000.00) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed 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, paved paths, ground surface, 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. 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 on February 4, 2026 at 9:00 A.M. (“**Project Manual Issuance Date**”) by sending an email to Richard Freeman, Asset Manager, RFreeman@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.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 Richard Freeman, Asset Manager, RFreeman@cgasolutions.com, and Greg Urbancic at gurbancic@cyklawfirm.com, with a further copy to James P. Ward at JimWard@JPWardAssociates.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 February 20, 2026, and at 4 pm. 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 eight (8) hard copies AND a PDF file on a flash-drive, 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 (Tern Bay 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, re-advertise, 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 of the 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 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 District 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 or as authorized pursuant to this RFP.

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 the Project Manual Issuance Date, 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 a notice of such a decision. Such protests must be filed at: District

Manager, c/o JP Ward & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Attention: Jim Ward and at the office of the District Attorney, c/o Coleman, Yovanovich, & Koester, Northern Trust Building, 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103, Attention Mr. Greg Urbancic. 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 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 Five Thousand Dollars (\$5,000.00). 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.

TERN BAY
COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS LANDSCAPE
MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel & Equipment _____ (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. Experience _____ (20 Points Possible) (_____ Points Awarded)

This category addresses 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. Understanding Scope of RFP _____ (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 the response to the RFP accurately reflect all information as requested by the District, including but not limited to 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. Financial Capacity _____ (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. Price _____ (25 Points Possible) (_____ Points Awarded)

A full twenty-five (25) 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 Price evaluation.

EXAMPLE: Contractor “A” turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 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 (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor “B” will receive 19.81 of 25 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 (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor “C” will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (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, 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
COUNTY OF Lee

Before me, the undersigned authority, appeared the affiant, Brandon Duke, 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 CEO for Juniper Landscaping ("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 Tern Bay 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 February 20, 2026**), 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

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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.

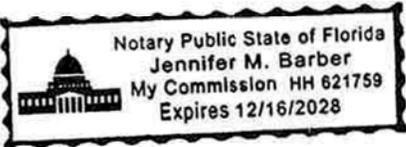
Dated this 16 day of February, 2026

Proposer: Juniper Landscaping
By: [Signature]
Title: CEO

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of February, 2026 by M. Brandon Duke, as CEO of Juniper Landscaping, who appeared before me this day in person, and who is either personally known to me, or produced [Signature] as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC, STATE OF Florida

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

PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name JUNIPER LANDSCAPING

Street Address 4415 METRO PARKWAY SUITE 300

P. O. Box (if any) _____

City FT. MYERS State FLORIDA Zip Code 33916 Telephone 239-561-5980

_____ Fax no. N/A

1st Contact Name Alberto Toucet Title BRANCH MGR

2nd Contact Name KYLE LEVERETTE Title REGIONAL DIRECTOR

Parent Company Name (if 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: CORPORATION
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? FLORIDA Date 2/6/2009

Is the Proposer in good standing with that State? Yes X 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?

General Liability	<u>\$1 MIL/\$2 MIL</u>
Automobile Liability	<u>\$1 MIL/\$2 MIL</u>
Workers Compensation	<u>\$1 MIL</u>
Expiration Date	<u>7/1/2026</u>

- Licensure – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PLEASE SEE ENCLOSED LICENSES IN PROPOSAL

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- List the location of the Proposer’s office, which would perform work for the District.

Street Address 5880 STALEY ROAD

P. O. Box (if any)

City FT. MYERS State FLORIDA Zip Code 33905

Telephone 239-561-5980 Fax no. N/A

1st Contact Name ALBERTO TOUCET Title BRANCH MGR.

2nd Contact Name KYLE LEVERETTE Title REGIONAL DIR.

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

1 Supervisors, who will be onsite 2 days per week;
1 Technical personnel, who will be onsite 2 days per week; and
8 Laborers, who will be onsite 2 days per week. or 4 for 4 days if preferred

- 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: Mark Troke

Position / Certifications: CPCO

Duties / Responsibilities: Oversee and monitor Integrated Pest Management

% 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: River Hall

Contact: VaniaPeal Contact Phone: 239-634-0302

Project Type/Description: Large HOA

Duties / Responsibilities: Full service landscape maintenance

Dollar Amount of Contract: 1.2 million

Proposer’s Scope of Services for Project: Full service landscape maintenance as well as additional work which includes nut not limited to installs, redesign, arbor care, etc.

Dates Serviced: 2015-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 / Responsibilities: _____

Please describe the subcontractor’s role in other projects on behalf of the Proposer: Project

Name/Location: N/A

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:*

Juniper is an e-verify company and runs background checks on all new hires

- *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.*

TERN BAY COMMUNITY DEVELOPMENT DISTRICT – RFP LANDSCAPING

OFFICERS

PROPOSER: JUNIPER LANDSCAPING _____

DATE: 2/20/2026 _____

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	OVERSIGHT/PLANNING	FT. MYERS, FL
JAKE RUBIN	COO	RUN DAY TO DAY OPERATIONS	WESLEY CHAPEL, FL
DAN deMONT	CRO	BUSINESS DEVELOPMENT	FT. MYERS, FL
STACIE TRACE	CHRO	HUMAN RESOURCES	FT. MYERS, FL
MARCELO GOULART	CFO	FINANCIALS	FT. MYERS, FL
FOR PARENT COMPANY (if applicable)			

TERN BAY COMMUNITY DEVELOPMENT DISTRICT – RFP LANDSCAPING

SUPERVISORY

PERSONNEL

WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: JUNIPER LANDSCAPING _____

DATE: 2/20/2026 _____

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
Alberto Toucet	Branch Manager	Operations	Fort Myers	As Needed	2 years	13
Jorge Gonzalez	Irrigation Manager	Irrigation	Fort Myers	As Needed	2 years	10+
Mark Troke	Agronomy Manager	Agronomy Program	Fort Myers	As Needed	1 year	10+
Nick Yaccarino	Account Manager	On Site manager	Fort Myers	As Needed	6 Years	6 Years

TERN BAY COMMUNITY DEVELOPMENT DISTRICT – RFP LANDSCAPING

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

PROPOSER: JUNIPER LANDSCAPING _____

DATE: 2/20/2026 _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
Isusu NPR	Dump truck	1	Fort Myers Branch
Ford Maverick	Irrigation Tech (Wet Check)	2	Fort Myers Branch
Ford F250	Agronomy Department	Route	Fort Myers Branch

PROPOSAL FORM PART III
– EXPERIENCE

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

Name/Location: Project Waterford CDD, 7900 Waterford Parkway, Punta Gorda, FL 33950

Contact: Paul Winkeljohn

Phone: pwinklejohn@gmssf.com

Project

Type/Description: Community Development District

Amount of Dollar: 84k

Contract: _____

Scope of Services for Project: Full service landscape maintenance

Dates Serviced: 2018-2023

- *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:*

2025 =\$340,000,000.00

2024 =\$295,700,161.00

2023=\$213,768,658.00

TERN BAY COMMUNITY DEVELOPMENT DISTRICT – RFP LANDSCAPING

- 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: RiverHall

Contact: VaniaPeal Contact Phone: 239-634-0302

Project Type/Description: Large HOA

Dollar Amount of Contract: 1.2 million

How was the project similar to this project? Includes Common elements of the HOA that are require
similar services as requested in this RFP

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

All exterior landscape services, mowing, pest control, fert, weed control, irrigation & pruning, annual plantings, palm pruning.

List of equipment used on site:

All standard landscape equipment that is needed to meet the expectations of the community

List of subcontractors used: None

Is this a current contract? Yes No

Duration of contract: 3 years

- *(Information regarding similar projects – continued)*

Project Name/Location:

Sandoval HOA Cape Coral, FL

Contact: Chuck Keel

Contact Phone: 239-460-6165

Project: Sandoval HOA

Type/Description:

Dollar Amount of 1.2 million

Contract:

How was the project similar to this project?

We service the common areas of this large HOA with similar scope of services

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

All of the above and pruning, annuals, palm care.

List of equipment used on site:

Standard professional landscape equipment required to meet or exceed the expectations of the community

List of subcontractors used: None

Is this a current contract? Yes No

Duration of contract: 2 years

- *(Information regarding similar projects – continued)*

Project Name/Location:

Palmetto Landing

Contact: Rebecca Sarver

Contact Phone: 239-910-0386

Project: Palmetto Landing

Type/Description: Large HOA

Dollar Amount of: \$265k

Contract:

How was the project similar to this project?

Common areas require a similar scope of services

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

Full service landscape contract , includes pruning.

List of equipment used on site:

All professional equipment needed to meet the expectaions of the community

List of subcontractors used: None

Is this a current contract? Yes X No

Duration of contract: 2 years

- *(Information regarding similar projects – continued)*

Project Name/Location: Asher Park

Contact: Rebecca Sarver

Contact Phone: 239-910-0386

Project: Asher Park

Type/Description: Large HOA

Dollar Amount of: 100k

Contract:

How was the project similar to this project?

Large common areas and amenities that require a similar scope of services.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, ~~thatch removal~~, irrigation, etc.): Full service landscape contract, pruning, palm care.

List of equipment used on site:

All professional landscape equipment necessart to meet the expectations of the client

List of subcontractors used: None

Is this a current contract? Yes No

Duration of contract: 10 years / with Rebecca

- *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 X No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: Bridgetown at Plantation
Contact: Bonnie Hapner Contact Phone: Bhapner@castlegroup.com
Project Type/Description: HOA
Dollar Amount of Contract: _____
Scope of Services for Project: Full service landscape maintenance

Dates Serviced: Lost in December 2025

Reason for Termination: Communication issues with the work order system.

- *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? 1.1

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 _____ No X

If yes, please describe each incident _____

- *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.*

N/A _____

- *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.*

N/A

**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 (Mowing)	\$75,908.17	Yr (total)
Mowing – All grass areas will be mowed on the following schedule:		
MARCH 15 – NOVEMBER 1 – Once a week	\$1,977.51	Ev Wk
NOVEMBER 1 – MARCH 14 – Once every two weeks	\$1,327.76	Ev 2 Wks

This schedule estimates that there will be between 40 – 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 four (4) inches. Each mowing should leave the St. Augustine grass to be maintained at a height of three and one half (3 1/2) to four (4) 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 anyone mowing. All blades shall be always kept sharp to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn if 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. And 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 clock 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 mowing event. Contractor is to include in his proposal, 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.

PART 2

General Landscape Maintenance – Edging and Trimming

MARCH 15 – NOVEMBER 1 – Once a week	\$1,972.8	Ev Wk
NOVEMBER 1 – MARCH 14 – Once every two weeks	\$1,972.8	Ev 2 Wks

All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at 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. 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.

PART 3

TREE AND SHRUB CARE –

Tree Trimming		\$ N/A	Once/Year
Shrub Trimming (Total Cost)		\$91,239.12	8 Times/Year
Shrub Trimming (Provide Cost Per Trim)		\$11,404.89	Cost/Trim

All deciduous trees less than 15’ in height 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 always appear neat. 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 streetlights 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

always maintaining 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 raked" 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 Heritage Landing. 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 always pulled away from the base of ALL landscape lights, 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.**

PART 4

WEEDS AND GRASSES

Yearly Each	Included with Mow \$	Total 24X per year
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All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be always cultivated and maintained in an orderly fashion. 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. HAND PULLING MUST BE PERFORMED.

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.

PART 5

Fertilization (All labor and materials)	\$33,494.3	Yr
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(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

Any fertilizer ordinance in place for Charlotte 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 CHARLOTTE COUNTY, ISSUED BY THE

TERN BAY COMMUNITY DEVELOPMENT DISTRICT – RFP LANDSCAPING

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.

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Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off all hard surfaces onto lawns or beds in order to avoid staining. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY 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.

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 all rights to payment for the applications made without notification.

ST. AUGUSTINE (per specifications in Part 5)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL TONS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	16-0-8	1 lbs. N/1000 SF	8.5	6731.09
April	16-0-8	1 lbs. N/1000 SF	8.5	6731.09
June	16-0-8	1lbs. N/1000 SF	8.5	6731.09
October	16-0-8	1lbs. N/1000 SF	8.5	6731.09

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

PALMS (per specifications in Part 5)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	8N-2P205-12K20+4MG	1.5lbs/100sf	5.6 tons	2189.98
April	8N-2P205-12K20+4MG	1.5lbs/100sf	5.6 Tons	2189.98
October	8N-2P205-12K20+4MG	1.5lbs/100sf	5.6 Tons	2189.98

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

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy three times per year (February, May, October). 100% of the N, K & Mg MUST 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.

Sable Palms are not to be fertilized in this RFP.

PART 6

Pest Control (All labor and materials)	\$2,341.67 Per App	12 times/Yr
		\$28,100.04

The CDD reserve the right to subcontract out any and all of these events.

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 control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for the 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 not 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 themselves 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 pests 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.

* 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 the month after 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.

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

Application of Top Choice for annual treatment of Fire Ants Will provide cost if/when needed

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.
 \$ 12 times / 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 7

Irrigation (All labor and materials) **\$47,191.92 /Yr**

Contractor shall inspect the irrigation system 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 proposal. This information shall be provided on a separate spreadsheet.

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. Test automatic protection devices

GRAND TOTAL (PARTS 1 - 7 This is what contract will be written for)

	\$ 358,791.15	/Yr
FIRST ANNUAL RENEWAL	\$ 365,966.97	/Yr*
SECOND ANNUAL RENEWAL	\$ 376,945.97	/Yr*
THIRD ANNUAL RENEWAL	\$ 388,254.34	/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	\$65	Hour
B.	Bush-Hog w/operator	\$175	Hour
C.	Tractorw/operator	\$175	Hour
D.	Supervisor with Transportation	\$N/A	Hour
E.	Laborer with hand equipment	\$65	Hour
F.	Truck w/driver	\$345 Load	Hour
G.	Irrigation Tech	\$75	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	\$75	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	\$75	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	\$75	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	\$75	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	\$75	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$75	Hour
N.	Laborer for Additional Trash Pick-Up	\$65	Hour
O.	Lump Sum Mowing ⁽¹⁾ ,	\$3950.31	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:

SEE ATTCHED STORM CLEAN UP LETTER WITH PRICING

A.	Debris removal personnel unit costs:		
	Hour	\$	per
	Hour	\$	per
	Hour	\$	per
B.	Debris removal equipment unit costs:		
	Hour	\$	per
	Hour	\$	per
	Hour	\$	per
C.	Other emergency/disaster related unit costs: Hour		
	Hour	\$	per
	Hour	\$	per
		\$	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.

*** SEE ATTACHED ***



Dear Property Owners & Representatives,

At Juniper, we take pride in our ability to respond swiftly and effectively to storms. We understand the complexities that arise after such events, which is why we have developed a comprehensive Storm Readiness Plan to help you prepare as well.

Our plan is a pre-executed agreement that commits both personnel and equipment, allowing us to dispatch resources quickly before and after the storm. Below, you will find a list of our updated rates for the year, along with a summary of the scope of work.

We recommend setting an adequate "not-to-exceed" budget based on historical data to ensure that work can proceed smoothly without delays. After the storm, our team will assist in adjusting the budget after a post-storm damage assessment and will provide weekly expense tracking in collaboration with your authorized representative.

We are committed to ensuring seamless and efficient storm recovery for your property.

Storm Response Rates:

- **\$85.00/hour (All non-arborist functions)**
- **\$375.00/truck for debris hauling***
- **\$125.00/hour for all Juniper owned equipment****
- **\$65.00/tree staking kit (Standard)**
- **\$95.00/tree staking kit (Large)*****
- **\$5,500.00/day (5 Person Arbor team and any necessary equipment including chipper truck, bucket truck, etc.)******

Debris hauling based on a Juniper service truck. With larger cleanup efforts we can deploy larger debris hauling trucks to reduce expenses. **If larger equipment is needed, such as a heavy loader or crane, it will be quoted at damage assessment. *In unique circumstances, additional staking may be required due to grade, tree species or size. This will be itemized and billed accordingly. Palms, in most circumstances, can be staked with the standard kit. ****Arbor services may only be deployed if the scope exceeds what our landscape crews can reasonably and safely handle.*

Pre-Storm Procedures:

1. Stage equipment on site (if applicable)
2. Appoint Juniper first responders

Post-Storm Procedures:

1. Clearing roadways, exits and any obstructions preventing residents from leaving
2. Clearing debris off homes or property
3. Saving, re-standing and staking downed trees starting with the highest value specimens
4. Clearing debris off common spaces
5. Loss assessment, restoration planning and budgeting

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 Juniper Landscaping ("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 16 day of February, 2026.

Proposer: Juniper Landscaping
By: [Signature]
Title: CEO

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of February 2026 by U. Branden Duke as CEO of Juniper Landscaping, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Jennifer Barber
(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 Tern Bay 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 CEO for Juniper Landscaping ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is 4415 Metro Pkwy Ste 300
Fort Myers, FL 33916
- 4. Proposer's Federal Employer Identification Number (FEIN) is 26-4242641

(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.

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.)

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 16 day of February, 2026.

Proposer: Juniper Landscaping
By: [Signature]
Title: CEO

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of February 2026 by M. Brandon Duke as CEO of Juniper Landscaping who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Jennifer Barber
(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 _____, 2026, by and between:

Tern Bay Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Charlotte County, Florida, and having offices at c/o District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308 (“District”); and

_____, a _____, whose address is _____ (the “Contractor,” and collectively with the District, the “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

_____ to act as the District Representatives. The Contractor shall not take direction

from anyone other than the District Representatives (e.g., the Contractor shall not 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 prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 18 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor’s payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor’s compensation. Any oversight by the District Representatives of Contractor’s Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor’s responsibility to perform the Work 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 _____, 2026 and end _____, 2027 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement.
- b. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District’s sole discretion.
- c. As compensation for the Work, the District agrees to pay Contractor _____ (\$ _____) per year, in monthly amounts of _____ (\$ _____). 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.

d. *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.

e. *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.

f. *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 sub-contractors.
- h. All policies required by this Agreement, with the exception 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:

If to the District:

A.

Tern Bay Community Development District 2301
Northeast 37th Street
Ft. Lauderdale, Florida 33308
Attn: District Manager, Mr. James P. Ward

With a copy to: Coleman Yovanovich & Koester
Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Attn: District Counsel, Mr. Greg Urbancic

B. 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 Charlotte 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 JPWard and Associates (“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 (954-658-4900, OR BY EMAIL AT JIMWARD@JPWARDASSOCIATES.COM, OR BY REGULAR MAIL AT 2301 NE 37TH STREET, FORT LAUDERDALE, FLORIDA 33308.

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. **E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2026, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith

belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

36. **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:

**TERN BAY
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

- Secretary
- Assistant Secretary

By: _____

- Chairperson
- Vice Chairperson

Date: _____

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

Date: _____

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

EXHIBIT “A”
SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

- 1) MOWING – All grass areas will be mowed on the following schedule:
- 2) **Sod Square Footage** – 1,760,000/ **Plant Bed Square Footage** – 1,540,000

March 15 – NOVEMBER 1 – Once a week NOVEMBER 1 –
 March 14 – Once every two weeks

This schedule estimates that there will be between 40 – 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 quarter (3/4) to one and one quarter (1 ¼) 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. And 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 clock 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.

3) 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. 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.

1) 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 raked" 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 Skye Ranch. 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. HAND PULLING MUST BE PERFORMED.

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) **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.**

6) **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 St. Johns 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 CHARLOTTE 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:

January	A complete fertilizer based on soil tests + PreM
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	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

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. 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 RESPONSIBILITY 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 **MUST** 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, chinch bugs, grubs, nematodes, fire ants, 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.

These inspections shall include:

B. 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.

C. Water Sources

1. Visual inspection of water source
2. 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

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 Charlotte County or any other governmental agencies. It is the responsibility of the Contractor to insure 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.

EXHIBIT “B”

Proposal Pricing (Part IV of Proposal Form)

EXHIBIT “C”

OTHER FORMS (NONE REQUIRED)

TERN BAY CDD IRRIGATION

REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE:

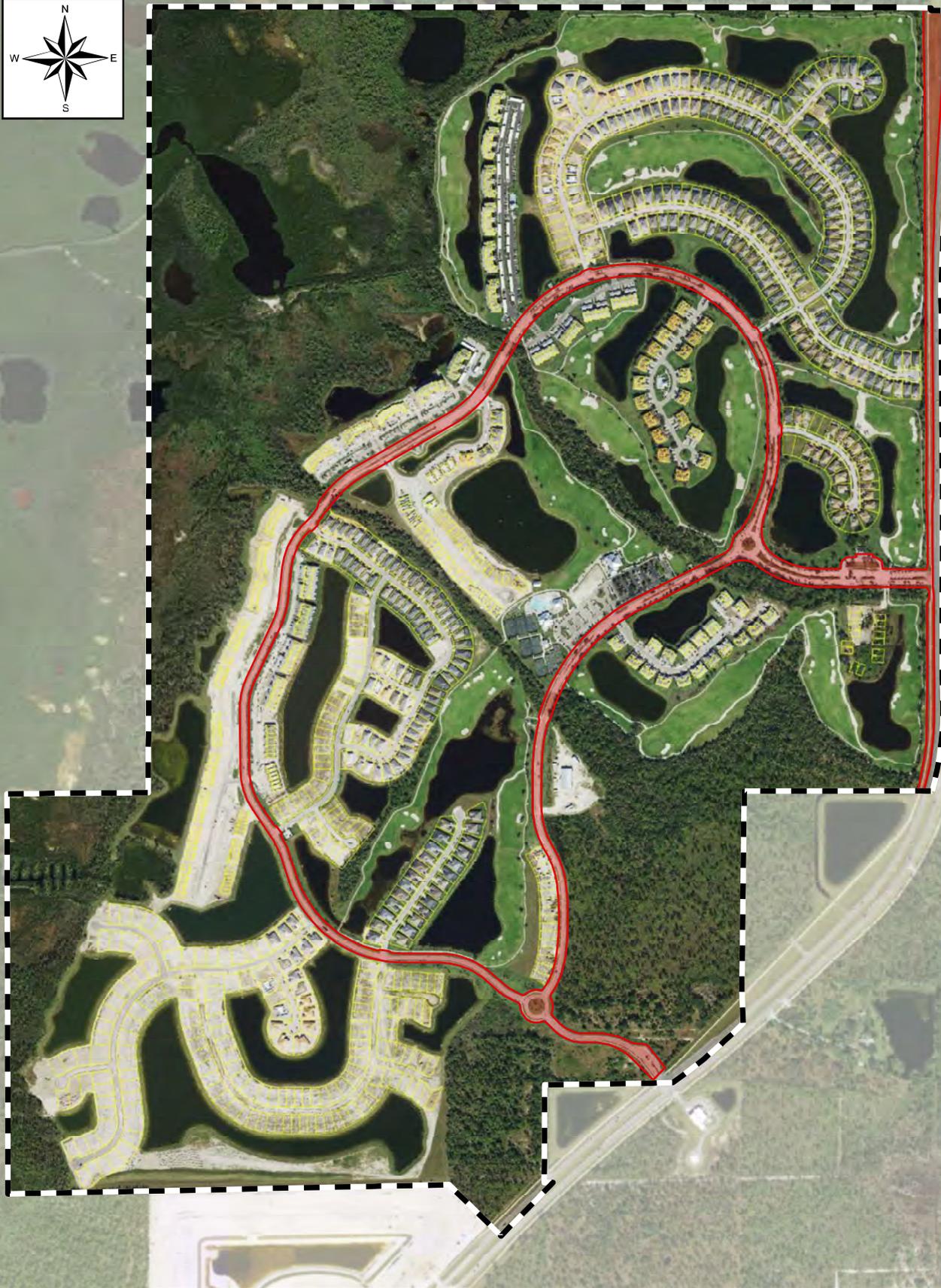
ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR
REPAIR: _____

IRRIGATION TECHNICIAN'S

NAME: _____ REPRESENTATIVE NAME:

(EXHIBIT “D”

MAINTENANCE MAP



Tern Bay CDD

Legend

-  CDD Landscape Maintenance Responsibilities
-  Parcel Outlines
-  Heritage Landing Boundary

Date: 11/6/2025





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 MARSH USA LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN138350647---25-26	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Juniper Landscaping of Florida, LLC 4415 Metro Pkwy Ste 300 Fort Myers, FL 33916-9425	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : General Security Indemnity Company Of AZ		20559
	INSURER B : Safety National Casualty Corporation		15105
	INSURER C : Great American Insurance Co.		16691
	INSURER D : American Guarantee & Liability Insurance Co.		
	INSURER E : Mercer Insurance Company		
INSURER F : Endurance American Specialty Insurance Company		41718	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GSA4639112661-01	07/01/2025	07/01/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Fire Damage	\$ 100,000
B	AUTOMOBILE LIABILITY			CA6676920	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
E	<input checked="" type="checkbox"/> ANY AUTO			22200099900 (\$2Mxs\$2M primary)	07/01/2025	07/01/2026	BODILY INJURY (Per person)	\$
F	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			EXT30091805100 (\$1Mxs\$4M)	07/01/2025	07/01/2026	BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			TUE 3161764 06 (\$5M Primary)	07/01/2025	07/01/2026	EACH OCCURRENCE	\$ 10,000,000
D	<input type="checkbox"/> EXCESS LIAB			AEC 6661232-02 (\$5Mxs\$5M)	07/01/2025	07/01/2026	AGGREGATE	\$ 10,000,000
	DED							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			LDS4069460 (FL,NC,PA,SC,TX)	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PS4069459 (WI) Deductible: \$500,000	07/01/2025	07/01/2026	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
G	Professional Liability			VPPL022057	01/01/2025	01/01/2026	Ded.: \$5K /Limit:	2,000,000
H	Pollution Liability			EV20184607-07	01/01/2025	01/01/2026	Ded.: \$10K /Limit:	3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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ADDITIONAL REMARKS SCHEDULE

<p>AGENCY MARSH USA LLC.</p>	<p>NAMED INSURED Juniper Landscaping of Florida, LLC 4415 Metro Pkwy Ste 300 Fort Myers, FL 33916-9425</p>
<p>POLICY NUMBER</p>	<p>EFFECTIVE DATE:</p>
<p>CARRIER</p>	
<p>NAIC CODE</p>	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

INSURERS AFFORDING COVERAGE/NAIC #

INSURER G: Gemini Insurance Company (10833)

INSURER H: Capital Specialty Ins Corp ()

Leased & Rented Equipment and Installation Floater:

Carrier: Munich Re Syndicate 457 at Lloyd's of London

Policy#: 01MRCM0001043-00

Dates: 07/01/2025 - 07/01/2026

Leased & Rented Equipment Limit/Deductible: \$500,000 / \$2,500

Installation Floater Limit/Deductible: \$250,000 / \$1,000

The above captioned policies include coverage for the following entities:

- Juniper Landscaping of Florida, LLC
- Coast to Coast Landscaping, LLC
- Davis Landscape LTD
- Elegant Landscape and Design Inc.
- Juniper Landscape Services, LLC
- Juniper Landscaping Shared Services, LLC
- Juniper of Bradenton, LLC
- Juniper Landscaping Holdings LLC
- Landscape Maintenance Professionals, LLC
- Landscape Logistics LLC
- Prestige Property Maintenance, Inc.
- Rips Professional Lawncare, LLC
- Shooter & Lindsey, LLC

TQM: Intergrated Pest Management



Steps to our Integrated Pest Management Program:

1. Scouting - Identify Pest
2. Monitor Pest Population and Locations
3. Develop a Plan/Intervention
4. Implement IPM Plan Program
5. Record and Evaluate Results
6. Follow-up and re-apply if needed
7. Document and add to weekly/monthly reports

THE JUNIPER DIFFERENCE



Juniper Fully Integrated Management Plan

"One STOP SHOP"

Storm Recovery Services

Mowing

Edging

Blowing

Pruning

Irrigation Wet Checks & Service

Weed Control

Integrated Pest Management

Fertilization Program

Access to Trained/Skilled Labor

Juniper Sync (Service Request Portal)

Juniper Mapping

Access to Landscape Architectural Team

Access to Horticulture Experts

Access to Agronomic Experts

Access to Irrigation Experts

Access to Arbor Experts

Long Term Community Planning

Renovation/Refresh Program

We have hundreds of team members within a

few miles that can be there if needed

Fully Accountability on Service Provider Volume

Discounts for Enhancement Projects Significant

We bring issues to you, not vice versa

START UP: COMMUNICATION



At Juniper, we know an effective communication plan is essential for a smooth start up and the key to delivering superior customer service.

COMMUNICATION PLAN

Juniper schedules and hosts recurring 30-minute TEAMS meetings (prior to actual startup and ongoing afterward). In addition to the above we have in person meetings with Account Manager and Branch Manager to include walking and reporting issues and timelines. These meetings will be with your Property Manager and your landscape committee.

SCHEDULE

- 30 days prior to start date – Every other week TEAMS (20-30 Minutes)
- First 90 days after start date – Every Other Week TEAMS (20-30 minutes)
- 4th month thru 6th month – Monthly TEAMS (20-30 minutes)

ATTENDEES

Who is typically included in these meetings?

Juniper

- Account Manager
- Branch Manager
- Other Juniper staff depending on current issues

Your Association (You Choose)

- Property Management
- Interested Key Landscape Committee Members
- Interested Board Members

PURPOSE

- The intent of the TEAMS meeting is to create and maintain a convenient way for Juniper to provide quick updates, get quality feedback, identify issues, generate ideas, create strong communication and set us all up for success.
- These meetings are in addition to any regularly scheduled walk-thrus or onsite meetings between Manager/BOD and Juniper.

AGENDA

- Juniper Account Manager & Branch Manager - Operations update
- Manager/BOD – Feedback, requests, suggestions, immediate issues/concerns
- Identify clear next steps

START UP: FIRST 60 DAYS



LANDSCAPE MAINTENANCE

- **Send welcome email blast to homeowners to introduce team and talk about what to expect – start the education process**
- **SERVICE REQUEST MEETING**
- **Plan Town Hall Meeting with Homeowners**
- **Set up Education dates for homeowners**

Meet with association management to review and prioritize all open service requests and any outstanding work orders.

- **JUNIPER ADVANCE PROPERTY MAPPING**

Complete drone flight of community and upload mapping to include full report on all issues.

- **DETAILED PROPERTY REPORT**

A detailed report with photos will be submitted to the BOD/Manager to provide insight into the areas that can be improved quickly, as well as those that may take additional work. This thorough report will give a point of reference of where the property was at take over and act as a benchmark for future performance.

- **SCHEDULE OF SERVICES MAP**

Production team is working on the schedules that will be provided to the HOA.

- Irrigation Wet Check Schedule
- Mowing Schedule
- Shrub Pruning Schedule

- **PROPERTY MOWING TECHNIQUES**

Uniformed crews begin proper and corrective mowing techniques using daily sharpened and clean blades, mowing at a proper height for the St. Augustine turf areas.

- **PROPER PRUNING TECHNIQUES**

Uniformed crews begin proper and corrective pruning techniques, using clean, sharp shears and loppers.

- **WEED CONTROL**

Uniformed crews begin weeding and cleaning of beds, applying herbicides, and correcting bed lines.

- **IRRIGATION**

Set meeting with management and landscape/irrigation committee to discuss open items along with any concerns, and to set the starting point for the irrigation maintenance check.

START UP: FIRST 60 DAYS



FERTILIZATION AND PEST CONTROL

■ ADDRESS IMMEDIATE ISSUES

Areas with active pest issues will be addressed *immediately*.

■ Lawn & Ornamental EVALUATION REPORT

A detailed report which evaluates the property based on the health and vigor of the lawn and landscape will be submitted to the BOD/Manager.

■ SOIL TESTING

Collect soil samples from various locations of the property to send to A&L Labs or to the University of Florida for analysis. This data is the basis of how we will tailor the fertilization program going forward.

■ CORRECTIVE PLAN

Areas with pest, fungus, or weeds will be documented with pictures and a corrective plan will be put in place. Weed varieties or pest issues that cannot be eliminated due to environmental conditions and/or restrictions will also be documented and brought to the BOD/Property Manager's attention.

- Begin treatment of turf/shrub damaging insects
- Begin treatment of turf/shrub disease
- Begin fertilization of turf areas.
- Begin fertilization of shrub bed areas, trees and palms

ANNUAL FLOWER DISPLAY

■ PLAN TO IMPROVE ANNUAL FLOWER DISPLAYS

- Review soil conditions (soil amendments may be needed).
- Provide options based on season.
- Work with landscape committee to develop plan for the entire year so we can look at contract growing flowers.

START UP: FIRST 60 DAYS



INITIAL IRRIGATION INSPECTION

Evaluation of all key elements of the irrigation system with an Initial Irrigation Evaluation Report to be submitted to the BOD/Manager.

Our irrigation team along will inspect all irrigation controllers & review functionality.. We will be looking for faulted communication errors & abnormal milliamp usage which could also cause intermittent communication issues between controllers & valves. Controllers will also be inspected for proper grounding & grounding rods.

FIELD INSPECTIONS

- Inspect for faulty zones.
- Inspect all wire connections.
- Once functioning, inspect zone for functionality & coverage.
- Check if components are still under manufacture warranty.
- All sprinkler heads will have been cleaned or nozzles replaced and adjusted per contract.
- Any immediate changes made during the evaluation per our contract will be noted and reported.
- Increase runtimes for zones that have been showing signs of drought stress.
- Any major repairs that may be needed will be submitted in the form of a proposal.

PROGRAMMING & OPTIMIZATION

- Review all run time programming.
- Review system pressure and typical zone GPM.
- Make suggestions for optimization to improve communication & efficiencies.
- Optimize program run times.
- Begin to identify/label the irrigation zones.

CUSTOMER SERVICE

ON-SITE MANAGEMENT

People make the difference. We understand that for many residents, speaking in person with a manager is preferable. For this reason, a manager always accompanies Juniper crews & is available on-site for communication & problem-solving.

24/7 EMERGENCY SERVICES

When the unforeseen happens, we will be there when you need us. Call our dedicated number for 24/7 support.

IN-HOUSE CUSTOMER CARE TEAM

We believe that providing great customer service is key providing the best in landscape services. To that end we create department dedicated to supporting residents, account managers & field teams.

To assist owners with maintenance and irrigation concerns, Juniper offers homeowners multiple options:

Option 1:

Visit www.junipercares.com and click on "Community Service Request." Create a ticket by following the simple prompts.

Option 2:

Email customerservice@juniperlandscaping.com, noting the concern.

Option 3:

Call Customer Service at (239) 561-5980 to speak with a representative.



JUNIPER SYNC WORK ORDER SYSTEM

Utilize our online work order system to create & track work orders for your property. Managers & residents can easily create an account to use immediately.

Highlights

- Live Dashboard/ Ticket Summary
- Ticket Aging
- Custom Filters
- Detailed Reporting
- Community Maps
- Knowledge Base
- Give a Gold Star

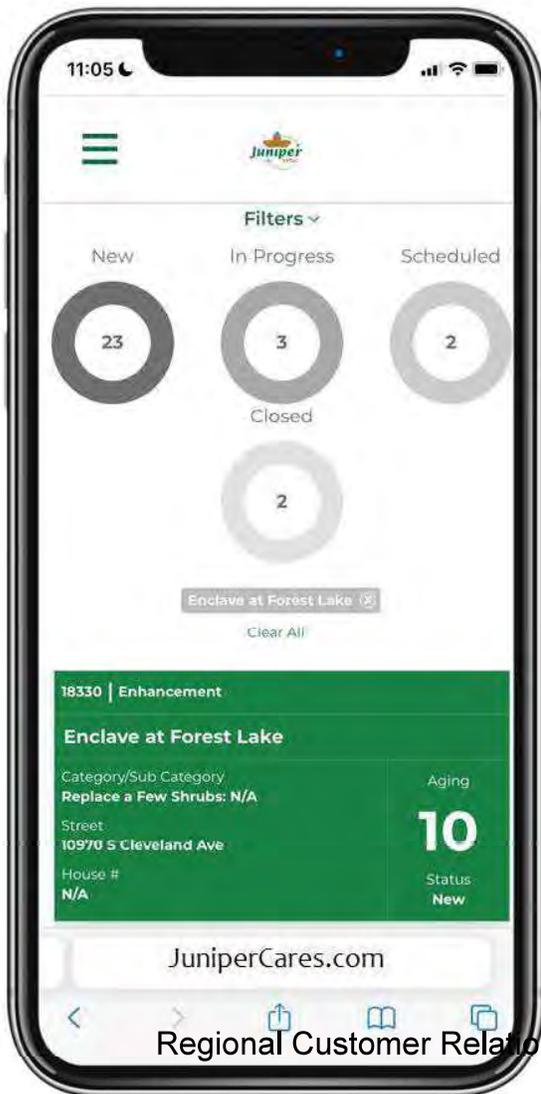


CUSTOMER SERVICE

JUNIPER SYNC/Computer Management System

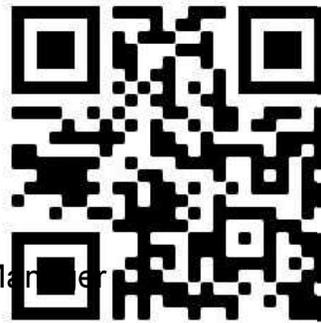
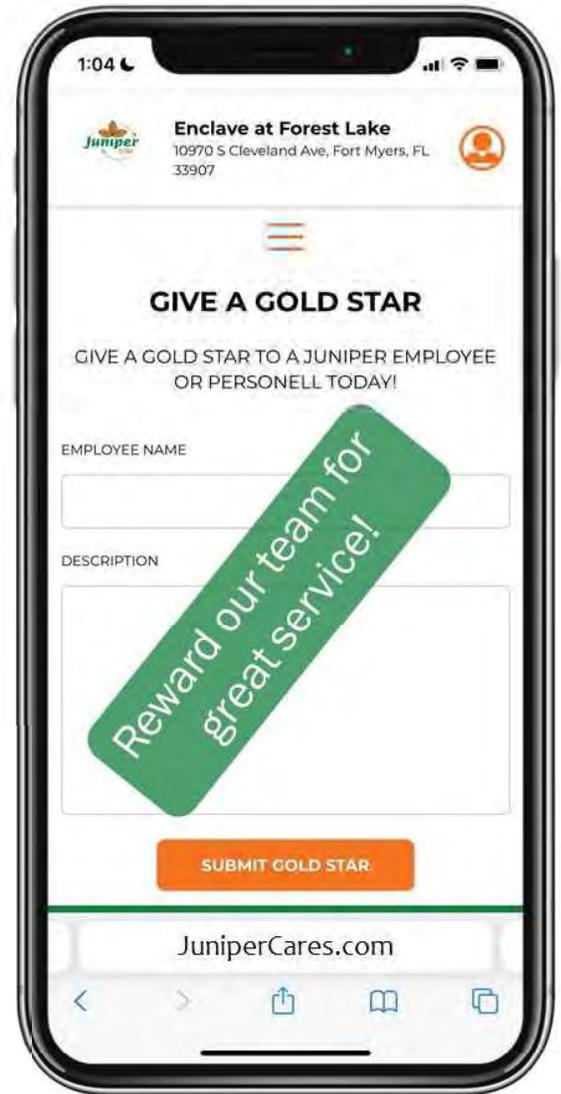
SERVICE BUILT FOR ASSOCIATIONS

We take great pride in Juniper Sync, our proprietary customer service software. We created this system with the goal to make it easy for residents to communicate with our team. It was designed with large, full-service communities in mind. Our web-based portal allows for residents to inform Juniper of issues that need to be addressed.



HIGHLIGHTS

- Live Dashboard
- Ticket Summary
- Ticket Aging
- Custom Filters
- Detailed Reporting
- Knowledge Base
- Give a Gold Star
- & Much More



Scan QR Code: Juniper Sync Full Tour

Computer Management System

CUSTOMER SERVICE

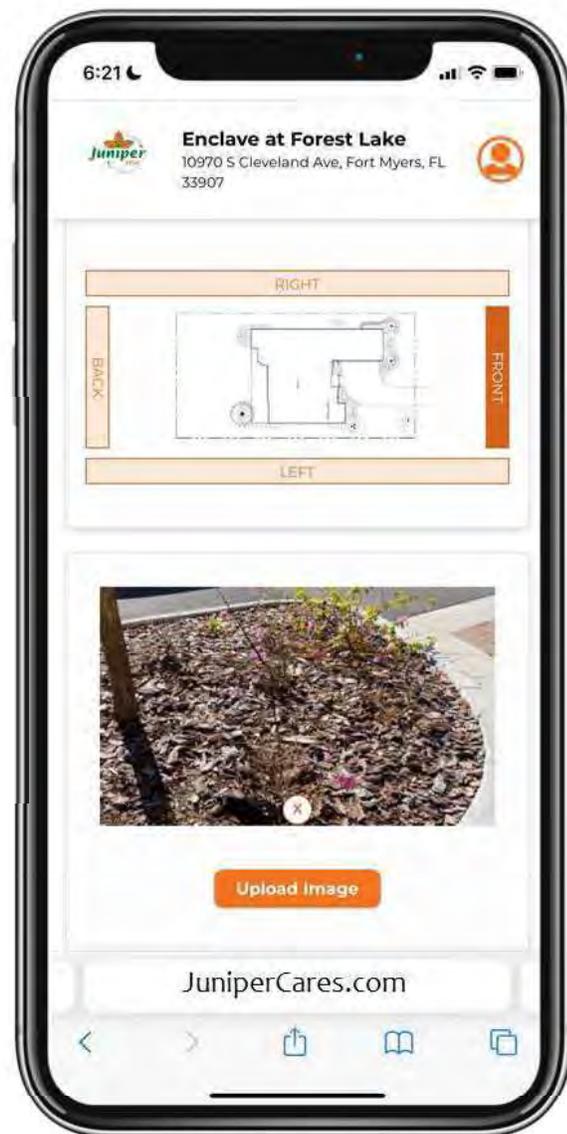
JUNIPER SYNC



WORK ORDERS SIMPLIFIED

- Residents can view the status and act on all their tickets.
- Designed to provide the information needed to handle requests quickly.
- We provide in person training along with videos that can be easily shared with residents.

Submit a
ticket in 60
seconds!
*Scan QR
Code Below*



Notifications

Status updates from our team are sent to directly residents via:

- Text Message
- Email

CUSTOMER SERVICE

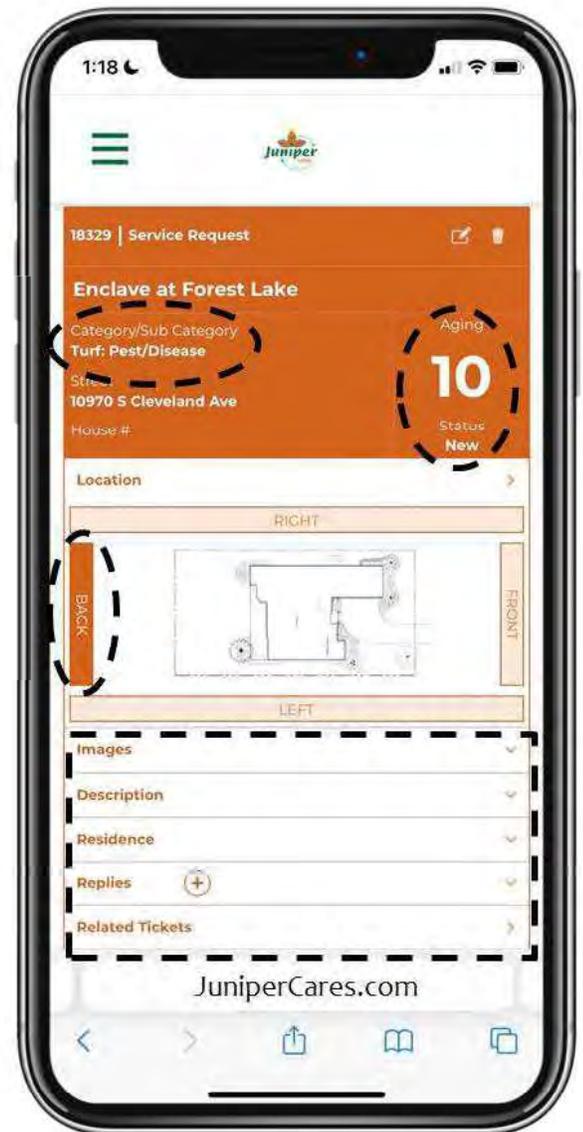
JUNIPER SYNC



INFORMATION AT YOUR FINGERTIPS

- Community managers can see work order statuses on one page.
- Customer filters make it easy to organize
- Ticket ageing on tickets allows for managers to quickly see real time aging on all work orders.

See How it Works!
Scan OR Code Below



Ticket Information

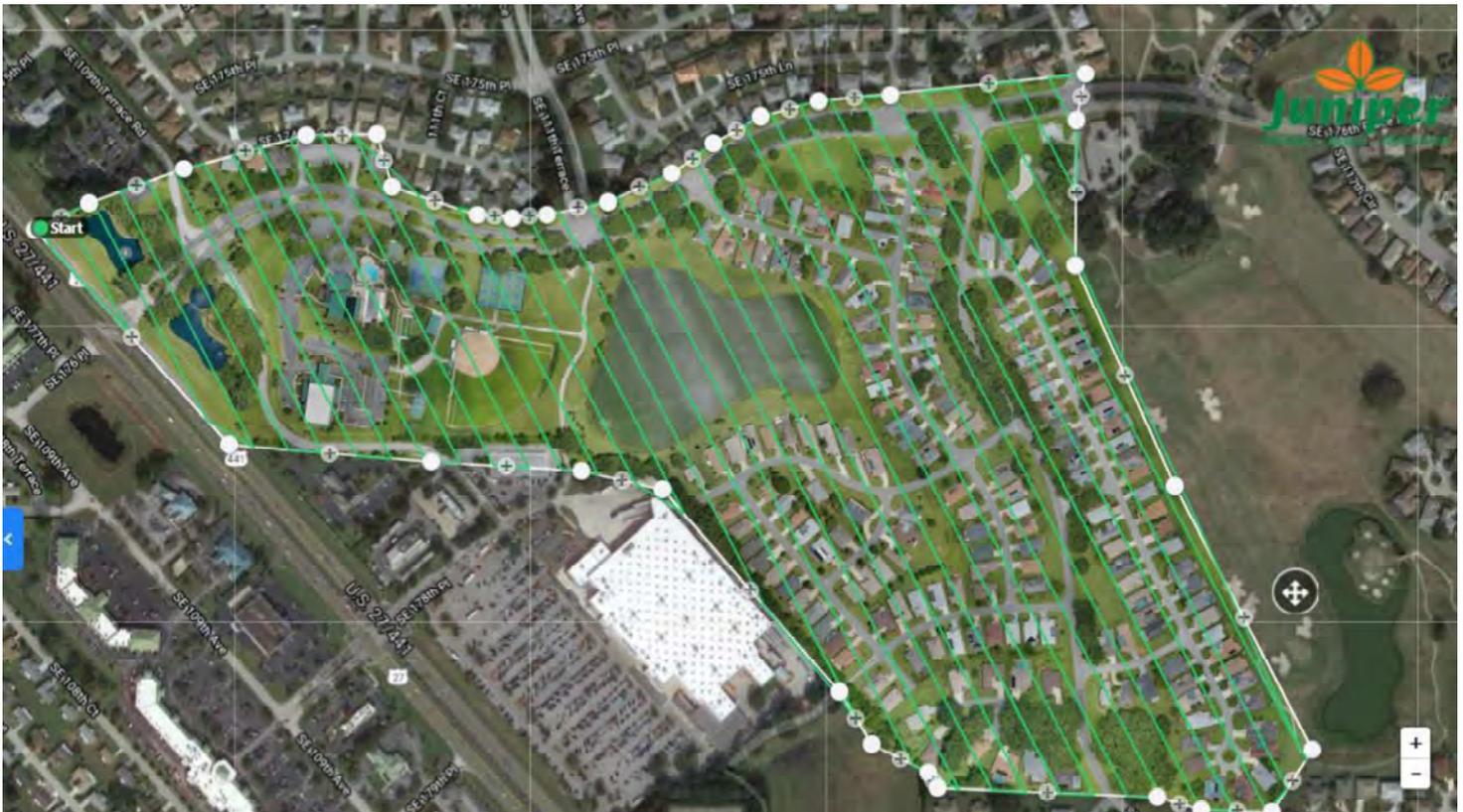
- Issue category
- Ticket age
- Location of request
- Images of request
- Description, contact info, replies and related tickets

JUNIPER MAPPING - Value Added Feature

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



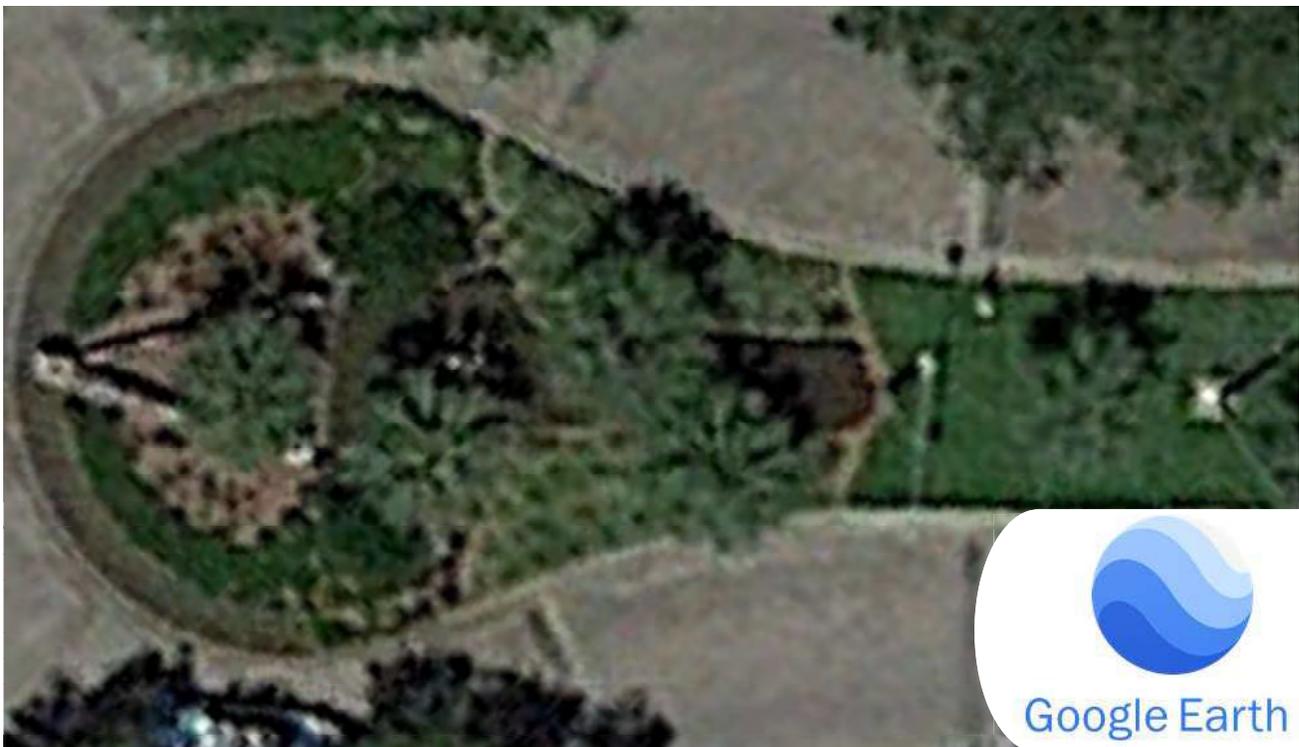
Added Value/Quarterly Drone

JUNIPER MAPPING

IMAGE QUALITY COMPARISON



Juniper Mapping provides the community with high resolution photos that provide more detail than Google Earth.



Added Value/Quarterly Drone

JUNIPER MAPPING



TRACK IMPROVEMENTS SIDE-BY-SIDE



With Juniper Mapping, you can see the quality improvements to the community landscape side-by-side.



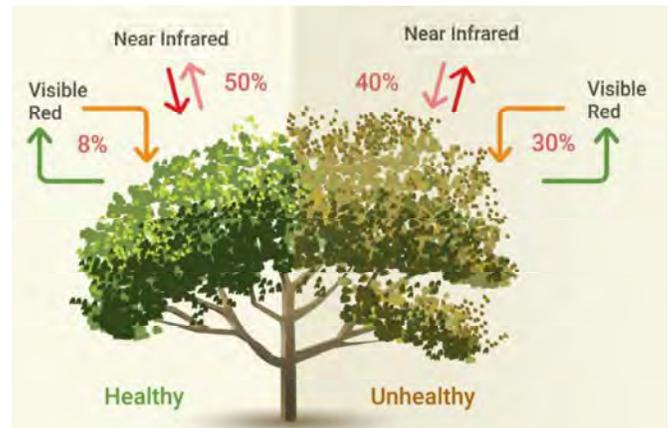
JUNIPER MAPPING

TOOLS

PLANT HEALTH ASSESSMENT

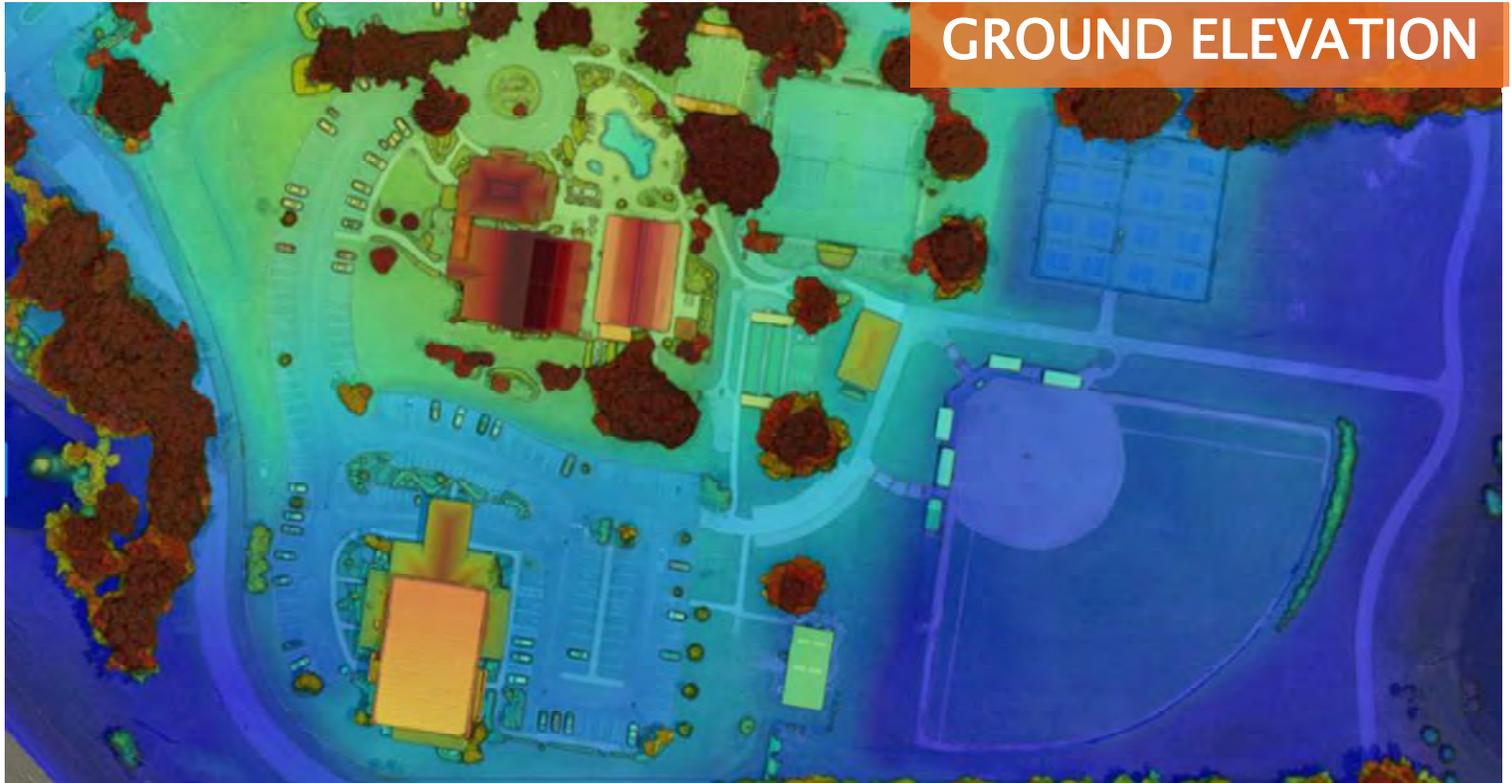


Healthy vegetation reflects more of certain types of light than unhealthy vegetation. Juniper Mapping creates a map that highlights differences within your area of interest. This tool allows us to quickly identify areas of concern at start-up to begin treatments and track progress.

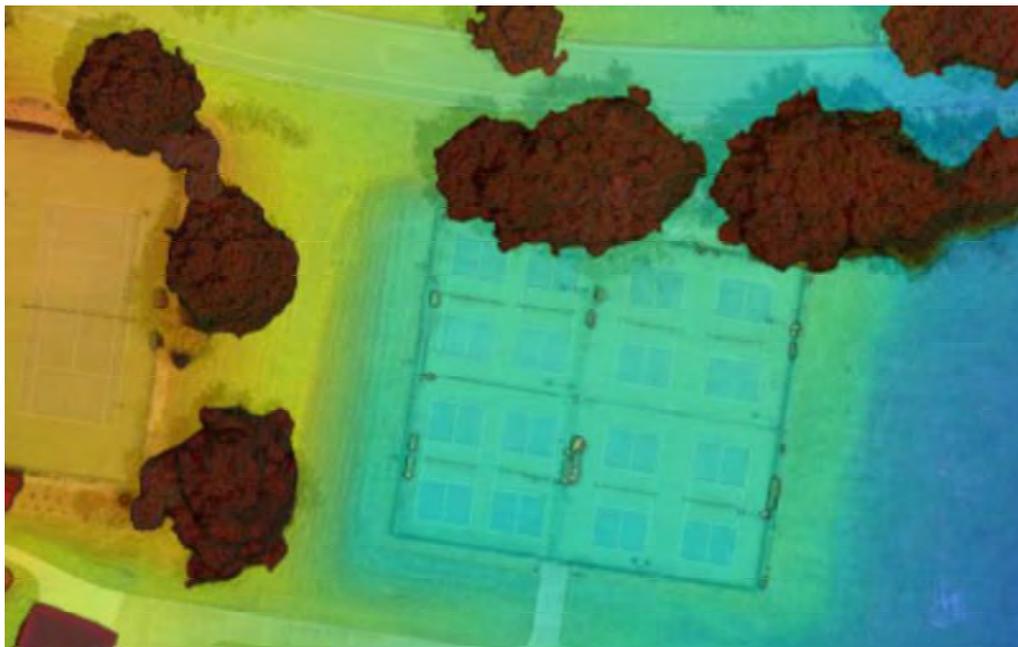


JUNIPER MAPPING

TOOLS



Juniper Mapping provides a complete elevation map, allowing us to make better decisions when it comes to the draining and movement of water.



MAP MODEL

Layers Add

- Overlays (0) >
- Plant Health >
- Elevation >

Terrain Only

2 acres 82.2 acres

-100 0 59.48 f. 109.08 ft

Added Value

JUNIPER MAPPING

TOOLS



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.

LOCATION TOOL

← Edit

Title
Valve Box Location

August 13, 2021

Coords
28.9654104,
-81.9668117

Elevation
77.53 ft

Images of Location

The Count Tool makes creating an inventory of anything easy.

COUNT TOOL

← Edit

Title
Sabal Palms

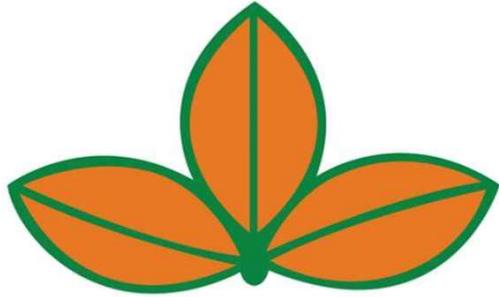
August 13, 2021

Quantity: 6

DroneDeploy offers automated tools for counting hundreds or thousands of objects using machine learning. [Learn more.](#)

Add Issue ⚠

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

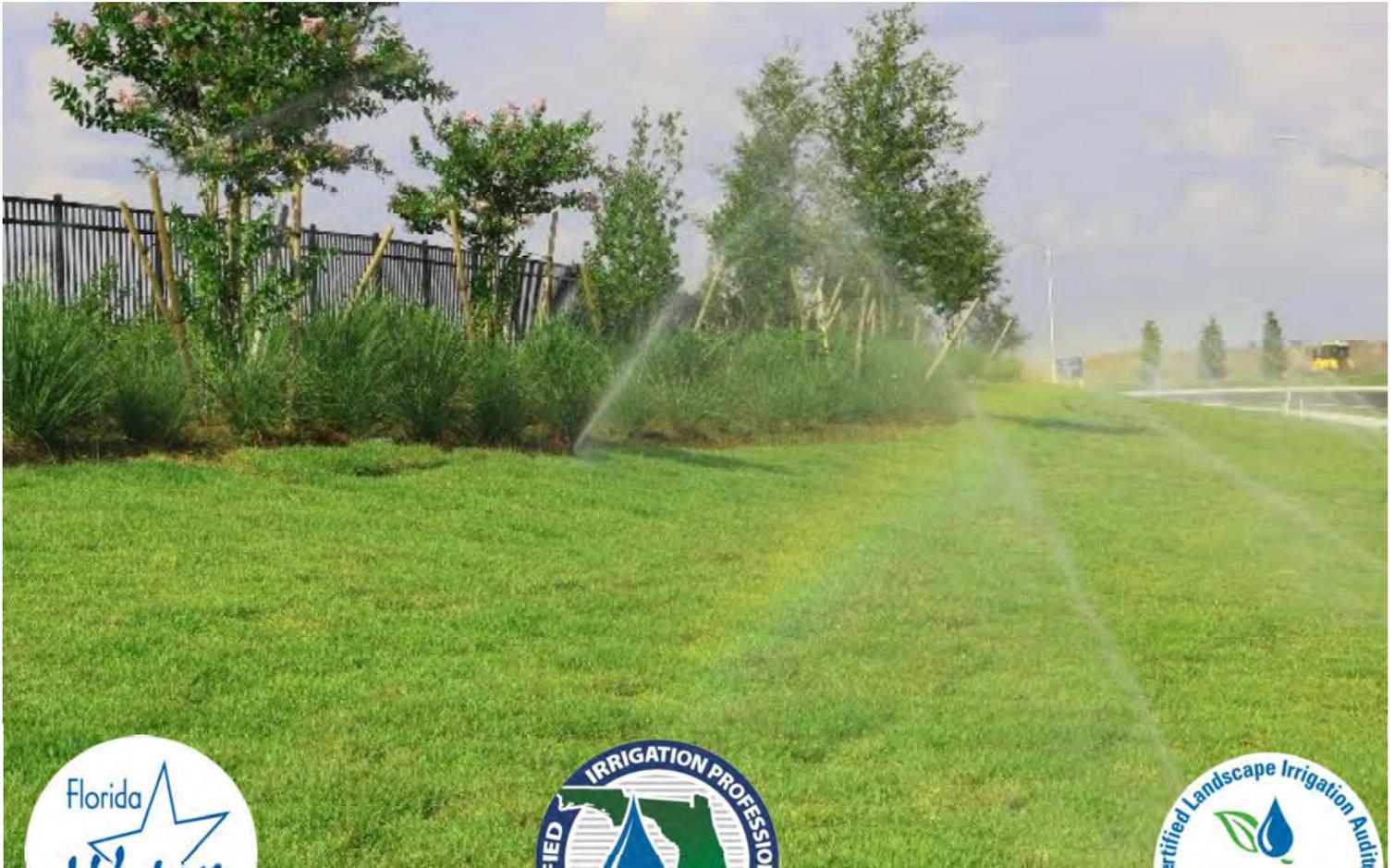
Our industry experts can help guide you on the most effective way to use your water resources.

- 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.



MAINTENANCE

- Water Management
- Repairs
- Water Monitoring
- Reporting
- Wet Checks

INSTALLATION

- Infrastructure
- Pump Stations
- Central Control
- Residential
- Commercial

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
- Merit Award Design Residential
- Best Landscape Design Custom Home
- Award Best Landscape Design



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.



OUR SERVICES

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.



OUR SERVICES

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 cared-for 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

- 2,200+ team members statewide
- 20 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

QUALIFICATIONS



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.



Personnel Selection Process

- Recruitment Department
- Qualified based on experience, education, references.
- Background and drug testing
- E-verify
- Safety rules
- New hire safety orientation
- Required & use of PPE

Benefits and Retention

- Competitive Pay
- Insurance Benefits
- 401k
- Recognition Programs
- Paid Vacation and Paid Holidays

Safety, Development & 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
- Juniper University

CERTIFICATIONS & LICENSES

OUR QUALIFIED TEAM – ALL OF OUR TEAMS ARE HERE IN FLORIDA!

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



The International Society of Arboriculture
 Hereby Announces That
Wesley L. Maks
 Has Earned the Credential
ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Cathy Bellman
 Cathy Bellman
 CEO & Executive Director

6 April 2017	30 June 2021	MI-052-A
Issue Date	Lapse/Expiration Date	Certificate Number





The Florida Nursery, Growers & Landscape Association
Confers on

Nicholas Salerno H69 09432

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 6/30/2019
 Certified Since: 6/30/2013

Robert Stedman, FNGLA President
Mary Mow, FNGLA Certification Director

State of  Florida

Department of Agriculture and Consumer Services
 Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF31974
CHRISTOPHER CARL RICHARDS

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

License and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on December 15, 2021

Nicole Fried
 Nicole Fried
 Commissioner of Agriculture

Paula E. ...
 Chief, Bureau of Licensing and Enforcement

FPLCS 15418, 06/21



North Carolina State University
Agricultural Institute

On the recommendation of the Faculty and by virtue of the authority vested in them, the Trustees of the University have conferred upon

Kyle James Leverette
 the degree of
Associate of Applied Science
 in Turfgrass Management

In testimony whereof, the seal of the University and the signatures of its officers are herewith affixed this fifteenth day of May, two thousand four.

Mary Anne Fry, Registrar
Johnny C. ..., Director of the College of Agriculture and Life Sciences
Harold L. ..., Assistant Director of Academic Programs
John ..., Assistant Director of Academic Programs





The Florida Nursery, Growers & Landscape Association
Confers on

Kyle Leverette H62 12112

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 6/30/2022
 Certified Since: 5/24/2019

Ed ..., FNGLA President
Mary Mow, FNGLA Certification Director

Ron DeSantis, Governor
 Halsey Beshars, Secretary

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STANLEY, DARRELL EUGENE
 JUNIPER LANDSCAPING OF FLORIDA, LLC
 5880 STALEY RD
 FORT MYERS FL 33905

LICENSE NUMBER: SCC131152351
 EXPIRATION DATE: AUGUST 31, 2022
 Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
 This is your license. It is unlawful for anyone other than the licensee to use this document.



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



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.



ADDITIONAL INFO



Juniper

DESIGN | BUILD | MAINTAIN

**Uniting Partners Through
Exceptional Landscape Services**



UNITED

Land Services

Tern Bay Community Development District

Tern Bay Community Development District



**Proposal
For
Landscape & Irrigation Maintenance**

2.20.2026

Pricing Valid for 90 Days Upon Receipt

2.20.2026

Tern Bay Community Development District

RE: Landscape Maintenance & Irrigation Proposal

Dear Management and Board of Directors,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your *Community Road Map*[™] because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*[™] you will find the following sections:

- **Company History:** Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- **Agreement & Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Kyle DuBois

Senior Business Development Manager, FL.

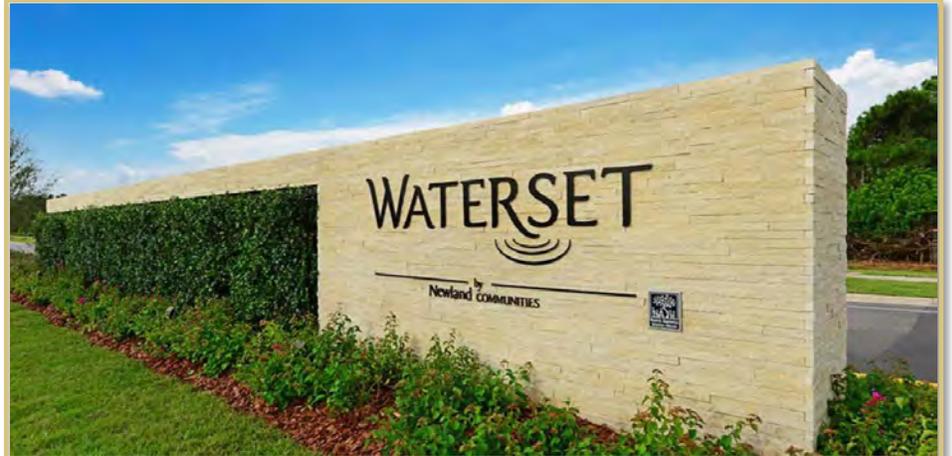
kdubois@unitedlandservices.com

Providing exceptional landscape services to partners
across the state of Florida.

				
	 <p>Kyle DuBois Senior Business Development Manager</p> <p>Phone: 813-476-0304 Email: kdubois@unitedlandservices.com</p>			
				
				

United We Grow!

Exclusive Partnership



Exclusive Partnership



United Land Services References

Property: Country Club at Champions Gate

Name: Stephanie Taylor
Email: Available upon Request
Address: 8977 Dove Valley Way Four Corners, FL 33896
Service: Maintenance free community consisting of 995 homes servicing the landscape maintenance, irrigation And Agronomics.



Property: Waterset South CDD

Name: John Toborg
Email: Available upon Request
Address: Spollo Beach, FL.
Service: Landscape maintenance, Including horticultural services, irrigation maintenance, palm tree pruning, mulch installation, annual rotations.



Property: Celebration CDD

Name: Angel Montagna
Email: Available Upon Request
Address: 313 Campus St. Celebration, FL. 34747
Service: Landscape maintenance, Including horticultural services, irrigation maintenance, palm tree pruning, mulch installation, annual rotations.



Property: **Swan and Dolphin Resort at Walt Disney**

Name: Eric Oprion—COO

Email: Available Upon Request

Service: Mowing, Irrigation Turf and Shrub Program.
Annuals, Mulch and Palms are additional services provided upon approval.



Property: **Harbor Isles CDD**

Name: Angel Montagna- CAM

Email: Available Upon Request

Service: Mowing, Irrigation Turf and Shrub Program. Annuals, Mulch and Palms are additional services provided upon approval.



Property: **Magnolia Park CDD**

Name: Kyle Darin- District Manager

Email: Available Upon Request

Services: Mowing, Irrigation Turf and Shrub Program. Annuals, Mulch and Palms are additional services provided upon approval.





Closing the Communication Gap

Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication through pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.



Closing the Communication Gap

Alignment, Execution & Building Partnerships

SAMPLE



Issue 1
 Selectively remove tall stalks on White BOP in a sectional manor.
 Removals tagged with orange tape



Issue 2
 Remove Mags on Cody Chase



Issue 3
 Declining Washingtonian on Cody Chase



Issue 4
 Remove staking kit

SAMPLE



Issue 5
 Queen Palm on 46A dead from Ganoderma



Issue 6
 Possible irrigation issue on Podocarpus along 46A units



Issue 7
 Replace declining Pittisporum with turf



Issue 8
 Proposal for method to attach Jasmine to columns / pergola

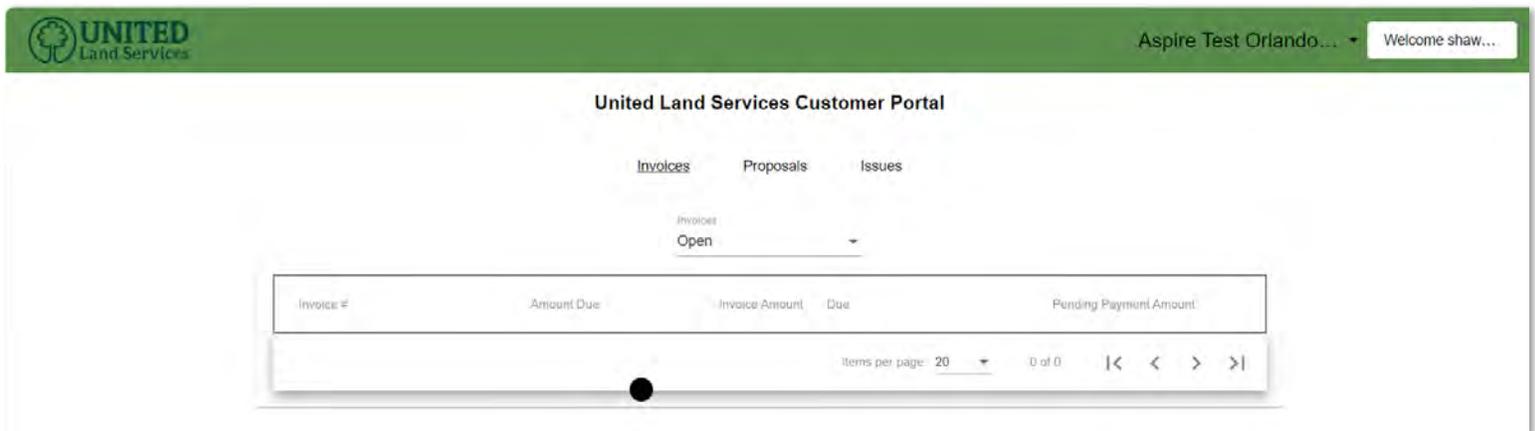
Work Order Software

Accountability, Communication and Productivity

United Land Services Work Order System Powered by:



United Land Services is dedicated to ensuring our valued partners receive the highest level of communication for a success long term partnership. Our work order system gives the client all the tools needed to stay informed on their property. The Aspire work order system is a user friendly software system that compliments our strong level of communication while providing accountability for our dedicated team.



FEATURES:

- View Invoices
- Pay Invoices
- View Proposals
- View Past Work Orders
- Review Updates on Work Orders
- View Landscape Experts Notes
- Sign Proposals
- Create Issues
- Submit Work Orders

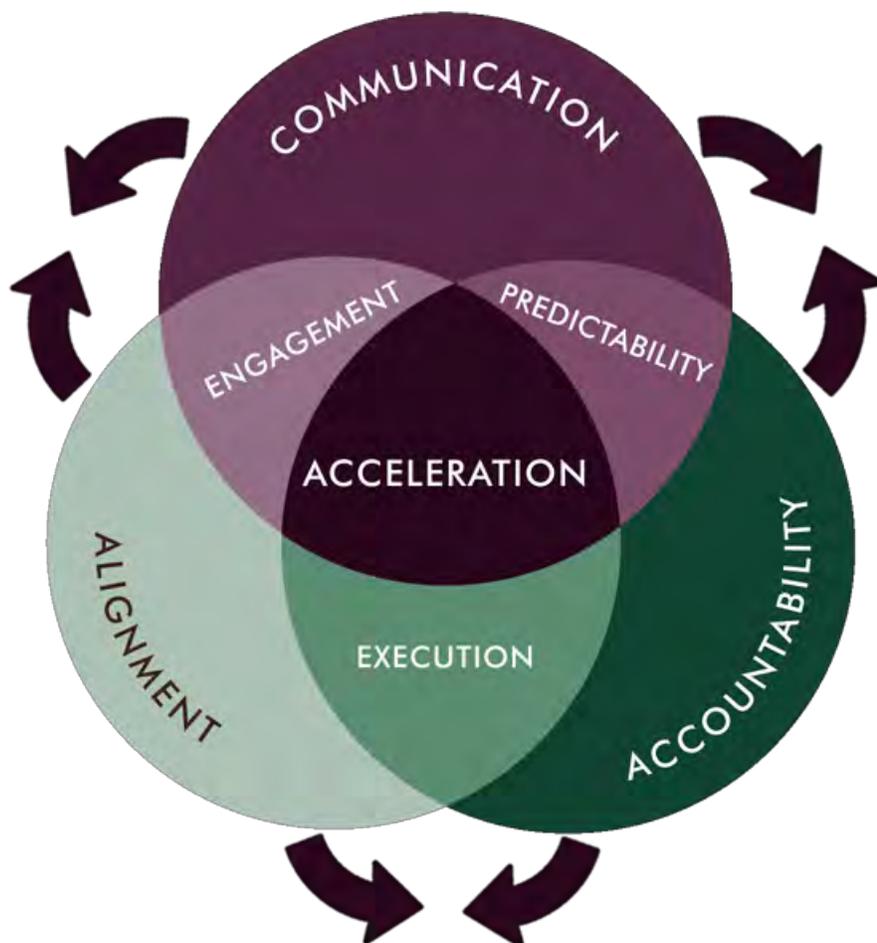
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals. (Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.





**Company Culture,
Experience & Services**

Company History

Field Support Office

12276 San Jose Blvd
 Jacksonville, FL 32223
 (904) 829-9255

Total Number of Employees

1500+

Our History

How It All Started

The Company was founded by Bob Blandford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 1500 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.

Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.

United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.

Additional Areas Served

- Alabama
 - Montgomery
- Florida
 - Central Florida
 - Ocala
 - Ft. Peirce
 - Fernandina Beach
 - Tampa
 - Bradenton
 - Jacksonville
 - Ft. Lauderdale
 - Panama City
 - West Palm
- North Carolina
 - Greensboro
 - Charlotte
 - Raleigh
- South Carolina
 - Myrtle Beach
- Georgia
 - Savannah
 - Atlanta



Products & Services

We Are Your All-Inclusive Service Provider



Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.



Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Driveways & Entrances

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.

Irrigation Experts

Your Team of Certified & Licensed Specialists



Installation, Maintenance & Repairs

- **Installation** - At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.
- **Maintenance** - Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.
- **Improvements** - Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.



Agronomics Program

Certified Pest Control Operators



Fertilization, Pest Control & Agronomy Management

- **Fertilization** - We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast
- **Pest Control** - United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.
- **Agronomy Management** - We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.

Hurricane Preparedness

Plan of Action



Phase 1

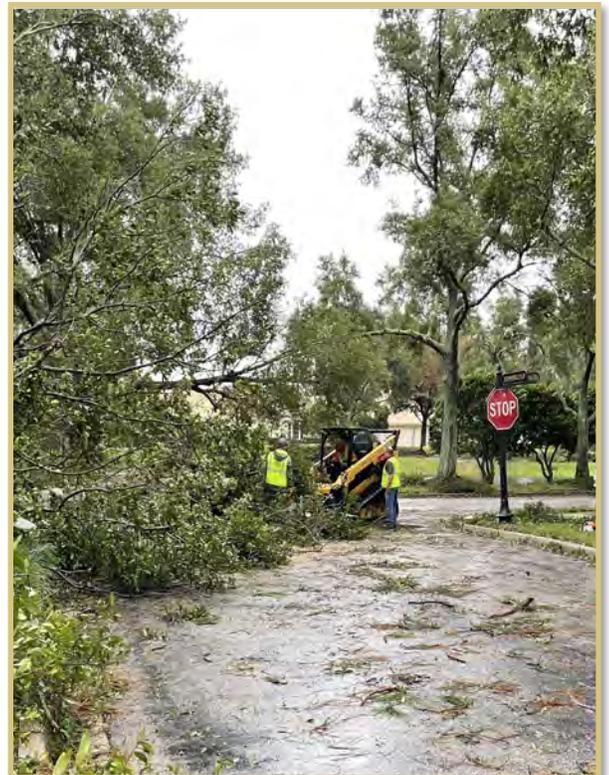
- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thoroughfares in common areas

Phase 2

- Assessment of total clean-up needed and associated total costs of Phases 1-3.
- Removal of any debris generated and stock-piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove “hangers”,



Prioritizing Safety

Minimizing Risks

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with Industry Safety Experts
- Personal Protection Equipment Requirements
- Ongoing MVR Tracking and Reporting
- Post Accident Drug Testing



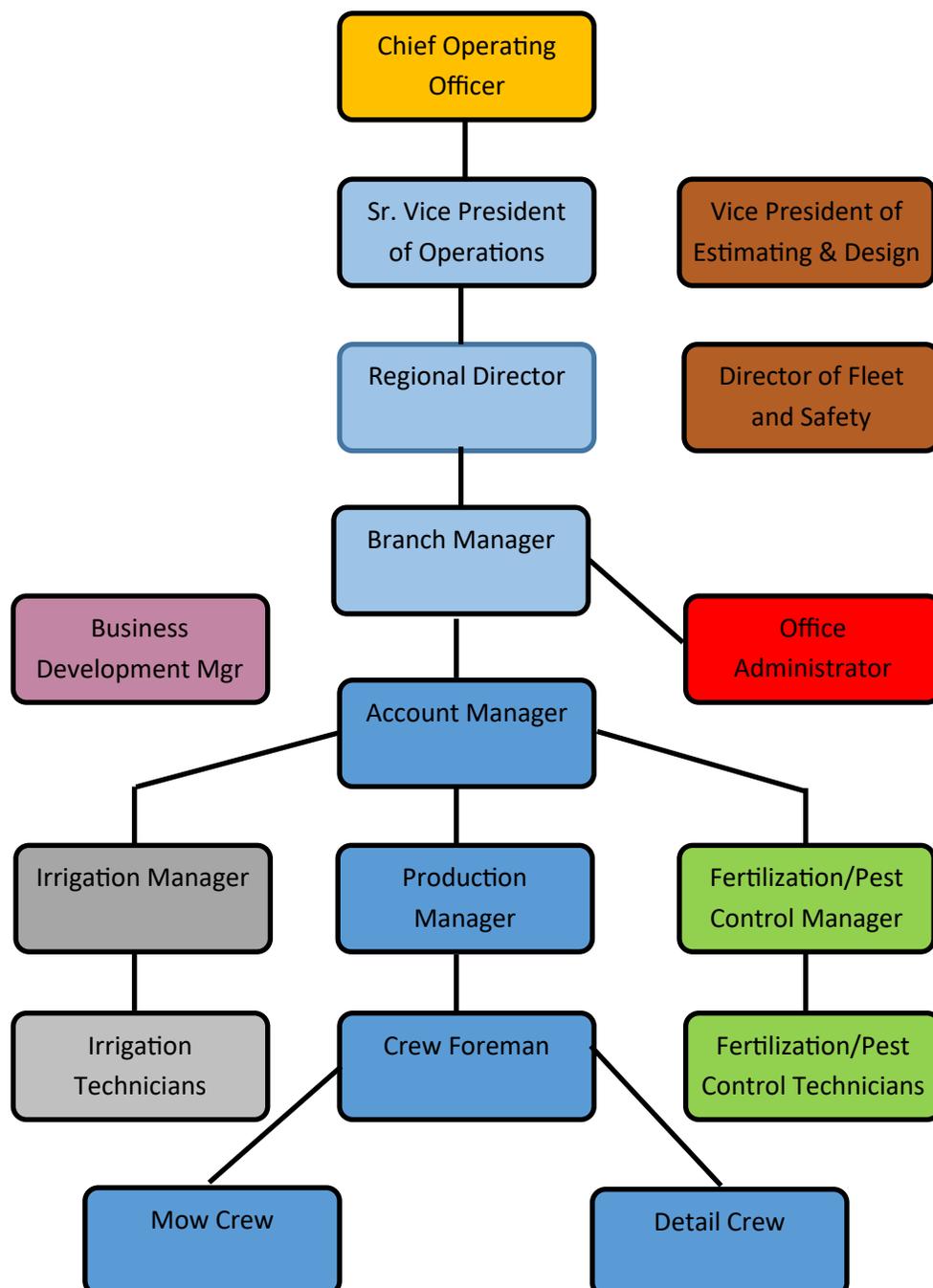


**Key Management
&
Personnel**

Personnel

Corporate Structure

United Land Services operates with a multi-layered accountability system, extending from our CEO to our crew members. This structure ensures robust support for our team and delivers top-notch service to our clients. By setting clear expectations, providing training, and fostering a culture of excellence, we empower each member to excel in their role, guaranteeing professionalism and quality in every interaction. Our commitment to accountability not only strengthens internal cohesion but also ensures that clients receive the utmost satisfaction in every project.



Personnel

Meet Your Leadership Team

United Land Services has diligently prioritized hiring top-quality staff members since 2002. This commitment ensures that we consistently deliver superior services and maintain open, effective communication channels with our clients. Our dedicated team remains the cornerstone of our success, driving excellence in every aspect of our operations.

Regional Vice President

-Jason Ackman

-Oversees all landscape maintenance and installation for the central Florida regions.

Regional Director

-Brett Perez

-Oversees all United Operations in the Region and Offers Assistance to Local Branches.

Branch Manager

-Thomas Mootz

-Leads all teams out of the Brandon Branch. Is responsible for operation at your community.

Account Manager

-Christi Cochran

-Onsite Management for all crews and primary point of contact for the community.

Business Development Manger

-Kyle DuBois

-Works with the district to ensure a smooth onboarding process and secured partnerships.

Director of Fleet and Safety

-Tom Enright

-Develops a comprehensive safety plan company wide. Provides capitol resources for all branches.

Ray Leach

Chief Executive Officer



Ray Leach is the driving force behind the day-to-day operations. At United Land Services his role includes law and finances, strategic planning, analytical thinking, business development and operations management. His extensive knowledge in the landscape industry has made Ray a successful, demonstrated leader over his 30-year industry tenure.

Experience

2021 - Present

United Land Services – Chief Operating Officer

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Oversee expenses and budgeting to help the organization optimize costs and benefits

1994 - 2021

Southern Scapes – President

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

Licenses & Skills

- Certified Irrigation Contractor
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

Contact

12276 San Jose Blvd. Ste, 747
Jacksonville, FL 32223
904-829-9255
rleach@unitedlandservices.com
linkedin.com/in/ray-leach-8bb505174/

Brett Perez

Regional Manager of Maintenance



Brett serves as our South Florida Regional Manager of maintenance. He has extensive knowledge in the green industry. Brett brings over 16 years of experience to the table. He takes pride in his attention to detail and customer service, a quality that he instills throughout his entire team. He strives to meet and exceed the needs of every customer, no matter how big or small.

Experience

2023 - Current

United Land Services – Regional Manager

- Achieving business goals and revenue targets.
- Overseeing daily operations, managing budgets, and setting performance objectives.
- Recruiting, training, and supporting branch managers
- Developing and implementing best practices in the green industry
- Planning, evaluating, and optimizing operations to be efficient and cost-effective.
- Dealing with escalated customer issues and incident reports.

2023- 2023

Benchmark Landscaping –Chief Operating Officer

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws

2021-2023

Inframark Management Services - Area Field Director

- Lead staff by communicating job expectations; planning, monitoring, and appraising job results;
- Design, develop, implement strategic site standards to address the Company's standards and client requirements.
- Instructing field crews on season specific work such as fall pruning, fertilizations, weed treatments, mulching, etc.

2015- 2021

Yellowstone Landscape -Branch Manager

2013-2015

Austin Outdoor -Branch Manager

2010-2012

Buckhorn Springs Golf and Country Club -Golf Course Superintendent

Education

B.S. of Science

Turf Science

University of Florida

Licenses & Skills

- Organization
- Problem solving
- Teamwork
- Leadership

Contact

813-784-1162

bperez@unitedlandservices.com

Thomas Mootz

Branch Manager



Thomas has been in the Green Industry for 23+ years. He has an extensive background and experience in landscape management. Thomas takes pride in his attention to detail and customer service, a quality that he instills throughout his entire branch. He strives to meet and exceed the needs of every customer, no matter how big or small.

Experience

2023- Present

United Land Services – Branch Manager

- Ensure that the quality and efficiency of our landscape maintenance programs meets clients and company standards
- Manages the Tampa branches and key accounts to implement quality, consistency and safety.
- Helps branch to meet and exceed growth targets and achieving company goals
- Oversees the Account Managers on a daily basis to ensure our properties are receives the attention needed and requested by clients

2021-2023

Benchmark - Operations, Irrigation and Enhancement Manager

- Develops and maintains long-term relationships with customers oversee and coordinate all operations
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Responsible for setting objectives, managing policies and revenue growth
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts

2008-2021

Nuleaf - Account Manager, Irrigation and Enhancement Manager

- Manage all personnel needs, and HR related matters•
- Scheduling equipment maintenance, truck processes to maximize daily efficiencies, safety training, and company morale
- Responsible for setting objectives, managing policies and revenue growth
- Implement efficient processes and standards
- Created schedules for personnel, including PTO related matters•

Education

2002-03

University of Wisconsin

Baraboo, WI

Licenses & Skills

- Irrigation Install and Maintain
- Creativity
- Leadership
- Organization
- Teamwork
- Strategic Planning
- Client Resolution

Contact

407-460-9646

tmootz@unitedlandservices.com

Cristi Cochran

Account Manager



Cristi has over 30 years experience in the industry. She will serve as the primary contact for United Land Services clients. She builds and sustains long-term relationships, focusing on both client retention and ancillary upgrades. while providing oversight for field operations. Cristi supervises the Production Manager, who directly manages all field operations and Crew Leaders. As a unified group, they are responsible for coaching and developing team members.

Experience

2023 - Present

United Land Services *Account Manager*

- Develops and maintains long-term relationships with customers
- Develops and maintains a schedule to perform “site walkthroughs” during formal meetings with customers to ensure quality and service expectations are met
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Proactively presenting site enhancement ideas to existing customers
- Participating in branch meetings and assist the Branch Manager or Assistant Branch Manager in overall leadership of branch

2020-2023

Merit Landscape Solutions of Texas – *Branch Manager*

- Hired, trained and developed maintenance crews to work efficiently and safely.
- Used the latest industry technology and applications to manage teams, schedule crews, calculate and track hours to keep budget.
- Manages the branch and key accounts to implement quality, consistency and safety.
- Helps branch to meet and exceed growth targets and achieving company goals
- Oversees the operations, irrigation and fertilization departments

2019-2020

Rolling Green Landscape *Operations Manager*

2016-2019

LandCare - *Branch Manager*

2015-2016

LandCare *Account Manager*

2012-2015

Brightview *Account Manager*

2010-2012

Brickman *Project Director*

Licenses & Skills

- Communication
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

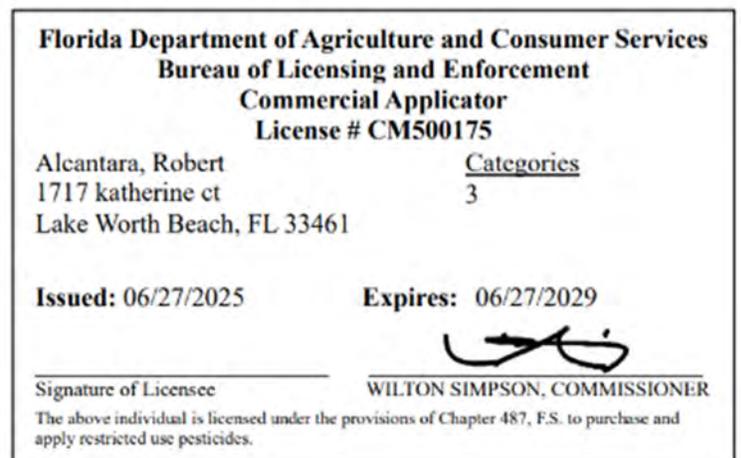
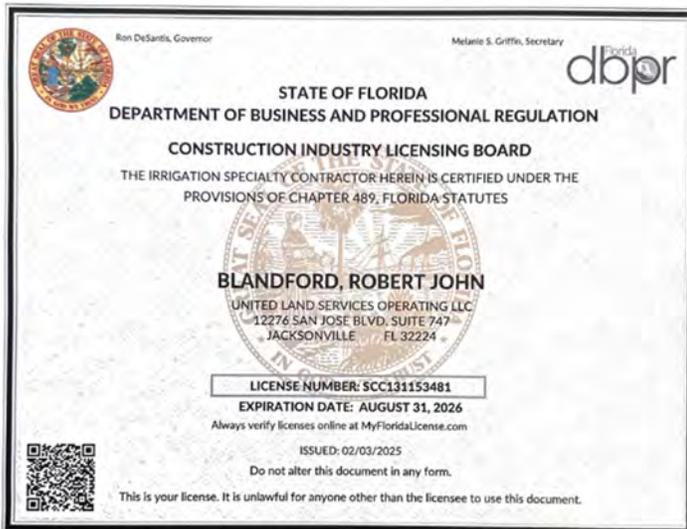
904-557-6412

c Cochran@unitedlandservices.com



Certification

Your Agronomics and Irrigation Specialists



Certification

Your Agronomics and Irrigation Specialists



Certification

Your Agronomics and Irrigation Specialists

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Florida ULS Operating LLC

2 Business name/disregarded entity name, if different from above.
United Land Services

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 Apply to account maintained outside U.S. _____

5 Address (number, street, and apt. or suite no.) See instructions.
12276 San Jose Blvd Suite 747

6 City, state, and ZIP code.
Jacksonville, FL, 32223

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

8 5 - 2 4 9 7 9 2 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **1/8/202**

General Instructions

Section references are to the Internal Revenue Code (26 USC 6019-9985) noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transaction)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Development Strategy

Phased Development Strategy

Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



Premier Landscape Platform



A Reputation of Excellence



Full-Suite of Services



Experienced Management Team



Relationship-Oriented Service

Phased Development Strategy

Plan of Action

Phase I (Days 1-30)

- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.



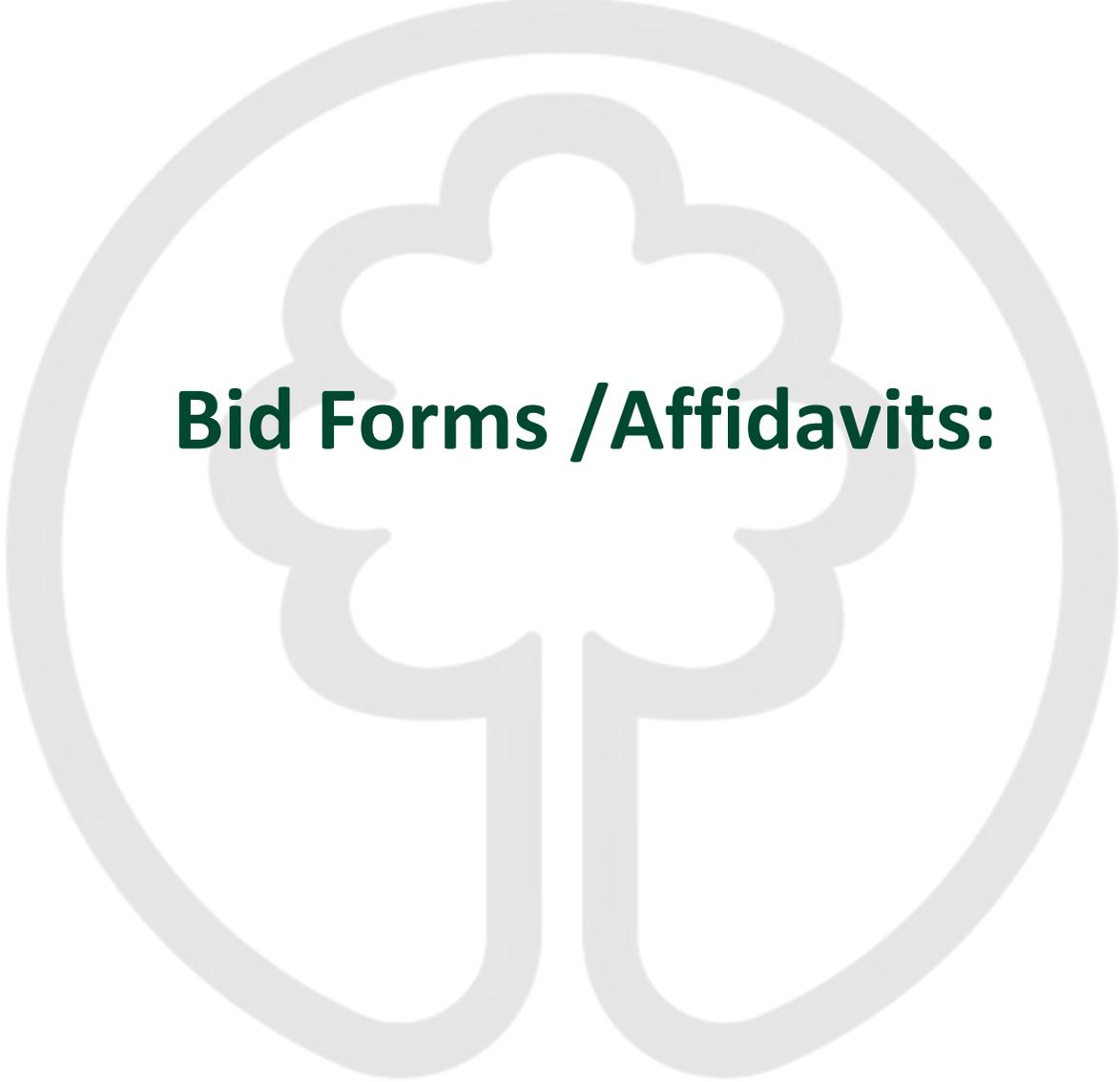
Phased Development Strategy

Plan of Action

Phase 2 & 3 (Days 31-90)

- Examine Phase I results and modify “Plan of Action” if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.





Bid Forms /Affidavits:

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
TERN BAY COMMUNITY DEVELOPMENT DISTRICT
Charlotte County, Florida**

Notice is hereby given that the Tern Bay 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 on February 4, 2026 at 1:00 P.M. ("**Project Manual Issuance Date**") and may be obtained by sending an email to Richard Freeman, Asset Manager, Rfreeman@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.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 eight hard copies of their written proposal AND a PDF file on a flash-drive no later than February 20, 2026 at 1 p.m. (EST) at the offices of Calvin, Giordano & Associates, Brooks Executive Suites, 9900 Coconut Rd, Suite 346, Bonita Springs 34125 Attention: James P. Ward, District Manager. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in the amount of five thousand dollars (\$5,000.00) with its proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. 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 (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Project Manual Issuance Date. 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, which is available from the District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Phone 954-658-4900, E-Mail: JimWard@JPWardAssociates.com or from the Asset Manager, Richard Freeman, C/O Calvin, Giordano & Associates, Phone (954) 644-9630, E-Mail: Rfreeman@cgasolutions.com.

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 Richard Freeman at RFreeman@cgsolutions.com, and Greg Urbancic at gurbancic@cyklawfirm.com with a further copy to: James P. Ward at JimWard@JPWardAssociates.com.

Tern Bay Community Development District
James P. Ward, District Manager

TERN BAY COMMUNITY DEVELOPMENT DISTRICT

**Landscape & Irrigation Maintenance Services
Charlotte County, Florida**

Instructions to Proposers

1. DUE DATE. Eight hard copies of interested party's ("**Proposer**") written proposal ("**Proposals**") AND a PDF file on a flash-drive must be received no later than February 20, 2026, at 1 p.m. at the offices Calvin, Giordano & Associates, Brooks Executive Suites, 9900 Coconut Rd, Suite 346, Bonita Springs 34125 Attention: James P. Ward, District Manager. 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
February 4, 2026	RFP Notice is issued.
February 4, 2026	RFP package available for distribution.
February 10, 2026 at 10:30 am	On Site Meeting at main entrance with CDD staff
Upon notice to the Asset Manager	Site inspections available at any time.
February 16, 2026 at 4 p.m.	Deadline for questions.
February 20, 2026 at 1 p.m.	Proposals submittal deadline.

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 five-thousand dollars (\$5,000.00) with its Proposal ("**Proposal Guarantee**"). The Proposal Guarantee shall be held until the time of award of contract - but not to exceed 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, paved paths, ground surface, 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. 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 on February 4, 2026 at 9:00 A.M. ("**Project Manual Issuance Date**") by sending an email to Richard Freeman, Asset Manager, RFreeman@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.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 Richard Freeman, Asset Manager, RFreeman@cgasolutions.com, and Greg Urbancic at gurbancic@cyklawfirm.com, with a further copy to James P. Ward at JimWard@JPWardAssociates.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 February 20, 2026, and at 4 pm. 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 eight (8) hard copies AND a PDF file on a flash-drive, 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 (Tern Bay 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, re-advertise, 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 of the 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 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 District 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 or as authorized pursuant to this RFP.

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 the Project Manual Issuance Date, 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 a notice of such a decision. Such protests must be filed at: District

Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Attention: Jim Ward and at the office of the District Attorney, c/o Coleman, Yovanovich, & Koester, Northern Trust Building, 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103, Attention Mr. Greg Urbancic. 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 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 Five Thousand Dollars (\$5,000.00). 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.

**TERN BAY
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment _____ (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. Experience _____ (20 Points Possible) (____ Points Awarded)

This category addresses 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. Understanding Scope of RFP _____ (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 the response to the RFP accurately reflect all information as requested by the District, including but not limited to 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. Financial Capacity _____ (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. Price _____ (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) 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 Price evaluation.

EXAMPLE: Contractor “A” turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 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 (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor “B” will receive 19.81 of 25 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 (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor “C” will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (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, 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
COUNTY OF Duval

Before me, the undersigned authority, appeared the affiant, Kyle DuBois, 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 BD Manager for United Land Services ("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 Tern Bay 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: none presented as of 2.18.26.

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 February 20, 2026**), 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

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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.

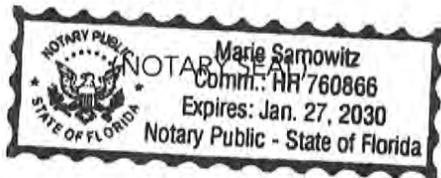
Dated this 18 day of February, 2026.

Proposer: United Land Services
By: Kyle DuBois
Title: Senior Business Development Manager

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of February, 2026 by Kyle DuBois as Business Developer of United Land Services, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

[Signature]
NOTARY PUBLIC, STATE OF



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

**PROPOSAL FORM
PART I - GENERAL INFORMATION**

• *Proposer General Information:*

Proposer Name Florida ULS Operating, LLC BDA United Land Services, LLC

Street Address 12276 San Jose Blvd Ste 747

P. O. Box (if any) n/a

City Jacksonville State Florida Zip Code 32223

Telephone 904-829-9255 Fax no. _____

1st Contact Name Jason Ackman Title VP Maintenance

2nd Contact Name Brett Perez Title Regional Manager

Parent Company Name (if any) United Land Services Operating, LLC

Street Address 12276 San Jose Blvd Ste 747

P. O. Box (if any) n/a

City Jacksonville State Fl Zip Code 32223

Telephone 904-829-9255 Fax no. _____

1st Contact Name Ray Leach Title CEO

2nd Contact Name Donnie Cope Title Senior VP

- Company Standing:

Proposer's Corporate Form: Limited Liability Company
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Delaware Date 4/2020

Is the Proposer in good standing with that State? Yes x 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?

General Liability \$ 1,000,000
Automobile Liability \$ 1,000,000
Workers Compensation \$ 1,000,000
Expiration Date 3/31/2026

- Licensure - Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Please see certifications attached in proposal.

PROPOSAL FORM
PART II - PERSONNEL AND EQUIPMENT

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

Street Address 3973 Arnold Ave, Naples FL 34104

P. O. Box (if any)

City Naples State FL Zip Code 34104

Telephone 813-476-0304 Fax no.

1st Contact Name Brett Perez Title Regional

2nd Contact Name Tom Mootz Title Branch Manager

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

1-2 Supervisors, who will be onsite 2 days per week;
2 Technical personnel, who will be onsite 6 days per Month; and
5 Laborers, who will be onsite 3 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: Khristian Perez

Position / Certifications: Certified POC

Duties / Responsibilities: Fertilizer Insect and Disease

% of Time to Be Dedicated to This Project: 25%

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

Project Name/Location: Waterset South CDD

Contact: John Toborg Contact Phone: 813.933.5571

Project Type/Description: Similar size and scope to your CDD

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

Duties / Responsibilities: Pest and Fertilizer control operator.

Dollar Amount of Contract: \$500,000

Proposer's Scope of Services for Project: Custom landscape maintenance plan, horticulture services, turf and shrub fertilization, pest control, irrigation management, small construction, annual installation, mulch applications, palm pruning, OTC injections, enhancement projects.

Dates Serviced: January 2025 - Current

- *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 NA

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax 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: NA

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:*

United Land Services is an E-verify Company, Multiple background checks are completed by recruiting team prior to interview. More background checks done hiring branch. Drug tests. Randomized drug tests throughout year.

- *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.*

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

OFFICERS

PROPOSER: Florida ULS Operating , DBA United Land Services

DATE: 2/10/2026

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
Jason Lamb	Title treasurer / CFO	Oversees all financials	Jacksonville, Fl
David Ray Leach	CEO	Oversees entire company	Jacksonville, Fl
Tatiana Kurtiyakova	Title Authorized Rep	Oversees AP/AR dept.	Jacksonville, Fl
Tom Enright	VP Business Ops	Oversees fleet/ safety / SOP	Jacksonville, Fl
FOR PARENT COMPANY (if applicable)			
NAME	OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Jason Lamb	Title treasurer / CFO	Oversees all financials	Jacksonville, Fl
David Ray Leach	CEO	Oversees entire company	Jacksonville, Fl
Tatiana Kurtiyakova	Title Authorized Rep	Oversees AP/AR dept.	Jacksonville, Fl
Tom Enright	VP Business Ops	Oversees fleet/ safety / SOP	Jacksonville, Fl

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

SUPERVISORY

PERSONNEL

WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Florida ULS Operating, DBA United Land Services

DATE: 2/10/2026

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
Donnie Cope	Senior VP	Oversee all operations	Jax		11	20
Jason Ackman	VP Maint.	Oversees Maint. Div. Ops	Orlando		10	25
Brett Perez	Regional	Oversees Central FL. Ops	Tampa		5	14
Thomas Mootz	Branch Mgr	Oversees Branch Ops	Tampa	5%, 1	5	25
Cristi Cochran	Account Mgr	Oversees Crews/ Client	Tampa	40%, 2	15	31
Tyler Williams	Irrigation Mgr	Oversees Irrigation Ops	Tampa	25% 2	15	21
William Jeffrey	Production Mgr	Oversees Crew Efficiency	Tampa	25%, 2	7	10

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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

PROPOSER: Florida ULS Operating, DBA United Land Services

DATE: 2/10/2026

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
	Please see attached fleet and equipment.		
	All new equipment has been insatlled at this branch.		

Asset Type	Asset Owned	VIN/ SERIAL #
MOWER	Gravely Prostance 60	994143011065
MOWER	Gravely Prostance 60	994114020022
MOWER	Gravely Prostance 52	994130040018
MOWER	Gravely Prostance 36	994119000489
MOWER	JD 661R	1TC661RMJHT051290
MOWER	JD 661R	1TC661RMTH051298
MOWER	JD 652R	ITC652RKJHT060045
MOWER	JD 652R	1TC652RKCHT060015
MOWER	JD Z950	1TC950MDCKT080038
MOWER	JD 661R	ITC661RMJKT070042
MOWER	Gravely Trekker	996123020000
MOWER	Gravely Prostance 36	994119000170
MOWER	JCB 406	JCB406POC71163750
MOWER	JD 317G	1T0317GJTJJ337051
MOWER	JD 652R	1TC652RKANT100141
MOWER	JD 652R	1TC652RKLHT0060021
MOWER	JD 661R	1TC661RMPJT060266
MOWER	JD 661R	1TC661RMKJT0600060
MOWER	JD 636M	1TC636MGLJT060414
MOWER	JD 652R	1TC652RKHMT090762
MOWER	JD 661R	1TC661RMCKT075274
MOWER	JD 661R	1TC661RMEKT075010
MOWER	Ryan 544945A	54494506920
MOWER	Vermeer RTX100	1VR9071R3F1001871
MOWER	Vermeer BC1000XL	1VRY11192J1025528
MOWER	JD 661R	1TC661RMPKT0753034
MOWER	JD 661R	1TC661RMCKT075025
MOWER	Gravely Prostance 60	994143011064
MOWER	Gravely Prostance 60	994143020000
MOWER	Gravely Prostance 52	994142011048
MOWER	JD 652R	1TC652RKTNT100132
MOWER	JD 652R	1TC652RKHNT100157
MOWER	JD 652R	1TC652RKKHT051246
MOWER	JD Z950M Ztrak	1TC950MDCNT120011
MOWER	652R Quiktrak	1TC652RKTNT100485
MOWER	652R Stand-on Mowers	1TC652RKTPT110257
MOWER	652R Stand-on Mowers	1TC652RKHPT110254
MOWER	Z950 Mower	1TC950MDVPT120921
MOWER	Z950 Mower	1TC950MGPNT120127
MOWER	2023 John Deere Z950M Mower	1TC950MCKPT122235
MOWER	2023 John Deere Z950M Mower	1TC950MCKPT122137
MOWER	2023 John Deere 636M	1TC636MGPPT110275
MOWER	TOR 22225 Turfmaster HDX 30" KOH CVZ200	412566975
MACHINERY2	STI BR600 64.9CC BR600 Backpack Blower (3)	533845410, 529450208, 534563507
MACHINERY2	STI HL94K Hedgetrimmer (2)	53409899, 53409900
		529913187, 529913198, 531944989,
		531944998, 531945005, 530524512,
		530523180, 530523242, 531034306,
		532658858, 532658861, 532918870,
MACHINERY2	STI 2-Stroke Equipment	532918839, 532918866, 532918863
MACHINERY2	2 Cycle Order for Bradenton location	531545221, 531545229, 535659032,
		535659019, 536440333, 536825125

Asset Type	Asset Owned	VIN/ SERIAL #
		536677394/536677392, 532889143/533722353/533722331/53 2889160, 535659089/535659082/535658996/53 5718314,
MACHINERY2	Spring 2-Cycle Order - HL94K hedger, FS91R Trimmer, FC91 edger, BR600 blower, PS880 Pole Saw, SG20 Bp Sprayer	538316782/538316780/538091808/53 6995778/537047290/539091917, 536236889) SN 536236885)
MACHINERY2	Trimmers, blowers, edgers- Spring 2- Cycle Equipment	536153278) 536153276) 536035771) 536032671) 536032668) 535986482) 538323604) 538196164) 538196162)
MACHINERY2	Stihl 2 Cycle Order (1-Mower, 1-Edger, 3-Blowers)	mam1584927, 538854534, 538494871, 538494864, 538494859
MACHINERY2	Capitalize chain saws, hedge trimmers, pole saw	539406923, 536296229 534393043, 534393039
MACHINERY2	Small 2-Cycle Order - 4 Backpack Blowers, 4 Hedge Trimmers	4 Backpack Blowers 538763099,538896693, 538896694,538896702 4 Hedge Trimmers 539406495, 539406960, 539406500, 540052212
VEHICLE	2013 Ford F250	1FT7X2A62DEA11552
VEHICLE	2016 Chevrolet 3500	54DBDW1B7GS811269
VEHICLE	2012 Ford F250	1FT7X2A67CEC24334
VEHICLE	2015 Isuzu NPR	54DC4J1B3FS801103
VEHICLE	2015 Isuzu NPR	54DC4J1B1FS802749
VEHICLE	2015 Ford F250	1FT7X2A63FEC68612
VEHICLE	2015 Isuzu NPR	54DC4J1B1FS801102
VEHICLE	2012 Ford F150	1FTMF1CMXCKD25753
VEHICLE	2013 Ford F250	1FT7W2B69DEB22343
VEHICLE	2016 Chevrolet Chasis 3500	54DBDW1B1GS812353
VEHICLE	2018 Chevrolet W3500	54DBDJ1B8JS802235
VEHICLE	2015 Isuzu NPR	54DC4J1B1FS806509
VEHICLE	2007 Ford F750 Series 4 F750 Water	3FRPF75E07V518205
VEHICLE	2014 Isuzu NPR	54DC4J1B9ES805039
VEHICLE	2015 Chevrolet 1500	1GCNCPEH7FZ371472
VEHICLE	2015 Ford F250	1FTBF2A63FEC50124
VEHICLE	2015 Ford F250	1FT7X2A67FEC50131
VEHICLE	2012 Ford Transit Connect	NMOLS7AN3CT079366
VEHICLE	2016 Chevrolet 4500	54DCDJ1BXGS809524
VEHICLE	2016 Chevrolet 4500	54DCDW1B2G814018
VEHICLE	2017 Ford F550	1FD0W5HT3HEC18776
VEHICLE	2017 Ford F550	1FD0W5GT6HEE61466
VEHICLE	2014 Ford F250	1FT7X2A6XEEA74514
VEHICLE	2017 Isuzu NPR	54DC4J1B7HS808672
VEHICLE	2013 Ford F150	1FTMF1CM1DKE62310
VEHICLE	2019 Ford Truck W/Terexx40RM Bucket S/	1FDUF5HT4KDA24045
OTHER	2014 Traffix Devices	1E9TF160DVC521392
VEHICLE	2019 GMC/Chevrolet 5500HD	1HTKHPVK6KH885493
VEHICLE	2018 Ford F150	1FTMF1CB0JKD87691
VEHICLE	2019 Ford F150	1FTMF1CB2KKE44782
VEHICLE	2017 Ford F150	1FTMF1C88HKD56817
VEHICLE	2015 Ford F250	1FT7X2A66FEA89030
VEHICLE	2020 Isuzu NPR	54DC4J1D8LS208639
TRAILER	2013 Predator Eagle	5HVBU1623DL123164
TRAILER	2020 Utility Trailer	5HVBU1621LL126093
TRAILER	2015 O'Dell Trailer	16VPX1620E3053803
TRAILER	2018 Predator Eagle	5HVBU1828JL125176
TRAILER	2015 O'Dell Trailer	5HVBU1620GL123904

Asset Type	Asset Owned	VIN/ SERIAL #
TRAILER	2009 PJ Trailer Gooseneck	4PFD302391130921
TRAILER	2009 Enrgyabs Trailer	1E9TC23139A362089
VEHICLE	2013 Express UT6102012	5GLBU2022DC000248
TRAILER	2013 Preda Series 71602	5HVBU1623DL123262
TRAILER	2015 Predator Eagle	5HVBD1423FL123768
TRAILER	2015 O'Dell Trailer	5HVCC2029GL123860
TRAILER	2015 O'Dell Trailer	5HVBU1625GL123915
TRAILER	2018 Predator Eagle	5HVBU1828JL125177
TRAILER	2017 Down2Earth	5MYVV182XEB053834
TRAILER	2019 Predator Trailer	5HVBU1620KL125533
TRAILER	Predator Irrigation Trailer	n/a

**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 Waterset South CDD Name/Location:

Contact: John ToBorg Contact
Phone: 813-933-5571

Project
Type/Description: CDD Common Area Commercial Landscape
Dollar \$600,000 Amount of
Contract: 3 yr starting January 2025

Scope of Services for Project: Commercial landscape maintenance , irrigation and agronomics for all common areas . Mulch, Annuals and Enhancements

Dates Serviced: January 2025 - Current
Please see references sheets for more references

- 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:
2025 = \$285 Million
2024 = \$242 Million
202= \$153 Million

- 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: Harbor Isles CDD

Contact: Angel Montagnas Contact Phone: _____

Project Type/Description: CDD Commercial Maintenance

Dollar Amount of Contract: \$300,000

How was the project similar to this project? Commercial landscape maintenance , irrigation and agronomics for all common areas.

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

turf and shrub fertilization, pest control, weed control, irrigation, annual installation, mulch, palm pruning, OTC injections, mowing, detailing of shrubs, enhancements

List of equipment used on site:

52" and 36" mower, edger, weed eater, back pack blower, pack back sprayer , pruning shears, irrigation van, trailers, pole saw,

List of subcontractors used: NA

Is this a current contract? Yes x No ___

Duration of contract: Oct 2023 - present

- (Information regarding similar projects - continued)

Project Name/Location:

Celebration CDD

Contact: Angel Montagnas Contact

Phone: _____

Project CDD landscape maintenance

Type/Description: Commercial Maintenance for CDD

Dollar Amount of

Contract: \$1.2 Million

How was the project similar to this project? _____

Commercial landscape maintenance , irrigation and agronomics for all common areas

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

turf and shrub fertilization, pest control, irrigation, mowing and detailing, mulch, enhancements, weed control

List of equipment used on site:

52" and 36" mower, edger, weed eater, back pack blower, pack back sprayer , pruning shears, irrigation van, trailers, pole saw,

List of subcontractors used: _____

Is this a current contract? Yes X No ____

Duration of contract: 2023 - present

- (Information regarding similar projects - continued)

Project Name/Location:

Magnolia Park CDD

Contact: Barry Jeskewich Contact 321-263-0132

Phone: _____

Project CDD landscape maintenance

Type/Description: Commercial Landscape CDD

Dollar Amount of

Contract: \$250,000

How was the project similar to this project? _____

Commercial landscape maintenance , irrigation and agronomics for all common areas

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

turf and shrub fertilization, pest control, weed control, irrigation, annual installation, mulch, palm pruning, OTC injections, mowing, detailing of shrubs,

List of equipment used on site:

52" and 36" mower, edger, weed eater, back pack blower, pack back sprayer , pruning shears, irrigation van, trailers, pole saw,

List of subcontractors used: NA

Is this a current contract? Yes X No ____

Duration of

contract: August 2024 - present

- (Information regarding similar projects - continued)

Project Name/Location:

Town of Kindred I and II

Contact: Paul Almonte Contact

Phone: palmonte@artemislifestyles.com

Project

Type/Description: CDD - Commercial Landscape Maintenance

Dollar Amount of

Contract: \$1.2 M

How was the project similar to this project? Commercial landscape, irrigation and agronomics for common areas, club house and townhomes.

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

Turf and shrub fertilization, irrigation, mowing and detailing, pest control, enhancements, mulch Remembrance Park maintenance

List of equipment used on site:

60', 52' and 36' Mowers, Irrigation Van, Z Sprayer, Edger, Pole saw, Weed Eater, Back pack Blower, Pruning Shears, Black pack Sprayer, trailers, 2500 Truck

List of subcontractors used: NA

Is this a current contract? Yes No

Duration of

contract: 2022 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 X No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: Luxe Apartments

Contact: No longer there Contact Phone: 656-233-0301

Project Type/Description: Apartments

Dollar Amount of Contract: \$80,000

Scope of Services for Project: _____

General Maintenance, Irrigation Management, turf and shrub horticulture program.

Dates Serviced:

2020 - 2024

Reason for Termination: New Manager came in and made a change at landscaper.

Team was not warned or given reason for cancellation.

- 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 Failure to ensure use of fall protection in an aerial lift. \$7,500. Classified as "Less Than Serious" . Increased safety program for employees.

What is the Proposer's current worker compensation rating? .79

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 No

If yes, please describe each incident Incidents range from slip and falls, to lower back injuries from not lifting properly.

- 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 If yes, please provide:

The names of the entities NA

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.

NA

- *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.*

NA

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 United Land Services ("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 16th day of February, 2026.

Proposer: United Land Services
By: Kyle Dubois
Title: Business Development Manager

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of February, 2026, by Kyle Dubois, as Business Developer of United Land Services, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Keely Renee Haverland
NOTARY PUBLIC, STATE 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 Tern Bay 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 Business Development Manager for United Land Services ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 4195 62nd Avenue N. Pinellas Park, FL. 33781

4. Proposer's Federal Employer Identification Number (FEIN) is 85-24 97925

(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.)

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 16th day of February, 2026.

Proposer: United Land Services
By: Kyle DuBois
Title: Business Development Manager

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of February, 2026 by Kyle DuBois as Business Development of United Land Services, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

[Handwritten Signature]
NOTARY PUBLIC, STATE OF



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 Tern Bay 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 Business Development Manager for United Land Services ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is 4195 62nd Avenue N. Pinellas Park, FL. 33781

- 4. Proposer's Federal Employer Identification Number (FEIN) is 85-24 97925

(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.

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 16th day of February, 2026.

Proposer: United Land Services
By: Kyle DuBois
Title: Business Development Manager

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of February, 2026, by Kyle DuBois as Business Developer of United Land Services, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

[Signature]
NOTARY PUBLIC, STATE OF

(NOTARY SEAL)



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



Pricing Bid Forms

**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 (Mowing) \$ 112,855 Yr (total)

Mowing - All grass areas will be mowed on the following schedule:

MARCH 15 - NOVEMBER 1 - Once a week	\$ 2,821	Ev Wk
NOVEMBER 1 - MARCH 14 - Once every two weeks	\$ 2,821	Ev 2 Wks

This schedule estimates that there will be between 40 - 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 four (4) inches. Each mowing should leave the St. Augustine grass to be maintained at a height of three and one half (3 1/2) to four (4) 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 anyone mowing. All blades shall be always kept sharp to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn if 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. And 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 clock 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 mowing event. Contractor is to include in his proposal, 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.

PART 2

General Landscape Maintenance - Edging and Trimming

MARCH 15 - NOVEMBER 1 - Once a week	\$ 865	Ev Wk
NOVEMBER 1 - MARCH 14 - Once every two weeks	\$ 865	Ev 2 Wks

All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at 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. 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.

PART 3

TREE AND SHRUB CARE -

Tree Trimming		\$ Included	Once/Year
Shrub Trimming (Total Cost)		\$ 66,394	8 Times/Year
Shrub Trimming (Provide Cost Per Trim)		\$ 8,299	Cost/Trim

All deciduous trees less than 15' in height 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 always appear neat. 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 streetlights 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

always maintaining 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 Heritage Landing. 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 always pulled away from the base of ALL landscape lights, 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.

PART 4

WEEDS AND GRASSES

Yearly Each	\$ 14,000	Total
	\$ 583	24X per year

All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be always cultivated and maintained in an orderly fashion. 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. HAND PULLING MUST BE PERFORMED.

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.

PART 5

Fertilization (All labor and materials)	\$ 30,260	Yr
	Includes 3x Shrub, 3x Palm Fert and 4x Turf Fert.	

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

Any fertilizer ordinance in place for Charlotte 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 CHARLOTTE COUNTY, ISSUED BY THE

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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.

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Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off all hard surfaces onto lawns or beds in order to avoid staining. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY 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.

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 all rights to payment for the applications made without notification.

ST. AUGUSTINE (per specifications in Part 5)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL TONS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	16-0-8	1 lbs. N/1000 SF	8.5	\$4,396 based of 867,000 turf sqft.
April	16-0-8	1 lbs. N/1000 SF	8.5	\$4,396
June	16-0-8	1lbs. N/1000 SF	8.5	\$4,396
October	16-0-8	1lbs. N/1000 SF	8.5	\$4,396

NOTE: A complete fertilizer will vary according to soil test results, subject to a rate of 4-6 obs. N/1000 sq. ft/ year. A minimum 50% Nitrogen shall be in slow release form.

PALMS (per specifications in Part 5)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	8N-2P205-12K20+4MG	1.5lgs/100sf	5.6 tons	
April	8N-2P205-12K20+4MG	1.5lgs/100sf	5.6 Tons	
October	8N-2P205-12K20+4MG	1.5lgs/100sf	5.6 Tons	

Application Rates and Total Pounds to be applied for St Augustine and Palms is not in line with RFP requested maintenance areas.

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

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy three times per year (February, May, October). 100% of the N, K & Mg MUST 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.

Sable Palms are not to be fertilized in this RFP.

PART 6

Pest Control (All labor and materials) \$ **3,362** **12 times/Yr**

The CDD reserve the right to subcontract out any and all of these events.

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 control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for the 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 not 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 themselves 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 pests 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.

* 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 the month after 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.

The CDD 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.

\$ TBD 12 times / Yr

\$650 /acre. Spot treatment recommended.

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 7

Irrigation (All labor and materials) **\$ 22,419 /Yr**

Contractor shall inspect the irrigation system 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 proposal. This information shall be provided on a separate spreadsheet.

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. Test automatic protection devices

GRAND TOTAL (PARTS 1 - 8- This is what contract will be written for)

	\$ 283,872	/Yr
FIRST ANNUAL RENEWAL	\$ 283,872	/Yr*
SECOND ANNUAL RENEWAL	\$ 298,000	/Yr*
THIRD ANNUAL RENEWAL	\$ 298,000	/Yr*

**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	\$ 48	Hour
B.	Bush-Hog w/operator	\$ 75	Hour
C.	Tractorw/operator	\$ 125	Hour
D.	Supervisor with Transportation	\$ 65	Hour
E.	Laborer with hand equipment	\$ 45	Hour
F.	Truck w/driver	\$ 65	Hour
G.	Irrigation Tech	\$ 75	Hour
H.	Granular Pesticide Applicator Person with Drop Spreader	\$ 75	Hour
I.	Liquid Pesticide Applicator Person with Spray Truck	\$ 75	Hour
J.	Granular Fertilizer Applicator Person with Drop Applicator	\$ 75	Hour
K.	Liquid Fertilizer Applicator Person with Spray Truck	\$ 75	Hour
L.	Granular Weed Control Applicator Person with Drop Applicator	\$ 75	Hour
M.	Liquid Weed Control Applicator Person with Spray Truck	\$ 75	Hour
N.	Laborer for Additional Trash Pick-Up	\$ 48	Hour
O.	Lump Sum Mowing ⁽¹⁾ ,	\$ 2,800	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:				
Hour	Supervisor	\$	95	per
Hour	Crew Leader	\$	70	per
Hour	Crew Member	\$	50	per
B. Debris removal equipment unit costs:				
Hour	Machine with Grapppler	\$	125	per
Hour	Pump Truck with Trailers	\$	100	per
Hour	Chipper	\$	90	per
C. Other emergency/disaster related unit costs:				
Hour	Dump Fees	\$	300	per
Hour	MTC	\$	100	per
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.

EXHIBIT "A"
SCOPE OF SERVICES

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. 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.

1) 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 Skye Ranch. 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. HAND PULLING MUST BE PERFORMED.

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) 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.

6) 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 St. Johns 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 CHARLOTTE 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:

January	A complete fertilizer based on soil tests + PreM
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	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

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. 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 RESPONSIBILITY 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 **MUST** 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, chinch bugs, grubs, nematodes, fire ants, 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.

These inspections shall include:

B. 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.

C. Water Sources

1. Visual inspection of water source
2. 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

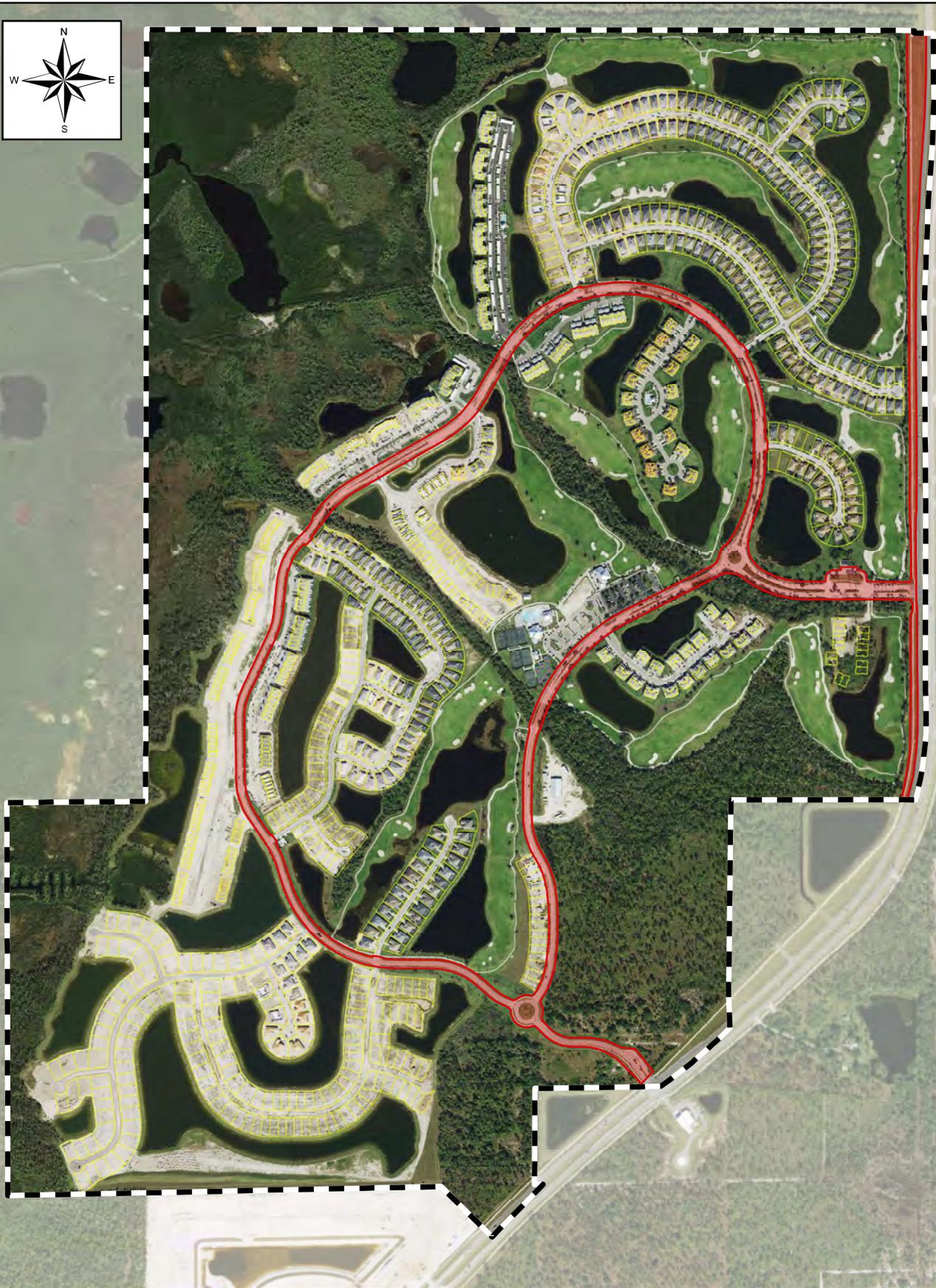
Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers 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 Charlotte County or any other governmental agencies. It is the responsibility of the Contractor to insure 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.

(EXHIBIT "D")
MAINTENANCE MAP



Tern Bay CDD

Legend

-  CDD Landscape Maintenance Responsibilities
-  Parcel Outlines
-  Heritage Landing Boundary

Date: 11/6/2025



***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.



Financial Reporting Deck
For the Period Ending September 30, 2025

United Land Services

Consolidated Income Statement - Pro-Forma



As of September 30, 2025

	CURRENT MONTH					YEAR TO DATE					Trailing Twelve Months		
	09-2025	09-2025	09-2024	Variance F/(U)		09-2025	09-2025	09-2024	Variance F/(U)		09-2025	09-2024	Var F/(U)
	Actuals	Budget	Prior	Budget	Prior	Actuals	Budget	Prior	Budget	Prior	Actuals	Actuals	Var
Net Revenue	18,599	22,215	21,646	(3,616)	(3,047)	185,242	187,162	198,686	(1,919)	(13,444)	251,947	260,491	(8,544)
% Net Sales to Gross Revenue	100.0%	100.0%	100.0%			100.0%	100.0%	100.0%			100.0%	100.0%	-3.3%
Direct Labor	5,025	5,676	5,516	650	491	43,585	45,985	46,534	2,401	2,949	58,137	59,439	1,301
Direct Subcontractor Costs	2,193	2,512	3,076	319	883	22,890	21,066	21,959	(1,824)	(931)	32,013	28,147	(3,866)
Direct Material	4,677	5,766	5,432	1,088	754	47,435	49,281	57,305	1,846	9,870	65,946	75,643	9,697
Other Direct Costs	131	150	296	19	164	1,748	1,155	1,941	(593)	193	2,332	2,642	310
Total COGS	12,027	14,103	14,319	2,077	2,292	115,657	117,487	127,738	1,829	12,081	158,428	165,871	7,443
Direct Margin	6,572	8,111	7,327	(1,539)	(755)	69,585	69,675	70,948	(90)	(1,363)	93,519	94,620	(1,102)
% Direct Margin to Sales	35.3%	36.5%	33.8%			37.6%	37.2%	35.7%			37.1%	36.3%	
Indirect Labor	1,660	1,432	1,273	(227)	(387)	14,510	13,444	13,201	(1,065)	(1,309)	19,550	18,242	(1,308)
Vehicle & Equipment	1,354	1,459	1,510	105	156	12,277	12,503	13,192	226	915	16,481	17,192	711
COGS Depreciation	935	934	892	(1)	(42)	8,734	8,294	7,538	(440)	(1,196)	11,574	9,610	(1,963)
Other Indirect Costs	12	181	107	168	94	1,349	1,615	1,759	266	410	1,645	2,228	583
Total Indirect COGS	3,961	4,006	3,782	45	(179)	36,869	35,856	35,690	(1,013)	(1,179)	49,250	47,272	(1,977)
Gross Profit	2,612	4,106	3,545	(1,494)	(933)	32,716	33,819	35,257	(1,103)	(2,542)	44,269	47,348	(3,079)
% Gross Profit to Sales	14.0%	18.5%	16.4%			17.7%	18.1%	17.7%			17.6%	18.2%	
Selling Expenses	310	280	233	(31)	(77)	2,903	2,590	2,091	(313)	(812)	3,686	2,722	(964)
Administrative Salaries	1,156	1,349	1,234	193	78	11,718	12,431	11,244	713	(474)	15,780	15,078	(702)
Rent	289	258	265	(31)	(24)	2,415	2,300	2,313	(115)	(101)	3,190	3,002	(188)
Professional Fees	30	39	40	9	11	288	340	394	52	106	419	466	47
Technology Expenses	93	70	75	(23)	(18)	751	620	591	(131)	(159)	960	806	(154)
Other G&A	381	371	446	(9)	65	3,412	3,281	3,831	(130)	420	4,584	5,096	512
SG&A Depreciation	57	52	53	(4)	(4)	511	470	468	(41)	(43)	291	615	324
Regional Allocation	-	-	-	-	-	-	-	-	-	-	-	-	-
Total SG&A	2,315	2,418	2,345	103	31	21,998	22,033	20,934	35	(1,064)	28,908	27,785	(1,123)
% SG&A to Sales	12.4%	10.9%	10.8%			11.9%	11.8%	10.5%			11.5%	10.7%	
Operating Income	297	1,687	1,200	(1,390)	(903)	10,718	11,786	14,323	(1,068)	(3,605)	15,361	19,563	(4,202)
% Operating Income to Sales	1.6%	7.6%	5.5%			5.8%	6.3%	7.2%			6.1%	7.5%	
Amortization	940	815	813	(125)	(127)	7,924	7,335	7,142	(589)	(781)	10,449	10,427	(22)
Interest	1,642	3,139	1,297	1,497	(346)	14,384	12,319	11,564	(2,065)	(2,820)	17,983	15,347	(2,636)
Non-Op (Income)/Expense	(939)	4	(135)	943	804	(1,031)	3	(221)	1,033	810	(1,195)	(538)	656
Non-Recurring	1,296	86	390	(1,210)	(906)	5,220	807	4,207	(4,413)	(1,012)	8,758	4,711	(4,047)
Mgt/BOD Fees	67	67	67	-	(0)	600	600	610	0	10	790	810	20
Tax Expense	-	0	-	0	-	7	1	3	(6)	(4)	(477)	194	670
Net Income	(2,708)	(2,424)	(1,231)	(285)	(1,477)	(16,386)	(9,278)	(8,982)	(7,107)	(7,404)	(20,948)	(11,388)	(9,560)
% Net Income to Sales	-14.6%	-10.9%	-5.7%			-8.8%	-5.0%	-4.5%			-8.3%	-4.4%	
EBITDA	865	2,517	1,823	(1,652)	(958)	15,174	19,141	17,734	(3,967)	(2,560)	18,872	24,806	(5,934)
% EBITDA to Sales	4.7%	11.3%	8.4%			8.2%	10.2%	8.9%			7.5%	9.5%	
Adjusted EBITDA	2,228	2,670	2,280	(442)	(52)	20,994	20,548	22,551	446	(1,557)	28,420	30,327	(1,907)
% Adjusted EBITDA to Sales	12.0%	12.0%	10.5%			11.3%	11.0%	11.3%			11.3%	11.6%	

United Land Services

Rolling TTM



For the Period Ending September 30, 2025

	Period Ending 09-2024	Period Ending 10-2024	Period Ending 11-2024	Period Ending 12-2024	Period Ending 01-2025	Period Ending 02-2025	Period Ending 03-2025	Period Ending 04-2025	Period Ending 05-2025	Period Ending 06-2025	Period Ending 07-2025	Period Ending 08-2025	Period Ending 09-2025	Trailing 12-Month Total
Net Revenue	21,646	24,012	21,589	21,104	21,502	20,041	22,073	22,476	20,519	20,290	20,198	19,544	18,599	251,947
% Net Sales to Gross Revenue	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Direct Labor	5,516	5,638	4,561	4,354	4,176	3,938	4,558	5,242	5,059	5,156	5,382	5,049	5,025	58,137
Direct Subcontractor Costs	3,076	3,467	2,681	2,975	2,547	2,355	2,429	3,145	2,434	2,730	2,288	2,770	2,193	32,013
Direct Material	5,432	6,503	6,297	5,711	5,863	5,374	6,448	6,039	4,847	4,819	4,870	4,498	4,677	65,946
Other Direct Costs	296	197	174	213	268	321	195	186	190	219	129	109	131	2,332
Total COGS	14,319	15,804	13,713	13,254	12,854	11,987	13,630	14,611	12,530	12,924	12,669	12,425	12,027	158,428
Direct Margin	7,327	8,208	7,876	7,850	8,648	8,055	8,443	7,865	7,989	7,366	7,529	7,118	6,572	93,519
% Direct Margin to Sales	33.8%	34.2%	36.5%	37.2%	40.2%	40.2%	38.2%	35.0%	38.9%	36.3%	37.3%	36.4%	35.3%	37.1%
Indirect Labor	1,273	1,630	1,761	1,649	1,821	1,462	1,528	1,487	1,788	1,477	1,825	1,462	1,660	19,550
Vehicle & Equipment	1,510	1,649	1,335	1,221	1,377	1,352	1,481	1,300	1,317	1,334	1,400	1,362	1,354	16,481
COGS Depreciation	892	910	949	981	963	974	958	968	865	928	1,181	964	935	11,574
Other Indirect Costs	107	66	214	17	136	109	128	221	191	191	157	204	12	1,645
Total Indirect COGS	3,782	4,254	4,258	3,868	4,296	3,897	4,094	3,975	4,161	3,930	4,563	3,992	3,961	49,250
Gross Profit	3,545	3,954	3,617	3,982	4,351	4,158	4,349	3,889	3,828	3,437	2,966	3,127	2,612	44,269
% Gross Profit to Sales	16.4%	16.5%	16.8%	18.9%	20.2%	20.7%	19.7%	17.3%	18.7%	16.9%	14.7%	16.0%	14.0%	17.6%
Selling Expenses	233	252	256	275	311	299	309	338	354	337	353	291	310	3,686
Administrative Salaries	1,234	1,312	1,283	1,468	1,562	1,393	1,338	1,341	1,398	1,263	1,280	987	1,156	15,780
Rent	265	258	262	256	259	262	262	249	250	261	279	304	289	3,190
Professional Fees	40	53	39	39	31	36	40	40	26	27	20	39	30	419
Technology Expenses	75	65	68	76	80	81	81	81	82	83	82	88	93	960
Other G&A	446	445	387	339	384	420	398	382	401	327	340	379	381	4,584
SG&A Depreciation	53	53	55	(328)	54	55	55	57	59	59	58	57	57	291
Regional Allocation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total SG&A	2,345	2,437	2,349	2,124	2,681	2,546	2,484	2,488	2,569	2,357	2,413	2,145	2,315	28,908
% SG&A to Sales	10.8%	10.1%	10.9%	10.1%	12.5%	12.7%	11.3%	11.1%	12.5%	11.6%	11.9%	11.0%	12.4%	11.5%
Operating Income	1,200	1,517	1,268	1,858	1,670	1,611	1,865	1,401	1,259	1,080	553	982	297	15,361
% Operating Income to Sales	5.5%	6.3%	5.9%	8.8%	7.8%	8.0%	8.5%	6.2%	6.1%	5.3%	2.7%	5.0%	1.6%	6.1%
Amortization	813	792	823	910	846	846	833	781	842	925	972	940	940	10,449
Interest	1,382	1,396	1,457	1,651	1,515	1,481	1,522	1,667	1,524	1,559	1,716	1,758	1,642	18,888
Non-Op (Income)/Expense	(135)	(1)	(1)	(163)	123	(56)	(71)	38	(248)	45	78	-	(939)	(1,195)
Non-Recurring	390	1,776	1,004	759	157	549	584	258	1,232	587	240	318	1,296	8,758
Mgt/BOD Fees	67	57	67	67	67	67	67	67	67	67	67	67	67	790
Tax Expense	-	-	-	(483)	-	-	-	8	-	(1)	-	-	-	(477)
Net Income	(1,317)	(2,503)	(2,082)	(883)	(1,037)	(1,274)	(1,068)	(1,418)	(2,159)	(2,102)	(2,519)	(2,100)	(2,708)	(21,853)
% Net Income to Sales	-6.1%	-10.4%	-9.6%	-4.2%	-4.8%	-6.4%	-4.8%	-6.3%	-10.5%	-10.4%	-12.5%	-10.7%	-14.6%	-8.7%
EBITDA	1,823	648	1,202	1,848	2,340	2,082	2,299	2,063	1,132	1,368	1,407	1,618	865	18,872
% EBITDA to Sales	8.4%	2.7%	5.6%	8.8%	10.9%	10.4%	10.4%	9.2%	5.5%	6.7%	7.0%	8.3%	4.7%	7.5%
Adjusted EBITDA	2,280	2,480	2,273	2,673	2,564	2,697	2,950	2,388	2,430	2,022	1,713	2,003	2,228	28,420
% Adjusted EBITDA to Sales	10.5%	10.3%	10.5%	12.7%	11.9%	13.5%	13.4%	10.6%	11.8%	10.0%	8.5%	10.2%	12.0%	11.3%

United Land Services
Consolidated Balance Sheets
Balance Sheet
Amounts in \$000's

	09-2025	09-2024	12-2024	CME v PYCME	CME V PYE
	Actual	Actual	Actual	Actual	Actual
Assets					
Cash & Equivalents	7,241	2,762	4,890	4,480	2,351
Net Receivables	24,968	34,472	35,346	(9,504)	(10,378)
Inventory	3,485	5,091	4,812	(1,606)	(1,327)
Prepaid Expenses	4,729	4,204	2,782	524	1,946
Other	3,348	2,657	3,055	691	293
Total Current Assets	43,771	49,186	50,885	(5,415)	(7,114)
Fixed Assets	70,478	60,787	66,030	9,692	4,448
Accumulated Depreciation	(17,605)	(12,010)	(13,194)	(5,594)	(4,411)
Net Fixed Assets	52,874	48,777	52,837	4,097	37
Assets Under Construction	-	-	-	-	-
Deferred Taxes	0	0	0	-	-
Loan Origination Fees	-	-	-	-	-
Net Intangibles	66,879	60,931	61,374	5,948	5,504
Related Party Receivable	2,370	909	2,259	1,461	111
Other Long Term Assets	520	337	395	183	124
Total Assets	166,413	160,139	167,751	6,274	(1,337)
Liabilities					
Accounts Payable	11,177	17,006	17,049	(5,829)	(5,871)
Accrued Interest	-	-	-	-	-
Related Party payable	-	-	-	-	-
Other Current Liabilities	12,791	8,921	7,660	3,870	5,131
Total Current Liabilities	23,968	25,927	24,708	(1,959)	(741)
Debt					
Long Term Notes Payable-Twinbrook	114,249	102,828	102,566	11,421	11,683
Long Term Notes Payable-Pennant P	30,187	15,467	26,713	14,720	3,474
Deferred Financing Costs	(1,778)	(2,671)	(2,567)	892	788
Long Term Notes Payable-Other	8,138	3,651	3,674	4,487	4,465
Revolver	-	-	1,800	-	(1,800)
Capital Lease	12,065	13,664	14,983	(1,600)	(2,918)
Operating Lease	4,863	5,392	5,621	(528)	(758)
Sellers Note	3,296	854	854	2,442	2,442
Pre-Acquisition Debt	-	-	-	-	-
Total Debt	171,020	139,186	153,644	31,834	17,376
Other Long Term Liabilities	369	801	369	(433)	-
Total Liabilities	195,357	165,914	178,721	29,442	16,635
Equity					
Capital Stock	43,388	41,749	43,240	1,638	148
Retained Earnings	(72,331)	(47,524)	(54,210)	(24,807)	(18,121)
Total Equity	(28,943)	(5,775)	(10,971)	(23,169)	(17,973)
Total Liabilities and Shareholder's Equity	166,413	160,139	167,751	6,274	(1,337)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

United Land Services Holdings, LLC
14701 Heritage Landing Blvd.
Punta Gorda, FL 33955

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653
Mailing Address for Notices
same as above

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.

OWNER:

(Name, legal status and address)

Tern Bay Community Development District
c/o Calvin, Giordano & Associates, Brooks Executive Suites, 9900
Coconut Rd., Suite 346
Bonita Springs, FL 34125

BOND AMOUNT: \$5,000.00 Five Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

Tern Bay CDD Landscape & Irrigation Maintenance Services

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 13th day of February, 2026.

United Land Services Holdings, LLC

(Principal)

(Seal)

(Witness)

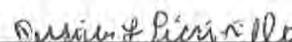
By:

(Title)

The Hanover Insurance Company

(Surety)

(Seal)


(Witness) Jessica L. Piccirillo

By: 
(Title) Victoria Ernest, Attorney-in-Fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

William G. Franey, John R. Muha II, Brenda L. Patterson, Jeri L. Russell,
Eamonn Long, and/or Victoria Ernest

Of Franey Muha Alliant of Lanham, MD each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of January, 2023.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Salvatore, Executive Vice President



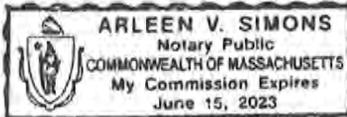
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

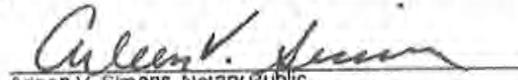

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 11th day of January, 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney Issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 13th day of February 2026.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

CERTIFIED COPY

**The Hanover Insurance Company, Bedford, New Hampshire
Assets and Liabilities as of December 31, 2024**

ASSETS

Cash in Banks (Including Short-Term Investments).....	\$	163,244,951
Bonds and Stocks.....	\$	8,489,361,280
Other Admitted Assets.....	\$	<u>2,697,333,556</u>
Total Admitted Assets.....	\$	<u>11,349,939,787</u>

LIABILITIES, CAPITAL AND SURPLUS

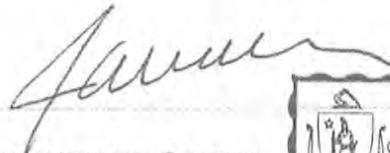
Reserve for Unearned Premiums.....	\$	2,581,837,191
Reserve for Loss and Loss Expense.....	\$	5,197,561,025
Reserve for Taxes.....	\$	14,527,726
Funds Held Under Reinsurance Treaties.....	\$	1,440,729
Reserve for all Other Liabilities.....	\$	592,107,679
Capital Stock - \$1.00 Par.....	\$	5,000,000
Net Surplus.....	\$	<u>2,957,465,437</u>
Policyholders' Surplus.....	\$	<u>2,962,465,437</u>
Total Liabilities, Capital and Surplus.....	\$	<u>11,349,939,787</u>

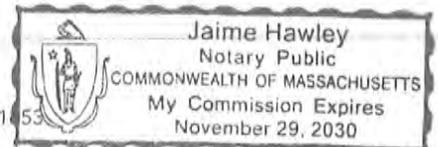
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2024.



Jeffrey Farber
Assistant Treasurer







*Uniting partners through exceptional
landscape services*



YELLOWSTONE
LANDSCAPE

Tern Bay CDD

February 20, 2026

Pricing on this proposal is valid for 90 days from above date

LANDSCAPE MAINTENANCE

2026-2027

Prepared By:

**Thomas Huke
Yellowstone Landscape**

Prepared For:

**Jim Ward
J. P. Ward & Associates, LLC**



HERITAGE LANDING
GOLF & COUNTRY CLUB

EXECUTIVE SUMMARY

Understanding Your Needs

One of the most important things a good landscaping partner can do is to provide good communication on what is going on throughout the property. From identifying issues with the landscaping or just simply pulling out dead plant material and proposing replacements, communication is critical to the success of any working relationship. We strive to address issues early and provide solutions before you even know there might be an issue.

Our Tailored Solution

Yellowstone Landscape proposes a comprehensive maintenance program designed specifically for your landscape, including:

- Maintenance of all turf, bed areas, and common spaces
- Chemical/Fertilization program developed to provide your turf, plants, shrubs and trees with year round care and nutrients needed to maintain healthy in SW Florida
- Complete irrigation system management with monthly wet check inspection and repairs, if necessary
- Master Arborist on staff to evaluate and care for all your tree needs (hardwood & palms)
- Dedicated Account Manager to conduct timely property walks and provide weekly updates and monthly planners

Why Choose Yellowstone Landscape

With years of experience serving properties like yours throughout the country, our team brings specialized expertise in landscape management. We have 3 branch locations in SW Florida. Our Fort Myers branch location would be servicing your property and it's location to your property ensures rapid response times to most issues that might arise.

Investment and Value

Your investment of **\$362,000.00** allows Yellowstone Landscape to perform our services in line with your RFP and deliver results that meet and hopefully exceed your expectations. Our proactive maintenance approach helps to prevent costly replacements and expensive emergencies, providing budget predictability throughout our partnership.

Next Steps

Upon your approval, our transition team is prepared to begin service on **April 1, 2026**, with a comprehensive 90-day improvement plan already developed specifically for your property. We welcome the opportunity to present this proposal to anyone else involved with this important partnership decision at your convenience.

WELCOME FROM OUR CEO

[Document.SentDate]

Jim Ward
J. P. Ward & Associates, LLC



RE: Tern Bay CDD

On behalf of the thousands of Yellowstone Landscape Professionals across the United States, I want to thank you for considering us as your commercial landscape maintenance partner. It is truly an honor to be invited to care for the outdoor spaces that matter most to you, your community, and the people you serve.

For more than two decades, Yellowstone Landscape has been dedicated to one mission: delivering ***Excellence in Commercial Landscaping***. That commitment lives in the work of our teams every day - whether we're maintaining the beauty of a homeowners association, enhancing a corporate campus, or preserving the landscapes of our public institutions.

What makes Yellowstone Landscape unique isn't just the scale of our operations across the country. It's the pride and professionalism of the people who wear our logo. From the crews on your property each week to the specialists supporting irrigation, tree care, and enhancements, we share a common purpose - to ensure your landscape not only looks its best, but also functions in ways that make your property safer, more welcoming, and more sustainable.

We are grateful for the opportunity to earn your trust and to demonstrate why so many organizations rely on Yellowstone Landscape as their partner of choice.

Sincerely,

Harry Lamberton

Harry Lamberton
President & Chief Executive Officer
Yellowstone Landscape



YELLOWSTONE
LANDSCAPE

OUR APPROACH



INTRODUCING YOUR SERVICE TEAM

The success of your property depends on the people behind the plan. You'll work directly with these experienced professionals. They will serve as your dedicated partners - accountable for your property's performance and accessible whenever you need them.



Ty Rentz
Branch Manager

With a deep passion for landscape and people, Ty has spend over 40 years building his career alongside some of the Southeast's leading firms, including Valley Crest and Brightview. For the past 10+ years at Yellowstone Landscape, Ty has been exceeding client expectations, problem solving and creating an incredible work environment for his team.



Phil Buck
Master Arborist

With 47 years in the green industry and 17 years at Yellowstone Landscaping, Phil's passion for plants, trees and community leadership runs deep. He is a Board-Certified Master Arborist, former FNGLA Board President and an active voice on both the Lee Country Landscape Transportation Advisory Board and the City of Bonita Springs Tree Board. Phil is also a Certified Pest Control Operator in Florida, bringing well-rounded expertise to every project he manages.



Saul Garcia
Irrigation Manager

With 35 years in landscape and golf course irrigation, Saul has spent the last 12 years at Yellowstone Landscape. He is trained and certified by Rainbird, Hunter and Toro. For Saul and his team, outstanding customer service and communication are always their top priorities.



John Klevanosky
Horticulture Manager

John has 25 years of experience in the green industry, beginning his career in golf course maintenance before running his own SW Florida landscape company for 19 years. John holds a Bachelor's degree in Earth Science from Brockport State University, Turf Grass Management from Penn State University and Florida State Certified Pest Control Operator.

Tern Bay CDD's STARTUP PLAN

Your Startup Plan details the steps our team will take to establish a strong foundation for long-term success. Organized into 30-, 60-, and 90-day milestones, this checklist allows us to collaborate closely with you, track our performance, and confirm that every aspect of your landscape receives the attention it deserves from day one.

DAYS



1-30



	Meet with Property Manager to review Startup Plan
	Perform complete audit of the irrigation system and create report
	Present irrigation deficiencies with plan for corrections
	Begin regular maintenance task schedule
	Cleanup previously neglected and high impact impact areas
	Spot treat weeds in turf areas and planting beds
	Discuss options for turf areas beyond reclamation
	Perform IPM application on turf to spot treat for weeds, insects and fungus
	Perform IPM application on plants/shrubs to spot treat for insects and disease
	Remove severely declining/lost plant material and present proposals for replacement
	Walk the property with Property Manager to identify areas for improvement and prepare proposals for enhancement

Tern Bay CDD's STARTUP PLAN

Your Startup Plan details the steps our team will take to establish a strong foundation for long-term success. Organized into 30-, 60-, and 90-day milestones, this checklist allows us to collaborate closely with you, track our performance, and confirm that every aspect of your landscape receives the attention it deserves from day one.

DAYS



31-60

	Walk property with Property Manager to evaluate improvements
	Evaluate our approach and make any necessary adjustments
	Continue irrigation maintenance and inspections
	Continue routine maintenance tasks as scheduled
	Perform a blanket granular nutrient application on all turf areas containing 50% slow release Nitrogen and micro-nutrients. Spot treat for weeds, insects and fungus as needed.
	Perform a blanket granular nutrient application on all plants/shrubs and palm trees containing 50% slow release Nitrogen and micro-nutrients. Spot treat for insects and disease as needed.
	Discuss options to improve "curb appeal" in high profile areas



Tern Bay CDD's STARTUP PLAN

Your Startup Plan details the steps our team will take to establish a strong foundation for long-term success. Organized into 30-, 60-, and 90-day milestones, this checklist allows us to collaborate closely with you, track our performance, and confirm that every aspect of your landscape receives the attention it deserves from day one.



	Walk property with Property Manager to evaluate improvements
	Assess results from actions taken in 30 day and 60 day plans
	Continue irrigation maintenance/inspections
	Continue turf weed and control applications throughout property
	Monitor and treat insect and disease problems in plant material throughout property
	Continue routine maintenance tasks as scheduled
	Schedule 6-month site evaluation with Property Manager



QUALITY CONTROL PROCESS

Quality landscapes don't happen by accident. Our multi-tiered inspection system ensures your property receives consistent attention from experienced professionals at every level of our organization.



PROPERTY INSPECTIONS

Your Account Manager is on your property each week, addressing everything from sight line obstructions to seasonal pruning needs. These inspections ensure crews know exactly what requires attention and can prioritize work based on your property's current conditions.

Routine inspections on your property help to identify/address issues on the property quickly. When problems get caught early, excellence becomes routine.

REGULAR CLIENT COLLABORATION

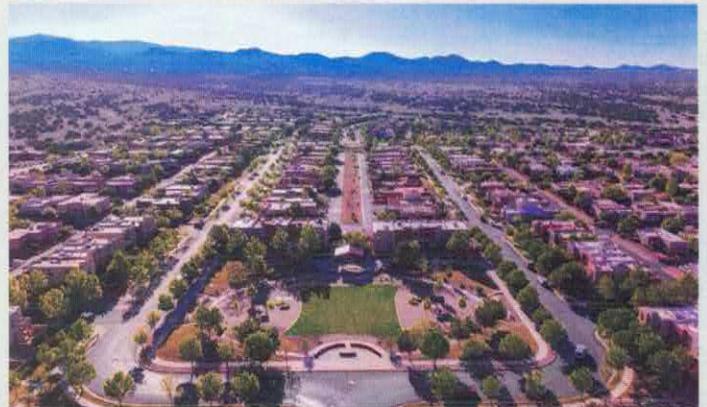
We meet with you routinely to align on priorities, review completed work, and plan upcoming activities. You'll receive weekly summaries that document what we've accomplished and what's scheduled next, keeping you informed without requiring constant follow-up.





YELLOWSTONE
LANDSCAPE

SCOPE OF SERVICES



SERVICE AREA MAP

Below is an overview the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.



These core services ensure your property consistently makes a strong first impression. You'll enjoy enhanced curb appeal, protect your property value, and create an inviting environment that reflects positively on you and your team.

Service Category	Frequency	Description
Mowing	40 to 45 Mows Per Year	Professional cutting, trimming and cleanup with frequency adjusted to seasonal growth rates
Edging & Detailing	Each Visit Every Other Visit	Hard Surfaces: walkways/curbs/parking lots Soft Surfaces: beds/hedge lines/tree rings
Bed Maintenance	Each Visit	Weeding, pruning, and bed definition to maintain appearance and plant health
Fertilization	Turf (4x Yr) Plant/Shrub/Palms (3x Yr)	Custom nutrient applications based on soil testing and plant requirements
Integrated Pest Management	Monthly (12x per year)	Monitoring and treatment of insects, disease, and weeds using IPM practices
Irrigation Management	Monthly	System inspections, adjustments, and programming for optimal water efficiency

CORE SERVICES OVERVIEW

These core services ensure your property consistently makes a strong first impression. You'll enjoy enhanced curb appeal, protect your property value, and create an inviting environment that reflects positively on you and your team.

Turf Management

Our comprehensive turf program includes:

- Mowing St Augusting turf at optimal height of 4.0 to 5.0 inches
- Soil testing is available to determine pH and nutrient levels
- Pre-emergent weed control in the spring liquid blanket application
- Granular blanket nutrient applications performed 4x per year to turf
- IPM spot treatments monthly on turf to address insect, weeds and fungus as necessary
- Mower blades are sharpen daily

Plant Material Care

We protect your landscape investment through:

- Seasonal pruning using proper horticultural techniques
- Granular nutrient applications on plants/shrubs and non-native palms trees 3x per year
- Hardwood/Palm tree maintenance (up to 12' height)
- IPM spot treatment on plants/shrubs for insects and disease as necessary monthly
- Bed definition and weed control each visit
- Plant health assessments with proactive treatments

Irrigation & Water Management

Our water management program features:

- Monthly wet checks
- Controller programming adjustments based on seasonal needs
- Cleaning and adjustment of sprinkler heads and nozzles
- Prompt repair of damaged components (billed separately)
- Regular system efficiency evaluations

Additional Specialized Services

Available as enhancements to your maintenance program:

- Seasonal color installations and maintenance
- Annual flower rotations
- Mulch application and replenishment
- Tree pruning above 15' in height
- Landscape renovations and enhancements
- Shrub/Hedge pruning over 8' in height

Quality Assurance

- Dedicated account manager with regular property inspections
- Hurricane Pre-Authorization Cleanup (priority cleanup after a major storm)
- 24-hour emergency response capability
- Properly trained and equipped service teams
- Licensed applicators for all chemical treatments
- Plant installation guarantee on all plants/shrubs/trees installed by Yellowstone Landscape

SERVICE CALENDAR

This calendar shows approximately when each service will be performed throughout the year, so you'll always know what to expect.



Tern Bay CDD

14611 Heritage Landing Blvd, Punta Gorda 33955

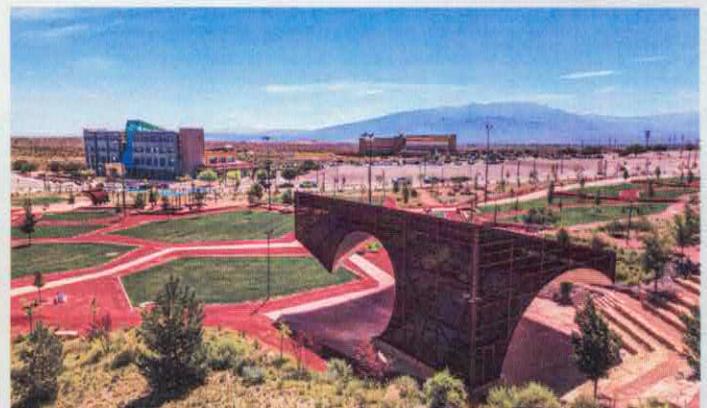
Application Schedule

Service Location	Nitrogen Blackout Period												Total
	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	
Property Visits General Detailing of Property	X	X	X	X	X	X	X	X	X	X	X	X	52
Mowing Visit Mowing/Edging/Blowing	X	X	X	X	X	X	X	X	X	X	X	X	40 to 45
Spraying Weed Control Beds/Hardscapes	X	X	X	X	X	X	X	X	X	X	X	X	52
Trimming & Pruning Plants/Shrubs/Hedges (under 8 ft)		X	X		X	X		X	X	X		X	8
Irrigation Wet Checks Time/Coverage/Repairs	X	X	X	X	X	X	X	X	X	X	X	X	12
Turf Fertilization Apps Granular Fertilizer with 50% SR Nitrogen w/ Micros		X			X					X		X	4
Turf IPM Apps Spot Treat: Insects/Weeds/Sedge/Fungus	X	X	X	X	X	X	X	X	X	X	X	X	12
Plant/Shrub/Palms Fert Apps Granular Fertilizer with 50% SR Nitrogen w/ Micros	X				X					X			3
Hort IPM Apps Spot Treat: Nutrients/Insects/Disease	X	X	X	X	X	X	X	X	X	X	X	X	12



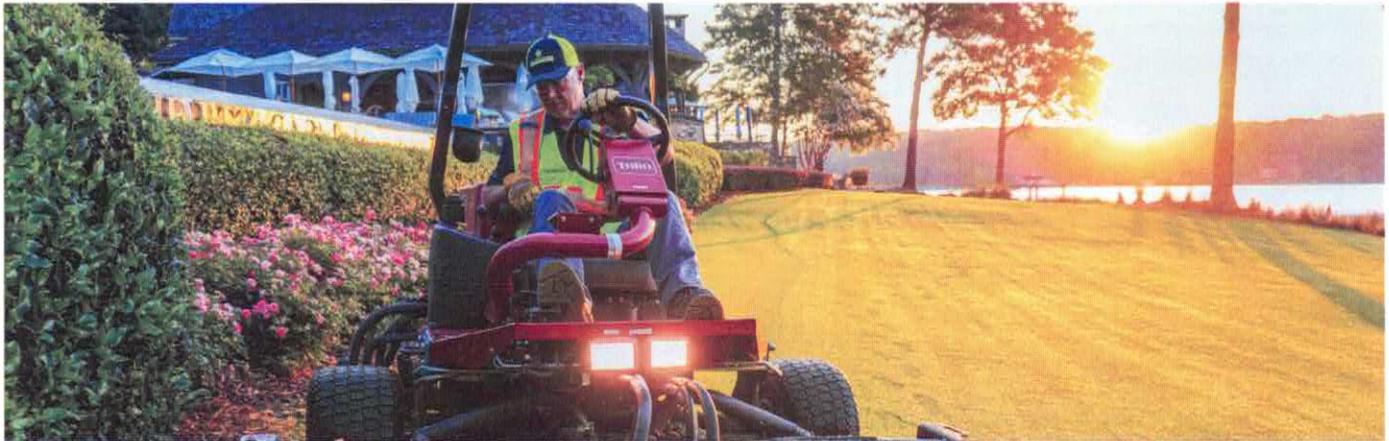
YELLOWSTONE
LANDSCAPE

ABOUT YOUR NEW PARTNER



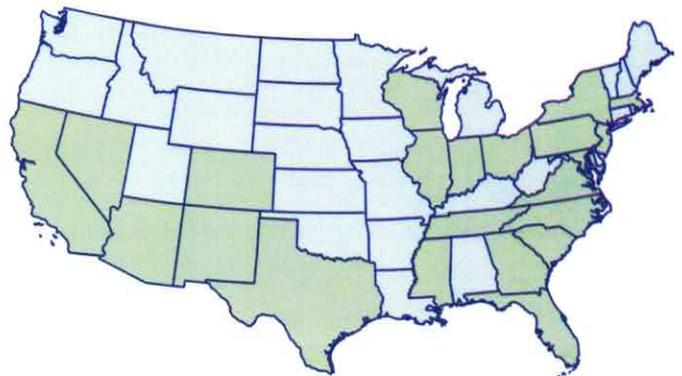
COMPANY OVERVIEW

Yellowstone Landscape is one of the nation's largest and most respected commercial landscaping companies, proudly serving clients across the country through a network of local branch locations. Our teams care for some of the most visible and prestigious properties in America - from master-planned communities and city parks to corporate campuses, hospitals, resorts, and industrial sites.



Comprehensive Services. Exceptional People.

Our services cover every aspect of the landscape lifecycle, including maintenance, enhancements, installation, irrigation, water management, tree care, snow and ice management, sports fields, and interiorscapes. Beyond our capabilities, what truly sets Yellowstone apart is our people. All the experienced Yellowstone Landscape Professionals you'll meet take pride in their craft and approach every property as if it were their own.



75%
of Supervisory and Management roles filled with internal promotions create stability and longevity in our leadership team

65
National Landscape Awards of Excellence presented to our projects across the country in the past twenty years

National Strength. Local Expertise.

We combine national strength with local expertise. Each Yellowstone branch operates as part of its community, supported by the resources, technology, and professional standards of a national leader. This structure allows us to deliver consistent quality, safety, and reliability at any scale, while maintaining the responsive, personal service our clients value most.

7000+

Landscape Professionals serving clients with unique properties and diverse service needs across the country each day.

80+

Service branch locations in over 20 states serve as our local hubs for coordinating your service teams.

2500+

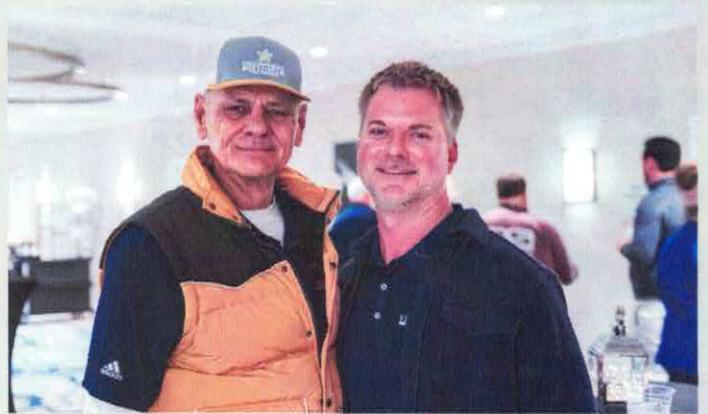
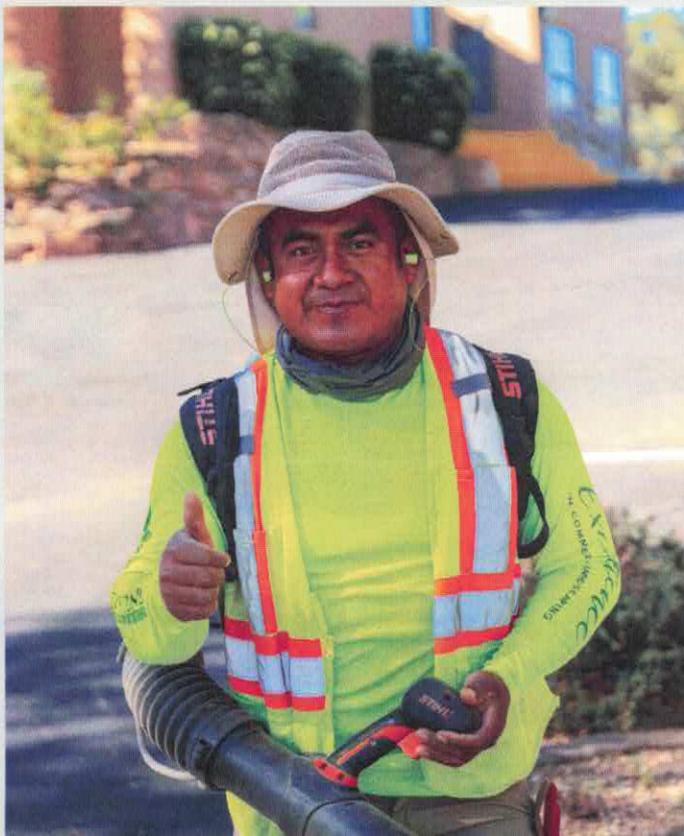
Commercial vehicles on the road every day, safely transporting our crews, equipment, and materials to client properties.





YELLOWSTONE
LANDSCAPE

INVESTMENT & AGREEMENT



ANNUAL INVESTMENT	MONTHLY INSTALLMENT
\$362,000.00	\$30,166.67

Key Terms & Conditions

Agreement Overview

This summary highlights important aspects of our service agreement. The complete terms and conditions are available in the appendix.

Our Commitment to You

- We provide all labor, materials, equipment, and supervision necessary for the services outlined in this proposal
- All work will be performed according to standard landscape maintenance practices by properly licensed personnel
- We maintain comprehensive insurance coverage including general liability, auto, and workers' compensation
- Any plant material (plants/shrubs/trees) installed by Yellowstone Landscape while under contract for general maintenance, chemical/fertilization and irrigation, will be under warranty for as long as Yellowstone Landscape remains under contract for all of these services. Acts of god (storms/wind/fire/cold) or vandalism are not included under this warranty.

Your Investment

- Annual service fee: **\$362,000.00** billed in equal monthly installments of **\$30,166.67**
- Payment terms: Due upon receipt of monthly invoice
- Contract term: Three (3) year agreement with automatic renewal
- Either party can terminate contract with cause by providing a ninety (90) day written notice

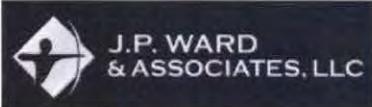
Additional Services

- Services beyond the scope of this agreement require written approval
- Emergency services available with 24-hour response capability
- Some irrigation repairs, tree pruning, mulch installation, and seasonal color are provided at an additional cost

Service Assurance

- Regular scheduled property inspections with board members and/or property managers
- Responsive communication with your dedicated Account Manager
- Environmental compliance with all applicable regulations
- Guarantee to correct any service deficiencies promptly

INVESTMENT & AGREEMENT



Date: _____

Jim Ward

District Manager - Tern Bay CDD



Date: _____

Richard (Ty) Rentz

Branch Manager - Yellowstone Landscape



Yellowstone Landscape



YELLOWSTONE
LANDSCAPE

RFP Documents



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Yellowstone Landscape
2360 Catawba Street
Naples, FL 34120

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

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.

OWNER:

(Name, legal status and address)

Tern Bay Community Development District
2301 Northeast 37th Street
Fort Lauderdale, FL 33308

BOND AMOUNT: \$ 5,000.00

Five Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

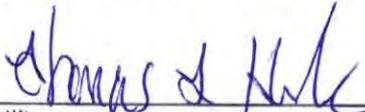
Landscape & Irrigation Maintenance Services, Charlotte County, Florida

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 17th day of February, 2026



(Witness)

Yellowstone Landscape

(Principal)

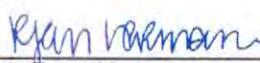
(Seal)

By:  BRYAN STORK
(Title) BUSINESS DEVELOPMENT MGR.

Atlantic Specialty Insurance Company

(Surety)

(Seal)

By:  Ryan Norman
(Title) Ryan Norman Attorney-in-Fact





Surety Bond No: Bid Bond

Power of Attorney

Yellowstone Landscape
Tern Bay Community Development District

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Ryan Norman, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

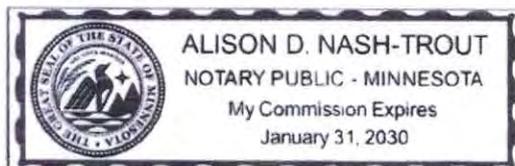


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of February, 2026.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Collier

Before me, the undersigned authority, appeared the affiant, Bryan Stork, 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 Manager for Yellowsone Landscape ("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 Tern Bay 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 February 20, 2026**), 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

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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.

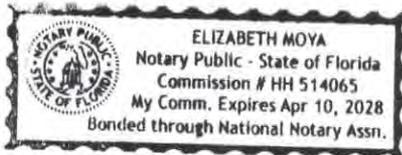
Dated this 17th day of February, 2026.

Proposer: Yellowstone Landscape
By: Bryan Stork
Title: Business Development Manager

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of February, 2026, by Bryan Stork, as BDM of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

(NOTARY SEAL)



Elizabeth Moya
NOTARY PUBLIC, STATE OF Florida

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

PROPOSAL FORM
PART I - GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Yellowstone Landscape

Street Address 8105 Mainline Parkway

P. O. Box (if any) _____

City Fort Myers State Florida Zip Code 33912

Telephone 888-581-5151 Fax no. _____

1st Contact Name Ty Rentz Title Branch Manager

2nd Contact Name Bryan Stork Title Business Development Manager

Parent Company Name (if any) Yellowstone Landscape

Street Address 3235 North State St.

P. O. Box (if any) _____

City Bunnell State Florida Zip Code 32110

Telephone 386-437-6211 Fax no. _____

1st Contact Name Jim Herth Title Senior Vice President

2nd Contact Name Blaine Peterson Title VP of Sales

- *Company Standing:*

Proposer's Corporate Form: A Partnership
 (e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date _____

Is the Proposer in good standing with that State? Yes 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 No

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$	<u>2,000,000</u>
Automobile Liability	\$	<u>2,000,000</u>
Workers Compensation		<u>\$ 1,000,000</u>
Expiration Date		<u>4/1/2026 is renewal</u>

- *Licensure* - Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

The following are all in good standing;

State/ County Irrigation

State Certified Pest Control Operator

State and County Business Licenses

**PROPOSAL FORM
PART II - PERSONNEL AND EQUIPMENT**

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

Street Address 8105 Mainline Parkway

P. O. Box (if any) _____

City Fort Myers State Florida Zip Code 33912

Telephone 888-581-5151 Fax no. _____

1st Contact Name Ty Rentz Title Branch Manager

2nd Contact Name Micheal Sealey Title Account Manager

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

2 Supervisors, who will be onsite 3 days per week;
3 Technical personnel, who will be onsite 5 days per Week; and
15 Laborers, who will be onsite 2 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: John Klevenosky

Position / Certifications: Horticulture Manager

Duties / Responsibilities: Oversees Pesticide/Fertilizer Department

% of Time to Be Dedicated to This Project: 5 %

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

Project Name/Location: Silver Lakes RV and Golf Resort

Contact: Diane Martinez Contact Phone: 347-820-4400

Project Type/Description: 9 hole Golf Course that he is in charge of all chemical products applied.

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

Duties / Responsibilities: In charge of chemical/fertilizer applications for Golf Course

Dollar Amount of Contract: \$ 500,000.00

Proposer's Scope of Services for Project: _____

Full Landscape Maintenance for 580 RV lots and 9 hole Golf Course; mowing, trimming,
irrigation, fert/pest

Dates Served: Started contractual maintenance in 2020

- *Subcontractors - Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No 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 / 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:*

Comply with the Immigration and Control Act of 1986, We utilize the Employment Eligibility

Verification Form I-9. We E-Verify and adhere to Florida Senate Bill 1718.

Background checks and pre-start drug tests are required.

- *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.*

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

OFFICERS

PROPOSER: Yellowstone Landscape

DATE: 2/17/2026

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
Ty Rentz	Branch Manager	Oversees 3 local branches	Estero FL.
Micheal Sealey	FM Account Manager	Oversees Fort Myers Branch	Estero FL
Phil Buck	Master Arborist	Oversees Arbor Department	Estero FL
Mayra Moya	Office Manager	Oversees all office personnel	Lehigh Acres FL
John Klevonosky	Horticulture Manager	Oversees Fert/Pest Department	Naples FL
Bryan Stork	Business Development	Oversees Current and Future Clients	Fort Myers, FL
FOR PARENT COMPANY (if applicable)			
Harry Lamberton	CEO	Company Operations and Growth	Bunnel Florida
Timothy Sherman	CFO	Company Financials	Bunnel Florida
Jim Herth	VP	Employee Training	Jacksonville Florida
Blaine Peterson	VP of Sales	New Customers	Jacksonville Florida

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

SUPERVISORY

PERSONNEL

WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Yellowstone Landscape

DATE: 2/17/2026

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
Ty Rentz	Branch Mgr.	Oversees 3 Local Branches	Naples	5	4	30
Phil Buck	Master Arborist	Oversees Arbor Dept.	Naples	5	15	35
John Klevenosky	Hort Manager	Oversees Hort. Dept.	Naples	5	2	35
Micheal Sealey	FM Acct. Mgr.	Oversees Fort Myers Branch	Fort Myers	35	5	35
Christopher Rodriguez	Irrigation Mgr.	Oversees Irrigation Dept.	Fort Myers	25	1	15
Saul Garcia	Irrigation Mgr.	Oversees Irrigation Dept.	Naples	25	20	30
Fredirico Mendoza	Crew Leader	Runs Onsite Crews	Fort Myers	50	6	25
Angel Canate	Production Mgr.	Runs all Fort Myers crews	Fort Myers	50	4	25
Bryan Stork	Business Dev.	Customer Service	Fort Myers	10	5	30

**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 Magnolia Landing CFM-CDD Name/Location: _____

Contact: Belinda Blandon Contact _____
 Phone: 239-936-0913

Project
 Type/Description: CDD Full Landscape Maintenance of all Common Areas

Dollar \$ 199,000.00 Amount _____ of _____
 Contract: _____

Scope of Services for Project: Mowing of common areas and lake banks, Pruning, Fertilizer and Pesticide Treatments, Irrigation maintenance and repair.

Dates Serviced:

2025- 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:*

2025 = \$ 199,000.00

2024 =

2023 = * 2023 =

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

- 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: Treviso Bay

Contact: Sebastian Ruggieri Contact Phone: 239-662-0435

Project Type/Description: Full Landscape Maintenance

Dollar Amount of Contract: \$ 1,500,000

How was the project similar to this project? The majority of the common areas is under our responsibility. We also maintain the single family homes and some condominium communities.

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

Mowing of all St. Augustine and Zoysia Turf, Pruning of all shrubs, Fertilizer, Pesticides, Irrigation Maintenance and repair

List of equipment used on site:

Trucks, Trailers, mowers, small gas equipment.

List of subcontractors used: N/A

Is this a current contract? Yes No

Duration of contract: 2014- Present

- (Information regarding similar projects - continued)

Project Name/Location:

Isles of Collier Preserve

Contact: Jeff Appleford Contact

Phone: 239-888-4500

Project

Type/Description: Large Hoa and Common Areas

Dollar Amount of

Contract: \$2,000,000.00

How was the project similar to this project? Large Common Areas along interior roads

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

Mowing of St. Augustine and Zoysia Turf, Fertilizer and Pesticide applications, Irrigation monitoring and repairs, Weed Suppression in beds plant beds and turf.

List of equipment used on site:

Trucks, Trailers, Mowers, Small gas equipment

List of subcontractors used: N/A

Is this a current contract? Yes No

Duration of contract: 2024-Present

- (Information regarding similar projects - continued)

Project Name/Location:

Esplanade Golf and Country Club

Contact: Victor Ledezma Contact

Phone: 239-474-2181

Project

Type/Description: Large HOA and Common Areas

Dollar Amount of

Contract: \$ 730,000.00

How was the project similar to this project?

Large Common areas along interior roadways

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

Mowing of St. Augustine and Zoysia Turf, Fertilizer and Pesticide Applications, Irrigation Monitoring, Irrigation repairs, Weed suppression in plant beds and turf.

List of equipment used on site:

Trucks, Trailers, Mowers, Small gas equipment

List of subcontractors used: N/A

Is this a current contract? Yes No

Duration of contract: 1/24-Present

- *(Information regarding similar projects - continued)*

Project Name/Location:

Moorings Park-Grande Lakes

Contact: Ovi Maneu Contact

Phone: 239-919-1609

Project

Type/Description: High-End Assisted Living Facility

Dollar Amount of

Contract: \$ 300,000.00

How was the project similar to this project? _____

We maintain the landscape around the buildings and the clubhouse.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing of St. Augustine and Zoysia grass, Fertilizer and Pesticide Applications, Irrigation monitoring, Irrigation repairs, Weed suppression in plant beds and turf.

List of equipment used on site:

Trucks, Trailers, Mowers, Small gas equipment

List of subcontractors used: N/A

Is this a current contract? Yes No

Duration of contract: 2022-Present

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

- 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? _____ .98%

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 ___ No

If yes, please describe each incident _____

- 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 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.

N/A

- *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.*

N/A

**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 (Mowing)	\$ 96,062.41	Yr (total)
Mowing - All grass areas will be mowed on the following schedule:		
MARCH 15 - NOVEMBER 1 - Once a week	\$ 2,401.56	Ev Wk
NOVEMBER 1 - MARCH 14 - Once every two weeks	\$ 2,401.56	Ev 2 Wks

This schedule estimates that there will be between 40 - 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 four (4) inches. Each mowing should leave the St. Augustine grass to be maintained at a height of three and one half (3 1/2) to four (4) 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 anyone mowing. All blades shall be always kept sharp to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn if 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. And 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 clock 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 mowing event. Contractor is to include in his proposal, 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.

PART 2

General Landscape Maintenance - Edging and Trimming

MARCH 15 - NOVEMBER 1 - Once a week	\$ 640.41	Ev Wk
NOVEMBER 1 - MARCH 14 - Once every two weeks	\$ 640.41	Ev 2 Wks
Total Annual= \$ 25,616.64		

All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at 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. 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.

PART 3

TREE AND SHRUB CARE -

Tree Trimming	Included in Shrub Trimming, Continuous Pruning	\$ up to 15'	Once/Year
Shrub Trimming	(Total Cost)	\$ 84,432.45	8 Times/Year
Shrub Trimming	(Provide Cost Per Trim)	\$ 10,544.05	Cost/Trim

All deciduous trees less than 15' in height 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 always appear neat. 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 streetlights 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

always maintaining 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 raked" 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 Heritage Landing. 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 always pulled away from the base of ALL landscape lights, 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.

PART 4

WEEDS AND GRASSES

Yearly	\$ 6,404.16	Total
Each	\$ 266.84	24X per year

All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be always cultivated and maintained in an orderly fashion. 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. HAND PULLING MUST BE PERFORMED.

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.

PART 5

Fertilization (All labor and materials)	\$ 30,538.09	Yr
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(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

Any fertilizer ordinance in place for Charlotte 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 CHARLOTTE COUNTY, ISSUED BY THE

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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.

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Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off all hard surfaces onto lawns or beds in order to avoid staining. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY 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.

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 all rights to payment for the applications made without notification.

ST. AUGUSTINE (per specifications in Part 5)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL TONS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	16-0-8	1 lbs. N/1000 SF	8.5	\$ 6,871.07
April	16-0-8	1 lbs. N/1000 SF	8.5	\$ 6,871.07
June	16-0-8	1lbs. N/1000 SF	8.5	\$ 6,871.07
October	16-0-8	1lbs. N/1000 SF	8.5	\$ 6,871.07

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

PALMS (per specifications in Part 5)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	8N-2P205-12K20+4MG	1.5lbs/100sf	5.6 tons	\$ 1,017.93
April	8N-2P205-12K20+4MG	1.5lbs/100sf	5.6 Tons	\$ 1,017.93
October	8N-2P205-12K20+4MG	1.5lbs/100sf	5.6 Tons	\$ 1,017.93

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

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy three times per year (February, May, October). 100% of the N, K & Mg MUST 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.

Sable Palms are not to be fertilized in this RFP.

PART 6

Pest Control (All labor and materials)	\$	1,912.96	12 times/Yr
		Total= \$ 22,955.56	

The CDD reserve the right to subcontract out any and all of these events.

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 control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for the 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 not 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 themselves 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 pests 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.

* 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 the month after 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.

The CDD 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.
\$ 1,798.75 12 times / Yr Blanket App

**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 7

Irrigation (All labor and materials) **\$ 98,449.88 /Yr**

Contractor shall inspect the irrigation system 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 proposal. This information shall be provided on a separate spreadsheet.

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. Test automatic protection devices

GRAND TOTAL (PARTS 1 - 8- This is what contract will be written for)

	\$	362,000.00	/Yr
FIRST ANNUAL RENEWAL	\$	362,000.00	/Yr*
SECOND ANNUAL RENEWAL	\$	362,000.00	/Yr*
THIRD ANNUAL RENEWAL	\$	372,860.00	/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.

PROPOSAL FORM
PART IV PRICING for 3rd year

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 (Mowing)	\$ 98,944.28	Yr (total)
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Mowing - All grass areas will be mowed on the following schedule:

MARCH 15 - NOVEMBER 1 - Once a week	\$ 2,473.60	Ev Wk
NOVEMBER 1 - MARCH 14 - Once every two weeks	\$ 2,473.60	Ev 2 Wks

This schedule estimates that there will be between 40 - 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 four (4) inches. Each mowing should leave the St. Augustine grass to be maintained at a height of three and one half (3 1/2) to four (4) 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 anyone mowing. All blades shall be always kept sharp to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn if 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. And 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 clock 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 mowing event. Contractor is to include in his proposal, 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.

PART 2

General Landscape Maintenance - Edging and Trimming

MARCH 15 - NOVEMBER 1 - Once a week	\$ 659.62	Ev Wk
NOVEMBER 1 - MARCH 14 - Once every two weeks	\$ 659.62	Ev 2 Wks
Total Annual= \$ 26,385.14		

All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at 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. 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.

PART 3

TREE AND SHRUB CARE -

Tree Trimming	Included in Shrub Trimming, Continuous Pruning	\$ up to 15'	Once/Year
Shrub Trimming	(Total Cost)	\$ 84,432.45	8 Times/Year
Shrub Trimming	(Provide Cost Per Trim)	\$ 10,544.05	Cost/Trim

All deciduous trees less than 15' in height 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 always appear neat. 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 streetlights 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

always maintaining 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.

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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.

PART 4

WEEDS AND GRASSES

Yearly	\$ 6,596.28	Total
Each	\$ 274.84	24X per year

All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be always cultivated and maintained in an orderly fashion. 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.

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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.

PART 5

Fertilization (All labor and materials)	\$ 31,454.23	Yr
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(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

Any fertilizer ordinance in place for Charlotte 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 CHARLOTTE COUNTY, ISSUED BY THE

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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.

del

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off all hard surfaces onto lawns or beds in order to avoid staining. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY 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.

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 all rights to payment for the applications made without notification.

ST. AUGUSTINE (per specifications in Part 5)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL TONS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	16-0-8	1 lbs. N/1000 SF	8.5	7,077.20
April	16-0-8	1 lbs. N/1000 SF	8.5	7,077.20
June	16-0-8	1lbs. N/1000 SF	8.5	7,077.20
October	16-0-8	1lbs. N/1000 SF	8.5	7,077.20

NOTE: A complete fertilizer will vary according to soil test results, subject to a rate of 4-6 obs. N/1000 sq. ft/ year. A minimum 50% Nitrogen shall be in slow release form.

PALMS (per specifications in Part 5)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	8N-2P205-12K20+4MG	1.5lgs/100sf	5.6 tons	1,048.46
April	8N-2P205-12K20+4MG	1.5lgs/100sf	5.6 Tons	1,048.46
October	8N-2P205-12K20+4MG	1.5lgs/100sf	5.6 Tons	1,048.46

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

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy three times per year (February, May, October). 100% of the N, K & Mg MUST 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.

Sable Palms are not to be fertilized in this RFP.

PART 6

Pest Control (All labor and materials)	\$	1,970.35	12 times/Yr
		Total= \$ 23,644.22	

The CDD reserve the right to subcontract out any and all of these events.

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 control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for the 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 not 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 themselves 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 pests 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.

* 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 the month after 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.

The CDD 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.

\$ 1,798.75 12 times / Yr Blanket App

**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 7

Irrigation (All labor and materials) **\$ 101,403.37 /Yr**

Contractor shall inspect the irrigation system 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 proposal. This information shall be provided on a separate spreadsheet.

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. Test automatic protection devices

GRAND TOTAL (PARTS 1 - 8- This is what contract will be written for)

	\$	362,000.00	/Yr
FIRST ANNUAL RENEWAL	\$	362,000.00	/Yr*
SECOND ANNUAL RENEWAL	\$	362,000.00	/Yr*
THIRD ANNUAL RENEWAL	\$	372,860.00	/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:

A.	Mowers w/operator	\$ 55	Hour
B.	Bush-Hog w/operator	\$ 145	Hour
C.	Tractorw/operator	\$ 155	Hour
D.	Supervisor with Transportation	\$ 75	Hour
E.	Laborer with hand equipment	\$ 55	Hour
F.	Truck w/driver	\$ 75	Hour
G.	Irrigation Tech	\$ 80	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	\$ 95	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	\$ 95	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	\$ 95	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	\$ 95	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	\$ 95	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$ 95	Hour
N.	Laborer for Additional Trash Pick-Up	\$ 55	Hour
O.	Lump Sum Mowing ⁽¹⁾ ,	\$ 3,202.08	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:

***** WE HAVE ATTACHED A 3 PAGE 2026 STORM CLEAN UP LETTER*****

A.	Debris removal personnel unit costs:			
	Hour	\$		per
	Hour	\$		per
	Hour	\$		per
B.	Debris removal equipment unit costs:			
	Hour	\$		per
	Hour	\$		per
	Hour	\$		per
C.	Other emergency/disaster related unit costs:			
	Hour	\$		per
	Hour	\$		per
	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.

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 Yellowstone Landscape ("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.

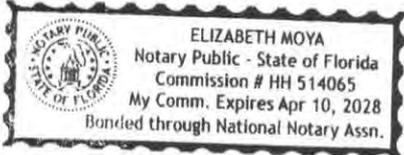
Dated this 17th day of February, 2026.

Proposer: Yellowstone Landscape
By: Bryan Stork
Title: Business Development Manager

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of February 2026, by Bryan Stork as BDM of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

(NOTARY SEAL)



Elizabeth Moya
NOTARY PUBLIC, STATE OF Florida

Name: Elizabeth Moya
(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 Tern Bay 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 Business Development for Yellowstone Landscape ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is 2360 Catawba St Naples, FL. 34120

- 4. Proposer's Federal Employer Identification Number (FEIN) is 80-0144209

(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.)

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 17th day of February, 2026.

Proposer: Yellowstone Landscape
By: Bryan Stork
Title: Business Development Manager

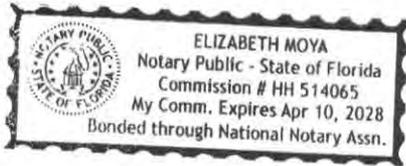
STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of February 2026 by Bryan Stork, as BPM of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

(NOTARY SEAL)

Elizabeth Moya
NOTARY PUBLIC, STATE OF Florida

Name: Elizabeth Moya
(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 Tern Bay 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 Business Development for Yellowstone Landscape ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 2360 Catawba St. Naples, FL. 34120

4. Proposer's Federal Employer Identification Number (FEIN) is 80-0144209

(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.

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 17th day of February, 2026.

Proposer: Yellowstone Landscape
By: Bryan Stork
Title: Business Development Manager

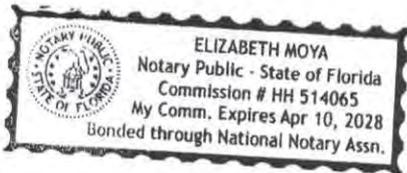
STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of February, 2026, by Bryan Stork as BPM of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

Elizabeth Moya
NOTARY PUBLIC, STATE OF Florida

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

(NOTARY SEAL)





Tern Bay CDD - Production Plan

Yellowstone Landscaping will provide landscape maintenance services to **Tern Bay CDD** adhering to our standards of quality and following the nine principles of Florida Friendly Landscaping.

The 9 Principles of Florida-Friendly Landscaping are:

- Right Plant, Right Place
- Water Efficiently
- Fertilize Appropriately
- Mulch
- Attract Wildlife
- Manage Yard Pests Responsibly
- Recycle Yard (and kitchen) Waste
- Reduce Stormwater Runoff
- Protect the Waterfront

To succeed in this project Yellowstone will first appoint an Account Manager to be the “Quarterback” in the community. They will be responsible for day-to-day operations and the performance of the contract. They will be responsible for coordinating all the Yellowstone crews and divisions that will be servicing the community. There is always also a Crew Leader on property overseeing the maintenance crew and reporting directly to the Account Manager.

The Account Manager will be your main point of contact with the community representative performing site reviews and regular walks providing written reports and documentation of any issues or opportunities for improvement throughout the property. Our goal is to identify issues and bring solutions for those issues before the property manager is made aware of them.

As we “learn” the property, new production maps will be developed and shared with the community. Once a month the Account Manager will be developing a calendar of services for the next month. This will allow the community representative to have this information for any homeowner questions. We feel this is important to notify homeowners in advance of any chemicals or fertilizers being applied so they can be cautious with their pets.



Yellowstone Landscape offers the following services (All services performed by in-house employees):

- Mowing / Edging / Trimming / Blowing / Bed Weed Control
- Shrub / Hedge / Plant pruning
- Irrigation Wet Checks / Repairs
- Pesticide and Fertilizer Applications (Turf / Plants / Palm Trees)
- Arbor Care (Removal / Trim / Grinding / Injections)
- Outdoor Lighting (Low Level Lighting Design & Installation)
- Landscape Design & Installation
- Mulch / Pine Straw / Rock Installation

Our Customer Service department can be reached by phone or email Monday thru Friday from 8:00 am to 5:00 pm and an “after hours” emergency number can be reached 24 hours per day, 365 days per year. We are always here for your landscaping needs.

Pruning of plants/shrub will be managed according to University of Florida, BMP, and Florida Friendly recommendations. Not all plants/shrubs may be pruned each time the crew is on site to maintain proper health and avoid over-pruning. We prune for the health of plants. Dead material will be cleaned out of plants to allow them to continue to grow and be healthy. Flowering plants should be cut back in the spring to “rejuvenate” the plant for proper health and appearance. Irrigation, fertilizing and insect control will be monitored to keep the plant/shrubs at optimum health. Crew will monitor hardwood/palm trees and prune dead and broken branches up to 12’ in height.

Mowing crews will be trained and outfitted for the sole purpose of mowing and maintaining the property. The mowing crew is responsible for mowing, edging, debris removal and blowing clippings off hard surfaces and will be on site every day of week (Monday – Friday). The edging of plant beds will be done with a metal blade edger for a cleaner cut and more defined edges. Mower blades will be sharpened every occurrence to promote healthy turf.

Weeds in the plant beds, paver areas, and concrete cracks will be treated chemically and pulled manually by licensed applicators for that purpose. This team typically travels and coordinates with the mow crew.



Fertilizer for turf and plants will be a special blend of granular and liquid nutrients engineered specifically for the community's needs. All nitrogen will be a 50% slow-release formula to conform to county guidelines. Soil samples can be performed to determine what nutrients are right for each property. All fertilizer will be applied in accordance with city, state, and federal laws.

Seasonal flowers can be installed by our installation crews. Old plantings will be removed, new topsoil added and bed prepped before the installation of flowers. Irrigation will be checked to ensure the system provides correct coverage and run times to sustain the new flowers. Fungicide and fertilizer will also be applied as needed.

Irrigation is the single most important component of your landscape health. Everything needs water and too much or too little will make or break how your property looks. The first thing we do when we start a new property is perform a complete audit of the irrigation system. During this audit, we are building a site map of the system detailing where valve boxes, controllers and the shut off valves are located. During monthly wet checks, each zone is turned on and sprinkler heads checked for coverage, clogs and needed adjustments. Repairs can be made during the wet checks when pre-approval is provided. Monthly irrigation reports will be available to the community representative.

Palm tree pruning will be done in accordance with University of Florida guidelines. Quotes for palm tree pruning provided upon request.

Safety is our top priority at Yellowstone Landscape. We employ a full-time safety manager who is responsible for ensuring all aspects of our branch being held to the highest safety standards. We implemented a program in 2022, providing bonuses to employees who maintain an outstanding safety record for driving and equipment use. Our newly implemented truck and trailer "coning" system exceeds OSHA recommendations and provides better protection for our employees while working along roads and medians. All Yellowstone vehicles are equipped with chemical spill kits, fire extinguishers and first-aid kits, along with GPS/Camera system on board to monitor good driving habits and safety.



Re: 2026 Hurricane Season/Storm Clean Up

Dear Valued Customer,

As the 2026 hurricane/storm season approaches Yellowstone Landscape wishes to prepare you should a damaging storm or hurricane occur. This letter and our process is based on years of experience and best practices, and is aimed at providing you the following:

- Our Storm Event Response Protocol
- Detailed price list for each applicable storm clean-up and restoration service
- Provide an opportunity for you to pre-authorize us to provide these vital services

Please read this letter carefully and respond accordingly.

Storm Event Response Protocol:

After fully assessing our pre-authorized sites, we will organize our response per the following protocols:

PHASE 1 – Life/Safety: Life/Safety involves removing all debris blocking roadways, driveways, vehicles and building entrances.

PHASE 2 – General Clean-up: General cleanup involves removing all other debris from the property that has fallen to the ground; dead tree limbs for instance will be addressed in Level 4

PHASE 3 - Staking: Staking involves the re-planting or staking of downed or leaning plants, trees or palms. This is a very important process that often involves machinery. Prior to Yellowstone Landscape addressing these needs, it's important to keep the damaged plant/tree/palm adequately watered.

PHASE 4 – Removals: Removals involves the removal of damaged trees, damaged limbs and stumps. This service is often performed by our Arbor Care crews. (NOTE: removal of damaged trees / fallen trees will be determined on basis of Yellowstone Landscape's professional opinion considering the hazardous risk each present)

Initial: _____

PHASE 5 – Final Restoration: Final restoration as part of our Storm Event Response Procedure outlined in this letter involves only addressing the holes left behind by removed tree stumps. Additional grading and replanting will require an additional proposal.

NOTE: ALL REGULARLY SCHEDULED MAINTENANCE OPERATIONS WILL BE SUSPENDED DURING THE STORM EVENT RESPONSE PERIOD. THE DURATION OF THIS SUSPENSION IS AT THE SOLE DISCRETION OF YELLOWSTONE LANDSCAPE, AND PER THE “ACT OF GOD” CLAUSE IN OUR CONTRACT, ANY MISSED SERVICES WILL BE CAUGHT UP AS TIME PERMITS AND NOT BE REFUNDED.

NOTE: ALL WORK WILL BE COMPLETE PER THIS PRIORITY SEQUENCE AND COULD RESULT IN MULTIPLE VISITS AS WE WILL SERVICE ALL LEVEL 1 PRIORITIES BEFORE MOVING TO LEVEL 2 PRIORITIES (AND SO ON).

NOTE: SIGNING THIS DOCUMENT DOES NOT GUARANTEE SPECIAL PRIORITY, IT ONLY GIVES US AUTHORITY IN ADVANCE TO PERFORM CLEAN-UP SERVICE AT YOUR PROPERTY.

Storm Event Pricing:

Any clean-up as outlined above resulting from a storm event is outside the general scope of service per our Maintenance Agreement, and therefore additional charges apply. Below is a detailed list of our Storm Event prices:

<u>Labor</u>	<u>Cost per Hour</u>
All labor personnel	\$85.00
 <u>Machinery & Equipment (does not include operator)</u>	 <u>Cost per Hour</u>
Loader (small)	\$150.00
Loader (large)	\$325.00
Loader Delivery (required with large loader)	\$1,600.00
Stump Grinder	\$125.00
Chipper	\$125.00
Other Equipment (small-medium)	\$125.00
 <u>Dump Fees (does not include operator)</u>	 <u>Cost per Load</u>
Small (bucket truck, turf truck, etc.)	\$300.00
Medium (chipper truck, etc.)	\$500.00
Large (landscape flat bed, grapple, etc.)	\$850.00
 <u>Staking Materials</u>	 <u>Cost per Kit</u>
Staking - 4x4	\$150.00
Staking – 2x4	\$75.00
Staking - lodge poles (each)	\$25.00

*Staking Material & Dump Fees are subject to change based on market conditions at time of storm event.

Costs for any other materials required will be determined at the time of the Hurricane/Storm cleanup.

Yellowstone Landscape Storm Event Pre-Authorization

Beware of Price Gouging:

During large storm events, it's common for "out of town" companies to descend on Southwest Florida and charge exorbitant fees for subpar work. This often leaves behind significant damage to the landscape and turf as well as damage to vital mechanical systems like drain fields and irrigation systems. To avoid being over-charged for this kind of work, we urge you to sign our pre-authorization letter today to ensure fair pricing for exceptional work.

Storm Event Pre-Authorization:

Please fill this out completely and return to our offices per one of these two methods:

- Mail: 2360 Catawba St. Naples, FL 34120
- E-MAIL: mmoya@yellowstonelandscape.com

Failure to return this form acknowledging your selection will be deemed as NOT authorizing us to perform storm clean-up and restoration services. Due to the hectic nature of preparing for a pending storm, last minute authorizations may not be received in time to provide cleanup and restoration service.

Authorization:

_____ I authorize Yellowstone Landscape in advance to perform emergency storm cleanup.

_____ I do not authorize Yellowstone Landscape in advance to perform emergency storm cleanup.

Property Name: _____

Property Address: _____

Printed Contact Name: _____

Contact Number: _____

Signed:

Dated:

Initial: _____

Equip #	Equip Desc	Location	Dept.	Equip #	Equip Desc	Location	Dept.
131	21" Push Mower	T02	Turf	131	Diesel Isuzu NPR-HD	Yard	ENH
135	Line Trimmer	T-02	Turf	132	Flat Bed	Yard	ENH
138	Stick Edger	T-02	Turf	133	Isuzu NPR Gas	South Shop	South
139	Line Trimmer	T02	Turf	134	F-150 XL 4x2 SuperCab	Yard	Turf
148	Battery - Back Pack	T-02	Turf	136	Ford Transit T-250	Ft Myers	Ft Myers
149	Ext Art Hedge Trimmer	T-02	Turf	137	Isuzu	South Shop	South
150	Hand Held Blower, Batt Operated	T-02	Turf	139	Chipper Body Isuzu NPR	Yard	Arbor
151	Battery - Back Pack		Turf	140	Body	South Shop	South
152	Hedge Trimmer	T-02	Turf	142	Ford Transit	South Shop	South
153	Back Pack Blower	T-02	Turf	143	F-150	South	Turf
156	Stick Edger	T-02	Turf	144	F-150	South Shop	South
157	Hedge Trimmer	T-02	Turf	145	F-150	Yard	Turf
159	Batt Op Hand Held Blower	T-02	Turf	146	F-150	Yard	Arbor
160	Battery - Back Pack	T-02	Turf	148	F-150	Yard	Turf
161	Back Pack Blower	T-02	Turf	149	Transit T250	Yard	Lighting
162	E347 52" Vertex	T-02	Turf	150	Mack Bucket Truck	Yard	Arbor
24	Isuzu Spray Rig APS51 Pumps	Yard	Pest	151	Isuzu NPR Gas	Yard	Turf
47	Trf Four Door/Dump Mitsu	Yard	Turf	152	Isuzu NPR Gas	South Shop	South
54	Arb Isuzu Chip Body	Yard	Arbor	153	Crew Cab GMC 4x2	Yard	ENH
56	Isuzu Spray Rig APS51 Pumps	Yard	Pest	154	VA	Yard	Pest
59	Isuzu Spray Rig APS51 Pumps	South	Pest	155	VA	Yard	Pest
60	Arb Mack Dump W' Grapple	Yard	Arbor	156	W4500	South Shop	South
62	Enh Four Door/ Dump Flat Bed	Yard	Turf	157	W4500	South Shop	South
63	Irr F-350 2wd. Utility Body	Yard	Irrigation	158	Cab- Dump	Yard	ENH
73	Trf Crew Cab Isuzu, Dump	Ft Myers	Ft Myers	158	TX Gator		Turf
77	Trf. 4 Dr. Dump Isuzu	Yard	Turf	159	W4500	Shop	Turf
78	Trf. 4 Dr. Dump Isuzu	Ft Myers	Ft Myers	160	Cab	Yard	Turf
79	Trf. 4 Dr. Dump Isuzu	South	Turf	161	Crew Cab	Yard	Turf
80	Trf, Alico 4 Dr. Dump Isuzu	Yard	Turf	164	Colorado 2WD WT Crew	South Shop	South
81	Isuzu Spray Rig Kappa 55	Yard	Pest	165	Crew Cab W4500	South Shop	South
82	Irr E-250 Van	Ft Myers	Irrigation	166	Crew Cab W4500	Yard	Turf
83	Arb C5500 Bucket,4 Dr	Yard	Arbor	167	WT 2WD	Ft Myers	Ft Myers
86	Trf Ext Cab Short Bed Fleet Side	Yard	Turf	168	WT 2WD	Shop	Turf
88	Ram 2500 Promaster		Irrigation	169	Colorado 2WD WT Crew	Yard	Turf
89	Trf 4Dr Dump Isuzu	South Shop	South	170	Colorado 2WD WT Crew	South Shop	South
90	Trf. 4Dr. Dump Isuzu		Turf	171	CHevy Malibu FL		
91	Trf. 4Dr. Dump Isuzu	T-37	Turf	172	Crew Cab W4500	Yard	Turf
92	Trf. 4Dr. Dump Isuzu	Yard	Turf	173	Crew Cab W4500	Yard	Turf
93	Trf Two Door Isuzu W'Box&Bed	Yard	Turf	174	Colorado 2WD WT Crew	Yard	Turf
94	Ram Promaster City		Irrigation	175	Colorado 2WD WT Crew	Yard	Turf
95	Chevy Colorado	Yard	Arbor	176	Colorado 2WD WT Crew	Yard	Turf
96	International Duraster	Yard	ENH	177	Crew Cab W4500	South Shop	South
97	International Durastar	Yard	ENH	178	Crew Cab	Yard	Shop
98	Trf 4Dr Alum Dump Hino	Yard	Turf	179	Colorado 2WD WT Crew	Yard	Turf
99	Trf 4Dr Alum Dump Hino	Yard	Turf	180	Crew Cab W4500	Yard	Turf
102	Promaster		Irrigation	181	Crew Cab W4500	Yard	Turf
106	Isuzu NPR	Yard	Arbor	182	Crew Cab W4500	Yard	Turf
107	Arb Service Body F-250	Yard	Arbor	183	Crew Cab W4500	Yard	Turf
108	1500 Dodge ProMaster	South Shop	South	184	Crew Cab W4500	Yard	ENH
110	Arb F-250 4x4 Crew Cab	Yard	Arbor	185	Crew Cab W4500	Yard	Turf
111	Enh F-250 4x4 Crew Cab	Yard	ENH	186	Crew Cab W4500	South Shop	South
113	Isuzu NPR Gas		Turf	187	SRW 4WD	Yard	Arbor
115	Mack Chip Body		Arbor	188	Toyota Camry LE	Yard	Turf
116	Trf. 4Dr. Dump Isuzu	Ft Myers	Ft Myers	189	Double Cab	South Shop	South
118	F-150 4x2 Supercrew F-150	Yard	Irrigation	224	E76 Push Blower	T-25	Turf
119	F-250 4x4 Crew Cab	Yard	Irrigation	247	Stick Edger	T-25	Turf
120	Isuzu NPR Gas	Ft Myers	Turf	257	Line Trimmer	T-24	Turf
122	Isuzu NPR Gas		Turf	273	E279 52" Riding Mower	T-74	Turf
123	F-150 4x2 Supercrew F-150	Ft Myers	Ft Myers	275	E281 52" Riding Mower	T-74	Turf
124	Kia Soul	Yard	ENH	276	Line Trimmer	T-25	Turf
125	Isuzu NPR Gas	South Shop	South	277	Stick Edger	T-25	Turf
126	Irr Ford Transit	South Shop	South	279	Back Pack Blower	T-74	Turf
127	Irr Ford Transit	Yard	Irrigation	281	21" Push Mower	T-74	Turf
128	Shop F-450 4X4 Reg Cab 11' Utility	Shop	Shop	282	Stick Edger	T-74	Turf
129	F-150 XL 4X2 Super Crew	South Shop	South	285	Back Pack Blower	T-74	Turf
130	F-150 XL 4X2 Super Crew	Yard	Turf	288	Back Pack Blower	T-74	Turf

Equip #	Equip Desc	Location	Dept.	Equip #	Equip Desc	Location	Dept.
291	Back Pack Blower	T-74	Turf	289	Line Trimmer	T-74	Turf
292	Stick Edger	T-74	Turf	290	E335 52" Riding Mower	T-36	Turf
293	Hedge Trimmer	T-74	Turf	676	52" Examrk Rider Lazer Z		Turf
O294	Hedge Trimmer	T-74	Turf	677	Back Pack Blower	T-02	Turf
326	21" Push Mower	T-12	Turf	678	Line Trimmer	T-01	Turf
334	Back Pack Blower	T-12	Turf	718	21" Push Mower	T-74	Turf
338	Stick Edger	T-12	Turf	726	Stick Edger	T-37	Turf
339	Line Trimmer	T-12	Turf	727	Line Trimmer	T-37	Turf
341	Hedge Trimmer	T-12	Turf	729	Line Trimmer	T-37	Turf
343	Hand Held Blower, Batt Operated	T-12	Turf	730	E234 52" Riding Mower	T-37	Turf
344	Battery - Back Pack	T-12	Turf	731	Stick Edger	T-37	Turf
345	Hand Held Blower, Batt Operated	T-12	Turf	735	Ext Art Hedge Trimmer	T-74	Turf
346	Battery - Back Pack	T-12	Turf	736	Hedge Trimmer	T-74	Turf
347	Ext Art Hedge Trimmer	T-12	Turf	738	Operated	T-74	Turf
348	Batt Op Push Mower	T-12	Turf	739	Battery - Back Pack	T-74	Turf
349	Stick Edger	T-12	Turf	740	Operated	T-74	Turf
350	Line Trimmer	T-12	Turf	741	Battery - Back Pack	T-74	Turf
351	Stihl Back Pack Battery	T-12	Turf	742	Back Pack Blower	T-74	Turf
352	Stihl Back Pack Battery	T-12	Turf	744	Hedge Trimmer	T-37	Turf
353	60" Lazer Z	T-12	Turf	745	TX Gator	T-34	Turf
436	Back Pack Blower	South	Turf	746	Back Pack Blower	T-34	Turf
440	Hedge Trimmer	South	Turf	840	30" Push Mower	South Shop	South
445	Hedge Trimmer	South	Turf	841	Back Pack Blower	South Shop	South
446	Hedge Trimmer	South	Turf	845	Push Blower	South Shop	South
447	Hedge Trimmer	South	Turf	847	E285 52" Riding Mower	South Shop	South
448	Hedge Trimmer	South	Turf	848	21" Push Mower	South Shop	South
449	Hedge Trimmer	South	Turf	849	Line Trimmer	South Shop	South
450	Ext Art Hedge Trimmer	South	Turf	850	Stick Edger	South Shop	South
452	Back Pack Blower	South	Turf	854	E317 52" Riding Mower	South Shop	South
453	E302 TX Gator	South	Turf	855	E318 52" Riding Mower	South Shop	South
454	E291 TX Gator, Utility Vehicle	South	Turf	858	Back Pack Blower	South Shop	South
455	Back Pack Blower	South	Turf	859	Stick Edger	South Shop	South
456	Back Pack Blower	South	Turf	860	Stick Edger	South Shop	South
457	E352 60" Lazer Z		Turf	861	Stick Edger	South Shop	South
458	E353 60" Lazer Z		Turf	862	Back Pack Blower	South Shop	South
523	Push Blower	T-08	Turf	863	Back Pack Blower	South Shop	South
542	Back Pack Blower	T-08	Turf	864	Stick Edger	South Shop	South
543	21" Push Mower	T-08	Turf	865	Line Trimmer	South Shop	South
555	E274 52" Riding Mower	T-08	Turf	866	60" Vertex X-Series	South Shop	South
556	E283 52" Riding Mower	T-08	Turf	867	52" Vertex X-Series	South Shop	South
557	Stick Edger	T-08	Turf	908	Push Blower	T-13	Turf
559	Line Trimmer	T-08	Turf	919	Line Trimmer	T-13	Turf
561	30" Push Mower	T-08	Turf	924	Stick Edger	T-13	Turf
562	Line Trimmer	T-08	Turf	927	E210 52" Riding Mower	T-13	Turf
563	Stick Edger	T-08	Turf	928	Back Pack Blower	T-13	Turf
566	Back Pack Blower	T-08	Turf	929	Line Trimmer	T-13	Turf
567	E336 52" Riding Mower	T-08	Turf	931	Hedge Trimmer	T-13	Turf
569	Back Pack Blower	T-08	Turf	932	Stick Edger	T-13	Turf
570	Stick Edger	T-08	Turf	933	Hedge Trimmer	T-13	Turf
571	Line Trimmer	T-64	Turf	934	Ext Art Hedge Trimmer	T-13	Turf
643	Back Pack Blower	T-01	Turf	936	30" Push Mower	T-13	Turf
644	Line Trimmer	T-01	Turf	937	Back Pack Blower	T-13	Turf
647	21" Push Mower	T-01	Turf	938	21" Push Mower	T-13	Turf
651	Stick Edger	T-01	Turf	939	E233 52" Riding Mower	T-13	Turf
654	Line Trimmer	T-01	Turf	1011	Back Pack Blower	T-15	Turf
657	E294 30" Exm Push - Kohler	T-01	Turf	1020	Ext Art Hedge Trimmer	T-15	Turf
661	E298 52" Riding Mower	T-01	Turf	1024	Hedge Trimmer	T-15	Turf
664	E309 Riding Blower	T-01	Turf	1025	Hedge Trimmer		Turf
666	E315 52" Riding Mower	T-02	Turf	1026	Back Pack Blower	T-15	Turf
670	Back Pack Blower	T-01	Turf	1027	Hedge Trimmer	T-15	Turf
671	Stick Edger	T-01	Turf	1028	Hedge Trimmer	T-15	Turf
672	Back Pack Blower	T-01	Turf	1131	21" Push Mower	T-07	Ft Myers
673	Stick Edger	T-01	Turf	1134	Line Trimmer	T-07	Ft Myers
674	X-Series 52" Stander	T-01	Turf	1135	Stick Edger	T-07	Ft Myers
675	60" Sit down Lazer-Z		Turf	1138	Back Pack Blower	T-07	Ft Myers

Equip #	Equip Desc	Location	Dept.	Equip #	Equip Desc	Location	Dept.
1140	Hedge Trimmer	T-07	Ft Myers	1737	Back Pack Blower	T-23	Ft Myers
1141	Hedge Trimmer	T-07	Ft Myers	1740	Back Pack Blower	T-23	Ft Myers
1148	E80 Utility Vehicle	T-07	Ft Myers	1754	Hedge Trimmer	T-23	Ft Myers
1150	Stick Edger	T-07	Ft Myers	1756	Hedge Trimmer	T-23	Turf
1151	E349 52" Vertex	Ft Myers	Ft Myers	1757	Hedge Trimmer	T-23	Turf
1152	E350 52" Vertex	Ft Myers	Ft Myers	1758	E 85 Utility Vehicle	Ft Myers	Ft Myers
1153	Back Pack Blower	T-07	Ft Myers	1759	E351 52" Vertex	Ft Myers	Ft Myers
1154	Line Trimmer	T-07	Ft Myers	1760	Stick Edger	T-23	Ft Myers
1155	TX Gator	Ft Myers	Ft Myers	1761	Line Trimmer	T-23	Ft Myers
1156	Back Pack Blower	Ft Myers	Ft Myers	1762	Fixed Ext Hedge Trimmer	T-23	Ft Myers
1157	Line Trimmer	Ft Myers	Ft Myers	1763	Hedge Trimmer	T-23	Ft Myers
1158	Stick Edger	Ft Myers	Ft Myers	1764	Line Trimmer	T-23	Ft Myers
1159	E308 72" Riding Mower	Ft Myers	Ft Myers	1765	E284 52" Riding Mower	Ft Myers	Ft Myers
1160	72" Vertex X - Series	Ft Myers	Ft Myers	1766	30" Exm Push	Ft Myers	Ft Myers
1234	Power Pruner	South Shop	South	1767	Back Pack Blower	Ft Myers	Ft Myers
1247	Vacuum, Billy Goat	South Shop	South	1768	Line Trimmer	Ft Myers	Ft Myers
1254	Back Pack Blower	South Shop	South	1769	Stick Edger	Ft Myers	Ft Myers
1256	Hedge Trimmer	South Shop	South	1835	Power Pruner	T-29	Turf
1257	E324 Ferris Riding Blower	South Shop	South	1844	Line Trimmer	T-29	Turf
1258	E322 HPX615E Gator	South Shop	South	1848	Back Pack Blower	T-29	Turf
1259	E325 48" Grass Collecting Mower	South Shop	South	1849	Ext Art Hedge Trimmer	T-29	Turf
1261	Hedge Trimmer	South Shop	South	1853	Line Trimmer	T-29	Turf
1262	Ext Art Hedge Trimmer	South Shop	South	1856	Push Blower	T-29	Turf
1264	Hedge Trimmer	South Shop	South	1857	Back Pack Blower	T-29	Turf
1265	Back Pack Blower	South Shop	South	1860	Stick Edger	T-29	Turf
1266	36" Exmark Vertex E-Series	South Shop	South	1862	21" Push Mower	T-29	Turf
1267	Hedge Trimmer	South Shop	South	1863	Operated	T-30	Turf
1337	Hand Held Blower, Batt Operated	T-22	Turf	1864	Battery - Back Pack	T-30	Turf
1339	Hedge Trimmer	T-22	Turf	1865	Batt Op Hand Held Blower		Turf
1341	Battery - Backpack	T-22	Turf	1866	Battery - Back Pack		Turf
1342	Hedge Trimmer	T-22	Turf	1867	30" Push Mower	T-09	Turf
1343	Hedge Trimmer	T-22	Turf	1868	Line Trimmer	T-30	Turf
1344	Back Pack Blower	T-22	Turf	1869	E202 52" Riding Mower	Shop	Turf
1345	Back Pack Blower	T-22	Turf	1870	Stick Edger	T-29	Turf
1346	Ext Art Hedge Trimmer	T-22	Turf	1871	Back Pack Blower		Turf
1347	Hedge Trimmer	T-22	Turf	1922	Stick Edger	T-25	Ft Myers
1427	Back Pack Blower	T-09	Turf	1923	Stick Edger	T-25	Ft Myers
1428	21" Push Mower	T-09	Turf	1935	Line Trimmer	T-25	Ft Myers
1434	Line Trimmer	T-30	Turf	1943	E220 Utility Vehicle	Ft Myers	Ft Myers
1439	Hedge Trimmer	T-30	Turf	1947	Power Pruner	T-25	Ft Myers
1551	Back Pack Blower	T-18	Turf	1949	E267 52" Riding Mower	Ft Myers	Ft Myers
1554	E282 TX Gator	T-18	Turf	1953	Hedge Trimmer	T-25	Ft Myers
1564	Back Pack Blower	T-18	Turf	1954	Hedge Trimmer	T-25	Ft Myers
1565	HT-135 Power Pruner		Turf	1958	Stick Edger	T-25	Ft Myers
1568	Hedge Trimmer	T-18	Turf	1962	Back Pack Blower	T-25	Ft Myers
1569	Hedge Trimmer	T-56	Turf	1963	Back Pack Blower	T-25	Ft Myers
1570	Hedge Trimmer	T-56	Turf	1964	Push Blower	T-25	Ft Myers
1573	Ext Art Hedge Trimmer	T-56	Turf	1965	Ext Art Hedge Trimmer	T-25	Ft Myers
1574	Back Pack Blower	T-56	Turf	2035	E119 21" Push Mower	T-64	Ft Myers
1575	Hedge Trimmer	T-56	Turf	2036	E120 21" Push Mower	T-64	Ft Myers
1638	Line Trimmer	Veh 93	Turf	2057	Back Pack Blower	T-64	Ft Myers
1641	21" Push Mower	Veh 93	Turf	2067	Stick Edger	T-64	Ft Myers
1642	Back Pack Blower	Veh 93	Turf	2068	Back Pack Blower	T-64	Ft Myers
1644	Ext Art Hedge Trimmer	Veh 93	Turf	2070	Back Pack Blower	T-64	Ft Myers
1645	21" Push Mower	Veh 93	Turf	2071	Hand Held Blower	T-64	Ft Myers
1647	Hedge Trimmer	Veh 93	Turf	2072	Stick Edger	T-64	Ft Myers
1649	Hand Held Blower, Batt Operated	Veh 93	Turf	2075	Battery for BP Blower	T-64	Turf
1652	Hand Held Blower, Batt Operated	Veh 93	Turf	2076	Battery Operated BP Blower	T-64	Turf
1653	Battery - Back Pack	Veh 93	Turf	2077	E66 Push Blower	T-07	Turf
1654	Stick Edger	Veh 93	Turf	2081	Back Pack Battery	T-64	Turf
1655	Battery	Veh 93	Turf	2082	Blower	T-64	Turf
1656	Battery	Veh 93	Turf	2134	21" Exmark Push Mower	T-15	Turf
1657	21" Exmark Push Mower	Veh 93	Turf	2135	Line Trimmer	T-15	Turf
1658	Line Trimmer	Veh 93	Turf	2147	Stick Edger	T-24	Turf
2148	E208 52" Riding Mower	T-24	Turf	2149	E303 TX Gator		Turf

Equip #	Equip Desc	Location	Dept.	Equip #	Equip Desc	Location	Dept.
2151	Little Wonder Push Blower	T-24	Turf	2462	Stick Edger	South Shop	South
2152	Hedge Trimmer	T-15	Turf	2463	Line Trimmer	South Shop	South
2154	Back Pack Blower	T-17	Turf	2464	Line Trimmer	South Shop	South
2155	Stick Edger	T-17	Turf	2465	Stick Edger	South Shop	South
2156	Back Pack Blower	T-15	Turf	2466	52" Vertex	South Shop	South
2157	Hedge Trimmer	T-24	Turf	2467	Back Pack Blower	South Shop	South
2226	Line Trimmer	T-74	Turf	2468	Back Pack Blower	South Shop	South
2227	Stick Edger	T-74	Turf	2469	60" Vertex	South Shop	South
2231	E219 TX Gator	T-74	Turf	2470	52" Vertex	South Shop	Shop
2233	Ext Art Hedge Trimmer	T-74	Turf	2543	Stick Edger	T-70	Turf
2234	Back Pack Blower	T-74	Turf	2549	21" Push Mower	T-70	Turf
2235	E108 J.D.TX Gator	T-21	Turf	2550	Back Pack Blower	T-70	Turf
2239	Blower - Shredder Vac	T-21	Turf	2553	Line Trimmer	T-70	Turf
2240	Vacuum - Little Wonder	T-21	Turf	2555	Back Pack Blower	T-70	Turf
2241	Hedge Trimmer	T-21	Turf	2558	Line Trimmer	T-70	Turf
2242	E232 52" Riding Mower	T-74	Turf	2559	Stick Edger	T-70	Turf
2244	Line Trimmer	Moorings Park	Turf	2573	Back Pack Battery	T-70	Turf
2245	Stick Edger	Moorings Park	Turf	2574	Blower	T-70	Turf
2246	Hedge Trimmer	T-21	Turf	2575	21" Push Mower	T-70	Turf
2248	Battery - Back Pack		Turf	2576	Battery	T-70	Turf
2250	Battery - Back Pack		Turf	2577	Battery	T-70	Turf
2252	Battery - Back Pack		Turf	2578	Blower	T-70	Turf
2253	Hand Held Blower, Batt Operated		Turf	2579	Blower	T-70	Turf
2254	Battery - Back Pack		Turf	2580	Stick Edger	T-70	Turf
2255	Hedge Trimmer	T-21	Turf	2581	E343 52" Vertex	T-70	Turf
2256	Hedge Trimmer	T-21	Turf	2582	E344 52" Vertex	T-70	Turf
2257	Hedge Trimmer	T-21	Turf	2583	E345 52" Vertex	T-70	Turf
2258	Batt Op Hand Held Blower	T-21	Turf	2584	Back Pack Blower	T-70	Turf
2259	E244 TX Gator, Utility Vehicle	T-21	Turf	2585	Line Trimmer	T-70	Turf
2260	21" Exmark Push Mower	T-74	Turf	2586	Stick Edger	T-70	Turf
2261	21" Push Mower	T-74	Turf	2588	Hedge Trimmer	T-70	Turf
2262	Hand Held Blower, Batt Operated		Turf	2589	Hedge Trimmer	T-70	Turf
2263	Hand Held Blower, Batt Operated		Turf	2617	E60 Push Blower	South Shop	South
2264	Ext Art Hedge Trimmer	T-74	Turf	2626	Line Trimmer	South Shop	South
2265	60" Vertex X-Series	T-74	Turf	2631	E288 52" Riding Mower	South Shop	South
2319	Chain Saw	Colliers Reserve	Turf	2632	E289 52" Riding Mower	South Shop	South
2330	Power Pruner	Colliers Reserve	Turf	2637	Line Trimmer	South Shop	South
2339	E131 J.D. Utility Vehicle	Colliers Reserve	Turf	2638	E310 Riding Blower	South Shop	South
2344	Back Pack Blower	Colliers Reserve	Turf	2639	E319 52" Riding Mower	South Shop	South
2345	E245 TX Gator, Utility Vehicle	Colliers Reserve	Turf	2640	Back Pack Blower	South Shop	South
2346	E246 TX Gator, Utility Vehicle	Colliers Reserve	Turf	2641	Mower	South Shop	South
2347	E247 TX Gator, Utility Vehicle	Colliers Reserve	Turf	2643	Line Trimmer	South Shop	South
2350	Hedge Trimmer	Colliers Reserve	Turf	2644	Back Pack Blower	South Shop	South
2351	Back Pack Blower	Colliers Reserve	Turf	2646	Push Blower	South Shop	South
2353	E300 Ferris Riding Blower	Colliers Reserve	Turf	2649	Stick Edger	South Shop	South
2354	Stick Edger	Colliers Reserve	Turf	2650	Stick Edger	South Shop	South
2355	Hedge Trimmer	Colliers Reserve	Turf	2651	Stick Edger	South Shop	South
2356	21" Exm Push Mower	Colliers Reserve	Turf	2652	Back Pack Blower	South Shop	South
2357	Ext Art Hedge Trimmer	Colliers Reserve	Turf	2653	21" Push Mower	South Shop	South
2358	Stick Edger	Colliers Reserve	Turf	2654	21" Push Mower	South Shop	South
2359	E297 52" Riding Mower	Colliers Reserve	Turf	2655	60" Vertex S-Series	South Shop	South
2360	Chain Saw	Colliers Reserve	Turf	2656	72" Lazer Z S Series	South Shop	South
2361	21" Push Mower	Colliers Reserve	Turf	2723	21" Push Mower		Turf
2362	Back Pack Blower	Colliers Reserve	Turf	2732	Line Trimmer		Turf
2363	Line Trimmer	Colliers Reserve	Turf	2735	Stick Edger		Turf
2417	21" Push Mower	South Shop	South	2736	Hedge Trimmer		Turf
2418	21" Push Mower	South Shop	South	2737	Ext Art Hedge Trimmer	T-23	Turf
2421	E145 Push Blower	South Shop	South	2739	Hedge Trimmer	T-23	Turf
2451	Line Trimmer	South Shop	South	2740	Back Pack Blower	T-23	Turf
2453	Stick edger	South Shop	South	2741	Stick Edger	T-23	Turf
2455	Bat Op Hand Held Blower	South Shop	South	2743	Push Blower	T-23	Turf
2457	E330 72" Riding Mower	South Shop	South	2744	Back Pack Blower	T-23	Turf
2458	Back Pack Battery	South Shop	South	2745	Back Pack Blower	T-23	Turf
2460	Back Pack Blower	South Shop	South	2746	Back Packer Blower		Turf
2461	Back Pack Blower	South Shop	South	2747	Stick Edger		Turf

Equip #	Equip Desc	Location	Dept.	Equip #	Equip Desc	Location	Dept.
2748	52" Exmark Stander X-Series		Turf	3421	Back Pack Blower	T-74	Turf
2749	E346 52" Vertex	T-67	Turf	3422	Hedge Trimmer	T-74	Turf
2750	E348 52" Vertex	T-67	Turf	3423	Hedge Trimmer	T-74	Turf
2751	Hedge Trimmer	T-23	Turf	3424	E299 52" Riding Mower	T-74	Turf
2752	Line Trimmer		Turf	3425	Stick Edger	T-74	Turf
2753	Line Trimmer		Turf	3426	Stick Edger	T-74	Turf
2805	21" Push Mower	South Shop	South	3427	Line Trimmer	T-74	Turf
2820	Line Trimmer	South Shop	South	3428	Line Trimmer	T-74	Turf
2826	Line Trimmer	South Shop	South	3429	Makita Battery	T-74	Turf
2828	E239 52" Riding Mower	South Shop	Shop	3430	Blower, Batt Op	T-74	Turf
2833	Hedge Trimmer	South Shop	South	3431	21" Push Mower	T-74	Turf
2837	Power Pruner	South Shop	South	3432	E273 52" Riding Mower	T-74	Turf
2838	Back Pack Blower	South Shop	South	3433	Power Pruner	T-74	Turf
2839	Ext Art Hedge Trimmer	South Shop	South	3434	TX Gator	T-74	Turf
2841	Stick Edger	South Shop	South	3501	Ext. Hedge Trimmer	South Shop	South
2842	Hedge Trimmer	South Shop	South	3505	Ext Art Hedge Trimmer	South Shop	South
2843	Back Pack Blower	South Shop	South	3509	Hedge Trimmer	South Shop	Shop
2844	Hedge Trimmer	South Shop	South	3512	Hedge Trimmer	South Shop	South
2845	60" Vertex X-Series	South Shop	South	3513	Hedge Trimmer	South Shop	South
2846	52" Vertex	South Shop	South	3514	Kubota RTV 1140	Yard	Arbor
2847	Back Pack Blower	South Shop	South	3515	Hedge Trimmer	South Shop	Shop
2848	Stick Edger	South Shop	South	3607	Back Pack Blower	South Shop	South
3018	Back Pack Blower	South Shop	South	3608	Hedge Trimmer	South Shop	South
3020	Line Trimmer	South Shop	South	3609	Hedge Trimmer	South Shop	South
3033	Back Pack Blower	South Shop	South	3610	Ext Art Hedge Trimmer	South Shop	South
3034	Line Trimmer	South Shop	South	3611	TX Gator	South Shop	South
3035	Stick Edger	South Shop	South	3612	Back Pack Blower	South Shop	South
3036	E334 72" Riding Mower Z960M	South Shop	South	3613	Hedge Trimmer	South Shop	South
3037	E333 652R Riding Mower	South Shop	South	3614	Hedge Trimmer	South Shop	South
3038	21" Push Mower	South Shop	South	3615	TX Gator	South Shop	South
3039	Back Pack Blower	South Shop	South	3902	E304 TX Gator With Roof	Yard	Turf
3040	Hedge Trimmer	South Shop	South	3903	Back Pack Blower	Yard	Turf
3041	TX Gator	South Shop	South	3904	Battery, Back Pack	Yard	Turf
3042	60" Vertex X-Series	South Shop	South	3905	Blower, Hand Held	Yard	Turf
3043	Ext Art Hedge Trimmer	South Shop	South	4001	Battery - Back Pack	Veh151	Turf
3044	Stick Edger	South Shop	South	4002	Operated	Veh151	Turf
3125	Ext Hedge Trimmer		Ft Myers	4003	Back Pack Blower	Veh151	Turf
3126	Hedge Trimmer		Ft Myers	4004	Hedge Trimmer	Veh151	Turf
3127	Back Pack Blower		Ft Myers	4005	Hedge Trimmer	Veh151	Turf
3128	Hedge Trimmer		Ft Myers	4006	Hedge Trimmer	Veh151	Turf
3130	Back Pack Blower	T-06	Ft Myers	4007	Ext Art Hedge Trimmer	Veh151	Turf
3131	Extended fixed hedge trimmer	T-30	Ft Myers	4009	Vacuum / Blower Kit	Veh151	Turf
3132	E134 Club Car	Ft Myers	Ft Myers	4010	Makita Battery	Veh151	Turf
3133	Hedge Trimmer	T-25	Ft Myers	4011	Blower	Veh151	Turf
3134	Hedge Trimmer		Ft Myers	4012	TX Gator	Veh151	Turf
3135	30" Exm Push Mower	Ft Myers	Ft Myers	4013	Line Trimmer	Veh151	Turf
3136	Back Pack Blower	Ft Myers	Ft Myers	4101	E323 HPX615E Gator	South Shop	South
3137	Line Trimmer	Ft Myers	Ft Myers	4103	Hedge Trimmer	South Shop	South
3138	Stick Edger	Ft Myers	Ft Myers	4106	Back Pack Blower	South Shop	South
3309	21" Push Mower	South Shop	South	4108	Back Pack Blower	South Shop	South
3310	Ext Art Hedge Trimmer	South Shop	South	4109	Ext Art Hedge Trimmer	South Shop	South
3317	Line Trimmer	South Shop	South	4110	Power Pruner	South Shop	South
3319	Stick Edger	South Shop	South	4111	Hedge Trimmer	South Shop	South
3320	E340 52" Exm Vertex	South Shop	South	4112	Back Pack Blower	South Shop	South
3321	E341 52" Exm Vertex	South Shop	South	4113	Hedge Trimmer	South Shop	South
3322	Line Trimmer	South Shop	South	4115	Hedge Trimmer	South Shop	South
3323	Hedge Trimmer	South Shop	South	4201	E326 661R Riding Mower	South Shop	South
3324	Back Pack Blower	South Shop	South	4202	E328 652R Riding Mower	South Shop	South
3325	Back Pack Blower	South Shop	South	4203	E329 652R Riding Mower	South Shop	South
3326	Back Pack Blower	South Shop	South	4204	30" Exmark Push Mower	South Shop	South
3327	Stick Edger	South Shop	South	4205	21" Push Mower	South Shop	South
3406	Back Pack Blower	T-74	Turf	4206	Back Pack Blower	South Shop	South
3413	Line Trimmer	T-74	Turf	4207	Back Pack Blower	South Shop	South
3415	Stick Edger	T-74	Turf	4208	Back Pack Blower	South Shop	South
3418	Ext Art Hedge Trimmer	T-74	Turf	4209	Line Trimmer	South Shop	South

Equip #	Equip Desc	Location	Dept.	Equip #	Equip Desc	Location	Dept.
4210	Line Trimmer	South Shop	South	T-50	Ramp	Ft Myers	Ft Myers
4211	Line Trimmer	South Shop	South	T-51	Construction	Yard	ENH
4212	Stick Edger	South Shop	South	T-52	GVWR - Arb	Yard	Arbor
4213	Stick Edger	South Shop	South	T-53	Trailer - Construction	Yard	ENH
4214	Stick Edger	South Shop	South	T-54	6 X 12 Forest River - Arb	Yard	Arbor
4216	60" Vertex X-Series	South Shop	South	T-55	Maint	Yard	South
4217	60" Vertex X-Series	South Shop	South	T-56	Enclosed Trailer - Maint	Yard	Turf
4218	E215 36" Riding Mower	South Shop	South	T-57	Myers	Ft Myers	Ft Myers
4301	Hedge Trimmer	Yard	Turf	T-58	Costruction	Yard	ENH
4302	Hedge Trimmer	Yard	Turf	T-59	Trailer - Maint	Yard	South
4303	Ext Art Hedge Trimmer	Yard	Turf	T-60	Construction	Yard	ENH
4304	Back Pack Blower	Yard	Turf	T-61	Gate - Construction	Yard	ENH
4305	Hedge Trimmer	Yard	Turf	T-62	Boat Trailer	Yard	ENH
4306	Line Trimmer	Yard	Turf	T-63	Enclosed Trailer - Maint	Yard	South
4307	Line Trimmer	Yard	Ft Myers	T-64	Enclosed Trailer - Maint	Yard	Turf
4308	Stick Edger	Yard	Turf	T-65	Enclosed Trailer - Maint	Yard	Turf
4309	E218 52" Riding Mower	Yard	Turf	T-66	8.5x24 Enclosed Trailer	South	South
E230	E230 48" Grass Collecting Mower		Turf	T-67	8.5x24 Enclosed Trailer	South	South
E287	E287 48" Grass Collecting Mower		Turf	T-68	Axle 12'x6.5'	Yard	Pest
E331	E331 48" Grass Collecting Mower		Shop	T-69	Axle 12'x6.5'	Yard	Pest
T-03	20' Enclosed - Storage	Yard	Turf	T-70	24' Enclosed Trailer	Yard	Turf
T-05	20' Bumper Pull Open/Equip - Construction	Yard	ENH	T-71	24' Enclosed Trailer	South Shop	South
T-06	18' Enclosed - Maint	Yard	Turf	T-72	24' Enclosed Trailer	Yard	Turf
T-07	18' Enclosed - Maint	Yard	Turf	T-73	gate	South	South
T-08	18' Enclosed - Maint	Yard	Turf	T-74	Ramp Door	Yard	Turf
T-09	18' Enclosed - Maint	Yard	Turf	T-75	Ramp Door	Yard	Turf
T-10	18' Enclosed - Maint	Yard	Turf	T-76	Ramp Door	South Shop	South
T-11	18' Enclosed - Maint	Yard	Turf	T-77	Ramp Door	Yard	Turf
T-12	18' Enclosed - Maint	Yard	Turf	T-78	Ramp Door	Yard	Turf
T-13	18' Enclosed - Maint	Yard	Turf	T-79	Ramp Door	Yard	Turf
T-14	Open Trailer - Arb	Yard	Arbor	T-80	Ramp Door	Yard	Turf
T-15	18' Enclosed - Maint	Yard	Turf	T-81	Ramp Door	Yard	Turf
T-16	18' Enclosed - Maint	Yard	Turf	T-82	Ramp Door	Yard	Turf
T-17	18' Enclosed - Maint	Yard	Turf	T-83	Ramp Door	Yard	Turf
T-18	12' Enclosed - Maint	Yard	Turf	T-84	Ramp Door	Yard	Turf
T-19	Open Equipment Trailer - Construction	Yard	ENH	T-85	Ramp Door	Yard	Turf
T-20	10' Enclosed - Maint, Siena Lakes	Siena Lakes	Turf	T-86	Ramp Door	Yard	Turf
T-21	18' Enclosed - Maint	Ft Myers	Ft Myers	T-87	Tilt Deck	Yard	Arbor
T-22	18' Enclosed - Maint	Ft Myers	Ft Myers	T-88	Ramp Door	Yard	Turf
T-23	18' Enclosed - Maint	Ft Myers	Turf	T-89	Ramp Door	Yard	Turf
T-24	18' Enclosed - Maint	Ft Myers	Turf	T-90	Ramp Door	Yard	Turf
T-25	18' Enclosed - Maint	Ft Myers	Ft Myers	T-91	Ramp Door	Yard	Turf
T-26	18" Enclosed - Maint	Yard	Turf	T-92	Ramp Door	Yard	Turf
T-27	E201 Golf Cart Trailer - C. Reserve	Colliers Reserve	Turf	T-93	Ramp Door	Yard	Turf
T-28	Gulf Cart Trailer - C. Reserve	Colliers Reserve	Turf	T-94	Ramp Door	Yard	Turf
T-29	18' Enclosed - Maint	Yard	Turf	T-95	Ramp Door	Yard	Turf
T-30	18' Enclosed - Maint	Ft Myers	Turf	T-96	Ramp Door	Yard	Turf
T-31	6 X 12 Tandem Open w/ramp - Pest	Yard	Pest	T-97	Ramp Door	Yard	Turf
T-32	20 x 7 Trailer - Construction	Yard	ENH	T-98	Ramp Door	Yard	Turf
T-33	102" Wide Super Line - Irr	Yard	Irrigation	T-99	Ramp Door	Yard	Arbor
T-34	18' Enclosed Trailer - Maint	Yard	South	E86	Reserve	Colliers Rese	Turf
T-35	18' Enclosed Trailer - Maint	Yard	South	E87	Loader	Yard	yard mach
T-36	20' Enclosed Trailer - Maint	Yard	Turf	E201	Spreader	Shop	Turf
T-37	20' Enclosed Trailer - Maint	Yard	Turf	Arb29	E107 4x2TX J.D. Gator	Yard	Arbor
T-38	20' Enclosed Trailer - Maint	Yard	Turf	E113	Arb33	Yard	Arbor
T-39	6 X 12 Utility - Pest	Yard	Pest	Arb62	Power Pruner	Yard	Arbor
T-40	6 X 16 Utility - Pest	Yard	Pest	Arb64	Chain Saw	Yard	Arbor
T-41	6 X 12 TA - Pest	Yard	Pest	Arb65	E139 Swift Lift / Pole Cat	Yard	Arbor
T-42	7 x 14 Utility - S725TX Trailer	Yard	ENH	Arb76	Ext Art Hedge Trimmer	Yard	Arbor
T-43	Enclosed Trailer - Maint	Yard	Turf	Arb77	Power Pruner	Yard	Arbor
T-44	Single Axle Trailer - Pest	Yard	Pest	Arb78	Chain Saw	Yard	Arbor
T-46	7 X 18 Open Car Hauler - Arb		Arbor	Arb89	Auger / Chuckless Drill	Yard	Arbor
T-47	7 X 16 Open - Pest	Yard	Pest	Arb98	Ext Art Hedge Trimmer	Yard	Arbor
T-48	Ex Height Enclosed Trailer - Blake		Turf	Arb99	Hand Held Blower	Yard	Arbor
T-49	Enclosed Trailer - Maint	South Shop	South	Arb102	Chain Saw		Arbor

Equip #	Equip Desc	Location	Dept.	Equip #	Equip Desc	Location	Dept.
Arb103	Power Pruner	Yard	Arbor	Arb219	Hand Held Blower	Yard	Arbor
Arb109	E229 Tracked Platform Lift		Arbor	Arb221	Chain Saw	Yard	Arbor
Arb112	Chain Saw		Arbor	Arb222	Chain Saw	Yard	Arbor
Arb115	Chain Saw		Arbor	E222	E222 BC1800XL	Yard	Arbor
Arb118	Hand Held Blower		Arbor	Arb223	Hand Held Blower		Arbor
Arb119	Hand Held Blower	Yard	Arbor	Arb224	Chain Saw		Arbor
Arb128	Hand Held Blower		Arbor	Arb225	Chain Saw		Arbor
Arb129	Chain Saw		Arbor	Arb226	Chain Saw		Arbor
Arb135	Back Pack Blower	Yard	Arbor	Arb227	Chain Saw		Arbor
Arb143	Power Pruner		Arbor	Arb228	Chain Saw		Arbor
Arb145	Power Pruner	Yard	Arbor	Arb229	Chain Saw	Yard	Arbor
Arb146	Ext Art Hedge Trimmer		Arbor	Arb232	Hand Held Blower	Yard	Arbor
Arb147	Ext Art Hedge Trimmer		Arbor	Arb233	TX Gator	Yard	Arbor
Arb149	Chain Saw	Yard	Arbor	Arb234	Hand Held Blower	Veh54	Arbor
Arb150	Chain Saw		Arbor	Arb235	Hand Held Blower	Yard	Turf
Arb151	Chain Saw		Arbor	Arb236	Hand Held Blower	Veh150	Arbor
Arb152	Chain Saw		Arbor	Arb237	Chain Saw	Yard	Arbor
Arb153	Chain Saw		Arbor	Arb238	Chain Saw	Yard	Arbor
Arb154	Chain Saw		Arbor	Arb239	Chain Saw	Yard	Arbor
Arb156	MS251 Chain Saw	Yard	Arbor	Arb240	Chain Saw	Yard	Arbor
Arb158	MS251 Chain Saw		Arbor	Arb241	Chain Saw	Yard	Arbor
Arb159	MS251 Chain Saw		Arbor	Arb242	Chain Saw	Yard	Arbor
Arb160	MS251 Chain Saw		Arbor	Arb243	Chain Saw	Yard	Arbor
Arb163	Chain Saw	Yard	Arbor	Arb244	Tracked Platform Lift	Yard	Arbor
Arb164	HT-131 Power Pruner	Yard	Arbor	E138	Chipper	Yard	Arbor
Arb165	HL94 Ext Art Hedge Trimmer	Yard	Arbor	E241	E241 BC1800XL		Arbor
Arb168	Chain Saw	Yard	Arbor	E243	Stump Cutter		Arbor
Arb169	Chain Saw	Yard	Arbor	ENH03	Hand Held Blower	T-14	ENH
Arb171	Hand Held Blower	Yard	Arbor	ENH10	14" Concrete Saw	Yard	ENH
Arb172	Chain Saw MS194T		Arbor	ENH14	Hand Held Blower	Yard	ENH
Arb173	Chain Saw MS194T		Arbor	ENH15	Hand Held Blower	Yard	ENH
Arb174	Chain Saw MS194T		Arbor	ENH17	Chainsaw	Yard	ENH
Arb175	Chain Saw MS194T		Arbor	ENH18	10" Miter Saw	Yard	ENH
Arb176	Chain Saw MS194T		Arbor	ENH21	Gas Powered Drill	Yard	ENH
Arb177	Chain Saw MS194T		Arbor	E129	E129 Kubota Loader enh22	Yard	ENH
Arb178	Chain Saw MS661cm	Yard	Arbor	E137	E137 Kubota Mini-X enh23	Yard	Irrigation
Arb180	Ext Art Hedge Trimmer	Yard	Arbor	Enh26	Chain Saw	Yard	ENH
Arb181	Chain Saw	Yard	Arbor	E213	Machine enh28	Yard	ENH
Arb182	Chain Saw	Yard	Arbor	E248	E248 Kubota Loader enh29	Yard	ENH
Arb183	Power Pruner	Yard	Arbor	E250	E250 CTL SVL95 Enh30	Yard	ENH
Arb185	Chain Saw	Yard	Arbor	Enh32	Hand Held Blower		ENH
Arb186	Chain Saw		Arbor	E242	E242 R530 Loader enh33	Yard	ENH
Arb187	Chain Saw		Arbor	Enh34	Back Pack Blower		ENH
Arb189	Chain Saw	Yard	Arbor	E249	E249 R530 Loader enh34	Yard	ENH
Arb190	HT-131 Power Pruner	Veh150	Arbor	Enh35	CS-370 Chain Saw		ENH
Arb191	HT-131 Power Pruner		Arbor	Enh36	Chain Saw	Yard	ENH
Arb192	HT-135 Power Pruner		Arbor	Enh37	Honda Water Pump 1"	Yard	ENH
Arb194	Hand Held Blower, Batt Operated	Yard	Arbor	Enh38	Honda Water Pump 1"	Yard	ENH
Arb195	Battery - Back Pack	Yard	Arbor	E301	Loader	G's Nursery	Nursery
Arb197	Hand Held Blower	Yard	Arbor	Enh40	Back Pack Blower		ENH
Arb198	Storm Saw, 18" MS291	Yard	Arbor	Enh41	Attachment	Yard	ENH
Arb201	MS194T Chain Saw	Yard	Arbor	Enh42	55 Gal 3 pt Sprayer	G's Nursery	G's
Arb202	MS194T Chain Saw	Yard	Arbor	Enh43	Concrete Saw		ENH
Arb203	MS194T Chain Saw	Yard	Arbor	Enh44	Hand Held Blower		ENH
Arb206	MS194T Chain Saw	Yard	Arbor	Enh45	Back Pack Blower	Yard	ENH
Arb208	MS194T Chai Saw	Yard	Arbor	Enh46	J.D. 60" Bush Hog	G's Nursery	G's
Arb209	Power Pruner	Yard	Arbor	Enh47	Hand Held Blower	Yard	ENH
Arb210	Batt Op Hand Held Blower	Yard	Arbor	Enh48	Hand Held Blower	Yard	ENH
Arb211	Back Pack Battery	Yard	Arbor	Enh49	Hand Held Blower	Yard	ENH
Arb212	Batt Op Hand Held Blower	Yard	Arbor	Enh50	Batt Op Hand Held Blower	Yard	ENH
Arb213	Back Pack Battery	Yard	Arbor	Enh51	Back Pack Battery	Yard	ENH
Arb214	Ext Art Hedge Trimmer	Yard	Arbor	Enh53	Back Pack Battery	Yard	ENH
Arb215	Power Pruner	Yard	Arbor	Enh54	MS194T Chain Saw	Yard	ENH
Arb216	Power Pruner	Yard	Arbor	Enh55	Chain Saw	Yard	ENH
Arb217	Power Pruner	Yard	Arbor	Enh56	Batt Op Hand Held Blower	Yard	ENH

Equip #	Equip Desc	Location	Dept.	Equip #	Equip Desc	Location	Dept.
E+L482+A	Batt Op Hand Held Blower	Yard	ENH	Shp13	Ice Machine	South Shop	South
Enh58	Batt Op Hand Held Blower	Yard	ENH	Shp14	Blade Sharpener	South	South
Enh59	Batt Op Hand Held Blower	Yard	ENH	Shp15	Sharpener	Ft Myers	Ft Myers
Enh60	Back Pack Battery	Yard	ENH	Shp16	X400 Blade Sharpener	South Shop	South
Enh61	Back Pack Battery	Yard	ENH	Shp17	Manitowoc Ice Machine	Shop	Shop
Enh62	Back Pack Battery	Yard	ENH	Shp18	Back Pack Blower	Shop	Shop
Enh63	18" Sod Cutter	Yard	ENH	93003	Loaner Chain Saw	Shop	Turf
Enh64	E321 HPX615E Gator	Yard	ENH	93011	MS-311 Chain Saw	Sarasota	
Enh65	Hand Held Blower	Yard	ENH	93012	MS-311 Chain Saw	Sarasota	
Pst02	E93 Riding Sprayer/Fertilizer	Yard	Pest	93013	MS-311 Chain Saw	Sarasota	
Pst03	Hand Held Blower	Yard	Pest	93017	MS-271 Chain Saw	Sarasota	
Pst04	Hand Held Blower	Yard	Pest	93018	MS-271 Chain Saw	Yard	Arbor
Pst05	Hand Held Blower	Yard	Pest	93019	MS-250 Chain Saw	T-37	Turf
Pst06	Hand Held Blower	Yard	Pest	93020	MS 250 Chain Saw	Sarasota	ENH
Pst07	Hand Held Blower	Yard	Pest	93021	MS291 Chain Saw	Sarasota	Turf
Pst09	E206 Riding Fert Spreader / Sprayer	Yard	Pest	93024	MS391 Chain Saw	Sarasota	
Pst10	E207 Riding Fert Spreader / Sprayer	Yard	Pest	93026	MS-291 Chain Saw	Sarasota	
Pst11	E221 Riding Fert Spreader / Sprayer	Yard	Pest	93028	MS-291 Chain Saw	Sarasota	
Pst13	E251 Toro Utility Vehicle	Yard	Pest	93029	MS-291 Chain Saw	Sarasota	ENH
Pst14	Hand Held Blower	Yard	Pest	93031	MS-311 Chain Saw	Sarasota	Arbor
Pst15	E278 Z-Spray / Z-Max	Yard	Pest	93033	E98 Billy Goat Vacuum	Colliers Res	Turf
Pst16	E286 Z-Spray / Z-Max	Yard	Pest	93034	Hand Held Blower		Turf
Pst17	E254 Spray Rig - Mounted in Veh 110	Yard	Pest	93035	Storm Saw, 18" MS291	Yard	Office
Pst18	VGS Push / Blower Spreader		Pest	93036	Storm Saw, 18" MS291	Yard	Office
Pst19	E290 Z-Max	Yard	Pest	93037	Storm Saw, 18" MS291	Yard	Office
Pst20	SG52 Steel Green Sprayer / Spreader	Yard	Pest	93038	Storm Saw, 18" MS291	Yard	Office
Pst21	SG52 Steel Green Spreader / Sprayer	Yard	Pest	93039	Storm Saw, 18" MS291	Yard	Office
Pst22	Back Pack Blower	Yard	Pest	93040	Storm Saw, 18" MS291	Yard	Office
Pst23	Back Pack Blower	Yard	Pest	93041	Storm Saw, 18" MS291	Yard	Office
Pst24	SG52 Steel Green Spreader / Sprayer	Yard	Pest	93042	Storm Saw, 18" MS291	Yard	Office
Pst25	SG52 Steel Green Spreader / Sprayer	Yard	Pest	93044	Storm Saw, 18" MS291	Yard	Office
Pst26	SG52 Steel Green Spreader / Sprayer	Yard	Pest	93045	Storm Saw, 18" MS291	Yard	Office
E01	E01 Rubber Tire Skid Steer	Yard	ENH	93046	Storm Saw, 18" MS291	Yard	Office
E02	E02 Rubber Tire Skid Steer	Yard	ENH	93047	Storm Saw, 18" MS291	Yard	Office
E102	E 102 Millermatic 252	Shop	Shop	93048	Storm Saw, 18" MS291	Yard	Office
Irr03	Vermeer Riding Trencher	Yard	Irrigation	93049	Storm Saw, 18" MS291	Yard	Office
Irr04	E130 J.D. Utility Vehicle	T-37	Irrigation	95033	E65 Push Blower	Colliers Res	Turf
Irr05	Walk Behind	Yard	Irrigation	95042	E111 21" Push Mower	Shop	Shop
Irr06	BG50 Hand Held Blower		Irrigation	95047	Back Pack Blower	Shop	Shop
Irr07	E314 Tx Gator	Yard	Irrigation	95048	Hand Held Blower	Shop	Turf
Irr08	E338 TX Gator	South	Irrigation	95054	Hand Held Blower		Turf
Irr09	TX Gator	Yard	Irrigation	95058	E280 52" Riding Mower	Shop	Turf
80001	S.L. Gator - Gulf Course	Silver Lakes	Golf Course	95061	E227 52" Riding Mower	South Shop	South
80003	Groundskeeper 3500-D	Silver Lakes	Golf Course	95062	E228 52" Riding Mower	South Shop	South
80004	Reel Mower 3100 - D	Silver Lakes	Golf Course	95063	Line Trimmer	Yard	Shop
80005	Tow Behind Top Dresser	Silver Lakes	Golf Course	95064	Batt Op Hand Held Blower	Yard	Turf
80006	Tow Behind Drop Spreader	Silver Lakes	Golf Course	95065	E268 52" Riding Mower	South Shop	South
80007	Tow Behind Water Tank w/Pump	Silver Lakes	Golf Course	95066	E269 52" Riding Mower	South Shop	South
80010	Greens Roller	Silver Lakes	Golf Course	95068	E275 52" Riding Mower	Shop	Shop
80012	Trap Rake	Silver Lakes	Golf Course	95069	E211 52" Riding Mower	Shop	Shop
80014	John Deere, Pro Gator	Silver Lakes	Golf Course	95072	E205 52" Riding Mower	Shop	Shop
80015	Toro Greens Mower	Silver Lakes	Golf Course	95073	E295 52" Riding Mower	Ft Myers	Ft Myers
80016	ProCore 648 Aerator	Silver Lakes	Golf Course	95074	E296 52" Riding Mower	Ft Myers	Ft Myers
80017	S.L. 310SG Combination	Silver Lakes	Golf Course	95075	E61 Reel Mower	Shop	Turf
80030	# 17 Toro Workman HDX	Silver Lakes	Golf Course	95076	Hedge Trimmer	T-74	Turf
80031	Toro Workman	Silver Lakes	Golf Course	95078	MS294 20" Bar	Shop	Shop
80032	Toro Walk Behind Greens Mower	Silver Lakes	Golf Course	95079	MS291 20"	Shop	Shop
Shp01	I.R. 80 Gal Air Compressor	Shop	Shop	95080	MS250 18"	South Shop	South
Shp05	Coats MAX70	Shop	Shop	95081	MS250 18"	South Shop	South
Shp07	Quincy Air Compressor	Ft Myers	Ft Myers	95082	MS250 18"	Shop	Shop
Shp08	Hyd Hose Crimper	Shop	Shop	95083	MS250 18"	Shop	Shop
Shp09	E139 Trailer Mover	Shop	Shop	95084	MS250 18"	Ft Myers	Ft Myers
Shp10	E294 I.R. Compressor 30 Gal / Honda	Shop	Shop	95085	MS250 Chain Saw	South Shop	South
Shp11	Manitowak Ice Machine	Shop	Shop	95086	MS250 Chain Saw	South Shop	South
Shp12	Quincy Air Compressor	South	South	95087	E212 52" Riding Mower	Yard	Turf



Employment Practices

Equal Opportunity Employer

Yellowstone policy provides equal employment opportunity to all applicants and employees regardless of race, color, religion, sex, national origin, age, veteran status, citizenship, marital status, sexual orientation and/or other protected classifications including physical or mental disability as defined by the Americans with Disabilities Act.

Interviewing & Hiring

Perspective candidates are phone screened by either hiring manager or Human Resources personnel. If the candidate passes the phone screen, they are invited in for a face-to-face interview with the hiring team. Candidates may be invited to participate in several in-person interviews where they will be asked situational questions to better understand their experience and knowledge of the position they are applying for. Late in the interview cycle, salary and work expectations are negotiated and discussed prior to an offer letter being presented to the candidate. An official offer letter will only be released on the completion and outcome of various pre-employment requirements.

Employment Eligibility Verification

In compliance with the Immigration Reform and Control Act of 1986, all Yellowstone Landscape employees are required to provide proof of eligibility to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within 3 days of employment. Certain hiring locations also participate in E-Verify and beginning on July 1, 2023 - in accordance with FL Senate Bill 1718 – any locations in FL who did not previously participate in E-Verify will begin to do so for new employees.

Background Investigations

Prospective employees for relevant positions must agree to undergo a thorough background screening process which may include prior employment, education, criminal, motor vehicle, reputation, and credential checks. Pre-hire drug testing is also required in all locations.

situation with the supervisor in the first instance, the employee should go to the supervisor's direct superior. This manager will investigate both sides of the situation and attempt to arrive at a solution that he or she believes to be appropriate.

If the employee still is not satisfied with the decision made by his or her supervisor's direct superior, the employee may direct the complaint, in writing, to the CEO, Executive Vice President, Vice President of Human Resources, or one of the Regional Vice Presidents of Yellowstone, who also will investigate both sides of the situation and attempt to arrive at a solution that he or she believes to be appropriate.

If at any time the employee feels uncomfortable in discussing the situation with line management, he/she should contact Human Resources.

Yellowstone expressly forbids any reprisals or retaliation against any employee because the employee has raised in good faith a problem or complaint under this procedure or because the employee has taken his or her problem or complaint to a higher level of supervision or to management.



YELLOWSTONE
LANDSCAPE

APPENDIX



TERMS AND CONDITIONS

Entire Agreement: This Landscape Management Agreement ("Agreement") contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape's (hereinafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality and Working Conditions: The amounts in the "Compensation Schedule" include labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. In the event additional fences, pools or other structures are installed on Client's Property during the Initial Term or any subsequent term of this Agreement, pricing will be adjusted to reflect those additional structures in accordance with the rates used for the Compensation Schedule. Pricing for flowers and mulch will be reviewed on an annual basis. Notwithstanding the foregoing or anything to the contrary herein, Yellowstone also reserves the right to charge Client additional charges for additional services provided by Yellowstone to Client, whether requested or incurred by Client, which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Client of any such changes. Client's failure to object to such changes via written notice within 30 days shall be deemed to be Client's affirmative consent to such changes.

All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). To the extent applicable standard landscape maintenance practices conflict with conservation mandates, Yellowstone Landscape will furnish the Services in a manner consistent with such conservation mandates and/or state or local regulations. Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including, but not limited to, plans, specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services. In no event shall Yellowstone guarantee or provide Warranty for any work or services provided by a third party.

Access: Access during normal business hours and other reasonable periods of time, including, but not limited to, when necessary for after-hours emergencies, shall be furnished to areas necessary to complete work or related functions as outlined in this Agreement in a safe and efficient manner. Client will notify Yellowstone Landscape in writing of any limitation on access to the Property as soon as possible, and in any event at least 48 hours prior to any scheduled delivery of services, goods, or materials. If access is not available, Client will be notified via email and a visit charge may be assessed.

Utilities: All utilities shall be provided by the owner of the Property or Client.

Bio-Hazards: Yellowstone Landscape shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards at the Property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids and will not be handled by Yellowstone Landscape employees or contractors at any time. Yellowstone Landscape shall only be obligated to report/communicate any observations of potential bio-hazards to Client for the appropriate removal by others, unless otherwise arranged.

Change in Ownership: Client shall provide written notice to Yellowstone Landscape of any proposed change in the ownership or management of the Property at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Property shall not relieve Client of its obligations hereunder, including, but not limited to, the payment of any amounts due, or to become due, hereunder.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

TERMS AND CONDITIONS

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" within this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to the address indicated on the invoice. In addition, if the Services include pricing for work including, but not limited to, mulch, pine straw, chemicals, flowers, irrigation or any other type of seasonal or periodic work ("Periodic Work"), and this Agreement is terminated early for any reason, whether during the Initial Term or any subsequent term after such work has been performed, Client shall owe Yellowstone for the full contract value of such Periodic Work, notwithstanding any agreement to spread such payment over a longer period.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Dispute Resolution and Choice of Law: The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, Florida for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, Florida. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, Florida.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance. Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. If requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

TERMS AND CONDITIONS

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for economic, incidental, consequential, special or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation). Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Increased Costs/Additional Services: Yellowstone reserves the right, and Client acknowledges that it should expect Yellowstone to increase or add charges payable by Client hereunder during the Initial Term or any Renewal Term: (i) for any changes or modifications to, or differences between, the actual Services provided by Yellowstone to Client and those specified on the Compensation Schedule; (ii) for any increase in fuel cost, raw material cost, fertilizer or chemical cost, regulatory cost recovery charge, environmental charge, and/or any other charges included or referenced in the Compensation Schedule (which charges are calculated and/or determined on an enterprise-wide basis, including Yellowstone and all affiliates); and (iii) to cover increased costs due to: uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or their enforcement, interpretation or application thereof), including their imposition of or increase in taxes, fees or surcharges, pandemics or other widespread illness, or acts of God such as floods, fires, hurricanes and natural disasters. Increases to charges specified in this section may be applied singularly or cumulatively and may include an amount for Yellowstone's operating or profit margin. Client acknowledges and agrees that any increased charges under this section are not represented to be solely an offset or pass through of Yellowstone's costs.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

Prevailing Provisions: In the event of any inconsistency between any terms set out herein and any exhibit, annex, schedule, proposal, or other document attached hereto, the Terms and Conditions of this Agreement shall prevail.

Vehicle Recording Devices: Client acknowledges and agrees that Yellowstone's vehicles may contain recording devices, and both video and audio recordings may be made during the provision of services hereunder.



CERTIFICATE OF LIABILITY INSURANCE

4/1/2026

DATE (MM/DD/YYYY)

6/12/2025

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).

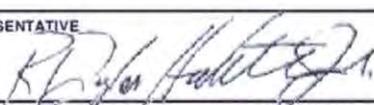
PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURED 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Safety National Casualty Corporation	NAIC # 15105
	INSURER B : ACE Property and Casualty Insurance Company	20699
	INSURER C : _____	
	INSURER D : _____	
	INSURER E : _____	

COVERAGES **CERTIFICATE NUMBER:** 18058206 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide & Herbicide <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	N	N	GL6676218	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CA6676217 XEL4069294 - \$1M x \$1M	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	XEUG72569647 004	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 25,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDS4066360	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER 18058206 Proof of Coverage	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Request for Taxpayer
 Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
 requester. Do not
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

1 Name of entity/individual. An entry is required. If for a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Yellowstone Landscape - Southeast, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor C corporation S corporation Partnership Trust/estate
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
 Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
 Other (see instructions)

4 Exemptions (codes apply only to certain ar2Bes, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
 (Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.
PO Box 849

6 City, state, and ZIP code
Bunnell, FL 32110

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

OR

Employer identification number

2	0	-	2	9	9	3	5	0	3
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Debbie Cook* Date *01/01/26*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

INTERNATIONAL SOCIETY OF ARBORICULTURE
BOARD CERTIFIED MASTER ARBORIST™

Phil Buck

Having successfully completed the requirements set by the
International Society of Arboriculture, the above named
is hereby recognized as an ISA Board Certified Master Arborist®



Kevin Marriage
Kevin Marriage
Director of Credentialing
International Society of Arboriculture

Caitlyn Poshan
Caitlyn Poshan
Executive Director
International Society of Arboriculture

50-10880
Certification Number

5 Jun 2012
Certified Since

30 Jun 2021
Expiration Date

LICENSES AND CERTIFICATIONS

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

Date	File No.	Expires
December 11, 2024	LF360203	December 11, 2028

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **December 11, 2028**

JOHN KLEVANSKY
15517 CABIZ LANE
NAPLES, FL 34110



WILTON SIMPSON, COMMISSIONER

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

JOHN KLEVANSKY
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF360203

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING December 11, 2028



WILTON SIMPSON
COMMISSIONER

Signature

Wilton Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 3
TALLAHASSEE, FLORIDA 32399-1650

LICENSES AND CERTIFICATIONS

Horticulture Services



State of Florida
Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF360356

JOHN KLEVANOSKY

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.



WILTON SIMPSON
Commissioner of Agriculture

*In Testimony Whereof, Witness this
signature at Tallahassee, Florida on December 17, 2024*

Gold Ent
Chief, Bureau of Licensing and Enforcement

DACS form 1780, Feb. 99



YELLOWSTONE
LANDSCAPE

Excellence

IN COMMERCIAL LANDSCAPING

**THANK
YOU**

Prepared By:

Thomas Huke

Yellowstone Landscape

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
TERN BAY
COMMUNITY DEVELOPMENT DISTRICT

Esplande St

February 2026

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**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS**

TERN BAY COMMUNITY DEVELOPMENT DISTRICT

Charlotte County, Florida

Notice is hereby given that the Tern Bay 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 on February 4, 2026 at 1:00 P.M. ("**Project Manual Issuance Date**") and may be obtained by sending an email to Richard Freeman, Asset Manager, Rfreeman@cgsolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.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 eight hard copies of their written proposal AND a PDF file on a flash-drive no later than February 20, 2026 at 1 p.m. (EST) at the offices of Calvin, Giordano & Associates, Brooks Executive Suites, 9900 Coconut Rd, Suite 346, Bonita Springs 34125 Attention: James P. Ward, District Manager. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in the amount of five thousand dollars (\$5,000.00) with its proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. 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 (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Project Manual Issuance Date. 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, which is available from the District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Phone 954-658-4900, E-Mail: JimWard@JPWardAssociates.com or from the Asset Manager, Richard Freeman, C/O Calvin, Giordano & Associates, Phone (954) 644-9630, E-Mail: RFreeman@cgsolutions.com.

TERN BAY COMMUNITY DEVELOPMENT DISTRICT – RFP LANDSCAPING

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 Richard Freeman at RFreeman@cgsolutions.com, and Greg Urbancic at gurbancic@cyklawfirm.com with a further copy to: James P. Ward at JimWard@JPWardAssociates.com.

Tern Bay Community Development District
James P. Ward, District Manager

TERN BAY COMMUNITY DEVELOPMENT DISTRICT

**Landscape & Irrigation Maintenance Services
Charlotte County, Florida**

Instructions to Proposers

1. DUE DATE. Eight hard copies of interested party's ("**Proposer**") written proposal ("**Proposals**") AND a PDF file on a flash-drive must be received no later than February 20, 2026, at 1 p.m. at the offices Calvin, Giordano & Associates, Brooks Executive Suites, 9900 Coconut Rd, Suite 346, Bonita Springs 34125 Attention: James P. Ward, District Manager. 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
February 4, 2026	RFP Notice is issued.
February 4, 2026	RFP package available for distribution.
February 10, 2026 at 10:30 am	On Site Meeting at main entrance with CDD staff
Upon notice to the Asset Manager	Site inspections available at any time.
February 16, 2026 at 4 p.m.	Deadline for questions.
February 20, 2026 at 1 p.m.	Proposals submittal deadline.

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 five-thousand dollars (\$5,000.00) with its Proposal ("**Proposal Guarantee**"). The Proposal Guarantee shall be held until the time of award of contract - but not to exceed 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, paved paths, ground surface, 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. 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 on February 4, 2026 at 9:00 A.M. ("**Project Manual Issuance Date**") by sending an email to Richard Freeman, Asset Manager, RFreeman@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.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 Richard Freeman, Asset Manager, RFreeman@cgasolutions.com, and Greg Urbancic at gurbancic@cyklawfirm.com, with a further copy to James P. Ward at JimWard@JPWardAssociates.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 February 20, 2026, and at 4 pm. 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 eight (8) hard copies AND a PDF file on a flash-drive, 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 (Tern Bay 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, re-advertise, 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 of the 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 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 District 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 or as authorized pursuant to this RFP.

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 the Project Manual Issuance Date, 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 a notice of such a decision. Such protests must be filed at: District

Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Attention: Jim Ward and at the office of the District Attorney, c/o Coleman, Yovanovich, & Koester, Northern Trust Building, 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103, Attention Mr. Greg Urbancic. 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 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 Five Thousand Dollars (\$5,000.00). 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.

**TERN BAY
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment _____ (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. Experience _____ (20 Points Possible) (____ Points Awarded)

This category addresses 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. Understanding Scope of RFP _____ (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 the response to the RFP accurately reflect all information as requested by the District, including but not limited to 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. Financial Capacity _____ (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. Price _____ (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) 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 Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 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 (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 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 (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor "C" will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (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, 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
COUNTY OF Lee
Wild Blue HOA 2

Before me, the undersigned authority, appeared the affiant, Jason Stafford, 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 General Manager for Sunnygrove Landscape and Irrigation Maintenance, LLC ("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 Tern Bay 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: Addendum 1.

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 February 20, 2026**), 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

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 February day of 19, 2026.

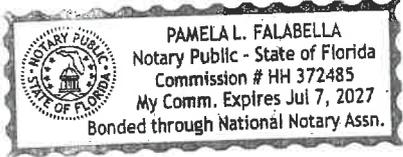
Proposer: Sunnygrove Landscape and Irrigation Maintenance, LLC
By: Jason Stafford
Title: Maintenance General Manager

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of Feb, 2026 by Jason Stafford, as G/M of Sunnygrove Maintenance, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

Pamela Falabella
NOTARY PUBLIC, STATE OF FL

(NOTARY SEAL)



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

PROPOSAL FORM
PART I - GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Sunnygrove Landscape and Irrigation Maintenance, LLC

Street Address 15111 South Mallard LN Ft. Myers, FL 33913

P. O. Box (if any) P.O. Box 347

City Estero State Florida Zip Code 33928

Telephone 239-992-1818 Fax no. _____

1st Contact Name Jason Stafford Title Maintenance General Manager

2nd Contact Name John Becht Title Operations Manager

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

• *Company Standing:*

Proposer's Corporate Form: LLC
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date 4-1-2010

Is the Proposer in good standing with that State? Yes 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 No

If no, please explain _____

• *What are the Proposer's current insurance limits?*

General Liability \$ 2,000,000
Automobile Liability \$ 1,000,000
Workers Compensation \$ 1,000,000
Expiration Date 5/26/2026

• *Licensure* - Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

**PROPOSAL FORM
PART II - PERSONNEL AND EQUIPMENT**

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

Street Address 15111 south mallard lane

P. O. Box (if any) _____

City Ft Myers State Florida Zip Code 33913

Telephone 239-992-1818 Fax no. _____

1st Contact Name Jason Stafford Title Maintenance General Manager

2nd Contact Name John Becht Title Operations Manager

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

2 Supervisors, who will be onsite 5 days per week;
2 Technical personnel, who will be onsite 5 days per 1 week; and
15 Laborers, who will be onsite 16 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: Eleazar Bustamante

Position / Certifications: Account Manager/Certified Pest Control Operator

Duties / Responsibilities: Manage Heritage landing operations and pest control and fertilization

% of Time to Be Dedicated to This Project: 25 %

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

Project Name/Location: Esplanade Lake Club

Contact: Richard Freeman Contact Phone: 1-954-644-9630

Project Type/Description: HOA Gated Community

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

Duties / Responsibilities: Maintain Landscape for the CDD

Dollar Amount of Contract: \$80,520

Proposer's Scope of Services for Project: Sunnygrove Landscape and Irrigation Maintenance

Dates Serviced: 9-1-2023-Present

- *Subcontractors - Does the Proposer intend to use any subcontractors in connection with the work? Yes No For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Gardenmasters of SWFL

Street Address 341 Seaboard Ave

P. O. Box (if any) _____

City Venice State Florida Zip Code 34285

Telephone 1-941-488-4444 Fax no. _____

1st Contact Name Michael Juchnowicz Title Owner

2nd Contact Name Joe Bealeu Title General Manager

Proposed Duties / Responsibilities: Fertilizer and Pest Control

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Skye Ranch CDD

Contact: Richard Freeman Contact Phone: 1-954-644-9630

Project Type/Description: Common area Landscape Maint and Ball Fields

Dollar Amount of Contract: \$760,211

Proposer's Scope of Services for Project: Sunnygrove Landscape and Irrigation Maintenance

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

Dates Serviced: 2023-present

- *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:*

Back ground check, I9, E-Verified, Drug Test

- *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.*

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

OFFICERS

PROPOSER: Sunnygrove Landscape and Irrigation Maintenance, LLC

DATE: 2-19-2026

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
Mark Williamson	President	Owner	Ft Myers, Florida
Jason Stafford	General Manager	Operate the buisness	Ft Myers, Florida
FOR PARENT COMPANY (if applicable)			

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

SUPERVISORY

PERSONNEL

WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Sunnygrove Landscape and Irrigation Maintenance, LLC

DATE: 2-19-2026

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
Eleazar Bustamante	Account Manager	manage the account and CPCO	Ft Myers	30%	5	10
Fedrico Ventura	Production Manager	Manage operations and work orders	Ft Myers	50%	3	7
Andy Gonzalez	Irrigation Manager	Irrigation Management	Ft Myers	10%	4	10
Julio	Lead Wet Checker	Team lead for wet checks	Ft Myers	100%	6	10
Brad Davis	Water Manger	Manage Programming/pumps and permits	Ft Myers	5%	2	20
Jason Stafford	General Manager	Oversees all managers and CPCO	Ft Myers	5%	10	18
John Becht	Operatations Manager	Fleet and Schedules and CPCO	Ft Myers	1%	6	22
Norma Aguliar	Billing manager	All billing for this job	ft myers	1 %	2	16
Raul Ramosdeamas	Irrigation Service Tech	All irrigation technical troubleshooting	Ft Myers	25%	4	5
Michael Juchnowicz	Gardenmasters Owner	Agronomics manager and CPCO	Venice	5%	40	40

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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

PROPOSER: Sunnygrove Landscape and Irrigation Maintenance, LLC

DATE: 2-19-2026

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
3	Lawn Mower	1- Heritage Landing	Ft myers- Heritage Landing
2	edgers	1- Heritage Landing	Ft myers- Heritage Landing
2	weed eaters	1- Heritage Landing	Ft myers- Heritage Landing
3	blowers	1- Heritage Landing	Ft myers- Heritage Landing
3	hedge trimmers	1- Heritage Landing	Ft myers- Heritage Landing
1	isuzu lawn truck and trailer	1- Heritage Landing	Ft myers- Heritage Landing
1	Irrigation Van	1- Heritage Landing	Ft myers- Heritage Landing

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- 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: Star Farms HOA

Contact: Christian Cotter Contact Phone: 404-583-8987

Project Type/Description: Sunnygrove Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$2,340,000

How was the project similar to this project? Expansive common areas and gated community HOA work

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

Full scope landscape maintenance package

List of equipment used on site:

Mowers, blowers, edgers, weed eaters, back pack sprayers, fertilizer equipment, irrigation service vehicles

List of subcontractors used: Gardenmasters of SWFL

Is this a current contract? Yes No

Duration of contract: 2022-Present

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

- (Information regarding similar projects - continued)

Project Name/Location:

Wild Blue HOA

Contact: Karen Murphy Contact

Phone: 1-570-815-0344

Project

Type/Description: Expansive common areas and gated community HOA work

Dollar Amount of

Contract: \$1,944,000

How was the project similar to this project? Gated HOA Community with expansive common areas

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

Full scope landscape maintenance package

List of equipment used on site:

Mowers, blowers, edgers, weed eaters, back pack sprayers fertilizer and irrigation equipment

List of subcontractors used: Terra Garden Solution- Fertilization and Pest Control

Is this a current contract? Yes No

Duration of contract: 2019-Present

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

- (Information regarding similar projects - continued)

Project Name/Location:

Talon Preserve @ Palmer Ranch HOA

Contact: Alex Burseth Contact

Phone: 1-732-829-0037

Project

Type/Description: Expansive common areas and gated community HOA work

Dollar Amount of

Contract: \$1,656,000

How was the project similar to this project? Gated HOA Community with expansive common areas

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

Full scope landscape maintenance package

List of equipment used on site:

Lawn Maint, edging, blowing, trimming of shrubs. Irrigation wet checks and fertilization

List of subcontractors used: Gardenmasters of SWFL

Is this a current contract? Yes X No

Duration of contract: 2020-Present

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

- (Information regarding similar projects - continued)

Project Name/Location:

Baechwalk HOA

Contact: Alex Burseth Contact

Phone: 1-732-829-0037

Project

Type/Description: Gated HOA Community with expansive common areas

Dollar Amount of

Contract: \$2,295,756

How was the project similar to this project? Expansive common areas and gated community HOA work

Three horizontal lines for additional text.

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

List of equipment used on site:

Mowers, blowers, edgers, weed eaters, back pack sprayers fertilizer and irrigation equipment

Two horizontal lines for additional text.

List of subcontractors used: Gardenmasters of SWFL

Two horizontal lines for additional text.

Is this a current contract? Yes X No

Duration of contract: 2021-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 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: _____

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

- 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? 1.2

- 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 ___ No

If yes, please describe each incident _____

- 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 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

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

- *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 (Mowing)	\$ 183,027.60	Yr (total)
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Mowing - All grass areas will be mowed on the following schedule:

MARCH 15 - NOVEMBER 1 - Once a week	\$ 4,357.80	Ev Wk
NOVEMBER 1 - MARCH 14 - Once every two weeks	\$ 4,357.80	Ev 2 Wks

This schedule estimates that there will be between 40 - 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 four (4) inches. Each mowing should leave the St. Augustine grass to be maintained at a height of three and one half (3 1/2) to four (4) 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 anyone mowing. All blades shall be always kept sharp to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn if 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. And 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 clock 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 mowing event. Contractor is to include in his proposal, 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.

PART 2

General Landscape Maintenance - Edging and Trimming

MARCH 15 - NOVEMBER 1 - Once a week	\$	Included with mowing	Ev Wk
NOVEMBER 1 - MARCH 14 - Once every two weeks	\$	Included with mowing	Ev 2 Wks

All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at 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. 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.

PART 3

TREE AND SHRUB CARE -

Tree Trimming		\$ not included	Once/Year
Shrub Trimming (Total Cost)		\$ \$63,307.60	8 Times/Year
Shrub Trimming (Provide Cost Per Trim)		\$ \$7,913.45	Cost/Trim

All deciduous trees less than 15' in height 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 always appear neat. 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 streetlights 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

always maintaining 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 Heritage Landing. 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 always pulled away from the base of ALL landscape lights, 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.

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

PART 4

WEEDS AND GRASSES

Yearly Each	\$ 12,000	Total
	\$ 500.00	24X per year

All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be always cultivated and maintained in an orderly fashion. 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. HAND PULLING MUST BE PERFORMED.

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.

PART 5

Fertilization (All labor and materials)	\$ 47,953.96	Yr
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(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

Any fertilizer ordinance in place for Charlotte 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 CHARLOTTE COUNTY, ISSUED BY THE

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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.

del

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off all hard surfaces onto lawns or beds in order to avoid staining. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY 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.

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 all rights to payment for the applications made without notification.

ST. AUGUSTINE (per specifications in Part 5)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL TONS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	16-0-8	1 lbs. N/1000 SF	8.5	7,204.52
March	16-0-8	1 lbs. N/1000 SF	8.5	7,204.52
May	16-0-8	1lbs. N/1000 SF	8.5	7,204.52
October	16-0-8	1lbs. N/1000 SF	8.5	7,204.52

NOTE: A complete fertilizer will vary according to soil test results, subject to a rate of 4-6 obs. N/1000 sq. ft/ year. A minimum 50% Nitrogen shall be in slow release form.

PALMS (per specifications in Part 5)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	8N-2P205-12K20+4MG	1.5lgs/100sf	5.6 tons	4,746.50
April	8N-2P205-12K20+4MG	1.5lgs/100sf	5.6 Tons	4,746.50
October	8N-2P205-12K20+4MG	1.5lgs/100sf	5.6 Tons	4,746.50

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

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy three times per year (February, May, October). 100% of the N, K & Mg MUST 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.

Sable Palms are not to be fertilized in this RFP.

PART 6

Pest Control (All labor and materials) \$ 20,839.14 **12 times/Yr**

The CDD reserve the right to subcontract out any and all of these events.

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 control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for the 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 not 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 themselves 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 pests 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.

* 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 the month after 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.

The CDD 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.
\$ 9,375.00 (1) ~~X~~ times / 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 7

Irrigation (All labor and materials) **\$ 21,105.00 /Yr**

Contractor shall inspect the irrigation system 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 proposal. This information shall be provided on a separate spreadsheet.

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. Test automatic protection devices

Water Management \$7,080.00 Irrigation + water management \$28,185

GRAND TOTAL (PARTS 1 - 8- This is what contract will be written for)

	\$ 355,313.30	/Yr
FIRST ANNUAL RENEWAL	\$ 355,313.30	/Yr*
SECOND ANNUAL RENEWAL	\$ 373,078.97	/Yr*
THIRD ANNUAL RENEWAL	\$ 373,078.97	/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	\$ 75.00	Hour
B.	Bush-Hog w/operator	\$ 95.00	Hour
C.	Tractorw/operator	\$ 125.00	Hour
D.	Supervisor with Transportation	\$ 95.00	Hour
E.	Laborer with hand equipment	\$ 55.00	Hour
F.	Truck w/driver	\$ 75.00	Hour
G.	Irrigation Tech	\$ 75.00	Hour
H.	Granular Pesticide Applicator Person with Drop Spreader	\$ 75.00	Hour
I.	Liquid Pesticide Applicator Person with Spray Truck	\$ 75.00	Hour
J.	Granular Fertilizer Applicator Person with Drop Applicator	\$ 75.00	Hour
K.	Liquid Fertilizer Applicator Person with Spray Truck	\$ 75.00	Hour
L.	Granular Weed Control Applicator Person with Drop Applicator	\$ 75.00	Hour
M.	Liquid Weed Control Applicator Person with Spray Truck	\$ 75.00	Hour
N.	Laborer for Additional Trash Pick-Up	\$ 55.00	Hour
O.	Lump Sum Mowing ⁽¹⁾ ,	\$ 4,357.80	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:		
	Hour	\$ 95.00	per
	Hour	\$	per
	Hour Day Rate 4 person crew 8 hours	\$ 3,040.00	per
B.	Debris removal equipment unit costs:		
	Hour	\$ 290.00	per
	Hour	\$	per
	Hour	\$	per
C.	Other emergency/disaster related unit costs:		
	Hour Large Cat Loader	\$ 525.00	per
	Hour per large tree restaking	\$ 185/per tree	per
	Hour Vapor Guard Frost Spray	\$ 4,125.00	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.

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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 Jason Stafford ("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.

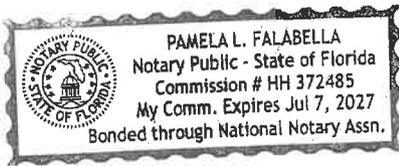
Dated this 19 day of February, 2026.

Proposer: Sunnygrove Landscape and Irrigation Maintenance, LLC
By: Jason Stafford
Title: Maintenance General Manager

STATE OF Florida
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of Feb, 2026 by Jason Stafford as G/M of Sunnygrove Maintenance who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



Pamela Falabella
NOTARY PUBLIC, STATE OF FL
Name: PAMELA FALABELLA
(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 Tern Bay 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 General Manager for Sunnygrove Landscape and Irrigation Maintenance, LLC ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is 15111 South Mallard LN Fl. Myers, FL 33913

- 4. Proposer's Federal Employer Identification Number (FEIN) is 27-2074096

(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.)

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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.

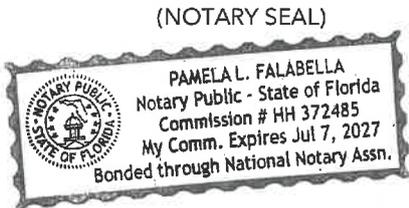
Dated this 19th day of February, 2026.

Proposer: Sunnygrove Landscape and Irrigation Maintenance, LLC
By: Jason Stafford
Title: General Manager

STATE OF Florida
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of Feb. 2026 by Jason Stafford as G/M of Sunnygrove Maintenance, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

Pamela Falabella
NOTARY PUBLIC, STATE OF FL
Name: Pamela Falabella
(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 Tern Bay 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 General Manager for Sunnygrove Landscape and Irrigation Maintenance, LLC ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 15111 South Mallard LN Ft. Myers, FL 33913

4. Proposer's Federal Employer Identification Number (FEIN) is 27-2074096

(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.

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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.

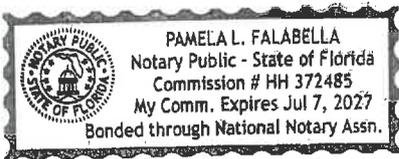
Dated this 19 day of February, 2026.

Proposer: Sunnygrove Landscape and Irrigation Maintenance, LLC
By: Jason Stafford
Title: General Manager

STATE OF Florida
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of [x] physical presence or [] online notarization, this 19 day of Feb, 2026 by Jason Stafford as G/M of Sunny Grove Maintenance, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

(NOTARY SEAL)



Pamela Falabella
NOTARY PUBLIC, STATE OF FL
Name: PAMELA FALABELLA
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 19 day of February, 2026, by and between:

Tern Bay Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Charlotte County, Florida, and having offices at c/o District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308 ("District"); and

_____, a _____, whose address is _____ (the "Contractor," and collectively with the District, the "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 _____ to act as the District Representatives. The Contractor shall not take direction

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

from anyone other than the District Representatives (e.g., the Contractor shall not 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 prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 18 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work 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 _____, 2026 and end _____, 2027 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement.

b. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District's sole discretion.

c. As compensation for the Work, the District agrees to pay Contractor _____ (\$_____) per year, in monthly amounts of _____ (\$_____). 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.

d. *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.

e. *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.

f. *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 sub-contractors.
- h. All policies required by this Agreement, with the exception 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:

If to the District:

A.

Tern Bay Community Development District
2301 Northeast 37th Street
Ft. Lauderdale, Florida 33308
Attn: District Manager, Mr. James P. Ward

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

With a copy to: Coleman Yovanovich & Koester
Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Attn: District Counsel, Mr. Greg Urbancic

B. 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 Charlotte 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 JPWard and Associates ("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 (954-658-4900, OR BY EMAIL AT JIMWARD@JPWARDASSOCIATES.COM, OR BY REGULAR MAIL AT 2301 NE 37TH STREET, FORT LAUDERDALE, FLORIDA 33308.

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. **E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2026, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith

belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

36. **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]

TERN BAY COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

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

ATTEST:

**TERN BAY
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

Date: _____

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

- 1) MOWING - All grass areas will be mowed on the following schedule:
- 2) **Sod Square Footage** - 1,760,000/ **Plant Bed Square Footage** - 1,540,000

March 15 - NOVEMBER 1 - Once a week
NOVEMBER 1 - March 14 - Once every two weeks

This schedule estimates that there will be between 40 - 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 quarter (3/4) to one and one quarter (1 1/4) inches & Zoysia at a height of one (1) to one and one half (1 1/2) 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. And 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 clock 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.

3) **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. 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.

1) 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 Skye Ranch. 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. HAND PULLING MUST BE PERFORMED.

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) 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.

6) 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 St. Johns 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 CHARLOTTE 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:

January	A complete fertilizer based on soil tests + PreM
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	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

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. 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 RESPONSIBILITY 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 **MUST** 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, chinch bugs, grubs, nematodes, fire ants, 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.

These inspections shall include:

B. 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.

C. Water Sources

1. Visual inspection of water source
2. 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

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 Charlotte County or any other governmental agencies. It is the responsibility of the Contractor to insure 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.

EXHIBIT "B"

Proposal Pricing (Part IV of Proposal Form)

EXHIBIT "C"

OTHER FORMS (NONE REQUIRED)

TERN BAY CDD
IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE:

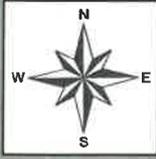
ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S

NAME: _____

REPRESENTATIVE NAME: _____

(EXHIBIT "D")
MAINTENANCE MAP



Tern Bay CDD

Legend

-  CDD Landscape Maintenance Responsibilities
-  Parcel Outlines
-  Heritage Landing Boundary

Date: 11/6/2025



From: [James Ward](#)
To: [Cori Dissinger](#)
Subject: FW: Golf Cart Community info
Date: Wednesday, March 4, 2026 10:30:48 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image013.png](#)

To next agenda for TB – also put the one Vickey back in with this info.

J



James P. Ward
Chief Operating Officer
Email: JimWard@JPWardAssociates.com
| Mobile: 954-658-4900
JPWard & Associates, LLC
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308

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Board Members: Do not use the "reply all" feature to e-mails where other Board Members that serve are in the e-mail transmission.

From: Brady, Tara <Tara.Brady@Charlottecountyfl.gov>
Sent: Monday, February 16, 2026 12:26 PM
To: James Ward <jimward@jpwardassociates.com>
Subject: Fw: Golf Cart Community info

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From: Richardson, James <James.Richardson@charlottecountyfl.gov>
Sent: Tuesday, February 3, 2026 10:41 AM
To: Brady, Tara <Tara.Brady@Charlottecountyfl.gov>
Subject: Re: Golf Cart Community info

Sure thing.

When approved, the carts would be treated as LSV's and the following requirements would apply:

Speed & Operation

Speed: Must have a top speed between 20 and 25 mph.
License: Driver must have a valid driver's license.

Equipment Requirements (Must Have)

Headlamps
Stop lamps & Tail lamps
Turn signal lamps
Reflex reflectors (red)
Parking brake
Rearview mirrors (driver's side & rearview/passenger side)
Windshield (DOT-approved)
Seat belts (for each seat)
Vehicle Identification Number (VIN)

Registration & Insurance

Title & Registration: Must be titled, registered, and have a valid license plate.
Insurance: Must carry Florida-required PIP (Personal Injury Protection) and PDL (Property Damage Liability) insurance.

How much of that is enforced would depend upon patrol availability and area coverage,...but those are the base requirements.

From: Brady, Tara <Tara.Brady@Charlottecountyfl.gov>
Sent: Tuesday, February 3, 2026 10:33:28 AM
To: Richardson, James <James.Richardson@charlottecountyfl.gov>
Subject: Re: Golf Cart Community info

Thank you. Can you give me the current rules for golf cart communities. Do the carts need to be registered and have a license plate?

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From: Richardson, James <James.Richardson@charlottecountyfl.gov>
Sent: Thursday, January 29, 2026 2:30:22 PM
To: Brady, Tara <Tara.Brady@Charlottecountyfl.gov>
Subject: RE: Golf Cart Community info

Hey Tara!

Just as an update, this is what Com. Development is pushing to the board regarding the Gold Cart designations. One of the end goals of those changes is to just designate that approval authority to Joanne, rather than seek board approval each time.



James Richardson
Projects Manager
Charlotte County Public Works
941-575-3612
James.Richardson@CharlotteCountyFL.gov
Delivering Exceptional Service

From: Brady, Tara <Tara.Brady@Charlottecountyfl.gov>
Sent: Tuesday, January 27, 2026 11:46 AM
To: Richardson, James <James.Richardson@charlottecountyfl.gov>; Fakhri, Robert <Robert.Fakhri@CharlotteCountyFL.Gov>
Cc: Vernon, Joanne <Joanne.Vernon@charlottecountyfl.gov>
Subject: RE: Golf Cart Community info

Good morning. Just checking in.



Tara Brady
Strategic County Assets Manager
Charlotte County Board of County Commissioners
941.743.1287
CharlotteCountyFL.gov
Delivering Exceptional Service



From: Richardson, James <James.Richardson@charlottecountyfl.gov>
Sent: Monday, November 24, 2025 3:10 PM
To: Brady, Tara <Tara.Brady@Charlottecountyfl.gov>; Fakhri, Robert <Robert.Fakhri@CharlotteCountyFL.Gov>
Cc: Vernon, Joanne <Joanne.Vernon@charlottecountyfl.gov>
Subject: RE: Golf Cart Community info

Hi Tara,

We met this morning and finalized our side. We are moving forward with the LSR regarding this resolution now. I'll share once I have an update on when this goes to the BCC for approval.



James Richardson
Projects Manager
Charlotte County Public Works
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James.Richardson@CharlotteCountyFL.gov
Delivering Exceptional Service

From: Brady, Tara <Tara.Brady@Charlottecountyfl.gov>
Sent: Monday, November 24, 2025 11:39 AM
To: Richardson, James <James.Richardson@charlottecountyfl.gov>; Fakhri, Robert <Robert.Fakhri@CharlotteCountyFL.Gov>; Vernon, Joanne

<Joanne.Vernon@charlottecountyfl.gov>

Subject: RE: Golf Cart Community info

Importance: High

Robert - Can I please have an update.

Thanks.



Tara Brady
Strategic County Assets Manager
Charlotte County Board of County Commissioners
941.743.1287
CharlotteCountyFL.gov
Delivering Exceptional Service



From: Brady, Tara <Tara.Brady@Charlottecountyfl.gov>

Sent: Saturday, November 15, 2025 11:12 AM

To: Richardson, James <James.Richardson@charlottecountyfl.gov>; Fakhri, Robert <Robert.Fakhri@CharlotteCountyFL.Gov>; Vernon, Joanne <Joanne.Vernon@charlottecountyfl.gov>

Subject: Re: Golf Cart Community info

Good morning. I am inquiring again on the status of Heritage Landing and the "Golf Course Community" designation. I am needing to add some 25mph speed limit signs and was trying to wait so I could get the Golf Course Community ones at same time. We are having an issue with people speeding.

James - also can you send me the map with the suggested areas for the signs both speed limit and GCC designation with the correct wording.

If there is anything I can do to assist with getting this on the BCC agenda please let me know

Thanks again I really appreciate your help!!!

Tara

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From: Richardson, James <James.Richardson@charlottecountyfl.gov>

Sent: Monday, August 11, 2025 3:06 PM

To: Brady, Tara <Tara.Brady@Charlottecountyfl.gov>

Subject: RE: Golf Cart Community info

Where were the signs? I don't know how I missed them. I'll keep that note on the requested speed and make sure I point it out to Robert when we get everything gathered. I don't see an issue since it is behind the "gate," but it is his call in the end.



James Richardson
Projects Manager
Charlotte County Public Works
941-575-3612
James.Richardson@CharlotteCountyFL.gov
Delivering Exceptional Service

From: Brady, Tara <Tara.Brady@Charlottecountyfl.gov>

Sent: Monday, August 11, 2025 3:04 PM

To: Richardson, James <James.Richardson@charlottecountyfl.gov>

Subject: RE: Golf Cart Community info

Thanks James. Currently the speed signs are 25, but as I stated to JV in the email we would like them lowered to 20.

There shouldn't really be that much of the construction trucks as there are only about 10 homes left under construction and they are all on one street right next to each other.

Appreciate your help and guidance.

Have a great day!



Tara Brady
 Strategic County Assets Manager
 Charlotte County Board of County Commissioners
 941.743.1287
CharlotteCountyFL.gov
Delivering Exceptional Service



From: Richardson, James <James.Richardson@charlottecountyfl.gov>
Sent: Monday, August 11, 2025 2:58 PM
To: Brady, Tara <Tara.Brady@Charlottecountyfl.gov>
Subject: Golf Cart Community info

Tara,

There are a few things code requires for a "golf cart" community, and what AASHTO/FDOT recommendations are when considering authorizing their usage:

Sec. 2-4-10. - Operation of golf carts on public roads.

(b) A golf cart may be operated only upon those public roads or streets in unincorporated Charlotte County designated for golf cart use by resolution adopted by the board of county commissioners (hereinafter referred to as "designated public roads or streets"). Prior to making such a designation, the board of county commissioners must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. (see below for what we look for data-wise)

(g) County-maintained roads designated for golf cart use have the following speed limits:

- (1) Paved roads with a width of fifteen (15) feet or more: Twenty-five (25) miles per hour. **(This would be HL, if it were county-maintained and likely our recommendation)**
- (2) Paved roads with a width less than fifteen (15) feet: Twenty (20) miles per hour.
- (3) Unpaved roads, regardless of width: Twenty (20) miles per hour.

For data, we are looking for a few things. We will look at the AADT, AM/PM peak hour approach volumes, traffic classifications, posted speeds, lane counts, median width, sight distances, curvature, driveway spacing, and 5-year crash history (not applicable here). All the factors together create warrant conditions. For example, lane width can be a go/no-go warrant (are they 10 ft or 12 ft lanes, is there a median, multiple lanes, etc.). Vehicle types active, such as truck or heavy equipment usage, can be a go/no-go warrant because it could represent heightened danger conditions if golf carts are on the roadway. The roadway width and 85th percentile speed will justify the speed posting classification and go/no-go warrants. Road geometry/curves/LOS issues can create conditions for go/no-go warrants. Sidewalk width (8ft for multiuse path, if the sidewalk is 5 ft off the roadway) will dictate sidewalk/path usage warrants. For the volume warrants, there are a few factors to consider based including whether there are signals, stop-controlled intersections, and the types of crossings present. To keep it as simple as possible on that front, we'll want to see 2,000 vehicle trips or fewer per day. Each location is unique, so it is more a matter of what conditions exist against what warrants are met/not met. Here is what we have out there for now:

Speed limits: Didn't see any when I visited, but I may have missed them. This should be 30 right now, but this will reduce to 25 mph with designation.
 Lane width – good – 11/12 ft width (depending on travel direction), 5ft bicycle/shoulder
 Sidewalks present – 5' width
 Traffic Volume: TBD
 Traffic Speed: TBD
 Geometry: good
 Driveway spacing - under development, ok thus far
 Crash Data – N/A
 Vehicle Classifications: TBD; Note -current area development does add truck traffic; could be dangerous for golf cart users on active roadway

I hope that helps some, and let me know if you have any other questions here.



James Richardson
 Projects Manager
 Charlotte County Public Works
 941-575-3612
James.Richardson@CharlotteCountyFL.gov
Delivering Exceptional Service

Golf carts in Florida **do not require state registration or a license plate when operated as true golf carts (max speed under 20 mph)** — but they may only be driven on public roads that the local government has formally designated for golf cart use. If the vehicle exceeds 20 mph or is modified to do so, it becomes a Low-Speed Vehicle (LSV) and *must* be registered, titled, and insured.

When a Golf Cart Does Not Need Registration

A vehicle is legally a **golf cart** if it is **not capable of exceeding 20 mph**.

Florida law states:

- A golf cart is defined as a vehicle designed for golf course use and **not capable of exceeding 20 mph**.
- Golf carts **do not require registration, titling, or insurance** when operated as golf carts.
- They may only be driven on **public roads specifically designated** for golf cart use by the county, municipality, or water control district.
- Local government must determine the road is safe for golf cart travel before designating it.

When Registration Is Required (LSV Classification)

If the cart:

- Exceeds **20 mph**, or
- Is modified to exceed **20 mph** (up to 25 mph), it becomes a **Low-Speed Vehicle (LSV)** under Florida Statute 320.01(41).

LSVs **must**:

- Be **registered** and **titled**.
- Carry **PIP and PDL insurance**.
- Be operated only by a **licensed driver**.
- Be equipped with federal safety equipment (VIN, seat belts, lights, mirrors, etc.).
- Operate only on roads **35 mph or less**.

Where LSVs may operate:

- Only on roads **35 mph or lower**
- **Not limited to designated golf-cart roads** — but must follow all motor-vehicle rules

Key Distinction: Golf Cart vs. LSV

Feature	Golf Cart	LSV
Max Speed	≤ 20 mph	>20–25 mph
Registration Required?	No	Yes
Insurance Required?	No	Yes
Driver License Required?	No (age 14+)	Yes
Allowed Roads	Only locally designated roads	Roads ≤ 35 mph

Golf Cart & LSV Rules in Charlotte County (February 25, 2026 Update)

Purpose of the Update

The Board of County Commissioners amended County Code §2-4-10 in 2026 to align fully with Florida Statutes 316.212 and 320.01, clarify the legal distinction between golf carts and low-speed vehicles (LSVs), and create a new pathway for communities to be designated as golf-cart-approved through plat or re-plat. The update eliminates prior inconsistencies and provides a uniform enforcement standard across the County.

Key Legal Definitions

Golf Cart (F.S. 320.01(22))

A vehicle not capable of exceeding 20 mph.

Low-Speed Vehicle (LSV) (F.S. 320.01(41))

A vehicle capable of exceeding 20 mph (up to 25 mph) and meeting federal safety standards.

Charlotte County now enforces these definitions exactly as written in state law.

How this interacts with Florida Statute 320

Florida Statute **§320** governs **vehicle registration**, including **Low-Speed Vehicles (LSVs)**. It does *not* govern golf cart roadway authorization. That authority lives in **§316.212**. Charlotte County's ordinance does **not amend or override §320**. Only the Florida Legislature can change a statute. Instead, the County:

- Ensures its local rules **match the state's definition of a golf cart** (≤20 mph, no registration, no insurance, no license plate).
- Ensures that any vehicle exceeding 20 mph is treated as an **LSV**, which *must* be registered, titled, insured, and meet DOT equipment requirements under §320.
- Clarifies that communities cannot "opt out" of §320 by calling an LSV a golf cart.

Operational Requirements

Golf Carts (≤20 mph)

- No registration
- No insurance
- No license plate
- No seat belts required
- No driver's license required (minimum age 14)
- May operate only on roads designated for golf carts
- Roads must have a posted speed limit of 30 mph or less

LSVs (>20 mph)

- Must be registered, titled, and insured
- Must display a license plate
- Must have seat belts and full DOT-approved safety equipment
- Must be operated by a licensed driver
- May operate only where LSVs are legally permitted under state law

How Roads Become Golf-Cart-Approved

Old Method

Only the County Commission could designate roads for golf cart use.

New Options (2026 Update)

1. County Commission designation, or

2. Plat or re-plat designation, reviewed by planning staff to confirm compliance with state-mandated design standards.

This new pathway allows communities—especially CDDs—to obtain designation through a technical review rather than a political process.

Enforcement Changes

Charlotte County now enforces:

- Speed capability, not appearance, as the legal standard
- Golf carts under F.S. 316.212
- LSVs under F.S. 320
- Clear separation between unregistered golf carts and registered LSVs
- Consistent roadway signage and speed-limit requirements

Deputies now have a uniform, objective rule: If it can exceed 20 mph, it is not a golf cart.

CDD Implications

- The CDD cannot authorize golf carts on public roads unless the County has designated them.
- Residents must understand whether their vehicle is a golf cart or an LSV.
- Communities seeking golf-cart status may now pursue designation through plat or re-plat, subject to planning staff review.
- Enforcement will increase for unregistered LSVs being operated as golf carts.

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ORDINANCE
NUMBER 2026 -

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, AMENDING CHARLOTTE COUNTY CODE CHAPTER 2-4: MOTOR VEHICLES AND TRAFFIC, BY REVISING ARTICLE I: IN GENERAL, SECTION 2-4-10: OPERATION OF GOLF CARTS ON PUBLIC ROADS TO REVISE THE SECTION TITLE TO "OPERATION OF GOLF CARTS ON DESIGNATED ROADWAYS"; TO UPDATE SUBSECTIONS (B) THROUGH (H) TO BE CONSISTENT WITH FLORIDA STATUTES, SECTION 316.212: OPERATION OF GOLF CARTS ON CERTAIN ROADWAYS; AND TO ADD AN ALTERNATIVE PROCESS TO DESIGNATE A ROADWAY FOR GOLF CART USE BY PLAT OR REPLAT OF A SUBDIVISION; APPLICANT: BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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23

RECITAL

24 WHEREAS, Section 316.212, Operation of Golf Carts on Public Roads,
25 Florida Statutes, governs the operation of golf carts on public roads throughout
26 the State of Florida; and

27 WHEREAS, on July 25, 2017, the Board of County Commissioners of
28 Charlotte County, Florida ("Board") adopted Ordinance Number 2017-035,
29 creating new Section 2-4-10: Operation of Golf Carts on Public Roads, of the
30 Code of Laws and Ordinances of Charlotte County ("Code"), to establish
31 regulations governing the operation of golf carts on public roads throughout
32 Charlotte County to be consistent with Section 316.212, Florida Statutes; and

33 WHEREAS, Section 316.212, Florida Statutes, was amended on May 11,
34 2023; and

35 WHEREAS, at this time, County Staff is proposing amendments to Section
36 2-4-10 of the Code intended to ensure consistency with current State law and to
37 add an alternative process for designating a roadway for golf cart use through the
38 platting or replatting of a subdivision, all as provided in Exhibit "A" attached
39 hereto; and

40 WHEREAS, after due consideration, based on the findings and analysis
41 provided by County Staff and the evidence presented to it, the Board finds that
42 approval of these proposed amendments is in the best interests of the County
43 and its citizens.

44 NOW, THEREFORE, BE IT ORDAINED by the Board of County
45 Commissioners of Charlotte County, Florida:

46 Section 1. Adoption. Section 2-4-10: Operation of Golf Carts on
47 Public Roads, of the Code of Laws and Ordinances of Charlotte County, Florida,
48 is hereby amended by adding the underlined language and by deleting the
49 stricken language as shown in Exhibit "A" which is attached hereto.

50 Section 2. Conflict with Other Ordinances. The provisions of this
51 Ordinance shall supersede any provision of existing ordinances in conflict
52 herewith to the extent of said conflict.

53 Section 3. Severability. If any subsection, sentence, clause,
54 phrase, or portion of this Ordinance is for any reason held invalid or
55 unconstitutional by any court of competent jurisdiction, such portion shall be
56 deemed a separate, distinct, and independent provision and such holding shall
57 not affect the validity of the remainder of this Ordinance.

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Section 4. Effective Date. This Ordinance shall take effect upon filing in the Office of the Secretary of State, State of Florida.

PASSED AND DULY ADOPTED this ____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Joseph M. Tiseo, Chairman

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court
and Ex-Officio Clerk of the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Thomas M. David, County Attorney
LR2026-0108

KMD

Sec. 2-4-10. Operation of Golf Carts on ~~Public Roads~~Designated Roadways

- (a) —A "golf cart," for purposes of this section, means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and is not capable of exceeding speeds of twenty (20) miles per hour.
- (b) —A golf cart may be operated only upon those public roads or streets in unincorporated Charlotte County designated for golf cart use by resolution adopted by the Board of County Commissioners (hereinafter referred to as "designated public roads or streets") or by plat or replat of a subdivision. Prior to making such designation, ~~the board of county commissioners~~ the County Engineer must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. The County or an appropriate entity shall post signs on the road to indicate that such operation is allowed.
- (c) —Any golf cart ~~that is~~ operated on designated public roads or streets in unincorporated Charlotte County between sunset and sunrise must be equipped with functioning headlights, brake lights, turn signals, and a windshield.
- (d) —~~All golf carts operating on designated public roads or streets must be equipped with efficient brakes, a reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear. Persons driving golf carts on designated public roads or streets in unincorporated Charlotte County shall comply with all applicable provisions of F.S. ch. 316, including, but not limited to, compliance with all traffic control devices.~~
- (e) —~~All golf carts operating on designated public roads or streets must be equipped with efficient brakes, a reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear. Persons driving golf carts on designated public roads or streets in unincorporated Charlotte County shall comply with all applicable provisions of F.S. ch. 316, including, but not limited to, compliance with all traffic control devices.~~
- (f) —~~No person under fourteen (14) years of age may operate a golf cart. Operation of a golf cart is subject to F.S. section 316.212, as may be amended, on any designated public roads or streets in unincorporated Charlotte County.~~
- (g) —County maintained roads designated for golf cart use have the following speed limits:
- (1) —Paved roads with a width of fifteen (15) feet or more: Twenty-five (25) miles per hour.
 - (2) —Paved roads with a width of less than fifteen (15) feet: Twenty (20) miles per hour.
 - (3) —Unpaved roads, regardless of width: Twenty (20) miles per hour.
- (h) —A violation of this section is a noncriminal traffic infraction, punishable pursuant to F.S. ch. 318. Violations of subsections (b), (c), and ~~(d)~~ are moving violations and violations of subsections ~~(e)~~ and (f) are nonmoving violations.



The Florida Senate

2021 Florida Statutes (Including 2021B Session)

<u>Title XXIII</u> MOTOR VEHICLES	<u>Chapter 316</u> STATE UNIFORM TRAFFIC CONTROL <u>Entire Chapter</u>	SECTION 212 Operation of golf carts on certain roadways.
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316.212 Operation of golf carts on certain roadways.— The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise

and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by any person under the age of 14.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. 316.271; and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

Tern Bay CDD

Project #25-8498

3/4/2026

Background:

District staff has obtained proposals for aesthetic and safety enhancements to the four timber bridges within Tern Bay CDD. The proposed improvements include decorative paver installation at each bridge approach and the addition of architectural LED lighting beneath the bridge rails.

1. Decorative Paver Installation

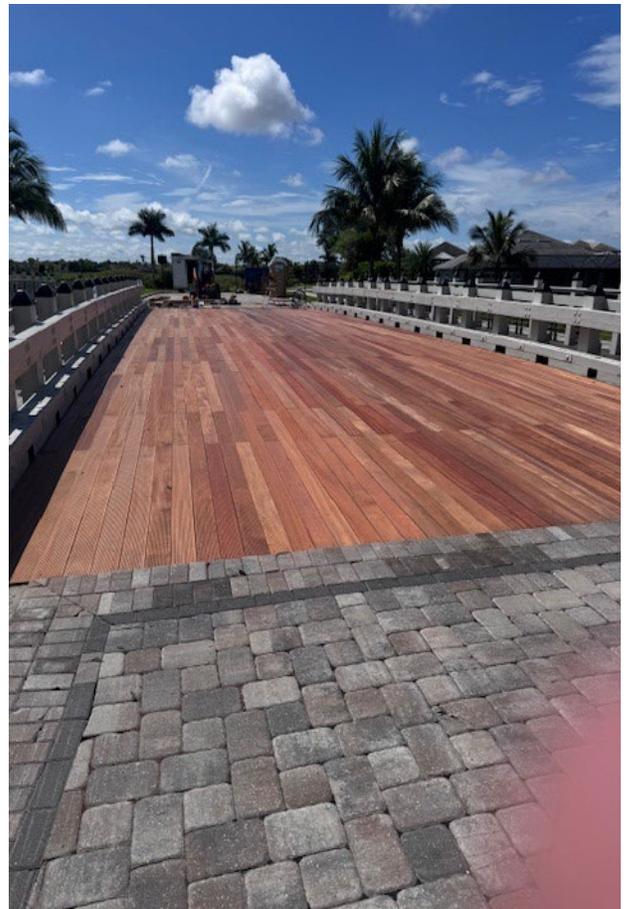
Paver Style & Color Scheme:

- Field Color: Napoli
- Border Color: Field Charcoal
- Field pattern to consist of 6x6 and 6x9 pavers
- Border to consist of 4x8 pavers
- Pavers to be 80mm thickness

Layout & Quantities:

- 8 sections total
- Each section approximately 15' x 30'
- Each section includes an 8" x 8" ribbon curb
- Total square footage: 3,952 sq. ft.

Total Cost: **\$47,356**



2. LED Bridge Lighting Installation (All Four Timber Bridges)

Purpose:

To enhance safety, visibility, and aesthetics by installing soft architectural lighting beneath both sides of each bridge railing.

Scope of Services Includes:

- Install conduit and wiring
- Install junction boxes on the side of each bridge to facilitate LED installation and circuit connection
- Install conduit and wiring under the bridge from side to side to provide power to the second LED run
- Install LED brackets and LED tape fixtures to the underside of bridge rail with a 45-degree channel to:
 - Cast light onto the roadway
 - Provide a soft ambient glow along the bridge structure

Cost Estimate:

- Each bridge varies between \$22,000 – \$28,000 depending on length
- Total Estimated Cost for Four Bridges: Approximately \$106,000

Cut sheets and technical specifications for the proposed LED system.

Approximate Total Cost

- Paver Installation: \$47,356
- LED Lighting (All Bridges): ~\$106,000
- Total Estimated Project Cost: ~\$153,356

