

MEDITERRA

**COMMUNITY DEVELOPMENT
DISTRICT**

October 18, 2023

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

October 11, 2023

Board of Supervisors
Mediterra Community Development District

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

Dear Board Members:

The Board of Supervisors of the Mediterra Community Development District will hold a Regular Meeting on October 18, 2023 at 9:00 a.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110. The agenda is as follows:


1. Call to Order/Roll Call
2. Public Comments (*3 minutes per speaker*)
3. Chairman's Comments
4. Continued Discussion/Update: Nature Trail and Boardwalk
 - Nature Boardwalk Fact Sheet
5. Discussion/Consideration: Sports Club LME
6. Consideration of Sod Replacement at Lake 6
 - A. BLUE Landscape Contracting Group, LLC Estimate 17863
 - B. LandCare Proposal/Authorization for Extra Work
7. Discussion: Termination of SOLitude Lake Management, LLC Services
 - A. Superior Waterway Services, Inc. Report (*Andy Nott*)
8. Discussion/Consideration of Superior Waterway Services, Inc., Service Agreement for Cut, Removal and Disposal of Palm Trees on Lakes 57 and 60
9. Consideration of Responses to RFP for Maintenance of Water Management Areas [Aquatic and Wetland Management]
 - A. Affidavits/Proofs of Publication
 - B. RFP Package

- C. Respondents
 - I. EarthBalance Corporation
 - II. Superior Waterway Services, Inc.
 - D. Evaluation Criteria
 - E. Award of Contract
10. Update: License Agreement for Lake Fountain Operation and Maintenance with Monterosso at Mediterra Condominium Association, Inc.
 11. Consideration of Long Bay Partners, LLC, Warranty Deed
 12. Discussion/Update: Operating Funds Investment Options
 13. Acceptance of Unaudited Financial Statements as of August 31, 2023
 - 2023 Operations Financial Impact Analysis
 - Breakdown/Summary Report
 14. Approval of August 16, 2023 Public Hearings and Regular Meeting Minutes
 15. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Johnson Engineering, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: November 15, 2023 at 9:00 AM
 - QUORUM CHECK
- | | | | | |
|--------|------------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | MARY WHEELER | <input type="checkbox"/> IN-PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | KENNETH TARR | <input type="checkbox"/> IN-PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | JOHN HENRY | <input type="checkbox"/> IN-PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | ROBERT GREENBERG | <input type="checkbox"/> IN-PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | VICKI GARTLAND | <input type="checkbox"/> IN-PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
- D. Operations Manager: *Wrathell, Hunt and Associates, LLC*
 - Key Activity Dates Report
16. Action/Agenda or Completed Items

17. Old Business
18. Supervisors' Requests
19. Public Comments (*3 minutes per speaker*)
20. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley "Chuck" E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 229 774 8903

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

4

NATURE BOARDWALK FACT SHEET

Phase I Project Materials and Cost

- 8 foot wide side board and railed boardwalk constructed out of treated pine originating at the Calusa Park
- Phase I cost \$600,500; Phase II cost \$568,000. See the attached cost breakdown.

Phase I (and II) Construction Financing

- Phase I could be financed in the 2023-2024 two budget cycle with no assessment increase.
- Phase I and II could be financed with a \$145 assessment increase spread over 2 years or, if we did not start the construction for one extra budget cycle, *i.e.*, the FY 26-27 cycle, there also would be no assessment increase.
- The complete source of funds breakdown is attached.

Annual Maintenance

- Twice yearly inspection and maintenance would be minimal during the first 5 years. Thereafter, the estimate is \$25K per year.

Risk Management

- Anyone using the boardwalk does so at their own “assumed risk.”
- Appropriate best practices signage will be posted at the entrance (*i.e.*, *use only permitted during daylight; no food; no pets; if medically at risk do not use; no bicycles, scooters, golf carts or any motorized vehicles including ATVs); be aware of potential wildlife; children must be supervised at all times*).
- The CDD has sovereign immunity. Judgment damages are capped at \$200K; aggregate per occurrence is \$300K. Anyone seeking a higher amount must obtain a private bill from the State Legislature.
- Infrastructure is covered by insurance. Any judgment is covered by our current general liability insurance – \$1M/\$3M. Supervisors are protected with a \$5M D&O policy. We have a zero dollar deductible policy; therefore, the reality is that CDD exposure is zero.
- There have been only 15 confirmed bear attacks on humans in Florida since 1976; **none in Lee or Collier Counties**. When human foods are easily available black bears will seek them. That is why you should not put out your garbage cans the night before pickup! The Florida Wildlife Commission considers most bear attacks on humans in the state to be cases of animals defending themselves, their cubs, or a food source against a perceived threat.¹ To minimize bear encounters to the greatest extent possible, no nighttime access will not be allowed and no food or dogs will be allowed on the boardwalk trail.

¹ The last 2 attacks were recorded in January 2022, in Daytona Beach and Orlando. In Orlando at about 9 PM a woman walking her dog was chased and knocked down by a sow in the company of three yearling cubs. In Daytona Beach a man fended off a black bear attacking his dogs. The bear was with 2 cubs. For more information go to <https://myfwc.com/wildlifehabitats/wildlife/bear/living/myths/>

NO.	REVISIONS DESCRIPTION	DATE

DATE: MARCH 2023
PROJECT NO. 20023589-024
FILE NO. ###-##-##
SCALE: AS SHOWN

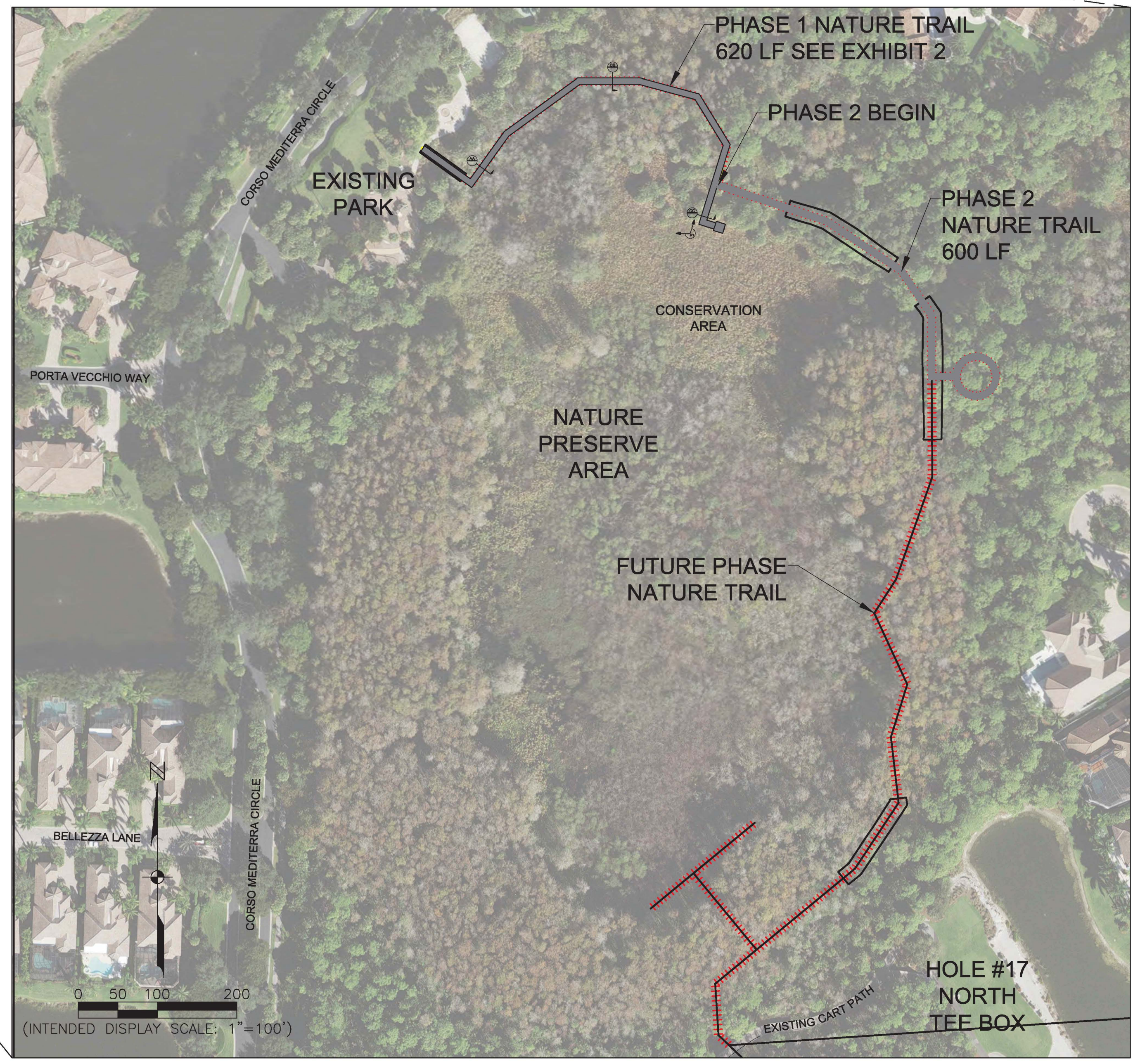
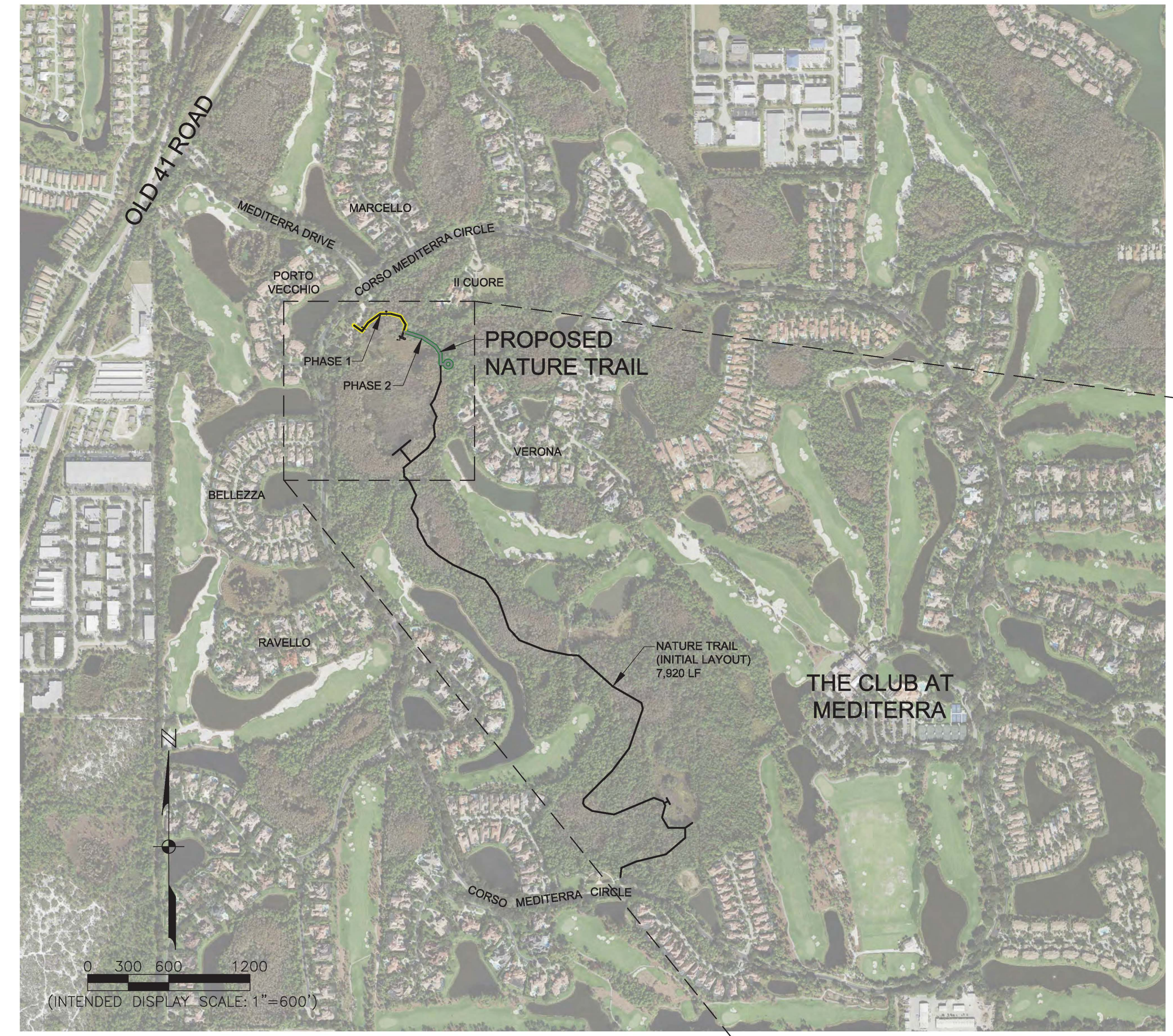
CONCEPTUAL
NATURE TRAIL
EXHIBIT

SHEET NUMBER

EX1

NATURE TRAIL CALCULATIONS

PHASE 1:	620 LINEAR FEET
PHASE 2:	600 LINEAR FEET
TOTAL:	1,220 LINEAR FEET



**Mediterra Community Development District
Nature Trail and Boardwalk Construction Cost**

Phase I

Description	Unit Price	Quantity	Extended Price
Labor: Site Prep/Installation/Restoration	\$25,000	1	\$ 41,000.00
Double Silt Fence	\$10	1,240	\$ 12,400.00
Boardwalk, Pine (8' Wide)	\$680	620	\$ 421,600.00
As-Built Survey	\$8,000	1	\$ 8,000.00
10% Contingency (excluding survey)			\$ 47,500.00
Env Mitigation (\$350K per acre)		0.20	\$ 70,000.00
TOTAL PHASE I COST			\$ 600,500.00

Phase II

Description	Unit Price	Quantity	Extended Price
Labor: Site Prep/Installation/Restoration*	\$25,000	1	\$ 25,000.00
Double Silt Fence	\$10	1,200	\$ 12,000.00
Boardwalk, Pine (8' Wide)	\$680	600	\$ 408,000.00
As-Built Survey	\$12,000	1	\$ 12,000.00
10% Contingency (excluding survey)	\$8,000	1	\$ 44,500.00
Env Mitigation (\$350K per acre)		0.19	\$ 66,500.00
TOTAL PHASE II COST			\$ 568,000.00

* If both phases built at once, Mobilization/Demobilization savings will be realized.

Sources of Funds	
Unassigned Fund Balance Projected 9/30/24	\$644,236
Capital Outlay Nature Trail FY 24	\$100,000
Phase I Paid for w/o special assessment	\$744,236
Surplus to FY 2025 Fund Balance	\$94,636
Continue current level increase to Fund Balance FY 25	\$280,000
Continue Capital Outlay Nature Trail FY 25	\$100,000
Continue current increase to Fund Balance FY 26	\$155,000
Phase II Paid for w/o special assessment	\$629,636

Have you ever used a nature trail or boardwalk in Florida or elsewhere?

Yes _____ No _____

How often did you or your family use the nature trail/boardwalk? (if previous answer is Yes)

At least once a week _____
More than once a week _____
At least once a month _____
More than once a month _____
Once a quarter _____
More than once a quarter _____
Less than once a quarter or never _____

How often do you or your family members walk the Corso or the East Side loop?

At least once a week _____
More than once a week _____
At least once a month _____
More than once a month _____
Once a quarter _____
More than once a quarter _____
Less than once a quarter or never _____

If you live on the East Side, how often do you go to the West Side to walk the Corso?

At least once a week _____
More than once a week _____
At least once a month _____
More than once a month _____
Once a quarter _____
More than once a quarter _____
Less than once a quarter or never _____

Do you believe the nature boardwalk would be a valuable community amenity?

Yes _____ No _____

If your answer is No, which of the following reasons do you rely on?

Cost _____
Fear of animals _____
Will not use _____
CDD liability _____
Maintenance costs _____
Recent increases in MCA and or Club assessments/dues _____

If you are in favor of constructing the nature boardwalk which distance would you prefer to see built?

600 feet _____ 1,200 feet _____

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

5

Mediterra Sports Club

Starting here, we are requesting a 10' LME to allow for proper spacing of the Club's new amenities. The proposed 10' LME is represented by the blue dotted



MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

6A

BLUE Landscape Contracting Group, LLC

4175 Broken Back Road
Naples, FL 34119
(239) 566-2583
info@experienceblue.net
www.experienceblue.net



ESTIMATE NUMBER

17863

ESTIMATE DATE

08/16/2023

Wrathell, Hunt, & Associates, LLC
9220 Bonita Beach Road SE
Bonita Springs, FL 34135

PROJECT DESCRIPTION QTY RATE AMOUNT

Palmetto sod replacements along backs of home from lake repair work. approximately 7500 sq ft. 7,500 1.47 11,025.00

Final price will be based on actual quantity used.

IRRIGATION ALLOWANCE: 1 1,200.00 1,200.00

Repair and modify existing irrigation to provide 100% coverage to new plant material and turf. Allowance only. Final invoice to be billed on a time and material basis at \$70.00 per man hour + parts.

*Assumes existing irrigation system 100% operational and full coverage to existing material.

AN ESTIMATED COST FOR REPAIRS AND MODIFICATIONS IS: \$1,200. FINAL INVOICE BASED ON ACTUAL TIME AND MATERIALS REQUIRED.

****Check coverage and adjust irrigation timer to run several times a day for grow-in****

PLEASE INITIAL _____

NOTES:

Proposal includes above mentioned materials and services only. Any additional materials or services will require a signed change order.

All prices listed above are valid for 30 days from the "Estimate Date" listed above only.

Proposal assumes project site will be graded within 0.1' of final grade in all applicable locations.

Blue Landscape is not responsible for current site soil conditions. Soil tests/soil improvements may be performed for an additional cost.

Warranty on material includes replacement of material and labor only. If crane, heavy equipment, or any other additional services or materials are required an additional cost will apply.

Warranty offered by Blue Landscape Contracting Group, LLC. is limited to replacement of material we originally installed (one time only) and owner must provide accessibility once job is complete.

PAYMENT TERMS: Payment for services is due as noted above. After thirty (30) days past due, interest will accrue at 1.5% per month. BLUE will be entitled to all court costs, attorneys fees and costs, etc., if collection becomes necessary.

However, we cannot be held responsible for damage caused by others, such as neglect, or conditions beyond our control such as accidents, vandalism, severe weather, washouts, disease or pests contracted after installation.

Warranty timeframe;
Without Blue Landscape Maintenance Service Contract

Trees, Palms (Excluding Phoenix Palms) 90 Days
Shrubs 60 Days
Sod, groundcover, annuals 30 Days
Irrigation, lighting* and Drainage 90 Days

With Blue Landscape Maintenance Service Contract

Trees, Palms (Excluding Phoenix Palms) 1 year
Shrubs 1 Year
Sod, groundcover, annuals 60 Days
Irrigation, lighting and Drainage 1 Year

Warranty agreement will be provided at Substantial completion of project.

Thank you for your business.

ESTIMATE TOTAL: \$12,225.00

Accepted By: _____

Accepted Date: _____

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

6B

Mediterra CDD
9220 Bonita Beach Rd
Suite 214
Bonita Springs, FL 34135
(O)
(C)
BeachRoadGolfEstatesCDD@DistrictAP.com

Antonio Navarrete
antonio.navarrete@landcare.com
CO # 3455708
September 26, 2023



Authorization for Extra Work - Mediterra - sod replacement

LandCare hereby submits specifications and estimates for the following work:

Mediterra - Villoresi way sod replacement around the lake

- Installing 7,500 sqft of sod throughout damage areas as shown on the picture.
 - Strip damage sod and level the areas.
 - install 6 yd of soil
 - irrigation not included.

<u>Qty</u>	<u>UOM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
7500.00	SqFt	Palmetto Sod	\$1.18	\$8,850.00
6.00	CuYd	Top Soil	\$75.00	\$450.00
36.00	HR	Enhancement Labor	\$60.00	\$2,160.00
			SubTotal	\$11,460.00
			Tax	\$0.00
			Total	\$11,460.00



Warranty:

All new woody plant material will carry a one year material and labor warranty. This warranty will be honored only if the plant material is watered, fertilized and maintained to defined standards. This warranty is limited to a one time replacement. This warranty is subject to payment of the original invoice being made within the terms of the sale and account being current. Notwithstanding anything to the contrary contained herein, Landcare shall not be liable and the warranty shall be void for or from acts or events beyond its reasonable control including, without limitation, acts of God, natural catastrophes, or unforeseen weather events.

Pricing:

Except as noted in the Proposal, all prices are valid for thirty (30) days after the date of this Proposal; provided, however, that all prices are subject to change due to seasonal growth rates, fluctuating material and/or labor prices or other unforeseen factors.

Payment Terms:

Payment terms are Due Upon Receipt. A service charge of 1.5% per month will be added to all balances not paid within thirty (30) days of invoice date. This represents an annual rate of 18%. In addition to all service charges there shall also be paid the reasonable costs of collection including attorney's fees and court costs.

By 
Antonio Navarrete

Date 9/26/2023
LandCare

By _____

Date _____
Mediterra CDD

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

8



SERVICE AGREEMENT

August 26, 2023

Mediterra CDD 2
C/o: Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Rd SE UNIT 214
Bonita Springs, FL 34135
Attn: Cleo Adams

Terms: Net 30 days

DESCRIPTION

Cut, removal and disposal of palm trees on lakes 57 and 60

Total \$3,600.00

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER ACCEPTANCE - The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By: _____

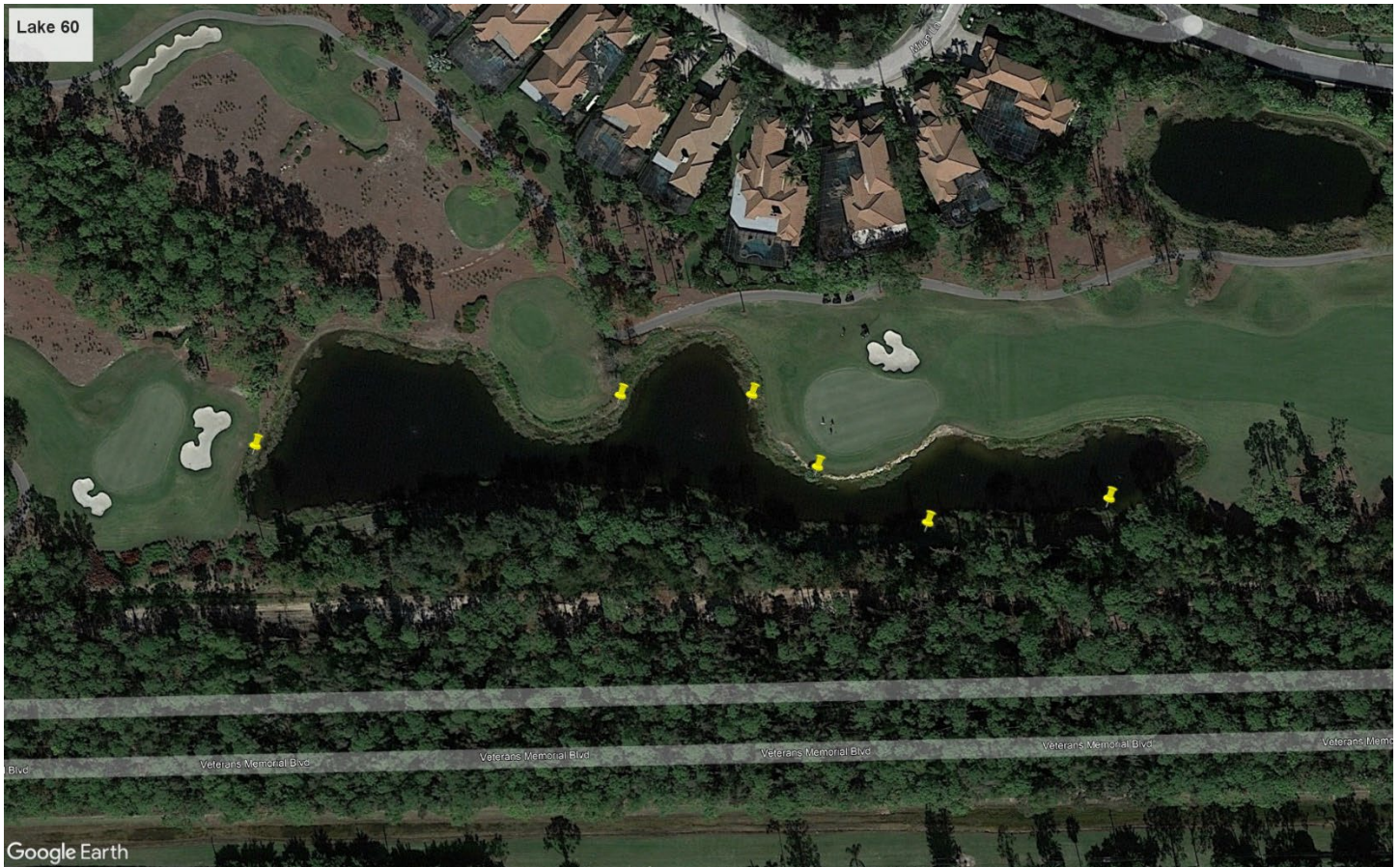
By: _____

Dated: _____

SUPERIOR WATERWAY SERVICES, INC.



SUPERIOR WATERWAY SERVICES, INC.



MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

9A

Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily
Naples, FL 34110

MEDITERRA SOUTH COMM UNITY
2300 GLADES RD STE 410 W

BOCA RATON, FL 33431

Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Naples Daily News, published in Collier County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

Issue(s) dated: 08/09/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



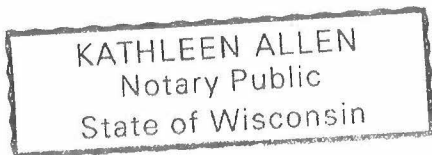
Subscribed and sworn to before me, by the legal clerk, who is personally Known to me, on August 9, 2023:



Notary, State of WI, County of Brown

1-7-25

My commission expires



Publication Cost: \$385.00
Ad No: 0005789804
Customer No: 1306338
PO #: AQUATIC AND WETLAND
of Affidavits 1

This is not an invoice

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

NOTICE TO CONTRACTORS -REQUEST FOR BIDS MAINTENANCE OF WATER MANAGEMENT AREAS AQUATIC AND WETLAND MANAGEMENT WITHIN THE DISTRICT

NOTICE IS HEREBY GIVEN that sealed bids will be received by MEDITERRA COMMUNITY DEVELOPMENT DISTRICT (the "DISTRICT"), located within COLLIER COUNTY & LEE COUNTY, FLORIDA, until 12:00 p.m. (noon) local time, Monday, September 25, 2023, at the following location, 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135, and commencing at 12:00 p.m. (noon) on the above date, such bids as received will be opened and read aloud at the District Office.

The work for which proposals are to be submitted consists of providing labor, materials and equipment for the routine high quality maintenance of water management areas, pursuant to the terms and conditions of the specifications and contract documents pertaining thereto which may be examined at the District Office. One (1) copy of the documents, including blank bid forms to be executed and submitted with a proposal, may also be obtained at the District Office.

A mandatory pre-bid conference will be held at 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135 beginning at 12:00 p.m., (Noon) local time on Monday, August 28, 2023. At that time, a presentation, discussion and handing out of detailed specifications will be provided. Bids will be accepted only from those contractors who have representative(s) at the conference.

A certified or cashier's check on a national or state bank or Bid Bond in a sum not less than five percent (5%) of the amount of the bid ("Bid Deposit"), made payable to Mediterra Community Development District, shall accompany each bid as a guarantee that the bidder will not withdraw from the bidding process after opening the bids and, in the event that the contract is awarded to the bidder, he will enter into a contract and furnish the required Certificate of Insurance, failing which the Bid Deposit may be retained by the District for liquidated damages. Bid bond shall be from a surety with an A- or better rating under Best's Guidelines.

Proposals shall be prepared, addressed and submitted in compliance with detailed instructions as set forth in the contract documents.

The District reserves the right to accept or reject any or all bids, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the District.

Mediterra Community Development District
August 9, 2023

#5789804

Attn:
MEDITERRA NORTH CDD
2300 GLADES RD STE 410W
BOCA RATON, FL 33431

State of Wisconsin, County of Brown:
Before the undersigned authority personally appeared _____, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

Water Management Areas Aquatic and Wetland Management

In the Twentieth Judicial Circuit Court was published in said newspaper editions dated in the issues of or by publication on the newspaper's website, if authorized, on :

08/09/2023

Affiant further says that the said News-Press is a paper of general circulation daily in Lee County and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper editions dated:

Sworn to and Subscribed before me this 9th of August 2023, by legal clerk who is personally known to me.

Affiant

Notary State of Wisconsin, County of Brown

8-21-26

My commission expires

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT
NOTICE TO CONTRACTORS -REQUEST FOR BIDS
MAINTENANCE OF WATER MANAGEMENT AREAS
AQUATIC AND WETLAND MANAGEMENT WITHIN THE DISTRICT

NOTICE IS HEREBY GIVEN that sealed bids will be received by MEDITERRA COMMUNITY DEVELOPMENT DISTRICT (the "DISTRICT"), located within COLLIER COUNTY & LEE COUNTY, FLORIDA, until 12:00 p.m. (noon) local time, Monday, September 25, 2023, at the following location, 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135, and commencing at 12:00 p.m. (noon) on the above date, such bids as received will be opened and read aloud at the District Office.

The work for which proposals are to be submitted consists of providing labor, materials and equipment for the routine high quality maintenance of water management areas, pursuant to the terms and conditions of the specifications and contract documents pertaining thereto which may be examined at the District Office. One (1) copy of the documents, including blank bid forms to be executed and submitted with a proposal, may also be obtained at the District Office.

A mandatory pre-bid conference will be held at 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135 beginning at 12:00 p.m., (Noon) local time on Monday, August 28, 2023. At that time, a presentation, discussion and handing out of detailed specifications will be provided. Bids will be accepted only from those contractors who have representative(s) at the conference.

A certified or cashier's check on a national or state bank or Bid Bond in a sum not less than five percent (5%) of the amount of the bid ("Bid Deposit"), made payable to Mediterra Community Development District, shall accompany each bid as a guarantee that the bidder will not withdraw from the bidding process after opening the bids and, in the event that the contract is awarded to the bidder, he will enter into a contract and furnish the required Certificate of Insurance, failing which the Bid Deposit may be retained by the District for liquidated damages. Bid bond shall be from a surety with an A- or better rating under Best's Guidelines.

Proposals shall be prepared, addressed and submitted in compliance with detailed instructions as set forth in the contract documents.

The District reserves the right to accept or reject any or all bids, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the District.

Mediterra Community Development District
AD # 5790205 August 9, 2023

of Affidavits 1

This is not an invoice

NICOLE JACOBS
Notary Public
State of Wisconsin

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

9B

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

MAINTENANCE OF WATER MANAGEMENT AREAS

November 1, 2023

**NOTICE TO CONTRACTORS
REQUEST FOR BIDS
MAINTENANCE OF WATER MANAGEMENT AREAS
AQUATIC AND WETLAND MANAGEMENT
WITHIN THE DISTRICT**

NOTICE IS HEREBY GIVEN that sealed bids will be received by MEDITERRA COMMUNITY DEVELOPMENT DISTRICT (the "DISTRICT"), Located within COLLIER & LEE COUNTY, FLORIDA, until 12:00 p.m (Noon).. local time, Monday, September 25, 2023, at the following location, 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135, and commencing at 12:00 p.m. (Noon) on the above date, such bids as received will be opened and read aloud at the District Office.

The work for which proposals are to be submitted consists of providing labor, materials and equipment for the routine high quality maintenance of water management areas, pursuant to the terms and conditions of the specifications and contract documents pertaining thereto which may be examined at the District Office. One copy of the documents, including blank bid forms to be executed and submitted with a proposal, may also be obtained at the District Office.

A mandatory pre-bid conference will be held at 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135 beginning at 12:00 p.m. (Noon) local time on Monday, August 28, 2023. At that time a presentation, discussion and handing out of detailed specifications will be provided. Bids will be accepted only from those contractors who have representative(s) at the conference.

A certified or Cashiers Check on a national or state bank or Bid Bond in a sum not less than five percent (5%) of the amount of the bid ("Bid Deposit"), made payable to Mediterra Community Development District, shall accompany each bid as a guarantee that the bidder will not withdraw from the bidding process after opening the bids and, in the event that the contract is awarded to the bidder, he will enter into a contract and furnish the required Certificate of Insurance, failing which the Bid Deposit may be retained by the District for liquidated damages. Bid bond shall be from a surety with an A- or better rating under Best's Guidelines.

Proposals shall be prepared, addressed and submitted in compliance with detailed instructions as set forth in the contract documents.

The District reserves the right to accept or reject any or all bids, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the District.

Mediterra Community Development District

Cleo Adams
District Manager

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

Maintenance of Water Management Areas
Aquatic and Wetland Management

Table of Contents

		<u>Page #</u>
Section 1	Notice to Contractors	
Section 2	Instructions to Bidders	1 thru 4
Section 3	General Conditions	5 thru 17
Section 4	Contract	18 thru 27
Section 5	Proposal	28 thru 29
Section 6	Detailed Specifications	30 thru 34
Schedules	Bid Schedule	
Forms	Aeration Monthly Check List Fixed Structure Inspection	
Exhibit "A"	Area Map	
Exhibit "B"	Florida Exotic Plant Pest Council List	

**SECTION 2
INSTRUCTIONS TO BIDDERS**

2.01. **SEALED PROPOSALS**- Sealed proposals will be received at the time and place designated herein and then publicly opened and read aloud for furnishing all transportation, labor, materials, tools, supplies, plant, equipment and machinery necessary, and performing all operations required for the completion of the work herein specified and as shown.

2.02. **DEFINITION OF TERMS**- Where the following terms or their pronoun occur herein, the intent and meaning shall be as follows:

District	Mediterra Community Development District
Bidder	Any Person, firm or corporation submitting a proposal for the work covered by these specifications, or his duly authorized representative.
Contractor	The person, firm or corporation with whom the District has executed a contract for the work herein specified.
Manufacturer or Supplier	Any person, firm or corporation other than the Contractor, supplying labor, material or equipment for the work herein specified.

2.03. **DELIVERY OF PROPOSALS**- All bids, whether mailed or delivered in person, shall be submitted in a SEALED ENVELOPE bearing on the outside the name of the Bidder and his address clearly marked:

Maintenance of Water Management within the District

and address to:

Mediterra Community Development District
9220 Bonita Beach Road, Suite #214
Bonita Springs, FL 34135

Attention: Cleo Adams

2.04. **PROPOSAL GUARANTY**- A certified or cashier's check on a national or state bank, or bid bond, in a sum not less than five percent (5%) of the total amount of the bid, drawn on a national or state bank shall accompany each proposal as a guarantee that the Bidder will, if award is made, promptly enter into an agreement to do the work and furnish the required certificate of insurance. The proposal guaranty shall be returned by the District, in accordance with section 2.15 of the Instructions to Bidders. The Bid Bond shall be from a surety authorized to do business in the State of Florida with an A-rating or better under Best's Guidelines, made payable to:

Mediterra Community Development District

2.05. **PROPOSAL FORMS**- The Bidder shall submit his proposal in duplicate on the forms, on an exact copy of the forms, furnished herewith. The blank spaces shall be filled in completely and correctly for each item and for every item for which a bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposed to do each item of work called for.

2.06. **SIGNATURE ON PROPOSAL**- The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member or partner of the firm or partnership shall be shown. If made by a

corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its president, secretary, and treasurer. If made by a limited liability corporation, the person signing the proposal shall show the name of the state under the laws of which the limited liability corporation is organized, also the names and business addresses of its managing member. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

- 2.07. **FAMILIARITY WITH LAWS**- The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect the work. The failure to familiarize himself with applicable laws will in no way relieve him from responsibility. By execution of the proposal, Bidder represents he has familiarized himself with all such laws, ordinances, rules and regulations.
- 2.08. **EXAMINATION OF SPECIFICATIONS AND SITE OF WORK**- The Bidder is required, before submitting his proposal, to visit the site of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. He is also required to examine carefully the specifications, form of agreement, and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.
- 2.09. **QUALIFYING QUESTIONNAIRE AND CONFIDENTIAL FINANCIAL STATEMENT**- If requested by the District, Bidders under consideration for award shall furnish a qualifying questionnaire and a certified financial statement, current within the past thirty days in accordance with Section 2.10, which must be a complete report of the financial resources and liabilities, equipment available, past performance record, personnel and organization experience.
- 2.10. **QUALIFICATION OF BIDDERS**- It is required that all Bidders enclose with their sealed bids the following information:
- a. A detailed description of the firm including address, telephone number, number of employees, number of employees assigned to this project, I.D. numbers for IRS, Lee County Business Tax Receipt w/number and date of expiration, current valid applicable State of Florida Lee County contractor's licenses for the scope of work, and banking and credit references.
 - b. Briefly describe the educational background and professional experience of the firm owners, supervisors or key employees assigned to this project.
 - c. List similar contracts for water management maintenance services now held by your firm and other similar contracts, if any formerly held within the last 5 years. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers and email addresses for these individuals.
 - d. The Contractor agrees only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as completed training.
 - e. The contract will be awarded only to responsible Contractors qualified by experience to do the work specified herein. The Bidder shall submit, with his bids, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, equipment, and machinery to complete the work to the satisfaction of the District within the time stated in the proposal.
- 2.11. **DISQUALIFICATION OF BIDDER**- More than one bid from an individual, firm, partnership, corporation, limited liability company, entity or association under the same or different name, will not be considered. Reasonable grounds for believing that the Bidder is financially interested in more than one

proposal for the same work may cause the rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among Bidders and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced will be rejected.

- 2.12. **RIGHT TO REJECT PROPOSALS**- The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities.
- 2.13. **AWARD OF CONTRACT**- The award of the contract portions thereof as set forth hereafter, if it is awarded, will be to the lowest responsive*, competent and responsible** high quality bidder whose qualifications indicate the award will be in the best interest of the District and whose proposal shall comply with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the low bidders and the District is satisfied that the bidders are qualified to do the work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the District within the time specified.
- 2.14 **BID PROTEST**- Any bidder who has timely submitted a bid desiring to formally protest a recommended contract award, shall file a written notice of intent to protest, with the District Manager, within two (2) calendar days (excluding weekends and holidays) from the date of notification and shall file the formal written protest, with the District Manager, within five (5) calendar days (excluding weekends and holidays). The formal written protest shall contain, but not be limited to, the following information:
- A. the bid or proposal number and/or title
 - B. the name and address of the protesting party
 - C. a statement of disputed issues of material fact. If there are no disputed material facts, the written protest must so indicate
 - D. a concise statement of the ultimate facts alleged and of any relevant rules, regulations, statutes, case law and constitutional provisions entitling the protesting party to relief
 - E. a demand for relief to which the protesting party deems himself entitled
 - F. such other information as the protesting party deems himself entitled

Failure to timely and properly file a written notice of intent or formal written bid protest shall constitute a waiver of all further proceedings. Once filed, no supplementing of the notice of intent or formal written protest shall be permitted.

The District Manager shall review all timely and properly filed written bid protest, in consultation with the District's Counsel and issue a written decision, within ten (10) business days stating reasons for the decision and the protesting parties' rights to file a written appeal. The decision of the District Manager is final and conclusive unless the protesting party timely and properly files subsequent written objection with the District Manager (with a copy to District Counsel) within two (2) calendar days (excluding weekends and holidays), from the date of receipt of the decision.

In the event of the timely and proper filing of an appeal, pursuant to the above paragraph, and in the event the protest cannot be resolved by mutual consent, the matter will be referred to the Board of Supervisors for final resolution. Neither protesting party nor anyone representing them, shall have private contact with the District Supervisors unless requested in writing to do so, by the District Manager. A hearing shall be conducted to hear the protest. The District Chairman, or other person as designated by the Chairman, shall conduct the hearing with the assistance of the District Manager and Counsel.

The person conducting the hearing shall:

- A. Administer the oaths and affirmations
- B. Regulate the course of the hearing, including any prehearing matters

The Board shall:

- A. Rule upon offers of proof and receive relevant evidence
- B. Enter orders
- C. Make or receive offers of settlement, stipulation and adjustment

At the conclusion of the hearing, the Board shall decide the matter and render a written decision.

- 2.14 **RETURN OF THE PROPOSAL GUARANTY-** As soon as the bid prices have been compared, the District may, at its discretion, return the guaranty deposit accompanying such proposals as in its judgment would not likely be considered in making the award. All other proposal guarantees will be held until the contract has been executed, after which they will be returned to the respective Bidders whose proposals they accompany. All guaranteed deposits for bid bonds shall be returned once the Bidder to whom the contract is awarded executes the contract and provides District with all required Bonds and certificates of insurance.
- 2.15 **EXECUTION OF CONTRACT-** Immediately following the award of the contract to the Bidder by the District, the District will prepare a formal contract to be executed by the parties, which contract will be in substance substantially in the form of agreement which is attached to the various papers which were delivered by the District or his representative to the Bidder in the first instance. The Bidder shall within five (5) days of the award of the contract deliver to the District the fully executed contract, all applicable certificates of insurance from a company licensed to do business in the state of Florida.
- 2.16 **FAILURE TO EXECUTE THE CONTRACT-** The failure on the part of the successful Bidder to execute the contract as required will be just cause for the annulment of the award and, in the event of the annulment of award, the amount of guaranty deposited with the proposal, either in the form of a Certified or Cashier's Check, a Bid Bond, will be retained or paid upon demand by the District, not as forfeiture or penalty, but rather will be for liquidated damages, it being agreed to by each Bidder in advance that the District will sustain certain damages too difficult to accurately ascertain, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a proposal.
- 2.17 **TIME AND AWARD-** The District reserves the right to hold all bids and bid guarantees for a period not to exceed ninety (90) days after the date of bid opening as stated in the Notice to Contractors.
- 2.18 **BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the District.

*** Responsive Bidder:** Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free from excisions or special conditions and has no alternative bids for any items unless requested in the specifications.

**** Responsible Bidder:** Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.

**SECTION 3
GENERAL CONDITIONS**

3.01 **DEFINITIONS-** Whenever in the Contract Documents, the following terms (or pronouns in place of them) are used, the intent and meaning of such terms shall be interpreted as follows:

- a. **Addenda** - A written explanation, interpretation, change, correction, addition, deletion, or modification affecting the Contract Documents, including specifications issued by the District and distributed to the prospective Bidders prior to the bid opening.
- b. **Affidavit** - The instrument which is to be signed by the Contractor and submitted to the District through the Engineer, upon completion of the job, showing that all bids have been paid. It shall also mean such instrument that may be requested by the District incident to progress payments,
- c. **"And"- "Or"** - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.
- d. **Article** - The prime subdivision of a section of these or any other referenced specifications, the Instructions to Bidders, the Special Conditions and the General Conditions.
- e. **Bidder** - An individual, firm, corporation or other legal entity submitting a proposal for the work contemplated; acting directly or through a duly authorized representative.
- f. **Bid Security or Bid Bond** - The security designated in the proposal to be furnished by the Bidder as guaranty that he will enter into the contract for the work if his/her proposal is accepted.
- g. **Calendar Day** - Any day, including Saturdays, Sundays and Holidays, and regardless of the weather conditions.
- h. **Change Order** - A written order to the Contractor signed by the District authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after the execution of the contract.
- i. **Contractor** - The person submitting a proposal accepted by the District who thereafter enters into a formal contract with the District to furnish the work as bid upon. The Contractor has the obligation to deliver to the District the completed job in good and workman like condition in accordance with the contract specifications.
- j. **Contract Bond** - The security furnished by the Contractor and surety as a guaranty that the Contractor will fulfill the terms of the contract in accordance with the Specifications and the other Contract Documents, also referred to herein as the Performance Bond.
- k. **Contract Documents** - The Contract Documents, sometimes referred to as the "Specifications", shall mean and include all or part of the following:
 - 1. Notice to Contractor
 - 2. Instructions to Bidders
 - 3. General Conditions
 - 4. Contract/Agreement
 - 5. Proposal
 - 6. Detailed Specifications
- l. **Equipment** - The machinery and equipment, together with the necessary supplies for the completion of the work.

- m. **Force Account Work** - Work performed in addition to that set forth in the original contract or in supplemental agreements or change orders, and which is paid for the basis of actual cost of materials and labor, plus a fixed percentage of such costs.
- n. **Materials** - Any substance proposed to be used in connection with the construction of any structure, facility, or appurtenance, or of other work, either by the Contractor or by its subcontractors i.e. plants, trees, mulch, fertilizer, pesticides, etc. and any substance or equipment purchased by the Contractor for resale to the District in the Contract.
- p. **Notices** -
 1. Notice of Acceptance- The official letter from the District to the successful Bidder, notifying him/her that he/she has been awarded the Contract.
 2. Notice of Award- Same as Notice of Acceptance
 3. Notice to Proceed- The official letter from the District to the Contractor instructing the Contractor to commence work under the Contract.
- q. **District** – Mediterra Community Development District.
- r. **Person** - The word "person" shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, legal entity, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons".
- s. **Principal** - When used in the Bid Bond or Bid Security, the word "principal" means the same as the word "Bidder". When used in the Contract Bond, the word "principal" means the same as the word "Contractor".
- t. **Pronouns** - The Masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- u. **Proposal** - The offer of the Bidder for the work when completely filled out and properly submitted on the prescribed proposal form, properly signed and guaranteed.
- v. **Proposal Form** - The official form on which the District requires formal bids to be prepared and submitted.
- w. **Provided** - As used in the specifications, provided shall be understood to mean "provided complete in place", that is, "furnished and installed". Where as shown, as detailed, as indicated, or words of similar import are used it shall be understood that references to the specifications accompanying these documents are intended unless otherwise expressly stated.
- x. **Resident Project Representative** - An authorized representative and/or employee of the District assigned to the project to make observations of the work performed by the Contractor.
- y. **Scope of Work** - Includes the Work, as the term as herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.
- z. **Specifications** - The Instruction to Bidders, General Conditions, Special Conditions, Detailed Specifications and such other documents as set forth in the Contract Documents.

- aa. **Special Conditions-** Specific clauses supplemental to the other Contract Documents setting forth conditions varying from or additional to the other Contract Documents for the project.
- bb. **State** - State of Florida
- cc. **Subcontractors** - A person supplying labor, materials, supplies, equipment, services, and other incidentals, used directly or indirectly by the Contractor. Such persons has contractual relations with the Contractor, but not with the District.
- dd. **Superintendent** - The Contractor's authorized executive representative, in responsible charge of the work at all times.
- ee. **Surety** - The corporate body which is bound by the Contract Bond with and for the Contractor (who is primarily liable) and which engages to be responsible for his acceptable performance of the work for which the contract has been made and for his prompt payment of all debts pertaining thereto.
- ff. **Work Order** - A written authorization to the Contractor signed by the District, concerning the performance of the work and/or the furnishing of materials on a force account basis as provided in the General Conditions.
- gg. **Work** - Shall mean everything expressed or implied, required to furnished and/or done by the Contractor by any one or more of the Contract Documents.

3.02 **OBLIGATIONS OF BIDDER TO INFORM HIMSELF AS TO ALL CONDITIONS RELATING TO PROJECT-**

- a. The Bidder, by and through the submission of his bid, agrees that he shall be held responsible for having therefore examined the site(s), 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, condition, and location of the site, and any other conditions surrounding and affecting the work, and physical characteristics of the job, in order that he may include in the prices which he bids all costs pertaining to the work and thereby provide for the satisfactory water management maintenance thereof.
- b. The Bidder, in preparing his bid, shall take into consideration that work by other contractors may be in progress at or near the site during the performance of the work to which the bid relates and that he will be expected should he be awarded a Contract, to avoid interference with work done by such other contractors and to coordinate his work with other contractors at the site.

3.03 **EXAMINATION OF CONTRACT DOCUMENTS-** The Bidder shall examine carefully the specifications and other Contract Documents, and inform himself thoroughly regarding any and all conditions and requirements, including any schedule, that may in any manner affect the work be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him of the obligations and responsibilities assumed under the Contract.

3.04 **DISCREPANCIES-** Should a Bidder find discrepancies or ambiguities in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall, at once, notify the District.

3.05 **ADDENDA, CHANGES, OR INTERPRETATIONS DURING BIDDING-** No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any inquiry or request received seven (7) or more days prior to the date fixed for opening of bids will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders not later than five (5) days prior to the established bid opening date. Each prospective Bidder shall acknowledge receipt of such addenda in the space therefore

provided in the proposal form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless, be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of receipt of all addenda, whether or not received by him. It is the responsibility of each prospective Bidder to verify that he has received all addenda issued before bids are opened.

3.06 **FAMILIARITY WITH LAWS-** The Bidder shall comply and 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 Bidder will in no way relieve him from responsibility.

3.07 **PREPARATION AND SUBMISSION OF BIDS-**

- a. Signature of the Bidder- The Bidder must sign the Proposal form in the space provided for the signature. If the Bidder is an individual, the words "doing business as" or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the proposal on behalf of the corporation must be stated and evidence of his authority to sign the proposal must be submitted. The Bidder shall state in the proposal the name and address of each person interested therein.
- b. Basis Bidding- The price for each item shall be on a lump sum or unit price basis according to the form of the proposal.
- c. Price Bid- The total price for the work shall be the sum of the lump sum prices and/or unit prices multiplied by the appropriate estimated quantities for the individual ties and shall be stated in figures in the appropriate place on the proposal form. In the event that there is a discrepancy on the proposal form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.
- d. Submission of Bids-
 1. Each bid must be submitted on the proposal form as furnished together with a suitable Bid Security, herein described.
 2. The above proposal and Bid Security must be submitted in a sealed envelope shall be marked so as to clearly indicate its contents and the name of the Bidder.
 3. The Bidder must submit with his bid an accompanying letter in which he shall list the names and addresses of his major subcontractors together with the services they will supply. These subcontractors will be subject to review as to their competency by the District prior to the award of the Contract and shall be one of the considerations in determining the lowest responsive and responsible Bidder as defined hereinafter. After award of Contract, no change in subcontractors shall be made unless a request is approved by the District in writing by the Contractor, which shall include the reasons for such request.
 4. The Bidder shall submit with his proposal evidence of his experience in water management maintenance and financial status by providing the following:
 - i. proof that he maintains a permanent place of business; and
 - ii. proof that he has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high quality manner, and
 - iii. proof that he has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and

- iv. proof that he has successful contractual and technical experience in work of a similar size and scope; and
 - v. proof that he has/holds or can obtain, prior to the award of bid, all valid necessary state, county, and local licenses or certificates of competency covering all aspects of the Bidder and the work detailed in the Contract Documents; and
 - vi. has evidenced that all the subcontractors he proposes to use hold all valid necessary state, county, and local licenses or certificates of competency covering all operations of said subcontractors.
- e. If forwarded by mail, the above mentioned envelope shall be enclosed in another envelope addressed to Mediterra Community Development District; 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135; Attention: Cleo Adams, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to Cleo Adams. Proposals will be received until the date and hour stated in the Notice to Contractors.

3.08. **DISQUALIFICATION OF BIDDERS-**

- a. One Bid per Proposal Area- Only one bid per proposal area or combination of proposal areas from an individual firm, partnership or corporation under the same or under different names may be considered. If it is believed that a Bidder submits or is interested in more than one bid per proposal area for the work involved, all bid proposals in which Bidder is interested will be rejected.
- b. Collusion among Bidders- If it is believed that a collusion exists among the Bidders, the proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future proposals for the same work.

3.09. **WITHDRAWAL OF A BID-** Any bid may be withdrawn prior to the time scheduled in the Notice to Contractors for the opening thereof.

3.10. **MODIFICATION OF BIDS-** No modification to the bid will be accepted from Bidders.

3.11. **OPENING OF BIDS-** Bids will be publicly opened and read aloud at the appointed time and place stated in the Notice to Contractors. The officer whose duty it is to open them will decide when the specified time has arrived and bids received after the closing time will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

3.12. **CONSIDERATION OF BIDS-** For the purpose of award, after proposals are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the proposal and the unit prices will be considered the bid. The amount then will be compared. Until the final award of the contract, the right will be reserved to reject any and all proposals and to waive technical errors and irregularities as may be deemed best for the interests of the District.

3.13. **RIGHT TO ACCEPT OR REJECT BIDS-** Bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders, and the Contract Documents, maybe rejected at the option of the District. The District does not bind itself to accept the minimum bid stated herein, but reserves the right to accept the lowest responsive and responsible bid which in the judgment of the District will best serve the needs and interests of the District.

3.14. **AWARD OF CONTRACT-**

- a. The District reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re advertise for all or part of the work contemplated. The District reserves the right, prior to award of contract, to delete from the scope of the project any item or any combination of items the aggregate bid prices for which do not exceed twenty-five percent (25%) of the total bid prices for the project. If bids are found to be acceptable by the District, written notice will be given to the lowest responsive and responsible qualified Bidder of the acceptance of his proposal and of award of the contract to him.
- b. If a Bidder to whom a contract is awarded forfeits and fails to execute the contract as provided for herein, the award of the contract is annulled, the District may then award the contract to the next lowest responsive and responsible qualified Bidder or the work may be re advertised or may be constructed by day labor as the District decides.
- c. The contract will be awarded to the lowest responsive high quality Bidder that best serves the interests of the District complying with the applicable conditions of the Contract Documents. In determining the lowest responsive and responsible Bidder, the following element, in addition to those noted in the Contract Documents, will be considered:
 1. Whether each Bidder:
 - a. maintains a permanent place of business; and
 - b. has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high-quality manner, and
 - c. has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and
 - d. has successful contractual and technical experience in work of a similar size and scope; and
 - e. has/holds or can obtain, prior to the award of bid, all valid necessary state, county, and local licenses or certificates of competency covering all aspects of the Bidder and the work detailed in the Contract Documents; and
 - f. has evidenced that all the subcontractors he proposes to use hold all valid necessary state, county, and local licenses or certificates of competency covering all operations of said subcontractors.
 2. The amount of work each Bidder, intends to perform with his own organization and the amount of work he intends to subcontract.
 3. The qualifications of the subcontractors that the Bidder proposes to use.
 4. The District also reserves the right to reject the proposal of a Bidder who has failed to perform or to complete contracts similar in nature on and in a competent and high quality manner.

3.15. **EXECUTION OF CONTRACT-** The Bidder to whom a contract is awarded will be required to deliver to District two (2) executed contracts and all applicable certificates of insurance within five (5) days of the award of the contract.

3.16. **INTENT AND CORRELATION OF DOCUMENTS-** The Contract Documents cover, with explicit provisions, all matters relating to the work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and

inquiry, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents, for, after the award, no deviation will be allowed from the interpretation thereof. The intent of the Contract Documents is to include all labor, materials supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the work and the carrying out of all duties and obligations imposed by the Contract Documents. The Contractor shall, in addition, provide all work and materials not shown in detail but necessary for completion of the project as shall apply with equal force all work, including extra work, performed under this contract, whether performed either directly by the Contractor or by any subcontractor.

- 3.17. **NOTICE AND SERVICE**- All notices, demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the proposal (or to such other office as the Contractor may from time to time designate), or if deposited in the United States mail in sealed postage prepaid envelope sent certified mail return receipt requested, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All notice or other papers required to be delivered by the Contractor to the District, or to any of his representatives shall unless otherwise specified in writing to the Contractor, be delivered to the office of Wrathell, Hunt and Associates, C/O Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development District's; 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 and any other notice or demand upon the District shall be sufficiently given if delivered to such office, or if deposited in the United States mail in a sealed, postage prepaid envelope sent certified mail return receipt requested, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or to such other representative of the District or to such other address as the District may subsequently specify in writing to the Contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same has been deposited with the U.S. postal service, or in the case of telegrams, at the time of actual receipt thereof.

- 3.18. **TERMS OF CONTRACT**-

- a. The contract shall be for a period of 12 months, commencing November 1, 2023 at the price stated in the proposal, with its option to renew the Contract for a second year upon thirty (30) days notice.
- b. Mediterra Community Development District reserve the right to terminate the contract in accordance with the provisions of section 3.31 herein.

- 3.19. **MATERIALS, APPLIANCES, EMPLOYEES**- The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work an unfit person or anyone not skilled in the work assigned to him. Employees of the Contractor whose work is unsatisfactory to the District or who are incompetent, unskilled or disorderly, who use threatening or abusive language to any person, or who are otherwise objectionable shall be dismissed from the work upon notice from the District and shall not be employed on the work thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the work.

- 3.20. **SALES TAX AND EXCISE TAX**- All sales tax and excise tax shall be paid by the Contractor.

- 3.21. **SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR**- The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the District and resident project representative and with other contractors in every way possible. The Contractor shall at all times have a competent superintendent, capable of reading and thoroughly understanding the work, who

shall, as the Contractor's agent, supervise, direct and otherwise conduct the work. Such superintendent shall be furnished irrespective of the amount of the work sublet.

The Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and which is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from District to Contractor as specific consideration for this indemnification.

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in anyway the conduct of all persons engaged in or the materials or methods used by him, on the work. At the time of execution of the contract the Contractor shall furnish to the District and the District's agent certificates of insurance evidencing the existence of the insurance policies as required herein.

- 3.22. **SURVEYS, PERMITS, AND REGULATIONS**- Both temporary and permanent permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

The Contractor shall save harmless the District and all its officers, agents, and servants, against any claims or liability arising from, or based on, the violation of any such laws, ordinances, regulations, orders or decrees, whether by himself, his employees, or subcontractors.

- 3.23. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect public and private property from injury or loss arising in connection with this contract. He shall make redress for any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees in the performance of the work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights and danger signals on or near the work, from sunset to sunrise; he shall erect suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; he shall provide all necessary watchmen on the work by day or by night for the safety of the public; and he shall take all necessary precautions to prevent accidents and injuries to persons or property in or near the work.

In an emergency affecting the safety of life of the work or of adjoining property, the Contractor shall act promptly at his discretion to prevent threatened loss or injury, and he shall so act, without appeal if so instructed or authorized. Any request for compensation claimed by the Contractor on account of emergency work shall be reviewed by the District upon Contractor submitting proof and documentation to the District, in a form acceptable to the District, and within thirty (30) days of receipt of all necessary documents, District shall make a determination as to whether or not pay such claim.

The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including landscaping, walks, drives, structures) on the premises and/or property of the District of any land adjoining any work sites, which may be caused by him or his employees or subcontractors, or which he or they might have prevented. The Contractor shall, at all time while the work is in progress, use extraordinary care to see that adjacent building are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced if available. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the work.

3.24. **INSURANCE-**

- a. The Contractor shall provide and maintain during the life of this contract "Workmen's Compensation Insurance" for all of his employees employed at the site of the project and, in case any work is sublet, The Contractor shall require each subcontractor similarly to provide "Workmen's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this contract at the site of the project are not protected under the "Workmen's Compensation" statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.
- b. The Contractor shall provide and maintain during the life of this contract, a comprehensive and general liability insurance policy insuring Contractor, its employees, and any subcontractor and its employees performing work under the contract of and from all damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of this contract insurance that will indemnify and hold harmless the District, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from the performance of the work, injury or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Insurance shall be provided with a minimum limit of \$2,000,000.00 in each of three policies as follows:

1. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard. The District shall be named as an additional insured.
 2. Comprehensive Auto Liability Insurance. The District shall be named as an additional insured.
 3. Contractual Liability Insurance. The District shall be named as additional insured.
- c. All such insurance shall be obtained from companies licensed and authorized to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance Required herein.
- d. At the time of execution of the contract, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.
- 3.25. **PERFORMANCE BOND**- No Performance Bond shall be required.
- 3.26. **AUTHORITY OF THE DISTRICT**- The District or resident project representative shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary due to any failure of the part of the Contractor to carry out orders given by the District or the resident project representative to perform any or all provisions of the contract. The Contractor shall not suspend the work necessary and convenient to perform water management maintenance without the written permission of the District.
- 3.27. **EXAMINATION OF THE WORK**- The authority and duties of the District's resident project representative(s) are limited to examining the material(s) furnished, observing the work done, and reporting their findings. The District does not underwrite, guarantee or insure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the Contract Documents, and the District shall never be responsible or liable to the Contractor or any other party by reason of the Contractor's failure to do so. Failure by the District or by any project representative or other representatives of the District engaged in on-site observation to discover defects or deficiencies in the work of the Contractor shall never, under any circumstances, relieve the Contractor from his liability therefore to the District, or subject the District to any liability to the Contractor, or any other party for any such defect or deficiency.

The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the contract.

- 3.28. **DEFECTIVE WORK**- Within seven (7) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repair in a manner acceptable to the District's resident representative and in accordance with the requirements of the contract, the District may cause the unacceptable or defective work to be corrected or authorize such repairs as may be necessary to be made. Any expense incurred by District making corrections or repairs, which the Contractor has failed or refused to make within such seven (7) day period may be paid for out of any monies due or which may become due the Contractor to make any or necessary repairs promptly, fully, and in a manner acceptable to the District. In addition, any such failure or refusal to timely make such corrections shall be sufficient cause for the District to declare the contract in default without further notice, upon which the District may terminate the contract and contract with another contractor to perform the work.

All costs and expenses incurred by reason of the Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by him.

3.29. **EXTRA WORK**- The Contractor shall do all extra work not specified herein that may be ordered in writing by the District. Extra work and the cost thereof shall be agreed upon between both parties and if the parties are unable to agree, the formula set forth in the remainder in this section shall be utilized.

- a. For all labor, including a foreman in the direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to fifteen (15) percent of such sum, and the total thereof shall be in full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid the actual cost of paying social security taxes and premiums for unemployment insurance, workmen's compensation insurance, And Contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.
- b. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipt bills, to which cost shall be added an amount equal to ten (10) percent thereof.
- c. For any special machinery or special equipment, including fuel and lubricants thereof, required for the performance of extra work, the District shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the extra work.

The compensation herein provided shall be received and accepted by the Contractor as payment in full for all work done.

The Contractor's representative and the District shall compare records of extra work done at the end of each day. Such records shall be made in duplicate upon a form for such purpose by the District and shall be signed by both the representative referred to herein, one copy being submitted to the District and the other being retained by the Contractor.

3.30. **CANCELED ITEMS AND PAYMENTS THEREFORE**- If the Contractor shall fail to begin the work called for by the contract within the time specified, or shall fail to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the work within the time prescribed, or shall perform the work unsatisfactorily or shall neglect or refuse to remove materials or to perform a new such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent, or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, or shall otherwise be in breach of this contract, the District may give notice in writing to the Contractor of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct the same.

If the Contractor shall not correct such conditions within a period of seven (7) calendar days after receipt of such notice, the District shall, have full power and authority, without violating the contract, to terminate this contract and/or to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, to enter into a contract with another contractor for the completion of the work or to use such other methods as, in the opinion of the District, shall be required for the completion of the work in an acceptable manner.

Contractor shall be liable for all damages, costs and charges incurred by the District together with the cost of completing the work under the contract, shall be deducted from any monies due or which may become due the Contractor. In the event that the expense so incurred by the District shall be more than the sum which would be have been payable under the contract if the work had been completed by the Contractor, the Contractor shall be liable and shall pay to the District the amount of such excess within ten (10) days of receiving a written statement from the District specifying the amount due and owing the District.

- 3.31. **TERMINATION**- The performance of the work under this contract may be terminated by the District in the District's sole and absolute discretion, with or without cause in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of the work under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination without cause the date of termination shall be at least thirty (30) days from date of delivery of written notice either hand delivered, sent via email with a delivery receipt or sent certified mail return receipt requested.

After receipt of a notice of termination, and except as otherwise directed the Contractor shall:

- a. Stop work under this contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontract for materials, services, facilities except as may be necessary for completion of such portion of the work under this contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the approval of ratification of the District to the extent he may require, which approval or ratification shall be final for all purposes of this clause.
- e. Transfer title and deliver to the District, in the manner, at the times, and to the extent, if any, directed by the District, the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated by the notice of termination.
- f. Complete performance of such part of the work which shall not have been terminated by the notice of termination.
- g. Take such action as may be necessary or as the District may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the District has or may acquire an interest.
- h. Deliver to District waivers and releases of liens and / or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

After receipt of a notice of termination, the Contractor shall submit to the District his termination claim, in satisfactory form. Such claim shall be submitted promptly, but no later than one (1) month from the effective date of termination unless one or more extensions in writing are granted by the District. No claim will be allowed for any expense incurred by Contractor after the effective date of the notice of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contractor shall be deemed to waive any right to any further compensation.

The Contractor and the District may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, PROVIDED

HOWEVER, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total contract price as amended accordingly and the Contractor shall be paid the agreed amount.

The total sum to be paid to the Contractor shall not exceed the total contract price as reduced by the amount of payments otherwise made and as for further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, these shall be excluded from the amounts payable to the Contractor the fair value, as determined by the District, or property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District.

In arriving at the amount due the Contractor under this clause these amounts that shall be deducted (1) all non-liquidated advance or other payments on account therefore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the District may have against the Contractor in connection with this contract, and (3) the agreed price for, or in the proceeds or sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the District.

- 3.32. **ACTS OF GOD AND OTHERS-** The Contractor shall not be responsible for damage caused by natural catastrophe such as any force majeure, acts of god, hurricane, hailstorm, or tornado, and acts of others.
- 3.33. **ASSIGNMENT OF CONTRACT-** No assignment by the Contractor of this contract or any part thereof, or any monies due, or to become due thereunder shall be made without prior written approval of the District, which consent may be withheld in the sole and absolute discretion of the District.
- 3.34. **SUBCONTRACTORS-** The Contractor may utilize the services of specialty subcontractors on those parts of the work which under normal contracting practices are performed by such specialty subcontractors. However, the portion of the contract that is to be assigned to one or more subcontractors may not exceed, either separately or in combination, 50% of the total value of the contract.

The Contractor shall not award any 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 his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create contractual relations between any subcontractor and the District.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions, the Special Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating and subcontract that the District may exercise over the Contractor under any provision of the Contract Documents.

- 3.35. **SEPARATE CONTRACTS-** The District reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.
- 3.36. **AWARD OF CONTRACT-** This contract consists of the Proposal for existing water management areas as more specifically set forth in the Detailed Specifications.

It is intended that all work to be performed under the Proposal shall commence **November 1, 2023**. As such, payments under the Proposal shall not commence until work is commenced. In no event shall District be obligated to pay for work not performed or materials not furnished.

**AGREEMENT BETWEEN MEDITERRA COMMUNITY DEVELOPMENT DISTRICT
AND _____ FOR AQUATIC MAINTENANCE SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 2023 by and between:

Mediterra Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Collier and Lee County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

_____, a _____, whose address is _____ (the “Contractor”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, stormwater management improvements; and

WHEREAS, the District owns, operates, and maintains _____ () stormwater management facilities (collectively referred to as the “Ponds”) within the boundary of the District as described on **Exhibits A and B**, attached hereto and incorporated herein by reference; and

WHEREAS, the District desires to retain an independent contractor to provide maintenance services for the Ponds, including inspection and treatment for control of nuisance vegetation in and around the Ponds; and

WHEREAS, the Contractor represents that it is capable, willing, and able to provide the maintenance services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A.** The Contractor agrees to provide the labor, materials, and services necessary for the provision of the maintenance services described in the attached **Exhibit B**, which is incorporated herein by reference (the “Services”).
- B.** Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District’s Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the provision of the Services. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A.** As compensation for the completion of the Services, the District agrees to pay the Contractor _____ (\$_____) per month, which amount includes all labor, materials and services necessary to complete the Services, as more specifically set forth in Exhibit B.
- B.** The initial term of this Agreement shall be begin on November 1, 2023 and end October 31, 2024, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, the Agreement shall automatically renew for One (1) consecutive one-year term with a four percent (4%) escalation in the annual contract price each year unless otherwise terminated pursuant to the terms hereof.
- C.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.
- D.** The District may require, as a condition precedent to making any payment to the Contractor that all material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that

the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within thirty (30) days of receipt by the District. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

- A. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$2,000,000

- B. The District, its staff, consultants, agents, employees, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. 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.

SECTION 5. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 7. 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, which may include, but not be limited to, the right of actual damages 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.

SECTION 8. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney’s fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 9. 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.

SECTION 10. 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.

SECTION 11. NOTICES. All notices, requests, consents, and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: _____

Attn: _____

B. If to District: Mediterra Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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.

SECTION 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 13. 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.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Collier County, Florida.

SECTION 16. INDEMNIFICATION.

- A.** Contractor, its employees, agents and assigns shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 17. 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.

SECTION 18. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) 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 the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 19. PUBLIC RECORDS. 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 **Cleo Adams** (“**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 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431,

**PHONE:(561)571-0010,
GILLYARDD@WHHASSOCIATES.COM.**

SECTION 20. 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.

SECTION 21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 22. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 23. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, 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.

SECTION 24. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section

and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 25. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**MEDITERRA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

Signature of Witness

By: _____

Print Name

Print Name: _____

Title: _____

**SECTION 5
PROPOSAL**
for
MAINTENANCE OF WATER MANAGEMENT AREAS
AQUATIC MANAGEMENT

Proposal of _____
(name)

(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

“Chemical/Mechanical removal of aquatic growth in water management areas”

TO: Mediterra Community Development District
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135

Gentlemen:

The undersigned, as bidder, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the proposal of the contract to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties making bid or proposal and that the proposal is in all respects fair and made in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work; that he has made sufficient investigations to fully satisfy himself that such site is a correct and suitable one of this work; and he assumes full responsibility therefore; that he has examined the specifications for the work and from his own experience or from professional advice that the specifications are sufficient for the work to be done and he has examined the other Contract Documents relating thereto, including the Notice to Contractors, instructions to bidders, proposal, contract, general conditions, and he has read all addenda prior to the opening of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this proposal pertains.

The bidder proposes and agrees, if this proposal is accepted, to timely contract with the District in the form of a contract specified to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the proposal and contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the contract form.

The bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to District within five (5) calendar days after written notice of the award of contract. Failure on the part of the bidder to timely comply with this provision shall give District all rights and remedies set forth in section 2.16 of the Instructions to Bidders.

The undersigned agrees to accept full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the contractor, based on the work actually performed as determined by the contract and the District. However, in utilizing the schedule, the bidder agrees that in no event shall compensation paid to the bidder under the contract exceed the dollar amount of the bidder's proposal amount.

It is intended that all work to be performed under this Proposal shall commence November 1, 2023.

In the event the District exercises its option to renew the Contract, the second year's prices shall apply.

In no event shall District be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. _____

Bidder's Occupational License No. _____

WITNESSES:

By: _____
Signature of Authorized Agent

(SEAL)

DETAILED SPECIFICATIONS

SCOPE OF WORK - The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete maintenance of water management areas as detailed below.

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

EXISTING FACILITIES

Exhibit "B" is a map showing the locations to be maintained by this contract.

DETAILED SPECIFICATIONS

1. General.

Work under this section includes furnishing all labor, supplies, equipment and materials, and performing all operations connected with the completion of required water management areas maintenance and monitoring of area ponds, as depicted within Exhibits "A" and "B", the size and locations of which shall be independently verified by Contractor. Various approved construction plans should be consulted for any variations from this list of requirements which may apply to individual wetland creation areas.

- The aquatic weed control program includes the mechanical removal or spraying of water management areas, as designated in Exhibit "A" accompanying this specification. These operations are for the removal of water hyacinths, cattails, broadleaf weeds and grasses, Torpedo Grass, Hydrilla and other noxious or invasive weeds, including Thalia & Bull Rush, including bottom rooted aquatic weeds that are unsightly or may impede the flow of water in the lakes and flow ways.
- Algae is an ongoing problem and will be treated accordingly to District satisfaction as well as the aquatics mentioned above.
- Aquatic weeds mentioned above shall occupy no more than 1% of any lake, wetland, prairie, conservation area or flow way at any one time. Noxious plants are defined as any water borne plant that will, if not managed properly through chemical or mechanical means, over take the desirable aquatic plants causing an unbalance of the waterway ecology system.
- All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies control elevation into the water body during all times of the year. During times of drought, when the water bodies recede, it will be required to keep these undesirable lake bank grasses and weeds eradicated from the exposed lake banks.
- Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated or removed immediately upon identification in the water body, either on the surface or below it.
- The Contractor is required to make, at minimum, weekly visits to the site to ensure the success of the Aquatic Weed Control Program and to perform routine inspection of lake aerators to ensure continued operation, **to include monthly reports for non-working aeration**. Monthly Check List Form is provided as an exhibit. The Contractor shall make such additional site visits as required by the District to treat the District's Water Management System and perform

repairs, as needed, by proposal only. **Required additional visits shall be made within 24 hours of request from the Districts Resident Project Representative.**

- Lake 52 Bacteria Management: Bio-Zyme Eco socks are to be installed/replaced on a monthly basis – total of 10, to include a monthly service report detailing all of the work performed as a part of the contract agreement. Cost to be provided as a separate work-order, from this contract.
- Additionally, the operations shall include the removal of such exotic plants as Melaleuca, Brazilian Pepper, Australian Pines, Downy Rose Myrtle and all other exotic or invasive plant materials as identified on the latest Florida Exotic Pest Plant Council's list of Category I or II invasive and exotic species, as may be updated from time to time. (See Exhibit "C" attached)
- The Contractor is required to thoroughly maintain the wetland and wetland prairies at a **minimum** of two times per year and/or as maybe required to ensure compliance with permit, permit monitoring reporting and sound aesthetic management. Special care should be taken to ensure that control measures do not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves or vegetated pond banks.

2. **Aeration Maintenance.**

The Contractor will perform inspection and cleaning maintenance in accordance with the terms and conditions of this agreement. Inspections to include photo/date stamped documentation with each report.

- Semiannual (2) maintenance visits, as required (approximately once every 180 days). Additional cleanings will be billed at time and materials.
- Inspection and cleaning will be provided for all existing aeration systems.
- Compressor Services
 - Replace compressor head gasket, piston cups and/or vanes, as needed, to maintain required air volume and pressure output.
 - Adjust air manifold and pressure relief valves to insure optimal performance.
 - Replace external air filters twice per year.
 - Replace internal air filters once per year.
 - Clean muffler assembly and filter.
 - Check and adjust compressor, CFM and PSI calibrate pressure relief valve.
- Cabinet Services
 - Inspect and lubricate cooling fan.
 - Remove excessive grass/weed growth from around compressor cabinets(s) to maintain optimal air flow and operating temperatures.
 - Apply fire ant bait around cabinet, when necessary.
 - Clean cabinet interior.
 - Lubricate cabinet hinges and barrel lock.
 - Test and reset GFI circuitry.
 - **Inspect Electrical equipment & ensure adjacent owners are not feeding off of the District's electrical supply**
 -

- Diffuser Services
 - Flex clean and adjust each diffuser assembly, for proper air flow and optimal performance.
- Air Line Services
 - Inspect and repair, airline supply tubing and fittings.
- Parts and special repairs are not included in this agreement. All repairs are to be done on a proposal basis only. Parts may be billed separately. No more than a 15% markup, with cost to contractor, will be accepted. All actions are subject to auditing review. Parts and repair costs may be invoiced separately.

Note: The District has installed (25) Elide Fire Extinguishing in February 2023, with an warranty expiration date of January 2026. Additional Fire Balls will be installed during the Fiscal year 2023/24 via work-order.

Trimming of foliage around the following cabinet's: Cabinet for Lakes 24, 25 and 57; Cabinet for Lakes 20, 21 and 18; Cabinet for Lakes 14, 49, 59 and 62; Cabinet for Lakes 30/31/32, 38/39 and 36. Twice per year as maybe necessary.

3. Pond Bank, Prairies and Littoral Zone Maintenance.

The Contractor will remove weeds, exotics and other nuisance vegetation from littoral zones. Additionally, these same weeds will be removed below the water level around the perimeters of the lakes, flow ways, wetlands and wetland prairies within the Exhibit "B". However, beneficial and "attractive" plant species should be allowed to develop in these shelves, pond banks, wetlands and wetland prairies. The Contractor will discuss with the District which species should be removed and which should be retained.

4. Fixed Structures Inspection Reporting.

The Contractor, shall review and report, annually, on the condition of the fixed structures within the stormwater ponds. The fixed structures shall include control structures, culverts and headwalls as identified on the exhibit map and may be updated from time to time. The annual inspection shall be completed during the month of May of each year (absolute low water conditions) and shall include, at minimum, the information required on the attached Fixed Structures Inspection Form (photo/time stamped required). Forms shall be completed and submitted by June 1st of each year.

5. Miscellaneous Requirements.

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government, during the term of the contract, the Contractor shall continue work using other approved chemicals or methods.
- All weeds removed by physical or mechanical means shall be hauled away and shall be disposed of by the Contractor, unless otherwise arranged.
- The area to be treated includes all water surfaces and shall extend from the water's edge to the top of the bank on each side where vegetation exists.

- The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The rate of application of chemicals shall be limited to avoid fish kills and unnecessary impacts to non-weedy or desirable wetland vegetation.
- The Contractor will make sure that nuisance aquatic vegetation is removed from all equipment prior to entry into ponds to preclude introduction of the weeds into other ponds.
- Trash and other foreign debris will be removed from each pond and mitigation area on at least a bi-weekly basis.
- **Spike Rush must be maintained within 15 feet of perimeter shoreline at all times as routine maintenance to include but not limited to: Lakes 50, 52, 59, 62, 64, 66S, 67 thru 76 – All Lakes As Necessary.**
- **Lake 71 & 72 – At no times is Spike Rush allowed within these two ponds.**
- **At no time shall Spike Rush be allowed to encroach (close up) any lake within the community.**

6. **Reports.**

The Contractor shall email to the District, after each treatment, a report indicating the water management areas treated, chemicals used, condition of weed growth, number of men on the job site, and a summary of all agency required activities within mitigation areas.

7. **Payment.**

The Contractor will be paid on or about the 25th day of each month for work accomplished to the time schedule during the previous month. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract.

8. **Selection of Bid Items.**

In the event the bid prices exceed the funds available, the District reserves the right to delete certain items from the Schedule of Bid items before making the award of the contract. Additionally, certain facilities bid may not be ready for maintenance upon award of this bid, therefore those items shall be withheld from monthly billing until maintenance is required and authorized by the District.

9. **Tools, Plants and Equipment.**

If at any time before the commencement or during the progress of the work, the equipment appears to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the **Tools, Plants and Equipment.**

If at any time before the commencement or during the progress of the work, the equipment appears to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency, to improve the character, to augment their number or substitute new equipment, as the case may be, and the Contractor shall conform to such order; the failure of the District to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the contract and to the satisfaction of the District.

10. **Inspection.**

The work will be conducted under the direction of the District and is subject to inspection by his appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the District, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Contractor "Manager", not applicator, shall attend the Aquatic Management meetings at a time and date to be mutually determined (at a frequency of not less than once a month). A ride through of the maintenance areas will be done at this time to check progress and correct problem areas.

11. **Acceptance of Finished Work.**

As needed, the District will make final inspection of the work covered by this contract when it is completed monthly.

12. **Contract Drawings and Specifications**

One (1) set of the drawings and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction.

13. **Qualifications.**

The Contractor shall be insured, licensed and certified by the State of Florida to apply aquatic and industrial herbicides. The Contractor assumes full responsibility for obtaining all permits required in the performance of this work. All contractor employees applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicators license.

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

Maintenance of Water Management Areas

Aquatic Management

Bid Schedule Sheet 1 of 3

November 1, 2023 thru October 31, 2024

First Year

Description	I.D. #	12 Month Price
"A" Lake	L1	\$
"A" Lake	L2	\$
"A" Lake	L3	\$
"A" Lake	L4	\$
"A" Lake	L5	\$
"A" Lake	L6	\$
"A" Lake	L7	\$
"A" Lake	L8	\$
"A" Lake	L9	\$
"A" Lake	L10	\$
"A" Lake	L11	\$
"A" Lake	L11B	\$
"A" Lake	L12	\$
"A" Lake	L12B	\$
"A" Lake	L13	\$
"A" Lake	L14	\$
"A" Lake	L15	\$
"A" Lake	L16	\$
"A" Lake	L17	\$
"A" Lake	L18	\$
"A" Lake	L19	\$
"A" Lake	L20	\$
"A" Lake	L21	\$
"A" Lake	L22	\$
"A" Lake	L23	\$
"A" Lake	L24	\$
"A" Lake	L25	\$
"A" Lake	L26	\$
"A" Lake	L 27,28	\$
"A" Lake	L29	\$
"A" Lake	L30	\$
"A" Lake	L31	\$
"A" Lake	L32	\$
"A" Lake	L33	\$
"A" Lake	L34	\$
"A" Lake	L35	\$
"A" Lake	L36	\$
"A" Lake	L37	\$
"A" Lake	L38	\$
"A" Lake	L39	\$
"A" Lake	L40	\$
"A" Lake	L41	\$
"A" Lake	L42	\$
"A" Lake	L43	\$
"A" Lake	L44	\$
"A" Lake	L45	\$
"A" Lake	L46	\$
"A" Lake	L47	\$
"A" - Lake	L48	\$
"A" Lake	L49	\$
"A" - Lake	L50	\$



First Year

12 Month
Price

Description	I.D. #	Price
"A" - Lake	L52	\$
"A" - Lake	L53	\$
"A" Lake	L54	\$
"A" Lake	L55	\$
"A" Lake	L56	\$
"A" Lake	L57	\$
"A" Lake	L58	\$
"A" Lake	L59	\$
"A" Lake	L60	\$
"A" Lake	L61	\$
"A" Lake	L62	\$
"A" Lake	L63	\$
"A: Lake	L64	\$
"A" Lake	L65	\$
"A" Lake	L66S	\$
"A" Lake	L67	\$
"A" Lake	L68	\$
"A" Lake	L69	\$
"A" Lake	L70	\$
"A" Lake	L71	\$
"A" Lake	L72	\$
"A" Lake	L73	\$
"A" Lake	L74	\$
"A" Lake	L75	\$
"A" Lake	L76	\$
LAKES SUBTOTAL		\$
AERATION MAINTENANCE SUBTOTAL		\$

First Year		12 Month Price
Description	I.D. #	
Conservation	1	\$
Conservation	2	\$
Conservation	3	\$
Conservation	4A	\$
Conservation	4B	\$
Conservation	4C	\$
Conservation	6	\$
Conservation	7	\$
Conservation	8	\$
Conservation	9	\$
Conservation	10	\$
Conservation	11	\$
Conservation	12	\$
Conservation	14	\$
Conservation	16	\$
Conservation	17	\$
Conservation	19	\$
Conservation	20A	\$
Conservation	20B	\$
Conservation	21	\$
Conservation	22	\$
WETLAND SUBTOTAL		\$
Structure		
Review/Reporting		\$
Grand Total First Year:		\$

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

Maintenance of Water Management Areas

Aquatic Management

Bid Schedule Sheet 1 of 3

November 1, 2024 thru October 31, 2025

First Year

12 Month
Price

Description	I.D. #	Price
"A" Lake	L1	\$
"A" Lake	L2	\$
"A" Lake	L3	\$
"A" Lake	L4	\$
"A" Lake	L5	\$
"A" Lake	L6	\$
"A" Lake	L7	\$
"A" Lake	L8	\$
"A" Lake	L9	\$
"A" Lake	L10	\$
"A" Lake	L11	\$
"A" Lake	L11B	\$
"A" Lake	L12	\$
"A" Lake	L12B	\$
"A" Lake	L13	\$
"A" Lake	L14	\$
"A" Lake	L15	\$
"A" Lake	L16	\$
"A" Lake	L17	\$
"A" Lake	L18	\$
"A" Lake	L19	\$
"A" Lake	L20	\$
"A" Lake	L21	\$
"A" Lake	L22	\$
"A" Lake	L23	\$
"A" Lake	L24	\$
"A" Lake	L25	\$
"A" Lake	L26	\$
"A" Lake	L 27,28	\$
"A" Lake	L29	\$
"A" Lake	L30	\$
"A" Lake	L31	\$
"A" Lake	L32	\$
"A" Lake	L33	\$
"A" Lake	L34	\$
"A" Lake	L35	\$
"A" Lake	L36	\$
"A" Lake	L37	\$
"A" Lake	L38	\$
"A" Lake	L39	\$
"A" Lake	L40	\$
"A" Lake	L41	\$
"A" Lake	L42	\$
"A" Lake	L43	\$
"A" Lake	L44	\$
"A" Lake	L45	\$
"A" Lake	L46	\$
"A" Lake	L47	\$
"A" - Lake	L48	\$
"A" Lake	L49	\$
"A" - Lake	L50	\$



First Year

12 Month
Price

Description	I.D. #	Price
"A" - Lake	L52	\$
"A" - Lake	L53	\$
"A" Lake	L54	\$
"A" Lake	L55	\$
"A" Lake	L56	\$
"A" Lake	L57	\$
"A" Lake	L58	\$
"A" Lake	L59	\$
"A" Lake	L60	\$
"A" Lake	L61	\$
"A" Lake	L62	\$
"A" Lake	L63	\$
"A: Lake	L64	\$
"A" Lake	L65	\$
"A" Lake	L66S	\$
"A" Lake	L67	\$
"A" Lake	L68	\$
"A" Lake	L69	\$
"A" Lake	L70	\$
"A" Lake	L71	\$
"A" Lake	L72	\$
"A" Lake	L73	\$
"A" Lake	L74	\$
"A" Lake	L75	\$
"A" Lake	L76	\$
LAKES SUBTOTAL		\$
AERATION		
MAINTENANCE		
SUBTOTAL		\$

First Year

Description	I.D. #	12 Month Price
Conservation	1	\$
Conservation	2	\$
Conservation	3	\$
Conservation	4A	\$
Conservation	4B	\$
Conservation	4C	\$
Conservation	6	\$
Conservation	7	\$
Conservation	8	\$
Conservation	9	\$
Conservation	10	\$
Conservation	11	\$
Conservation	12	\$
Conservation	14	\$
Conservation	16	\$
Conservation	17	\$
Conservation	19	\$
Conservation	20A	\$
Conservation	20B	\$
Conservation	21	\$
Conservation	22	\$
WETLAND SUBTOTAL		\$
Structure		
Review/Reporting		\$
Grand Total First Year:		\$



MEDITERRA AERATION MONTHLY CHECK LIST FORM

Month/Date: _____

I.D. #	<u>Working: Not</u>		<u>Issues Observed:</u>	ID #	<u>Working: Not</u>		<u>Issues Observed:</u>
		<u>Working:</u>				<u>Working:</u>	
L1				L52			
L2				L53			
L3				L54			
L4				L55			
L5				L56			
L6				L57			
L7 (RCS Owned)				L58			
L8				L59			
L9				L60			
L10				L61			
L11				L62			
L11B				L63			
L12				L64			
L12B				L65			
L13				L66S			
L14				L67			
L15				L68			
L16				L69			
L17				L70			
L18				L71			
L19				L72			
L20				L73 (RCS Owned)			
L21				L74			
L22				L75			
L23				L76			
L24							
L25							
L26							
L 27,28							
L29							
L30							
L31							
L32							
L33							
L34							
L35							
L36							
L37							
L38							
L39							
L40							
L41							
L42							
L43							
L44							
L45							
L46							
L47							
L48							
L49							
L50							

MEDITERRA

Fixed Structure Inspection Form (to be filled out for each structure regardless of findings)

Date: _____

Structure I.D.: _____

Type of Structure: _____

(I.e. control structure, headwall etc.)

Structural Inspection:

To include digital photo with brief narrative identifying any observed damage or deterioration that is considered to be above and beyond normal wear and tear.

Functional Inspection:

To include digital photo with brief narrative identifying any conditions that may be having a negative impact on the functionality of the structure. (I.e. sediment in the bottom of a culvert and the estimated percentage of pipe plugged)

Additional Conditions Observed:

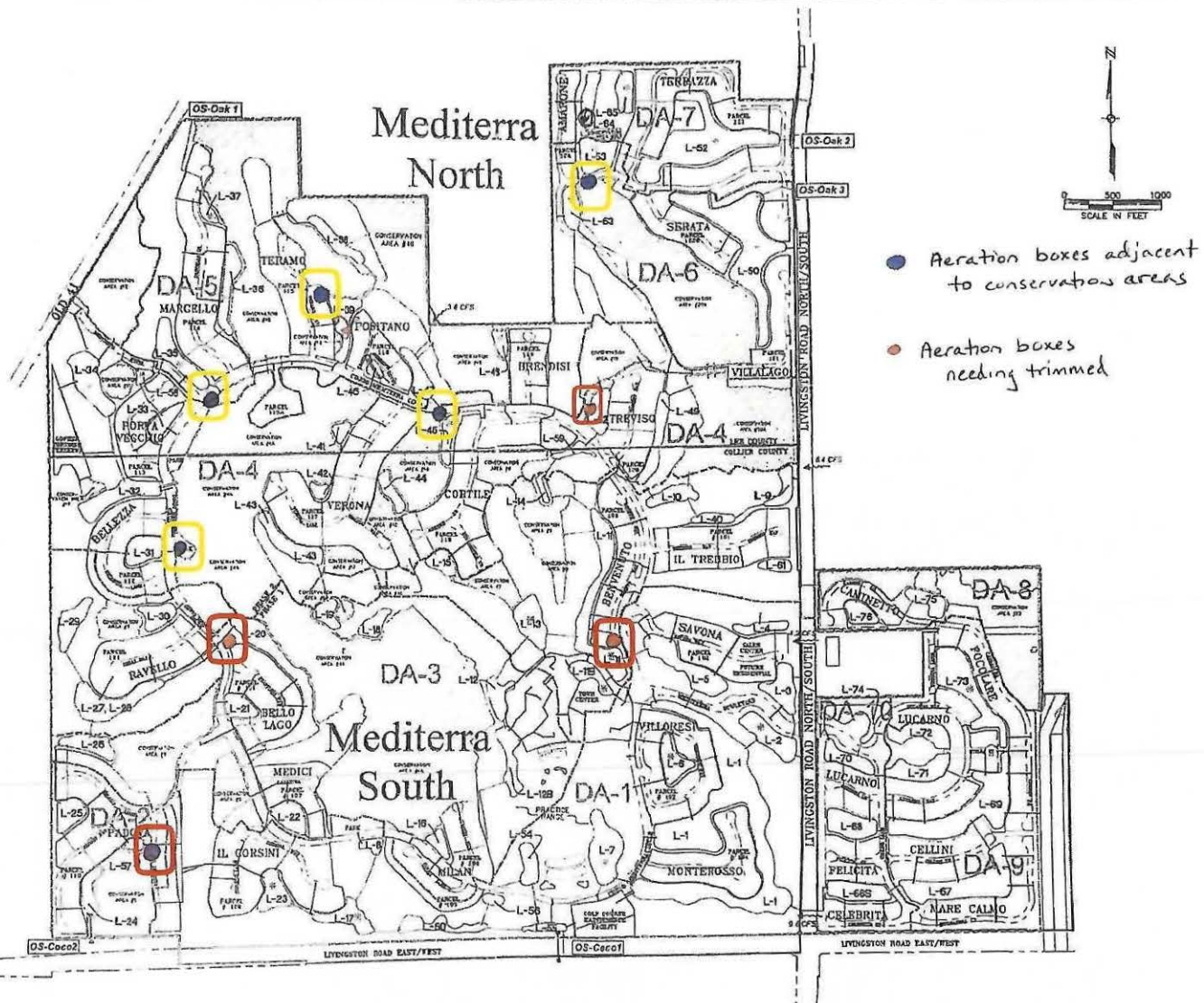
To include photos, as appropriate, with brief narrative identifying any additional conditions that may have an impact on the structure.

Photo Numbers that Correspond with this report: _____

Box Trimming Locations in Red

Legend

- District drainage pipe/structure
- Others drainage pipe/structure
- Conservation Areas
- Lakes
- Golf Greens
- Golf Fairways
- Aerated Lakes Proposed (7)
- Aerated Lakes Existing
- Aerated Lakes Existing RCS



- Aeration boxes adjacent to conservation areas
- Aeration boxes needing trimmed

Mediterra
Mediterra North & South
Lee & Collier Counties, Florida



251 WEST HICKPOHNE AVENUE
LAKELAND, FLORIDA 33923
PHONE (888) 412-2594
FAX (888) 612-2541
E.O. 14176 & L.A. 1843

CDD Drainage Pipe & Outfall Responsibilities				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
June 2015	20022M93-01	00-00-00	As Shown	1 Of 1

Cabinet Locations



Legend

- Mediterra CDD
- Aeration Cabinets
- Lakes

Notes

- 1- This map is for reference use only. All data provided is derived from multiple sources with varying levels of accuracy.
- 2- Aerial flight date - Year 2022.




ELIDE FIRE® Extinguishing 4" Ball (Standard Bracket)

SKU: ELB02-1

\$95.00

Pay in 4 interest-free payments of \$23.75. **PayPal** [Learn More](#)

or 4 interest-free payments of \$23.75 with **sezzle** 

Quantity

1

[Add To Cart](#)

PRODUCT INFO

Revolutionary self-activating device designed to extinguish fire

Lightweight shell made from rigid plastic foam with an abrasion-resistant

Extinguishing powder mixture weight 1.1 lbs. (+ or -)

Activation time with flame 3 to 5 seconds

Total Weight 1.5 lbs. (+ or -)

19 sq. ft. coverage (+ or -)

4" diameter

5 Year Warranty

RETURN & REFUND POLICY

SHIPPING INFO





For more information on
invasive exotic plants
including links to related
web pages, visit:
www.fleppc.org

FLEPPC List Definitions:

Exotic—a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. **Native**—a species whose natural range includes Florida. **Naturalized exotic**—an exotic that sustains itself outside cultivation (it is still exotic; it has not “become” native).

Invasive exotic— an exotic that has not only naturalized, but is expanding on its own in Florida native plant communities.

Zone: N = north, C = central, S = south, Referring to each species' general distribution in regions of Florida (not its potential range in the state). Please refer to the map below.



Citation example:

FLEPPC. 2019 List of Invasive Plant Species. Florida Exotic Pest Plant Council. Internet: www.fleppc.org

The 2019 list was prepared by the FLEPPC Plant List Committee

Tony Pernas, Co-Chair, 2017-2019, National Park Service, Big Cypress National Preserve, tony_pernas@nps.gov

Dennis Giardina, Co-Chair, 2017-2019, Florida Fish and Wildlife Conservation Commission, dennis.giardina@myfwc.com

Janice Duquesnel, Florida Park Service, Florida Department of Environmental Protection, janice.duquesnel@dep.state.fl.us

Alan Franck, Florida International University, Department of Biological Sciences, afanck@fiu.edu

Roger L. Hammer, Retired Naturalist and Author, kaskazi44@comcast.net

John Kunzer, Florida Fish and Wildlife Conservation Commission, john.kunzer@myfwc.com

James Lange, Fairchild Tropical Botanic Garden, jlange@fairchildgarden.org

Kenneth Langeland, Professor Emeritus, University of Florida/IFAS, Agronomy Department, gator8@ufl.edu

Deah Lieurance, University of Florida/IFAS, Agronomy Department, dmlieurance@ufl.edu

Chris Lockhart, Habitats Specialists Inc., chris@lockharts.org

Jean McCollom, Natural Ecosystems, jeanm@naples.net

Gil Nelson, Professor Emeritus, Florida State University/iDigBio, gilnelson@bio.fsu.edu

Jennifer Possley, Fairchild Tropical Botanic Garden, jpossley@fairchildgarden.org

Jimi L. Sadle, National Park Service, Everglades National Park, jimi_sadle@nps.gov

Dexter Sowell, Florida State University, FNAI, dsowell@fnai.fsu.edu

Jessica Spencer, US Army Corps of Engineers, jessica.e.spencer@usace.army.mil

Arthur Stiles, Florida Park Service, arthur.stiles@dep.state.fl.us

Richard P. Wunderlin, Professor Emeritus, University of South Florida, rwunder@usf.edu

Florida Exotic Pest Plant Council's 2019 List of Invasive Plant Species

The mission of the Florida Exotic Pest Plant Council is to reduce the impacts of invasive plants in Florida through the exchange of scientific, educational, and technical information.

Note: The FLEPPC List of Invasive Plant Species is not a regulatory list. Only those plants listed as Federal Noxious Weeds, Florida Noxious Weeds, Florida Prohibited Aquatic Plants, or in local ordinances are regulated by law.

Purpose of the List

To provide a list of plants determined by the Florida Exotic Pest Plant Council to be invasive in natural areas of Florida and routinely update the list based upon information of newly identified occurrences and changes in distribution over time. Also, to focus attention on:

- The adverse effects exotic pest plants have on Florida's biodiversity and native plant communities,
- The habitat losses in natural areas from exotic pest plant infestations,
- The impacts on endangered species via habitat loss and alteration,
- The need for pest plant management,
- The socio-economic impacts of these plants (e.g., increased wildfires or flooding in certain areas),
- Changes in the severity of different pest plant infestations over time,
- Providing information to help managers set priorities for research and control programs.

www.fleppc.org

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

gci

**SECTION 5
PROPOSAL**
for
MAINTENANCE OF WATER MANAGEMENT AREAS
AQUATIC MANAGEMENT

Proposal of EarthBalance Corporation
2570 Commerce Parkway, North Port, FL 34289
(name)
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

“Chemical/Mechanical removal of aquatic growth in water management areas”

TO: Mediterra Community Development District
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135

Gentlemen:

The undersigned, as bidder, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the proposal of the contract to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties making bid or proposal and that the proposal is in all respects fair and made in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work; that he has made sufficient investigations to fully satisfy himself that such site is a correct and suitable one of this work; and he assumes full responsibility therefore; that he has examined the specifications for the work and from his own experience or from professional advice that the specifications are sufficient for the work to be done and he has examined the other Contract Documents relating thereto, including the Notice to Contractors, instructions to bidders, proposal, contract, general conditions, and he has read all addenda prior to the opening of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this proposal pertains.

The bidder proposes and agrees, if this proposal is accepted, to timely contract with the District in the form of a contract specified to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the proposal and contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the contract form.

The bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to District within five (5) calendar days after written notice of the award of contract. Failure on the part of the bidder to timely comply with this provision shall give District all rights and remedies set forth in section 2.16 of the Instructions to Bidders.

The undersigned agrees to accept full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the contractor, based on the work actually performed as determined by the contract and the District. However, in utilizing the schedule, the bidder agrees that in no event shall compensation paid to the bidder under the contract exceed the dollar amount of the bidder's proposal amount.

It is intended that all work to be performed under this Proposal shall commence November 1, 2023.

In the event the District exercises its option to renew the Contract, the second year's prices shall apply.

In no event shall District be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. C34042

Bidder's Occupational License No. 9402884

WITNESSES:

Mora Hults

Jessica Harris

By: Cristine Borowski
Signature of Authorized Agent

Cristine Borowski,
Vice President of Business Management



MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

Maintenance of Water Management Areas

Aquatic Management

Bid Schedule Sheet 1 of 3

November 1, 2023 thru October 31, 2024

First Year

12 Month
Price

Description	I.D. #	12 Month Price
"A" Lake	L1	\$18,252.00
"A" Lake	L2	\$ 2,340.00
"A" Lake	L3	\$ 1,872.00
"A" Lake	L4	\$ 1,014.00
"A" Lake	L5	\$ 3,354.00
"A" Lake	L6	\$ 1,638.00
"A" Lake	L7	\$ 3,432.00
"A" Lake	L8	\$ 585.00
"A" Lake	L9	\$ 1,092.00
"A" Lake	L10	\$ 1,482.00
"A" Lake	L11	\$ 5,148.00
"A" Lake	L11B	\$ 1,326.00
"A" Lake	L12	\$ 1,482.00
"A" Lake	L12B	\$ 1,950.00
"A" Lake	L13	\$ 2,340.00
"A" Lake	L14	\$ 484.00
"A" Lake	L15	\$ 1,014.00
"A" Lake	L16	\$ 780.00
"A" Lake	L17	\$ 1,872.00
"A" Lake	L18	\$ 1,014.00
"A" Lake	L19	\$ 1,014.00
"A" Lake	L20	\$ 4,836.00
"A" Lake	L21	\$ 1,170.00
"A" Lake	L22	\$ 1,560.00
"A" Lake	L23	\$ 1,794.00
"A" Lake	L24	\$ 1,248.00
"A" Lake	L25	\$ 1,404.00
"A" Lake	L26	\$ 1,560.00
"A" Lake	L 27,28	\$ 3,432.00
"A" Lake	L29	\$ 1,716.00
"A" Lake	L30	\$ 1,404.00
"A" Lake	L31	\$ 1,638.00
"A" Lake	L32	\$ 3,042.00
"A" Lake	L33	\$ 1,482.00
"A" Lake	L34	\$ 2,808.00
"A" Lake	L35	\$ 2,574.00
"A" Lake	L36	\$ 2,028.00
"A" Lake	L37	\$ 648.00
"A" Lake	L38	\$ 1,560.00
"A" Lake	L39	\$ 2,028.00
"A" Lake	L40	\$ 780.00
"A" Lake	L41	\$ 507.00
"A" Lake	L42	\$ 507.00
"A" Lake	L43	\$ 2,184.00
"A" Lake	L44	\$ 858.00
"A" Lake	L45	\$ 741.00
"A" Lake	L46	\$ 468.00
"A" Lake	L47	\$ 1,482.00
"A" - Lake	L48	\$ 702.00
"A" Lake	L49	\$ 1,248.00
"A" - Lake	L50	\$ 8,658.00



First Year

12 Month
Price

Description	LD #	Price
"A" - Lake	L52	\$ 7,644.00
"A" - Lake	L53	\$ 2,184.00
"A" Lake	L54	\$ 1,170.00
"A" Lake	L55	\$ 624.00
"A" Lake	L56	\$ 468.00
"A" Lake	L57	\$ 390.00
"A" Lake	L58	\$ 390.00
"A" Lake	L59	\$ 624.00
"A" Lake	L60	\$ 1,638.00
"A" Lake	L61	\$ 702.00
"A" Lake	L62	\$ 1,560.00
"A" Lake	L63	\$ 1,248.00
"A" Lake	L64	\$ 1,248.00
"A" Lake	L65	\$ 1,248.00
"A" Lake	L66S	\$ 1,950.00
"A" Lake	L67	\$ 4,836.00
"A" Lake	L68	\$ 2,067.00
"A" Lake	L69	\$ 6,474.00
"A" Lake	L70	\$ 1,638.00
"A" Lake	L71	\$ 2,262.00
"A" Lake	L72	\$ 2,028.00
"A" Lake	L73	\$ 4,143.00
"A" Lake	L74	\$ 1,911.00
"A" Lake	L75	\$ 1,092.00
"A" Lake	L76	\$ 1,092.00
LAKES SUBTOTAL		\$ 160,183.00
AERATION MAINTENANCE SUBTOTAL		\$ 50,000.00

Description	First Year	
	I.D. #	12 Month Price
Conservation	1	\$3,621.89
Conservation	2	\$1,740.20
Conservation	3	\$4,835.08
Conservation	4A	\$50,356.27
Conservation	4B	\$21,787.92
Conservation	4C	\$1,608.08
Conservation	6	\$318.33
Conservation	7	\$1,294.54
Conservation	8	\$6,140.23
Conservation	9	\$1,237.95
Conservation	10	\$332.49
Conservation	11	\$590.68
Conservation	12	\$4,810.32
Conservation	14	\$63.67
Conservation	16	\$3,236.36
Conservation	17	\$919.62
Conservation	19	\$3,066.58
Conservation	20A	\$8,244.21
Conservation	20B	\$12,867.61
Conservation	21	\$2,115.13
Conservation	22	\$9,125.46
WETLAND SUBTOTAL		\$138,381.60
Structure		
Review/Reporting		\$ 800.00
Grand Total First Year:		\$349,364.60

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

Maintenance of Water Management Areas

Aquatic Management

Bid Schedule Sheet 1 of 3

November 1, 2024 thru October 31, 2025

Second Year
~~First Year~~

12 Month

Description	I.D. #	Price
"A" Lake	L1	\$ 18,252.00
"A" Lake	L2	\$ 2,340.00
"A" Lake	L3	\$ 1,872.00
"A" Lake	L4	\$ 1,014.00
"A" Lake	L5	\$ 3,354.00
"A" Lake	L6	\$ 1,638.00
"A" Lake	L7	\$ 3,432.00
"A" Lake	L8	\$ 585.00
"A" Lake	L9	\$ 1,092.00
"A" Lake	L10	\$ 1,482.00
"A" Lake	L11	\$ 5,148.00
"A" Lake	L11B	\$ 1,326.00
"A" Lake	L12	\$ 1,482.00
"A" Lake	L12B	\$ 1,950.00
"A" Lake	L13	\$ 2,340.00
"A" Lake	L14	\$ 484.00
"A" Lake	L15	\$ 1,014.00
"A" Lake	L16	\$ 780.00
"A" Lake	L17	\$ 1,872.00
"A" Lake	L18	\$ 1,014.00
"A" Lake	L19	\$ 1,014.00
"A" Lake	L20	\$ 4,836.00
"A" Lake	L21	\$ 1,170.00
"A" Lake	L22	\$ 1,560.00
"A" Lake	L23	\$ 1,794.00
"A" Lake	L24	\$ 1,248.00
"A" Lake	L25	\$ 1,404.00
"A" Lake	L26	\$ 1,560.00
"A" Lake	L 27,28	\$ 3,432.00
"A" Lake	L29	\$ 1,716.00
"A" Lake	L30	\$ 1,404.00
"A" Lake	L31	\$ 1,638.00
"A" Lake	L32	\$ 3,042.00
"A" Lake	L33	\$ 1,482.00
"A" Lake	L34	\$ 2,808.00
"A" Lake	L35	\$ 2,574.00
"A" Lake	L36	\$ 2,028.00
"A" Lake	L37	\$ 648.00
"A" Lake	L38	\$ 1,560.00
"A" Lake	L39	\$ 2,028.00
"A" Lake	L40	\$ 780.00
"A" Lake	L41	\$ 507.00
"A" Lake	L42	\$ 507.00
"A" Lake	L43	\$ 2,184.00
"A" Lake	L44	\$ 858.00
"A" Lake	L45	\$ 741.00
"A" Lake	L46	\$ 468.00
"A" Lake	L47	\$ 1,482.00
"A" - Lake	L48	\$ 702.00
"A" Lake	L49	\$ 1,248.00
"A" - Lake	L50	\$ 8,658.00

12 Month

Description	I.D. #	Price
"A" - Lake	L52	\$ 7,644.00
"A" - Lake	L53	\$ 2,184.00
"A" Lake	L54	\$ 1,170.00
"A" Lake	L55	\$ 624.00
"A" Lake	L56	\$ 468.00
"A" Lake	L57	\$ 390.00
"A" Lake	L58	\$ 390.00
"A" Lake	L59	\$ 624.00
"A" Lake	L60	\$ 1,638.00
"A" Lake	L61	\$ 702.00
"A" Lake	L62	\$ 1,560.00
"A" Lake	L63	\$ 1,248.00
"A" Lake	L64	\$ 1,248.00
"A" Lake	L65	\$ 1,248.00
"A" Lake	L66S	\$ 1,950.00
"A" Lake	L67	\$ 4,836.00
"A" Lake	L68	\$ 2,067.00
"A" Lake	L69	\$ 6,474.00
"A" Lake	L70	\$ 1,638.00
"A" Lake	L71	\$ 2,262.00
"A" Lake	L72	\$ 2,028.00
"A" Lake	L73	\$ 4,143.00
"A" Lake	L74	\$ 1,911.00
"A" Lake	L75	\$ 1,092.00
"A" Lake	L76	\$ 1,092.00
LAKES SUBTOTAL		\$ 160,183.00
AERATION MAINTENANCE SUBTOTAL		\$ 50,000.00

November 1, 2024 thru October 31, 2025

Second Year
~~First Year~~

12 Month
 Price

Description	I.D. #	12 Month Price
Conservation	1	\$3,621.89
Conservation	2	\$1,740.20
Conservation	3	\$4,835.08
Conservation	4A	\$50,356.27
Conservation	4B	\$21,787.92
Conservation	4C	\$1,680.08
Conservation	6	\$318.33
Conservation	7	\$1,294.54
Conservation	8	\$6,140.23
Conservation	9	\$1,237.95
Conservation	10	\$332.49
Conservation	11	\$590.68
Conservation	12	\$4,810.32
Conservation	14	\$63.67
Conservation	16	\$3,236.36
Conservation	17	\$919.62
Conservation	19	\$3,066.58
Conservation	20A	\$8,241.21
Conservation	20B	\$12,867.61
Conservation	21	\$2,115.13
Conservation	22	\$9,125.46
WETLAND SUBTOTAL		\$138,381.60
Structure Review/Reporting		\$ 800.00
Grand Total First Year:		\$349,364.60

AIA[®] Document A310[™] - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Earthbalance Corporation

2570 Commerce Parkway
North Port, FL 34289

OWNER:
(Name, legal status and address)
Mediterra Community Development District
9220 Bonita Beach Road, Suite #214
Bonita Springs, FL 34135

BOND AMOUNT: (5%) Five Percent of Amount Bid

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

Maintenance of Water Management Areas
Aquatic and Wetland Management within the District, Collier & Lee Counties, FL

SURETY:
(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105-2478

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


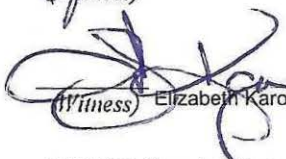
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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 25th day of September 2023


(Witness)

(Witness) Elizabeth Karoly, Witness

Earthbalance Corporation
(Principal)  *(Seal)*
(Title) Vice President
Swiss Re Corporate Solutions America Insurance Corporation
(Surety)  *(Seal)*
(Title) Lisa A. Roseland, Attorney-in-Fact & Florida Licensed Resident Agent

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Inquiries: (407) 786-7770

Init.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, GLORIA A. RICHARDS, CHERYL A. FOLEY,
LISA A. ROSELAND, EMILY J. GOLECKI, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN, NATHAN K. REICH, and SARAH O'LINN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of September, 20 23.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



FLORIDA SURETY BONDS, INC.

Phone 407-786-7770

Maitland, FL



Firm Description

EarthBalance[®] is an *ecosystem restoration and environmental consulting firm* providing services throughout the United States and U.S. Virgin Islands. We are one of the Country's leading ecological restoration firms, specializing in restoring, creating, and managing natural areas. We provide materials and services to restore and protect land with native habitats, including wetlands, shorelines, and other lands regulated for environmental protection. Our core services are Nuisance and Exotic Plant Control, Beach Revegetation, Native Planting, Native Nursery and Plant Production, Habitat Restoration, Natural Area Maintenance, Native Upland Seeding, Mangrove Trimming, Environmental Consulting, GIS Mapping, and Mitigation Banking. EarthBalance[®] owns and operates a native plant nursery and we specialize in growing native and salt-tolerant grasses. We also harvest native seed for planting on large upland restoration areas.

EarthBalance[®] is a 100% employee-owned company, and we have been in business for over 30 years. Our FEIN number is 59-2612208. Because our professional staff and crew members are owners, we bring an owner-mentality to how we do work and believe in operating our company by three guiding principles: respect, teamwork, and excellence for both us and our clients. We have worked hard to acquire proper levels of insurance and have achieved a bonding capacity of \$7 million individual and \$20 million aggregate.

We have experienced professional project managers, an in-house workforce, and equipment specialized for use in sensitive areas. We currently have 73 full-time employees that are fully trained to execute the work. A total of 9 personnel will be assigned to the contract, this will include one (1) Project Manager, (1) Assistant Project Manager, (1) Technical Administrator, and a six (6)-man field crew. Our Corporate office is located at 2570 Commerce Parkway, North Port, Florida 34289, with other offices in Kissimmee, Nocatee, and locally at Fort Myers, Florida (Business Tax Receipt Number 9402884 and will be renewed on September 30, 2023). The main office line can be reached at (941) 426-7878.

Our staff includes a multidisciplinary team of biologists, ecologists, wetland scientists, and GIS/AutoCAD specialists who are proficient in restoration design, evaluation, wetland enhancement, exotic and nuisance plant control, native planting, and ongoing maintenance. Each office has crew members and equipment for us to reach projects in different locations and minimize mobilization costs. We schedule resources from multiple offices when we need a larger specialized workforce or for out-of-town work. We make full use of our resources from each of our regional offices and develop project teams to match the challenges of each project.

To help foster teamwork and productivity, EarthBalance[®] utilizes mobile and online technologies such as a company app and SharePoint. The company app allows for push notifications such as the monthly safety topic to reach employees in real time, meaning that even the crew in the field will have up-to-date information. SharePoint is a cloud-based sharing and collaboration tool, where information like the schedule variance report or project load lists are uploaded so they can easily be accessed anywhere in the field.

EarthBalance[®] uses the principles of project management and scientific expertise to successfully restore and manage natural systems. Our ecological engineering approach utilizes natural processes to achieve project objectives. We are on the forefront of the ecosystem restoration industry and have experience completing multi-million-dollar restoration projects.



EarthBalance[®] has a strong commitment to research and development, and a diverse and experienced team of restoration experts. We are committed to large-scale habitat restoration, which we believe is most achievable by finding efficiencies of scale.

SAFETY, SAFETY, SAFETY

EarthBalance[®] minimizes risk by *strict* enforcement of safety policies and procedures, USLH and Jones Act Insurance for on or near water activities, and DOI safety certification for airboat operators. Key staff members are also certified in first aid and CPR. EarthBalance[®] has an excellent safety rating with an Experience Modification Rating (EMR) of 0.64. We hold daily tailgate safety meetings on project sites, electronically distribute monthly safety topics, provide periodic company-wide safety and training sessions, and encourage crew members to watch over each other through a safety incentive program. Our safety goal is simple: we want each employee of EarthBalance[®] to return home safely every day.

Through our experience, we have refined our techniques, equipment, transportation methods, supervision, and crew training. We inspect equipment and chemicals each day before leaving for the job site. At the start of any project, our licensed applicator (crew supervisor) and crew leader will orient the crew to the challenges of the project area, target species, native species, proper treatment techniques, safety considerations, transportation methods, and emergency considerations. We provide this orientation as well as daily safety meetings to discuss site-specific hazards at no cost to the client. We have refined our approach to ensure that both the crew supervisor and crew leader are aware of all aspects of the project to provide backup leadership to ensure that the project continues efficiently should one leader become ill or injured.

As a result of the remote nature of many project sites, safety procedures are closely monitored. The ground crew supervisor will hold daily safety meetings and inspect all crew to make sure they have the proper equipment and adequate water supply for the day. The crew supervisors will carry adequate first aid kits. Each buggy or airboat will be equipped with a cell phone and other two-way communications. Safety logs are turned into our Company Safety Representative on a weekly basis. Any injuries or other safety incidents occurring on this project will be immediately reported to our Company Safety Representative and the COR (following any necessary calls to emergency personnel).

EarthBalance[®] crew members are provided personal protection equipment (PPE) and at a minimum will be outfitted with long-sleeved safety-orange shirts, gloves, boots/waders, shin guards, working cell phones (or two-way radio if reception is poor), and ANSI certified safety glasses. Additional project specific safety equipment, such as chainsaw protection, is provided to the crew members when required. Spray equipment will be high-quality material, tested, and calibrated prior to entering the project area. Crew Supervisors will be certified by the American Red Cross in First Aid, AED, and CPR techniques and each vehicle will be equipped with a first aid kit. Excess herbicide, equipment, personal belongings, etc. will be secured in a locked vehicle/trailer.

Methods

EarthBalance[®] fights exotic plant invasion with techniques appropriate to protect and manage natural ecosystems. Our philosophy is to use the least damaging technique and herbicide that will achieve the desired result, and to always think of a long-term solution to avoid repetitive



treatments. Our customized solutions include selective hand removal of exotic plants in highly sensitive areas, selective spraying of herbicide on exotic or invasive vegetation, and mechanical removal. Invasion of exotic plants or nuisance plants often follows some environmental change that must be corrected to sustain control of these unwanted plants. We work with land managers to identify the factors we can correct to make long-term control achievable for the least cost.

For foliar applications, equipment such as handheld spray bottles, backpack sprayers, or single hose vehicle mounted spray tanks will be used. The proper herbicide will be mixed with the required adjuvants such as surfactants and tracer dye. Foliar applications will be performed selectively to minimize non-target damage or broadcast where damage to non-target vegetation is not a concern, or a selective herbicide is used. Typical species treated by this method may include seedlings and saplings of Brazilian pepper (*Schinus terebinthifolia*), melaleuca (*Melaleuca quinquevervia*), tropical soda apple (*Solanum viarum*), other invasive exotic trees and shrubs, and most herbaceous invasive exotics.

For basal bark treatment, the herbicide is typically applied using a handheld spray bottle or backpack. The herbicide will be applied directly to the bark approximately 12-15 inches above the ground around the circumference of the main stem(s) of each tree or shrub. Species treated by this method may include Brazilian pepper, earleaf acacia (*Acacia auriculiformis*), castor bean (*Ricinus communis*), and primrose willow (*Ludwigia spp.*).

For the frill-and-girdle method, the cambium will be completely cut around the entire circumference of the tree with the cuts angled downward to prevent herbicide runoff. Herbicide will be applied to the cut using either a backpack or handheld spray bottle. Typical species treated by this method include melaleuca and Australian pine (*Casuarina equisetifolia*).

EarthBalance[®] employs standard decontamination protocols for equipment and personnel prior to entering or leaving the properties and new treatment areas. This includes, but is not limited to, washing equipment and vehicles regularly and making sure all crew members change work clothes daily to prevent the spread of seed and spores. Chemical containers, trash, and debris created by field crew will be disposed of properly at the end of each workday.

EarthBalance[®] applies the highest technology available to restore, protect, and maintain natural systems. Our use of GIS and related technologies exemplifies this commitment. Because much environmental and spatial data are already available from public agencies, accessing this data saves time and money, while assuring consistency. With GIS, we can collect and store geographically referenced data about the environmental features on the property where we are working.

Our crews use hand-held GIS units to track their daily activity. These data are reviewed to maximize coverage of the site and minimize overlap. Supervisors and Project Managers have iPads with project information and aerial imagery downloaded to allow GIS tracks to be monitored daily. All supervisors also have a smart phone for safety and to monitor changing weather conditions.

We offer a wide range of GIS-based environmental services, including aerial photographic habitat mapping, cultural site mapping, mapping for environmental assessments and management plans, flora and fauna inventories and monitoring, and development of geospatial databases for project sites.



Operations

EarthBalance[®] has an operations center on 18 acres in Nocatee, Florida. The Nocatee Operations Center houses much of our equipment and our native plant nursery. We have an extensive array of equipment including swamp buggies, tractors, skid steer, mulching skid steer, native seeding equipment, ATVs/UTVs, airboats, and motorboats. Our mechanics run routine maintenance on our equipment to ensure we are running at full capability. Often the equipment cannot be moved when it breaks down, so our mechanics are experienced in repairing equipment in the field.

Our Project Managers are degreed professionals with extensive education and training in the environmental sciences, including specialties in botany, wetland hydrology, protected species, and natural resources management. Our Project Managers and Crew Supervisors are licensed to apply approved herbicides in sensitive habitats. Our in-house labor force is trained in safety and native and exotic plant identification. Our crew members are employee owners and make up 70% of our company. We believe having trained in-house crew members sets our company apart. It allows us to implement complex restoration plans effectively and successfully in sensitive environments with greater predictability. If it is necessary to supplement our crews with temporary labor, we're able to obtain individuals with previous experience working in similar habitats, and they'll be mixed in with our experienced crew to ensure proper and consistent oversight.

Experience

EarthBalance[®] has completed numerous nuisance/exotic maintenance projects for local governments including Annual Maintenance of Water Management Areas for the Bayside Improvement and Bay Creek Community Development Districts, as well as for the WildBlue Community Development District. EarthBalance[®] has also been providing vegetation management services to Mediterra Community Development District for almost two decades. This has included littoral planting around numerous lakes, preserve maintenance, and hurricane debris removal.

EarthBalance[®] is also a prime contractor under long-term contracts, such as Exotic Vegetation Removal for Collier County, Environmental Maintenance – Annual for Lee County, Vegetation Removal, Minor Excavation, Planting and Maintenance Services for Manatee County, Professional Services Library Contract for Charlotte County, and Nuisance Plant Management Services for Sarasota County. We also hold long-term vegetation management contracts with the U.S. Fish and Wildlife Service and National Park Service, as well as being an approved Invasive Plant Management Contractor for the Florida Fish and Wildlife Conservation Commission Upland Invasive Plant Management Program. We have included with this proposal project summaries for similar contracts with reference information.

Team

EarthBalance[®] will provide the maintenance of the wetland management areas and will be teaming with Crosscreek Environmental for the aquatic management areas maintenance. Crosscreek Environmental is headquartered in Palmetto, Florida and for over a decade has been the leader in quality lake and wetland management services throughout Florida. Crosscreek Environmental sets the standard in providing a unique approach to customize and deliver exceptional service to private, commercial and government customers in all aspects of aquatic vegetation management. The primary services offered by Crosscreek Environmental include



Aquatic Weed and Algae Control, Wetland Planting and Restoration, Wetland Maintenance and Monitoring, Exotic/Nuisance Plant Control, Fish Stocking and Other Lake Services, Fountains and Aeration Systems, Shoreline Restoration & Erosion Control, and Stormwater Systems Restoration and Maintenance.

All Crosscreek Environmental managers and spray technicians are required to be licensed to apply pesticides within the state they are working, and they are all trained annually in identification and application techniques for aquatic vegetation management. Their staff of highly trained technicians and service managers are ready to provide quality service and complete customer satisfaction. Their Cape Coral Branch is conveniently located near Mediterra Community Development District and will be adequately equipped with industry-leading service fleet of specialized treatment vehicles and personnel to complete this project. Their philosophy includes rigorous training and safety programs. They are an active participant in numerous national and industry-specific safety organizations and have a drug-free workplace with a zero-tolerance policy.

Crosscreek Environmental pays particular attention to environmental stewardship. As part of our environmental stewardship, Crosscreek Environmental assesses herbicides for environmental load. Environmental load is defined as the lowest amount of active ingredient to produce the desired result. Spray Technicians are required to follow all label requirements and only use the rate of product necessary to accomplish the desired results. Carried out correctly, carefully constructed environmental programs can greatly enhance the services of their partner companies.



September 21, 2024

Mediterra Community Development District
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135

Subject: Maintenance of Water Management Areas
List of Subcontractors

To Whom It May Concern:

EarthBalance® will be working utilizing the services of Crosscreek Environmental, Inc., 2634 NE 9th Ave., Cape Coral, FL 33909, for the lake maintenance portion of the contract. Resumes, licensing, and project references are incorporated into the appropriate sections of this proposal.

Sincerely,

Cristine Borowski

Cristine Borowski
Vice President of Business Management


2570 Commerce Parkway
North Port, FL 34289
(941) 426-7878
www.earthbalance.com

Bayside and Bay Creek CDD Maintenance of Water Management Areas

Project Location: Lee County, Florida
Project Owner: Bayside Improvement Community Development District
Project Contact: c/o Wrathell, Hunt and Associates, LLC
Cleo Adams, District Manager
9220 Bonita Beach Road Suite 214, Bonita Springs, FL 34135 US
(239) 989-2939
Cleo.Adams@whhassociates.com

EarthBalance Position: Prime
Project Manager: James Barron
Contract Amount: \$109,214.44
Contract Dates: October 1, 2021 -September 30, 2023

Project Description

EarthBalance® supplied the labor and materials necessary for the completion of required water management areas maintenance and monitoring of wetland and conservation areas of Bayside Improvement and Bay Creek Community Development Districts Bonita Springs, Florida. This contract included semi-annual chemical/mechanical removal of all listed Category I and II Florida Invasive Species Council's (FISC) 2019 "List of Invasive Plant Species" within 42 wetland preserves and mangrove trimming within the Spring Creek Tributary. This also included the removal of weeds from below the water level around the perimeters of the wetlands and wetland prairies, leaving beneficial and "attractive" (as designated by the Client) plant species to allow development in these areas. Care was taken to ensure that control measures did not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves, or vegetated pond banks. In addition, EarthBalance® removed weeds, exotics, and other nuisance vegetation from littoral zones.

WildBlue Community Development District 2022-2023 Maintenance of Water Management Areas

Project Location: Lee County, Florida
Project Owner: WildBlue Community Development District
Project Contact: Chesley "Chuck" E. Adams jr., Director of Operations
c/o Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Road, Suite 214, Bonita Springs, FL 34135 US
(239) 464-7114
adamsc@whhassociates.com

EarthBalance Position: Prime
Project Manager: James Barron
Contract Amount: \$164,499.99
Contract Dates: August, 2022 - February, 2023

Project Description

EarthBalance® supplied the labor and materials necessary for the completion of required water management areas maintenance and monitoring of wetland and conservation areas of WildBlue Community Development District in Lee County, Florida. This contract included semi-annual chemical/mechanical removal of all listed Category I and II Florida Invasive Species Council's (FISC) 2019 "List of Invasive Plant Species" within Wetland Preserves AB, CD, GH, E and F. This also included the removal of weeds from below the water level around the perimeters of the wetlands and wetland prairies, leaving beneficial and "attractive" (as designated by the Client) plant species to allow development in these areas. Care was taken to ensure that control measures did not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves, or vegetated pond banks. In addition, EarthBalance® removed weeds, exotics, and other nuisance vegetation from littoral zones.

Sienna Park Wetland Maintenance and Monitoring

Project Location: Sarasota County, Florida
Project Owner: Sienna Park at University Owners Association Inc.
Project Contact: Chris Kemper, Director
1551 Lakefront Dr., Suite 200
Sarasota, FL 34240
(941) 202-4300
ckemper@MIHOMES.com

EarthBalance Position: Prime
Project Manager: Calvin Serviss
Contract Amount: \$47,200.00
Contract Dates: July, 2021 - May, 2024

Project Description

EarthBalance® is providing the labor and materials necessary for quarterly nuisance/exotic plant maintenance with semi-annual monitoring/reporting for the first year and semi-annual maintenance and monitoring for years 2 and 3 for a total of 8 events for the wetland preserve areas as well as the non-sodded common space area and the natural area across the creek at Sienna Park in Sarasota County, Florida. Methods include kill-in-place herbicide treatment of all Category I and II species listed on the 2019 Florida Exotic Pest Plant Council's "List of Invasive Plant Species". Monitoring reports will be sent to Sarasota County on a semi-annual basis.



Relevant Experience

We would like to offer the following relevant specific references, which show the diversity of skills we can bring to this project. Additionally, it should be noted that we manage over a thousand (1,000) waterways in the State of Florida, servicing over five hundred (500) customers annually.

Job Title: **Exotic Vegetation Control Contact**
Owner/Owner's Rep: Isles of Collier Preserve
Work Performed: Herbicide application to control exotics in preserves, buffers & waterways, ditches, and swale areas, 200+ AC Lakes.
Contract Amount: \$600,000.00+
Work Completed On: In Progress
Contact: Jayne Concialdi
Phone: (239) 732-0842

Job Title: **Pond Management**
Owner/Owner's Rep: Gateway CDD
Work Performed: Monthly aquatic and vegetation control on ponds, as well as aquatic planting and shoreline restoration.
Contract Amount: \$205,000.00
Work Completed On: In Progress
Contact: Elle Harris
Phone: (239) 561-1313

Job Title: **Lakes and Littorals**
Owner/Owner's Rep: Fiddlesticks Country Club
Work Performed: Monthly aquatic and vegetation control for lakes and littorals.
Contract Amount: \$100,000.00+
Work Completed On: In Progress
Contact: Gabe Gallo
Phone: (239) 768-2332

Job Title: **Pond Maintenance**
Owner/Owner's Rep: TPC Prestancia
Work Performed: Monthly aquatic and vegetation control on ponds, as well as aquatic planting and shoreline restoration.
Contract Amount: \$70,000.00+
Work Completed On: In Progress
Contact: Clive Burnett
Phone: (941) 927-1946

JAMES BARRON, PROJECT MANAGER (PRIME)

BACKGROUND Mr. James Barron effectively manages the efficient and accurate completion of large-scale ecosystem restoration projects in some of the most vulnerable ecosystems in Florida, including Corkscrew Swamp Sanctuary and Big Cypress National Preserve, Congressionally designated wilderness, part of the Great Florida Birding and Wildlife Trail. He has proven competency in ecosystem restoration and invasive species management. Mr. Barron has extensive knowledge in various treatment methods and patterns, the identification of exotic plant species and how to differentiate them from lookalike native plant species. He manages and schedules his projects with the use of Deltak VantagePoint software, resulting in superior project performance, meeting all contract requirements.

EDUCATION ALLEGHENY COLLEGE — MEADVILLE, PA — BS, ENVIRONMENTAL GEOLOGY
BS, ENVIRONMENTAL SCIENCE

LICENSES & CERTIFICATIONS

- State of Florida Commercial Applicator License – Aquatic and Natural Areas
- American Red Cross First Aid/CPR/AED
- OSHA 30hr General Industry

PROJECT EXPERIENCE

FISHEATING CREEK WMA EXOTICS TREATMENTS

Project Manager for the ongoing maintenance treatment of select species, including Brazilian pepper (*Schinus terebinthifolia*), Australian pine (*Casuarina spp.*), and aquatic soda apple (*Solanum tampicense*) on 7,664.24 acres of Fisheating Creek Wildlife Management Area in Galdes County, Florida. Work was completed by a six-man crew utilizing a swamp buggy, ATVs with 26-gallon spray rigs, UTV with 50-gallon spray rig, and backpack sprayer.

HOLEY LAND WMA TOE OF THE BOOT EXOTIC PLANT CONTROL

Project Manager for both initial and ongoing maintenance treatment of Old-World climbing fern (*Lygodium microphyllum*) and Brazilian pepper (*Schinus terebinthifolia*) on 440 acres of the Toe of the Boot unit within Holey Land WMA in Palm Beach County, Florida. Work was completed by a six-man crew utilizing chainsaws, a Marsh Master, 50-gallon spray rig, and backpack sprayers.

FAKAHATCHEE STRAND PRESERVE STATE PARK LYGODIUM

Project Manager for the ongoing maintenance treatment of Old-World climbing fern (*Lygodium microphyllum*) on 548 acres of Fakahatchee Strand Preserve State Park in Collier County, Florida. Work was completed by a six-man crew utilizing chainsaws, a UTV, and backpack sprayers.

MERRITT ISLAND NATIONAL WILDLIFE REFUGE S-BAND MELALEUCA REMOVAL

Project Manager for the ongoing maintenance treatment of melaleuca (*Melaleuca quinquenervia*) on 235 acres of Merritt Island National Wildlife Refuge in Brevard and Volusia Counties, Florida. Work was completed by a six-man crew utilizing backpack sprayers.

JOHN U. LLOYD BEACH STATE PARK MIZELL-JOHNSON PLANT CONTROL (18277.98)

Project Manager for both initial and ongoing maintenance treatment of select species, including day jessamine (*Cestrum diurnum*), scaevola (*Scaevola taccada*), and carrotwood (*Cupaniopsis anacardioides*), on 113.50 acres of Dr. Von D Mizell-Eula Johnson State Park in Broward County, Florida. Work was completed by a six-man crew utilizing a UTV and backpack sprayers.



Project Management

George Bowling/ General Manager

Mr. Bowling has twenty+ (20+) years' experience with aquatic vegetation management and is the General Manager of the Fort Myers office. He oversees all operations of the branch including scheduling, staffing and budgeting of projects and is certified as a Stormwater Management Inspector.

James Sheeran/ Lead Spray Technician

Mr. Sheeran has more than twenty (20) years of experience and education in aquatic vegetation management. Mr. Sheeran is responsible for safety compliance for all the spray technicians in the Fort Myers branch and training of personnel in proper herbicide application techniques and safety procedures.

Crosscreek Environmental is experienced at managing multiple aquatic projects for several customers across Florida. Our managers will simply incorporate this project into the scheduling with other current projects to allow for completion in a timely fashion. Personnel and equipment can be drawn from other locations to ensure the proper staffing for this project. Crosscreek Environmental is dedicated to providing the resources necessary to complete this project in the required timeframe.

COMMERCIAL APPLICATORS LICENSES

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21738

ORTIZ, SERGIO HERREJON Categories
21

Issued: December 22, 2020 Expires: June 30, 2024

Sergio Ortiz Nicole Fried
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM22689

SERVISS, CALVIN JACOB Categories
21

Issued: February 7, 2022 Expires: January 31, 2026

Calvin Jacob Nicole Fried
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23887

ZAMORA, ALEJANDRO Categories
21

Issued: October 7, 2019 Expires: October 31, 2023

Alejandro Zamora Nicole Fried
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23947

CERDA, ALVARO LANA Categories
21

Issued: January 31, 2020 Expires: December 31, 2023

Alvaro LANA Nicole Fried
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM17292

HENSEL, CHRISTINA MARIE Categories
21, 6, 5A, 2, 3

Issued: May 20, 2021 Expires: June 30, 2025

Christina Hensel Nicole Fried
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26456

ALBERT, TYSON WESLEY Categories
5A, 6

Issued: December 17, 2019 Expires: December 31, 2023

Tyson Wesley Nicole Fried
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26048

BARRON ALTAMIRANO, ENRIQUE Categories
21, 6

Issued: April 19, 2023 Expires: April 30, 2027

Enrique Barron Wilton Simpson
Signature of Licensee WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27272

PIKE, MADELINE Categories
21

Issued: November 11, 2021 Expires: November 30, 2025

Madeline Pike Nicole Fried
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

COMMERCIAL APPLICATORS LICENSES

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20664

LAROQUE, JAMES ANDERSON
2570 COMMERCE PARKWAY
NORTH PORT, FL 34289
Categories
21

Issued: October 25, 2022 Expires: September 30, 2026

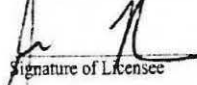
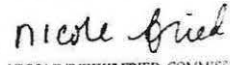
 
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23255

BANDA, JUAN J
Categories
21

Issued: December 2, 2022 Expires: November 30, 2026


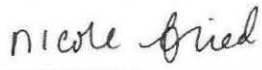
 
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM22735

DURINICK, WILLIAM D
Categories
5A, 21, 6

Issued: March 11, 2022 Expires: February 28, 2026



 
Signature of Licensee (Mar 14, 2022 12:43 EDT) NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26583

ORTIZ, JUAN CARLOS
2570 COMMERCE PKWY
NORTH PORT, FL 34289
Categories
21

Issued: March 4, 2020 Expires: March 31, 2024

 
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27508

JOINT, KYLE
2570 COMMERCE PARKWAY
NORTH PORT, FL 34289
Categories
6

Issued: June 2, 2022 Expires: June 30, 2026

 
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM25261

BARRON, JAMES
2570 COMMERCE PARKWAY
NORTH PORT, FL 34289
Categories
21, 6

Issued: February 2, 2022 Expires: January 31, 2026

 
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27843

BOYCE JR, CHRISTOPHER J
2570 COMMERCE PKWY
NORTH PORT, FL 34289
Categories
6, 21

Issued: February 21, 2023 Expires: February 28, 2027

 
Signature of Licensee WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM25780

MILLER, SCOTT HUNTER
Categories
21

Issued: November 3, 2022 Expires: October 31, 2026

 
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



Licensing

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
STORMWATER, EROSION, AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM**

George Bowling

August 4, 2005 Inspector #10232
QUALIFIED STORMWATER MANAGEMENT INSPECTOR

**Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20467**

BOWLING, GEORGE JOSEPH Categories
5600 SW 12TH PLACE 5A, 21
CAPE CORAL, FL 33914

Issued: June 20, 2022 Expires: June 30, 2026

George Bowling *Nicole Fried*
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

**Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26536**

TRAHAN, JEREMY PAUL Categories
2975 TIGER CIRCLE 5A, 6
BARTOW, FL 33830

Issued: February 7, 2020 Expires: February 29, 2024

Jeremy Trahan *Wilton Simpson*
Signature of Licensee WILTON SIMPSON, COMMISSIONER
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

**Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24645**

SHEERAN, JAMES THOMAS Categories
3666 GOLF CART DR 5A
N PORT MYRS, FL 33917

Issued: January 20, 2021 Expires: January 31, 2025

James Sheeran *Nicole Fried*
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



EarthBalance[®]

Company Owned Equipment

Vehicles

42	4-wheel drive pickup trucks - F150s, F250s, F350s, & Dodge Rams
7	Swamp buggy
3	15-passenger van
1	Dodge Ram 3500 flatbed truck
4	Passenger vehicles
3	F350, F450, F550 dump trucks

Trailers

5	Gooseneck trailers – to mobilize tractors & attachments
7	Equipment trailers
25	Utility trailers
3	Dump trailer
11	Cargo trailers (Enclosed)

ATVs

34	Honda/Polaris 4x4 ATVs
2	Kawasaki mules
2	Suzuki 4x4 ATVs
15	Polaris/ John Deere UTV's

Tractors/Skid Steers and Attachments

1	New Holland 4x4, 60 HP & 70 HP
1	Kubota tractor 4WD, 84 PTO 4-cylinder engine, hydraulic shuttle
1	Kubota tractor w/ front loader, fixed bar scanner & rotary cutter
2	John Deere 3038 E tractor w/ Frontier Disc, Frontier Mower, 305 Loader attachments
4	Skid steers w/ bucket, root grapple, & fork attachments
2	Grasslander seeder
2	Takeuchi : TL10 with Mower / Mulcher
4	Flail-Vac seed harvesters
1	Dixie chopper mower
1	Landscape rake
1	Takeuchi TL12R2 with Fecon Mulching Head
1	Marsh Master MM2

Boats (with trailers)

8	Airboats equipped w/ custom spray equipment
4	Jon boat
2	21-foot Carolina skiff
2	14-foot Carolina skiff
1	24-foot Pathfinder Bay Boat

Chipper

2	Vermeer chipper w/ trailer
---	----------------------------

Herbicide Sprayers

8	Gas power skid sprayers
15	25-gallon electric chemical sprayers
8	50-gallon chemical sprayers w/ skid frame
85	Backpack sprayers
1	100-Gallon Skid Sprayer
1	250- Gallon Skid Sprayer

Water Equipment

2	1,000-gallon water tanks
2	500-gallon water tank
8	2-inch water pumps

Hand Equipment

10	Stihl BT 131 Augers
38	Stihl Drills MBT 45
3	Stihl HS 80 hedge trimmers
45	Chainsaws
20	Polesaws
4	Stihl Brush Cutter FS 460
13	Stihl backpack blower
1	Honda pressure washers

Specialty Equipment

2	ProDSS Water Quality Meters, Licor LI-250A light meter, Licor Underwater Quantum Sensor
1	RICOH GPS Camera System
188	Garmin Etrex 10 GPS Trackers
1	Olympus GPS Camera System

GIS and Computer Support Equipment

3	ArcGIS workstations
1	Esri ArcGIS Spatial Analyst Extension
1	AutoCAD Map 3D 2023
1	Trimble GeoXT 2008 Series

Cloud-based Computer Capabilities

EarthBalance[®] utilizes the latest Cloud technology to manage, maintain, and protect our project and business data. Our Cloud servers are equipped with triple redundancy, ensuring that we will never lose our data. Being on the Cloud allows staff to access data anywhere at any time and allows us to keep working even if an emergency situation such as a hurricane impacts an office.

Equipment

Crosscreek Environmental has one of the most extensive and diversified groups of equipment that has been custom designed for Lake and Wetland Management. This includes:

- 12 4-wheel drive Pickup Trucks
- 4 Custom Built Spray Boats
- 2 Custom Built Airboats
- 6 Custom Built Spray Mules
- 2 High-Capacity Spray Skids
- 1 Menzi Machine





September 21, 2024

Mediterra Community Development District
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135

Subject: Maintenance of Water Management Areas
Fully Trained Personnel Agreement

To Whom It May Concern:

EarthBalance® agrees that only fully trained personnel will be assigned to this contract, except those trainees working under direct and continuous supervision for brief periods not in excess of one month or until certified as completed training.

Sincerely,

A handwritten signature in black ink that reads "Cristine Borowski".

Cristine Borowski
Vice President of Business Management

The EarthBalance logo, consisting of a green leaf icon and the text "EarthBalance".
2570 Commerce Parkway
North Port, FL 34289
(941) 426-7878
www.earthbalance.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
EARTHBALANCE CORPORATION

Filing Information

Document Number	H84315
FEI/EIN Number	59-2612208
Date Filed	11/04/1985
Effective Date	11/01/1985
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/30/2013
Event Effective Date	NONE

Principal Address

2570 COMMERCE PARKWAY
NORTH PORT, FL 34289

Changed: 09/13/2016

Mailing Address

JACK O. HACKETT II
99 NESBIT STREET
PUNTA GORDA, FL 33950

Changed: 03/31/2015

Registered Agent Name & Address

HACKETT, JACK O, II
FARR LAW FIRM
99 NESBIT STREET
PUNTA GORDA, FL 33950

Name Changed: 04/29/2013

Address Changed: 03/31/2015

Officer/Director Detail

Name & Address

Title COB, D

ROSS, DONALD H
2570 COMMERCE PARKWAY
NORTH PORT, FL 34289

Title P, CEO, D

LAROQUE, SARAH J
2570 COMMERCE PARKWAY
NORTH PORT, FL 34289

Title VPTD

WALTIMYER, WADE R
2570 COMMERCE PARKWAY
NORTH PORT, FL 34289

Title D

STEVENS, M. GRAY
2570 COMMERCE PARKWAY
NORTH PORT, FL 34289

Title VP/S

BOROWSKI, CRISTINE A.
2570 COMMERCE PARKWAY
NORTH PORT, FL 34289

Title VP

SANDSMARK, ERIK T
2570 COMMERCE PARKWAY
NORTH PORT, FL 34289

Annual Reports

Report Year	Filed Date
2021	04/21/2021
2022	04/28/2022
2023	04/25/2023

Document Images

04/25/2023 -- ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
04/21/2021 -- ANNUAL REPORT	View image in PDF format
06/10/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/27/2018 -- ANNUAL REPORT	View image in PDF format
01/13/2017 -- ANNUAL REPORT	View image in PDF format

09/08/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
08/22/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/13/2016 -- ANNUAL REPORT	View image in PDF format
04/14/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/31/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
12/30/2013 -- Amendment	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
04/21/2011 -- ANNUAL REPORT	View image in PDF format
04/28/2010 -- ANNUAL REPORT	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
06/29/2009 -- ANNUAL REPORT	View image in PDF format
04/15/2009 -- ANNUAL REPORT	View image in PDF format
05/12/2008 -- ANNUAL REPORT	View image in PDF format
04/21/2008 -- ANNUAL REPORT	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
02/14/2007 -- Amendment	View image in PDF format
04/24/2006 -- ANNUAL REPORT	View image in PDF format
09/06/2005 -- ANNUAL REPORT	View image in PDF format
05/10/2004 -- Off/Dir Resignation	View image in PDF format
04/27/2004 -- Name Change	View image in PDF format
04/16/2004 -- ANNUAL REPORT	View image in PDF format
04/30/2003 -- ANNUAL REPORT	View image in PDF format
01/09/2003 -- Share Exchange	View image in PDF format
01/03/2003 -- Amendment	View image in PDF format
04/09/2002 -- ANNUAL REPORT	View image in PDF format
04/28/2001 -- ANNUAL REPORT	View image in PDF format
04/26/2000 -- ANNUAL REPORT	View image in PDF format
04/16/1999 -- ANNUAL REPORT	View image in PDF format
05/07/1998 -- ANNUAL REPORT	View image in PDF format
02/14/1997 -- ANNUAL REPORT	View image in PDF format
03/13/1996 -- ANNUAL REPORT	View image in PDF format



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2023

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 Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701		CONTACT NAME: Certificates/Commercial Lines PHONE (A/C, No, Ext): 727-522-7777 E-MAIL ADDRESS: certificates@w3ins.com		FAX (A/C, No): 727-521-2902
INSURED EarthBalance Corporation dba Earthbalance 2570 Commerce Parkway North Port FL 34289		INSURER(S) AFFORDING COVERAGE		NAIC #
EARTCOR-01		INSURER A : FCCI Ins. Co.		10178
		INSURER B : National Trust Ins. Co.		20141
		INSURER C : Homeland Ins Co of New York		34452
		INSURER D : Amerisure Ins. Co.		19488
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 676631477


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 <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Primary Non Cont			GL10002827505	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA100007934300	8/23/2022	8/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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 checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10001683606	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	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 <input type="checkbox"/> N <input type="checkbox"/> N/A			WC209646707	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER U.S.L.H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional / Pollution Liab Retro Date 2/18/1997 Excess Liab			7930075900005	2/18/2023	2/18/2024	Each Claim/Aggregate Deductible \$2M/\$2M Per Occurrence/Aggreg 15,000 \$5M/\$5M

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only	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 
-------------------------------	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



May 3, 2023

RE: EarthBalance Corporation
2570 Commerce Parkway
North Port, FL 34289

To Whom It May Concern,

EarthBalance Corporation have been clients of the bank since 2018. They maintain deposit and credit accounts and all accounts are in good financial standing.

Please let me know if you require any additional information.

Sincerely,

Frank Santora
Commercial Banking Relationship Manager
Vice President

PNC Bank
1549 Ringling Blvd
2nd Floor
Sarasota, Florida 34236

(P) 941-362-8207
Frank.santora@pnc.com



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

August 23, 2023

RE: Earthbalance Corporation

To Whom It May Concern,

We are pleased to be the surety agents for Earthbalance Corporation. Bonds are currently written through Swiss Re Corporate Solutions America Insurance Corporation (Swiss Re) which is A.M. Best Rated A+, XV and has a U.S. Treasury Listing of \$ 95,035,000.00.

We usually anticipate no difficulties in providing surety bonds for Earthbalance Corporation in the \$7,500,000 single, \$20,000,000 aggregate range. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Susan Reich
Vice President

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

9C11

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

MAINTENANCE OF WATER MANAGEMENT AREAS

November 1, 2023

**NOTICE TO CONTRACTORS
REQUEST FOR BIDS
MAINTENANCE OF WATER MANAGEMENT AREAS
AQUATIC AND WETLAND MANAGEMENT
WITHIN THE DISTRICT**

NOTICE IS HEREBY GIVEN that sealed bids will be received by MEDITERRA COMMUNITY DEVELOPMENT DISTRICT (the "DISTRICT"), Located within COLLIER & LEE COUNTY, FLORIDA, until 12:00 p.m (Noon).. local time, Monday, September 25, 2023, at the following location, 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135, and commencing at 12:00 p.m. (Noon) on the above date, such bids as received will be opened and read aloud at the District Office.

The work for which proposals are to be submitted consists of providing labor, materials and equipment for the routine high quality maintenance of water management areas, pursuant to the terms and conditions of the specifications and contract documents pertaining thereto which may be examined at the District Office. One copy of the documents, including blank bid forms to be executed and submitted with a proposal, may also be obtained at the District Office.

A mandatory pre-bid conference will be held at 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135 beginning at 12:00 p.m. (Noon) local time on Monday, August 28, 2023. At that time a presentation, discussion and handing out of detailed specifications will be provided. Bids will be accepted only from those contractors who have representative(s) at the conference.

A certified or Cashiers Check on a national or state bank or Bid Bond in a sum not less than five percent (5%) of the amount of the bid ("Bid Deposit"), made payable to Mediterra Community Development District, shall accompany each bid as a guarantee that the bidder will not withdraw from the bidding process after opening the bids and, in the event that the contract is awarded to the bidder, he will enter into a contract and furnish the required Certificate of Insurance, failing which the Bid Deposit may be retained by the District for liquidated damages. Bid bond shall be from a surety with an A- or better rating under Best's Guidelines.

Proposals shall be prepared, addressed and submitted in compliance with detailed instructions as set forth in the contract documents.

The District reserves the right to accept or reject any or all bids, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the District.

Mediterra Community Development District

Cleo Adams
District Manager

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

Maintenance of Water Management Areas
Aquatic and Wetland Management

Table of Contents

		<u>Page #</u>
Section 1	Notice to Contractors	
Section 2	Instructions to Bidders	1 thru 4
Section 3	General Conditions	5 thru 17
Section 4	Contract	18 thru 27
Section 5	Proposal	28 thru 29
Section 6	Detailed Specifications	30 thru 34
Schedules	Bid Schedule	
Forms	Aeration Monthly Check List Fixed Structure Inspection	
Exhibit "A"	Area Map	
Exhibit "B"	Florida Exotic Plant Pest Council List	

**SECTION 2
INSTRUCTIONS TO BIDDERS**

2.01. **SEALED PROPOSALS**- Sealed proposals will be received at the time and place designated herein and then publicly opened and read aloud for furnishing all transportation, labor, materials, tools, supplies, plant, equipment and machinery necessary, and performing all operations required for the completion of the work herein specified and as shown.

2.02. **DEFINITION OF TERMS**- Where the following terms or their pronoun occur herein, the intent and meaning shall be as follows:

District	Mediterra Community Development District
Bidder	Any Person, firm or corporation submitting a proposal for the work covered by these specifications, or his duly authorized representative.
Contractor	The person, firm or corporation with whom the District has executed a contract for the work herein specified.
Manufacturer or Supplier	Any person, firm or corporation other than the Contractor, supplying labor, material or equipment for the work herein specified.

2.03. **DELIVERY OF PROPOSALS**- All bids, whether mailed or delivered in person, shall be submitted in a **SEALED ENVELOPE** bearing on the outside the name of the Bidder and his address clearly marked:

Maintenance of Water Management within the District

and address to:

Mediterra Community Development District
9220 Bonita Beach Road, Suite #214
Bonita Springs, FL 34135

Attention: Cleo Adams

2.04. **PROPOSAL GUARANTY**- A certified or cashier's check on a national or state bank, or bid bond, in a sum not less than five percent (5%) of the total amount of the bid, drawn on a national or state bank shall accompany each proposal as a guarantee that the Bidder will, if award is made, promptly enter into an agreement to do the work and furnish the required certificate of insurance. The proposal guaranty shall be returned by the District, in accordance with section 2.15 of the Instructions to Bidders. The Bid Bond shall be from a surety authorized to do business in the State of Florida with an A-rating or better under Best's Guidelines, made payable to:

Mediterra Community Development District

2.05. **PROPOSAL FORMS**- The Bidder shall submit his proposal in duplicate on the forms, on an exact copy of the forms, furnished herewith. The blank spaces shall be filled in completely and correctly for each item and for every item for which a bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposed to do each item of work called for.

2.06. **SIGNATURE ON PROPOSAL**- The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member or partner of the firm or partnership shall be shown. If made by a

corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its president, secretary, and treasurer. If made by a limited liability corporation, the person signing the proposal shall show the name of the state under the laws of which the limited liability corporation is organized, also the names and business addresses of its managing member. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

- 2.07. **FAMILIARITY WITH LAWS-** The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect the work. The failure to familiarize himself with applicable laws will in no way relieve him from responsibility. By execution of the proposal, Bidder represents he has familiarized himself with all such laws, ordinances, rules and regulations.
- 2.08. **EXAMINATION OF SPECIFICATIONS AND SITE OF WORK-** The Bidder is required, before submitting his proposal, to visit the site of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. He is also required to examine carefully the specifications, form of agreement, and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.
- 2.09. **QUALIFYING QUESTIONNAIRE AND CONFIDENTIAL FINANCIAL STATEMENT-** If requested by the District, Bidders under consideration for award shall furnish a qualifying questionnaire and a certified financial statement, current within the past thirty days in accordance with Section 2.10, which must be a complete report of the financial resources and liabilities, equipment available, past performance record, personnel and organization experience.
- 2.10. **QUALIFICATION OF BIDDERS-** It is required that all Bidders enclose with their sealed bids the following information:
- a. A detailed description of the firm including address, telephone number, number of employees, number of employees assigned to this project, I.D. numbers for IRS, Lee County Business Tax Receipt w/number and date of expiration, current valid applicable State of Florida Lee County contractor's licenses for the scope of work, and banking and credit references.
 - b. Briefly describe the educational background and professional experience of the firm owners, supervisors or key employees assigned to this project.
 - c. List similar contracts for water management maintenance services now held by your firm and other similar contracts, if any formerly held within the last 5 years. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers and email addresses for these individuals.
 - d. The Contractor agrees only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as completed training.
 - e. The contract will be awarded only to responsible Contractors qualified by experience to do the work specified herein. The Bidder shall submit, with his bids, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, equipment, and machinery to complete the work to the satisfaction of the District within the time stated in the proposal.
- 2.11. **DISQUALIFICATION OF BIDDER-** More than one bid from an individual, firm, partnership, corporation, limited liability company, entity or association under the same or different name, will not be considered. Reasonable grounds for believing that the Bidder is financially interested in more than one

proposal for the same work may cause the rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among Bidders and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced will be rejected.

- 2.12. **RIGHT TO REJECT PROPOSALS**- The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities.
- 2.13. **AWARD OF CONTRACT**- The award of the contract portions thereof as set forth hereafter, if it is awarded, will be to the lowest responsive*, competent and responsible** high quality bidder whose qualifications indicate the award will be in the best interest of the District and whose proposal shall comply with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the low bidders and the District is satisfied that the bidders are qualified to do the work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the District within the time specified.
- 2.14 **BID PROTEST**- Any bidder who has timely submitted a bid desiring to formally protest a recommended contract award, shall file a written notice of intent to protest, with the District Manager, within two (2) calendar days (excluding weekends and holidays) from the date of notification and shall file the formal written protest, with the District Manager, within five (5) calendar days (excluding weekends and holidays). The formal written protest shall contain, but not be limited to, the following information:
- A. the bid or proposal number and/or title
 - B. the name and address of the protesting party
 - C. a statement of disputed issues of material fact. If there are no disputed material facts, the written protest must so indicate
 - D. a concise statement of the ultimate facts alleged and of any relevant rules, regulations, statutes, case law and constitutional provisions entitling the protesting party to relief
 - E. a demand for relief to which the protesting party deems himself entitled
 - F. such other information as the protesting party deems himself entitled

Failure to timely and properly file a written notice of intent or formal written bid protest shall constitute a waiver of all further proceedings. Once filed, no supplementing of the notice of intent or formal written protest shall be permitted.

The District Manager shall review all timely and properly filed written bid protest, in consultation with the District's Counsel and issue a written decision, within ten (10) business days stating reasons for the decision and the protesting parties' rights to file a written appeal. The decision of the District Manager is final and conclusive unless the protesting party timely and properly files subsequent written objection with the District Manager (with a copy to District Counsel) within two (2) calendar days (excluding weekends and holidays), from the date of receipt of the decision.

In the event of the timely and proper filing of an appeal, pursuant to the above paragraph, and in the event the protest cannot be resolved by mutual consent, the matter will be referred to the Board of Supervisors for final resolution. Neither protesting party nor anyone representing them, shall have private contact with the District Supervisors unless requested in writing to do so, by the District Manager. A hearing shall be conducted to hear the protest. The District Chairman, or other person as designated by the Chairman, shall conduct the hearing with the assistance of the District Manager and Counsel.

The person conducting the hearing shall:

- A. Administer the oaths and affirmations
- B. Regulate the course of the hearing, including any prehearing matters

The Board shall:

- A. Rule upon offers of proof and receive relevant evidence
- B. Enter orders
- C. Make or receive offers of settlement, stipulation and adjustment

At the conclusion of the hearing, the Board shall decide the matter and render a written decision.

- 2.14 **RETURN OF THE PROPOSAL GUARANTY-** As soon as the bid prices have been compared, the District may, at its discretion, return the guaranty deposit accompanying such proposals as in its judgment would not likely be considered in making the award. All other proposal guarantees will be held until the contract has been executed, after which they will be returned to the respective Bidders whose proposals they accompany. All guaranteed deposits for bid bonds shall be returned once the Bidder to whom the contract is awarded executes the contract and provides District with all required Bonds and certificates of insurance.
- 2.15 **EXECUTION OF CONTRACT-** Immediately following the award of the contract to the Bidder by the District, the District will prepare a formal contract to be executed by the parties, which contract will be in substance substantially in the form of agreement which is attached to the various papers which were delivered by the District or his representative to the Bidder in the first instance. The Bidder shall within five (5) days of the award of the contract deliver to the District the fully executed contract, all applicable certificates of insurance from a company licensed to do business in the state of Florida.
- 2.16 **FAILURE TO EXECUTE THE CONTRACT-** The failure on the part of the successful Bidder to execute the contract as required will be just cause for the annulment of the award and, in the event of the annulment of award, the amount of guaranty deposited with the proposal, either in the form of a Certified or Cashier's Check, a Bid Bond, will be retained or paid upon demand by the District, not as forfeiture or penalty, but rather will be for liquidated damages, it being agreed to by each Bidder in advance that the District will sustain certain damages too difficult to accurately ascertain, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a proposal.
- 2.17 **TIME AND AWARD-** The District reserves the right to hold all bids and bid guarantees for a period not to exceed ninety (90) days after the date of bid opening as stated in the Notice to Contractors.
- 2.18 **BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the District.

* **Responsive Bidder:** Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free from excisions or special conditions and has no alternative bids for any items unless requested in the specifications.

** **Responsible Bidder:** Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.

**SECTION 3
GENERAL CONDITIONS**

3.01 **DEFINITIONS-** Whenever in the Contract Documents, the following terms (or pronouns in place of them) are used, the intent and meaning of such terms shall be interpreted as follows:

- a. **Addenda** - A written explanation, interpretation, change, correction, addition, deletion, or modification affecting the Contract Documents, including specifications issued by the District and distributed to the prospective Bidders prior to the bid opening.
- b. **Affidavit** - The instrument which is to be signed by the Contractor and submitted to the District through the Engineer, upon completion of the job, showing that all bids have been paid. It shall also mean such instrument that may be requested by the District incident to progress payments,
- c. **"And"- "Or"** - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.
- d. **Article** - The prime subdivision of a section of these or any other referenced specifications, the Instructions to Bidders, the Special Conditions and the General Conditions.
- e. **Bidder** - An individual, firm, corporation or other legal entity submitting a proposal for the work contemplated; acting directly or through a duly authorized representative.
- f. **Bid Security or Bid Bond** - The security designated in the proposal to be furnished by the Bidder as guaranty that he will enter into the contract for the work if his/her proposal is accepted.
- g. **Calendar Day** - Any day, including Saturdays, Sundays and Holidays, and regardless of the weather conditions.
- h. **Change Order** - A written order to the Contractor signed by the District authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after the execution of the contract.
- i. **Contractor** - The person submitting a proposal accepted by the District who thereafter enters into a formal contract with the District to furnish the work as bid upon. The Contractor has the obligation to deliver to the District the completed job in good and workman like condition in accordance with the contract specifications.
- j. **Contract Bond** - The security furnished by the Contractor and surety as a guaranty that the Contractor will fulfill the terms of the contract in accordance with the Specifications and the other Contract Documents, also referred to herein as the Performance Bond.
- k. **Contract Documents** - The Contract Documents, sometimes referred to as the "Specifications", shall mean and include all or part of the following:
 - 1. Notice to Contractor
 - 2. Instructions to Bidders
 - 3. General Conditions
 - 4. Contract/Agreement
 - 5. Proposal
 - 6. Detailed Specifications
- l. **Equipment** - The machinery and equipment, together with the necessary supplies for the completion of the work.

- m. **Force Account Work** - Work performed in addition to that set forth in the original contract or in supplemental agreements or change orders, and which is paid for the basis of actual cost of materials and labor, plus a fixed percentage of such costs.
- n. **Materials** - Any substance proposed to be used in connection with the construction of any structure, facility, or appurtenance, or of other work, either by the Contractor or by its subcontractors i.e. plants, trees, mulch, fertilizer, pesticides, etc. and any substance or equipment purchased by the Contractor for resale to the District in the Contract.
- p. **Notices** -
 1. Notice of Acceptance- The official letter from the District to the successful Bidder, notifying him/her that he/she has been awarded the Contract.
 2. Notice of Award- Same as Notice of Acceptance
 3. Notice to Proceed- The official letter from the District to the Contractor instructing the Contractor to commence work under the Contract.
- q. **District** – Mediterra Community Development District.
- r. **Person** - The word "person" shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, legal entity, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons".
- s. **Principal** - When used in the Bid Bond or Bid Security, the word "principal" means the same as the word "Bidder". When used in the Contract Bond, the word "principal" means the same as the word "Contractor".
- t. **Pronouns** - The Masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- u. **Proposal** - The offer of the Bidder for the work when completely filled out and properly submitted on the prescribed proposal form, properly signed and guaranteed.
- v. **Proposal Form** - The official form on which the District requires formal bids to be prepared and submitted.
- w. **Provided** - As used in the specifications, provided shall be understood to mean "provided complete in place", that is, "furnished and installed". Where as shown, as detailed, as indicated, or words of similar import are used it shall be understood that references to the specifications accompanying these documents are intended unless otherwise expressly stated.
- x. **Resident Project Representative** - An authorized representative and/or employee of the District assigned to the project to make observations of the work performed by the Contractor.
- y. **Scope of Work** - Includes the Work, as the term as herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.
- z. **Specifications** - The Instruction to Bidders, General Conditions, Special Conditions, Detailed Specifications and such other documents as set forth in the Contract Documents.

- aa. **Special Conditions-** Specific clauses supplemental to the other Contract Documents setting forth conditions varying from or additional to the other Contract Documents for the project.
- bb. **State** - State of Florida
- cc. **Subcontractors** - A person supplying labor, materials, supplies, equipment, services, and other incidentals, used directly or indirectly by the Contractor. Such persons has contractual relations with the Contractor, but not with the District.
- dd. **Superintendent** - The Contractor's authorized executive representative, in responsible charge of the work at all times.
- ee. **Surety** - The corporate body which is bound by the Contract Bond with and for the Contractor (who is primarily liable) and which engages to be responsible for his acceptable performance of the work for which the contract has been made and for his prompt payment of all debts pertaining thereto.
- ff. **Work Order** - A written authorization to the Contractor signed by the District, concerning the performance of the work and/or the furnishing of materials on a force account basis as provided in the General Conditions.
- gg. **Work** - Shall mean everything expressed or implied, required to furnished and/or done by the Contractor by any one or more of the Contract Documents.

3.02 **OBLIGATIONS OF BIDDER TO INFORM HIMSELF AS TO ALL CONDITIONS RELATING TO PROJECT-**

- a. The Bidder, by and through the submission of his bid, agrees that he shall be held responsible for having therefore examined the site(s), 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, condition, and location of the site, and any other conditions surrounding and affecting the work, and physical characteristics of the job, in order that he may include in the prices which he bids all costs pertaining to the work and thereby provide for the satisfactory water management maintenance thereof.
- b. The Bidder, in preparing his bid, shall take into consideration that work by other contractors may be in progress at or near the site during the performance of the work to which the bid relates and that he will be expected should he be awarded a Contract, to avoid interference with work done by such other contractors and to coordinate his work with other contractors at the site.

3.03 **EXAMINATION OF CONTRACT DOCUMENTS-** The Bidder shall examine carefully the specifications and other Contract Documents, and inform himself thoroughly regarding any and all conditions and requirements, including any schedule, that may in any manner affect the work be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him of the obligations and responsibilities assumed under the Contract.

3.04 **DISCREPANCIES-** Should a Bidder find discrepancies or ambiguities in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall, at once, notify the District.

3.05 **ADDENDA, CHANGES, OR INTERPRETATIONS DURING BIDDING-** No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any inquiry or request received seven (7) or more days prior to the date fixed for opening of bids will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders not later than five (5) days prior to the established bid opening date. Each prospective Bidder shall acknowledge receipt of such addenda in the space therefore

provided in the proposal form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless, be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of receipt of all addenda, whether or not received by him. It is the responsibility of each prospective Bidder to verify that he has received all addenda issued before bids are opened.

3.06 **FAMILIARITY WITH LAWS-** The Bidder shall comply and 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 Bidder will in no way relieve him from responsibility.

3.07 **PREPARATION AND SUBMISSION OF BIDS-**

- a. Signature of the Bidder- The Bidder must sign the Proposal form in the space provided for the signature. If the Bidder is an individual, the words "doing business as" or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the proposal on behalf of the corporation must be stated and evidence of his authority to sign the proposal must be submitted. The Bidder shall state in the proposal the name and address of each person interested therein.
- b. Basis Bidding- The price for each item shall be on a lump sum or unit price basis according to the form of the proposal.
- c. Price Bid- The total price for the work shall be the sum of the lump sum prices and/or unit prices multiplied by the appropriate estimated quantities for the individual ties and shall be stated in figures in the appropriate place on the proposal form. In the event that there is a discrepancy on the proposal form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.
- d. Submission of Bids-
 1. Each bid must be submitted on the proposal form as furnished together with a suitable Bid Security, herein described.
 2. The above proposal and Bid Security must be submitted in a sealed envelope shall be marked so as to clearly indicate its contents and the name of the Bidder.
 3. The Bidder must submit with his bid an accompanying letter in which he shall list the names and addresses of his major subcontractors together with the services they will supply. These subcontractors will be subject to review as to their competency by the District prior to the award of the Contract and shall be one of the considerations in determining the lowest responsive and responsible Bidder as defined hereinafter. After award of Contract, no change in subcontractors shall be made unless a request is approved by the District in writing by the Contractor, which shall include the reasons for such request.
 4. The Bidder shall submit with his proposal evidence of his experience in water management maintenance and financial status by providing the following:
 - i. proof that he maintains a permanent place of business; and
 - ii. proof that he has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high quality manner, and
 - iii. proof that he has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and

- iv. proof that he has successful contractual and technical experience in work of a similar size and scope; and
 - v. proof that he has/holds or can obtain, prior to the award of bid, all valid necessary state, county, and local licenses or certificates of competency covering all aspects of the Bidder and the work detailed in the Contract Documents; and
 - vi. has evidenced that all the subcontractors he proposes to use hold all valid necessary state, county, and local licenses or certificates of competency covering all operations of said subcontractors.
- e. If forwarded by mail, the above mentioned envelope shall be enclosed in another envelope addressed to Mediterra Community Development District; 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135; Attention: Cleo Adams, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to Cleo Adams. Proposals will be received until the date and hour stated in the Notice to Contractors.

3.08. **DISQUALIFICATION OF BIDDERS-**

- a. One Bid per Proposal Area- Only one bid per proposal area or combination of proposal areas from an individual firm, partnership or corporation under the same or under different names may be considered. If it is believed that a Bidder submits or is interested in more than one bid per proposal area for the work involved, all bid proposals in which Bidder is interested will be rejected.
- b. Collusion among Bidders- If it is believed that a collusion exists among the Bidders, the proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future proposals for the same work.

3.09. **WITHDRAWAL OF A BID-** Any bid may be withdrawn prior to the time scheduled in the Notice to Contractors for the opening thereof.

3.10. **MODIFICATION OF BIDS-** No modification to the bid will be accepted from Bidders.

3.11. **OPENING OF BIDS-** Bids will be publicly opened and read aloud at the appointed time and place stated in the Notice to Contractors. The officer whose duty it is to open them will decide when the specified time has arrived and bids received after the closing time will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

3.12. **CONSIDERATION OF BIDS-** For the purpose of award, after proposals are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the proposal and the unit prices will be considered the bid. The amount then will be compared. Until the final award of the contract, the right will be reserved to reject any and all proposals and to waive technical errors and irregularities as may be deemed best for the interests of the District.

3.13. **RIGHT TO ACCEPT OR REJECT BIDS-** Bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders, and the Contract Documents, maybe rejected at the option of the District. The District does not bind itself to accept the minimum bid stated herein, but reserves the right to accept the lowest responsive and responsible bid which in the judgment of the District will best serve the needs and interests of the District.

3.14. **AWARD OF CONTRACT-**

- a. The District reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re advertise for all or part of the work contemplated. The District reserves the right, prior to award of contract, to delete from the scope of the project any item or any combination of items the aggregate bid prices for which do not exceed twenty-five percent (25%) of the total bid prices for the project. If bids are found to be acceptable by the District, written notice will be given to the lowest responsive and responsible qualified Bidder of the acceptance of his proposal and of award of the contract to him.
- b. If a Bidder to whom a contract is awarded forfeits and fails to execute the contract as provided for herein, the award of the contract is annulled, the District may then award the contract to the next lowest responsive and responsible qualified Bidder or the work may be re advertised or may be constructed by day labor as the District decides.
- c. The contract will be awarded to the lowest responsible high quality Bidder that best serves the interests of the District complying with the applicable conditions of the Contract Documents. In determining the lowest responsive and responsible Bidder, the following element, in addition to those noted in the Contract Documents, will be considered:
 1. Whether each Bidder:
 - a. maintains a permanent place of business; and
 - b. has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high-quality manner, and
 - c. has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and
 - d. has successful contractual and technical experience in work of a similar size and scope; and
 - e. has/holds or can obtain, prior to the award of bid, all valid necessary state, county, and local licenses or certificates of competency covering all aspects of the Bidder and the work detailed in the Contract Documents; and
 - f. has evidenced that all the subcontractors he proposes to use hold all valid necessary state, county, and local licenses or certificates of competency covering all operations of said subcontractors.
 2. The amount of work each Bidder, intends to perform with his own organization and the amount of work he intends to subcontract.
 3. The qualifications of the subcontractors that the Bidder proposes to use.
 4. The District also reserves the right to reject the proposal of a Bidder who has failed to perform or to complete contracts similar in nature on and in a competent and high quality manner.

3.15. **EXECUTION OF CONTRACT-** The Bidder to whom a contract is awarded will be required to deliver to District two (2) executed contracts and all applicable certificates of insurance within five (5) days of the award of the contract.

3.16. **INTENT AND CORRELATION OF DOCUMENTS-** The Contract Documents cover, with explicit provisions, all matters relating to the work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and

inquiry, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents, for, after the award, no deviation will be allowed from the interpretation thereof. The intent of the Contract Documents is to include all labor, materials supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the work and the carrying out of all duties and obligations imposed by the Contract Documents. The Contractor shall, in addition, provide all work and materials not shown in detail but necessary for completion of the project as shall apply with equal force all work, including extra work, performed under this contract, whether performed either directly by the Contractor or by any subcontractor.

- 3.17. **NOTICE AND SERVICE-** All notices, demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the proposal (or to such other office as the Contractor may from time to time designate), or if deposited in the United States mail in sealed postage prepaid envelope sent certified mail return receipt requested, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All notice or other papers required to be delivered by the Contractor to the District, or to any of his representatives shall unless otherwise specified in writing to the Contractor, be delivered to the office of Wrathell, Hunt and Associates, C/O Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development District's; 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 and any other notice or demand upon the District shall be sufficiently given if delivered to such office, or if deposited in the United States mail in a sealed, postage prepaid envelope sent certified mail return receipt requested, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or to such other representative of the District or to such other address as the District may subsequently specify in writing to the Contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same has been deposited with the U.S. postal service, or in the case of telegrams, at the time of actual receipt thereof.

- 3.18. **TERMS OF CONTRACT-**

- a. The contract shall be for a period of 12 months, commencing November 1, 2023 at the price stated in the proposal, with its option to renew the Contract for a second year upon thirty (30) days notice.
- b. Mediterra Community Development District reserve the right to terminate the contract in accordance with the provisions of section 3.31 herein.

- 3.19. **MATERIALS, APPLIANCES, EMPLOYEES-** The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work an unfit person or anyone not skilled in the work assigned to him. Employees of the Contractor whose work is unsatisfactory to the District or who are incompetent, unskilled or disorderly, who use threatening or abusive language to any person, or who are otherwise objectionable shall be dismissed from the work upon notice from the District and shall not be employed on the work thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the work.

- 3.20. **SALES TAX AND EXCISE TAX-** All sales tax and excise tax shall be paid by the Contractor.

- 3.21. **SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR-** The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the District and resident project representative and with other contractors in every way possible. The Contractor shall at all times have a competent superintendent, capable of reading and thoroughly understanding the work, who

shall, as the Contractor's agent, supervise, direct and otherwise conduct the work. Such superintendent shall be furnished irrespective of the amount of the work sublet.

The Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and which is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from District to Contractor as specific consideration for this indemnification.

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in anyway the conduct of all persons engaged in or the materials or methods used by him, on the work. At the time of execution of the contract the Contractor shall furnish to the District and the District's agent certificates of insurance evidencing the existence of the insurance policies as required herein.

- 3.22. **SURVEYS, PERMITS, AND REGULATIONS**- Both temporary and permanent permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

The Contractor shall save harmless the District and all its officers, agents, and servants, against any claims or liability arising from, or based on, the violation of any such laws, ordinances, regulations, orders or decrees, whether by himself, his employees, or subcontractors.

- 3.23. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect public and private property from injury or loss arising in connection with this contract. He shall make redress for any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees in the performance of the work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights and danger signals on or near the work, from sunset to sunrise; he shall erect suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; he shall provide all necessary watchmen on the work by day or by night for the safety of the public; and he shall take all necessary precautions to prevent accidents and injuries to persons or property in or near the work.

In an emergency affecting the safety of life of the work or of adjoining property, the Contractor shall act promptly at his discretion to prevent threatened loss or injury, and he shall so act, without appeal if so instructed or authorized. Any request for compensation claimed by the Contractor on account of emergency work shall be reviewed by the District upon Contractor submitting proof and documentation to the District, in a form acceptable to the District, and within thirty (30) days of receipt of all necessary documents, District shall make a determination as to whether or not pay such claim.

The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including landscaping, walks, drives, structures) on the premises and/or property of the District of any land adjoining any work sites, which may be caused by him or his employees or subcontractors, or which he or they might have prevented. The Contractor shall, at all time while the work is in progress, use extraordinary care to see that adjacent building are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced if available. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the work.

3.24. **INSURANCE-**

- a. The Contractor shall provide and maintain during the life of this contract "Workmen's Compensation Insurance" for all of his employees employed at the site of the project and, in case any work is sublet, The Contractor shall require each subcontractor similarly to provide "Workmen's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this contract at the site of the project are not protected under the "Workmen's Compensation" statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.
- b. The Contractor shall provide and maintain during the life of this contract, a comprehensive and general liability insurance policy insuring Contractor, its employees, and any subcontractor and its employees performing work under the contract of and from all damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of this contract insurance that will indemnify and hold harmless the District, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from the performance of the work, injury or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Insurance shall be provided with a minimum limit of \$2,000,000.00 in each of three policies as follows:

1. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard. The District shall be named as an additional insured.
 2. Comprehensive Auto Liability Insurance. The District shall be named as an additional insured.
 3. Contractual Liability Insurance. The District shall be named as additional insured.
- c. All such insurance shall be obtained from companies licensed and authorized to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance Required herein.
- d. At the time of execution of the contract, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.
- 3.25. **PERFORMANCE BOND**- No Performance Bond shall be required.
- 3.26. **AUTHORITY OF THE DISTRICT**- The District or resident project representative shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary due to any failure of the part of the Contractor to carry out orders given by the District or the resident project representative to perform any or all provisions of the contract. The Contractor shall not suspend the work necessary and convenient to perform water management maintenance without the written permission of the District.
- 3.27. **EXAMINATION OF THE WORK**- The authority and duties of the District's resident project representative(s) are limited to examining the material(s) furnished, observing the work done, and reporting their findings. The District does not underwrite, guarantee or insure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the Contract Documents, and the District shall never be responsible or liable to the Contractor or any other party by reason of the Contractor's failure to do so. Failure by the District or by any project representative or other representatives of the District engaged in on-site observation to discover defects or deficiencies in the work of the Contractor shall never, under any circumstances, relieve the Contractor from his liability therefore to the District, or subject the District to any liability to the Contractor, or any other party for any such defect or deficiency.
- The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the contract.
- 3.28. **DEFECTIVE WORK**- Within seven (7) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repair in a manner acceptable to the District's resident representative and in accordance with the requirements of the contract, the District may cause the unacceptable or defective work to be corrected or authorize such repairs as may be necessary to be made. Any expense incurred by District making corrections or repairs, which the Contractor has failed or refused to make within such seven (7) day period may be paid for out of any monies due or which may become due the Contractor to make any or necessary repairs promptly, fully, and in a manner acceptable to the District. In addition, any such failure or refusal to timely make such corrections shall be sufficient cause for the District to declare the contract in default without further notice, upon which the District may terminate the contract and contract with another contractor to perform the work.

All costs and expenses incurred by reason of the Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by him.

3.29. **EXTRA WORK**- The Contractor shall do all extra work not specified herein that may be ordered in writing by the District. Extra work and the cost thereof shall be agreed upon between both parties and if the parties are unable to agree, the formula set forth in the remainder in this section shall be utilized.

- a. For all labor, including a foreman in the direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to fifteen (15) percent of such sum, and the total thereof shall be in full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid the actual cost of paying social security taxes and premiums for unemployment insurance, workmen's compensation insurance, And Contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.
- b. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipt bills, to which cost shall be added an amount equal to ten (10) percent thereof.
- c. For any special machinery or special equipment, including fuel and lubricants thereof, required for the performance of extra work, the District shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the extra work.

The compensation herein provided shall be received and accepted by the Contractor as payment in full for all work done.

The Contractor's representative and the District shall compare records of extra work done at the end of each day. Such records shall be made in duplicate upon a form for such purpose by the District and shall be signed by both the representative referred to herein, one copy being submitted to the District and the other being retained by the Contractor.

3.30. **CANCELED ITEMS AND PAYMENTS THEREFORE**- If the Contractor shall fail to begin the work called for by the contract within the time specified, or shall fail to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the work within the time prescribed, or shall perform the work unsatisfactorily or shall neglect or refuse to remove materials or to perform a new such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent, or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, or shall otherwise be in breach of this contract, the District may give notice in writing to the Contractor of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct the same.

If the Contractor shall not correct such conditions within a period of seven (7) calendar days after receipt of such notice, the District shall, have full power and authority, without violating the contract, to terminate this contract and/or to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, to enter into a contract with another contractor for the completion of the work or to use such other methods as, in the opinion of the District, shall be required for the completion of the work in an acceptable manner.

Contractor shall be liable for all damages, costs and charges incurred by the District together with the cost of completing the work under the contract, shall be deducted from any monies due or which may become due the Contractor. In the event that the expense so incurred by the District shall be more than the sum which would be have been payable under the contract if the work had been completed by the Contractor, the Contractor shall be liable and shall pay to the District the amount of such excess within ten (10) days of receiving a written statement from the District specifying the amount due and owing the District.

- 3.31. **TERMINATION**- The performance of the work under this contract may be terminated by the District in the District's sole and absolute discretion, with or without cause in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of the work under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination without cause the date of termination shall be at least thirty (30) days from date of delivery of written notice either hand delivered, sent via email with a delivery receipt or sent certified mail return receipt requested.

After receipt of a notice of termination, and except as otherwise directed the Contractor shall:

- a. Stop work under this contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontract for materials, services, facilities except as may be necessary for completion of such portion of the work under this contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the approval of ratification of the District to the extent he may require, which approval or ratification shall be final for all purposes of this clause.
- e. Transfer title and deliver to the District, in the manner, at the times, and to the extent, if any, directed by the District, the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated by the notice of termination.
- f. Complete performance of such part of the work which shall not have been terminated by the notice of termination.
- g. Take such action as may be necessary or as the District may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the District has or may acquire an interest.
- h. Deliver to District waivers and releases of liens and / or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

After receipt of a notice of termination, the Contractor shall submit to the District his termination claim, in satisfactory form. Such claim shall be submitted promptly, but no later than one (1) month from the effective date of termination unless one or more extensions in writing are granted by the District. No claim will be allowed for any expense incurred by Contractor after the effective date of the notice of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contractor shall be deemed to waive any right to any further compensation.

The Contractor and the District may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, PROVIDED

HOWEVER, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total contract price as amended accordingly and the Contractor shall be paid the agreed amount.

The total sum to be paid to the Contractor shall not exceed the total contract price as reduced by the amount of payments otherwise made and as for further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, these shall be excluded from the amounts payable to the Contractor the fair value, as determined by the District, or property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District.

In arriving at the amount due the Contractor under this clause these amounts that shall be deducted (1) all non-liquidated advance or other payments on account therefore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the District may have against the Contractor in connection with this contract, and (3) the agreed price for, or in the proceeds or sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the District.

- 3.32. **ACTS OF GOD AND OTHERS-** The Contractor shall not be responsible for damage caused by natural catastrophe such as any force majeure, acts of god, hurricane, hailstorm, or tornado, and acts of others.
- 3.33. **ASSIGNMENT OF CONTRACT-** No assignment by the Contractor of this contract or any part thereof, or any monies due, or to become due thereunder shall be made without prior written approval of the District, which consent may be withheld in the sole and absolute discretion of the District.
- 3.34. **SUBCONTRACTORS-** The Contractor may utilize the services of specialty subcontractors on those parts of the work which under normal contracting practices are performed by such specialty subcontractors. However, the portion of the contract that is to be assigned to one or more subcontractors may not exceed, either separately or in combination, 50% of the total value of the contract.

The Contractor shall not award any 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 his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create contractual relations between any subcontractor and the District.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions, the Special Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating and subcontract that the District may exercise over the Contractor under any provision of the Contract Documents.

- 3.35. **SEPARATE CONTRACTS-** The District reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.
- 3.36. **AWARD OF CONTRACT-** This contract consists of the Proposal for existing water management areas as more specifically set forth in the Detailed Specifications.

It is intended that all work to be performed under the Proposal shall commence **November 1, 2023**. As such, payments under the Proposal shall not commence until work is commenced. In no event shall District be obligated to pay for work not performed or materials not furnished.

**AGREEMENT BETWEEN MEDITERRA COMMUNITY DEVELOPMENT DISTRICT
AND _____ FOR AQUATIC MAINTENANCE SERVICES**

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2023 by and between:

Mediterra Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Collier and Lee County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

_____, a _____, whose address is _____ (the "Contractor").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, stormwater management improvements; and

WHEREAS, the District owns, operates, and maintains _____ () stormwater management facilities (collectively referred to as the "Ponds") within the boundary of the District as described on **Exhibits A and B**, attached hereto and incorporated herein by reference; and

WHEREAS, the District desires to retain an independent contractor to provide maintenance services for the Ponds, including inspection and treatment for control of nuisance vegetation in and around the Ponds; and

WHEREAS, the Contractor represents that it is capable, willing, and able to provide the maintenance services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A.** The Contractor agrees to provide the labor, materials, and services necessary for the provision of the maintenance services described in the attached **Exhibit B**, which is incorporated herein by reference (the "Services").
- B.** Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the provision of the Services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A.** As compensation for the completion of the Services, the District agrees to pay the Contractor \$198,623.52 (\$16,551.96) per month, which amount includes all labor, materials and services necessary to complete the Services, as more specifically set forth in Exhibit B.
- B.** The initial term of this Agreement shall be begin on November 1, 2023 and end October 31, 2024, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, the Agreement shall automatically renew for One (1) consecutive one-year term with a four percent (4%) escalation in the annual contract price each year unless otherwise terminated pursuant to the terms hereof.
- C.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.
- D.** The District may require, as a condition precedent to making any payment to the Contractor that all material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that

the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within thirty (30) days of receipt by the District. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

- A. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$2,000,000

- B. The District, its staff, consultants, agents, employees, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. 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.

SECTION 5. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 7. 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, which may include, but not be limited to, the right of actual damages 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.

SECTION 8. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 9. 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.

SECTION 10. 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.

SECTION 11. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Contractor:** Superior Waterway Services, Inc.
6701 Garden Road Suite1
Riviera Beach, FL 33404
Attn: Andy Nott
- B. If to District:** Mediterra Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
- With a copy to:** Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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.

SECTION 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 13. 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.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Collier County, Florida.

SECTION 16. INDEMNIFICATION.

- A.** Contractor, its employees, agents and assigns shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 17. 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.

SECTION 18. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) 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 the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 19. PUBLIC RECORDS. 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 **Cleo Adams** (“**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 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431,

**PHONE:(561)571-0010,
GILLYARDD@WHHASSOCIATES.COM.**

SECTION 20. 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.

SECTION 21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 22. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 23. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, 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.

SECTION 24. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section

and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 25. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**MEDITERRA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

Signature of Witness

By: _____

Print Name

Print Name: _____

Title: _____

SECTION 5
PROPOSAL

for
MAINTENANCE OF WATER MANAGEMENT AREAS
AQUATIC MANAGEMENT

Proposal of Superior Waterway Services, Inc.
6701 Garden Road Suite1 Riviera Beach, FL 33404
(name)
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

“Chemical/Mechanical removal of aquatic growth in water management areas”

TO: Mediterra Community Development District
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135

Gentlemen:

The undersigned, as bidder, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the proposal of the contract to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties making bid or proposal and that the proposal is in all respects fair and made in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work; that he has made sufficient investigations to fully satisfy himself that such site is a correct and suitable one of this work; and he assumes full responsibility therefore; that he has examined the specifications for the work and from his own experience or from professional advice that the specifications are sufficient for the work to be done and he has examined the other Contract Documents relating thereto, including the Notice to Contractors, instructions to bidders, proposal, contract, general conditions, and he has read all addenda prior to the opening of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this proposal pertains.

The bidder proposes and agrees, if this proposal is accepted, to timely contract with the District in the form of a contract specified to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the proposal and contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the contract form.

The bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to District within five (5) calendar days after written notice of the award of contract. Failure on the part of the bidder to timely comply with this provision shall give District all rights and remedies set forth in section 2.16 of the Instructions to Bidders.

The undersigned agrees to accept full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the contractor, based on the work actually performed as determined by the contract and the District. However, in utilizing the schedule, the bidder agrees that in no event shall compensation paid to the bidder under the contract exceed the dollar amount of the bidder's proposal amount.

It is intended that all work to be performed under this Proposal shall commence November 1, 2023.

In the event the District exercises its option to renew the Contract, the second year's prices shall apply.

In no event shall District be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. _____

Bidder's Occupational License No. 73-00021675

WITNESSES:

Andy Nott

[Signature]

By: Chris Job

Signature of Authorized Agent

(SEAL)



DETAILED SPECIFICATIONS

SCOPE OF WORK - The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete maintenance of water management areas as detailed below.

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

EXISTING FACILITIES

Exhibit "B" is a map showing the locations to be maintained by this contract.

DETAILED SPECIFICATIONS

1. General.

Work under this section includes furnishing all labor, supplies, equipment and materials, and performing all operations connected with the completion of required water management areas maintenance and monitoring of area ponds, as depicted within Exhibits "A" and "B", the size and locations of which shall be independently verified by Contractor. Various approved construction plans should be consulted for any variations from this list of requirements which may apply to individual wetland creation areas.

- The aquatic weed control program includes the mechanical removal or spraying of water management areas, as designated in Exhibit "A" accompanying this specification. These operations are for the removal of water hyacinths, cattails, broadleaf weeds and grasses, Torpedo Grass, Hydrilla and other noxious or invasive weeds, including Thalia & Bull Rush, including bottom rooted aquatic weeds that are unsightly or may impede the flow of water in the lakes and flow ways.
- Algae is an ongoing problem and will be treated accordingly to District satisfaction as well as the aquatics mentioned above.
- Aquatic weeds mentioned above shall occupy no more than 1% of any lake, wetland, prairie, conservation area or flow way at any one time. Noxious plants are defined as any water borne plant that will, if not managed properly through chemical or mechanical means, over take the desirable aquatic plants causing an unbalance of the waterway ecology system.
- All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies control elevation into the water body during all times of the year. During times of drought, when the water bodies recede, it will be required to keep these undesirable lake bank grasses and weeds eradicated from the exposed lake banks.
- Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated or removed immediately upon identification in the water body, either on the surface or below it.
- The Contractor is required to make, at minimum, weekly visits to the site to ensure the success of the Aquatic Weed Control Program and to perform routine inspection of lake aerators to ensure continued operation, to include monthly reports for non-working aeration. Monthly Check List Form is provided as an exhibit. The Contractor shall make such additional site visits as required by the District to treat the District's Water Management System and perform

repairs, as needed, by proposal only. **Required additional visits shall be made within 24 hours of request from the Districts Resident Project Representative.**

- Lake 52 Bacteria Management: Bio-Zyme Eco socks are to be installed/replaced on a monthly basis – total of 10, to include a monthly service report detailing all of the work performed as a part of the contract agreement. Cost to be provided as a separate work-order, from this contract.
- Additionally, the operations shall include the removal of such exotic plants as Melaleuca, Brazilian Pepper, Australian Pines, Downy Rose Myrtle and all other exotic or invasive plant materials as identified on the latest Florida Exotic Pest Plant Council's list of Category I or II invasive and exotic species, as may be updated from time to time. (See Exhibit "C" attached)
- The Contractor is required to thoroughly maintain the wetland and wetland prairies at a **minimum** of two times per year and/or as maybe required to ensure compliance with permit, permit monitoring reporting and sound aesthetic management. Special care should be taken to ensure that control measures do not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves or vegetated pond banks.

2. **Aeration Maintenance.**

The Contractor will perform inspection and cleaning maintenance in accordance with the terms and conditions of this agreement. Inspections to include photo/date stamped documentation with each report.

- Semiannual (2) maintenance visits, as required (approximately once every 180 days). Additional cleanings will be billed at time and materials.
- Inspection and cleaning will be provided for all existing aeration systems.
- Compressor Services
 - Replace compressor head gasket, piston cups and/or vanes, as needed, to maintain required air volume and pressure output.
 - Adjust air manifold and pressure relief valves to insure optimal performance.
 - Replace external air filters twice per year.
 - Replace internal air filters once per year.
 - Clean muffler assembly and filter.
 - Check and adjust compressor, CFM and PSI calibrate pressure relief valve.
- Cabinet Services
 - Inspect and lubricate cooling fan.
 - Remove excessive grass/weed growth from around compressor cabinets(s) to maintain optimal air flow and operating temperatures.
 - Apply fire ant bait around cabinet, when necessary.
 - Clean cabinet interior.
 - Lubricate cabinet hinges and barrel lock.
 - Test and reset GFI circuitry.
 - Inspect Electrical equipment & ensure adjacent owners are not feeding off of the District's electrical supply
 -

- Diffuser Services
 - Flex clean and adjust each diffuser assembly, for proper air flow and optimal performance.
- Air Line Services
 - Inspect and repair, airline supply tubing and fittings.
- Parts and special repairs are not included in this agreement. All repairs are to be done on a proposal basis only. Parts may be billed separately. No more than a 15% markup, with cost to contractor, will be accepted. All actions are subject to auditing review. Parts and repair costs may be invoiced separately.

Note: The District has installed (25) Elide Fire Extinguishing in February 2023, with an warranty expiration date of January 2026. Additional Fire Balls will be installed during the Fiscal year 2023/24 via work-order.

Trimming of foliage around the following cabinet's: Cabinet for Lakes 24, 25 and 57; Cabinet for Lakes 20, 21 and 18; Cabinet for Lakes 14, 49, 59 and 62; Cabinet for Lakes 30/31/32, 38/39 and 36. Twice per year as maybe necessary.

3. **Pond Bank, Prairies and Littoral Zone Maintenance.**

The Contractor will remove weeds, exotics and other nuisance vegetation from littoral zones. Additionally, these same weeds will be removed below the water level around the perimeters of the lakes, flow ways, wetlands and wetland prairies within the Exhibit "B". However, beneficial and "attractive" plant species should be allowed to develop in these shelves, pond banks, wetlands and wetland prairies. The Contractor will discuss with the District which species should be removed and which should be retained.

4. **Fixed Structures Inspection Reporting.**

The Contractor, shall review and report, annually, on the condition of the fixed structures within the stormwater ponds. The fixed structures shall include control structures, culverts and headwalls as identified on the exhibit map and may be updated from time to time. The annual inspection shall be completed during the month of May of each year (absolute low water conditions) and shall include, at minimum, the information required on the attached Fixed Structures Inspection Form (photo/time stamped required). Forms shall be completed and submitted by June 1st of each year.

5. **Miscellaneous Requirements.**

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government, during the term of the contract, the Contractor shall continue work using other approved chemicals or methods.
- All weeds removed by physical or mechanical means shall be hauled away and shall be disposed of by the Contractor, unless otherwise arranged.
- The area to be treated includes all water surfaces and shall extend from the water's edge to the top of the bank on each side where vegetation exists.

- The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The rate of application of chemicals shall be limited to avoid fish kills and unnecessary impacts to non-weedy or desirable wetland vegetation.
- The Contractor will make sure that nuisance aquatic vegetation is removed from all equipment prior to entry into ponds to preclude introduction of the weeds into other ponds.
- Trash and other foreign debris will be removed from each pond and mitigation area on at least a bi-weekly basis.
- **Spike Rush must be maintained within 15 feet of perimeter shoreline at all times as routine maintenance to include but not limited to: Lakes 50, 52, 59, 62, 64, 66S, 67 thru 76 – All Lakes As Necessary.**
- **Lake 71 & 72 – At no times is Spike Rush allowed within these two ponds.**
- **At no time shall Spike Rush be allowed to encroach (close up) any lake within the community.**

6. **Reports.**

The Contractor shall email to the District, after each treatment, a report indicating the water management areas treated, chemicals used, condition of weed growth, number of men on the job site, and a summary of all agency required activities within mitigation areas.

7. **Payment.**

The Contractor will be paid on or about the 25th day of each month for work accomplished to the time schedule during the previous month. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract.

8. **Selection of Bid Items.**

In the event the bid prices exceed the funds available, the District reserves the right to delete certain items from the Schedule of Bid items before making the award of the contract. Additionally, certain facilities bid may not be ready for maintenance upon award of this bid, therefore those items shall be withheld from monthly billing until maintenance is required and authorized by the District.

9. **Tools, Plants and Equipment.**

If at any time before the commencement or during the progress of the work, the equipment appears to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the **Tools, Plants and Equipment**.

If at any time before the commencement or during the progress of the work, the equipment appears to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency, to improve the character, to augment their number or substitute new equipment, as the case may be, and the Contractor shall conform to such order; the failure of the District to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the contract and to the satisfaction of the District.

10. **Inspection.**

The work will be conducted under the direction of the District and is subject to inspection by his appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the District, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Contractor "Manager", not applicator, shall attend the Aquatic Management meetings at a time and date to be mutually determined (at a frequency of not less than once a month). A ride through of the maintenance areas will be done at this time to check progress and correct problem areas.

11. **Acceptance of Finished Work.**

As needed, the District will make final inspection of the work covered by this contract when it is completed monthly.

12. **Contract Drawings and Specifications**

One (1) set of the drawings and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction.

13. **Qualifications.**

The Contractor shall be insured, licensed and certified by the State of Florida to apply aquatic and industrial herbicides. The Contractor assumes full responsibility for obtaining all permits required in the performance of this work. All contractor employees applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicators license.

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

Maintenance of Water Management Areas

Aquatic Management

Bid Schedule

11/1/23 - 10/31/24

11/1/24 - 10/31/25

Description	I.D. #	First Year	Second Year
		12 Month Price	12 Month Price
Lake	L1	\$11,719.90	L1 \$12,188.70
Lake	L2	\$1,509.00	L2 \$1,569.36
Lake	L3	\$1,207.20	L3 \$1,255.49
Lake	L4	\$704.20	L4 \$732.37
Lake	L5	\$2,213.20	L5 \$2,301.73
Lake	L6	\$1,106.60	L6 \$1,150.86
Lake	L7	\$2,263.50	L7 \$2,354.04
Lake	L8	\$352.10	L8 \$366.18
Lake	L9	\$754.50	L9 \$784.68
Lake	L10	\$855.10	L10 \$889.30
Lake	L11	\$3,420.40	L11 \$3,557.22
Lake	L11B	\$955.70	L11B \$993.93
Lake	L12	\$855.10	L12 \$889.30
Lake	L12B	\$1,106.60	L12B \$1,150.86
Lake	L13	\$1,358.10	L13 \$1,412.42
Lake	L14	\$251.50	L14 \$261.56
Lake	L15	\$653.90	L15 \$680.06
Lake	L16	\$503.00	L16 \$523.12
Lake	L17	\$1,156.90	L17 \$1,203.18
Lake	L18	\$653.90	L18 \$680.06
Lake	L19	\$653.90	L19 \$680.06
Lake	L20	\$3,018.00	L20 \$3,138.72
Lake	L21	\$754.50	L21 \$784.68
Lake	L22	\$1,006.00	L22 \$1,046.24
Lake	L23	\$1,156.90	L23 \$1,203.18
Lake	L24	\$754.50	L24 \$784.68
Lake	L25	\$905.40	L25 \$941.62
Lake	L26	\$1,106.60	L26 \$1,150.86
Lake	L27,28	\$2,012.00	L27,28 \$2,092.48

Lake	L29	\$1,056.30	L29	\$1,098.55
Lake	L30	\$1,006.00	L30	\$1,046.24
Lake	L31	\$1,056.30	L31	\$1,098.55
Lake	L32	\$1,559.30	L32	\$1,621.67
Lake	L33	\$754.50	L33	\$784.68
Lake	L34	\$1,710.20	L34	\$1,778.61
Lake	L35	\$1,609.60	L35	\$1,673.98
Lake	L36	\$1,307.80	L36	\$1,360.11
Lake	L37	\$402.40	L37	\$418.50
Lake	L38	\$905.40	L38	\$941.62
Lake	L39	\$1,307.80	L39	\$1,360.11
Lake	L40	\$503.00	L40	\$523.12
Lake	L41	\$352.10	L41	\$366.18
Lake	L42	\$301.80	L42	\$313.87
Lake	L43	\$1,408.40	L43	\$1,464.74
Lake	L44	\$603.60	L44	\$627.74
Lake	L45	\$653.90	L45	\$680.06
Lake	L46	\$301.80	L46	\$313.87
Lake	L47	\$955.70	L47	\$993.93
Lake	L48	\$402.40	L48	\$418.50
Lake	L49	\$1,408.40	L49	\$1,464.74
Lake	L50	\$5,633.60	L50	\$5,858.94
Lake	L52	\$4,879.10	L52	\$5,074.26
Lake	L53	\$1,358.10	L53	\$1,412.42
Lake	L54	\$754.50	L54	\$784.68
Lake	L55	\$301.80	L55	\$313.87
Lake	L56	\$251.50	L56	\$261.56
Lake	L57	\$251.50	L57	\$261.56
Lake	L58	\$251.50	L58	\$261.56
Lake	L59	\$402.40	L59	\$418.50
Lake	L60	\$1,006.00	L60	\$1,046.24
Lake	L61	\$503.00	L61	\$523.12
Lake	L62	\$1,106.60	L62	\$1,150.86
Lake	L63	\$855.10	L63	\$889.30
Lake	L64	\$704.20	L64	\$732.37
Lake	L65	\$754.50	L65	\$784.68
Lake	L66S	\$1,257.50	L66S	\$1,307.80
Lake	L67	\$3,319.80	L67	\$3,452.59
Lake	L68	\$1,358.10	L68	\$1,412.42

Lake	L69	\$4,174.90	L69	\$4,341.90
Lake	L70	\$1,056.30	L70	\$1,098.55
Lake	L71	\$1,458.70	L71	\$1,517.05
Lake	L72	\$1,358.10	L72	\$1,412.42
Lake	L73	\$2,716.20	L73	\$2,824.85
Lake	L74	\$1,106.60	L74	\$1,150.86
Lake	L75	\$804.80	L75	\$836.99
Lake	L76	\$704.20	L76	\$732.37
	LAKES SUBTOTAL	\$102,863.50	LAKES SUBTOTAL	\$106,978.04
	AERATION SUBTOTAL	\$38,000.00	AERATION SUBTOTAL	\$39,520.00
Conservation	1	\$1,710.00	1	\$1,778.40
Conservation	2	\$660.00	2	\$686.40
Conservation	3	\$2,070.00	3	\$2,152.80
Conservation	4A	\$20,565.00	4A	\$21,387.60
Conservation	4B	\$9,735.00	4B	\$10,124.40
Conservation	4C	\$660.00	4C	\$686.40
Conservation	6	\$105.00	6	\$109.20
Conservation	7	\$510.00	7	\$530.40
Conservation	8	\$2,310.00	8	\$2,402.40
Conservation	9	\$510.00	9	\$530.40
Conservation	10	\$120.00	10	\$124.80
Conservation	11	\$330.00	11	\$343.20
Conservation	12	\$2,145.00	12	\$2,230.80
Conservation	14	\$30.00	14	\$31.20
Conservation	16	\$1,530.00	16	\$1,591.20
Conservation	17	\$405.00	17	\$421.20
Conservation	19	\$1,170.00	19	\$1,216.80
Conservation	20A	\$3,360.00	20A	\$3,494.40
Conservation	20B	\$5,325.00	20B	\$5,538.00
Conservation	21	\$135.00	21	\$140.40
Conservation	22	\$3,675.00	22	\$3,822.00
	WETLAND SUBTOTAL FIXED	\$57,060.00	WETLAND SUBTOTAL FIXED	\$59,342.40
	STRUCTURE REPORTING	\$700.00	STRUCTURE REPORTING	\$728.00
Grand Total 1st year		\$198,623.50	Grand Total 2nd Year	\$206,568.44

MEDITERRA

Fixed Structure Inspection Form (to be filled out for each structure regardless of findings)

Date: _____

Structure I.D.: _____

Type of Structure: _____

(I.e. control structure, headwall etc.)

Structural Inspection:

To include digital photo with brief narrative identifying any observed damage or deterioration that is considered to be above and beyond normal wear and tear

Functional Inspection:

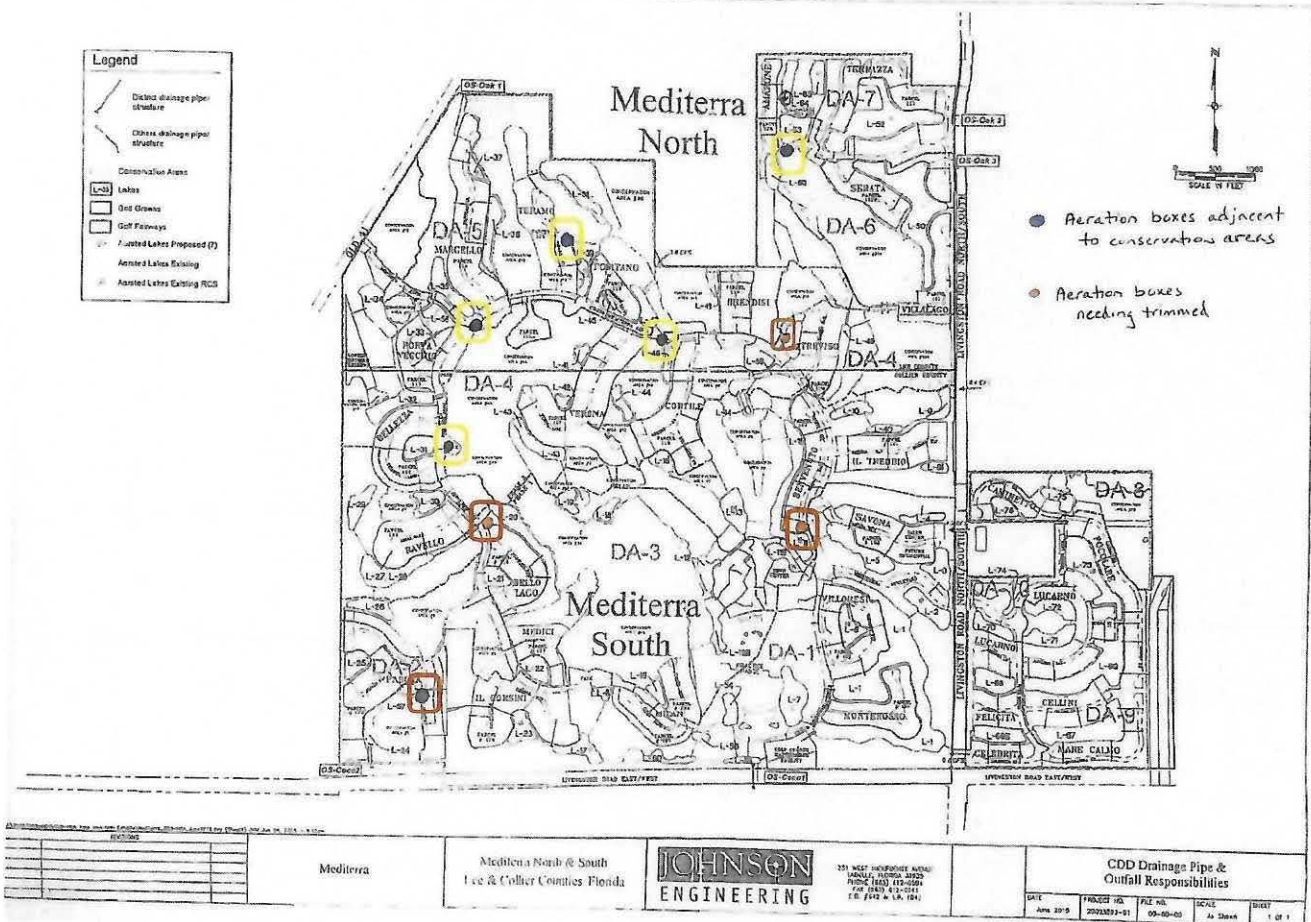
To include digital photo with brief narrative identifying any conditions that may be having a negative impact on the functionality of the structure (I.e. sediment in the bottom of a culvert and the estimated percentage of pipe plugged)

Additional Conditions Observed:

To include photos, as appropriate, with brief narrative identifying any additional conditions that may have an impact on the structure

Photo Numbers that Correspond with this report: _____

Box Trimming Locations in Red



Mediterra

Mediterra North & South
Lee & Collier Counties Florida

JOHNSON
ENGINEERING

351 WEST HIGHLAND AVENUE
DAWSON, FLORIDA 32020
PHONE: (904) 417-0264
FAX: (904) 417-0264
P.O. BOX 101, 1041

CDD Drainage Pipe &
Outfall Responsibilities

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
April 2019	2019037-01	00-00-03	As Shown	1 of 1



ELIDE FIRE® Extinguishing 4" Ball (Standard Bracket)

SKU: ELB02-1

\$95.00

Pay in 4 interest-free payments of \$23.75. **PayPal**

or 4 interest-free payments of \$23.75 with **sezzle**

Quantity

1

Add To Cart

PRODUCT INFO

Revolutionary self-activating device designed to extinguish fire

Lightweight shell made from rigid plastic foam with an abrasion-resistant

Extinguishing powder mixture weight 1.1 lbs. (+ or -)

Activation time with flame 3 to 5 seconds

Total Weight 1.5 lbs. (+ or -)

19 sq. ft. coverage (+ or -)

4" diameter

5 Year Warranty

RETURN & REFUND POLICY

+

SHIPPING INFO

+



For more information on
invasive exotic plants
including links to related
web pages, visit:

www.fleppc.org

FLEPPC List Definitions:

Exotic—a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. **Native**—a species whose natural range includes Florida. **Naturalized exotic**—an exotic that sustains itself outside cultivation (it is still exotic; it has not “become” native). **Invasive exotic**—an exotic that has not only naturalized, but is expanding on its own in Florida native plant communities.

Zone: N = north, C = central, S = south, Referring to each species’ general distribution in regions of Florida (not its potential range in the state). Please refer to the map below



Citation example:

FLEPPC. 2019 List of Invasive Plant Species. Florida Exotic Pest Plant Council. Internet: www.fleppc.org

The 2019 list was prepared by the FLEPPC Plant List Committee

Tony Pernas, Co-Chair, 2017-2019. National Park Service, Big Cypress National Preserve, tony.pernas@nps.gov

Dennis Giardina, Co-Chair, 2017-2019. Florida Fish and Wildlife Conservation Commission, dennis.giardina@myfwc.com

Janice Duquesnel, Florida Park Service, Florida Department of Environmental Protection, janice.duquesnel@dep.state.fl.us

Alan Franck, Florida International University, Department of Biological Sciences, afanck@fiu.edu

Roger L. Hammer, Retired Naturalist and Author, kaskazi44@comcast.net

John Kunzer, Florida Fish and Wildlife Conservation Commission, john.kunzer@myfwc.com

James Lange, Fairchild Tropical Botanic Garden, jlange@fairchildgarden.org

Kenneth Langeland, Professor Emeritus, University of Florida/IFAS, Agronomy Department, gator8@ufl.edu

Deah Lieurance, University of Florida/IFAS, Agronomy Department, dmlieurance@ufl.edu

Chris Lockhart, Habitats Specialists Inc., chris@lockharts.org

Jean McCollom, Natural Ecosystems, jeanm@naples.net

Gil Nelson, Professor Emeritus, Florida State University/IDigBio, glnelson@bio.fsu.edu

Jennifer Possley, Fairchild Tropical Botanic Garden, jpossley@fairchildgarden.org

Jimi L. Sadle, National Park Service, Everglades National Park, jimi_sadle@nps.gov

Dexter Sowell, Florida State University, FNAI, dsowell@fna1.fsu.edu

Jessica Spencer, US Army Corps of Engineers, jessica.e.spencer@usace.army.mil

Arthur Stiles, Florida Park Service, arthur.stiles@dep.state.fl.us

Richard P. Wunderlin, Professor Emeritus, University of South Florida, rwunder@usf.edu

Florida Exotic Pest Plant Council’s 2019 List of Invasive Plant Species

The mission of the Florida Exotic Pest Plant Council is to reduce the impacts of invasive plants in Florida through the exchange of scientific, educational, and technical information.

Note: The FLEPPC List of Invasive Plant Species is not a regulatory list. Only those plants listed as Federal Noxious Weeds, Florida Noxious Weeds, Florida Prohibited Aquatic Plants, or in local ordinances are regulated by law.

Purpose of the List

To provide a list of plants determined by the Florida Exotic Pest Plant Council to be invasive in natural areas of Florida and routinely update the list based upon information of newly identified occurrences and changes in distribution over time. Also, to focus attention on:

- The adverse effects exotic pest plants have on Florida’s biodiversity and native plant communities,
- The habitat losses in natural areas from exotic pest plant infestations,
- The impacts on endangered species via habitat loss and alteration,
- The need for pest plant management,
- The socio-economic impacts of these plants (e.g., increased wildfires or flooding in certain areas),
- Changes in the severity of different pest plant infestations over time,
- Providing information to help managers set priorities for research and control programs.

www.fleppc.org

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.

CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. These species may become Category I if ecological damage is demonstrated.

Scientific Name	Common Name	Zone	Scientific Name	Common Name	Zone
<i>Aboucayana</i>	rosary pea	C, S	<i>Melinis repens</i>	Natagrass	C, S
<i>Acacia baobabiformis</i>	norfolk acacia	C, S	<i>Miconium acuminatum</i> ¹	separate fern, wart fern	S
<i>Acacia juldarini</i>	mirrored acacia	N, C	<i>Microsagum swinertonii</i>	Japanese staghorn	N
<i>Acacia longhorn</i>	woolly acacia	C, S	<i>Mimosa pigra</i>	catclaw mimosa	C, S
<i>Acacia ornata</i>	coral acacia	N, C, S	<i>Nandina domestica</i>	heavenly bamboo, hardy	N, C
<i>Acacia saligna</i>	sheathbark acacia	C, S	<i>Nerphala bromifera</i>	Asian sword fern	C, S
<i>Alseodaphne umbellata</i>	applepod fern	N, C, S	<i>Nepenthes distillatoria</i>	sword fern	N, C, S
<i>Banksia laevigata</i>	erect tree	C, S	<i>Nerprasia raynoldsiana</i>	Burma reed	S
<i>Bauhinia javanica</i>	bishopwood	C, S	<i>Nymphopodes ericata</i>	erect ribbonwort	C, S
<i>Callerylathyrus antillarum</i>	Santa Maria	S	<i>Pilea erubescens</i>	sweet vine	S
<i>Crucianella spicata</i>	Australian pine	N, C, S	<i>Pilea forsteri</i>	skunk vine	N, C, S
<i>Croton glaberrimus</i>	suckering Australian pine	C, S	<i>Pilea inaequalis</i>	tree-fern	N, C, S
<i>Croton purpurascens</i>	elephant grass, Napier grass	N, C, S	<i>Pilea strepera</i>	water lettuce	N, C, S
<i>Decaspermum sissymbrium</i>	sumpster tree	N, C, S	<i>Pilea rotundifolia</i>	starburst plant	C, S
<i>Delonix regia</i>	rainbow tree	N, C, S	<i>Pilea rotundifolia</i>	starburst plant	C, S
<i>Delonix regia</i>	rainbow tree	N, C, S	<i>Pilea rotundifolia</i>	starburst plant	C, S
<i>Delonix regia</i>	rainbow tree	N, C, S	<i>Pilea rotundifolia</i>	starburst plant	C, S
<i>Delonix regia</i>	rainbow tree	N, C, S	<i>Pilea rotundifolia</i>	starburst plant	C, S
<i>Delonix regia</i>	rainbow tree	N, C, S	<i>Pilea rotundifolia</i>	starburst plant	C, S

Scientific Name	Common Name	Zone	Scientific Name	Common Name	Zone
<i>Adiantum javanicum</i>	red sandalwood	S	<i>Antyphedra hirsuta</i>	flannelweed	C, S
<i>Agave sisalana</i>	sisal hemp	S	<i>Antyphedra hirsuta</i>	flannelweed	C, S
<i>Albizia leonensis</i>	silky tree	S	<i>Antyphedra hirsuta</i>	flannelweed	C, S
<i>Albizia leonensis</i>	silky tree	S	<i>Antyphedra hirsuta</i>	flannelweed	C, S
<i>Albizia leonensis</i>	silky tree	S	<i>Antyphedra hirsuta</i>	flannelweed	C, S

¹Does not include *Pilea microcarpa* var. *jayamaha*, which is sold as "green island bush".
²Historically this non-native has been referred to as *Lantana camara*, a species not known to occur in Florida.
³Does not include the native endemic *Sporobolus amabilis*.
⁴*Miconium gracillimum* has been previously misidentified as *Miconium scolopendria*.
⁵Added to the HLEPPC list of Invasive Species in 2019.
Plant names are those published in the Atlas of Florida Plants (<http://www.floridaplants.usf.edu>). For historical species nomenclature see "Guide to Vascular Plants of Florida Third Edition" Wunderlin and Hansen, University of Florida Press, 2011.

¹Does not include *Pilea microcarpa* var. *jayamaha*, which is sold as "green island bush".
²Historically this non-native has been referred to as *Lantana camara*, a species not known to occur in Florida.
³Does not include the native endemic *Sporobolus amabilis*.
⁴*Miconium gracillimum* has been previously misidentified as *Miconium scolopendria*.
⁵Added to the HLEPPC list of Invasive Species in 2019.
Plant names are those published in the Atlas of Florida Plants (<http://www.floridaplants.usf.edu>). For historical species nomenclature see "Guide to Vascular Plants of Florida Third Edition" Wunderlin and Hansen, University of Florida Press, 2011.

CITY OF NORTH PORT
BUSINESS TAX RECEIPT
Valid Thru September 30, 2024

SUPERIOR WATERWAY SERVICE INC
6701 GARDEN RD STE 1

RIVIERA BEACH FL 33404

CHRIS YORK
1001 CORPORATE AVE 111
NORTH PORT FL 34289-9375

Issue Date: July 13, 2023

This Business Tax Receipt is hereby issued for the occupation of SERVICE GENERAL. The Business Tax Receipt Number is 24-00021675 and is valid with the City of North Port at 4970 City Hall Blvd. North Port, FL 34286.

COMMENTS: FOUNTAINS
RESTRICTIONS:

The person, firm or corporation named above is granted this Business Tax Receipt to the provision of Chapter 34 of the North Port Code of Ordinances. Issuance of this tax receipt is not an endorsement, or certification of compliance with other ordinances or laws.

This tax receipt does not assure quality of work or confirm that regulatory or zoning requirements have been met.

Holder must comply with all city ordinances and state codes.

This Business Tax Receipt must be exhibited conspicuously at your place of business.

Licensed Pesticide Applicator Detail

Print

Close

Applicator's Name	City, State
MANNISTO, ERIC A	PORT CHARLOTTE, FL

License No.	License Status	License Type:
CM12521	Normal	Commercial RUP Applicator License

License Categories
Aquatic Pest Control, Right-Of-Way Pest Control, Natural Areas Weed Management

Original Issue Date	Last Issue Date	Expiration Date
9/5/1997	11/29/2021	9/30/2025

Company Name

Agent Count: 0

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.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Superior Waterway Services, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 6701 Garden Road, Suite 1</p> <p>6 City, state, and ZIP code Riviera Beach, FL 33404</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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	
6 5 - 0 9 5 5 9 1 4	

Part II Certification

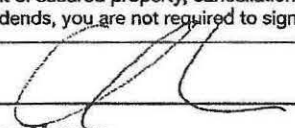
Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶

1-4-23

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.

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 transactions)
- 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.*



Equipment and Employee List

We currently have two offices one in Noth Port and one in Riviera Beach address are 1001 Corporate Ave, Unit 111 North Port, FL 34289 and 6701 Garden Road, Suite 1, Riviera Beach, FL 33404

We have been in business since 1999

There will two (2) technical assigned to Mediterra CDD, One (1) Supervisor and one (1) Project Manager

SWS currently over 40 employees with plans to give on more as needed

Two (2) Salesmen

Two (2) Service Managers

One Service Manager/Project Manager

Ten (10) lake technicians

Four (4) Fountian and Aeration technicians

Five (5) Wetland/labor crews each crew consisting of one (1) crew leader and five (5) crew members

Eight (8) spray UTVs

Four (4) Spray boats

Four (4) Fountian and aeration boats

Four (4) dump trailers

One (1) Air boat

Banking

PNC Bank

10031 Fox Trail Road S

Royal Palm Beach FL 33414

Rawson (Ross) Lizars

Relationship Manager, Vice President

772-200-7905

Credit References

Nutrien

Paul Mason

(407) 718-9154

Paul.mason@nutrien.com

Rexel

1707 OLD OKEECHOBEE ROAD

1 (972)-988-9346

Crissy Lynch

Crissy.Lynch@Rexelusa.com

Carl Bates Indigenous Plants

17639 64th Place North

Loxahatchee, Florida 33470

Palm Beach County

Carl Bates (828) 342-7764

batescabins@aol.com



Corporate Summary

Superior Waterway Services, Inc. is a full-service environmental resource management team, offering a wide variety of services, including:

- Lake management including algae, border grass and aquatic weed control
- Mitigation wetland preserve management including invasive plant control.
- Aqua Master fountain and aeration system sales and service.
- DredgeSox earth-friendly erosion control system.
- Environmental and wetland monitoring for agency compliance.

Our team leads the industry and has an exemplary reputation with many government agencies, builders, developers, property managers and homeowner associations. Our State-certified, trained biologists have been providing environmental services for many of Florida's waterways and natural areas since 1999.

Superior Waterway Services is fully insured, carrying full coverage to protect our customers, including workman's compensation, liability, and property damage.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Florida's lakes, canals, ponds, rivers, and wetlands have become an increasingly popular aesthetic and recreational amenity in urban areas, in rural areas, in public places and throughout communities. Waterways provide facilities for recreational use, such as fishing and water sports, and are important for water drainage, wildlife preservation and as a source of water for industrial and residential use. As a result of natural and other factors, including overgrowth of noxious weeds, algae, and exotic plants, which can deplete oxygen and restrict the flow of water, waterways, and wetlands, require management to preserve and maintain their health and intrinsic value. Additionally, because extensive land development in the State of Florida has depleted natural wetlands, federal and state legislation has been enacted to preserve Florida's wetland sanctuaries by requiring property owners and developers to restore portions of developed land to natural wetlands.

SUPERIOR WATERWAY SERVICES, INC.



Superior Waterway Services, Inc. (Superior) provides aquatic management and environmental remediation services to government, private and commercial customers throughout the State of Florida. The Company offers a variety of services, consisting primarily of the control of aquatic weeds, algae and exotic plants, wetland planting and restoration, the installation of fountains and aeration systems and the stocking of fish for recreation and plant control.

Field services are designed to suit individual customer requirements and are provided to condominiums, apartment complexes, homeowner associations, golf courses, land developers, special taxing districts, municipal and state authorities, many of which must maintain Florida's waterways in compliance with state and local environmental laws and regulations. A substantial portion of the Company's water monitoring and environmental remediation services are designed to protect Florida's freshwater ecosystems and groundwater from contamination by pollutants. Superior's services are intended to maintain the health, beauty, quality, and natural balance of life in aquatic communities throughout our client region.

Superior's executive offices are located at 6701 Garden Road, Suite 1, Riviera Beach, Florida 33404. The telephone number is (561) 844-0248 and the fax number is (561) 844-9629.

Superior's Unique Services

Aquatic Weed, Algae and Exotic Plant Control. The term "aquatic weed" encompasses a large, diverse group of plant types, consisting of four basic groups that pose a problem to waterways: floating aquatics, submersed weeds, emergent and ditch bank vegetation, and grasses. Algae, a fifth classification, is a lower form of submersed plant life and is the cause of unsightly "scum" on the water's surface. Left unattended, aquatic weeds, algae and plants appear and propagate in excessive amounts and interfere with the aquatic environment's natural balance. Thick masses of aquatic growth can disrupt boat traffic, fishing, and other water sports, lower the oxygen levels of water, often resulting in fish kills, and create flow problems. Noxious weeds generate foul odors, visual eyesores and create breeding grounds for mosquitoes and other pests. The most undesirable aquatic weeds are those exotic plants and trees that have been imported into Florida, which have no natural enemies, and that have adapted to out compete natural and native plant life. While beneficial plants are essential to creating a properly balanced aquatic ecosystem and shelter for various species of fish, birds, and animals, dense infestations of aquatic weeds and algae prevent sunlight from entering the water, potentially endangering all living inhabitants.

SUPERIOR WATERWAY SERVICES, INC.



The Company's aquatic management services consist primarily of the control of aquatic weeds, algae and exotic plants. Superior's staff establishes treatment programs for lakes, canals, ponds and wetlands by assessing water quality and vegetation, and the specific needs of individual customers. Superior maintains a database of computerized water analysis information and property management control and aquatic treatment plans. Company-trained and licensed applicators utilize special equipment to disperse algaecides and herbicides in water and on adjacent land to control the growth of aquatic weeds, algae and exotic plants. The Company typically uses small boats and trucks equipped with specialized spray equipment. Significant reduction in the growth of aquatic weeds, algae and exotic plants is usually achieved within weeks.

Only products demonstrated to have a wide margin of safety to humans, Florida fish and wildlife are used in Superior's Lake management programs.

In addition to regular applications for weed control, Superior utilizes harvesting methods to control aquatic weeds and to remove trash from waterway systems. Harvesting is performed either manually or mechanically, depending upon the nature and extent of the growth of undesirable aquatic weeds, plants and debris. Mechanical harvesting is typically expensive but achieves immediate results. Superior uses boats equipped with special attachments to collect trash and to cut, gather and remove aquatic weeds.

Superior also controls submersed aquatic weeds and insects by introducing two species of fish, the Triploid Grass Carp, a genetically engineered, weed eating fish which may consume as much as three times it's body weight each day, and the Gambusia, or Mosquitofish, which may consume up to it's weight daily in mosquito larvae and pupae.

Wetlands/Uplands Planting and Restoration. The preservation and propagation of Florida's wetlands and natural areas has become recognized as an important part of a healthy aquatic ecosystem. Beneficial plants form a base for an important link between the beginnings of the food chain and higher forms of plant and animal life. The Company believes that the quality of water is directly attributed to the balance of aquatic life in the water and beneficial vegetation along shorelines. Superior offers wetland and upland planting, restoration and maintenance services, which involve the movement of soil and the planting of beneficial native plant life to create or recreate natural areas in the form in which they naturally occur. Ongoing maintenance programs ensure the survival of environmentally sensitive plants.

SUPERIOR WATERWAY SERVICES, INC.



Fountains and Aeration Systems. Superior offers an extensive line of decorative floating fountains that enhance the visual appeal and beauty of waterways while providing ecological benefits which include increased water circulation, reduced stagnation and the reduction of odors caused by algae. The Company's fountains feature unique, interchangeable display heads, which allow a customer to select a variety of different spray patterns. Fountains are fabricated using quality stainless steel materials that resist corrosion.

Superior also offers aeration systems designed to induce waterways to better digest organic sediments which deplete oxygen, trap gasses and result in the general degradation of water quality. The Company's aeration systems are custom designed systems consisting of a pattern of porous stones that are laid on the bottom of a lake and silent air compressors mounted on the shore. When air is injected from the compressor through pipes to the stones, air rises through the water oxygenating and cleansing it. Superior's aeration systems are designed to minimize fish kills and foul odors.

Water Clarification. Superior has the capability to provide the specialized service of water clarification for residential and commercial customers. Applications are made based upon individual field conditions and results are typically seen within 24 hours.

Fish Stocking. Superior's Fisheries Management Division offers a variety of species of fish for stocking lakes and ponds for recreational purposes, including Largemouth Bass, Bluegill, Crappie and Channel Catfish. The Company's personnel perform salinity, pH and oxygen tests, conduct surveys of existing fish populations and create aquatic sanctuaries for successful fish habitat.

Eric Mannisto

1001 Corporate Ave. # 111 North Port, FL 34289
941-456-7212
ericm@superiorwaterway.com

Experience

October 1999-September 2008

Manager, Superior Waterway Services, Inc.

Responsibilities included repairs of aerators and fountains, aquatic weed control applications, scheduling of applicators and oversight of chemical inventory.

October 2008-August 2015

Operations Manager, Superior Waterway Services, Inc.

Responsibilities included oversight of all aquatic applicators, contract negotiations, aquatic weed control applications, aerator and fountain repairs, management of warranty repairs. Teacher and trainer of aquatic programs for new and current employees.

August 2015-Present

Vice President, Superior Waterway Services, Inc.

Responsibilities include oversight of daily operations, project management, aerator and fountain sales, contract negotiations, aquatic weed control program development and management

Education

BS Biology, Southern Ct State University 1995

Emphasis on microbiology, botany and chemistry.

Skills

- *Aquatic weed control program developer
- *Business Management
- *Aeration System design

Chris York - President
Superior Waterway Services, Inc.

Education

B.S. degree in Biology, Georgia Southern University Statesboro, Georgia, 1995.

Areas Of Experience:

- Wetland Restoration and Creation
- Exotic Plant Control
- Lake Management
- Erosion Control
- Plant Identification and Selection
- Fisheries Management
- Herbicide Selection and Application
- Mosquito and Midge Control

Related Coursework

Plant Science, Field Botany, Plant I.D., Ornithology, Ichthyology and Zoology.

Licenses

Restricted use pesticide certification in Aquatics, Right of Way and Natural Area Management.

Industry Associations

Florida Aquatic Plant Management Society
Florida Exotic Pest Plant Council
Association of Florida Native Nurseries

SUPERIOR WATERWAY SERVICES, INC.



Andy Nott

Superior Waterway Services, Inc
Director of Sales & Operation SW Florida
Andyn@superiorwaterway.com

I have been in the Aquatic Industry for over 20 years and have performed work in all areas of the industry, from maintaining wetlands and preserve, managing lakes and littorals to removals and cleanups. I also have extensive background working with lake fountains and aeration systems, from selling, design, installing, repairs, and maintenance. I have designed and installed some of the largest project in SW Floride to include Mediterra CCD, Brooks CDD, Bayside CDD, Pelican Preserve at Gateway, Bonita Nation CC, and Forest Glen CC

January 2003 -2005

Wetland Forman, Aquatic Systems Inc

Responsibilities included training, wetland/preserves maintenance, chemical inventory

January 2005-2007

Aquatics Manager, Aquatic Systems Inc

Responsibilities included hiring, training, scheduling, chemical inventory, aquatic weed control applications

February 2007-2009

Assistant Aquatics Manager, Lake Masters

Responsibilities included training, scheduling, chemical inventory, aquatic weed control applications

Vehicle and equipment maintenance and repairs

December 2009- 20016

Manager Aeration and Fountain, Lake Masters

Responsibilities sales, designing, installing and maintenance aeration systems, sales, installing, repairing and maintenance lake fountains, training, and scheduling.

**SUPERIOR WATERWAY
SERVICES, INC.**



Andy Nott

Superior Waterway Services, Inc
Director of Sales & Operation SW Florida
Andyn@superiorwaterway.com

February 2016 – 2021

District Manager Aeration and Fountain, Lake Masters/Solitude Lake Management*

(Lake Masters was acquired by Solitude in February of 2016)

Over seen the Aeration and Fountain Division for Florida. Responsibilities included hiring and training managers, and technicians, test new product, designing and installing aeration systems, writing, and implementing fountain and aeration SOP's

July 2021 – Present

Director of Operations and Sale SW Florida Superior Waterway Services, Ins

Responsibilities, grow our Southwest operation, Customer service, Hiring new employees, project manager, Aeration sales service and design, training, sales of lake and wetland services. Developing aquatic management programs.

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

9D

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
WATER MANAGEMENT AREA 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. Skill set includes certification, technical training, and experience with similar projects.

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

4. 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 the Contract Amount. AN AVERAGE OF THE TWO YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST ANNUAL RENEWAL. 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 provided

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

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

9E



Wrathell, Hunt and Associates, LLC

TO: Mediterra Board of Supervisors

FROM: Cleo Adams – District Manager

DATE: October 18, 2023

SUBJECT: Consideration of Award of Contract – Lake & Wetland Management

A termination notice was issued to Solitude Lake Management on September 8th, based upon a follow-up due to the Defective Work Notice issued on June 29th for unsatisfactory work product. The termination notice was effective immediately.

A contract was executed with Superior Waterway Services for the required initial clean-up of \$31,500.00. The cleanup includes treatment of submersed vegetation, algae, cattail, Chara, Torpedo Grasses, Dog Fennel, broad leaf weeds, vines, Pepper Trees and Spike Rush growing beyond the fifteen-foot perimeter of the lakes.

An additional contract was executed with Superior Waterway Services for the required weekly routine maintenance through the month of October for a total cost of \$12K.

Of the 76 Lakes maintained within the Mediterra CDD, the September 6th audit noted that there was a total of 20 Lakes that had no issues of concern. Observed and noted littoral damages of 13 Lakes.

A September 12th audit review of 13 Lakes, Staff observed that all were out of compliance with littoral damage noted on three of the lakes due to overspray applications by Solitude Lake Management.

Staff has recently put out a request for sealed bids for this service. The bid was advertised in the Naples Daily News on August 9th, as required by statute. Two companies attended the mandatory pre-bid meeting and were provided bid packages, an additional company contacted Staff and was provided a bid package with two companies submitting bids. The financial tabulation is as follows:

<u>Company:</u>	<u>1st Year Price:</u>	<u>2nd Year Price:</u>
• Superior Waterway Services	\$198,623.52	\$206,568.44
• EarthBalance Corporation	\$349,364.60	\$349,364.60

Superior Waterway Services, Inc. was founded in 1999 out of Riviera Beach, FL with a SW Florida office located in Sarasota County and provide a wide range of aquatic and wetlands services. Their confirmed local references include Cedar Hammock, Hideaway Beach Club (Marco Island), & Pelican Preserve (Fort Myers). Superior Waterway Services is the current contractor for four of WHA's Clients to include Parkland West & Lee CDD, Beach Road Golf Estates CDD located in Bonita Springs, Fiddlers Creek CDD #2 located in Naples and River Hall CDD located in Alva.

They have indicated that routine maintenance will include two Technicians with one Supervisor and one Project Manager; Technicians will be onsite two days per week.

EarthBalance Corporation has been in business for over thirty years, with their Corporate office located in Sarasota County. Their references include two of WHA's Clients Bayside/Baycreek CDD and Wild Blue CDD for wetland maintenance.

Their Subcontractor Crosscreek Environmental was founded in 2008 with a local office located in Lee County and provide a wide range of aquatic and wetland services. Their confirmed local references include Isles of Collier Preserve, Gateway CDD and Fiddlesticks Country Club. All of which, are satisfied with their services. Crosscreek is the current contractor for one of WHA's Clients: Verandah East & Verandah West CDD's located in Fort Myers.

They have indicated that routine maintenance will include three Technicians onsite three days per week.

Both companies maintain a significant presence throughout the state, as well as locally, for lake and wetland maintenance. They have been in this industry for numerous years and have the stability, knowledge and resources to perform the scope of services under the District's contract.

Solitude Lake Managements contract price was \$195,000.00 plus the monthly Lake 52 Bacteria Management \$5,677.80 bringing the total to \$200,677.80. The 2023/24 fiscal year budget has allocated \$240,000.00 for these services.

Mediterra CDD
Bid Analysis - October 2023

Company Name:	Qualifying Description:	Comments:
Superior Waterway Services, Inc.	1. Use of Provided Submittal Form/Bid Surety	Yes - Cashiers Check
	2. Submitted in Sealed Envelope	Yes
	3. Subcontractor Letter & Qualifications	No - all in-house
	4. i.) Proof of Place of Business	Yes - Sarasota County
	ii.) Adequate Resources	Yes - Equipment List provided
	iii.) Suitable Financial Backing	Bank & Credit References were provided
	iv.) References of Similar size Scope	Yes
EarthBalance Corporation	v.) Licenses, Cert.	Yes
	vi.) Subcontractor Qualifications	N/A - See #3
	1. Use of Provided Submittal Form/Bid Surety	Yes- Bid Bond
	2. Submitted in Sealed Envelope	Yes
	3. Subcontractor Letter & Qualifications	Yes
	4. i.) Proof of Place of Business	Yes - Sarasota County
ii.) Adequate Resources	Yes - Equipment List Provided	
iii.) Suitable Financial Backing	Bank & Credit References were provided	
iv.) References of Similar size Scope	Yes - Isles of Collier Preserve, Gateway CDD	
v.) Licenses, Cert.	Yes	
vi.) Subcontractor Qualifications	Yes	

COMPANY NAME	1ST YEAR	2ND YEAR
SUPERIOR WATERWAY SERVICES	\$198,623.52	\$206,568.44
EARTHBALANCE	\$349,364.60	\$349,364.60

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

11

Prepared by and return to:
Collier County
Transportation Engineering – ROW
2885 Horseshoe Drive S
Naples, Florida 34104

[space above for recording data]

PROJECT: 60198 Veterans Memorial Boulevard
PARCEL: 112FEE
FOLIO: 00145720106

WARRANTY DEED

THIS WARRANTY DEED is made this ____ day of _____, 20____, by **Long Bay Partners, LLC**, a Florida limited liability company, whose post office address is 9990 Coconut Road, Bonita Springs, Florida 34135, ("Grantor"), to **COLLIER COUNTY**, a political subdivision of the State of Florida, whose mailing address is 3299 Tamiami Trail East, c/o the Office of the County Attorney, Suite 800, Naples, FL 34112 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors, and assigns. Grantor and Grantee are used for singular or plural, as the context requires.)

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys to Grantee, the following described land situate in Collier County, Florida:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the same, together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, in fee simple forever.

Grantor hereby covenants and warrants that Grantor is lawfully seized of said property in fee simple; that Grantor has good right and lawful authority to sell and convey the property; that Grantor hereby fully warrants the title to the property and will defend the same against the lawful claims of all persons whomsoever; that the property is not subject to any past, present or future assessment by Grantor; and that the property is free of all encumbrances except for easements, covenants, and restrictions of record and the lien of real estate taxes and assessments not yet due and payable.

Grantor represents that Grantor's property is not homestead property, nor is it contiguous thereto.

This property is not being acquired by Collier County pursuant to a petition in eminent domain and is not subject to the restrictions imposed by Section 73.013, Florida Statutes.

This property is being acquired under the threat of condemnation and is exempt from documentary stamp tax.

[signature page follows]

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

Witnesses:

Long Bay Partners, LLC, a Florida limited liability company

By: Bonita Bay Properties, Inc., a Florida corporation, its Authorized Member

Signature (Witness 1)

JOHN GREELEY, Vice President

Printed Name

Address: _____

Signature (Witness 2)

Printed Name

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20____, by **John Greeley**, Vice President of **Bonita Bay Properties, Inc.**, a Florida for profit corporation, the Authorized Member of **Long Bay Partners, LLC**, a Florida limited liability company, on behalf of said company, who:

_____ is personally known to me;

OR

_____ produced a driver's license, OR _____ as identification.

Signature of Notary Public

Printed Name

Serial / Commission # (if any): _____

My Commission Expires: _____

(affix notarial seal above)

[Consent and Joinder on Following Page]

CONSENT AND JOINDER

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT, a local special purpose government entity, as Successor by Merger to Mediterra South Community Development District, a local special purpose government entity, hereby joins in and consents to the foregoing Warranty Deed by and between **LONG BAY PARTNERS, LLC**, a Florida limited liability company, and **COLLIER COUNTY**, a political subdivision of the State of Florida, its agents, contractors or assigns, and hereby warrants that the land described in Exhibit "A" attached hereto is not subject to any past or present assessment by the Mediterra Community Development District and shall not be subject to future assessments by the Mediterra Community Development District so long as such property is owned by Collier County. Signed this _____ day of _____, 2023.

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT,
a local special purpose government entity

By: _____
ROBERT GREENBERG, Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2023, by **ROBERT GREENBERG**, Chairman of **Mediterra Community Development District**, a local special purpose government entity, on behalf of said District, who:

_____ is personally known to me;
OR
_____ produced a driver's license, OR _____ as identification.

Signature of Notary Public

Printed Name
Serial / Commission # (if any): _____
My Commission Expires: _____

(affix notarial seal above)

Approved as to form and legality:

DEREK D. PERRY, ESQ.
Assistant County Attorney

DDP
9/20/23

EXHIBIT "A" – PROPERTY

THE NORTH 170 FEET OF THE SOUTH 200 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 11, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA;

ALSO BEING DESCRIBED OF RECORD AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN S. 88°41'15" W. ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 11 FOR A DISTANCE OF 2650.26 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE RUN N. 00°45'39" W. ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11 FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S. 88°41'58" W., PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11, FOR A DISTANCE OF 1325.12 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE RUN N. 00°47'45" W. ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11 FOR A DISTANCE OF 170.01 FEET TO A POINT 200.00 FEET, NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE RUN N. 88°41'58" E., PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11, FOR A DISTANCE OF 1323.32 FEET; THENCE RUN N. 88°41'15" E., PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SAID SECTION 11, FOR A DISTANCE OF 1.91 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE RUN S. 00°45'39" E. ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11 FOR A DISTANCE OF 170.01 FEET TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF S. 88°41'15" W. ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA.



MAP LEGEND

- Major Roads
- Street Names
- Parcels
- Aerials 2023 Rural [2FT]
- Collier County

Folio Number: 00145720106
Name: LONG BAY PARTNERS LLC
Street# & Name:
Build# / Unit#: 001 / 1
Legal Description: 11 48 25 N 170FT
 OF S 200FT OF E 1330FT OF W
 2650FT

2004. Collier County Property Appraiser. While the Collier County Property Appraiser is committed to providing the most accurate and up-to-date information, no warranties expressed or implied are provided for the data herein, its use, or its interpretation.

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

12



Mark FitzGerald
Bank United, N.A
600 N Federal Highway
Boca Raton, FL 33432

Date: September 2023

To: Craig Wrathell
CC: Wrathell, Hunt & Associates, LLC. Government ICS Deposit Program.

This letter is to confirm that BankUnited is an approved and active member of the Certificate of Qualified Public Depository.

We are currently offering a **starting rate of 4.50% on our ICS Money Market Product** which is FDIC insured up to **\$150,000,000 (Million)** versus the regular banks business Money Market of **\$250,000 (Thousand)** FDIC coverage per EIN number.

The rate is based on the Federal Funds Rate currently 5.5% - 100 Basis Points = 4.50%.

The above-mentioned rate is not based on a minimum balance requirement.

As a preferred ICS Bank my team and I monitor the ICS relationships monthly and if rates go up, which they have been doing we will automatically adjust your rates accordingly to always give the best service.

Fed Funds Rate

	This Week	Year Ago
Fed Funds Rate (Current target rate 5.25-5.50)	5.5	2.5

3 days ago

Any additional questions, please do not hesitate to ask.

Sincerely,

Mark FitzGerald, V.P Business Relationship Manager.
mfitzgerald@bankunited.com
561-906-3754

SERVING OUR CLIENTS WITH STRENGTH AND STABILITY



A strong and stable financial track record is the foundation that sets BankUnited apart from many financial institutions.

Our commitment to our clients means we deliver products and services at a competitive price backed by personalized service.

We develop strong relationships with our clients to help them achieve their financial goals. At BankUnited, you'll find big bank services coupled with neighborhood bank care.

WHY OUR CLIENTS CHOOSE US

- One of the largest financial institutions headquartered in Florida
- Local decision-making
- Sound credit quality
- Solid balance sheet
- Committed to our clients

CREDIT RATINGS (Third Party Ratings)

P-1	Moody's Short Term Deposit
A2	Moody's Long Term Deposit
Baa2	Moody's Issuer Rating
F2	Fitch Short Term Deposit
BBB+	Fitch Long Term Deposit
K1	Kroll Short Term Deposit
A	Kroll Long Term Deposit

America's Most Trustworthy Companies in America (Banking), *Newsweek*, April 2023

#2 Bank Reputation Ranking by Customers, *American Banker*, November 2022

★★★★★ Superior Rating from *BauerFinancial* consecutively since its inception

Financial Highlights as of June 30, 2023 BankUnited, N.A.

\$35.9
BILLION
in Total Assets

\$25.8
BILLION
in Total Deposits

\$24.6
BILLION
in Total Loans

53
BRANCHES
in Florida

4
BANKING
CENTERS
in New York

1
BRANCH
in Texas

Robust Capital Base

8.8%
Tier-1 Leverage
Ratio

13.6%
Total
Risk-Based
Capital Ratio

13.0%
Common Equity
Tier 1
Capital Ratio

STRONG LIQUIDITY POSITION

- > Same day available liquidity of **\$14.7** billion as of June 30
- > Available liquidity to uninsured, uncollateralized deposits ratio of **167%** as of June 30

66% of our deposit base is insured or collateralized as of June 30

\$25 billion in prudently underwritten and well-diversified loans

High-Quality Commercial Real Estate portfolio; no non-performing loans¹

- > Commercial Real Estate loans is **23%** of our total loans

¹ Excludes \$14 million in non-accrual guaranteed SBA loans.

Safety, Returns, and Peace of Mind: Access up to \$150 Million Dollars in FDIC insurance

ICS®, the IntraFi Cash ServiceSM, and CDARS®, the IntraFi Certificate of Deposit Account Registry Service® are smart, secure, convenient ways to keep large-dollar deposits safe. You can access multi-million-dollar FDIC insurance at network banks through your BankUnited relationship, all while keeping your funds safe and secure.

How do ICS and CDARS work?

When we place your organization's deposit through the ICS or CDARS service, your money is divided into amounts under the standard FDIC insurance maximum of \$250,000 and is placed in deposit accounts at multiple FDIC-insured banks. This makes your deposit eligible for FDIC insurance with each member bank. Use of these services makes it possible for you to gain access to up to \$150 million dollars of FDIC insurance. As a result, you can access coverage from many institutions while working directly with BankUnited as a single point of contact.

Want to learn more? Call me today.

Mark FitzGerald

V.P S.R Business Relationship Manager

561-906-3754

mfitzgerald@bankunited.com

With ICS and CDARS, you can:



Enjoy Peace of Mind – With access to multi-million-dollar FDIC coverage through both services, your funds are eligible for protection that is backed by the full faith and credit of the federal government.



Save Time – You can forego the need to track collateral on an ongoing basis, open accounts under different insurable capacities, or to manage multiple bank relationships. This means you can spend more time accomplishing your financial goals.



Access Funds – When funds are placed through the ICS service, you may make unlimited program withdrawals. Funds placed through the CDARS service offer multiple maturities to help meet your liquidity needs.



STATE OF FLORIDA
Office of the Chief Financial Officer
Division of Treasury
Bureau of Collateral Management

CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT

This is to certify that

BANKUNITED, N.A.
14817 OAK LANE
MIAMI LAKES, FLORIDA 33016

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 29th day of February, 2012.

A handwritten signature in black ink, appearing to read "Jeff Stewart", written over a horizontal line.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

Smart Saving with ICSSM

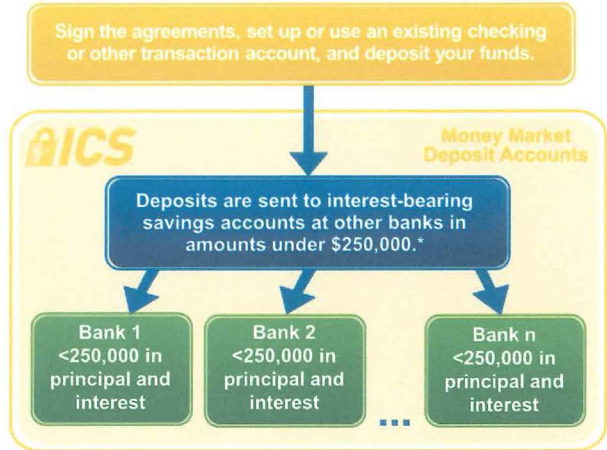
What is ICS?



Through ICSSM, the Insured Cash SweepSM service, you can:

- **Earn interest.** Put excess cash balances to work in savings accounts (money market deposit accounts).
- **Enjoy peace of mind.** ICS funds are eligible for multi-million-dollar FDIC insurance that's backed by the full faith and credit of the United States government.
- **Access funds.** Enjoy daily liquidity in your linked transaction account; replenish the account by withdrawing ICS funds up to six times per month.


How does ICS work?



* The standard FDIC insurance maximum is \$250,000 per insured capacity, per bank.

Work directly with just us – an institution you already know and trust – to receive coverage from many, and know that your confidential information remains protected.

How does ICS compare to other alternatives?

Product	Issue	ICS Solution
Noninterest-bearing checking accounts	Are eligible for unlimited FDIC coverage through 2012 under the Dodd-Frank Act, but do not earn interest.	 <p>You do not have to choose between earning a return and enjoying peace of mind – with ICS, you can do both.</p> <p>And, by offering access to FDIC insurance, ICS can help you avoid the hassles associated with managing multiple bank relationships or the need to track collateral on an ongoing basis (if you are accustomed to doing so).</p>
Interest-bearing checking accounts	Earn interest, but funds are insured only up to \$250,000 per insured capacity, per bank.	
Repurchase sweeps	May earn interest, but the yield can be very low; the process carries administrative tracking burdens, and the investment is not backed by FDIC insurance.	
Collateralized deposits	Administrative tracking problem can be more onerous than with repo sweeps.	
Money market mutual funds	Earn interest, but the yield may be very low, and the investment is not backed by the full faith and credit of the federal government.	



Member FDIC

Placement of your funds through the ICS service is subject to the terms, conditions, and disclosures set forth in the agreements, including the ICS Deposit Placement Agreement, that you enter into with us. Limits and customer eligibility criteria apply. Program withdrawals are limited to six per month. ICS and Insured Cash Sweep are service marks of Promontory Interfinancial Network, LLC.



August 21, 2023

Chesley "Chuck" E. Adams, Jr.
Director of Operations
Wrathell, Hunt and Associates, LLC

RE: Wrathell, Hunt and Associates, LLC Government Deposit Program

Synovus Bank would like to thank you for the opportunity to work with government customers under your direct management to create a deposits program specifically for customers of Wrathell, Hunt and Associates (WHA). We understand how important it is to choose the right partner for banking services and that partner being fully prepared to *exceed your expectations*. With over \$62 billion in assets, Synovus Bank is ranked among the top 50 banks by the Federal Reserve Board. Synovus is a publicly traded company (Synovus Financial Corp. NYSE: SNV), and member of the Federal Reserve System with an extremely diverse and deep leadership team. Our humble beginnings date back to 1888. 135 years later, we have grown to 250+ branches in five states; yet we continue our culture of being a "Community Bank". Synovus Bank has the capabilities of Wall Street but the mindset of "Main Street". Banking is relationships with our clients and communities in which we serve; this is what sets Synovus Bank apart from our competition. Our success has led to accolades such as being honored as one of the Best Banks in America, by Forbes. We do not take our customer obligations lightly. We have a history of providing excellent customer service to our clients. We have a team of dedicated government professionals ready to assist in this endeavor and any others your customers may have.

As previously outlined, the WHA program would include the following:

- Customer would be confirmed by WHA as District Manager,
- State, County, and Municipal (SCM) Money Market account would be opened in the name of the District with the District's TIN. Each account will include FDIC on the first \$250,000 and will be collateralized as defined in Chapter 280, Florida Statutes,
- Interest would be posted monthly and compounded,
- Minimum amount of initial deposit for each account would be \$500,000,
- For account with balances equal to or greater than \$500,000, the interest rate would be indexed to the Federal Funds Rate minus 75 basis points. For informational purposes, that rate of this date would be 4.75 percent. For balances that decline to levels between \$200,000 and \$499,999, the rate would be indexed the Federal Funds Rate minus 100 basis points. For balances below \$200,000 the rate would be managed by the Bank with an initial rate of 3.50 percent.
- Account balance measurements will be taken the first day of each month and when action is taken by the Federal Open Markets Committee.

Synovus Bank appreciates the opportunity and looks forward to your favorable response. If you should have any questions or need additional information, please do not hesitate to contact either of us at the numbers below.

Respectfully,

Andy LaFear
Government Solutions - Relationship Manager
7768 Ozark Drive, Suite 100
Jacksonville, FL 32256
904-347-7068
andylafear@synovus.com

Jim Mitchell, Senior director
Government Solutions
2325 Vanderbilt Beach Road
Naples, FL 34109
(239) 552-1819
jimmitchell@synovus.com

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2023**

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2023**

	Governmental Funds			Total Governmental Funds
	General	Debt Service Series 2013	Debt Service Series 2022	
ASSETS				
Cash				
Operating	\$ 913,514	\$ -	\$ -	\$ 913,514
Investments				
BB&T - CDARS	1,497	-	-	1,497
Series 2013				
Revenue		221,185	-	221,185
Reserve	-	75,000	-	75,000
Series 2022				
Principal	-	-	3	3
Interest	-	-	4	4
Prepayment	-	-	908	908
Revenue	-	-	194,550	194,550
Electric deposit	2,346	-	-	2,346
Total assets	<u>\$ 917,357</u>	<u>\$ 296,185</u>	<u>\$ 195,465</u>	<u>\$ 1,409,007</u>
LIABILITIES AND FUND BALANCES				
Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances				
Restricted for:				
Debt service	-	296,185	195,465	491,650
Assigned				
3 months working capital	236,254	-	-	236,254
Future fire mitigation clean-up	80,000	-	-	80,000
Unassigned	601,103	-	-	601,103
Total fund balances	<u>917,357</u>	<u>296,185</u>	<u>195,465</u>	<u>1,409,007</u>
Total liabilities and fund balances	<u>\$ 917,357</u>	<u>\$ 296,185</u>	<u>\$ 195,465</u>	<u>\$ 1,409,007</u>

*Required bank loan reserve which will be applied to final payment

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUE				
Special assessment: on roll	\$ -	\$ 1,112,065	\$ 1,107,013	100%
Interest and miscellaneous	9	104	-	N/A
Total revenues	<u>9</u>	<u>1,112,169</u>	<u>1,107,013</u>	100%
EXPENDITURES				
Administrative				
Supervisors	1,076	10,119	9,900	102%
Management	4,164	45,809	49,973	92%
Accounting	1,392	15,308	16,700	92%
Audit	-	4,200	10,000	42%
Legal	3,476	15,659	10,000	157%
Field management	1,275	14,025	15,300	92%
Engineering	8,896	78,561	50,000	157%
Engineering-nature trail	-	31,947	169,480	19%
Trustee	-	8,288	10,000	83%
Dissemination agent	333	3,667	4,000	92%
Arbitrage rebate calculation	-	500	1,500	33%
Assessment roll preparation	417	4,583	5,000	92%
Postage	2,609	4,032	1,000	403%
Insurance	-	11,900	12,400	96%
Legal advertising	4,084	6,997	4,000	175%
Contingencies	3,371	4,408	2,500	176%
Annual district filing fee	-	175	175	100%
Website	-	705	705	100%
ADA website compliance	-	210	210	100%
Total administrative	<u>31,093</u>	<u>261,093</u>	<u>372,843</u>	70%
Water management				
Contractual services	20,293	212,965	240,000	89%
Aquascaping/cutbacks/pipe cleanout	58,610	91,549	100,000	92%
Conservation area fire mitigation clean up	-	-	80,000	0%
Lake bank erosion repairs	38,568	38,928	75,000	52%
Electricity	5,345	31,156	33,000	94%
Aeration replacement and Repairs	-	23,677	15,000	158%
Total water management	<u>122,816</u>	<u>398,275</u>	<u>543,000</u>	73%
Other fees & charges				
Property appraiser & tax collector	-	17,559	29,173	60%
Total other fees & charges	<u>-</u>	<u>17,559</u>	<u>29,173</u>	60%
Total expenditures	<u>153,909</u>	<u>676,927</u>	<u>945,016</u>	72%
Excess/(deficiency) of revenues over/(under) expenditures	(153,900)	435,242	161,998	
Fund balances - beginning	1,071,257	482,115	436,428	
Fund balance - ending (projected)				
Assigned				
3 months working capital	236,254	236,254	236,254	
Future fire mitigation clean-up	80,000	80,000	80,000	
Unassigned	601,103	601,103	282,172	
Fund balances - ending	<u>\$ 917,357</u>	<u>\$ 917,357</u>	<u>\$ 598,426</u>	

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 204 - SERIES 2013 (REFUNDED 2003A BONDS)
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 317,150	\$ 315,756	100%
Interest	1,180	12,518	-	N/A
Total revenues	<u>1,180</u>	<u>329,668</u>	<u>315,756</u>	104%
EXPENDITURES				
Debt service				
Principal	-	170,000	170,000	100%
Interest	-	132,438	132,438	100%
Total debt service	<u>-</u>	<u>302,438</u>	<u>302,438</u>	100%
Other fees & charges				
Property appraiser & tax collector	-	6,958	11,512	60%
Total other fees & charges	<u>-</u>	<u>6,958</u>	<u>11,512</u>	60%
Total expenditures	<u>-</u>	<u>309,396</u>	<u>313,950</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	1,180	20,272	1,806	
Fund balances - beginning	295,005	275,913	268,603	
Fund balances - ending	<u>\$ 296,185</u>	<u>\$ 296,185</u>	<u>\$ 270,409</u>	

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 222 - SERIES 2022 (REFUNDED SERIES 2012)
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 831,728	\$ 827,957	100%
Interest	752	14,730	-	N/A
Total revenues	<u>752</u>	<u>846,458</u>	<u>827,957</u>	102%
EXPENDITURES				
Debt service				
Principal	-	679,000	679,000	100%
Interest	-	138,964	138,964	100%
Cost of issuance	-	105,795	-	N/A
Total debt service	<u>-</u>	<u>923,759</u>	<u>817,964</u>	113%
Other fees & charges				
Property appraiser & tax collector	-	10,576	17,150	62%
Total other fees & charges	<u>-</u>	<u>10,576</u>	<u>17,150</u>	62%
Total expenditures	<u>-</u>	<u>934,335</u>	<u>835,114</u>	112%
Excess/(deficiency) of revenues over/(under) expenditures	752	(87,877)	(7,157)	
Fund balances - beginning	194,713	283,342	671,058	
Fund balances - ending	<u>\$ 195,465</u>	<u>\$ 195,465</u>	<u>\$ 663,901</u>	

Mediterra CDD

2023 Operations Financial Impact Analysis

10.5.23

<u>Operations Account</u>	<u>Budget</u> <u>FY 2023</u>	<u>Encumbered</u> <u>FY 2023</u>	<u>Variance</u> <u>FY 2023</u>	<u>Notes</u>
Contractual Services	\$ 240,000	\$ 230,543	\$ 9,457	L. & W. Contract, Lake 52 Bacteria Sock treatment & Cane Toad Removal and cut/drop tree at C-21
Aqua/cut backs/pipe cleanout	\$ 100,000	\$ 115,961	\$ (15,961)	Pipe Inspections and repairs to OS-OAK3 & OS-OAK2, OS-COCO1, 10A & HOA Inspections & Landscape Repairs
Conservation area fire mitigation	\$ 80,000	\$ -	\$ 80,000	
Lake Bank - Erosion Repairs	\$ 75,000	\$ 56,928	\$ 18,072	Lake 6 and Lake 13 (lake 13 increase of \$2,375.00 (+ \$3,750 for sod installation)
Electricity	\$ 33,000	\$ 23,126	\$ 9,874	through June 9th
Aeration Repairs	\$ 15,000	\$ 34,041	\$ (19,041)	Also Includes GFCI & (25) Fire balls Installations
Cap Outlay FCB Loan	\$ -	\$ -	\$ -	
	\$ 543,000	\$ 460,599	\$ 82,401	

\$ 2,401 This balance is net of the \$80K reserved for fire mitigation program

Surplus Fund Balance Year Ending 9/30/22 - \$228,882.00

Mediterra Breakdown October 5, 2023

Summary:

Water Management/Contract Services:

Contract Services Lake & Wetland	\$195,000.00 (expires 1/31/24)
Cane Toad Removal Project	\$ 19,650.00
Water Testing	\$ 10,220.00
Lake 52 bacteria applications	\$ 5,673.00

Aqua/cutbacks/pipe cleanout:

Annual Pipe Cleanout Project	\$ 8,800.00 (inspection & to include ROV of outfall structures) \$ 6,500.00 (inspections of HOA/Other owned pipes) \$55,410.00 (Pipe Cleanout& includes \$1,850 June Agenda) \$20,180.00 (Pipe Cleanout between Lakes 121 & 122)
Pipe Repairs	\$16,550.00 (10-A, OS-OAK 2 & OS-OAK 3)
Littoral Plantings Project	\$ 4,089.00
Vegetation Trim Back	\$ 3,200.00
Landscape Repairs	\$ 1,232.00 (Sod replacement required due to damage during pipe cleanout at Lake 22 Medici Way)

Lake Bank Erosion Repairs:

Bank Restoration	\$53,178.00 (Lake 6 and (Lake 13 – increase of \$2,375.00 + \$3,750.00 for sod replacement)
------------------	---

Aeration Repairs: \$34,041.00

Note: Lake 52 bacteria applications (Bio-Zyme Eco Socks) is a combination of beneficial aerobic bacteria, enzymes, and other microbial or natural nutrient binding and limiting products as required for the proper maintenance of the pond. Contract With Solitude Terminated 9/8/23.

Note: Bank Restoration of Lake 13 (\$11,875.00 + \$2,375.00(+ \$3,750.00 for sod replacement) and has been completed. Bank Restoration of Lake 6 (\$38,568.00) has been completed. \$360.00 for sign installation at Lake 6.

Note: Littoral Planting projects for Lakes 42, 43 and 27/28 – Total Cost \$4,089.00 is reflected in the November financials.

Note: Aeration Repairs to include \$6,350.00 for GFCI Breaker install as well as \$2,375.00 Elide Fire Ball Purchase (25 Total). Vegetation Trim back @ compressor boxes adjacent to conservations.

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Mediterra Community Development District held Public Hearings and a Regular Meeting on August 16, 2023 at 9:00 a.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110.

Present were:

Robert Greenberg	Chair
Kenneth Tarr (via telephone)	Vice Chair
Mary Wheeler	Assistant Secretary
John Henry	Assistant Secretary
Vicki Gartland	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Alyssa Willson (via telephone)	District Counsel
Andy Tilton	District Engineer
Bill Bowden	MCA General Manager
Mari-Elean Vickers	Resident
Ronnie Antik	Resident
Kathryn Arons	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:08 a.m.

Supervisors Greenberg, Wheeler, Henry and Gartland were present. Supervisor Tarr attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments (3 minutes)

Resident Mari-Elean Vickers stated she opposes the nature trail due to the cost, the presence of wildlife in the habitat, liability and the need for maintenance.

Resident Ronnie Antik agreed with Ms. Vickers' comments and voiced her opinion that, just because the CDD can install it does not mean the CDD should do it. In her opinion, the claim that the nature trail will increase property values is an overstatement. She expressed

43 concern about maintenance, inaccessibility and debt and suggested a pickleball court roof and
44 fountain repairs.

45 Resident Kathryn Arons suggested extending Celestial Park slightly into the wooded area
46 to provide a walking area for hiking or a boardwalk, rather than building the nature trail.

47

48 **THIRD ORDER OF BUSINESS**

Chairman’s Comments

49

50 Mr. Greenberg thanked the residents for attending and sharing their thoughtful input.
51 He noted the following:

52 ➤ Regarding the nature trail, misinformation has circulated. The proposed project was not
53 \$4 million, it is \$600,000 for a shorter trail, as the 1.5- mile trail was deemed too costly.

54 ➤ The fountain rocks are not a CDD issue

55 ➤ The request for a roof over the pickleball court should be directed to The Club.

56 Mr. Greenberg stated the Board has been discussing the trail for eighteen months to
57 two years. He is in favor of the trail and is willing to listen to the naysayers; the only thing that
58 bothers him are the claims that the Board has not been transparent, when there has been
59 transparency, as evidenced by the minutes posted on the CDD website and letters and emails
60 sent to residents. As discussed at the last meeting, the Board is sending a survey after the
61 September meeting. He received about a dozen emails, with the majority against the project,
62 but the majority of those the emails included misinformation. He encouraged residents to
63 attend the October meeting for further discussions. He proposed further discussion of the
64 nature trail be tabled for today.

65

66 **FOURTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget**

67

68

69 **A. Proof/Affidavit of Publication**

70 **B. Consideration of Resolution 2023-07, Relating to the Annual Appropriations and**
71 **Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending**
72 **September 30, 2024; Authorizing Budget Amendments; and Providing an Effective**
73 **Date**

74 Mr. Adams presented Resolution 2023-07. He stated the proposed Fiscal Year 2024
75 budget is unchanged since it was last presented; assessment levels were previously set for
76 noticing purposes, given the proposed assessment increase.

77 Mr. Henry stated the budget is consistent with what was discussed at the last meeting.

78

79 **On MOTION by Ms. Gartland and seconded by Mr. Henry, with all in favor, the**
80 **Public Hearing was opened.**

81

82

83 Mr. Willis asked members of the public to refrain from talking amongst themselves to
84 allow attendees to hear and to provide for accurate transcription of the minutes.

85 No members of the public commented.

86

87 **On MOTION by Ms. Wheeler and seconded by Ms. Gartland, with all in favor,**
88 **the Public Hearing was closed.**

89

90

91 Ms. Willson asked for confirmation that no public comments were made during the
92 Public Hearing.

93 Mr. Greenberg confirmed that there were no comments from the public during the
94 Public Hearing.

95

96 **On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor,**
97 **Resolution 2023-07, Relating to the Annual Appropriations and Adopting the**
98 **Budget for the Fiscal Year Beginning October 1, 2023, and Ending September**
99 **30, 2024; Authorizing Budget Amendments; and Providing an Effective Date,**
100 **was adopted.**

101

102

103 **FIFTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operation Assessments
to Fund the Budget for Fiscal Year
2023/2024, Pursuant to Florida Law

104

105

106

107

108

109 **A. Proof/Affidavit of Publication**

110 **B. Mailed Notice(s) to Property Owners**

111 These items were included for informational purposes.

112 **C. Consideration of Resolution 2023-08, Making a Determination of Benefit and Imposing**
113 **Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and**
114 **Enforcement of Special Assessments, Including but Not Limited to Penalties and**

115 Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the
116 Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

117 Mr. Greenberg presented Resolution 2023-08, which allows the CDD to collect the
118 assessments adopted through the budget via the assessment rolls provided to the Property
119 Appraiser and Tax Collector.

120

On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor, the Public Hearing was opened.

123

124

125 No members of the public spoke.

126

On MOTION by Ms. Wheeler and seconded by Mr. Henry, with all in favor, the Public Hearing was closed.

129

130

131 Discussion ensued regarding the sample Mailed Notices in the agenda, which reflected
132 double the Operation & Maintenance (O&M) assessment amount.

133 Mr. Adams stated the example in question is provided just to show the information that
134 was sent to homeowners; the Notice in question is misleading as it applies to a property
135 classified as 2 Residential Unit(s) with 2 Equivalent Assessment Units (EAUs).

136 Asked if property owner names can be redacted from the agenda, Mr. Adams stated the
137 information is all public record. The information has always been provided as a required exhibit
138 to the levying Resolution just adopted and the properties on which assessments are levied, as
139 catalogued on the Property Appraiser’s website.

140

On MOTION by Ms. Gartland and seconded by Mr. Henry, with all in favor, Resolution 2023-08, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

148

149

150 SIXTH ORDER OF BUSINESS

Presentation of Annual Quality Assurance
Audit: Lake Maintenance

151

152

153 Mr. Willis presented the Annual Quality Assurance Audit for Lake Maintenance.
154 Referring to Page 2 of the Memorandum, Mr. Willis stated that many of the lakes are out of
155 compliance despite ongoing efforts to engage with SOLitude. Mrs. Adams stated the
156 Termination Notice approved at the last meeting will be sent to SOLitude upon final review by
157 District Counsel. A mandatory pre-bid meeting for contractors is scheduled for the end of
158 August 2023.

159 Mr. Greenberg stated the Board finds it unacceptable for so many lakes to be out of
160 compliance; he blames SOLitude and not Staff for the situation. He feels that, when the local
161 contractor was acquired and lost its employees, they began acting as a corporate entity and
162 ceased to be environmentally sensitive and responsible local neighbors. He stated Mediterra
163 prides itself on the condition of the ponds and the Board will take immediate steps to rectify
164 what they consider serious harm to the quality and health of ponds. The existing contract with
165 SOLitude will be terminated, a new contractor will be engaged and the Board will be intensely
166 focused on restoring the health of the ponds.

167 Mrs. Adams stated it will take some time to rectify the issues due to all the invasive
168 weeds seeding on the lake banks and mixing in with the littoral plantings. Funds were withheld
169 from SOLitude because an initial cleanup will be needed to address the issues. A comparable
170 CDD with ongoing issues will require \$20,000 in startup cleanup. While the low water levels
171 make the ponds more difficult to maintain, the neglect by SOLitude has been so significant that
172 extensive cleanup is required. Mr. Willis believes SOLitude's monthly fees have been withheld
173 since May or June. He stated, in addition to neglected maintenance, the littoral shelf was
174 damaged in some areas, as evidenced by notes regarding overtreatment in the field inspection
175 notes. Mrs. Adams stated the technician was not using due care when selectively treating
176 weeds in the littoral areas.

177 Ms. Wheeler asked why the Board was not informed about this problem until the June
178 meeting. Mr. Willis stated the lakes were addressed individually prior to the Lake Audit, which
179 is a systematic inspection of all lakes. Mrs. Adams stated the Lake Audit was performed on June
180 5 and June 12, 2023; however, Staff discussed SOLitude's loss of employees earlier in the year,
181 when the change in quality of care was first noticed.

182 Mr. Henry asked, for comparison purposes, how many lakes were out of compliance
183 when the full Lake Audit was completed a year ago. Mr. Willis estimated that three or four lakes

184 were out of compliance last year, compared to over 30 this year. Going forward, he will include
185 both the previous and the current inspections, for the sake of comparison.

186 Mr. Henry asked how much of the damage is attributable to the drought and climate.
187 Mrs. Adams stated the exposure of the lake banks contributed to seeding but she feels that
188 SOLitude could have made a much better effort; this is the worst she has seen in her career.

189 Discussion ensued regarding the need for contractors to be proactive, the competitive
190 bidding process, importance of technician licensure and experience and the need to remediate
191 the ponds as quickly as possible.

192 Mrs. Adams stated the competitive bid opening will be September 25, 2023 and the
193 matter will be discussed at the October meeting; the new contractor will begin in November 1,
194 2023. Mrs. Adams was directed to obtain proposals to determine the scope and assess the
195 costs for initial cleanup, subject to review by District Counsel.

196 Mr. Willis recalled that the Board adopted a policy for how to remove palm trees from
197 the lake banks. He stated photographic evidence will be presented at the next meeting so that
198 the Board can approve removal of palm trees from Lakes 56 and 70.

199 Discussion ensued regarding the map and locations of trees to be removed.

200 Mr. Greenberg stated he will waive the rules to allow public comments.

201 Ms. Antik asked if that will be a CDD expense, or an MCA expense.

202 Mr. Greenberg stated tree removal is a CDD expense if it is within 10' of the high-water
203 mark. Tree removal on community property more than 10' outside of the high-water mark is an
204 MCA expense. Tree removal in an HOA community is the responsibility of the HOA. The map on
205 the website shows the demarcation.

206 Mr. Willis stated trees are removed as they can damage the lakes, not for aesthetic
207 reasons.

208 The following change was made to the Quality Assurance Audit Memorandum:

209 Page 1, "Interconnecting Pipe Cleaning": Change "during the 2022 inspections" to
210 "during the 2023 inspections"

211 Ms. Gartland asked for the sheet for each lake to include the Lake ID#.

212 Ms. Wheeler asked for the Evaluation Sheets to utilize a larger font.

213 Mr. Tarr asked Mr. Willis to explain the comment for Lake 22, which reads "Scheduled
214 lake bank because it does not meet the standard drop off of 8." Mr. Willis stated the resident
215 side of the shoreline has a steep drop off so he included it to be evaluated for lake bank

216 restoration in 2024. Asked what must be done to bring it into compliance, Mr. Willis stated,
 217 with Board approval, geotube would be installed to reshape it to a 4:1 slope, in compliance with
 218 the stormwater permit. Littoral planting would be required when complete. Asked if any
 219 damage to the lake bank grass that the Medici HOA maintains would be repaired, Mr. Willis
 220 replied affirmatively. Mr. Tarr stated, for full disclosure, that he is Vice President and Treasurer
 221 of the Medici HOA and Ms. Wheeler is President of the Medici HOA. He asked when a decision
 222 will be made regarding this issue. Mrs. Adams stated it will be discussed in the fall.

223 Mr. Greenberg noted that this project will exceed the District Manager’s approved
 224 spending threshold. Mrs. Adams stated Board approval will be needed; when the proposals are
 225 received, they will be included in the agenda.

226 Ms. Wheeler believes the drop off is evident because of the drought and expressed
 227 concern about doing the repairs in the fall. Mr. Willis stated the matter will be presented to the
 228 Board for approval and the repairs will be completed during the dry season next year.

229

230 **SEVENTH ORDER OF BUSINESS**

**Continued Discussion/Update: Nature Trail
and Board Walk**

231

232

233 This item was discussed during the Third Order of Business.

234

235 **EIGHTH ORDER OF BUSINESS**

**Discussion/Consideration of License
Agreements for Lake Fountain Operation
and Maintenance**

236

237

238

239 Mr. Greenberg stated there are the only two decorative fountains for which the CDD
 240 does not have a License Agreement.

241 **A. Monterosso at Mediterra Condominium Association, Inc.**

242 **B. Mediterra Community Association, Inc.**

243 Mrs. Adams stated the MCA signed the Agreement and it is ready for the Chair to
 244 execute. The Agreement was forwarded to the President of Monterosso on August 2, 2023 and
 245 a response is pending. Ms. Willson stated the Agreement will be presented to the Monterosso
 246 Board; it is hoped that a response will be received soon.

247

248 **NINTH ORDER OF BUSINESS**

**Consideration of RFP Notice and
Evaluation Criteria for Maintenance of**

249

Water Management Areas [Aquatic and Wetland Management]

250
251
252
253

Mrs. Adams presented the notice to be advertised for the Request for Proposals (RFP) for Aquatic and Wetland Management relating to the bid opening and the required mandatory pre-bid meeting. Evaluation Criteria is not typically included in aquatic and wetland contracts.

256
257
258
259
260
261
262
263
264
265
266
267
268

Ms. Willson recalled that, in the past, the lake and wetlands contract was nearly at the threshold that would require sealed bidding, as described in the Florida Statutes. She presented the CDD's standard form of Evaluation Criteria, which will ensure an appropriate procurement process and demonstrate, on the record, how the bids are evaluated. The CDD is not required to select the lowest bidder; the CDD must choose the lowest responsive, responsible bidder. She asked Mrs. Adams to confirm that pricing for two years was requested. Mrs. Adams replied affirmatively, noting that one year, with a second-year option, was requested. She noted that previously a three-year contract was requested due to the contractor's employees; however, due to recent changes, the term was reduced to a one-year contract with an option to renew for a second year. The Board still has the option to terminate the contract with 30 days' notice; if the decision is made not to renew for a second year, the Board can decide to readvertise the RFP. Ms. Willson stated it will be necessary to ensure adequate time for completion of the bid process.

269
270
271
272
273

Mr. Greenberg asked for criteria for compliance with local, state and national chemical, pesticide or environmental regulations and eco-friendliness to be added. Ms. Willson stated that additional documentation can be submitted with the RFP. Mr. Greenberg expressed concern about pet and wildlife safety. Mr. Adams stated the contractors are already required to do so.

274
275
276

Asked who will award the points and how the individual voting will work, Mr. Adams stated the Board will review all responses to the RFP. Each Board Member will complete an Evaluation Criteria sheet and Staff will tabulate the results.

277

TENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of June 30, 2023**

278
279
280
281
282
283

- **2023 Operations Financial Impact Analysis**
- **Breakdown/Summary Report**

Mr. Greenberg presented the Unaudited Financials as of June 30, 2023.

284 The financials were accepted.

285

286 **ELEVENTH ORDER OF BUSINESS**

Approval of June 21, 2023 Regular Meeting Minutes

287

288

289 Mr. Greenberg stated he submitted his revisions in advance of the meeting.

290 Mrs. Adams stated she received one edit from Ms. Wheeler.

291 The following changes were made:

292 Line 309: Change "Marhello" to "Marchello"

293 Lines 323 and 342: Change "Wheeler" to "Gartland"

294 Mrs. Adams requested that Board Members state their names when speaking.

295

296 **On MOTION by Ms. Wheeler and seconded by Ms. Gartland, with all in favor,**
297 **the June 21, 2023 Regular Meeting Minutes, as amended, were approved.**

298

299

300 **TWELFTH ORDER OF BUSINESS**

Staff Reports

301

302 **A. District Counsel: Kutak Rock LLP**

303 **B. District Engineer: Johnson Engineering, Inc.**

304 There were no District Counsel or District Engineer reports.

305 **C. District Manager: Wrathell, Hunt and Associates, LLC**

306 • **NEXT MEETING DATE: October 18, 2023 at 9:00 AM**

307 ○ **QUORUM CHECK**

308 All Supervisors confirmed their in-person attendance at the October 18, 2023 meeting.

309 Mr. Greenberg noted that it might be necessary to schedule a workshop to discuss the
310 survey and disseminate it in September. Ms. Gartland will likely not attend. Mr. Adams stated
311 no quorum is needed for a workshop. Mrs. Adams stated no actions can be taken at a
312 workshop. Mr. Greenberg noted that the Board already approved the survey; edits will be
313 completed.

314 Mr. Willis stated, with regard to Lake 6 where riprap was repaired behind homes, Blue
315 Landscaping will provide a proposal to repair turf and sod damage. There was a delay due to
316 issues with sod farms but a proposal is expected soon.

317 Mrs. Adams stated she is waiting on Cintron's schedule; repairs are needed at Lake 22.

318 **D. Operations Manager: Wrathell, Hunt and Associates, LLC**

319 • **Key Activity Dates Report**

320 The August 2023 Key Activity Dates Report was included for informational purposes.

321

322 **THIRTEENTH ORDER OF BUSINESS** **Action/Agenda or Completed Items**

323

324 Item 12: The MCA License Agreement is in the agenda for execution. The Monterosso
325 License Agreement is ongoing.

326 Items 13, 14 and 15 were completed.

327 Item 16 will be deleted.

328

329 **FOURTEENTH ORDER OF BUSINESS** **Old Business**

330

331 There was no old business.

332

333 **FIFTEENTH ORDER OF BUSINESS** **Supervisors' Requests**

334

335 Ms. Gartland asked if anything was received from The Club's Board regarding its position
336 on the nature trail. Mr. Greenberg stated he spoke with the President; so far, the MCA has not
337 responded.

338 Mr. Tarr stated he received a letter from a resident regarding midge flies on Lake 15.
339 The resident's landscaper advised that CDDs spray to solve the problems. Upon researching, he
340 saw that the County does not treat midge flies. Mr. Willis distributed proposals for treatments
341 performed in another CDD. He stated that midge flies are attracted to white light and noted
342 that reducing white landscape lighting can make the home less attractive to midge flies, which
343 are very common in Florida. It was noted that, while midge flies are a nuisance, they do not bite
344 and do not spread infection, which is why mosquito control does not treat for them. It was
345 noted that treatment is expensive, the midge flies are seasonal and treating them would set a
346 precedent. Mr. Willis will call the affected resident.

347

348 **SIXTEENTH ORDER OF BUSINESS** **Public Comments (3 minutes)**

349

350 Ms. Antik apologized for saying that the CDD Board slipped the notice about the nature
351 trail under. She voiced her opinion that the email about it was sent at a time when many
352 residents are not there. Mr. Greenberg stated the notice was sent, just as assessment notices

353 are sent. Ms. Antik thinks the email stated the cost will be \$630,000 at this time and that the
 354 \$630,000 applies to the first of the trail’s three parts. Mr. Greenberg stated that is for the first
 355 phase but the CDD might not do anything beyond the first phase. Ms. Antik asked why she is
 356 hearing that the money can be borrowed, if the cost is only \$1,000 per house. Mr. Greenberg
 357 believes there has been a lot of misinformation. Ms. Antik discussed her understanding that
 358 there will be lush foliage and a hammock, in three phases. Mr. Greenberg discussed the first
 359 plan, which was dismissed as cost prohibitive, and stated the Board decided to focus on the first
 360 600’ of the trail and allow future Boards to consider extending it if they wish to do so. Mr.
 361 Greenberg stated the CDD will not borrow money. He noted the estimated cost for Phases 1
 362 and 2 would be \$1.2 million. He stated Phase 1 would cost \$600,000 to \$620,000 and Phases 2
 363 and 3 could cost \$620,000 and \$600,000 respectively.

364 Mr. Henry expressed his opinion that it is not productive to debate the costs and
 365 benefits of the nature trail at this stage. It was agreed that a survey will be sent indicating the
 366 costs of Phases 1 and 2, how it would be constructed and why the Board believes it would be a
 367 good amenity for the CDD. Pending the results of the survey, the Board will make a decision
 368 and the survey will be an important consideration. He appreciates the comments and suggested
 369 that, rather than debate it now, the survey should be issued to see what the community says.

370 Ms. Vickers asked if the survey can include predictions for maintenance, so that
 371 residents can know the future responsibility. Mr. Greenberg replied affirmatively. Ms. Vickers
 372 thanked the Board for their service to the community.

373

374 **SEVENTEENTH ORDER OF BUSINESS**

Adjournment

375

376

<p>377 On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor, 378 the meeting adjourned at 10:10 a.m.</p>

379

380

381

382

383

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

384

385

386

387

388 _____
Secretary/Assistant Secretary

Chair/Vice Chair

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

C

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Bella Vita I Room at the Sports Club at Mediterra 15735 Corso Mediterra Circle, Naples, Florida 34110</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 18, 2023	Regular Meeting	9:00 AM
November 15, 2023	Regular Meeting	9:00 AM
December 6, 2023*	Regular Meeting	9:00 AM
January 17, 2024	Regular Meeting	9:00 AM
February 21, 2024	Regular Meeting	9:00 AM
March 20, 2024	Regular Meeting	9:00 AM
April 17, 2024	Regular Meeting	9:00 AM
May 15, 2024	Regular Meeting	9:00 AM
June 12, 2024*	Regular Meeting	9:00 AM
August 21, 2024	Public Hearing & Regular Meeting	9:00 AM

***Exceptions**

*December meeting date is two (2) weeks earlier to accommodate the holidays.
June meeting date is one (1) week earlier to accommodate the Juneteenth holiday.*

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
D**

MEDITERRA CDD

Key Activity Dates

Updated: October 2023

Highlighted boxes indicate current and upcoming projects within 60 days

Description	Reference	Submit To	Due Date	Date
Cane Toad Removal	SOP	N/A	The Cane Toad & Tadpole removal project is scheduled to commence in February. 2 night visits per month (February through November). Program will include 18 visits.	2/23 thru 11/2023
Wetland Maintenance	SOP	N/A	Wetland Maintenance as required by SFWMD is to be performed at a minimum of two times per year.	4/2023 & 10/2023
Lake & Wetland Contract	SOP	N/A	This will be an agenda item for Board consideration at the October meeting.	Agenda item 10/2023
Elide Fire Extinguishing 4" Ball (Standard Bracket) Phase I Project	SOP	N/A	Elide Fire USA Extinguishing Ball and comes with a three year warranty. All Aeration Boxes with this equipment will be reviewed and fire balls replaced every three years. Current Cost \$95.00 each.	2/2023 install 1/2026 expires
Elide Fire Extinguishing 4" Ball (Standard Bracket) Phase II Project	SOP	N/A	As discussed/approved at the April Board meeting, (50) Elide Fire Ball's to be purchased and installed under the 2023/24 Budget: Cost: Supply \$4,750 + Install \$1,070 = \$5,820.00.	Date to be determined
Annual Financial Report April Agenda Item	190.008/218.32 & 39	Florida Department of Financial Services	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year. Auditor placed on notice of deadline being no later than April 30th annually, and provide in their May agenda package for Board's consideration/approval. 2023 Audit provided in the April agenda.	Due 5/1/2024
Proposed Budget April Agenda Item	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by June 15th each year.	6/15/2024
O & M Assessment letter	SOP	N/A	Staff to provide Chairman's draft assessment letter to the Board 48 hours in advance of mailing to the Residents of proposed increases. Notices must be mailed thirty days in advance of meeting to adopt the budget and received by WHA (Corporate) forty days in advance of the hearing date.	7/1/2023 draft notice to Chairman & 7/7/23 notice to WHA
Assessment Roll Certification	Local County requirement.	Local County Tax Collector	For most counties, submission and certification of the annual assessment roll is due by September 15th each year.	9/15/2023

Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal Year with an effective of October 1st thru September 30th	10/1/2023
Adopted Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by October 1st each year.	10/1/2023
TRIM Compliance Report	200.068	Department of Revenue, Property Tax Oversight, Trim Compliance Section	No later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)	10/15/2023
Canna Lilly cut back	SOP	N/A	Seasonal cut back and removal of large stands of Canna Lilly on lake banks owned by the District, to reduce seasonal unsightliness and promote new lush and vigorous growth. Program to be considered/completed between February & March of each year if necessary.	Feb. & March Annually
Qualified Public Depositor Annual Report to CFO	280.17	Department of Financial Services- Division of Treasury - Collateral Management.	By November 30 of each year, file annual report for the period ending September 30, 2023	11/30/2023
Fiscal Year Annual District Filing Fee and Update Form	190,189.064 & 189.018 & Chapter 73C-24, F.A.C.	Florida department of Economic Opportunity (Special District Accountability Program)	Annual filing fee of \$175 is paid to the Florida department of Economic Opportunity. The filing of the Update Form is required to verify the status of the Special District and to update any changes (including changes to the registered agent). Filing Fee invoice and Update Form is mailed out by the State on October 1st of each year. The fee and form are due and must be postmarked by the following December 3rd.	12/3/2023
Laptop @ MCS	SOP	MCA GM Bill Bowden	Mr. Adams to create a cloud link on the website and will upload records of proceedings. This project is still in progress however the Webmaster is reviewing all items at this time to ensure ADA Compliance. Upon speaking with Corporate, the Webmaster has not been able to provide an estimated completion date.	On-going
Certification of District Registered Voters	190(3)(a)(2)(d)	District receives annually from the local Supervisor of Elections	Due April 15th of each year and must be read into the record at a regularly scheduled meeting (no additional filing is required)	4/15/2024
Interconnecting Drain Pipe/Outfall Structures inspection and cleanout	SOP	N/A	Annual inspection and clean out of all lake and wetland interconnecting drain pipes and control structures, that are owned and operated by the District, where the percentage of pipe block exceeds 25%. This is to include annual ROV inspections of all outfall structures.	1/17/2023 thru 6/2023

Bank Stabilization Project	SOP	N/A	Bank restoration @ North Hole #18 by Green on Lake 13 (as of 2022 current proposal cost \$11,875.00 and does not include sod, which will be installed by Thomas Lively, Director of Agronomy. Lake 13 rescheduled to commence the week of August 28th. Project should take approximately one week to complete, weather permitting.	8/28/2023
Lake Audit Report	SOP	N/A	Annual inspection and report of all District owned lakes. Report includes review of specific items related to water quality, lake maintenance deficiencies, littoral plant health and population, structural integrity of lake banks, aerator operation and any unauthorized activities in or adjacent to the lakes. This is an August agenda item.	May/June 2023
Littoral Planting Projects	SOP	N/A	Lakes will be identified during the annual Lake audit.	6/1/2023
Phase Three East - Stormwater Pond 74	SOP	N/A	The original issue date was April 16, 2020. Modified May 19, 2022. The duration of the permit is extended until October 7, 2027 per the request to SFWMD. 90 day reminder is included, as reflected. Once the stormwater planning exercise is completed, it will have to be repeated every five years.	1/1/2026 (reminder) 10/7/2027 (deadline)
Stormwater Management Needs Analysis Report	FL Statutes 403.9301 and 403.9302	20 year needs analysis	New legislation that requires the District to analyze its existing stormwater infrastructure necessary to comply with the statutory requirements to create a 20-year needs analysis. 6/30/22 and every five years there after.	6/30/2027
Preserve Fire Reduction Program - Three Year Rotation Program	SOP	N/A	As approved at the June 16, 2021 meeting; project commenced on January 3, 2022 and will continue every three years. Castellano Way Area RMZ-11 of \$14,200.00 to be added to the 3 year rotation project and added to the Fiscal Year 2023/24 Budget	1/1/2025
Est Cortile Court	SOP	N/A	First annual monitoring report submitted June 30, 2022 with a required 2nd annual report due June 30th 2023.	6/30/2023
Qualified Public Deposit Identification and Acknowledgement Form	280.02	Maintain original document in District Reports	Complete each time a new account is opened with a Qualified Public Depository.	

Bond - Disclosure	Bond Indenture Update	E.M.M.A. (Electronic Municipal Marketing Access) and Bond Trustee	<p>Loan payments each April 1 and November 1, commencing May 1, 2022.</p> <p>Section 701(g) The District shall maintain such liability, casualty and other insurance as is reasonable and prudent for similarly situated independent special districts of the State. Within the first six months of each fiscal year (April 1), the District Manager shall file with registered owner of the 2022 Note (the "Owner") a compliance certificate as confirmation of the insurance coverages relating to the 2012 Project, such compliance certificate to include, without being limited thereto, a schedule of all insurance policies required by the Indenture which are then in effect, stating with respect to each policy the name of the insurer, the amount, number, and expiration date, and the hazards and risks covered thereby. Section 701(j) Furnish a copy of the District's audit by June 30 of each year to Owner. Section 701(k) Provide copy of annual budget to Owner within 45 days after commencement of each fiscal year (November 14). Budget must specifically detail the series 2022 assessments and any other special assessment levied by the District w/ respect to such fiscal year. Section 701(l) District shall maintain records with respect to the Series 2022 Assessments which shall be updated as Series 2022 Assessments are collected. The records shall detail Series 2022 Assessments (i) levied to date on a parcel-by-parcel basis, and (ii) collected to date. An annual report setting for the foregoing information will be provided to the Owner at such times, and in such format as the Owner may reasonably request. Section 701 (m) Commencing with the tax roll adopted during calendar year 2022, the District shall provide the Owner the certified assessment roll detailing the Series 2022 Assessments, if any, to be imposed for each tax year within 30 days of the date the such roll becomes available.</p>	April 1, May 1, June 30 November 1, November 14, and 30 days from certification of assessment roll annually
Bonds - Arbitrage	IRS Regulation	IRS - if a rebate is due.	<p>The Bond Indenture refers to IRS rules which state an issuer must pay (an Arbitrage) rebate installment for computation dates that occur at least once every 5 years. Rebate payments are due within 60 days after each computation date. The final rebate payment for an issue is due within 60 days after the issue is discharged. See IRS Regulation Section 1.148-3(e) through (g).</p>	

**MEDITERRA COMMUNITY DEVELOPMENT DISTRICT
STORMWATER PONDS AND APPROXIMATE LOCATION
Last Updated 9.15.2022**

L-1	Monterosso & Villoresi	L-39	Teramo & Positano
L-2	Main Entrance Southside	L-40	Golf Course & Trebbio
L-3	Main Entrance Northside	L-41	Verona
L-4	Golf Course & Savona	L-42	Verona
L-5	Golf Course & Savona	L-43	Golf Course & Verona
L-6	Villoresi	L-44	Verona & Cortile
L-7	Golf Maintenance	L-45N	Cortile
L-8	Golf Course & Milan	L-45S	Cortile
L-9	Golf Course & Trebbio	L-46	Positano
L-10	Golf Course & Trebbio	L-47	Golf Course & Positano
L-11	Benvenuto	L-48	Brendisi
L-11B	Club House	L-49N	Golf Course & Treviso
L-12	Club House	L-49S	Golf Course & Treviso
L-12B	Club House	L-50	Serata, Calabria, and Villalago
L-13	Club House	L-52	Terrazza & Serata
L-14	Golf Course & Cortile	L-53	Amarone & Terrazza
L-15	Golf Course & Cortile	L-54	Golf Course Maintenance
L-16	Milan	L-55	Golf Course Maintenance
L-17	Golf Course & Corsini	L-56	Golf Course & Milan
L-18	Golf Course & Verona	L-57	Padova
L-19	Golf Course & Verona	L-58	Porta Vecchio
L-20	Bello Lago	L-59N	Cortile & Golf Course
L-21	Bello Lago	L-59S	Cortile & Golf Course
L-22	Medici	L-60	Golf Course & Milan
L-23	Golf Course & Corsini	L-61	Golf Course & Trebbio
L-24	Padova	L-62	Treviso
L-25	Padova	L-63	Amarone
L-26	Golf Course & Padova	L-64	Amarone
L-27 & 28	Golf Course & Ravello	L-65	Terrazza
L-29	Golf Course & Bellezza	L-66S	Celebrita & Felicita
L-30	Bellezza & Ravelo	L-67	Cellini & Buonasera
L-31	Bellezza	L-68	Lucarno & Felicita
L-32	Porta Vecchio & Bellezza	L-69	Lucarno II, Cellini, and Cabreo
L-33	Porta Vecchio	L-70	Lucarno
L-34	Golf Course & Porta Vecchio	L-71	Lucarno II
L-35	Marcello & Golf Course	L-72	Lucarno II
L-36	Marcello	L-73	Lucarno II & Cabreo
L-37	Marcello	L-74	Lucarno II
L-38	Golf Course & Teramo	L-75	Caminetto
		L-76	Caminetto

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

**ACTION/AGENDA
OR
COMPLETED
ITEMS**

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.01.18	ACTION	Move "Completed" items 6 months or older from the date moved to completed to the Archive List.	Admin Staff	X		
2	01.16.19	ACTION	Take annual sediment samples only at outfall lakes w/ muck & Lake 35 at same time & reduce water quality samples to once in July except Lake 55 adding Sept., only if issues. Staff: Provide year-over-year nitrogen & phosphorous tables. 01.18.23 Per Mr. Tilton: Being completed February to May.	Mr. Tilton	X		
3	03.03.21	ACTION	Board: Include Mrs. Adams/Mr. Willis/Mr. Greenberg in email requests to Mgt. Mrs. Adams: Respond to requests indicating person who will give info. Mr. Willis: Track all requests.	Mrs. Adams Mr. Willis	X		
4	03.03.21	ACTION	Email mtg agenda to Chair 3 days before sending to BOS.	Admin Staff	X		
5	03.03.21	ACTION	Review CDD website for accuracy & notify MCA GM of cancelled meetings/date changes to e-blast to residents.	Mr. Willis	X		
6	04.21.21	ACTION	Obtain unit pricing for all contracts moving forward.	CDD Staff	X		
7	04.21.21	ACTION	Add cloud link on website & upload record of proceedings. 11.16.22 Check status & provide update at next meeting.	Webmaster	X		
8	01.19.22	ACTION	Work with MCA Manager to ensure Staff has an opportunity to proof communications before they are sent out.	Mr. Adams	X		
9	11.16.22	ACTION	SOLitude: Add implementing fire break around each box & provide photo showing when completed. 01.18.23 Solitude: Give quote to clear foliage around aeration compressor equip.	Mrs. Adams SOLitude		X After 08.16.23 mtg	
10	11.16.22	ACTION	Include Mr. Greenberg in email chain if fire incident happens so he can alert the Board.	Mr. Bowden	X		
11	03.15.23	BOTH	Prep License Agmt for Lake 71 fountain, identify if Agmts for decorative fountains in CDD ponds exists, if not, identify ownership and get License Agmt processed. Add under Old Business. 04.19.23 Work with the MCA and HOA determining who owns and maintains the License Agreements and for Ms. Willson to work with either one to get them executed 05.17.23: Ms. Willson and Mrs. Adams are in communication with Mr. Bowden and Mr. George regarding ownership of the	Mrs. Adams Ms. Wilson	X		

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
			fountains. Several more will be reviewed before the Fountain Maintenance Agreements are completed 08.16.23 : The MCA License Agreement is in the agenda for execution. The Monterosso License Agreement is ongoing.				
12	08.16.23	ACTION	Meet with Ms. Willson regarding SOLitude termination letter.	Mrs. Adams	X	X After 08.16.23 mtg	
13	08.16.23	ACTION	Obtain proposals to determine the scope and assess the costs for initial cleanup, subject to review by District Counsel.	Mrs. Adams	X	X After 08.16.23 mtg	
14	08.16.23	ACTION	Revisit Lake Audit Report and add ID to each Evaluation Sheet, as well as correct typo in the Memorandum.	Mr. Willis	X		
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.15.23	ACTION	Obtain proposals from past Marketing Consultants.	Tilton/Adams Mr. Greenberg		X	04.19.23
2	04.20.22	BOTH	Have MRI revise/update Inspection Rpts to include ROV of outfall structures. 05.18.22 Done but keep as action item.	Mrs. Adams		X	05.17.23
3	1.18.23	ACTION	Install GFCI Breakers on aeration boxes. Solitude quote approved and waiting for schedule to complete. In progress.	Mrs. Adams		X	05.17.23
4	1.18.23	ACTION	Remove "2017 Note" & footnote Unaudited Financials.	Mr. Adams		X	05.17.23
5	01.18.23	BOTH	Change "Future aeration replacement" on p.2 of Unaudited Financials to "Aeration systems repair and replacement" 2.15.23 : Budget amendment required- on April Agenda.	Mr. Adams		X	05.17.23
6	01.18.23	BOTH	Remind Auditors of April audit deadline. Audit to be an April agenda item. 04.19.23 The Final Report will be updated and emailed to the Board, unless there are material changes.	CDD Staff		X	05.17.23
7	01.18.23	BOTH	Include draft FY2024 Budget as April agenda item. 04.19.23 Add new budget line items & update existing budget lines items to the proposed budget as discussed and present Resolution 2023-05 to set the Public Hearing at the next mtg.	CDD Staff		X	05.17.23
8	02.15.23	BOTH	Request bids to clear Castellano Way from Cintron, EarthBalance and Premier pertaining to fire reduction.	Mr. Tilton		X	05.17.23
9	02.15.23	BOTH	Provide proposal for Nature Trail & Board Walk renderings. 03.15.23/04.19.23 Update renderings & slide, costs for trail, provide proposal for IPE wood deck & cost recovery for this and other types of materials.	Mr. Tilton		X	05.17.23
10	02.15.23	ACTION	Define "pole saw" clearing height for clearing 30' around GFCI breaker boxes in conservation area.	Mr. Tilton		X	05.17.23
11	02.15.23	ACTION	Walking trail in conservation area: Research found no plan or text that shows any passive recreation in the conservation areas. Reattempt when application is completed.	Mr. Tilton		DELETE	05.17.23
12	03.15.23	BOTH	Email Mr. Radford map to provide proposal to clean 50% blocked pipe & update change order to Mrs. Adams & proposals to inspect all non-CDD structures except for Medici.	MRI Mr. Tarr		X	05.17.23

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
13	03.15.23	BOTH	Prep License Agmts for CDD control to inspect, clean, maintain & repair all pipes. Prep draft letter to The Club & MCA for Mr. Greenberg's review. Include costs in FY 2024 proposed budget. 05.17.23: DELETE as this is not a CDD item.	Ms. Willson Mrs. Adams		DELETE	05.17.23
14	03.15.23	BOTH	Obtain cost to install fireballs in compressor boxes outside conservation area. 04.19.23 Added to FY24 budget.	SOLitude Mrs. Adams		X	05.17.23
15	03.15.23	ACTION	RG/VG: Prep communique of projects. Tilton/Adams: Provide language about lake bank repair projects & control structures.	RG/ VG Tilton/ Adams		X	05.17.23
16	03.15.23	ACTION	Contact Egis to determine cost to insure boardwalk.	Mr/Mrs Adams		DELETE	05.17.23
17	03.15.23	ACTION	Obtain financing costs for boardwalk project.	Mr/Mrs Adams		DELETE	05.17.23
18	03.15.23	ACTION	RE: boardwalk project, research if CDD can charge fees on acquisition/disposition. 05.17.23: determined impractical.	Ms. Willson		DELETE	05.17.23
19	04.19.23	ACTION	Amend Priority Marketing contract.	Ms. Willson		X	05.17.23
20	05.17.23	ACTION	Email Mr. Willis the exact verbiage for the website.	Mr. Tarr		X	06.21.23
21	05.17.23	ACTION	Make Supervisors' revisions to proposal piece & survey; send final version to Mr. Greenberg by 05.26.23.	Ms. Babair		X	08.16.23
22	05.17.23	ACTION	Email 3communications to residents, begin with handout "teaser" 3 days before survey. Send emails to BOS for approval before sending.	Ms. Babair		X	08.16.23
23	06.21.23	ACTION	Defective Work Notice will be issued giving SOLitude a certain amount of time to remedy the issues.	Mrs. Adams		X	08.16.23
24	06.21.23	ACTION	Send License Agreements & Letters fountain owners for signature; those who don't sign will be asked to remove the fountain(s).	Mrs. Adams		DELETE	08.16.23
25	03.15.23	ACTION	SOLitude-extra service: Remove trash/vegetation/clean Lakes 73 & 69 behind Cabero. 04.19.23 Have SOLitude remove debris at no charge. 05.17.23: SOLitude coming nxt week.	Mrs. Adams SOLitude	X	DELETE	08.16.23
26							