

MEDITERRA

COMMUNITY DEVELOPMENT DISTRICT

December 4, 2024

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

November 27, 2024

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 December 4, 2024 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. Discussion: EarthBalance Corporation Agreement for Aquatic Maintenance Services
5. Discussion/Consideration: Johnson Engineering, LLC Professional Services Supplemental Agreement for Mediterra Lakes Assessment [Cost Analysis for Stormwater System Comprehensive Evaluation]
6. Discussion/Consideration: Project Manual for Right-of-Way Fuel Reduction Services
7. Update/Discussion: Fuel Load Reduction Project
 - A. ROW Management Zones [Proposing Change Order to Current Agreement with EarthBalance for Balance of Areas]
 - B. Residential Conservation Zones [Proposing an RFP for Year 1 with Option in the Agreement to Add Year 2 & Year 3 in Following Years]
8. NEXT MEETING DATE: January 15, 2025 at 9:00 AM

○ QUORUM CHECK

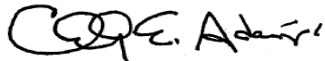
| | | | | |
|--------|----------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | MARY WHEELER | <input type="checkbox"/> IN-PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | KENNETH TARR | <input type="checkbox"/> 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 | STEPHEN LIGHT | <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 |

9. Public Comments (*3 minutes per speaker*)

10. 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

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

THIS AGREEMENT (the “Agreement”) is made and entered into this 18th day of October, 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

EarthBalance Corporation, a Florida corporation, whose address is 2570 Commerce Parkway, North Port, Florida 34289 (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 seventy-six (76) 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 Three Hundred Forty-Nine Thousand, Three Hundred Sixty-Four Dollars and Sixty Cents (\$349,364.60) per year, which amount includes all labor, materials and services necessary to complete the Services, as more specifically set forth in Exhibit B.
- B.** The 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 oner (1) additional one-year term 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:** EarthBalance Corporation
2570 Commerce Parkway
North Port, Florida 34289
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, CRISMONDC@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:

COPCAL
Secretary / ~~Assistant Secretary~~

**MEDITERRA COMMUNITY
DEVELOPMENT DISTRICT**

[Signature]
Chairperson, Board of Supervisors

Witness:

EarthBalance Corporation

Becky Adams
Signature of Witness

By: Cristine Borowski

Becky Adams
Print Name

Print Name: Cristine Borowski

Title: Vice President

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.

Legend

- Medterra CDD
- Adjacent CDDs
- Lawns

Notes

- The map is an aerial photograph of the project area. The map is not to scale.
- The map is not a legal document. It is for informational purposes only.
- The map is not a survey. It is for informational purposes only.

PROJECT LOCATION

GIS SOLUTIONS, INC.

MEDITERRA CDD

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 | \$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 |

November 1, 2023 thru October 31, 2024

First Year

12 Month
Price

| Description | I.D. # | 12 Month 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, 2023 thru October 31, 2024

| First Year | | 12 Month |
|-------------------------|--------|--------------|
| Description | I.D. # | 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 | \$8,2441.21 |
| 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~~

| Description | I.D. # | 12 Month Price |
|-------------|---------|-------------------|
| "A" Lake | L1 | \$ 18,252.00 |
| "A" Lake | L2 | \$ 2,340.00 |
| "A" Lake | L3 | \$ 1,872.00 |
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November 1, 2024 thru October 31, 2025

Second Year
-First Year

12 Month

| Description | I.D. # | Price |
|----------------|--------|---------------|
| "A" - Lake | L52 | \$7,644.00 |
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| "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~~

| Description | I.D. # | 12 Month Price |
|---|--------|-------------------|
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| Conservation | 2 | \$1,740.20 |
| Conservation | 3 | \$4,835.08 |
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| 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 ^{Second} | | \$349,364.60 |

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

EARTHBALANCE CORPORATION

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

EARTHBALANCE

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

2570 COMMERCE PARKWAY

6 City, state, and ZIP code

NORTH PORT, FLORIDA 34289

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 2 6 1 2 2 0 8

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 ►

Cashin Borowick

Date ► **1.1.2023**

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.



Local Business Tax Receipt

EARTHBALANCE CORP
EARTHBALANCE CORP
2570 COMMERCE PARKWAY
NORTH PORT, FL 34289

Dear Business Owner:

Your **2023 - 2024** Lee County Local Business Tax Receipt is attached below for account number / receipt:
number: **1070745 / 9402884**

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

- Business name
- Ownership
- Physical location
- Business closed

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

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2023-2024 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1070745
Receipt Number: 9402884
State License Number:

Location:
2579 N TOLEDO BLADE BLVD
NORTH PORT, FL 34289

EARTHBALANCE CORP
EARTHBALANCE CORP
2579 N TOLEDO BLADE BLVD
NORTH PORT, FL 34289

Account Expires: September 30, 2024

May engage in the business of:

CONSULTANT

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID INT-00-01483506

09/15/2023

\$ 50.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2023

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 | FAX (A/C, No): 727-521-2902 |
| | E-MAIL ADDRESS: certificates@w3ins.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Amerisure Ins. Co. | 19488 |
| | INSURER B : Westchester Surplus Lines Ins. Co. | 10172 |
| | INSURER C : ACE Property & Casualty Ins. Co. | 20699 |
| | INSURER D : Travelers Excess & Surplus Lines Co. | 29696 |
| | INSURER E : | |
| | INSURER F : | |

INSURED
EarthBalance Corporation
dba Earthbalance
2570 Commerce Parkway
North Port FL 34289

EARTCOR-01

COVERAGES

CERTIFICATE NUMBER: 1009332095

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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|----------------------------|-------------------------|-------------------------|--|
| B | <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"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Primary Non Cont | | G47421184001 | 8/23/2023 | 8/23/2024 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 15,000 |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | H08884699001 | 8/23/2023 | 8/23/2024 | 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 DED <input checked="" type="checkbox"/> RETENTION \$ n | | G47421226001 | 8/23/2023 | 8/23/2024 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A | | 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 |
| B D | Professional / Pollution Liab Retro Date 2/18/1997 Excess Liab - Travelers | | G47421184001 EX8T014454 | 8/23/2023 8/23/2023 | 8/23/2024 8/23/2024 | Each Claim/Aggregate Deductible \$2M/\$2M Per Occurrence/Aggreg 15,000 \$3M/\$3M |

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

Automatic additional insured and waiver of subrogation applies in favor of The Mediterra Community Development District, its staff, consultants, agents, employees and supervisors if required by written contract, subject to terms, conditions, and exclusions of the policies, per attached blanket endorsement forms.

The General Liability and Auto Liability policies includes an endorsement providing that thirty days' notice of cancellation will be furnished to the Certificate Holder, except for nonpayment of premium, in which case ten days of notice will be given.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Mediterra Community Development District 9220 Bonita Beach Road, Suite #214 Bonita Springs FL 34135 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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Request for Taxpayer Identification Number and Certification

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

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

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

Crosscreek Environmental, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

111 61st Street East

6 City, state, and ZIP code

Palmetto, FL 34221

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

2 0 - 8 4 1 4 6 6 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Carlton Campbell

Date ► 10/19/2023

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.

State of Florida

Department of State

I certify from the records of this office that CROSSCREEK ENVIRONMENTAL, INC. is a corporation organized under the laws of the State of Florida, filed on February 8, 2007, effective February 8, 2007.

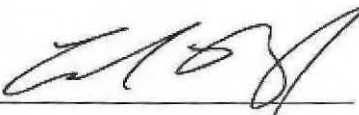
The document number of this corporation is P07000017847.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 27, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
January, 2023*




Secretary of State

Tracking Number: 4292077710CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

5

PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT NO. _____

THIS IS A SUPPLEMENTAL AGREEMENT made as of _____, 20__, between **MEDITERRA COMMUNITY DEVELOPMENT DISTRICT** ("CDD/OWNER") and **JOHNSON ENGINEERING, LLC** ("CONSULTANT").

For **Mediterra Lakes Assessment**, (the "Project").

This Professional Services Supplemental Agreement ("Supplemental Agreement") is made and entered into on the date first written above between OWNER and CONSULTANT, and is made pursuant to and shall be attached to and made a part of the Professional Services Agreement ("Original Agreement"), for the Project known as **District Engineer – General Engineering**, Section 11, Township 48 South, Range 25 East, which Original Agreement was made and entered into on **February 26, 2003**.

Execution of this Supplemental Agreement by CONSULTANT and OWNER constitutes OWNER's written authorization to CONSULTANT to proceed on the date first above written with the Services or amended Services described in Exhibit A, ("Scope of Services") and in other exhibits listed below. This Supplemental Agreement will become effective on the date first above written. All of the covenants, terms, conditions, provisions, and contents of the Original Agreement, referred to hereinabove, and any Amendments executed thereto, shall be and are applicable to this Supplemental Agreement, as if the same were set forth and contained herein.

A determination has been made by the OWNER and the CONSULTANT that pursuant to and under the purview of the Original Agreement, the OWNER and CONSULTANT desire to supplement the service(s) of said CONSULTANT.

The OWNER hereby authorizes the CONSULTANT, and the CONSULTANT hereby agrees, to provide and perform the particular services and/or work as set forth hereinafter as a supplement to the services and/or work previously authorized and agreed to.

SECTION 1.00 SCOPE OF PROFESSIONAL SERVICES

CONSULTANT hereby agrees to provide and perform the professional services, tasks, and work required and necessary to complete the services and work as set forth in Exhibit A entitled "Scope of Services", which is attached hereto and made a part of this Supplemental Agreement.

SECTION 2.00 COMPENSATION

The OWNER shall pay the CONSULTANT for all requested and authorized services, tasks, or work completed under this Supplemental Agreement by the CONSULTANT, in accordance with the provisions for compensation and payment of said services, tasks, or work as set forth and described in Exhibit B, entitled "Compensation", which is attached hereto and made a part of this Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement to be effective as of the date first above written.

OWNER:

**MEDITERRA
COMMUNITY DEVELOPMENT
DISTRICT**

Signature

By: Chesley "Chuck" Adams
Name Typed or Printed

Title: Director of Operations

Address for giving notices:

Mediterra CDD c/o
Wrathell, Hunt & Associates, LLC
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135

Phone: (239) 464-7114

Email: adamsc@whhassociates.com

ATTEST:

Secretary

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization,

this _____ day of _____, 20____, by _____.

CONSULTANT:

JOHNSON ENGINEERING, LLC

Signature

By: Lonnie V. Howard
Name Typed or Printed

Title: President

Address for giving notices:

Johnson Engineering, LLC
2122 Johnson Street
Fort Myers, Florida 33901-3408

Phone: (239) 334-0046

Email: lhoward@johnsoneng.com

Notary Public

Name typed, printed or stamped (Seal)

____ Personally Known OR

____ Produced Identification

Type of Identification Produced _____

Exhibit A

Exhibit A consisting of **five** (5) page(s) referred to in the Professional Services Supplemental Agreement between OWNER and CONSULTANT for professional services dated _____.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:
OWNER _____
CONSULTANT _____

SCOPE OF SERVICES

PROFESSIONAL SERVICES OF THE CONSULTANT:

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services referred to hereinbefore is hereby supplemented so that the SERVICE PROVIDER shall provide and perform the following professional services, tasks, or work as a supplement to the scope of services previously agreed to and authorized:

SCOPE OF SERVICES DEFINITIONS

The following are definitions of terms relating to scope items throughout this proposal:

- PROJECT refers to the Mediterra Lakes Assessment
- CONSULTANT refers to Johnson Engineering, LLC.
- OWNER refers to The Mediterra Community Development District

PROJECT BACKGROUND

The Mediterra Community Development District (OWNER) has expressed an interest in understanding the current stormwater lakes quality and therefore, has requested professional engineering services from Johnson Engineering, LLC (CONSULTANT) for an independent comprehensive review of the seventy-six (76) lakes within the Mediterra Community to include:

- General consultation, project coordination, and meeting attendance
- Littoral plantings – conduct lake(s) site observations to visually assess and evaluate the littorals, confirm the identity of the plant species, determine plant coverage areas, assess the overall quality of the existing ponds vegetation, and verify plant health and performance
- Vegetation maintenance review to document potential issues which may require resolution, such as existence of invasive/nuisance vegetation, and potential eutrophication related issues
- Water quality - specific lake(s) testing comprises limited field water chemistry assessment to include dissolved oxygen levels, and general visual and odor observation
- Lake bank erosion assessment – identify areas of lake banks with drop-offs greater than nine (9) inches vertical, rocks, stumps, and debris to be removed, gully repair, rip rap repair, sod repair, or other spot location deficiencies
- Identify sources of erosion that cause gullies and washouts such as pool & roof discharges

- Illicit discharges – identify the visible release of any substance into the lakes other than stormwater. This includes dumping, spilling, or emitting substances that can introduce pollutants such as heavy metals, oil, and grease
- General observation and documentation of the visible lake(s) stormwater structures (ex. outfall structures and headwalls) and identify visual deficiencies such as broken or missing grates, or spalling concrete. This does not include structures that are underwater at the time of the observation.
- Preparation and presentation of two final reports for the “Limnological Assessment Report” and “Lake Bank Assessment Report” including accompanying plan sets

TASK 1.0 – GENERAL CONSULTATION, PROJECT COORDINATION, & MEETING ATTENDANCE

CONSULTANT shall communicate and coordinate with the OWNER and District Staff for scheduled activities for site visits and attend any meetings deemed necessary to provide updates and respond to the OWNER during the duration of the PROJECT. CONSULTANT shall communicate and coordinate with field and office staff for the project activities including the field survey, aerial survey, field/office work for vegetation assessment and report, water quality testing, field/office work for the lake(s) banks assessment and report.

OWNER shall be responsible to issue a community notification that drone activities will occur above the seventy-six lakes during an established time period, to be determined.

TASK 2.0 – LAKE(S) VEGETATION CONDITIONS ASSESSMENT & PLANS

The CONSULTANT shall utilize information generated in Task 2.1 to assess lake vegetation within the privately maintained Mediterra Community Development District. The CONSULTANT and/or a SUB-CONSULTANT shall perform aerial photography via either a drone-controlled camera or traditional manned aircraft at necessary portions of each lake to assist in documenting existing lake vegetation. The CONSULTANT shall incorporate the current drone images into the “Littoral Assessment Plan Set” to be included in the final “Limnological Assessment Report” referred to in Task 2.2. This plan set will document the areas of existing lake vegetation at the time of the drone flight and include general line work from the approved development plans, provided by others, to depict location context and lake littoral planting areas. Each lake plan will be appropriately scaled on an individual basis and include lake bank vegetation tables identifying plant species and percentage of species coverage. The preparation of the “Littoral Assessment Plan Set” will be based on data collected from lake site visits, aerial photography, development linework provided by others, and limnological assessment. The final plan set will be included in the “Limnological Assessment Report” in digital (.PDF) format on 11”x17” sheets.

The deliverable for this task shall be a final plan set in digital (.PDF) format on 11”x17” sheets.

TASK 2.1 – FIELD/OFFICE WORK FOR VEGETATION OBSERVATIONS

The CONSULTANT shall conduct lake site visits at seventy-six (76) lakes to record and document the physical limits of existing lake vegetation and visually assess and evaluate the littorals, confirm the identity of the plant species, determine approximate percentage plant coverage areas, assess the overall quality of the existing pond vegetation, and document potential issues which may require resolution. Potential issues include existence of invasive/nuisance vegetation and eutrophication related issues. This additional

information will be included in the “Littoral Assessment Plan Set” for review and consideration during the presentation of the “Limnological Assessment Report” and recommendations.

CONSULTANT shall create an appendix of the photographic documentation, a table of vegetation species and coverages, for inclusion in a “Limnological Assessment Report”. This report will also summarize the methods used in evaluating the seventy-six (76) lakes within the community.

The deliverable for Task 2.1 shall be the deliverable as identified in Task 2.2.

TASK 2.2 – LIMNOLOGICAL ASSESSMENT OF LAKE SYSTEM & REPORT

SUB-CONSULTANT shall prepare a final “Limnological Assessment Report” and presentation, utilizing information generated in the other tasks. SUB-CONSULTANT shall attend one meeting with the OWNER to present the “Limnological Assessment Report” and to discuss the findings and recommendations.

The deliverable for this task shall be the “Limnological Assessment Report” including the “Littoral Assessment Plan Set” The CONSULTANT shall provide the OWNER with a digital (.PDF) copy of this report and plan set as a final project deliverable. Any revisions requested following the delivery of the final report shall be considered in addition to the scope and fee provided herein.

TASK 3.0 – WATER QUALITY TESTING AND OBSERVATIONS

CONSULTANT will collect one (1) set of dry season (March-May) water quality (WQ) samples from seven (7) lakes within the Mediterra CDD boundaries (L-24, L-35, L-37, L-52, L-55, L-66S and L-76). Field measurements including Temperature (°C), Dissolved Oxygen (%), Specific Conductance (µg/L), and pH will be collected using a Florida Department of Environmental Protection (FDEP) approved WQ meter. Additionally, to the field readings a Secchi disk depth (ft) measurement will be taken. WQ samples will be collected no less than two (2) feet below the surface of the water from the center of the lakes using a vessel. Sampling will be conducted in accordance with applicable FDEP Standard Operating Procedures (SOP's), and samples will be delivered to an accredited certified water laboratory following proper chain-of-custody procedures under standard turnaround time. The WQ samples will be analyzed for total nitrogen (TN), total phosphorus (TP), chlorophyll-a and color. The WQ results will be incorporated into the “Limnological Assessment Report” (Task 2.2) as a one-time snapshot of current conditions to determine conditions of each lake.

The deliverable for this task shall be the compilation of the lab results for the testing of the seven lakes.

TASK 4.0 – LAKE(S) BANKS CONDITION ASSESSMENT FIELD WORK

CONSULTANT shall make the necessary site visits to visually assess and document the existing conditions of the lake banks located within the privately maintained Mediterra Community Development District as follows:

- Identify areas of lake banks with drop-offs greater than nine (9) inches vertical, rocks, stumps, and debris to be removed, gully repair, rip rap repair, sod repair, or other spot location deficiencies
- Identify sources of erosion that cause gullies and washouts, such as pool & roof discharges

- Look for and identify illicit discharges which are the visible release of any substance into the lakes other than stormwater. This includes dumping, spilling, or emitting substances that can introduce pollutants such as heavy metals, oil, and grease
- General observation of the visible lake stormwater structures (ex. outfall structures and headwalls) and identify visual deficiencies such as broken or missing grates, or spalling concrete. This does not include structures that are underwater, buried, or not visible at the time of the observation. Internal portions of stormwater structures will not be inspected. This is not intended to be an exhaustive inspection of the structures.

The information generated from this task shall be included in the “Lake Bank Assessment Report” and plan set as identified in Task 4.1.

TASK 4.1 – LAKE(S) BANKS CONDITION ASSESSMENT REPORT & PLANS

CONSULTANT shall analyze and document findings and prepare a report for the OWNER. The report shall include suggested types of lake bank rehabilitation/restoration efforts for consideration of a maintenance program for the lake banks.

The final plans shall include a lake tabulation showing the total perimeter and the linear feet of needed repairs and type of repair as well as stormwater structure observations. The plan set will be in digital (.PDF) format on 11”x17” sheets at a scale of 1”=100’. The CONSULTANT shall provide the OWNER with a digital (.PDF) copy of this report and plan set as a final project deliverable. Any revisions requested following the delivery of the final report shall be considered in addition to the scope and fee provided herein.

The CONSULTANT in no way will warranty any lake bank restoration/rehabilitation efforts performed during and after the lakes assessment has been performed. The CONSULTANT will not guarantee the life or longevity of the current or future conditions of the lake banks. The report will provide professional opinions and recommendations and shall be considered and treated as such. The OWNER assumes all liability for the lake’s current conditions and the lake bank stabilization workmanship and installation.

The deliverable for this task shall be a “Lake Bank Assessment Report” and a 11”x17” digital (.PDF) plan set as mentioned above.

TASK 5.0 – MEETING ATTENDANCE AND PRESENTATION TO CLIENT

Upon preparation of a final report, the CONSULTANT shall attend a meeting to present and discuss the findings and recommendations with the OWNER.

The deliverable for this task is meeting attendance and presentation of the final reports and accompanying plan sets.

DELIVERABLES

- Limnological Assessment Report & accompanying Littoral Assessment Plan Set
- Lake Bank Assessment Report & accompanying Lake Bank Assessment Plan Set

REIMBURSABLE EXPENSES

This task will cover courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project, as needed.

EXCLUDED SERVICES

Changes from the anticipated scope of services as described herein will require an adjustment to CONSULTANT's compensation, which shall be negotiated and authorized through a Change Order or Supplemental Agreement executed by both parties.

Specific exclusions from the scope of work include:

- Boundary and topo graphic survey
- Archaeological surveys and impact assessments
- Subsurface Utility Exploration (SUE)
- Title work
- Preparation of easements or sketch & descriptions
- Geotechnical investigation or engineering
- Structural Engineering
- Architectural Services
- Fencing or signage
- Well Permits
- Zoning
- Development of engineering design plans
- Utility design services
- Pathway lighting design
- Landscape design
- Construction cost estimate
- Permitting fees
- Water use permits
- South Florida Water Management District (SFWMD) permitting
- U.S. Army Corps of Engineers (USACOE) Permitting
- Utility coordination
- Bid packages
- Construction engineering observation services
- Record drawings

Exhibit B

Exhibit B consisting of two (2) page(s) referred to in the Professional Services Supplemental Agreement between OWNER and CONSULTANT for professional services dated _____.

Initial:
OWNER _____
CONSULTANT _____

COMPENSATION

Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided, and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT'S services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing.

Time and Materials (T&M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Exhibit B as Attachment No. 1. The amount payable for the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A will be the amount billed to CONSULTANT times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

Estimated Fees: CONSULTANT'S estimate of the amount that will become payable for Services (including CONSULTANT'S Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT's estimate, CONSULTANT shall endeavor to give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of compensation for such Services, and either OWNER shall accede to such compensation exceeding said estimated amounts or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are completed. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in "Exhibit A" entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

| TASK | ITEM | AMOUNT (Estimated if T&M) | FEE TYPE (LS; T&M) |
|--|--|--|-----------------------------------|
| 1.0 | General Consultation, Project Coordination, & Meeting Attendance | \$25,908.00 | LS |
| 2.0 | Lake(s) Vegetation Conditions Assessment & Plans (Lake Plans) | \$72,094.00 | LS |
| 2.1 | Field/Office Work for Vegetation Observations | \$20,488.00 | LS |
| 3.0 | Water Quality Testing & Observations | \$4,826.00 | LS |
| 4.0 | Lake(s) Banks Condition Assessment Field Work | \$62,154.00 | LS |
| 4.1 | Lake(s) Banks Condition Assessment Report & Plans | \$26,518.00 | LS |
| 5.0 | Meeting Attendance & Presentation to Client | \$2,544.00 | LS |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL COMPENSATION FOR CONSULTANT'S SERVICES: | | \$214,532.00 | LS |

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the OWNER shall compensate the CONSULTANT as follows:

| TASK | SUB-CONSULTANT | AMOUNT (Estimated if T&M) | FEE TYPE (LS; T&M) |
|--|--|--|-----------------------------------|
| 2.2 | Ceilley Aquatic Science & Ecology - Limnological Assessment & Report | \$16,900.00 | LS |
| 3.0(a) | Benchmark Analytical | \$1,248.50 | T&M |
| | | | |
| TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES: | | \$18,148.50 | LS; T&M |

For reimbursable expenses of CONSULTANT, the OWNER shall compensate the CONSULTANT as follows:

| REIMBURSABLE EXPENSES | AMOUNT (Estimated if T&M) | FEE TYPE (LS; T&M) |
|---|--|-----------------------------------|
| Courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project. | \$2,500.00 | T&M |
| Field monitoring instrument(s) & equipment | \$251.50 | T&M |
| TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES: | \$2,751.50 | T&M |

| | | |
|--|---------------------|--------------------|
| TOTAL COMPENSATION INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES: | \$235,432.00 | LS; T&M |
|--|---------------------|--------------------|

**PROFESSIONAL SERVICES
HOURLY RATE SCHEDULE**
September 6, 2022

Professional

| | |
|---|-------|
| 9 | \$330 |
| 8 | \$270 |
| 7 | \$248 |
| 6 | \$220 |
| 5 | \$193 |
| 4 | \$176 |
| 3 | \$165 |
| 2 | \$138 |
| 1 | \$127 |

Technician

| | |
|---|-------|
| 6 | \$182 |
| 5 | \$154 |
| 4 | \$132 |
| 3 | \$110 |
| 2 | \$88 |
| 1 | \$77 |

Administrative

| | |
|---|-------|
| 3 | \$105 |
| 2 | \$94 |
| 1 | \$77 |

Field Crew

| | |
|----------|-------|
| 4-Person | \$270 |
| 3-Person | \$231 |
| 2-Person | \$182 |

Field Equipment

Field Equipment on Separate Schedule

Expert Witness \$440

**Reimbursable Expenses
and Sub-Consultants** Cost + 10%

**Construction Engineering and Inspection
(CEI Services)**

| | |
|----------------------------------|-------|
| CEI Services Manager | \$204 |
| CEI Senior Project Administrator | \$182 |
| CEI Project Administrator | \$165 |
| Contract Support Specialist | \$138 |
| Senior Inspector | \$127 |
| CEI Inspector III | \$116 |
| CEI Inspector II | \$105 |
| CEI Inspector I | \$94 |
| Compliance Specialist | \$105 |
| CEI Inspector's Aide | \$77 |

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

6

PROJECT MANUAL

FOR

**RIGHT-OF-WAY FUEL REDUCTION
SERVICES**

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT
Collier and Lee Counties, Florida

Date of Issue: July 1, 2024 at 4:00 p.m.

Due Date: July 29, 2024 at 3:00 p.m.

PROJECT MANUAL
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- I. PUBLIC NOTICE
- II. INSTRUCTIONS TO PROPOSERS
- III. EVALUATION CRITERIA
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- V. PROPOSAL FORMS
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PART III – EXPERIENCE
PART IV - PRICING
SIGNATURE PAGE
- VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND
PURCHASING, E-VERIFY, AND NON-COLLUSION
- VII. FORM OF RIGHT-OF-WAY FUEL LOAD REDUCTION SERVICES
AGREEMENT

Exhibit A – Johnson Engineering Scope of Services and Service Maps

I. PUBLIC NOTICE

RIGHT-OF-WAY FUEL LOAD REDUCTION REQUEST FOR PROPOSALS MEDITERRA COMMUNITY DEVELOPMENT DISTRICT Collier and Lee Counties, Florida

Notice is hereby given that the Mediterra Community Development District (“**District**”) will accept proposals from qualified companies (“**Proposers**”) interested in providing right-of-way fuel load reduction services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to Mark Zordan at maz@johnsoneng.com beginning **July 1, 2024 at 4:00 p.m.** (the “Proposal Pick-Up Time”). In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with fuel reduction service projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have requested the Project Manual via email.

Firms desiring to provide services for this project must submit bids, either by hand delivery mail, or other delivery system, to include one original and one copy and an electronic file or a file in portable document format (PDF) file on a flash-drive no later than July 29 at 3:00 p.m. (ET) to Johnson Engineering, Inc., 2122 Johnson Street, Fort Myers, Florida 33901, Attention: Mark Zordan. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Mediterra Community Development District – Right-of-Way Fuel Load Reduction Services) ENCLOSED” on the face of it. Hand delivered proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated below; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Each Proposer shall submit a proposal guarantee in the form of a bid bond or cashier’s check in the amount of five percent (5%) of proposal amount with its proposal (the “Proposal Guarantee”). The Proposal Guarantees shall be held until the time of award of contract with the successful proposer at which time the Proposal Guarantees shall be returned to all unsuccessful Proposers. If the successful Proposer shall not enter into the Contract as within fourteen (14) days as set forth below, the Proposer shall forfeit its Proposal Guarantee to the District.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the Proposal Pick-Up Time. The formal protest setting forth with particularity the facts and law upon which the protest is based

shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Johnson Engineering, Inc., the District Engineer care of Mark Zordan at maz@johnsoneng.com.

All proposals will be publicly opened at a meeting of the District to be held at **3:00 p.m. (ET), July 29, 2024**, at the office of the District Engineer, Johnson Engineering, Inc., 2122 Johnson Street, Fort Myers, FL 33901. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Manager's Office at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by phone at (561) 571-0010.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (561) 571-0010, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Mediterra Community Development District
Chuck Adams, District Manager

II. INSTRUCTIONS TO PROPOSERS

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT RIGHT-OF-WAY FUEL LOAD REDUCTION SERVICES

Collier and Lee Counties, Florida

Instructions to Proposers

1. **DUE DATE.** Sealed proposals (“**Proposals**”) must be received from interested parties (“**Proposer(s)**”) no later than **July 29, 2024, at 3:00 p.m. (ET)**, to 2122 Johnson Street, Fort Myers, Florida 33901, Attention Mark Zordan.

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

| DATE/TIME | EVENT |
|----------------------------------|---|
| July 1, 2024 | RFP Notice is issued. |
| July 1, 2024 at 4:00 /p.m. | RFP package available for pick-up or download (“Proposal Pick-Up Time”) |
| July 2, 2024 to July 24, 2024 | Site inspections available. |
| July 24, 2024 at 5:00 p.m. | Deadline for questions. |
| July 29, 2024 at 3:00 p.m. | Proposals submittal deadline. |
| July 29, 2024 at 3:00 p.m. | Public meeting to open bids. |
| August 21, 2024 at 9:00 a.m. | Board Meeting to evaluate proposals received. |
| September 1, 2024 | Notice to Proceed anticipated to be issued. |

3. [RESERVED]

4. **SIGNATURE ON PROPOSAL; CORRECTIONS.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member 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 was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

5. [RESERVED]

6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the shrubs, trees, palms, vegetation, weeds, , ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory vegetation removal thereof. The Proposer agrees to accept the site in an “as is” condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

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

8. PROJECT MANUAL. The “Project Manual” and any addenda thereto, will be available from the District’s Engineer by sending an email to maz@johnsoneng.com beginning **July 1, 2024 at 4 p.m.** A Confirmation Form (see Proposer’s Forms – Part V) is to be emailed to the Owner’s Engineer, Mr. Mark Zordan, at maz@johnsoneng.com, confirming that the Bidder has received the Bid Documents and that they are legible, usable and complete.

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

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

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Johnson Engineering, Inc., District Engineer, care of Mark Zordan at maz@johnsoneng.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to questions or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Questions received after **July 24, 2024, at 5:00 p.m.** will not be

answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally.

12. SUBMISSION OF PROPOSAL. Submit one electronic file or one (1) original hard copy, one copy, and an electronic file or a file in portable document format (PDF) file on a flash-drive, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Mediterra Community Development District – Right-of-Way Fuel Load Reduction Services) ENCLOSED” on the face of it. Hand delivered proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project title and name. Emailed proposals will not be accepted. All costs to prepare and submit a response shall be borne by the Proposer. All proposals will be publicly opened on **July 29, 2024, at 3:00 p.m. (ET)**, at the office of the District Engineer, Johnson Engineering, Inc., 2122 Johnson Street, Fort Myers, Florida 33901.

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

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of proposal as indicated on the proposal sheet included in Exhibit A. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary. Each Proposer shall submit a proposal guarantee in the form of a bid bond or cashier’s check in the amount of five percent (5%) of proposal amount with its proposal (the “Proposal Guarantee”). The Proposal Guarantees shall be held until the time of award of contract with the successful proposer at which time the Proposal Guarantees shall be returned to all unsuccessful Proposers. If the successful Proposer shall not enter into the Contract as within fourteen (14) days as set forth below, the Proposer shall forfeit its Proposal Guarantee to the District.

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

- A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.

- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, fuel load reduction services over the past 5 years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- E. A list of the total annual dollar value of work completed for the last three (3) years.
- F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- G. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.
- H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- I. Completed proposal pricing sheet. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs..
- J. A current Certificate of Insurance and proof of financial capability, as specified herein.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the

District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

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

19. CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("**Contractor**") is expected to commence work on or about September 1, 2024, or on such other date as may be specified by the district in a written Notice to Proceed. The contract shall be for the duration of the Project, not to exceed ninety days, and, upon expiration or termination. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total proposal.

The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

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

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

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

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

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

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

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

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

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

29. PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, adamsc@whhassociates.com.

30. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

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III. EVALUATION CRITERIA

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS RIGHT-OF-WAY FUEL LOAD REDUCTION SERVICES

EVALUATION CRITERIA

1. Personnel & Equipment (15 Points Possible) (____ Points Awarded)

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

2. Experience (15 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 (50 Points Possible) (____ Points Awarded)

A full fifty (50) points will be awarded to the Proposer submitting the lowest proposal. 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 50 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 (50). $(210,000/265,000) \times 50 = 39.62$, therefore, Contractor “B” will receive 39.62 of 50 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 (50). $(210,000/425,000) \times 50 = 24.71$, therefore, Contractor “C” will receive 24.71 of 50 points.

Proposer’s Total Score

(100 Points Possible) (_____ Points Awarded)

Additional Information Regarding Evaluation

Once proposals are received, the District’s Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District’s award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District’s best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District’s Board of Supervisors will meet to evaluate the proposals on August 21, 2024, at 9:00 a.m., but the District reserves the right to reschedule any such meeting.

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

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

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

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Mediterra Community Development District’s (“District”) request for proposals for right-of-way fuel load reduction services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

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

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

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal

instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

Dated this _____ day of _____, 2024.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

PROPOSAL FORM FOR RIGHT-OF-WAY FUEL LOAD REDUCTION SERVICES

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
on or before July 29, 2024 at 3:00 p.m. (ET)

FROM: _____
(Proposer)

All proposals shall be in accordance with the Project Manual.

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Part V – Confirmation Form
Part VI - Affidavit for Integrity in Public Contracting and Purchasing, E-Verity, and Non-Collusion
Signature Page

PROPOSAL FORM PROPOSAL SUMMARY SHEET

I, _____ REPRESENTING _____
Company and/or Corporation ("Proposer"), agree to furnish the services required in the
scope/specifications at the following prices:

I.

| Restoration | Qty | Unit | Bid Cost |
|--|------------|-------------|-----------------|
| Upland Preserves | 4.92 | AC | |
| Hand Trimming and Hand Removal (Section 2.1, 2.1.1, & 2.1.2) | 1 | LS | \$ |
| Other Species and Duff Layer (Section 2.1.3) | 1 | LS | \$ |
| Upland Preserves Subtotal | | | |
| Wetland Preserves | 4.46 | AC | |
| Hand Trimming and Hand Removal (Section 2.1, 2.1.1, & 2.1.2) | 1 | LS | \$ |
| Other Species and Duff Layer (Section 2.1.3) | 1 | LS | \$ |
| Wetland Preserves Subtotal | | | \$ |
| TOTAL | | | \$ |

II. Proposer Information

NAME OF PROPOSER: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ESTIMATED DURATION OF WORK: _____
(Not to be greater than 90 days)

PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

• *Company Standing:*

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

In what State was the Proposer organized? _____ Date _____

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

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ____ No ____

If no, please explain _____

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

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

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

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

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

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Fuel load reduction staff will include the following:*

_____ Supervisors, who will be onsite ____ days per week;
_____ Technical personnel, who will be onsite ____ days per ____; and
_____ Laborers, who will be onsite ____ days per week.

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

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

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

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

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

OFFICERS

PROPOSER: _____

DATE: _____

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

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

PROPOSER: _____

DATE: _____

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

PROPOSER: _____

DATE: _____

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

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of fuel load reduction services work completed for each of the last three (3) years:*

2023 = _____

2022 = _____

2021 = _____

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

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

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ____ No ____

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes ____ No ____ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

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

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

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:*

Identify the Case # and Tribunal:_____

Describe the Nature of the Action:_____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No () If yes, please explain:*

**PROPOSAL FORM
PART V – CONFIRMATION FORM**

**MEDITERRA CDD RIGHT-OF-WAY FUEL LOAD REDUCTION
FOR MEDITERRA COMMUNITY DEVELOPMENT DISTRICT**

Submit the completed Confirmation Form with the Proposal Form confirming that the Bidder has received the Bid Documents and that they are legible, usable and complete.

Contractor/Bidder Name

Complete Physical Address

Complete Mailing Address

Individual Contractor/Bidder Name Representative and Title

Office/Work Phone Number

Cell/Mobile Phone Number

Fax Number

Email Address

Signature

By signing and executing this form, Bidder confirms they have received the Bid Documents and that they are legible, usable and complete.

**VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND
PURCHASING, E-VERIFY, AND NON-COLLUSION**

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

Name of Proposer: _____

I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state that:

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections (“Public Integrity Laws”):
 - a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District’s Request for Proposals for Right-Of-Way Fuel Load Reduction Services Project (“Project”) and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

_____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

1. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
2. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
3. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
4. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
5. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
6. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Mediterra Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

Signature of Authorized Signatory of Proposer

Sworn before me on _____, 2024

Notary Public Signature

Notary Stamp

VII. FORM OF RIGHT-OF-WAY FUEL LOAD REDUCTION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2024, by and between:

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Collier and Lee Counties, Florida, whose mailing address is 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746 (the “**District**”), and

_____, a Florida _____, with an address of _____ (“**Contractor**”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide vegetation removal and fuel load reduction services for certain right-of-way lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a fuel load reduction contractor and provide such services to the District.

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

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

2. CONTRACTOR OBLIGATIONS.

A. *Description of Work and Services.*

- a. The Contractor agrees to provide the labor, materials and services necessary for the provision of the Services as described herein and in the attached Exhibit A. The completion of the Services shall commence upon the execution of this Agreement and shall be completed within 90 calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with the terms of this Agreement.

- b. The Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met so long as in accordance with the required specifications included as Exhibit A 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 duties 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 completion of the Services set forth in Exhibit A within the District. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- e. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. Upon the completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up the worksite as provided herein, the District may do so, in its sole discretion, and the cost thereof shall be charged to the Contractor.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement. No changes to the compensation set forth in this Agreement shall be made based on any claim that the site was unsuitable for such landscaping.

C. *Manner of Contractor's Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed.

E. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

F. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

G. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

H. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

I. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

J. Subcontractors. Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

K. Independent Contractor Status. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from September 1, 2024, and conclude in 90 days, or by December 1, 2024 unless terminated earlier in accordance with the terms of this Agreement.

B. Compensation. As compensation for the completion of the Services, the District agrees to pay the Contractor _____ Dollars (\$____) which amount includes all items, labor and materials necessary to complete the Services. The Contractor shall invoice the District upon completion of the Services, and the District shall provide payment within thirty (30) days of receipt of such an invoice. Contractor's invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

C. Additional Work. 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 an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this

Agreement, and regardless of whether any of the procedural steps set forth in this Agreement are taken, 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. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, 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 A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent

Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. Additional Insured. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. Sub-Contractors. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. Payment of Premiums. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. Notice of Claims. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. Failure to Provide Insurance. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. 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 to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. 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 under this Agreement shall not be limited in any way as to the 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.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. *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 damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

B. *Custom and Usage.* It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed

as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

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

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

E. *Headings for Convenience Only.* The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. *Attorneys' Fees.* In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. *Agreement.* This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. *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 Contractor.

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

J. *Notices.* All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

| | |
|-------------------------------|---|
| A. If to the 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

B. If to Contractor:

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and 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.

K. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the District and 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 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 Contractor and their respective Representative, successors, and assigns.

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Collier County, Florida.

M. *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, 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 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 Contractor, 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 PH: (561) 571-0010, CRISMONDC@WHHASSOCIATES.COM, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

N. *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.

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

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

Q. *Scrutinized Companies Statement.* Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. E-Verify. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, Florida Statutes. 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.

S. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

T. 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*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**MEDITERRA COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

- ☐ Secretary
☐ Assistant Secretary

By: _____

- ☐ Chairperson
☐ Vice Chairperson

WITNESS:

[CONTRACTOR]

By: _____

Its: _____

By: _____

Its: _____

Exhibit A: Scope of Services
Exhibit B: Service Maps
Exhibit C: Fee Summary

Exhibit A: Scope of Services

Mediterra CDD Right-of-Way Fuel Load Reduction

Background

1.0 The Mediterra CDD Preserve Management Plan

The Mediterra CDD Preserve Management Plan is designed to take a proactive approach to maintaining the health and diversity of preserve areas within the Mediterra community while simultaneously reducing and preventing risks to the community resulting from a wildfire occurring within those preserves.

1.1 EXISTING CONDITIONS

The conservation areas of the Mediterra community total nearly 400 acres, covering approximately one-third of the total land area. These areas were incorporated during the design phase of Mediterra to provide aesthetically pleasing views from residences and the golf course and create visual interruptions between smaller sub-communities while preserving higher quality wetland and adjacent upland habitat as required by various permitting agencies. This allowed the preserve and conservation areas to be intertwined with the golf course and residential dwellings throughout the development. The design of the preserve areas relative to homes and other development along with the species composition of the preserves and the vegetative structure and fuel load within the preserves offer a descriptive picture of the fire susceptibility within the community.

Scope of Services

GENERAL NOTES:

- The CONTRACTOR is to coordinate their work schedule with the Mediterra Community Association (MCA) on a weekly basis.
- Maintenance of Traffic – The Contractor is responsible to ensure that the worksite is made and kept safe to all vehicular, bicycle, and pedestrian traffic, always. Proper signage and traffic control devices shall be posted and maintained in accordance with the 2023 Edition of the “Manual of Uniform Traffic Control Devices” and FDOT Index 600 Series.

2.0 Fuel Load Reduction Strategy

The Mediterra Preserve Management Plan will utilize selective hand-trimming of native mid-canopy/groundcover vegetation as the primary management tool to improve the ecological integrity of the preserves and reduce fuel loads within the development. This fuel load reduction method is proposed for the first sixty feet (60') of the conservation areas, beginning at the conservation area/property boundary, where access roads abut conservation areas. A map depicting the locations of uplands and wetlands within the Conservation Easements is provided and details the total acreage of proposed trimming. It should be noted that management activities occurring

on private property is the responsibility of the property owner. The methods proposed to achieve fuel load reduction in the management zone within the conservation area are detailed below.

2.1 Hand Trimming to Mimic Prescribed Fire (3 - 5 years)

Trimming must be done in a manner to maintain the integrity of plant material and emulate a natural vegetative community, not a landscape area. The goal of hand-trimming is to mimic a natural fire regime to the best extent practicable. No living, healthy trees will be removed during the trimming process. Laborers may use machetes, loppers, and/or chainsaws to trim native vegetation in the mid-canopy/groundcover, following the oversight of the qualified environmental specialist. Since the goal of the initial trim is to emulate a natural system under a normal fire regime, this thorough type of trim should not occur more frequently than every three (3) to five (5) years. All trimmings will be removed from the conservation areas by hand.

It is important to note the frequency of hand trimming guidelines as described above does not apply to invasive exotic/nuisance plant species as listed by the Florida Noxious Weed List (FAC Rule 5B-57). The listed exotic and nuisance plant species can be removed from the preserve areas at any time without prior authorization from SFWMD staff. Additionally, native and/or non-native ornamentals, not part of the existing indigenous vegetative community, are not allowed within the preserve area and may be removed at any time. Supplemental planting may be required to ensure compliance with the permit to maintain the minimum 80% coverage of desirable native species.

2.1.1 Saw Palmetto

The Mediterranean conservation areas contain considerable amounts of dense saw palmetto, which is considered one of the most flammable naturally occurring groups of plants in the southern United States. As such, saw palmetto fronds shall be cut back to the trunk to mimic a prescribed fire to reduce fuel loads in the preserve areas adjacent to access roads and residential properties. The trimming must be done in a manner to maintain the integrity of the plant and is intended to emulate a natural vegetative community, not a landscaped area. The trunks of the saw palmetto will not be cut.

2.1.2 Cabbage Palm

Tall Cabbage Palms (> 8 feet clear trunk): Trimming of tall cabbage palms that have more than eight feet (8') of clear trunk is anticipated to be performed using gas-powered "pole saws". All dead and brown fronds that can be reached with a pole saw from the ground should be trimmed and removed to produce a "bare" trunk for the first eight feet (8') from the ground. Between eight feet (8') and fourteen feet (14') from the ground, fronds are to be removed while leaving the boots. All living palm fronds hanging below 90 degrees vertically that can be reached with a pole saw should be trimmed and removed up to fourteen feet (14') above the ground. It is not anticipated that workers will use a combination of a ladder and pole saw. Cabbage palms within the conservation area will not be "Hurricane cut".

Short Cabbage Palms (< 8 feet clear trunk): All dead and brown fronds should be removed from cabbage palms that have less than eight feet (8') of clear trunk from the ground up. Live palm fronds hanging below 90 degrees vertically should be trimmed and removed. The bases of discarded palm fronds or "boots" of the cabbage palm often remain on the trunk and can collect pine needles, vines, and other combustible material allowing a fire to move up from the ground

into the canopy. Cabbage palm boots shall be trimmed utilizing a handsaw to avoid damaging the tree.

2.1.3 Other Species and Duff Layer

Vines shall be cut and hand-pulled if they are climbing above three feet in height. Dead and diseased trees within sixty feet (60') of residential property or access roads should be cut and removed by hand. The duff layer is to be removed.

| <u>Restoration</u> | <u>Qty</u> | <u>Unit</u> | <u>Bid Cost</u> |
|--|-------------------|--------------------|------------------------|
| Upland Preserves | 4.92 | AC | |
| Hand Trimming and Hand Removal (Section 2.1, 2.1.1, & 2.1.2) | 1 | LS | \$ |
| Other Species and Duff Layer (Section 2.1.3) | 1 | LS | \$ |
| Upland Preserves Subtotal | | | |
| Wetland Preserves | 4.46 | AC | |
| Hand Trimming and Hand Removal (Section 2.1, 2.1.1, & 2.1.2) | 1 | LS | \$ |
| Other Species and Duff Layer (Section 2.1.3) | 1 | LS | \$ |
| Wetland Preserves Subtotal | | | \$ |
| TOTAL | | | \$ |

Exhibit B: Site Maps



Mediterra Bid Maps
reduced_May 2024.pdf

Exhibit C: Fee Summary

| Restoration | Qty | Unit | Bid Cost |
|--|------------|-------------|-----------------|
| Upland Preserves | 4.92 | AC | |
| Hand Trimming and Hand Removal (Section 2.1, 2.1.1, & 2.1.2) | 1 | LS | \$ |
| Other Species and Duff Layer (Section 2.1.3) | 1 | LS | \$ |
| Upland Preserves Subtotal | | | |
| Wetland Preserves | 4.46 | AC | |
| Hand Trimming and Hand Removal (Section 2.1, 2.1.1, & 2.1.2) | 1 | LS | \$ |
| Other Species and Duff Layer (Section 2.1.3) | 1 | LS | \$ |
| Wetland Preserves Subtotal | | | \$ |
| | | | |
| TOTAL | | | \$ |

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

7A



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| |
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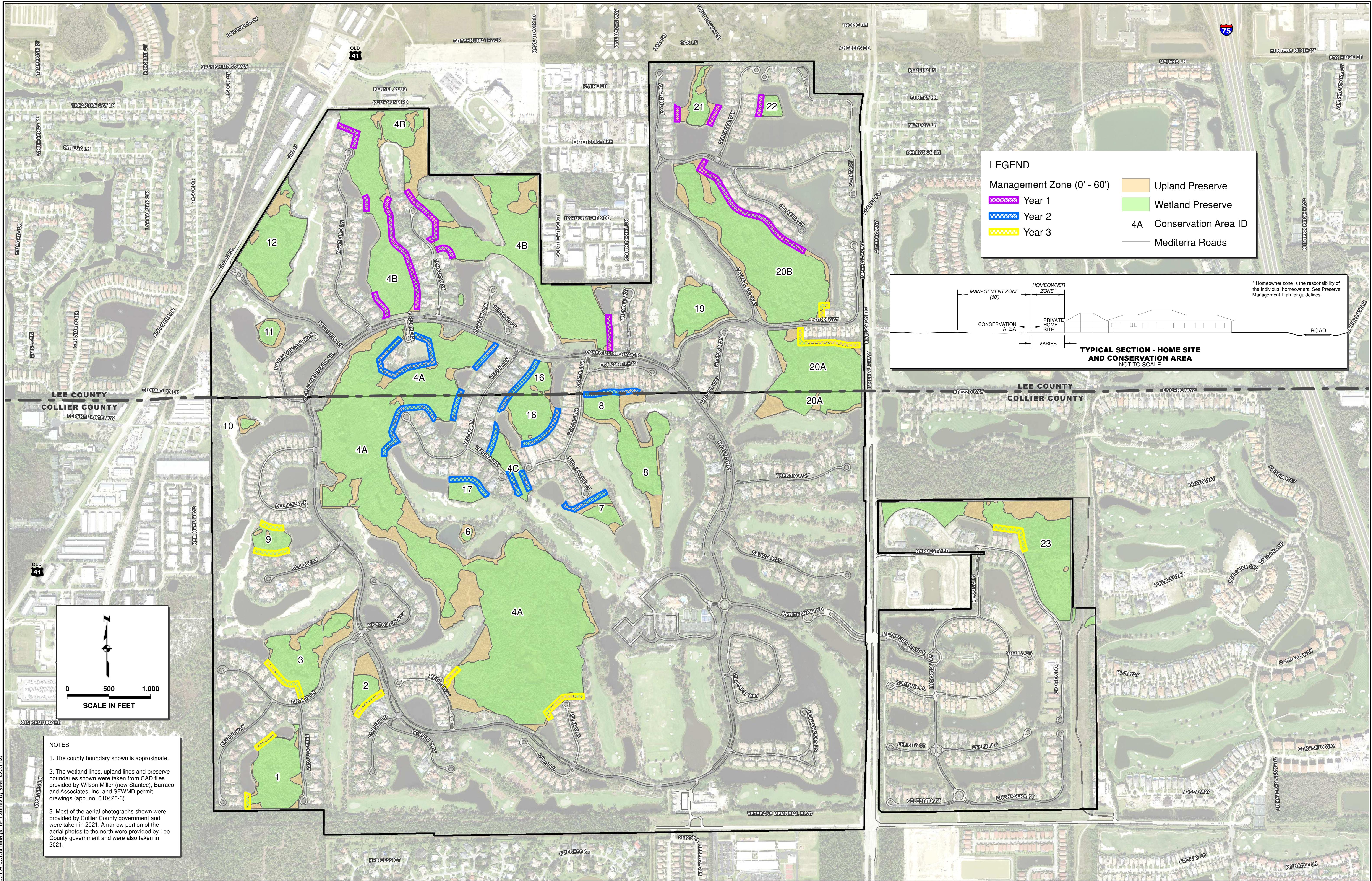
JOHNSON
ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

| | | | | | |
|--|--|---------------------------------|------------------------|---------------------------|--------------------|
| | <p style="text-align: center;">Mediterra Preserve Management and Fuel Reduction Map</p> | | | | |
| | <p>DATE March 2023</p> | <p>PROJECT 20023592-001</p> | <p>FILE NO. --</p> | <p>SCALE As Shown</p> | <p>SHEET 1</p> |

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

7B



NOTES

1. The county boundary shown is approximate.
2. The wetland lines, upland lines and preserve boundaries shown were taken from CAD files provided by Wilson Miller (now Stantec), Barraco and Associates, Inc. and SFWMD permit drawings (app. no. 010420-3).
3. Most of the aerial photographs shown were provided by Collier County government and were taken in 2021. A narrow portion of the aerial photos to the north were provided by Lee County government and were also taken in 2021.

| REVISIONS | | |
|-----------|--|--|
| | | |
| | | |
| | | |
| | | |

Medterra
Lee & Collier Counties, Florida

JOHNSON
ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

| Medterra Preserve Management and Fuel Reduction Map | | | | |
|---|--------------|----------|----------|-------|
| DATE | PROJECT | FILE NO. | SCALE | SHEET |
| August 2021 | 20023592-001 | -- | As Shown | 1 |

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

8

| MEDITERRA COMMUNITY DEVELOPMENT DISTRICT | | |
|--|----------------------------------|---------|
| | | |
| BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 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 16, 2024 | Regular Meeting | 9:00 AM |
| | | |
| November 20, 2024 | Regular Meeting | 9:00 AM |
| | | |
| December 4, 2024* | Regular Meeting | 9:00 AM |
| | | |
| January 15, 2025 | Regular Meeting | 9:00 AM |
| | | |
| February 19, 2025 | Regular Meeting | 9:00 AM |
| | | |
| March 19, 2025 | Regular Meeting | 9:00 AM |
| | | |
| April 16, 2025 | Regular Meeting | 9:00 AM |
| | | |
| May 21, 2025 | Regular Meeting | 9:00 AM |
| | | |
| June 18, 2025 | Regular Meeting | 9:00 AM |
| | | |
| August 20, 2025 | Public Hearing & Regular Meeting | 9:00 AM |
| | | |

Exception

**December meeting date is two (2) weeks earlier to accommodate the holidays.*