

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

December 16, 2024

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

December 9, 2024

ATTENDEES:

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

Board of Supervisors
Silverado Community Development District

Dear Board Members:

The Board of Supervisors of the Silverado Community Development District will hold a Regular Meeting on December 16, 2024 at 5:00 p.m., at the Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisor Lee Chamoff [Seat 3] *(the following to be provided in a separate package)*
 - A. Memorandum Regarding Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - C. Membership, Obligations and Responsibilities
 - D. Form 8B: Memorandum of Voting Conflict
4. Consider Appointment of Qualified Elector to Seat 4; *Term Expires November 2028*
 - A. Candidate(s)
 - Richard H Gober, Jr.
 - B. Administration of Oath of Office to Appointed Supervisor
5. Consideration of Resolution 2025-03, Electing and Removing Officers of the District and Providing for an Effective Date
6. Review of Landscape and Irrigation Maintenance Services Project Manual/Evaluation Criteria

7. Consideration of Proposals/Quotes/Estimates
 - A. RedTree Landscape Systems [Large Oak Tree Pruning Proposal]
 - B. Clementi Environmental Consulting, LLC Proposal for Repair of Mitigation Areas A and B
 - C. REP Services, Inc. Proposal No. 15552.05 [Playground Project - Installation Only]
 - D. Breeze Estimate Number SCDD103124 [Road Signage]
 - E. Florida Brothers Maintenance & Repair, LLC Estimate no. 1372 [Road Signage]
 - F. Juniper Proposal No. 310815 [Irrigation Repairs]
 - G. Keeler Landscaping, Inc. Proposal KF111024 [Fencing Installation at 6270 Silverado Ranch Blvd.]
 - H. Lake Management Proposals
8. Update: SOLitude Lake Management, LLC Service Reports
9. Consideration of Consolidated Land Services, Inc., Estimates
 - A. #00000277 Addendum to Pond Q
 - B. #00000278 Addendum to Pond G
 - C. #00000279 Addendum to Pond C
10. Acceptance of Unaudited Financial Statements as of October 31, 2024
11. Approval of November 18, 2024 Regular Meeting Minutes
12. Board Member Comments
13. Staff Reports
 - A. District Counsel: *Kilinski / Van Wyk*
 - B. District Engineer: *Stantec*
 - C. Operations Manager: *Breeze Home*
 - Safety Culture
 - D. District Manager: *Wrathell, Hunt & Associates, LLC*
 - NEXT MEETING DATE: February 17, 2025 at 5:00 PM

○ QUORUM CHECK

SEAT 1	LARRY CONWILL	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 2	THOMAS SMITH	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 3	LEE CHAMOFF	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 4		☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 5	FRANCISCO ALEXANDER	☐ IN-PERSON	☐ PHONE	☐ NO

14. Public Comments

15. Adjournment

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

Sincerely,



Jamie Sanchez
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 131 733 0895

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

4A

Richard H Gober Jr.
6509 Wagon Trail St
Zephyrhills, FL 33541

Greetings Silverado CDD Board Members,

My name is Richard Gober, and I am excited to announce my candidacy for a position on the Silverado CDD Board.

For those of you who don't know me, I have lived in Silverado for 6 years and have thoroughly enjoyed our time here. I have a loving spouse, to whom I have been married for 20 years, and 3 wonderful children ages 16, 14, and 10. In my spare time, I enjoy mountain biking, doing home improvement projects, and traveling.

I believe my background and experience give me the necessary skills and ability to help the community and the board with weighing sometimes difficult decisions carefully for the benefit of the community. I am a great team player with finance, sales, entrepreneurial, and management experience. Here is an outline of my professional and personal experiences as such:

- 2000-2008: Mortgage broker / loan officer and started my own company with the manager of our prior company, who then passed away suddenly.
- 2008-2016: Managing partner / entrepreneur. I left the mortgage industry to start a chain of New York style pizzerias in the Cincinnati, Ohio, area. I grew this business quickly from 1 store to 4 stores in 2 years due to its vast success. I personally opened and managed each location and brought in the right staff to manage it going forward, personally handling the staffing, payroll, store layout, hiring of contractors, pricing and purchasing of weekly supplies, marketing and promotions, menu and pricing adjustments. I then sold this business when my family and I moved to Florida, to my sister. It had a yearly revenue of around \$2 million.
- 2016-present: I now am a homeschooling dad to our 3 children. My wonderful wife works as a nurse practitioner for a local doctor. I have 24/7 availability / flexibility if need be to help the community / the CDD board with any tasks needed.

I would be grateful to be given the opportunity to serve our community, to help it prosper and maintain its aesthetic appeal, to represent the wishes of the residents. I know a few of the board members and we have gotten along very well; I feel we would have a great working relationship on behalf of the community we serve.

If you think that I would be a good addition to our board, please vote for me in the next election - Thank you!

Regards,
Richard H. Gober Jr.
RichardGober77@gmail.com
513-218-9005 (cell)
December 7, 2024

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SILVERADO COMMUNITY DEVELOPMENT DISTRICT ELECTING
AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, the Silverado Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective December 16, 2024:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of December 16, 2024:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Jamie Sanchez is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 16th day of December, 2024.

ATTEST:

**SILVERADO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

6

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

2022

TABLE OF CONTENTS

Public Notice	3
Instructions to Proposers.....	4
Evaluation Criteria.....	10
Affidavit Regarding Proposal	12
Proposal Form	14
i. General Information	14
ii. Personnel and Equipment.....	16
iii. Experience.....	22
iv. Pricing	30
Sworn Statement Regarding Public Entity Crimes	38
Sworn Statement Regarding Scrutinized Companies	42
Form of Landscape Maintenance Services Agreement	44
Exhibit A – Scope of Services	56
Exhibit B – Proposal	66
Exhibit C – Other Forms	67
Form of Daily Work Journal.....	70
Form of Pest Management Report	71
Irrigation Repair Request	72
Exhibit D – Maintenance Map Exhibit.....	73-75

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

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

Firms desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than **February 6, 2023 at 2:00 p.m. (EST)** at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear "RESPONSE TO REQUEST FOR PROPOSALS (Silverado Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

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

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

Silverado Community Development District
Cindy Cerbone, District Manager

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services

Pasco County, Florida

Instructions to Proposers

1. DUE DATE. One (1) written sealed proposal ("**Proposals**") with a PDF file on a flash-drive must be received by interested parties ("**Proposer**") no later than **February 6, 2023 at 2:00 p.m. (EST)** at the offices of Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

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

DATE	EVENT
December 18, 2022	RFP Notice is issued.
December 19, 2022	RFP package available for download.
January 27, 2023 at 5:00 p.m. EST	Deadline for questions.
February 6, 2023 at 2:00 p.m. EST	Proposals submittal deadline.
February 6, 2023 at 2:15 p.m. EST	Bid opening.

3. PRE-PROPOSAL MEETING. [RESERVED.]

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

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

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

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

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

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

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

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

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Meredith Hammock at meredith@kelawgroup.com, Katie Ibarra at katie@kelawgroup.com and Jamie Sanchez at sanchezj@whhassociates.com with a further copy to cerbonec@whhassociates.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after **January 27, 2023 at 5:00 p.m. (EST)** will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual **(i.e., by no later than December 22, 2022 5:00 PM (EST))**, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

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

REQUEST FOR PROPOSALS LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for the combined pricing of unirrigated landscape areas (identified in red) and irrigated landscape areas (identified in dark green) for Parts 1 - 4 (the Contract

Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

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

6. Reasonableness of ALL Numbers (15 Points Possible) (____Points Awarded)

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

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

END

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

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

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

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

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

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

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

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

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

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

Dated this _____ day of _____, 2023.

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 _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

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

In what State was the Proposer organized? _____ Date _____

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

If no, please explain _____

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

If no, please explain _____

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

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

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

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

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

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

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

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

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

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

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

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

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

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

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

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

OFFICERS

PROPOSER: _____

DATE: _____

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: _____

DATE: _____

[illegible]

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

PROPOSER: _____

DATE: _____

[illegible]

PROPOSAL FORM
PART III – EXPERIENCE

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

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

2021 = _____

2020 = _____

2019 = _____

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____ Project

Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

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

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

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

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

If yes, please describe each incident _____

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

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

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

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

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

**PROPOSAL FORM
PART IV PRICING**

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

For the purpose of providing pricing, Proposers shall use the Maintenance Map attached and pricing shall include the scope of services required for those areas identified in red (unirrigated landscape areas), dark green (irrigated landscape areas), pink (pond banks), and orange (upland areas). Proposers shall use the maintenance map attached to provide individual pricing for each area identified by color (ex. irrigated areas are identified in dark green; upland areas are identified in orange, etc.), as well as the sum of pricing for all areas. The District may, at its option, accept any or none of the pricing components.

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

PART 1

ANNUAL TOTAL – GENERAL LANDSCAPE MAINTENANCE (ALL LABOR AND MATERIALS)				
Total (All Areas)	Unirrigated Landscape Areas (Red)	Irrigated Landscape Areas (Dark Green)	Pond Banks (Pink)	Upland Areas (Orange)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PART 2

ANNUAL TOTAL – FERTILIZATION (ALL LABOR AND MATERIALS)				
Total (All Areas)	Unirrigated Landscape Areas (Red)	Irrigated Landscape Areas (Dark Green)	Pond Banks (Pink)	Upland Areas (Orange)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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

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

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

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

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

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

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

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

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

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

PART 3

ANNUAL TOTAL – PEST CONTROL ALLOWANCE (ALL LABOR AND MATERIALS)				
Total (All Areas)	Unirrigated Landscape Areas (Red)	Irrigated Landscape Areas (Dark Green)	Pond Banks (Pink)	Upland Areas (Orange)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(If entire pesticide allowance is required) *

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

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

OTC Injections (All labor and materials)

\$ _____/Yr (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

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

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

Application of Top Choice for annual treatment of Fire Ants

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

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

PART 4

ANNUAL TOTAL – IRRIGATION SYSTEM MONITORING AND MAINTENANCE (ALL LABOR AND MATERIALS)				
Total (All Areas)	Unirrigated Landscape Areas (Red)	Irrigated Landscape Areas (Dark Green)	Pond Banks (Pink)	Upland Areas (Orange)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Freeze Protection (description of ability) _____

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

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

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

PART 5

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

_____ CY Grade "A" Medium Pine Straw per specs for the first top-dressing at
\$ _____/CY (October Application)

And

_____ CY Grade "A" Medium Pine Straw per specs for the second top-dressing at
\$ _____/CY (April Application)

ANNUAL TOTAL – INSTALLATION OF GRADE "A" MEDIUM PINE STRAW (ALL LABOR AND MATERIALS)				
Total (All Areas)	Unirrigated Landscape Areas (Red)	Irrigated Landscape Areas (Dark Green)	Pond Banks (Pink)	Upland Areas (Orange)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

***(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

PART 6

ANNUAL TOTAL – INSTALLATION OF ANNUALS (ALL LABOR AND MATERIALS)					
	Total (All Areas)	Unirrigated Landscape Areas (Red)	Irrigated Landscape Areas (Dark Green)	Pond Banks (Pink)	Upland Areas (Orange)
# of pots needed	_____ pots	_____ pots	_____ pots	_____ pots	_____ pots
Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Price per Rotation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annual Total (assume 4x per year)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Contractor shall install annuals four (4) times per year **per specs** at the direction of the District. **(Do not include in Grand Total)**

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

BASE BID GRAND TOTAL (SUM OF TOTALS FOR UNIRRIGATED (RED) AND IRRIGATED (GREEN) AREAS FOR PARTS 1, 2, 3 & 4 - This is what contract will be written for, unless additional areas are selected)

\$ _____/Yr

FIRST ANNUAL RENEWAL

\$ _____/Yr*

SECOND ANNUAL RENEWAL

\$ _____/Yr*

THIRD ANNUAL RENEWAL

\$ _____/Yr*

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

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

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

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

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

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

EMERGENCY CLEAN-UP SERVICES

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

A. Debris removal personnel unit costs:

	_____	\$ _____ per
Hour		
	_____	\$ _____ per
Hour		
Hour	_____	\$ _____ per

B. Debris removal equipment unit costs:

	_____	\$ _____ per
Hour		
	_____	\$ _____ per
Hour		
Hour	_____	\$ _____ per

C. Other emergency/disaster related unit costs:

	_____	\$ _____ per
Hour		
	_____	\$ _____ per
Hour		
	_____	\$ _____ per
Hour		

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

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

Dated this _____ day of _____, _____.

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 _____, _____, by _____, as _____ of _____

_____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

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

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

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

4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

Dated this _____ day of _____, 2023.

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 _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

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

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

_____, a _____, whose address is _____ ("Contractor," and collectively with the District, "Parties").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **COMPENSATION; TERM.**

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

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

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

8. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Contractor: _____

Attn: _____

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

ATTEST:

**SILVERADO
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

Date: _____

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

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

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES

Basic Scope of Work:

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

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

UPLAND AREAS (Orange) – Quarterly

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all

damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water's edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event. The three (3) ponds and one (1) wetland area south of the CDD Boundary, as indicated by the blue line on the Landscape Map provided to this RFP, are included in the maintenance program. Please see the attached supplemental map identifying the three (3) ponds and one (1) wetland area south of the CDD Boundary for clarification. The supplemental map is intended to clarify, not replace, the Landscape Map provided to this RFP.

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

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

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending

on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

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

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

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

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

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

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

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

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

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

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

PART 2

FERTILIZATION

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

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

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

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

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

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the

implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

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

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

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

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

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

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

PALM FERTILIZATION:

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

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

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

PART 3

PEST CONTROL

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

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

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

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

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

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

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

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

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 83 111 zones, 2 3 controllers, 2 pump stations & 1 well). Main Irrigation controller is located at 6285 Silverado Ranch Blvd, near the dog park.

These inspections shall include:

A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed

4. General comment and recommendations

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

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

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

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

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

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

PART 5

INSTALLATION OF MULCH

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

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

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

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

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

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

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

PART 6

ANNUAL INSTALLATION

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

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Grade "A" Medium Pine Straw. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

December through March

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

April through June

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

July through November

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

November and December

Red and white petunias

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

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

[END OF SECTION]

EXHIBIT “B”

PROPOSAL PRICING (PART IV OF PROPOSAL FORM)

EXHIBIT "C"

OTHER FORMS

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

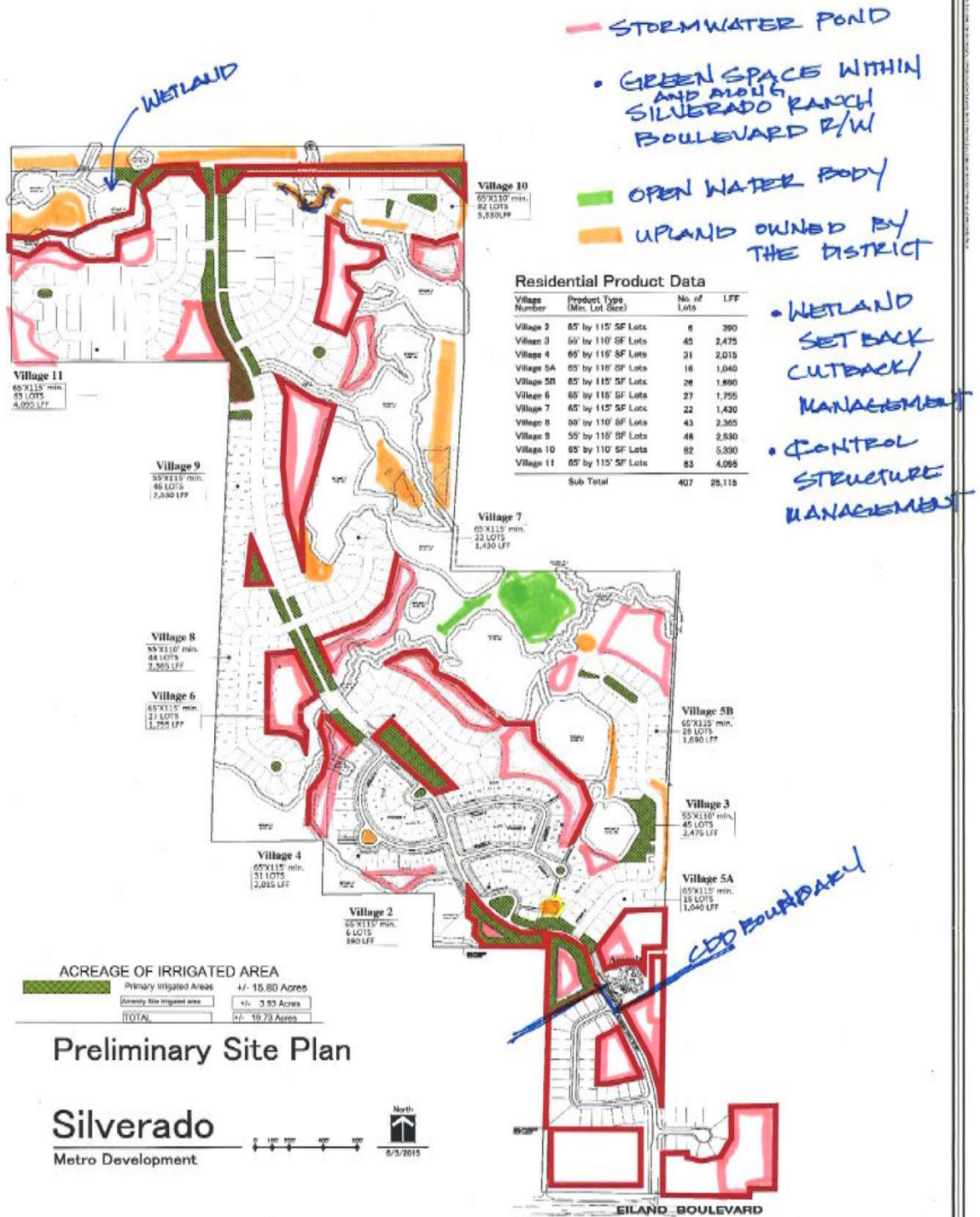
IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

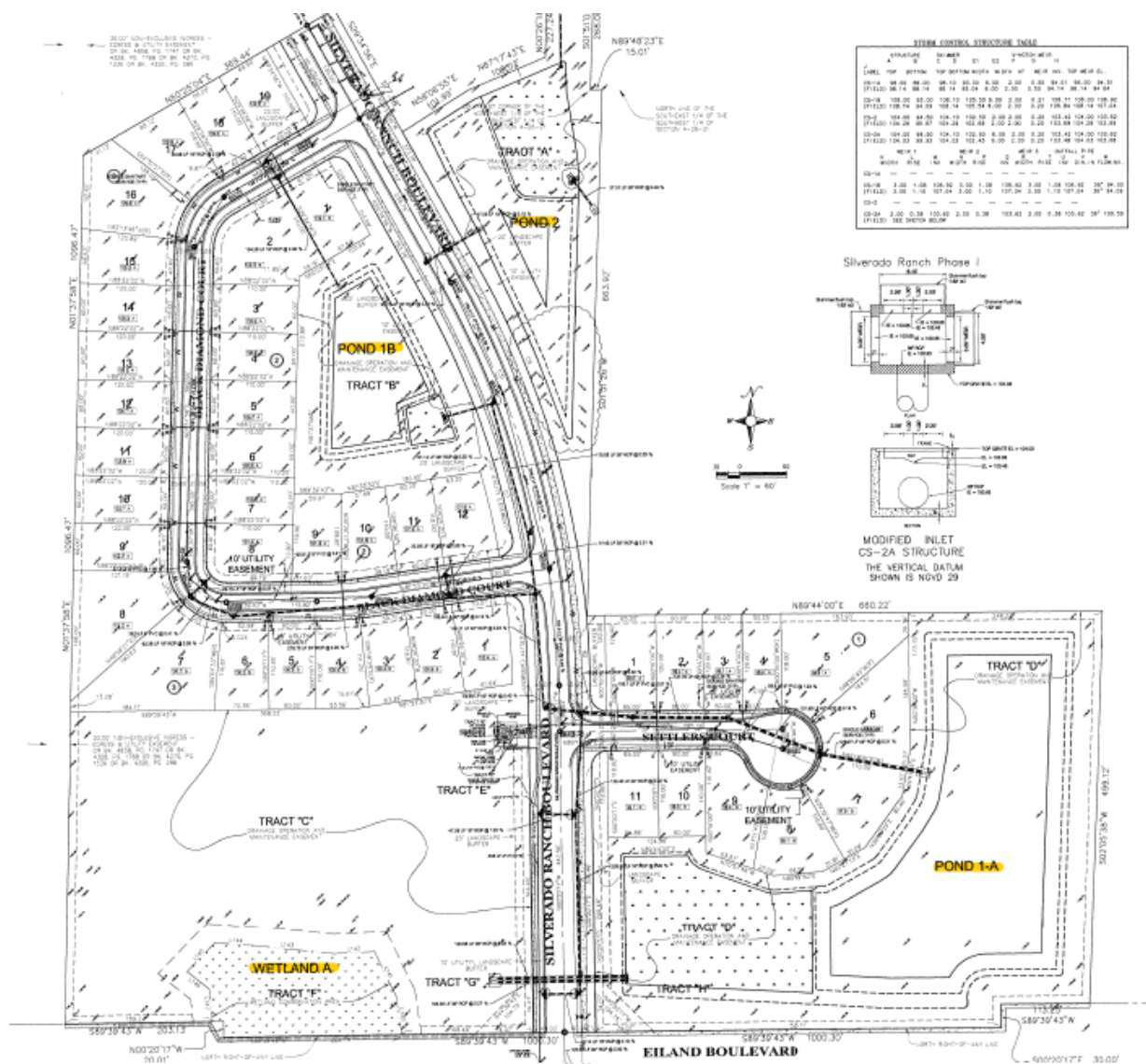
EXHIBIT "D"

MAINTENANCE MAPS



Supplemental Map

The map, below, identifies the three (3) ponds and one (1) wetland area located below the CDD Boundary which are to be included in the maintenance program.



SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

7A



The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscape.com

5532 Auld Lane, Holiday FL 34690

LARGE OAK TREE PRUNING PROPOSAL
FOR
SILVERADO CDD

Attention: Ms. Angie Lynch – Community Director

November 6, 2024

Target Tree



Assessment Notes

		
<i>Hanging Hazard Limbs</i>	<i>Lateral Limbs Requiring Removal</i>	<i>Piles of Debris</i>

		
<i>Poor Previous Pruning</i>	<i>Hazard Dead Limbs</i>	<i>Previous Rotting</i>
		
<i>Previous Damage Causing CODIT</i>	<i>Rotting at Branch / Bark Ridge</i>	<i>Included Bark</i>

Scope of Work

- Structural crown cleaning to removal all dead and hazard limbs.
- Corrective pruning to rectify previous incorrect pruning cuts causing increased rotting.
- Crowding thinning to lessen weight on competing leads.
- Debris removal, hauling fees and dumping fees.
- All work performed under the direction of a Certified Arborist.

Total Project Cost: \$3,850.00

Authorized Signature to Proceed

Date of Authorization

Proposal submitted by Peter Lucadano – CEO / Owner & ISA Certified Arborist / TRAQ Arborist
peteluke@redtreelandscape.systems / Cell Phone: (727) 919-3915

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7B



CLEMENTI ENVIRONMENTAL CONSULTING, LLC

November 11, 2024

Silverado CDD
c/o Stantec
777 S Harbour Island Boulevard, Suite 600
Tampa, Florida 33602

**RE: Proposal for Repair of Mitigation Areas A and B
Pasco County, FL**

Attention: Tyson Waag

Dear Tyson:

Thank you for the opportunity to assist you with the repair of the erosion into the mitigation areas. Clementi Environmental Consulting (CEC) offers the following scope of work.

SCOPE OF SERVICE

TASK 1.0 Erosion Repairs

- 1.1 Removal of all vegetation around the weir and erosional area on the west side of the Mitigation Area to gain access.
- 1.2 The erosional area on the west side of the mitigation area will be filled and compacted with imported fill first to gain access to the area.
- 1.3 Approximately 2,500 square feet of eroded material will be removed from the mitigation area, trees within the area will be preserved.
- 1.4 Eroded sediment will be used to fill the eroded area around the weir.
- 1.5 Approximately 15 extra loads of fill will be needed around the weir.
- 1.6 Both sides of the weir will have at least 1'-2' of extra fill added from the existing ground elevations.

- a. Coconut coir turf reinforcement mat will be added around the weir prior to sodding with Bahia Grass.
 - b. The erosional area on the west side of the Mitigation Area will be sodded with Bahia Grass
- 1.7 The portion of the Mitigation Area that had sediment removed will be replanted with a mixture of:
- 2,400 Pickerelweed, Arrowhead and Jointed Spikerush
 - 24-7-gallon cypress trees
- 1.8 Optional addition of Limestone Rip Rap around the weir. This would include replacing the sod with FW404 turf reinforcement mat and Limestone Rip Rap.

Task 2.0 Coordination with SWFWMD

- 2.1 CEC will coordinate communication with SWFWMD to insure they are satisfied with these actions.
- 2.2 CEC will compose an update report following the repairs.
- 2.3 CEC will meet on site with SWFWMD staff.

Responsibilities of the Client

- υ Complete the Project Proposal Acceptance Form.
- υ Provide access to the site
- υ Pay the retainer.

PROPOSED FEES

CEC proposes to complete these tasks for \$54,000.00 with a \$16,000.00 retainer. Optional lime rock will be an additional \$5,000.00. The project will be billed upon the completion of the site inspection with SWFWMD. Any work requested beyond this scope will be billed on a time and materials basis according to the attached fee schedule. This proposal will be valid for only 30 days from receipt.

WORK SCHEDULE

CEC can be ready to begin work on this project within two weeks of authorization to proceed. If you have any questions, please do not hesitate to call.

Sincerely,



Rosanne G. Clementi
Principal

Enclosures: Fee Schedule
Terms and Conditions
CEC Project/Proposal Acceptance Form

CC: cec\proposal\silveradoremediation



CLEMENTI ENVIRONMENTAL CONSULTING, LLC

PROPOSAL/PROJECT ACCEPTANCE FORM

PROJECT INFORMATION:

Client Name Silverado CDD
Project Name Mitigation Areas A and B Repairs
Project Location same
Proposal Date November 11, 2024
Description of Services Erosion Repairs
Lump Sum Fee \$53,000.00 optional Limerock \$5,000.00; \$16,000.00 Retainer

PAYMENT RESPONSIBILITY:

Invoices to be paid by Silverado CDD
Address _____
City/State _____, FL _____ Zip Code _____ Phone(____) _____
Attention _____ Title _____ Fax (____) _____
Email: _____

APPROVAL OF CHARGES:

If the invoices are to be approved by a party other than the party responsible for payment, please fill in the space below.

Firm _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____ Fax _____

PROPERTY OWNER IDENTIFICATION (If other than above)

Name _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____ Fax _____

LEGAL DESCRIPTION:

SPECIAL INSTRUCTIONS/PAYMENT TERMS:

Net 30 days from invoice date; invoices will be sent every four weeks for continued or extended projects.

PROPOSAL ACCEPTANCE:

The terms and Condition of this Proposal, including the Terms on this page and the General Conditions are attached:

Accepted this _____ day of _____, 20____

Please print or type individual, firm or corporate body name _____

Signature of authorized representative _____

Please print or type of authorized representative and title _____



CLEMENTI ENVIRONMENTAL CONSULTING, LLC

CONFIDENTIAL STANDARD SCHEDULE OF PROFESSIONAL FEES

A. 2024 Fees for Professional Services.

	<u>RATES/\$PER HOUR</u>
Principal	250.00
GIS Technician	85.00
Environmental Auditor	155.00
Proj/Bio/Ecologist	155.00
Project Manager	125.00
Envir. Technician	75.00
Expert Witness	225.00

B. Equipment Rental:

	<u>RATES/\$PER DAY</u>
Dissolved Oxygen Meter	20.00
Global Positioning System Receiver	20.00
Survey Level & Rod	50.00
Remote Camera	100.00
Color Reproductions	1.50/page
ATV	100.00
Jon Boat	50.00
Turbidity Meter	10.00/sample

C. General Terms:

1. Vehicular mileage charged at \$1.00 per mile.
2. Telephone toll charges, mobile phone charges and all out-of-pocket expenses billed at cost plus 15%. Such expenses include travel and subsistence, shipping charges, copying, rental and service (but not normal wear) of project equipment, equipment purchases and subcontractors.

D. Payment Terms:

1. The CLIENT will be billed monthly or upon completion of the project for payment of services rendered through the 15th day and the last day of each month.
2. Term for payment is ten days net. Consideration for extending the term of payment should be requested in advance by the CLIENT.
3. CEC will impose a 1.5% late fee per day on the outstanding balance for overdue payments over 60 days.



CLEMENTI ENVIRONMENTAL CONSULTING, LLC

Terms and Conditions

1. The Agreement

Environmental Service projects are particularly vulnerable to misunderstanding of the obligations and responsibilities of the parties involved. Accordingly, these terms and conditions and the accompanying proposal or agreement and schedules, if any, (the "Companion Documents") constitute the full and complete agreement (the "Agreement") between Clementi Environmental Consulting, LLC (CEC) and the client superseding any and all prior negotiations, correspondence, or agreements either written or oral, and may only be amended, added to, superseded or waived in writing signed by both parties. By accepting the Companion Documents, the client or prospective client shall be deemed to have accepted these terms and conditions as if set forth in full in any of the Companion Documents.

2. Schedule

CEC shall use reasonable best efforts in performing services under this Agreement by mutually agreed upon completion dates. CEC shall not be responsible for any delay due to CEC's inability to gain access to the project site, any defective specifications, change in the scope of work or any act of God, labor dispute, fire, terrorism, inclement weather, act of governmental authority, failure of transportation, accident or any other cause beyond the control of CEC or its subcontractors. In the event of any such delays, CEC's time for completion of the services which are the subject of this Agreement shall be extended accordingly.

3. Reports and Ownership of Materials

With the exception of the CEC report to the client, all documents, including original boring logs, field notes, laboratory test data, calculations and estimates are and remain the property of CEC. All samples obtained by CEC or its sub-contractors pursuant to this agreement may be discarded 30 days after the issuance of the report unless otherwise mutually agreed in writing. The client shall not misquote or otherwise use or refer to the CEC report or work product out of the context of the intent of the report. Client agrees that all reports and other work product furnished to the client and not paid for in full shall be returned to CEC upon demand and shall not be used for design, construction permits or licensing.

4. Client Disclosures

In general, CEC relies on the information provided to it by the client. Specifically, it shall be the duty of the client upon entering into this Agreement to notify CEC of any know or suspected hazardous substances which have or may have been used, stored or disposed of on the project site. "Hazardous substances" shall include, but shall not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by product, waste or sample and whether it exists in a solid liquid, semi-solid or gaseous form. This duty shall also apply to any Hazardous Substance with which CEC may be provided or which exist or may exist on or near any premises upon which services are to be performed by CEC's employees, agents or subcontractors. After entering into this Agreement, disclosure and notification to CEC shall be required immediately upon discovery of any other Hazardous Substances or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes them hazardous.

All decisions relating to the disposal of Hazardous Substances shall be made solely by the client and CEC shall not select the disposal site nor shall CEC arrange in any other way for the disposal of any Hazardous Substances found on or removed from the work site.

To the extent that the proposal includes subsurface activities (which include, without limitation, soil borings, well installation or test pit excavations) among the services to be performed by CEC, the client shall furnish CEC with diagrams indicating the location and boundaries of the site's subsurface structures (pipes, tanks, cables, sewers, other utilities, etc.) CEC shall not be liable for any damage to any subsurface structures or injury or loss arising from damage to subsurface structures which are not correctly located or not indicated on the diagrams provided.

5. Changes in Scope of Work

The scope of work and the time schedules defined in the proposal are based on the information provided by the client. Change in scope of work is defined as added, deleted, or modified work. If information provided by the client is incomplete or inaccurate, or if site conditions or encountered which materially vary from those indicated by the client, or if client requests CEC to change the original scope of work established by the proposal (which request shall be made in writing), a written amendment to this Agreement equitably adjusting the cost and /or performance time hereunder shall be executed by the client and CEC as soon as practicable. CEC shall have no obligation to perform any added or modified work until such amendment has been executed, and consent to amendments shall not be unreasonable withheld by either party.

6. Standards Environmental Services

THE CLIENT ACKNOWLEDGES THAT CEC HAS MADE NO IMPLIED OR EXPRESS REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATION OR ADVICE TO BE PROVIDED BY CEC, EXCEPT AS EXPRESSLY SET FORTH BELOW. Services performed by CEC under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental profession who perform similar environmental services and practice contemporaneously under similar conditions in the locality of the project.

CEC DOES NOT PROVIDE LEGAL SERVICES OR OFFER LEGAL ADVICE ON MATTERS OF ENVIRONMENTAL OR OTHER LAW AND DISCLAIMS ALL RESPONSIBILITY OR LIABILITY RELATING TO OR ARISING OUT OF CLIENTS RELIANCE UPON ANY OPINION EXPRESSED BY CEC OR ITS EMPLOYEES IN THE COURSE OF THE PERFORMANCE OF ITS SERVICES UNDER THIS AGREEMENT RELATING TO ANY MATTER OF LAW.

7. Fixed Price/Adjustment

Prices set forth in this proposal shall be firm for 30 days from the date of such proposal: provided, however, that CEC's standard charges are adjusted annually on December 31st of each year (the "Adjustment Date") and, regardless of the date of the proposal, work performed pursuant to this Agreement after the Adjustment Date shall be billed at the adjusted rates.

8. Billings and Payments

- a) If the basis for fee determination is Time & Materials", billings will be based on CEC's standard charges for actual time expended. Sub-consultant charges, fees, commissions, and out of town travel expenses will be billed at cost plus 20%. All other project related reimbursable expenses, including vehicle mileage, color copies, outside data reports, postage/shipping, reproductions, survey flagging tape, will be billed at the value of the expenditures for the project. The client understands and agrees that the estimates of total, incremental, or phase project costs are reasonable projections provided for informational purposes in the Companion Documents and are as accurate a representation or warranty of the actual costs at the time which will be incurred in the performance of CEC's services. CEC shall submit invoices bi-weekly for services performed and expenses incurred and not

previously billed or included on any preceding invoice. Payment is due upon receipt. For all amounts unpaid after thirty (30) days from the invoice date, client agrees to pay CEC a late fee of one and one-half percent (1.5%) per month or 18% annually.

- b) The client shall provide CEC a clear written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereon. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted.
- c) The client has the obligation to pay for all services performed under this Agreement. No deduction shall be made from any invoice on account of penalty or liquidated damages nor shall any other sums be withheld from payments to CEC by reason of client's inability to obtain financing, approval of zoning boards or governmental or regulatory agencies, or any other cause or contingency. Client further agrees to pay CEC any and all expenses incurred in recovering any delinquent amount due recovering possession of CEC's reports and any other work product furnished to the client pursuant to Paragraph 3 herein, or enforcing any other rights CEC has under this Agreement including reasonable attorney's fees or court costs.

9. Notice of Lien

CEC hereby notifies client that it intends to utilize all available lien rights it may have in connection with its provision of services under this Agreement. In order to perfect any construction lien in favor of CEC, client agrees to provide, if applicable, any Notice of Commencement or any other notice required by the Florida Construction Lien Laws.

10. Safety

The client assumes sole and complete responsibility for the safety of all persons and property where the work to be performed herein is at client's site. If CEC provides a health and safety officer at the client's site, CEC shall be authorized to take any and all measures on behalf of the client that in CEC's opinion will maintain generally accepted health and safety standards for personnel at the site. CEC will inform the client of deficiencies relating to the specifications and applicable regulations known to CEC. However, CEC is not responsible for the failure of the client or its agents to follow the recommendations of CEC personnel. The client waives any claim against CEC for, and agrees to indemnify and hold CEC harmless from, any claim for liability for injury or loss to the client or others in connection with such measures, except to the extent such loss results from CEC negligence.

11. Limits for Damages or Claims Relating to Work/Services

IT IS EXPRESSLY AGREED THAT THE CLIENT'S MAXIMUM RECOVERY AGAINST CEC RELATING TO THE PROFESSIONAL SERVICES PERFORMED HEREIN, IS THE AMOUNT OF CEC'S FEE AND THAT ANY CLAIM OR DAMAGES NOT TO EXCEED SUCH FEE IS CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST CEC. UNDER NO CIRCUMSTANCE SHALL CEC BE LIABLE FOR CLIENT'S LOSS OF PROFITS, DELAY DAMAGES, OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE.

- 11a. Insurance and Indemnity:** CEC will acquire and maintain general commercial liability insurance coverage acceptable to the Lake Bernadette District in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate, which shall include all claims and losses that may relate in any manner whatsoever to CEC's performance under this Agreement. CEC shall provide continuous proof of such insurance coverage to the District. Such proof shall include the District as a named insured. CEC hereby indemnifies and holds the District harmless from and against any and all claims, demands, losses, damages, liabilities and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys' fees for the District's legal counsel), arising from personal injury, death, or property damage resulting from the negligent or intentional acts of CEC or by its employees, agents or invitees. This Indemnity is not subject to the Limitation provided in Paragraph 11.

12. Termination

This agreement may be terminated by either party upon at least thirty (30) calendar day's written notice in the event of substantial failure by the other party to perform in accordance with the terms herein through no fault terminating party. In the event that site conditions become unsafe for the performance of the work, or if the client fails to pay any invoice in full within thirty (30) days after invoice date, CEC may, at any time and without waiving any other rights or claims against the client and without incurring any liability to the client, elect to terminate performance of services upon ten (10) business days prior written notice from CEC to the client.

13. Severability

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and binding upon all parties.

14. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the client and CEC shall survive the completion of the services and the termination of this agreement.

15. Period of Limitation

No action, suit or other proceeding shall be instituted in connection with this Agreement more than two (2) years after the last day upon which CEC provided substantial services on the site for which this Agreement was executed.

16. Assigns

Neither the client nor CEC may delegate, assign or transfer duties or in this Agreement without the written consent of the other party.

17. Governing Law

This Agreement shall be governed by the laws of the state of Florida.

File: CEC E-termsandconditions30days.doc

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7C



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@rep-services.com

E-mail POs and contracts to:
contracts@rep-services.com

CGC1508223 FEIN 59-2978507 Page 1 of 1

Please mail checks to:

Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: Silverado Community Development District
Attn: Wrathell, Hunt & Associates
2300 Glades Rd Ste 410w
Boca Raton, FL 33431-8556

Attn: Angie Lynch, LCAM, CMCA

Ship To: TBD at a later date

Attn:

Bill To: Silverado Community Development District
ATTN: Wrathell, Hunt & Assoc. LLC
PO Box 810036
Boca Raton, FL 33481

Attn: Angie Lynch, LCAM, CMCA

Project No: 15552 **Project Name:** Silverado CDD Playground

Proposal No: 15552.05 **Proposal Name:** Silverado Community

Proposal Date: 11/13/2024 **Proposal Expires:** 12/20/2024

For Questions Contact: Carrie Humbert ☎ 407-853-3570 ✉ carrie@rep-services.com

Project Contact: Angie Lynch, LCAM, CMCA

Project Location: 6010 Silverado Ranch Blvd.
Zephyrhills, FL 33541
Project County: Pasco

Opt/Rev: B/1 11/18/24 - CH

Vendor: RSI Installer

599417

Item	Qty	Description	Unit Price	Ext Price
INS-SKY	1 LT	3 workers with a total of 14 man hours	2,063.00	2,063.00
MOBILIZATION	1 LT	Mobilization: Travel Time, per diem, fuel, etc.	2,237.00	2,237.00
RSI Installer Total:				\$4,300.00

General Terms of Sale and Proposal Summary

Net 30

Product:	\$0.00
Installation:	\$4,300.00
Proposal Total:	\$4,300.00

Notes

This proposal is for Installation only. New Cable and Hardware being sent as a customer courtesy at no charge.

The undersigned warrants that he/she is an authorized representative of Silverado Community Development District noted and has the requisite authority to bind Silverado Community Development District and/or principal.

Accepted By:

Silverado Community Development District

Company Name

Authorized By

Printed Name

Date

As Its: _____ (Title)

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7D



2161 East County Road 540A #225

Lakeland, FL 33813

Phone: (813) 565-4663

DATE

10/31/2024

BILL TO

Silverado CDD

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

[Michael Sakellarides, Michael@BreezeHome.com](mailto:Michael@BreezeHome.com)

ESTIMATE NUMBER

SCDD103124

DESCRIPTION	AMOUNT
	\$3,500.00
(1x) Straighten Stop sign at Amenity Center as you enter the District	
(2x) Remount Stop sign at Silverado Circle	
(1x) Straighten Carriage Pine and Silverado Ranch	
(1x) Straighten Carriage Pine and Stable Wilk	
(3x) Stable Wilk and Silverado stop sign leaning missing street sign	
(1x) Remount Stop sign and street sign	
(1) Straighten Saddle Palm and Silverado Ranch	
(2x) Straighten Wagon Trail	
(1x) Straighten Dead End Sign on E. side of Wagon Trail	
(1x) Remount Ezra Loft and Silverado Ranch	
(2x) Straighten Dead End Sign	
(1x) Straighten Iron Redding	
(1x) Straighten Steer Blade and Silverado Ranch	
(1x) Straighten Silverado Ranch and Stell Vast	
(1x) Remount No outlet sign	
(1x) Remount Silverado Ranch and Stella Vast	
(2x) Straighten Paden Wheel Island	
(1x) Manufacture Paden Wheel	
(1x) Remount Dog park fence pole	

*This proposal is to straighten, mount, and manufacture street signs throughout the District.
Proposal includes labor and sign audit was conducted.*

Thank you for your business!

	3,500.00
\$	3,500.00

Signature

Date

If you have any questions about this invoice, please contact
Michael Sakellarides, Michael@BreezeHome.com

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

7E

ESTIMATE

Florida Brothers Maintenance & Repair, LLC.
215 Gray Rd
Lithia, FL 33547-2002

floridabrothersllc@gmail.com
+1 (813) 476-1933



Bill to
Silverado CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431 USA

Estimate details
Estimate no.: 1372
Estimate date: 10/31/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Repair Sign	Repair road sign - based on pictures provided. (1)STOP sign- community center (2) Carriage Pine & Silverado Ranch (3) Carriage Pine & Stable Wilk (4) Stable Wilk & Silverado Ranch (5) Saddle Palm& Silverado Ranch (6) Wagon Trail & Silverado Ranch X2 (7) Dead End x 2 (8) Iron Redding x 2 (9) Steer Blade & Silverado Ranch (10) Silverado Ranch & Steel Vast (11) Paden Wheel -island signs x2 (12) DEAD END- E side wagon trail (13) Ezar Loft & Silverado Ranch	17	\$125.00	\$2,125.00
2.	Install New Street Sign	Paden Wheel St	1	\$148.95	\$148.95
3.	Install	Down Street sign pole (1)STOP sign silverado circle x2 (2) STOP sign (3) No Outlet- Silverado Ranch & Stella Vast (4) pole down- Ezar Loft & Silverado Ranch (5) Pole Down-Silverado Ranch & Stella Vast	6	\$135.00	\$810.00
4.	Repair Sign	Repair road sign - based on list provided. (1)Shade Bluff & Silverado Ranch X2 (2) Delta Gold & Silverado Ranch	3	\$125.00	\$375.00

Total

\$3,458.95

Accepted date

Accepted by

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

7F



Proposal

Proposal No.: 310815

Proposed Date: 12/02/24

PROPERTY:	FOR:
Silverado CDD - Maintenance C/O Wrathell, Hunt and Associates 6270 Silverado Ranch Blvd Zephyrhills, FL 33541	Irrigation Repairs Needed

During the november wet check we found the the following need repair or diagnose.

Clock 1- Zone 1 & 2 need to located is showing alarm on the clock and its not coming on the field. 1 - ICD100

Clock 2- Zone 32 & 31 - showing alarm on the clock after diagnose locating and diagnose we the (2) hunter solenoid and (2) ICD100 being the issue.





ITEM	QTY	UOM	TOTAL
Control Components			\$1,380.67
Irrigation Tech Labor	5.00	HR	
Hunter ICD Decoder 1 station for use with ACC Controllers	3.00	EA	
Hunter AC Solenoid Assembly 24 VAC	2.00	EA	
Total:			\$1,380.67

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7G

CONTRACT
Keeler Landscaping, Inc.
FENCE DIVISION

30630 Darby Rd.
Dade City, FL 33525

Jeff@keelerfence.com

Silverado CDD
C/O Wrathell Hunt And Assoc
Suite 410 W
Boca Raton, FL 33431
813-732-5468
Angie@breezehome.com

Proposal: KF111024
Valid for : 30 Days
Terms:
Lead Time : TBD

PROJECT LOCATION: 6270 Silverado Ranch Blvd

We propose to furnish materials and labor for installation of fencing at the above referenced project location. The scope of work to be as follows:

Install 6 ft tall x 6 ft wide white PVC panels that are knocked out due to storm
Install New White PVC post that are damaged due to storm
Remove and dispose of old vinyl
Straighten post that are leaning due to storm
Replace (1) Aluminum panel at club house that is bent due to the storm
All Post to be set in Concrete

Price Includes: (Labor, Materials & Tax)\$6392.00

*** A 3.5% charge will be added to all credit card Transactions.**

*Exclusions: Engineering, Unmarked Private Utilities & Any obstructions
In the fence line.

Best Regards,
Jeff Watters
813-955-7767

Accepted: _____ Date: _____

























SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

8



Work Order	00724653	Account	Silverado Ranch CDD
Work Order	00724653	Contact	Jamie Sanchez
Number		Address	6010 Silverado Ranch Blvd Zephyrhills, FL 33541 United States
Created Date	11/18/2024		

Specialist Comments to Customer	Sites 11-29 were treated for algae submersed weeds and shoreline weeds. Thanks for choosing Solitude.	Prepared By	kenneth Morehouse
---------------------------------------	---	-------------	-------------------

Work Order Assets

Asset	Status	Product Work Type
Silverado Ranch Cdd-Lake-ALL	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Silverado Ranch Cdd-Lake-ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Silverado Ranch Cdd-Lake-ALL	SHORELINE WEED CONTROL	
Silverado Ranch Cdd-Lake-ALL	LAKE WEED CONTROL	
Silverado Ranch Cdd-Lake-ALL	ALGAE CONTROL	
Silverado Ranch Cdd-Lake-ALL		



Work Order 00730896

Work Order 00730896
Number

Created Date 12/3/2024

Account Silverado Ranch CDD

Contact Jamie Sanchez

Address 6010 Silverado Ranch Blvd
Zephyrhills, FL 33541
United States

Work Details

Specialist Comments to Customer
All sites treated for shoreline weeds sites 2,13, treated for algae. Some of the smaller sites have minor algae growth, but water is so low that I'm afraid to spray being it should dry up within the next week. Thanks for choosing Solitude.

Prepared By kenneth Morehouse

Work Order Assets

Asset

Status

Product Work Type

Silverado Ranch Cdd-Lake-ALL

Inspected

Service Parameters

Asset

Product Work Type

Specialist Comments to Customer

Silverado Ranch Cdd-Lake-ALL

MONITORING

Silverado Ranch Cdd-Lake-ALL

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

9A

Estimate

Consolidated Land Services, Inc.

Mailing Address:

P.O. Box 2593

Dade City, FL 33526

Date	Estimate #
12/11/2024	00000277

Name / Address
Silverado CDD 1540 International Pkwy Suite 2000 Lake Mary, FL 32746

Project				
Pond Q - Change Order				
Description	Qty	U/M	Rate	Total
POND Q_ BOARD APPROVED ESTIMATE 265: SCOPE BELOW. Pond Q: Hard Armoring with High Strength Geogrid, Flexamat and Soft Armoring with C350 Turf Reinforcement Mat. CLS, Inc. will arrive onsite, within approx. time of Notice to Proceed to mobilize equipment and materials. Once mobilization occurs, CLS, Inc. will begin grading slopes to pre-existing grade in order to begin installation of High Strength Geogrid, Flexamat (Hard) Armoring System and C350 Turf Reinforcement Mat (Soft) Armoring System with approx. 12" anchor trench. All Point Discharge Spillways will be hard armored with High Strength Geogrid, Flexamat (Hard) Armoring System, with C350 Turf Reinforcement Mat (Soft) Armoring System continuing between Point Discharge Spillways. CLS, Inc. will re-vegetate all slopes with sod. *CLS, Inc. will conduct onsite dewatering plan if necessary. If Dewatering is required, Change Order will be provided. **CLS, Inc. will utilize a track mat system to minimize disturbances to access points and work areas. ***1 year Manufacturing Warranty applies to all products. Warranty does not cover labor or normal wear and tear due to Harsh Florida Weather Conditions or Negligence. 1. Mobilize	1	ea	0.00	0.00
Approved by:			Estimate Valid for 30 Days. CLS, Inc. Provides Competition Sensitive Pricing.	
			Total	

Estimate

Consolidated Land Services, Inc.

Mailing Address:
P.O. Box 2593
Dade City, FL 33526

Date	Estimate #
12/11/2024	00000277

Name / Address
Silverado CDD 1540 International Pkwy Suite 2000 Lake Mary, FL 32746

Project				
Pond Q - Change Order				
Description	Qty	U/M	Rate	Total
2.Grade Slopes 3.Install High Strength Geogrid, Flexamat System and C350 Turf Reinforcement Mat System 4.Re-vegetate with Sod 5.De-mobilize				
POND Q - CHANGE ORDER:	1	ea	1,803.90	1,803.90
CLS, Inc. is unable to gain access to Pond Q due to down trees from Hurricane Milton. Access point to Pond Q is completely blocked and inaccessible. Recommendation: Clear access point in order to gain access to Pond Q.				
Approved by:			Estimate Valid for 30 Days. CLS, Inc. Provides Competition Sensitive Pricing.	
			Total	
			\$1,803.90	







SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

9B

Estimate

Consolidated Land Services, Inc.

Mailing Address:
P.O. Box 2593
Dade City, FL 33526

Date	Estimate #
12/11/2024	00000278

Name / Address
Silverado CDD 1540 International Pkwy Suite 2000 Lake Mary, FL 32746

Project				
Pond G - Change Order				
Description	Qty	U/M	Rate	Total
Addendum to Pond G: CLS, Inc. has identified additional damage caused from Hurricane Milton. Due to the additional damages caused from the recent storm the eroded area has increased in size, and additional materials, labor and repairs are needed in order to return structure to working compliance. **Future Maintenance will be required in order to fully armor and repair control structure completely.	1	ea	5,997.22	5,997.22
Approved by:			Estimate Valid for 30 Days. CLS, Inc. Provides Competition Sensitive Pricing.	
			Total	
			\$5,997.22	

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

9C

Estimate

Consolidated Land Services, Inc.

Mailing Address:
P.O. Box 2593
Dade City, FL 33526

Date	Estimate #
12/11/2024	00000279

Name / Address
Silverado CDD 1540 International Pkwy Suite 2000 Lake Mary, FL 32746

Project				
Pond C - Change Order				
Description	Qty	U/M	Rate	Total
Addendum to Pond C: CLS, Inc. has identified additional damage caused from Hurricane Milton. Due to the additional damages caused from the recent storm the eroded area has increased in size, and additional materials, labor and repairs are needed in order to return structure to working compliance. **Future Maintenance will be required in order to fully armor and repair control structure completely.	1	ea	5,706.98	5,706.98
Approved by:			<i>Estimate Valid for 30 Days.</i> <i>CLS, Inc. Provides Competition Sensitive Pricing.</i>	
			Total	
			\$5,706.98	

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2024**

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2024**

	General Fund	Debt Service Fund Series 2016A-1	Debt Service Fund Series 2017A-1	Debt Service Fund Series 2018A-1	Debt Service Fund Series 2018A-2	Capital Projects Fund Series 2018A-1	Total Governmental Funds
ASSETS							
Cash	\$ 398,691	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,691
Investments							
Revenue	-	92,497	100,035	131,090	87,216	-	410,838
Reserve	-	55,360	53,325	72,075	252,637	-	433,397
Prepayment	-	60	-	-	-	-	60
Construction	-	-	-	-	-	40,178	40,178
Undeposited funds	5,511	-	-	-	-	-	5,511
Due from general fund	-	256	241	653	513	-	1,663
Utility deposit	3,408	-	-	-	-	-	3,408
Total assets	<u>\$ 407,610</u>	<u>\$148,173</u>	<u>\$153,601</u>	<u>\$203,818</u>	<u>\$340,366</u>	<u>\$ 40,178</u>	<u>\$ 1,293,746</u>
LIABILITIES							
Liabilities:							
Due to debt service fund 2016A-1	\$ 256	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 256
Due to debt service fund 2017A-1	241	-	-	-	-	-	241
Due to debt service fund 2018A-1	653	-	-	-	-	-	653
Due to debt service fund 2018A-2	513	-	-	-	-	-	513
Accrued taxes payable	153	-	-	-	-	-	153
Developer advance	10,372	-	-	-	-	-	10,372
Total liabilities	<u>12,188</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,188</u>
FUND BALANCES							
Restricted for							
Debt service	-	148,173	153,601	203,818	340,366	-	845,958
Capital projects	-	-	-	-	-	40,178	40,178
Assigned							
Working capital	234,530	-	-	-	-	-	234,530
Unassigned	160,892	-	-	-	-	-	160,892
Total fund balances	<u>395,422</u>	<u>148,173</u>	<u>153,601</u>	<u>203,818</u>	<u>340,366</u>	<u>40,178</u>	<u>1,281,558</u>
Total liabilities and fund balances	<u>\$ 407,610</u>	<u>\$148,173</u>	<u>\$153,601</u>	<u>\$203,818</u>	<u>\$340,366</u>	<u>\$ 40,178</u>	<u>\$ 1,293,746</u>

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ -	\$ 827,118	0%
Total revenues	-	-	827,118	0%
EXPENDITURES				
Professional & administrative				
General administration				
Supervisors' fees and FICA	1,076	1,076	12,918	8%
Management consulting services	4,000	4,000	48,000	8%
Printing & binding	42	42	500	8%
Telephone	17	17	200	9%
Other current charges	438	438	500	88%
Auditing services	-	-	3,450	0%
Postage	-	-	500	0%
Insurance	7,558	7,558	7,000	108%
Regulatory and permit fees	-	-	175	0%
Legal advertising	-	-	1,500	0%
Engineering	-	-	10,000	0%
Legal	-	-	25,000	0%
Website hosting	-	-	705	0%
ADA website compliance	-	-	210	0%
Meeting room rental	-	-	720	0%
Debt administration				
Dissemination agent	250	250	3,000	8%
DSF accounting	458	458	5,500	8%
Trustee fees	4,256	4,256	16,080	26%
Arbitrage rebate calculation	-	-	3,000	0%
Total professional & administrative	18,095	18,095	138,958	13%

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2024

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Physical environment expenditures				
Streetpole lighting	1,138	1,138	95,000	1%
Electricity (irrigation & pond pumps)	-	-	4,134	0%
Landscaping maintenance	14,559	14,559	205,192	7%
Landscape replenishment	-	-	10,000	0%
Palms & tree trimming	-	-	15,000	0%
Irrigation maintenance	-	-	25,000	0%
Pond maintenance	2,887	2,887	35,000	8%
Fertilizer & mulch	-	-	20,800	0%
Property insurance	23,348	23,348	30,000	78%
Solid waste disposal	-	-	540	0%
Comprehensive field tech services	1,260	1,260	15,120	8%
Field ops accounting	500	500	6,000	8%
Pet waste removal	-	-	3,000	0%
Signage	-	-	1,000	0%
Wetland maintenance	600	600	8,200	7%
Storm readiness	-	-	5,000	0%
Reserve study	-	-	10,000	0%
Amenity center				
Pool service contract	1,250	1,250	23,850	5%
Pool maintenance & repairs	-	-	8,500	0%
Pool resurfacing	-	-	20,000	0%
Pool Furniture	-	-	12,000	0%
Pool permit	-	-	275	0%
Cleaning & maintenance	1,000	1,000	7,200	14%
Internet	160	160	2,150	7%
Electricity	-	-	12,500	0%
Water	-	-	6,672	0%
Pest control	110	110	1,320	8%
Camera monitoring	189	189	3,600	5%
Refuse service	-	-	200	0%
Holiday decorations	-	-	6,000	0%
Contingency	-	-	37,500	0%
Miscellaneous repairs & maintenance	-	-	40,000	0%
Total field operations	47,001	47,001	670,753	7%
Other fees & charges				
Property appraiser	-	-	175	0%
Tax collector	-	-	17,232	0%
Total other fees & charges	-	-	17,407	0%
Total expenditures	65,096	65,096	827,118	8%
Excess/(deficiency) of revenues over/(under) expenditures	(65,096)	(65,096)	-	
Fund balances - beginning	460,518	460,518	314,334	
Fund balance - ending				
Assigned				
Working capital	234,530	234,530	234,530	
Unassigned	160,892	160,892	79,804	
Fund balances - ending	\$ 395,422	\$ 395,422	\$ 314,334	

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2016A-1 BONDS
FOR THE PERIOD ENDED OCTOBER 31, 2024

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ -	\$ 57,784	0%
Interest	570	570	-	N/A
Total revenues	570	570	57,784	1%
EXPENDITURES				
Debt service				
Interest	-	-	40,800	0%
Principal	-	-	14,000	0%
Total debt service	-	-	54,800	0%
Other fees & charges				
Tax collector	-	-	1,204	0%
Total other fees and charges	-	-	1,204	0%
Total expenditures	-	-	56,004	0%
Excess/(deficiency) of revenues over/(under) expenditures	570	570	1,780	
Fund balances - beginning	147,603	147,603	143,115	
Fund balances - ending	\$ 148,173	\$ 148,173	\$ 144,895	

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2017A-1 BONDS
FOR THE PERIOD ENDED OCTOBER 31, 2024

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ -	\$ 54,460	0%
Interest	591	591	-	N/A
Total revenues	591	591	54,460	1%
EXPENDITURES				
Debt service				
Interest	-	-	36,175	0%
Principal	-	-	15,000	0%
Total debt service	-	-	51,175	0%
Other fees & charges				
Tax collector	-	-	1,135	0%
Total other fees and charges	-	-	1,135	0%
Total expenditures	-	-	52,310	0%
Excess/(deficiency) of revenues over/(under) expenditures	591	591	2,150	
Fund balances - beginning	153,010	153,010	148,733	
Fund balances - ending	\$ 153,601	\$ 153,601	\$ 150,883	

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018A-1 BONDS
FOR THE PERIOD ENDED OCTOBER 31, 2024

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ -	\$ 147,217	0%
Interest	810	810	-	N/A
Total revenues	810	810	147,217	1%
EXPENDITURES				
Debt service				
Interest	-	-	101,650	0%
Principal	-	-	40,000	0%
Total debt service	-	-	141,650	0%
Other fees & charges				
Tax collector	-	-	3,067	0%
Total other fees and charges	-	-	3,067	0%
Total expenditures	-	-	144,717	0%
Excess/(deficiency) of revenues over/(under) expenditures	810	810	2,500	
Fund balances - beginning	203,008	203,008	196,207	
Fund balances - ending	<u>\$ 203,818</u>	<u>\$ 203,818</u>	<u>\$ 198,707</u>	

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018A-2 BONDS
FOR THE PERIOD ENDED OCTOBER 31, 2024

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ -	\$ 115,623	0%
Interest	1,309	1,309	-	N/A
Total revenues	<u>1,309</u>	<u>1,309</u>	<u>115,623</u>	1%
EXPENDITURES				
Debt service				
Interest	-	-	84,150	0%
Principal	-	-	30,000	0%
Total debt service	<u>-</u>	<u>-</u>	<u>114,150</u>	0%
Other fees & charges				
Tax collector	-	-	2,409	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>2,409</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>116,559</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1,309	1,309	(936)	
Fund balances - beginning	<u>339,057</u>	<u>339,057</u>	<u>329,392</u>	
Fund balances - ending	<u>\$ 340,366</u>	<u>\$ 340,366</u>	<u>\$ 328,456</u>	

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018 A-1 BONDS
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 151	\$ 151
Total revenues	<u>151</u>	<u>151</u>
EXPENDITURES		
Capital outlay	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	151	151
Fund balances - beginning	40,027	40,027
Fund balances - ending	<u><u>\$ 40,178</u></u>	<u><u>\$ 40,178</u></u>

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
SILVERADO COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Silverado Community Development District held a Regular Meeting on November 18, 2024 at 5:00 p.m., at the Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542.

Present were:

Lee Chamoff	Chair
Thomas Smith	Vice Chair
Luis Gonzalez	Assistant Secretary
Francisco Alexander	Assistant Secretary

Also present:

Jamie Sanchez	District Manager
Meredith Hammock	District Counsel
Tyson Waag (via telephone)	District Engineer
Gaby Arroyo	Breeze Management (Breeze)
Angel Rivera (via telephone)	Juniper
Larry Conwill	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 5:02 p.m.

Supervisors Chamoff, Smith, and Alexander were present. Supervisor Gonzalez was not present at roll call. Supervisor Ozorowsky was absent.

SECOND ORDER OF BUSINESS

Public Comments

Ms. Sanchez explained the protocols for public comments and stated there are no Juniper-related items on today's agenda; however, Mr. Rivera is on the phone to address Board Member questions or concerns.

Mr. Alexander asked if Juniper determined the number of downed and/or damaged trees behind the ponds. Mr. Rivera will follow up with Chad about a damaged tree count. He asked if the Board would like any of the leaning trees to be re-staked.

The Board requested a proposal to re-stake trees and asked for Juniper Staff to check the condition of a pine tree between two main ponds on Silverado and advise as to how to address it.

Mr. Rivera will have his team inspect the pine tree and report the findings.

Ms. Sanchez will email a photograph of the exact location of the Pine tree to Mr. Rivera and Chad.

Mr. Gonzalez has arrived at the meeting.

THIRD ORDER OF BUSINESS

Acceptance of Resignation of Michael Ozorowsky [Seat 1]; Term Expires November 2026

Ms. Sanchez presented Michael Ozorowsky's resignation letter dated November 14, 2024.

On MOTION by Mr. Alexander and seconded by Mr. Gonzalez, with all in favor, the resignation of Michael Ozorowsky from Seat 1, was accepted.

FOURTH ORDER OF BUSINESS

Consider Appointment of Qualified Elector to Fill Term of Seat 1

Mr. Alexander nominated Mr. Larry Conwill to fill Seat 1. No other nominations were made.

On MOTION by Mr. Alexander and seconded by Mr. Smith, with all in favor, the appointment of Mr. Larry Conwill to Seat 1, was approved.

• **Administration of Oath of Office to Newly Appointed Supervisor (the following to be provided under separate cover)**

Ms. Sanchez, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Larry Conwill. She provided and reviewed the following items:

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Office

Ms. Hammock stated she will share her contact information with Mr. Conwill after the meeting. She urged him to contact her with questions or concerns. Ms. Sanchez noted it is most cost-effective to contact the District Manager first because District Counsel and the District Engineer fees are incurred at an hourly rate; whereas, District Management has a flat fee.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date

Ms. Sanchez presented Resolution 2025-02. Mr. Gonzalez nominated the following:

Lee Chamoff	Chair
Thomas Smith	Vice Chair
Francisco Alexander	Assistant Secretary
Luis Gonzalez	Assistant Secretary
Larry Conwill	Assistant Secretary

The Resolution removes the following Officer from the Board as of November 18, 2024:

Michael Ozorowsky	Assistant Secretary
-------------------	---------------------

The following prior appointments by the Board remain unaffected by the Resolution:

Craig Wrathell	Secretary
Jamie Sanchez	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

No other nominations were made.

On MOTION by Mr. Gonzalez and seconded by Mr. Alexander, with all in favor, Resolution 2025-02, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Proposals, Quotes and Estimates

Mr. Waag provided the following updates:

➤ Pond H was recently completed by CLS.

➤ Pond J: Further inspection occurred after Hurricane Milton and increased damage was discovered. The ditch pavings, which are the concrete pads on either side of the rear wall, had sunk; the control structure was undermined. The previous option to reset the ditch paving concrete pads is no longer feasible. CLS provided change order addendums to its proposal.

➤ Sediment deposits from a wetland behind Pond J have washed out into the wetland. There is a fairly-extensive proposal from Clementi Environmental for work that would need to happen after completion of the Pond J control structure repairs.

Asked if Pond G will be repaired after Pond J, in the amount of \$21,216, Mr. Waag replied, no and stated that the area behind Pond J is not associated with Pond G or any other proposals submitted by CLS. Pond G is not a part of the Pond J/wetland mitigation work.

Ms. Sanchez recapped that, at the last meeting, the Board approved repairs to Ponds H and J. Mr. Waag confirmed that Pond H is completed and recommends approving the change order for Pond J, in the amount of \$10,145.39. Thus far, \$13,824.29 in construction funds has been expended on pond work.

The Board approved CLS Proposal 00000271 for Pond J, in the amount of \$10,145.39.

Discussion ensued regarding whether to defer the proposed repairs to Ponds G & C and Ponds Q & F or approve them today. Other topics discussed included fund allocation, remaining construction funds, negotiating pricing of the CLS proposals, the Clementi Environmental proposal, repair timing, complying with the Southwest Florida Water Management District (SWFWMD) and establishing a not to exceed amount for pond work.

A. Consolidated Land Services, Inc.

I. Estimate #00000253 [Weir Control Structure Repairs]

II. Estimate #00000264 [Weir Repair - Pond G & C]

III. Estimate #00000265 [Pond Q & F]

On MOTION by Mr. Gonzalez and seconded by Mr. Alexander, with all in favor, Consolidated Land Services, Inc., Estimates #00000253, #00000264 and #00000265, in a not-to-exceed amount of \$65,000, were approved.

Ms. Hammock stated the prior calculation is incorrect and recommended revising the motion, and reducing the not-to-exceed amount from \$65,000 to \$55,000.

On MOTION by Mr. Gonzalez and seconded by Mr. Alexander, with all in favor, Consolidated Land Services, Inc., Estimates #00000253, #00000264 and #00000265, in a not-to-exceed amount of \$55,000, were approved.

Ms. Sanchez stated that Management and the Chair will negotiate with CLS for better pricing for all the pond work approved today. Staff was directed to seek additional proposals for the mitigation areas.

IV. Estimate #00000271 [Pond J]

On MOTION by Mr. Chamoff and seconded by Mr. Smith, with all in favor, Consolidated Land Services, Inc., Estimate #00000271 for Pond J, in the amount of \$10,145.39, was approved.

B. American Illuminations & Décor Estimate #362 [Premium Permanent RGB Track Lighting]

This item will be removed from future agendas.

C. RedTree Landscape Systems [Large Oak Tree Pruning Proposal]

Discussion ensued regarding the RedTree proposal, the vendor and why a pruning proposal was not submitted by Juniper. Staff will obtain additional proposals.

This item will remain on the agenda.

D. Clementi Environmental Consulting, LLC Proposal for Repair of Mitigation Areas A and B

This item was deferred.

E. REP Services, Inc. Proposal No. 15552.05 [Labor to Feed New Cable into Shade Fabric and Re-Install Shade Structure]

Staff will obtain additional proposals. This item was deferred.

SEVENTH ORDER OF BUSINESS

Update: SOLitude Lake Management, LLC Service Reports

The SOLitude Lake Management, LLC Service Reports from October 30 and November 4, 2024 were included for informational purposes.

Ms. Sanchez stated the Board previously expressed interest in perhaps engaging another vendor; she has yet to receive proposals from Ms. Lynch regarding a new lake vendor.

The Board and Staff discussed switching to another lake management vendor.

Staff will obtain proposals from CLS, Superior Waterways or Steadfast and present them at the next meeting.

EIGHTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of September 30, 2024**

Discussion ensued regarding "Legal advertising" at 104%, "Internet" at 125%, wi-fi, "Pest control" at 160%, "Camera monitoring" and "Water" at 89%.

On MOTION by Mr. Chamoff and seconded by Mr. Alexander, with all in favor, the Unaudited Financial Statements as of September 30, 2024, were accepted.

NINTH ORDER OF BUSINESS**Approval of October 21, 2024 Public Hearing and Regular Meeting Minutes**

The following changes were made:

Line 19: Change "Tysun" to "Tyson"

Line 162: Change "Alxander" to "Alexander"

On MOTION by Mr. Chamoff and seconded by Mr. Smith, with all in favor, the October 21, 2024 Public Hearing and Regular Meeting Minutes, as amended, were approved.

TENTH ORDER OF BUSINESS**Board Member Comments****A. Juniper Discussion**

Ms. Sanchez stated it was previously suggested that the CDD go through the Request for Proposals (RFP) process for a new landscaping services vendor.

Discussion ensued about issues with Juniper, personnel changes, LMP, recent Juniper storm-related proposals, obtaining referrals, the RFP process, the project manual, etc.

Staff will include a landscape and irrigation project services manual from 2023 on the next agenda, as well as ranking criteria for the Board to review.

216

217 **ELEVENTH ORDER OF BUSINESS****Staff Reports**

218

219 **A. District Counsel: Kilinski | Van Wyk**

220 There was no report.

221 Discussion ensued regarding the wetland in the back of the CDD, work trucks pumping
222 water near CDD property, the dry retention pond, traffic issues and the upcoming Pasco County
223 Commission meeting on December 10, 2024 at 10:00 a.m.

224 **B. District Engineer: Stantec**225 • **Field Report Site Visit**

226 There was no report.

227 **C. Operations Manager: Breeze Home**228 • **Safety Culture**

229 Referencing a handout, Ms. Sanchez stated Ms. Lynch emailed the Safety Culture
230 Report.

231 Ms. Arroya provided the following updates:

232 ➤ Ms. Lynch is awaiting responses from vendors regarding fencing.

233 ➤ Ms. Lynch arranged for an arborist to inspect the large oak tree.

234 ➤ Lighting has been installed at the mailboxes.

235 ➤ Ms. Lynch is monitoring the ponds to facilitate algae treatments.

236 A Board Member commented that the lighting at the mailboxes is dim and additional
237 lights should be installed.

238 **D. District Manager: Wrathell, Hunt & Associates, LLC**239 • **NEXT MEETING DATE: December 16, 2024 at 5:00 PM**240 ○ **QUORUM CHECK**

241

242 **TWELFTH ORDER OF BUSINESS****Public Comments**

243

244 No members of the public spoke.

245

246 **THIRTEENTH ORDER OF BUSINESS****Adjournment**

247

248 **On MOTION by Mr. Alexander and seconded by Mr. Smith, with all in favor, the**
249 **meeting adjourned at 6:40 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

SILVERADO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542</i>		
<i>¹The Genesis Center, 38112 15th Ave., Zephyrhills, Florida 33542</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2024	Public Hearing and Regular Meeting <i>adoption of Rules of Procedure</i>	5:00 PM
November 18, 2024	Regular Meeting	5:00 PM
December 16, 2024	Regular Meeting	5:00 PM
February 17, 2025	Regular Meeting	5:00 PM
March 17, 2025	Regular Meeting	5:00 PM
April 21, 2025	Regular Meeting	5:00 PM
May 19, 2025	Regular Meeting	5:00 PM
June 16, 2025 ¹	Regular Meeting	5:00 PM
July 21, 2025	Regular Meeting	5:00 PM
August 18, 2025	Regular Meeting	5:00 PM
September 15, 2025 ¹	Regular Meeting	5:00 PM