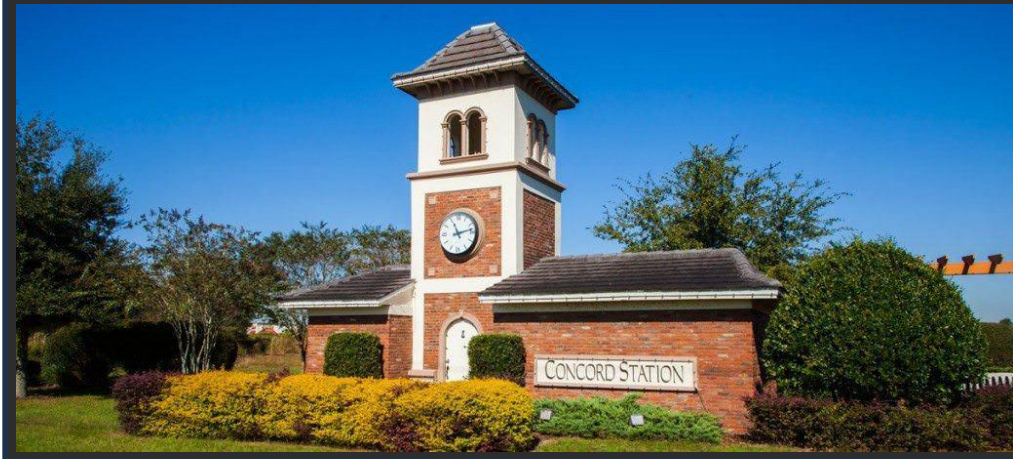


CONCORD STATION

COMMUNITY DEVELOPMENT DISTRICT



ADVANCED MEETING PACKAGE

REGULAR MEETING

DATE / TIME:

Thursday, November 13, 2025
6:30 P.M.

LOCATION:

Concord Station Clubhouse
18636 Mentmore Blvd.
Land O' Lakes, FL 34638



*Note: The Advanced Meeting Package is a working document and thus all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval, or adoption.*

**CONCORD STATION
COMMUNITY DEVELOPMENT DISTRICT**

**c/o Anchor Stone
255 Primera Boulevard, Suite 160
Lake Mary, FL 32746**



Board of Supervisors
Concord Station Community Development District.

Dear Supervisors:

A Meeting of the Board of Supervisors of the Concord Station Community Development District is scheduled for **Thursday, November 13, 2025, at 6:30 P.M.** at the **Concord Station CDD, Concord Station Clubhouse, 18636 Mentmore Blvd., Land O' Lakes, FL 34638.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Thibault

Patricia Thibault
District Manager

CC: Attorney
Engineer
District Records



District: CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT
Date of Meeting: Thursday, November 13, 2025
Time: 6:30 P.M.
Location: Concord Station Clubhouse
18636 Mentmore Blvd.
Land O'Lakes, FL 34638

TEAMS: [LINK TO MEETING](#)
Meeting ID: 266 389 722 026 3
Passcode: 5i23sN7X
CALL IN: +1 323-538-4434
Phone conference ID: 197 867 101#
Mute/Unmute: *6

Agenda

For the full agenda packet, please contact ConcordStation@AnchorStoneMgt.com

I. Call to Order / Roll Call

II. Audience Comments – Agenda Items *(limited to 3 minutes per individual)*

III. Professional Vendor Presentations

A. District Engineering Report – Stantec Project Engineer Greg Woodcock

1. Status and Discussion of Ditch Project & Hurricane Reimbursement [**EXHIBIT 1A**](#)
2. Consideration for Approval – Finn Outdoor Extra Work [**EXHIBIT 1B**](#)
3. Discussion of Seal Coating Clubhouse Parking Lot & Pot Hole Repair Proposal *(to be distributed)* [**EXHIBIT 2**](#)
4. Discussion & Consideration of Tree Replacement Project Proposal *(proposals to be distributed)* [**EXHIBIT 3**](#)

B. Solitude Lake Management

1. Waterway Inspection Report *(to be distributed)* [**EXHIBIT 4**](#)

C. Red Tree Landscape Maintenance

1. Landscape Maintenance & Irrigation Report *(to be distributed)* [**EXHIBIT 5**](#)
2. Consideration of Payment of Proposal for Annuals - \$1,475 [**EXHIBIT 6**](#)
3. Status & Discussion of Irrigation Project *(to be distributed)* [**EXHIBIT 7**](#)

D. District Counsel – Kilinski Van Wyk

1. Discussion of Status: Changes to Rules & Procedure Update
2. Discussion on Mapping Project Invoice from Red Tree
3. Discussion of USA Fence Impact to Security System
4. Presentation of Project Manual for Landscape Services
5. Status on Demand Letter to Prior Manager for Sales Tax
6. Status of Letter to Red Tree Defining Scope Parameters

[EXHIBIT 8](#)

[EXHIBIT 9](#)

[EXHIBIT 10](#)

E. Amenity Center Report

[EXHIBIT 11](#)

1. Presentation for Discussion – Employee Handbook

[EXHIBIT 12](#)

F. District Manager

1. Status of Sales Tax Reimbursement from State
2. Consideration for Approval – EGIS Insurance Loss Affidavit
3. LED Streetlight Upgrade from Duke Energy – Should be completed within the year
4. A Better Court – No further communication – last email sent 10.10.2025

[EXHIBIT 13](#)

IV. Administrative Items

- A. Consideration for Acceptance of the September Unaudited Financial Report *(to be distributed)*
- B. Consideration for Approval – The Minutes of the Concord Station October 9, 2025 Regular Meeting of the Board of Supervisors
- C. Presentation: A Fiscal Year in Review *(to be distributed)*

[EXHIBIT 14](#)

[EXHIBIT 15](#)

[EXHIBIT 16](#)

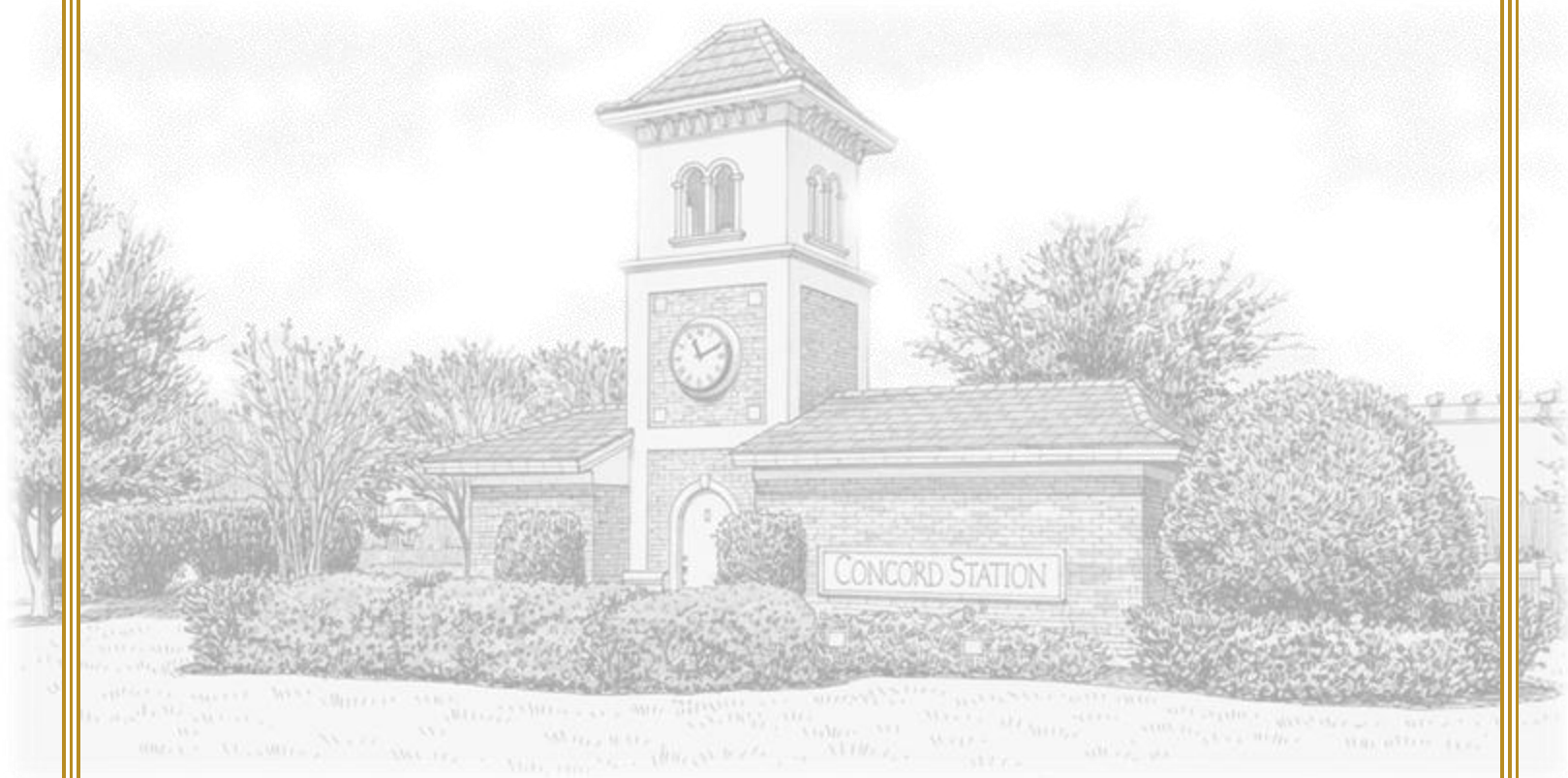
V. Audience Comments – New Business – *(limited to 3 minutes per individual)*

VI. Supervisor Requests

VII. Adjournment

EXHIBIT 1A

[RETURN TO AGENDA](#)



FIELD OBSERVATION REPORT



Date: March 11, 2025 Field Observation Report Number: 2025-3
Project Name: Concord Station O and M review
Project Number: 238202030
Stantec Representative (s): Braydon Woodcock, Greg Woodcock

County / Consultant / Developer Representatives on Site:

Weather Conditions: ☐ Clear ☒ Partly Cloudy ☐ Heavy Clouds ☐ Fog
Rain: ☐ None ☐ Light ☐ Heavy ☐ Showers
Soil Conditions: ☐ Dry ☐ Wet ☐ Extremely Wet
Effects of Weather on Major Work Items ☒ None ☐ <50% affected ☐ >50% affected ☐ No Work

Description of Work Activity:

Location: (Street Names/MH#s, etc.) Concord Station Operation and Maintenance Review Ditch Paving Channel.

General: Stantec staff reviewed the designated SWFWMD permit 23781.007 for property operation and maintenance due for recertification. This report outlines our review of the ditch paving channel located on the north side of Mentmore Blvd. across the street from the clubhouse. Below is a location map showing the specific location and associated photos by location indicating the condition while on site and recommended repair.

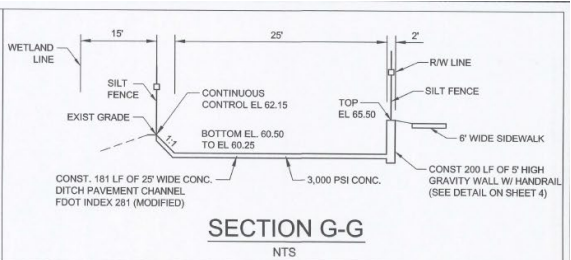
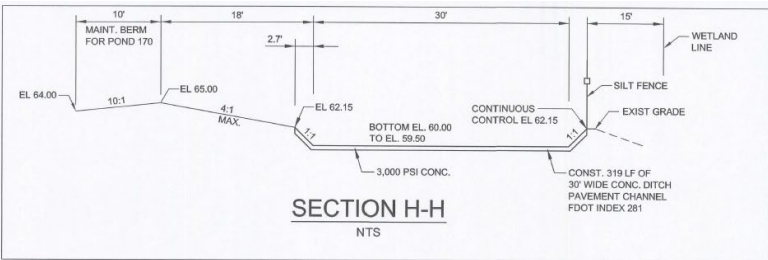
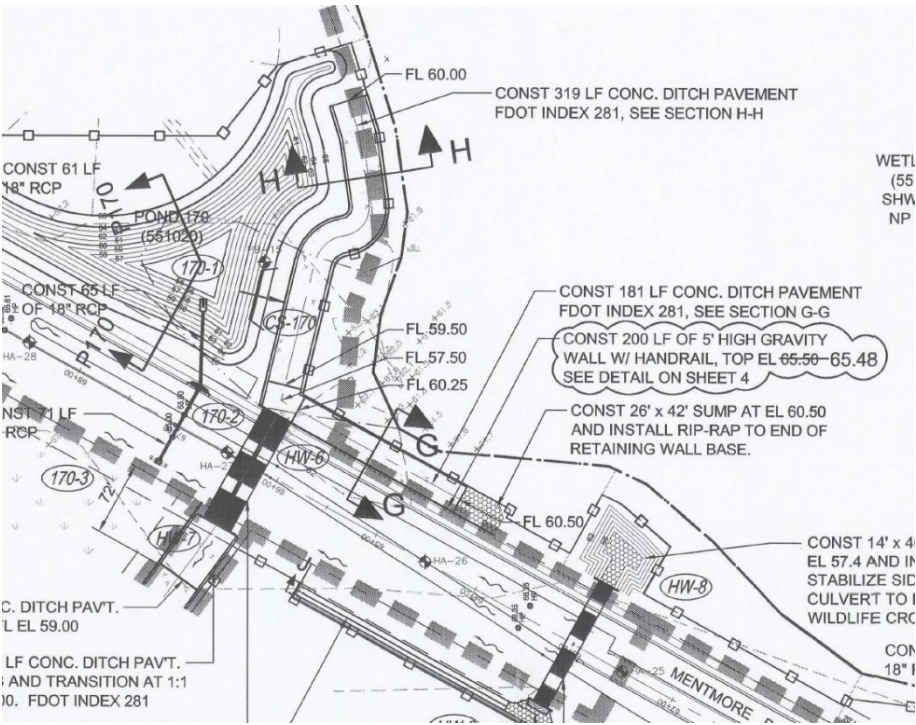
Report By: BTW

Location map:



FIELD OBSERVATION REPORT

Ditch Paving Channel Construction Plans



FIELD OBSERVATION REPORT

Photos showing general condition of ditch pavement channel



FIELD OBSERVATION REPORT



FIELD OBSERVATION REPORT



FIELD OBSERVATION REPORT



FIELD OBSERVATION REPORT



FIELD OBSERVATION REPORT



EXHIBIT 1B

[RETURN TO AGENDA](#)



ESTIMATE

Finn Outdoor LLC
730 20th Ave N
Saint Petersburg, FL 33704

robb@finnoutdoor.com
+1 (813) 957-6075



Bill to
Concord Station CDD

Estimate details
Estimate no.: 2406
Estimate date: 10/14/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Erosion Restoration	Paved Ditch North of Clubhouse -- Additional 50 linear feet of rip rap repair. 230 linear feet were previously approved, 280 are needed to be completed. Additional 50 linear feet priced at 33% discount.	50	\$107.00	\$5,350.00

Total \$5,350.00

Note to customer

All invoices are due and payable within 30 days of submittal unless otherwise agreed to in writing. Late fees of up to 3% of invoice amount may be added if payment not received within 30 days.

Accepted date Accepted by

**Concord Station – Clubhouse Area
Concrete Pond on North Side of Mentmore**



Project 1 -- Cut and remove/mulch overgrown vegetation within 5 feet of top of wall, leaving beneficial trees, focusing on limbs and understory. Provide visual inspection of area, especially the vertical concrete walls.



Project 2 -- Scrape / move all sediment from pond bottom, exposing concrete bottom. All sediment to be staged as shown, to be reused in this project as needed and/or left staged there for future community projects. Additional charge to remove from site if preferred is included herein.



Project 3 -- Remove up to 150 linear feet of vertical concrete wall (where broken or falling), regrade bank to similar grade (approximately 2:1). Break up all removed concrete for rip rap and supplement with additional 6-12" limestone rip rap. Install geotextile fabric and rip rap throughout the bank anywhere that the wall was removed.

Per linear-foot pricing also included herein for any areas in excess of 150 linear feet which may also need to be done upon inspection after removing the vegetation to the north.

Pricing:

Project 1-3 as shown: \$47,500

Option 1, remove additional sediment from site: \$7500

Option 2, Per linear foot for additional wall replacement: \$160

Proposal included project 1-3
\$47,500, Option 1 (\$7,000) and
additional 80 LF at \$160
(\$12,800) for a total of \$67,300

EXHIBIT 2

[RETURN TO AGENDA](#)



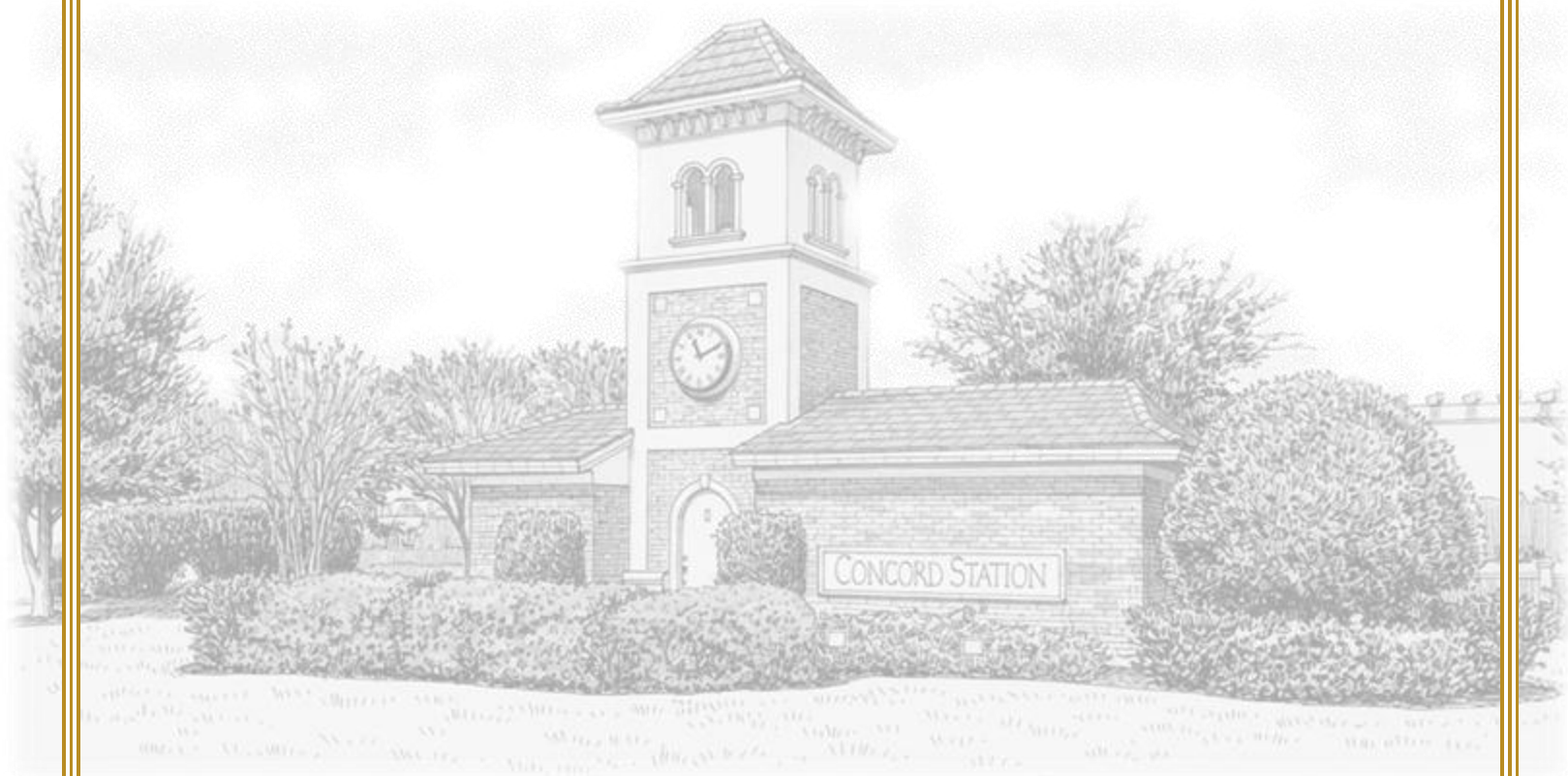


EXHIBIT 3

[RETURN TO AGENDA](#)



Tree Removal and Replacement

Location Map

Legend

 Wellingborough Ct

Project
Location

Wellingborough Ct

Umbertland Pl

Umbertland Pl

Sunlake Blvd

Sunlake Blvd

Sunlake Blvd

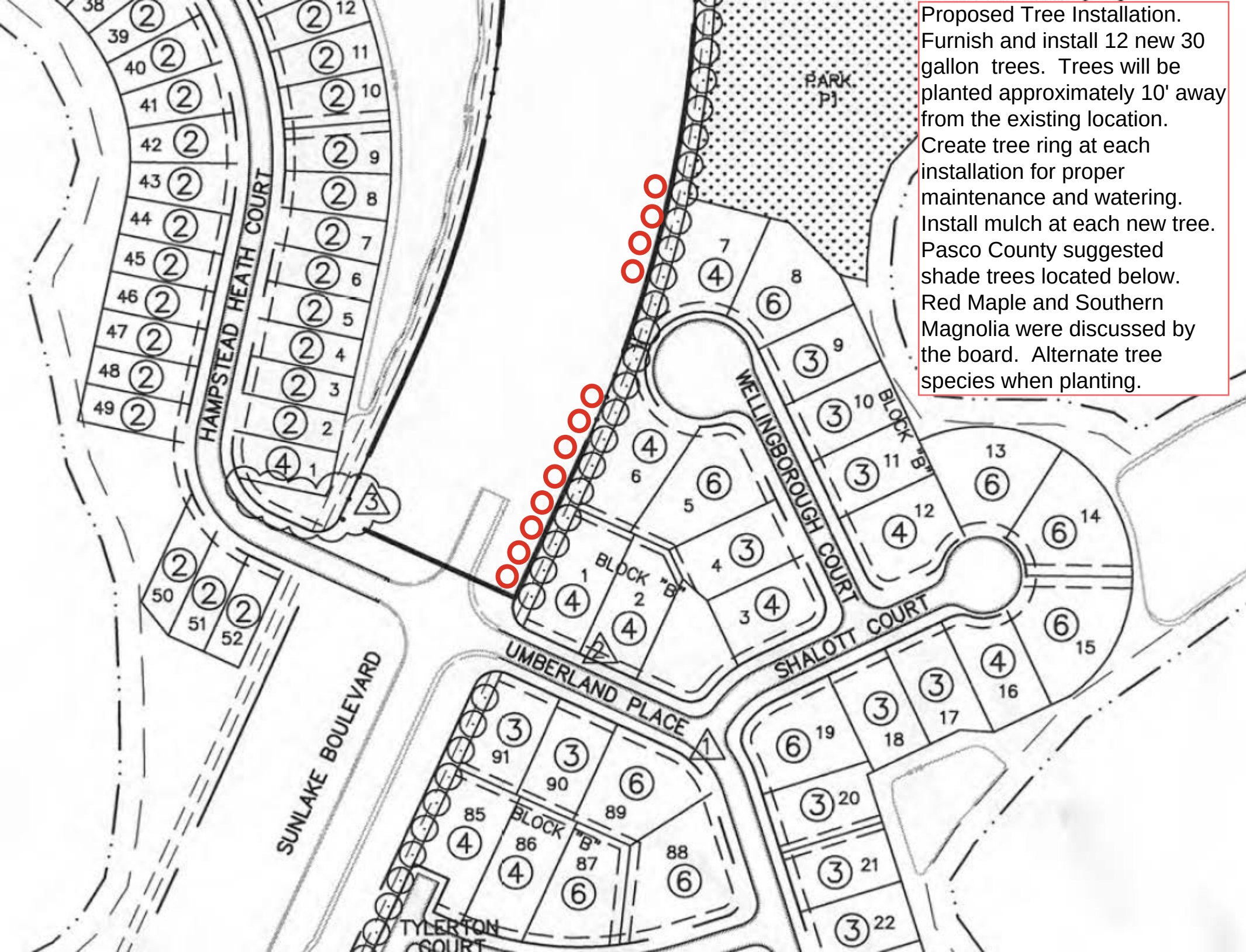
Sunlak

Google Earth

Image © 2025 Airbus

1000 ft





Proposed Tree Installation. Furnish and install 12 new 30 gallon trees. Trees will be planted approximately 10' away from the existing location. Create tree ring at each installation for proper maintenance and watering. Install mulch at each new tree. Pasco County suggested shade trees located below. Red Maple and Southern Magnolia were discussed by the board. Alternate tree species when planting.

Suggested Shade Trees Per Pasco County:



Red Maple



Southern Magnolia



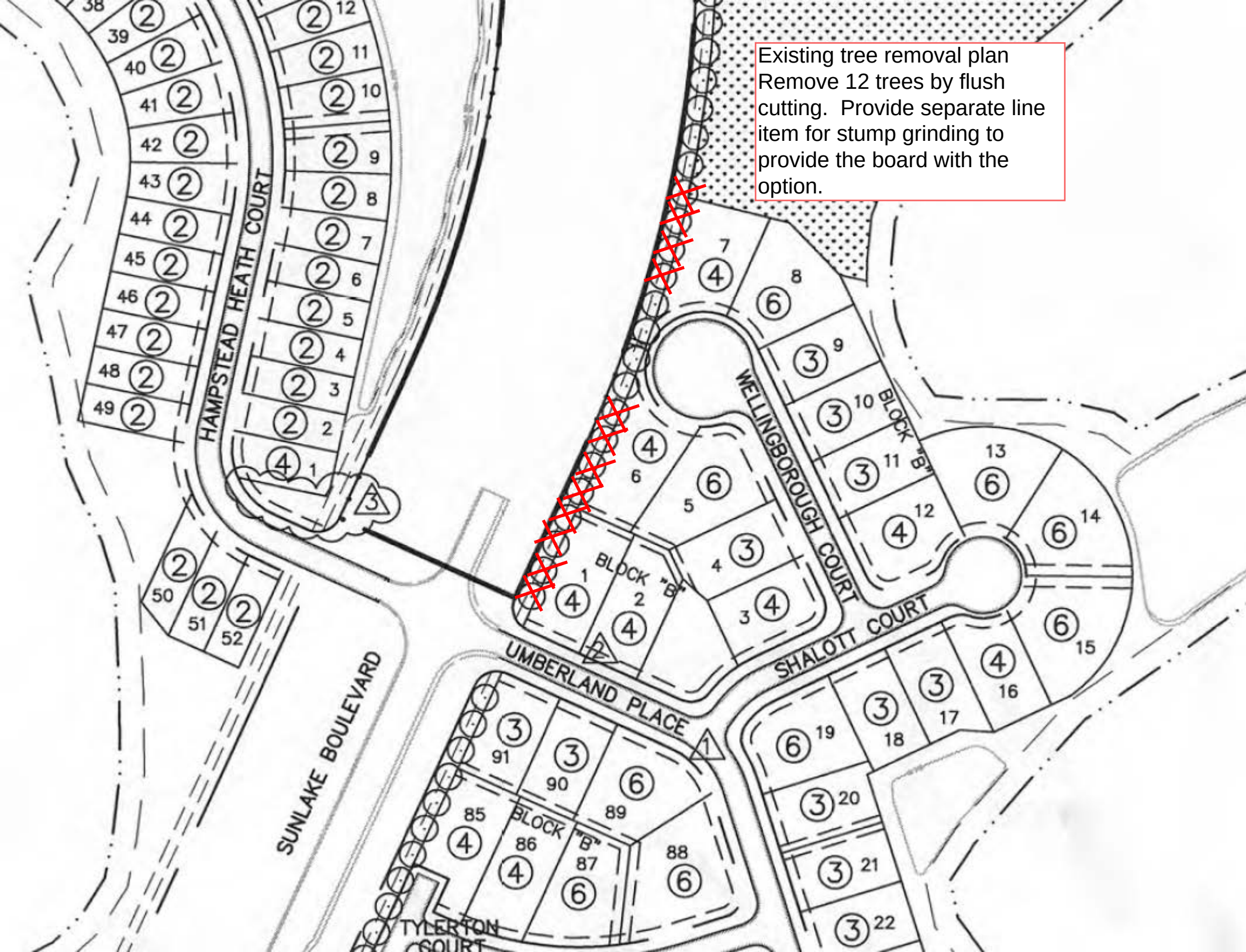
Sycamore



Winged Elm



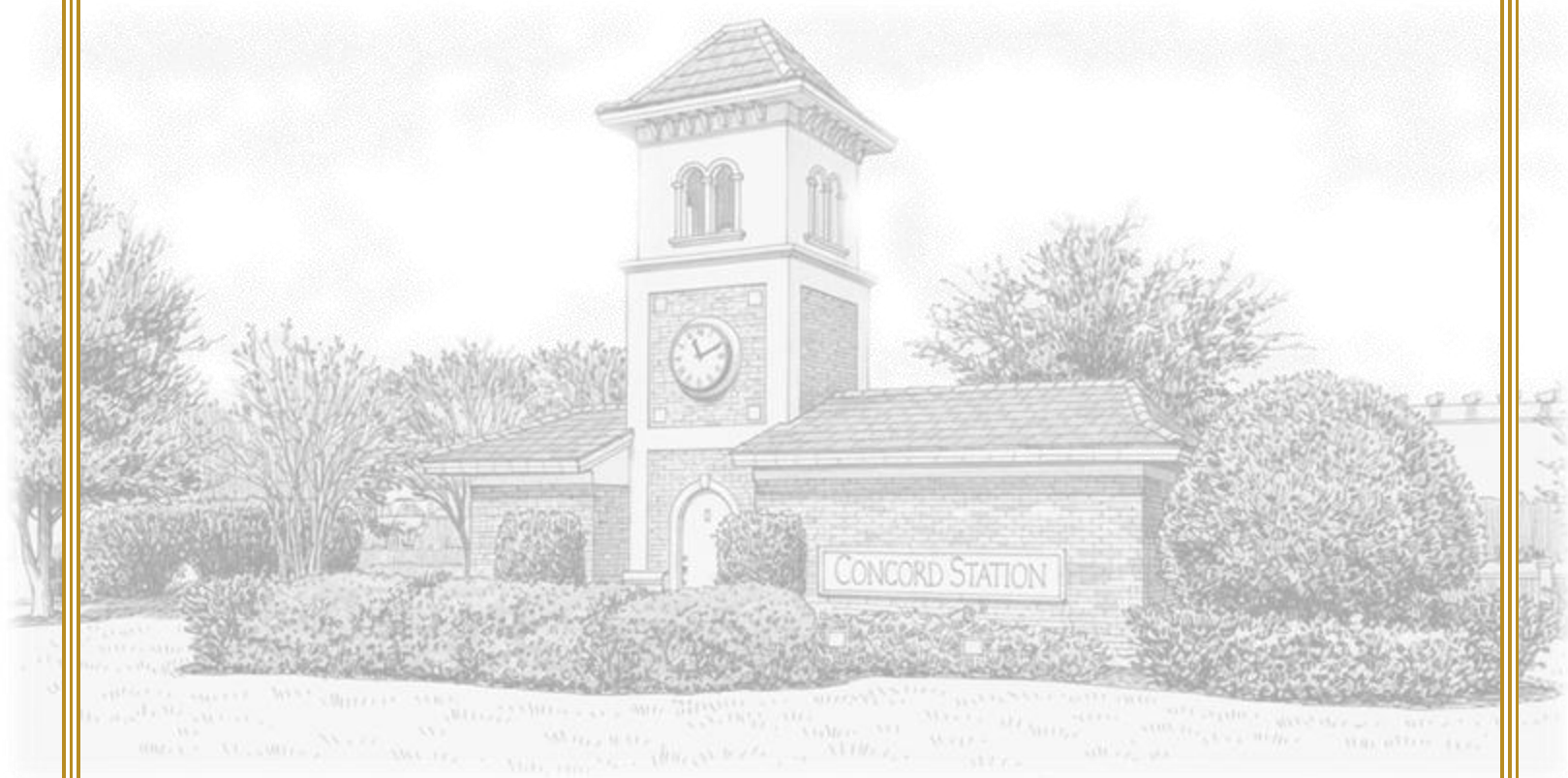
D.D Blanchard
Magnolia



Existing tree removal plan
Remove 12 trees by flush
cutting. Provide separate line
item for stump grinding to
provide the board with the
option.

EXHIBIT 4

[RETURN TO AGENDA](#)



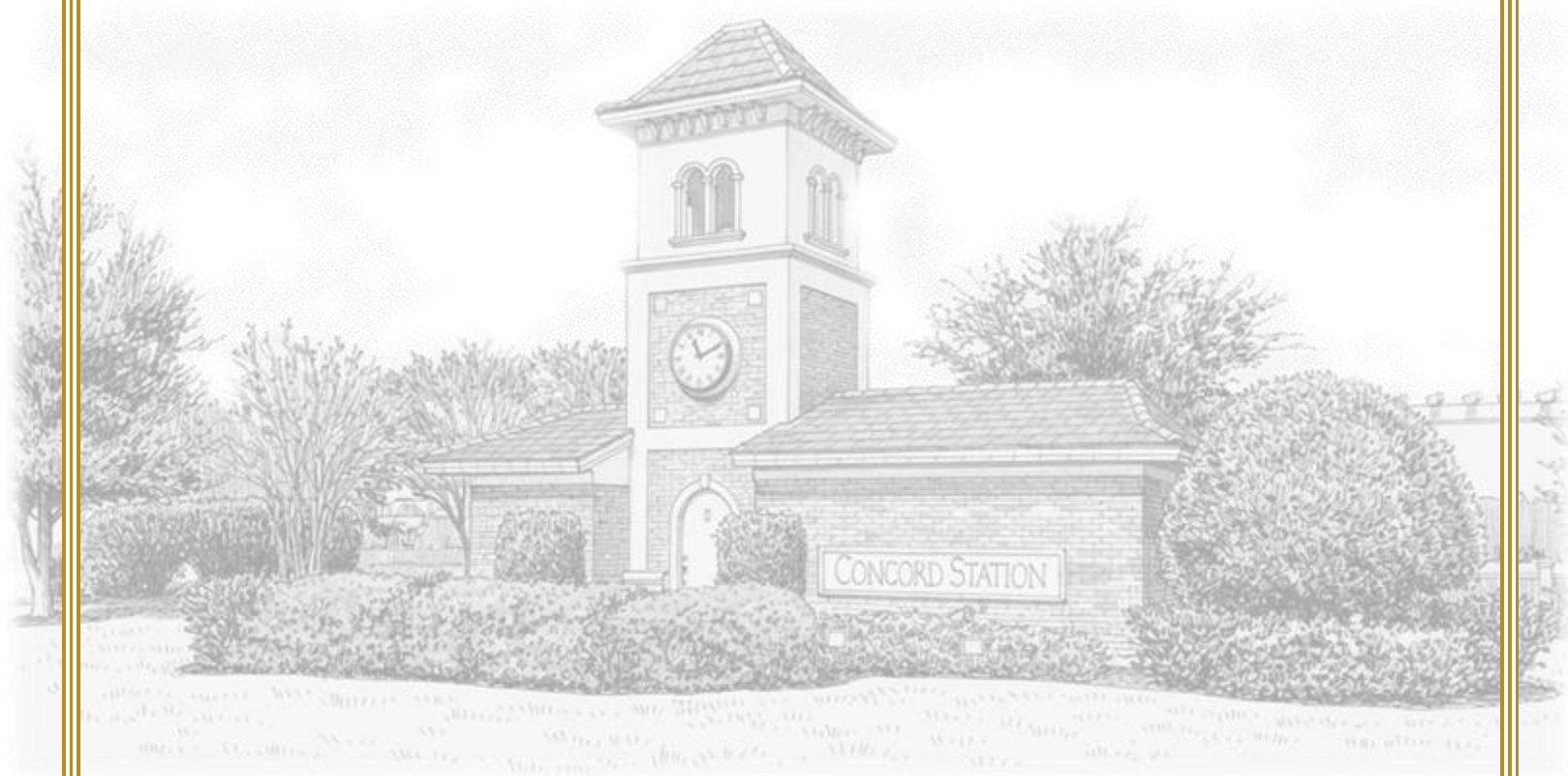
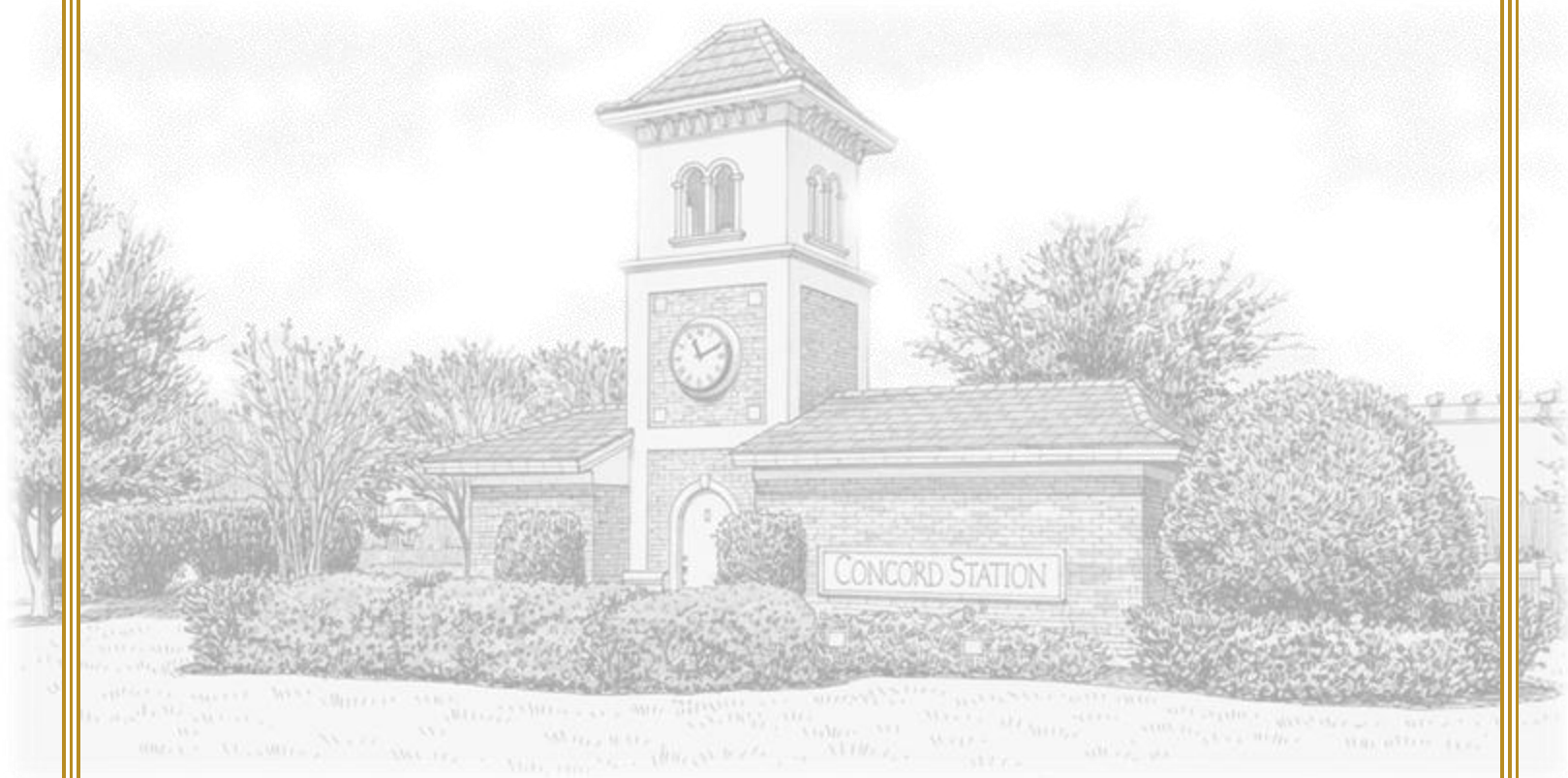


EXHIBIT 5

[RETURN TO AGENDA](#)



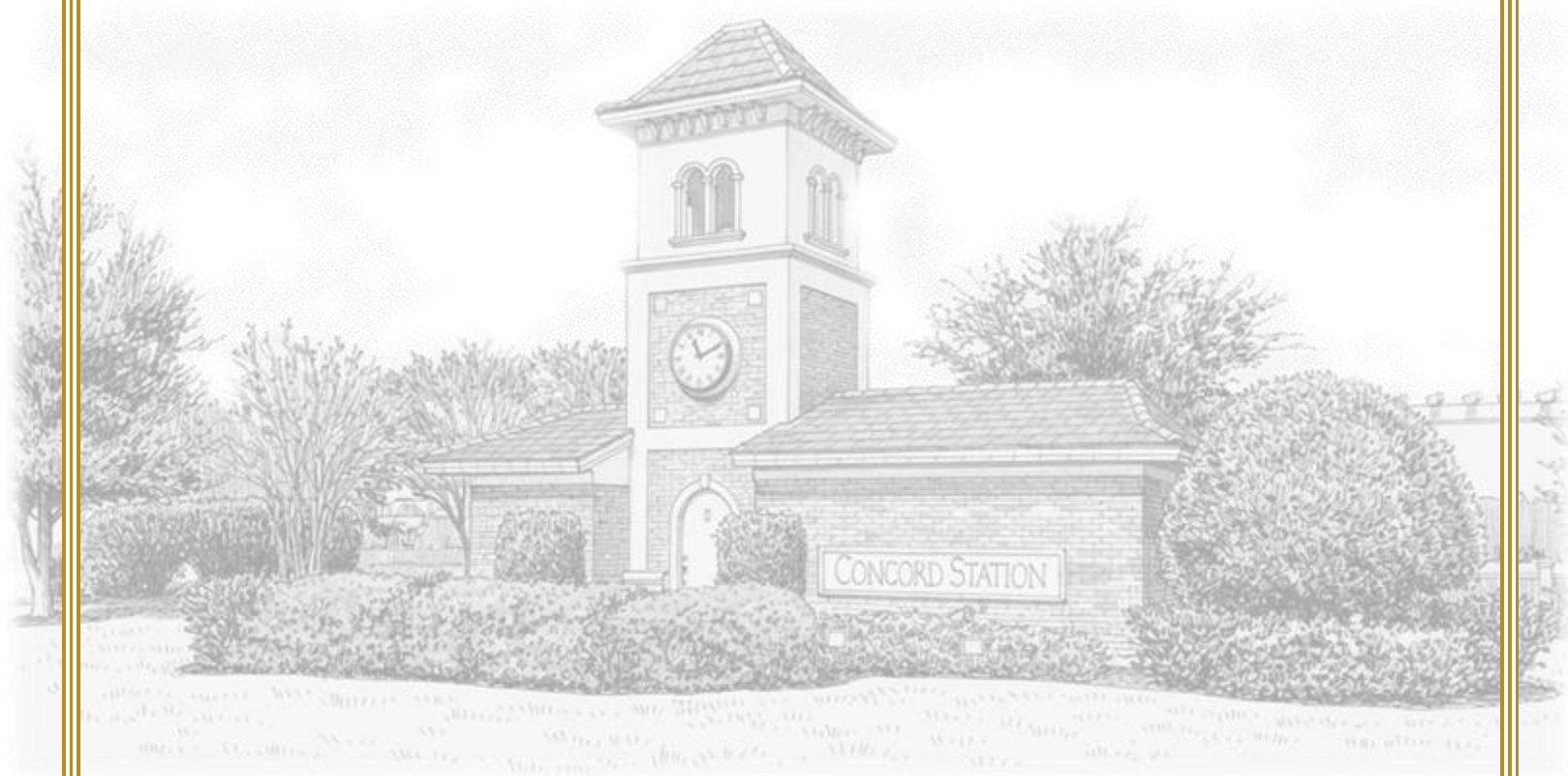
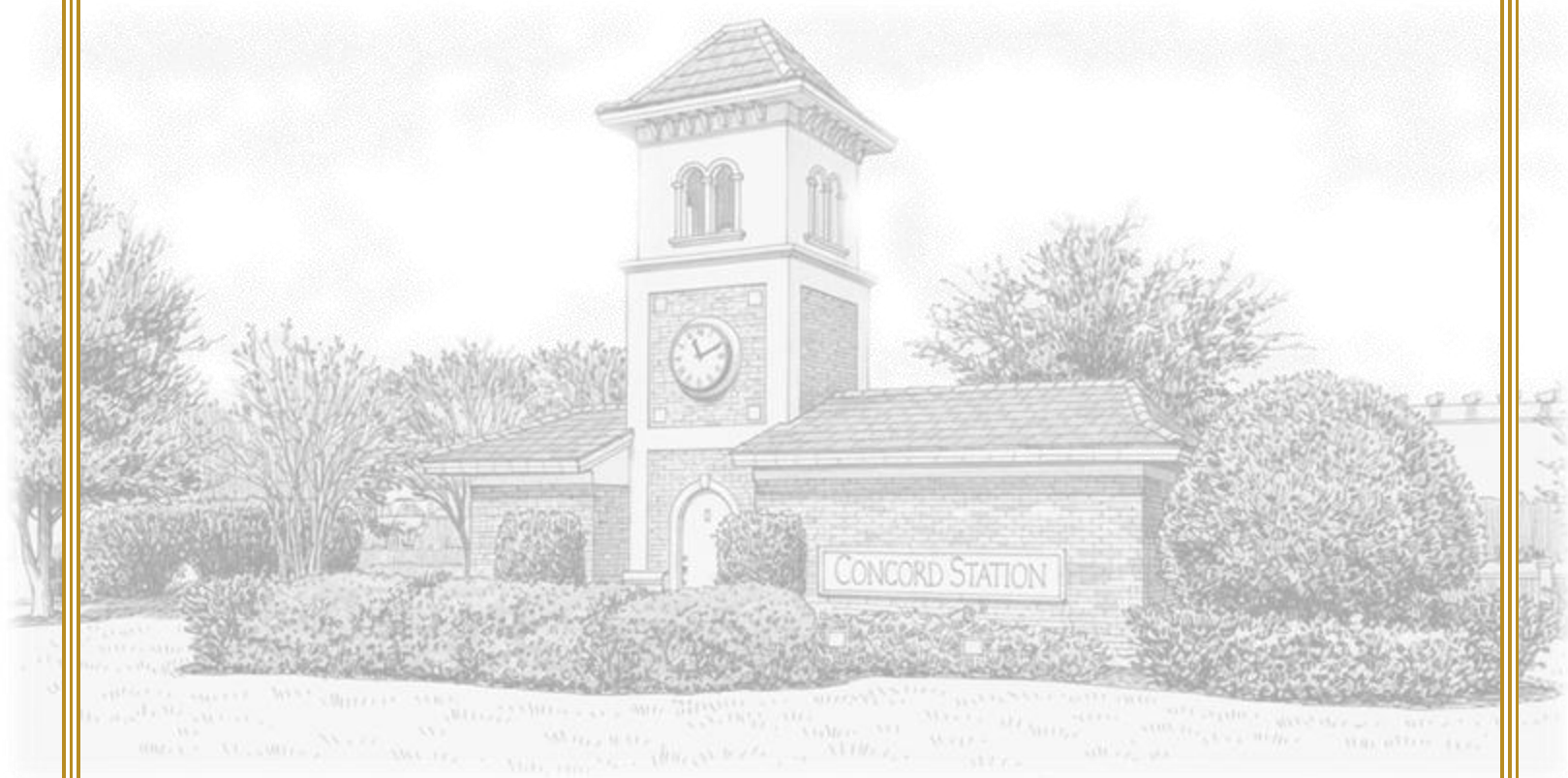


EXHIBIT 6

[RETURN TO AGENDA](#)



INVOICE

RedTree Landscape Systems
5532 Auld Lane
Holiday, FL 34690

service@redtreelandscape.systems
+1 (727) 810-4464
redtreelandscapesystems.com



Bill to
Concord Station CDD
C/o Anchor Stone Management, LLC
255 Primera Boulevard, Ste 160
Lake Mary, FL 32746

Ship to
Concord Station CDD
C/o Anchor Stone Management, LLC
255 Primera Boulevard, Ste 160
Lake Mary, FL 32746

Invoice details
Invoice no.: 31890
Terms: Net 45
Invoice date: 10/13/2025
Due date: 11/27/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Landscape Enhancement:			
2.		Seasonal Color	Seasonal Color Installation	590	\$2.50	\$1,475.00
Total						\$1,475.00

EXHIBIT 7

[RETURN TO AGENDA](#)



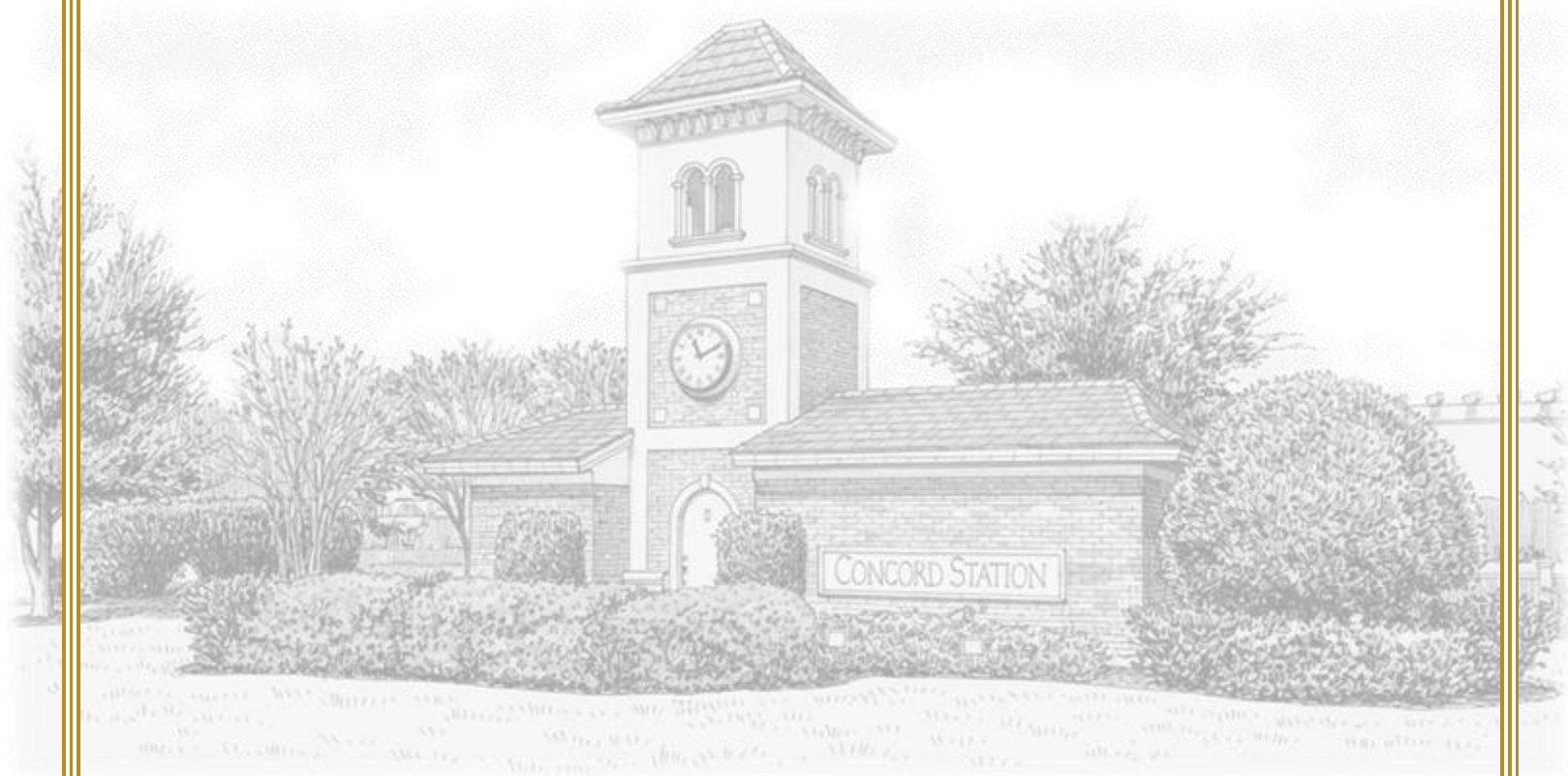


EXHIBIT 8

[RETURN TO AGENDA](#)



INVOICE

RedTree Landscape Systems
5532 Auld Lane
Holiday, FL 34690

service@redtreelandscape.systems
+1 (727) 810-4464
redtreelandscapesystems.com



Bill to
Concord Station CDD
C/o Anchor Stone Management, LLC
255 Primera Boulevard, Ste 160
Lake Mary, FL 32746

Ship to
Concord Station CDD
C/o Anchor Stone Management, LLC
255 Primera Boulevard, Ste 160
Lake Mary, FL 32746

Invoice details
Invoice no.: 30746
Terms: Net 45
Invoice date: 07/17/2025
Due date: 08/31/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.			The mapping project began after the May 28 meeting: *Valve locating. *Pictures taken for mapping. *Pictures taken for documentation of pre-existing *conditions. Started tracking on June 2- June 5. On June 12, we tracked 124 valves.			
2.		Sales	Labor-Technician-Tracking	66	\$65.00	\$4,290.00

Total \$4,290.00

Overdue 08/31/2025

EXHIBIT 9

[RETURN TO AGENDA](#)













EXHIBIT 10

[RETURN TO AGENDA](#)



**PROJECT MANUAL
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
CONCORD STATION
COMMUNITY DEVELOPMENT DISTRICT**

ANCHOR STONE MANAGEMENT

NOVEMBER 2025

**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

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

Notice is hereby given that the Concord Station Community Development District ("District") hereby requests proposals to provide services relating to the exterior landscaping & irrigation maintenance for the District, all as more specifically set forth in the Project Manual. The Project Manual will be available for public inspection and may be obtained beginning , , 2025, at 12:00 p.m. (EDT) by sending an email to District Manager, Patricia Thibault, Anchor Stone Management, LLC, at Patricia@anchorstonemgt.com with copy to Amenity Manager, Mark Looknahan, Jr., at concordstationmgr@gmail.com. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications, and site plan. The District has the right to reject any, and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so, and 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.

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The District is a special-purpose unit of local government created by Chapter 190, Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) be authorized to do business in Florida and hold all required state and federal licenses in good standing, (ii) have at least five (5) years of experience with landscape maintenance projects of similar nature and size, with verifiable references on those projects, (iii) must submit total price along with an option for four (4) one (1) year renewals with price, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, and (v) be fully licensed and insured. Each Proposer should also attend the pre-proposal meeting and failure to do so may result in rejection of the proposal or a reduction in points.

Firms desiring to provide services for this project must submit one (1) hard copy original, (1) additional hard copy and one (1) digital copy, in the form of a flash drive, of the required proposal no later than a.m./p.m. (EST) on , 2025, at the office of Anchor Stone Management, LLC, 255 Primera Avenue, Suite 160, Lake Mary, FL 32746, Attention: Patricia Thibault. 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 (Concord Station 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.

Commented [MH1]: Or

"Concord Station Clubhouse, 18636 Mentmore Boulevard, Land O'Lakes, Florida 34638, Attention: Mark Looknahan, Amenity Manager"

Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. No official action of the District's Board will be taken at this meeting. It is held for the limited purpose of opening the proposals. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at ~~(407) 698-5350 (813) 933-5571~~ at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8770, for aid in contacting the District Office. A copy of the agenda for these meetings may be obtained from the District Manager, Anchor Stone Management, LLC, via email at patricia@anchorstonemgt.com or by calling (407)

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698-5350(813)-933-5571. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

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, and are available from the District Manager, Anchor Stone Management, LLC, 255 Primera Avenue, Suite 160, Lake Mary, FL 32746, Patricia@anchorstonemgt.com, m (407) 698-5350 phone number.

Ranking of proposals will be made by the Board of Supervisors on the basis of qualifications according to 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 Patricia Thibault, at Patricia@anchorstonemgt.com, and Lindsay Moczynski at Lindsay@cddlawyers.com.

Concord Station Community Development District
Patricia Thibault, District Manager
(patricia@anchorstonemgt.com)

Publication Date: _____, 2025

**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS TO PROPOSERS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

1. DUE DATE. Sealed proposals (“**Proposals**”) must be received by interested parties (“**Proposer**”) no later than a.m./p.m. (EST) on , , 2025, at Anchor Stone Management, LLC, 255 Primera Avenue, Suite 160, Lake Mary, FL 32746, Attention: Patricia Thibault. Proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

Commented [MH2]: OR

“Concord Station Clubhouse, 18636 Mentmore Boulevard, Land O’Lakes, Florida 34638, Attention: Mark Looknanan, Amenity Manager”

2. SUMMARY OF SCHEDULE. The Concord Station Community Development District (“**District**”) anticipates the following Request for Proposals (“**RFP**”) schedule, though certain dates may be subject to change:

DATE	EVENT
TBD	Notice of RFP Published & Posted
TBD	RFP Available for Purchase at Anchor Stone Management, LLC <u>(AP)</u>
TBD	Pre-Proposal Meeting, Connerton West Club
TBD	Deadline for Questions
TBD	Proposals Due/Public Opening, Anchor Stone Management, LLC <u>(AP)</u>
TBD	Board Meeting to Evaluate Proposals & Award Contract, Concord Station Clubhouse
TBD	Contract Start Date

3. MANDATORY PRE-PROPOSAL MEETING. There will be a mandatory pre-proposal meeting on a.m./p.m. (EST) on , , 2025 at the Concord Station Clubhouse, 18636 Mentmore Blvd., Land O’Lakes, Florida 34638. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal. Additional information regarding this meeting may be obtained by contacting the District Manager, Patricia Thibault, at patricia@anchorstonemgt.com or calling (407) 698-5350(813) 933-5571.

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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 their authority to do so.

5. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that it shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from its 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 and irrigation 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.**

6. 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.

7. PROJECT MANUAL. The Project Manual will be available beginning [REDACTED] a.m./p.m. (EST) on [REDACTED], 2025 from the District Manager’s office by sending an email to Patricia Thibault, at patricia@anchorstonemgt.com, with copy to Amenity Manager, Mark Looknanan, Jr., at concordstationmgr@gmail.com.

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8. 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.

9. 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.

10. 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 Patricia Thibault, at patricia@anchorstonemgt.com with an e-mail copy to Lindsay Moczynski, District Counsel, at Lindsay@cddlawyers.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 [REDACTED] a.m./p.m. (EST) on [REDACTED], 2025 will not be answered. 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.

12.11. SUBMISSION OF PROPOSAL. Submit one (1) hard copy original, (1) additional hard copy and one (1) digital copy, in the form of a flash drive, along with other requested attachments, at the time and place indicated herein, 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 (Concord Station Community Development District – Landscape and Irrigation Maintenance RFP) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13.12. 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.

14.13. 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 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.

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

- A. A completed and executed Proposal Form, with all its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, and Anti-Trafficking Affidavit.
- 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 and any certifications, (i.e., Certified Arborist, Certified Irrigation Technician, CPO, etc.) Proposer must guarantee that should certified professionals leave the company, another certified professional of the same discipline shall replace them within a reasonable amount of time, but no more than thirty (30) days.
- 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 (3) 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 in their narrative, 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 annual flowers, including installation, should be provided but not included in the contract amount as this service shall be rendered at the discretion of the District's Board of Supervisors ("**Board**").

16.15. 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.

17.16. 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.

18.17. 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.

19.18. 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. 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.

20-19. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must **(4i)** be authorized to do business in Florida; **(2ii)** hold all required state and federal licenses in good standing; **(3iii)** have at least five (5) years of experience as a landscape and irrigation maintenance contractor; **(4iv)** attend the mandatory pre-proposal meeting; **(5v)** must be in good financial standing with no history of bankruptcy or financial reorganization; and **(6vi)** be fully licensed and insured. 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.

21-20. 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.

22-21. 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.

23-22. EVALUATION OF PROPOSALS. The Proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the *Florida Statutes* will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed 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.

24-23. 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.

26-24. BLACK OUT PERIOD/CONE OF SILENCE. The blackout 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.

27-25. 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.

28-26. 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.

29-27. 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.

30-28. NO CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS. The District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The District may not give preference to a vendor based on the vendor's social, political, or ideological interests. Each solicitation for procurement of commodities or contractual services by the District will include a provision notifying vendors of these provisions.

31-29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation Criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the issuance of the Project Manual (**i.e., by no later than [BID PROTEST DEADLINE] 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: **Anchor Stone Management, LLC, 255 Primera Avenue, Suite 160, Lake Mary, FL 32746, ATTN: Patricia Thibault, District Manager.** 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.

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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 ~~one-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 ~~Ten-Twenty~~ Thousand Dollars (~~\$1020,000.00~~). 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 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.

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, Anchor Stone Management, LLC, 255 Primera Avenue, Suite 160, Lake Mary, FL 32746.

**CONCORD STATION
COMMUNITY DEVELOPMENT DISTRICT**

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

EVALUATION CRITERIA

1. Personnel (20 Points Possible) (____ Points Awarded)

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

2. Experience (25 Points Possible) (____ Points Awarded)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

3. Understanding Scope of RFP (10 Points Possible) (____ Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. Price (20 Points Possible) (____ Points Awarded)

A full twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD & FOURTH 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 (20) in this part of the evaluation criteria. *

* 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). $(210,000/265,000) \times 20 = 15.80$. Therefore, Contractor "B" will receive 15.80 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 (25 Points Possible) (____ Points Awarded)

Up to twenty-five (25) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to, fertilizer quantities, mulch quantities, etc. based on Contractor’s field measurements) provided in Parts 1, 2, 3, 4 & 5.

Proposer’s Total Score (100 Points Possible) (____ Points Awarded)

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 Concord Station Community Development District's ("District") request for proposals for landscape 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 _____ [BID PROTEST DEADLINE] 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 _____, 2025202.

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 _____, 2025202, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

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NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

Proposer: _____ // A Partnership
 [Company Name] // A Corporation
 // A Subsidiary Corporation

Parent Company Name: _____
 Parent Company Address: _____
 Street Address _____
 P.O. Box (if any) _____
 City _____ State _____ Zip Code _____
 Telephone _____ Fax no. _____
 Contact Name _____ Title _____
 Second Contact Name _____ Title _____
 Proposer Company Address (if different): _____
 Street Address _____
 P.O. Box (if any) _____
 City _____ State _____ Zip Code _____
 Telephone _____ Fax no. _____
 Contact Name _____ Title _____
 Second Contact Name _____ Title _____
 State the location of the office from which the proposer would provide services to Concord
 CDD.
 Street Address _____
 City _____ State _____ Zip Code _____
 Telephone _____ Fax No. _____
 Contact Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? Yes () No ()

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____

- Is the company in good standing with the State? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

- Is the Proposer's company authorized to do business in the State of Florida?

Yes () No ()

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community 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: _____

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year:

(23) _____, (24) _____, (25) _____.

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

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: _____

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: _____

10. What are the Proposer's current insurance limits?

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

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

12. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No () If so, state the name(s) of the company (ies):

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

13. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?
Yes () No () If so, where and why?

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?
Yes () No () If so, state name of individual, other organization and reason therefore.

15. List any and all litigation to which the Proposer, any personnel to work at Concord Station, any officer and/or employee of the Proposer has been a party in the last five (5) years.

16. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No () If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

17. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

18. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

19. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Concord Station CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Concord Station CDD should consider the Proposer for proposing on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Name of Proposer

By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 20__.

(Corporate Seal)

Sworn to before me this _____ day of _____, 20__.

(Seal)

Notary Public/Expiration Date

PROPOSER PERSONNEL AND EQUIPMENT

1. List the location of the proper'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 _____

2. 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.

3. 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.

4. 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: _____

5. 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: _____

6. 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:

7. 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.
8. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

DRAFT

OFFICERS

PROPOSER: _____

DATE: _____

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

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

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

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON- SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

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

PROPOSER: _____

DATE: _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

EXHIBIT "C" - BID FORM

**CONCORD STATION
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE
REQUEST FOR PROPOSALS**

Commented [LM3]: I typically wait until I get the scope from the DM to see if this needs to change at all. Also, do you see a need to include for each renewal year or is the summary at the end for the following years sufficient?

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 four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

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

PART 1

General Landscape Maintenance

\$ _____ yr.

- Storm Cleanup \$_____/hr. (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) _____

\$_____/application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)

\$_____/hr. for employee with hand-held hose

\$_____/hr. for water truck/tanker

Contractor is asked to provide a price per acre for:

Verticutting _____ / acre

Core Aeration _____ / acre

PART 2

Commented [LM4]: Patricia, please confirm this covers what the District needs and the fertilization types needed.

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

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

ST. AUGUSTINE (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	COST PER APPLICATION

			PRODUCT TO BE APPLIED	

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	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., Crape, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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

PART 3

Pest Control (All labor and materials) \$ _____ yr.

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed 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	Total Cost per Year (4x per year)

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

Application of Top Choice for annual treatment of Fire Ants

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

Irrigation (All labor and materials)

\$ _____/Yr

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 Medium Pine Bark Mulch per specs for the first top-dressing at \$ _____/CY
(app. October) \$ _____/installation

And

_____ CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ _____/CY
(app. April) \$ _____/installation

Installation of Pine Bark Mulch (medium) (All labor and materials) \$ _____/yr.
(if both topdressings are performed - do not include in Grand Total)

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

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

PART 6

Annual Installation (All labor and materials)

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

Contractor shall install 6,100 (4.5") annuals up to four (4) times per year per specs at the direction of the District at \$ _____/annual

\$ _____/rotation

\$ _____/yr. (if all rotations are performed - do not include in Grand Total)

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

\$ _____ / Initial Term

FIRST ANNUAL RENEWAL
SECOND ANNUAL RENEWAL
THIRD ANNUAL RENEWAL
FOURTH ANNUAL RENEWAL

\$ _____/yr.
\$ _____/yr.
\$ _____/yr.
\$ _____/yr.

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

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____
(Please Print)

Representative's Signature _____

Date _____

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 202__

COST BREAKOUT FOR GENERAL LANDSCAPE MAINTENANCE

General Landscape Maintenance

Mowing, hard edging, blowing off hard surfaces: \$ _____ / event

Pond bank mowing, including line-trimming to water's edge: \$ _____ / event

Bed detailing, including weeding, soft edging, shrub pruning, delineation and dead-wooding, dead-heading of annuals, trash and landscape litter removal: \$ _____ / event

Tree Lifting: \$ _____ / event

Palm Pruning, including seed pods, old flower stalks, and inflorescence, vines & volunteers: \$ _____ / event

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
_____ \$ _____ per Hour

B. Debris removal equipment unit costs:

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

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.

LEGAL AUTHORITY FOR SIGNATURE

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 V) on behalf of: _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through V) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 202__.

Proposer: _____
By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___online notarization, this ___ day of _____, 202__, by _____, as _____ of _____, on its behalf. He/She [___] is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

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

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

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

3. Proposer’s business address is _____

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

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

5. I understand that a “public entity crime” as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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6. I understand that “convicted” or “conviction” as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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7. I understand that an “affiliate” as defined in Section 287.133(1)(a), *Florida Statutes*, means:

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1. A predecessor or successor of a person convicted of a public entity crime; or,
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a “person” as defined in Section 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

(☐) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(☐) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

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

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

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

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

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Dated this _____ day of _____, 202__.

Proposer: _____

By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of__ physical presence or__online notarization, this ___ day of _____, 202__, by _____, as _____ of, _____ on its behalf. He/She [____] is personally known to me or [____] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

**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 Concord Station 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.

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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 _____, 202__.

Proposer: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of__ physical presence or__ online notarization, this ____ day of _____, 202__, by _____, as _____ of _____, on its behalf. He/She [__] is personally known to me or [__] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2025, by and between:

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government being situated in Pasco County, Florida, and whose mailing address is c/o Anchor Stone Management, LLC, 255 Primera Avenue, Suite 160, Lake Mary, Florida 32746 (“District”); and

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

RECITALS

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

WHEREAS, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; 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 the Contractor; and

WHEREAS, the Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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

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

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.**

- A. 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 shall provide no fewer than the number of landscape maintenance staff, including but not limited to laborers, supervisors, and technical personnel, as specified in **Exhibit A**.
- B. 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**.

- C. 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.
- D. The 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, the 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.
- E. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.**

- A. 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. Contractor acknowledges that it is responsible for continuously monitoring the health and appearance of the landscaping assets located within the Property, and for notifying the District if additional services are needed to maintain same.
- B. 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).
- C. The 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, structures or curbing, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of District and at Contractor's sole cost and expense.

- D. The Contractor shall maintain at all times strict discipline among its employees and shall not employ for performance of Work contemplated under this Agreement 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 solicitation of any kind is permitted on District property.

4. INSPECTIONS.

- A. 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 its **District Manager and Amenity Manager**, or their designees, 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.). In the event the District Manager and Amenity Manager provide differing direction, the Contractor shall not take direction from either District Representative and immediately contact the Chairperson of the Board of Supervisors and District Counsel to resolve the conflict. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

- B. 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, Contractor agrees to meet District Representatives no less than one (1) time per month to inspect the entirety of the property and discuss conditions, schedules, and items of concern regarding this Agreement and shall include a landscape report monthly for Board of Supervisors review, which shall be presented at least eight (8) days before the monthly Board meeting.

B.

D. The Contractor agrees to meet with a District Representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items ("**Field Inspection Report**") that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Field Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense shall constitute cause for termination of this Agreement at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Field Inspection Report, (but in no circumstance no longer than a one (1) month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's

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next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than five (5) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, the Contractor is responsible for a weekly inspection of the entire property subject to the Work.

OR

C. If the Landscape Representative identifies any deficient areas, the Landscape Representative shall notify Contractor whether through a written report or otherwise. Contractor shall then, within the time period specified by the Landscape Representative or if no time is specified then within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, 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, then within three (3) days and prior to submitting any invoices. 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 to: (i) fine Contractor One Hundred Dollars (\$100) per day through a reduction in compensation; (ii) withhold some or all of Contractor's payments under this Agreement; and (iii) 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 Landscape Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services are properly performed by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

i. Notwithstanding the foregoing, the Landscape Representative shall monitor and rate the Contractor's performance in accordance with the requirements set out herein and in the Scope of Services, and shall report the results of such monitoring to the Contractor and the District's Board of Supervisors. In monitoring the Contractor's performance, the Landscape Representative is anticipated to record Contractor's performance on a form substantially similar to the Landscape Evaluation Scorecard attached hereto as part of Exhibit C. If at any time the Contractor's performance rating drops below 80%, and such deficiency persists for thirty (30) calendar days or longer, Contractor's compensation shall be automatically reduced by the difference between 80% and the Contractor's performance rating (i.e. if Contractor's performance rating is 70% and is not corrected to at least 80% within 30 calendar days, Contractor's compensation shall be reduced by 10% for the month at issue and until the target score of 80% is reached). This shall not be construed to limit the District's remedies hereunder or in law or equity for deficient service.

H.D. Any oversight by the District Representative of the Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts

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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 this 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. Term.** The initial term of this Agreement shall begin on _____, ~~2025~~202_, and continue through September 30, ~~2026-202~~__ (“**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) additional times on an annual basis each October 1, in the District’s sole discretion and at the amounts set forth in **Exhibit C**. Notwithstanding anything to the contrary herein, the District’s obligation to pay under this Agreement are contingent upon an annual appropriation by the District’s Board of Supervisors and the levy of a valid operations and maintenance special assessment. In the event that such annual appropriation is not made, this Agreement shall be terminated with no further obligations of the Contractor.
- B. Compensation.** Compensation for the Work shall be in the total amount of _____ (\$ _____) per year, in monthly installments of _____ (\$ _____) (“**Compensation**”), as more specifically described in **Exhibit C**. Such Compensation covers the items specified in each respective part of Contractor’s Bid Form attached hereto. 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**”), in substantially the form attached hereto as **Exhibit E**. 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 the 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 be for services actually rendered in the preceding month and shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, Section

218.70 et seq., Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

- E. Payments by the Contractor.** Subject to the terms herein, the 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, the Contractor will provide proof of such payment. The 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, the District may at any time make payments due to the Contractor directly or by joint check, to any person or entity for obligations incurred by the Contractor in connection with the performance of Work, unless the 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 the Contractor in the same manner as if such payment had been made directly to the Contractor. The provisions of this Section are intended solely for the benefit of the District and will not extend to the benefit of any third persons, or obligate the District or its sureties in any way to any third party. Subject to the terms of this Section, the 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 the 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. The 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 Agreement](#), 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 Agreement](#).
 - 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 Agreement](#).
 - iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence

covering all work performed under this [Contract Agreement](#).

- v. **CONTRACTORS POLLUTION LIABILITY.** With limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.

- B.** The District and its respective staff, supervisors, officers, agents, and consultants shall be named as additional insureds on all above listed policies except Workers' Compensation and Employer's Liability Coverage. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the additional insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- D.** 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.
- E.** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- F.** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- G.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If the Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due to the Contractor.

9. INDEMNIFICATION.

- A.** 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.

- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the Indemnitees, jointly or individually.
- C. 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.

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.

- A. 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. The Contractor further warrants to the District those warranties which the 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). The Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve the 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, the 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. The 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. The Contractor shall be responsible for maintaining and warranting all plant material maintained by the Contractor as of the first date of the Work.

- B.** The Contractor hereby covenants to the District that it shall perform the Work:
- 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.
- C.** The 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.

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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 the 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 the Contractor.
- B.** The 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. The 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, the Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. The 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; ASSIGNMENT. 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. Notwithstanding the foregoing, 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.

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 the 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. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

21. 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.

22. 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.

23. AGREEMENT; AMENDMENTS. 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 the Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency between this document and the exhibits attached hereto, this Agreement shall control. 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.

24. 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. 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.

25. 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.

26. 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: Concord Station Community Development District
c/o Anchor Stone Management, LLC
255 Primera Avenue, Suite 160
Lake Mary, Florida 32746
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel, Concord Station CDD

B. If to the 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.

27. 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.

28. 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, the 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*. The Contractor acknowledges that the designated public records custodian for the District is **Anchor Stone Management, 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 the 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT INFO@ANCHORSTONEMGT.COM, or (407) 698-5350, OR BY REGULAR MAIL AT 255 PRIMERA AVENUE, SUITE 160, LAKE MARY, FLORIDA 32746.

29. 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.

30. 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.

31. 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.

32. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if the Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

33. PUBLIC ENTITY CRIMES. The Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*,

within the last thirty-six (36) months and, if the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

34. FOREIGN INFLUENCE. The Contractor understands that under Section 286.101, *Florida Statutes*, that the Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

35. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, the Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, the Contractor shall immediately notify the District. If the Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

**CONCORD STATION COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

a _____

By: _____

Its: _____

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

EXHIBIT A
SCOPE OF SERVICES

[See following pages]

DRAFT

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three 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.

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 raked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of 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 curbline expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

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

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

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Pasco County specifically banning fertilizers during a specific season(s), will be followed and any applicable Pasco County ordinance shall control over the schedule provided below. 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. H ₂ O/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 & GROUND COVER 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. 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. __ zones, __ controllers, __ pump stations & __ well).

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 Bark Mulch 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 Pine Fines 1" thick. 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

DRAFT

EXHIBIT C
OTHER FORMS

[See following pages]

DRAFT

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT
DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

CONCORD STATION 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)

CONCORD STATION 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 MAP

[See following page]

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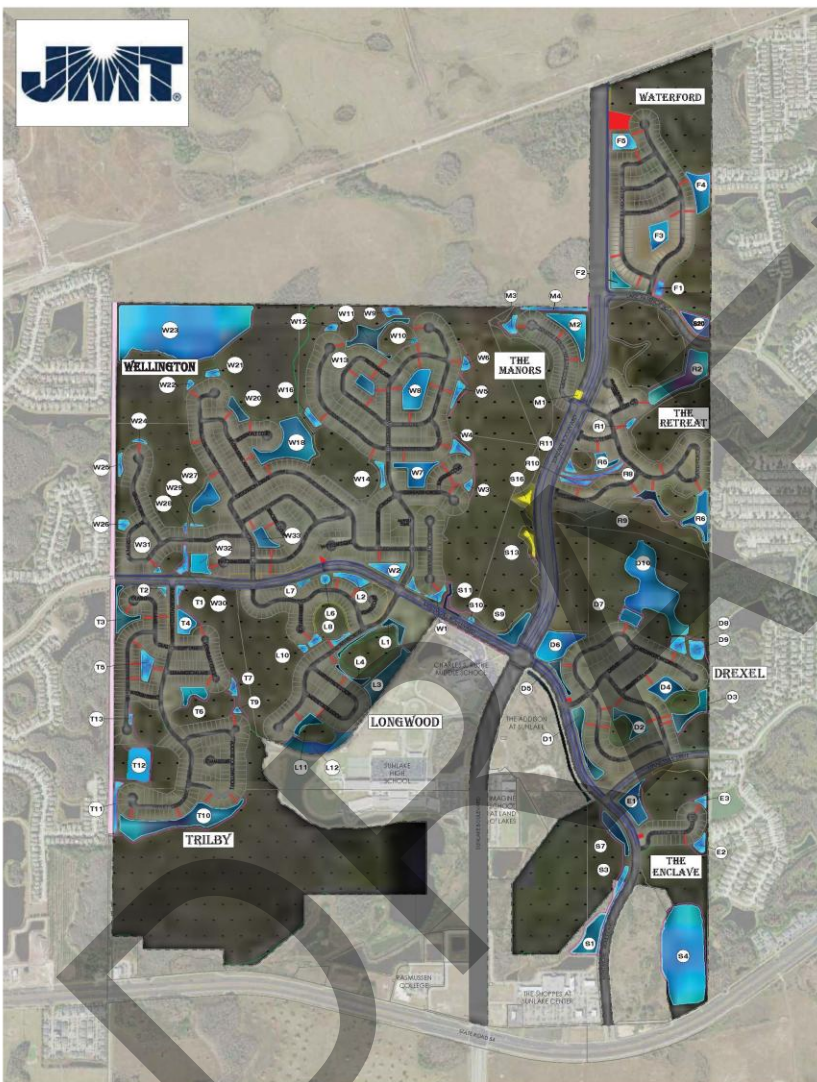


EXHIBIT E

Form of Additional Services Order

**ADDITIONAL SERVICES ORDER FOR ADDITIONAL LANDSCAPE
AND IRRIGATION MAINTENANCE SERVICES**

THIS ADDITIONAL SERVICES ORDER (the "ASO"), dated _____, 20__ authorizes certain work in accordance with that certain *Agreement for Landscape and Irrigation Maintenance Services* (the "Agreement"), dated _____, 20__, by and between:

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government being situated in Pasco County, Florida, and whose mailing address is c/o Anchor Stone Management, LLC, 255 Primera Avenue, Suite 160, Lake Mary, Florida 32746 ("**District**"); and

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

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide the additional landscape, irrigation and pond maintenance services and/or wetland monitoring and maintenance services, as set forth in the attached **Exhibit A** to this ASO, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Additional Services").

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this ASO shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement. [SPECIFY WHETHER ONE TIME CHARGE OR INCREASES COMPENSATION LINE ITEM IN ORIGINAL AGREEMENT AND, IF SO, REFLECT AMENDMENT TO THAT PROVISION]. The Contractor shall invoice the District for the Additional Work actually performed. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise to provide the District the maximum benefit of the Additional Work.

SECTION 3. ACCEPTANCE. Acceptance of this ASO will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this ASO, remain in full force and effect. To the extent that any other terms provided in **Exhibit A** conflict with the terms of the executed Agreement, the terms of the Agreement shall control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this ASO to be executed the day and year first above written.

**CONCOD STATION COMMUNITY
DEVELOPMENT DISTRICT**

Signature of Secretary

Signature of Chairperson, Board of Supervisors

Signature of Witness

By: _____

Its: _____

Exhibit A: Proposal/Scope of Additional Services

DRAFT

EXHIBIT 11

[RETURN TO AGENDA](#)



Clubhouse and Amenities Manager Report 11/13/2025

1. Staff updates/other items:

a. I am submitting a request for a \$1.00 per hour pay increase for our Clubhouse Concierge Supervisor, Mr. Hernandez. This adjustment will remain within the currently budgeted annual compensation for the position. Mr. Hernandez has been fully engaged in all aspects of Clubhouse operations, including supporting and delivering resident events and programming, assisting with ongoing amenity and operational updates, providing effective training and oversight of Concierge personnel, and ensuring consistent implementation of front desk procedures and systems essential to daily operations. This increase aligns with the 90-day performance pay adjustment referenced in the District's Employee Handbook and recognizes his strong performance, reliability, and leadership within the Clubhouse team.

b. In accordance with the Board of Supervisors' action taken during the July 29, 2025, Special Meeting, I respectfully request that the pay for our Maintenance Technician, Mr. Juan Macario Gonzales, be aligned with the salary range previously approved by the Board. The Board approved a salary range for the Maintenance Technician position, to be advertised at \$50,000 to \$66,000 depending on qualifications and experience, with additional consideration given to benefits and tax burden. Mr. Gonzales was hired at the mid-point of the approved pay scale to ensure he met the qualifications and experience required by the Board. He has consistently demonstrated that he exceeds those expectations through strong performance and reliability, proactive support of operational and maintenance needs, and continued fulfillment of District responsibilities. To ensure that his compensation remains current, equitable, and aligned with the Board-authorized pay structure, I respectfully request that his salary be updated to \$66,000.00 annually.

c. A waste basket was installed at the green space on Tuckerton Drive at the Wellington community.

d. One of the volleyball court net ropes had snapped at one end. Ends were mended together while a new rope is acquired.

e. The bench by the volleyball court is damaged. One of the seating surface pieces has deteriorated to the point that the holding screw no longer holds the piece down. Decision needs to be made if bench is repaired or replaced.

2. Concord Station CDD Employee Policy Manual/Handbook:

a. Handbook was distributed to the Supervisors and District Manager on October 24, 2025, for review and inputs. Awaiting on inputs.

3. Events:

a. The 'Trunk-or-Treat' event for Halloween occurred on Friday October 31 from 4pm to 8pm. The Clubhouse was decorated, and staff passed out candies. We had one resident that partook on the Trunk O Treat event.

We need a better updated way to announce our events.

b. December Holiday event is scheduled for Dec 20, from 1pm to 5pm. Madelyn (concierge staff member) and parents will be acting as Santa Claus/Mrs. Claus (Madelyn's parents) and the Grinch (Madelyn). We will also have Kiki the Elf, the train around our Clubhouse roundabout, funnel cake, face painting, and a balloon artist. Downpayment has been submitted for the event.

4. Resurfacing of tennis/basketball courts:

a. Payment for Tennis court portion was sent to vendor for the amount of \$11,850.00, with a hold of \$3000.00 for the Basketball court portion. Attempting to collaborate with the company on a plan to mitigate the "cracking" of the recently resurfacing job.

b. The tennis courts have started to show signs of cracks resurfacing.

5. Monument upgrade/repair status:

a. All concrete upgrades have been completed. Concentration is on the power washing, cleaning, and painting of the monuments.

6. Concord Station Clock Tower:

a. The tower is ready for lights to be installed. Blue Wave has been informed.

7. Installation of lighting outlining Clubhouse and monuments:

a. Installation has been completed on all monuments West of the Clubhouse, and at the Drexel community monuments. In conversation with Tim (Blue Wave) he anticipates being completed with lights installation by the middle of November.

8. Security camera/door access update:

a. ECS is in the process of repairing/restoring the access control points to the pool, tennis and basketball courts.

b. Next will be the camera upgrade plan.

9. Waterford fountain status:

a. Lights were ordered and installed on the fountain structure.

b. It was discovered that the transformer installed at the power supply panel for the fountain lights is a 24v transformer, while the lights previously installed and ordered are 12v lights. The correct transformer was ordered, yet to be received.

11. Pool status:

a. Vendor provided that all required parts for the recirculation pump have been ordered and that the pump will be repaired by next week.

12. Playground Fence replacement:

a. ECS Integration submitted an estimate for \$4377.00 to repair the damages to the access control system made by the fence replacement vendor. Quote was sent to vendor. Waiting on a response.

b. On October 21, 2025, I received a phone call from a gentleman named Greg from USA Fence Company regarding the repair estimate that I forwarded to them from ECS Integrations for the necessary repairs to the access control system and associated poles. His initial question was what my expectations were when I forwarded the invoice. I explained that the District's expectation is for USA Fence Company to pay for the repair costs, as the damage occurred during their installation of the new fencing. Specifically, the access control cables were cut, and poles containing electrical components were left on the ground, creating an unsafe and incomplete condition. Mr. Greg argued that, if the District knew new fence posts were being installed, we should have removed the access control equipment beforehand. I clarified that no such direction or coordination regarding removal was ever discussed or requested by their team prior to their work.

He additionally stated that USA Fence does not perform electrical work. I responded that, in that case, they should not have cut or exposed electrical cables outside their scope and without proper handling or notice, which directly necessitated the repairs.

The conversation became unproductive and confrontational at that point. Mr. Greg threatened to place a lien on the District and asked if that was "what I wanted." I informed him that I am not the legal representative for the District and that any discussion involving legal action must be directed to the District's Legal Counsel. I then disengaged from the call to avoid further escalation.

This summary is being provided for documentation and further direction as appropriate.

c. A "Notice to Owner" was received on October 29, 2025, from USA Fence, indicating that the company is asserting its right to file a lien against the property if payment is not made for the materials and services related to the playground fence replacement project.

This notice appears to be a preliminary step toward a potential lien claim, and not a lien filing itself. I forwarded this information for review to the District's Legal Counsel and District manager for direction on how to proceed.

13. Landscaping and Irrigation Services:

a. Redtree has submitted a letter of resignation dated October 10, 2025, providing that services will end on January 10, 2025.

b. Efforts are being made to send out an RFP.

c. A walkthrough and inspection of the irrigation system was conducted on Wednesday, October 22, 2025. Participants included: Mr. Dana Bryant – Anchor Stone (Irrigation Expert), Ms. Yovanie – Stedfast Irrigation Technician, and Myself.

d. In reviewing an email sent to Redtree by the District Manager, I noted that on October 20, 2025, at 2:38 p.m., RedTree was informed of the following directive: “Also, pursuant to our discussions – confirming that you are aware that no irrigation fixes should take place without the approval of the Board or the Chair.”

Despite this directive, I have observed a gentleman named John from RedTree on property on Tuesday October 21, 2025, and again on October 27, 2025, actively working on and operating the irrigation system.

e. Over the past week, I have observed that the grass conditions throughout the community are declining noticeably. The only irrigation-related issue currently confirmed is the burnt-out pressure switch at Pump Station 1, which Dana (Anchor Stone) identified. This issue should only impact the areas west of the Clubhouse (Mentmore, Dunstable, Buckinghamshire, Tuckerton, Trinity). However, the turf is also showing visible stress and decline along Sunlake Boulevard and Mentmore Boulevard east of the Clubhouse, where irrigation should be functioning normally. At this time, I am not aware of any system issues that would explain these additional areas of decline. I will continue to monitor turf conditions and perform non-intrusive spot checks of the irrigation system as part of ongoing maintenance oversight.

14. Resident Concerns/ Complaints:

a. I have had several complaints (18331 Snowdonia Dr., 3327 Whitley Bay Ct., 3516 Marmalade Court) of CDD property trees going/growing over residents fences. I need to understand what the policy regarding this matter is.

b. A dead deer was removed from the backyard of 19479 Umberland Place.

c. A injured deer was removed from the D-4 retention pond at The Drexel community.

17. New projects to consider for upcoming months/year:

1. Pool Deck furniture/upgrade or repairs (being considered)

2. Painting of the Kids Splash Pad (spring of 2026)

3. Lights on Tennis Courts, Basketball Courts, Pool, and Playground

4. Repairs to the Tennis and Basketball fence

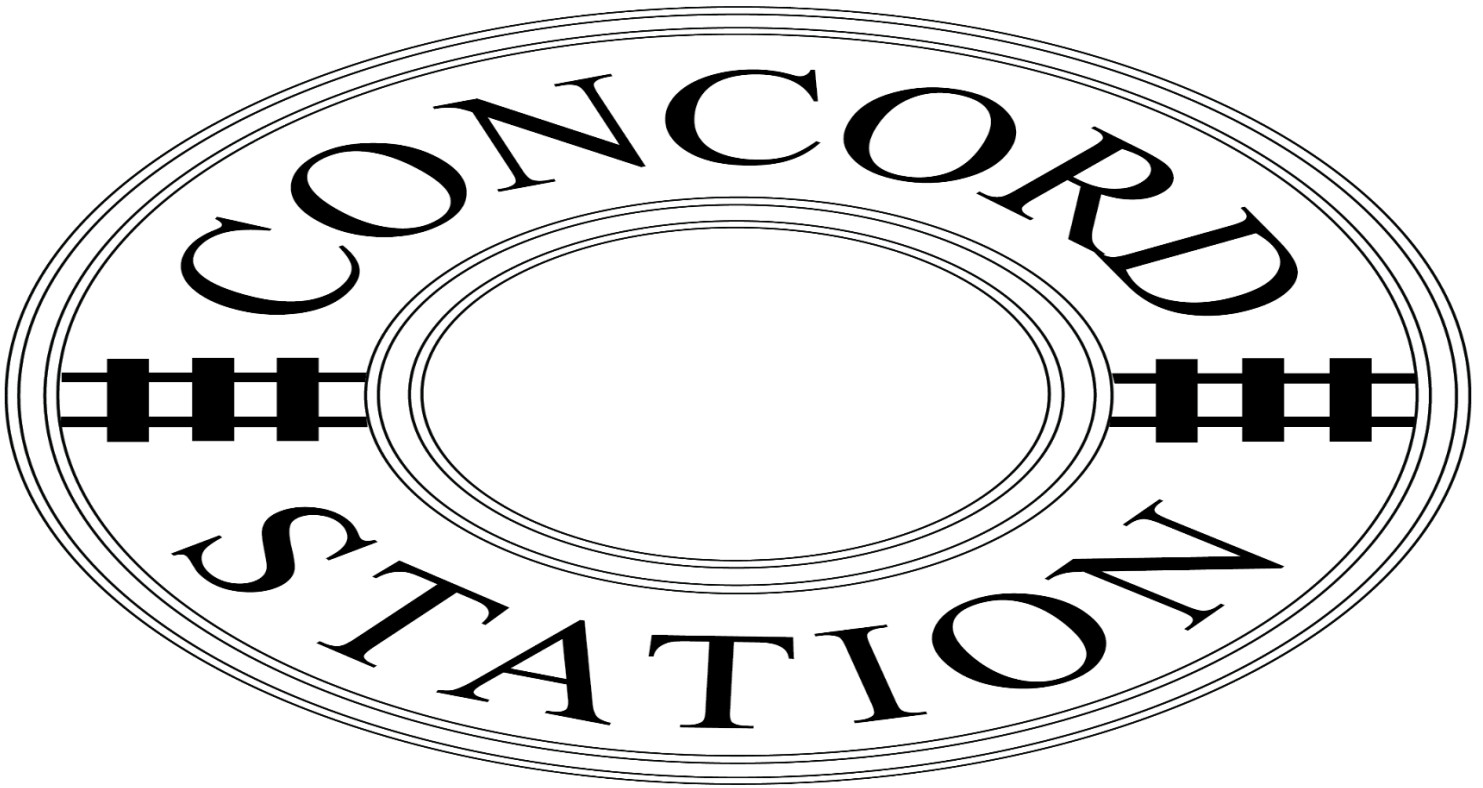
5. Repair of the delamination on one small section of the pool bottom floor plaster (spring 2026)

6. Repair or replacement of the playground water fountain. Done.

EXHIBIT 12

[RETURN TO AGENDA](#)





**CONCORD STATION
COMMUNITY DEVELOPMENT DISTRICT**

**EMPLOYEE POLICY
MANUAL**

September 2025

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I. ORGANIZATION OVERVIEW

A. Relationships between Concord Station CDD Board of Supervisors, the District Manager, Clubhouse and Amenities Manager, Clubhouse Staff, and Heartland Payroll (HLP)

Concord Station Community Development District (CSCDD or “District”) is a special-purpose local government established under Chapter 190, Florida Statutes, to manage, operate, and maintain the works of the District for the benefit of its residents.

The District is governed by a Board of Supervisors authorized to exercise the powers granted by law (§190.006, Fla. Stat.). The Board contracts with a District Manager to oversee administrative and financial operations (§190.007(1), Fla. Stat.). Concord Station’s current District Manager is Patricia Thibault with Anchor Stone Management, LLC, 407-221-9153.

The Board has designated an Employee Liaison for employees directly hired by the District. The current Employee Liaison is Mr. Randall Griffin, 813-731-4812.

The Clubhouse & Amenities Manager (CAM) directs day-to-day operations and supervises clubhouse and amenities staff and serves as the first point of contact for employment-related questions. Current CAM: Mark A. Looknanan, Jr., 813-909-4569. The CAM coordinates with the District Manager on District-wide matters and keeps the Board informed through the Employee Liaison.

The District, through the Employee Liaison, maintains a co-employment relationship with Heartland Payroll (HLP) for payroll processing and workers’ compensation coverage/claims handling. New hires sign an at-will employment agreement (Appendix 2) and acknowledge receipt of this handbook (Appendix 1).

B. Organization Chart

See Appendix 3 for the CSCDD Organization Chart.

II. MAJOR EMPLOYMENT LAWS

A. Americans with Disabilities Act (ADA)

The ADA prohibits discrimination against qualified individuals with disabilities and requires reasonable accommodation absent undue hardship. Questions should be directed to the District Manager.

B. Equal Employment Opportunity (EEO)

The District provides equal opportunity in recruitment, appointment, training, promotion, compensation, retention, discipline, and separation without regard to protected characteristics, consistent with federal and Florida law. Employees who believe they have been discriminated against may contact the District Manager and the Florida Commission on Human Relations (FCHR).

C. Fair Labor Standards Act (FLSA)

Non-exempt employees are paid at least minimum wage and receive overtime at one-and-one-half times their regular rate for hours worked over 40 in a workweek. Exempt employees are not overtime-eligible. Employees who are unsure of their classification should speak with the CAM.

D. Florida Civil Rights Act (FCRA)

The FCRA promotes fair treatment and equal opportunity. For more information, contact the FCHR.

E. Veterans' Preference

The District follows Chapter 295, Florida Statutes, providing veterans' preference in employment, retention, and promotion for eligible individuals.

F. Florida Whistle-Blower's Act

Employees are protected from retaliation for disclosing, in good faith, certain violations or abuses to an appropriate agency. Concerns may be reported to the CAM, Employee Liaison, District Manager, or appropriate authority.

III. EMPLOYMENT POLICIES

A. New Hires

The District, through HLP, hires only individuals authorized to work in the United States. New employees must provide required documentation within three (3) business days of employment. Employees with work authorization that expires must provide updated documentation prior to expiration.

B. Open Door Policy

Employees are encouraged to raise questions or concerns with the CAM. If the concern involves the CAM, contact the Employee Liaison or District Manager. The District will review concerns fairly, maintain confidentiality to the extent possible, and prohibit retaliation.

C. Performance Review Policy

Performance reviews clarify responsibilities, evaluate performance, identify development needs, and inform compensation decisions. During the first year, reviews typically occur every three months; thereafter annually.

D. Terminations

Employment may end by resignation, probationary release, layoff, retirement, or discharge. Employees are encouraged to provide two (2) weeks' written notice for resignations. The District may discharge employment with or without cause, consistent with applicable law. Pay in lieu of unused approved PTO may be provided as stated in this handbook and as required by law.

E. Exit Interview

Departing employees are encouraged to complete an exit interview or the exit information survey (Appendix 5) to support continuous improvement.

IV. COMPENSATION

A. Job Descriptions

Job descriptions are provided in Appendix 4.

B. Compensation for Hours Worked

Starting wages are competitive and commensurate with experience and job scope as established in hiring documentation.

C. Raises

All positions are subject to a 90-day probationary period; a wage adjustment within the Board-approved range may be granted at the CAM's discretion. Annual and longevity/performance increases are at the discretion and approval of the Board of Supervisors.

D. Benefits

Eligible salaried employees may receive health, dental, vision, 401(k), and ancillary benefits per plan documents. The District contributes 50% of the lowest employee-only health insurance premium. Employees who decline District health insurance may receive a \$350 monthly stipend (paid \$175 bi-weekly). Contact the CAM or Employee Liaison for details.

V. ATTENDANCE AND LEAVE

A. Attendance

Employees are expected to work assigned schedules. Planned absences should be requested in advance. Unapproved absences may result in leave without pay and/or discipline, up to and including discharge.

B. Work Schedules

Standard clubhouse hours are Monday–Thursday 10:00 a.m.–7:00 p.m.; Friday–Saturday 10:00 a.m.–9:00 p.m.; Sunday 10:00 a.m.–6:00 p.m. The Maintenance Technician's standard schedule is Monday–Friday 8:00 a.m.–4:00 p.m. Seasonal adjustments may occur. Salaried positions typically work 40 hours per week; part-time roles are capped at 29 hours per week. Concierge staff rotate weekend coverage.

Employees working an eight (8) hour shift generally receive two 15-minute paid rest breaks and one 30-minute meal break, scheduled with the CAM or Concierge Supervisor. Breaks may not be combined or used to offset late arrival or early departure. Employees must notify the CAM/Concierge Supervisor when leaving the premises during working time.

C. Employee Attendance Records

The CAM, assisted by the Concierge Supervisor, records and maintains time and attendance records for all staff.

D. Paid Time Off for Salaried Positions

PTO covers sick, personal, and vacation time. Requests should be submitted in advance using the PTO Request Form (Appendix 9). Weekend PTO (Friday through Monday) requires specific CAM approval based on operational needs.

Accrual						Schedule:
•	After	probation	through	Year	1:	10
•		Years	2–5:		12	
•	After Year 5: 15 days/year					days/year

PTO may be banked and used in advance within the employment year. Unused PTO carries over year-to-year. No more than twelve (12) consecutive business days may be taken at once (excluding weekends if not normally scheduled) unless specifically approved by the CAM. Unauthorized absences may lead to leave without pay and discipline. In emergencies, notify the CAM as soon as practicable.

E. Holidays

Closed Holidays: New Year's Day (January 1), Easter Sunday, Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25).

Early-Close (Floating) Holidays: Valentine's Day (February 14), Mother's Day (second Sunday in May), Memorial Day (last Monday in May), Father's Day (second Sunday in June), Independence Day (July 4), Labor Day (first Monday in September), Christmas Eve (December 24), New Year's Eve (December 31).

Salaried employees will be credited up to eight (8) hours of pay on holidays when the Clubhouse is closed.

VI. GENERAL INFORMATION

A. Personal Appearance/Dress Code

Employees must present a neat, professional appearance appropriate for public contact. District-issued shirts (if provided) should be worn with jeans, solid cargo pants, or solid shorts. Camouflage, sweatpants, or sweatshirts are not permitted (except as needed for warmth during cold weather). When uniforms are unavailable, business formal or business casual attire is required.

B. Smoking Policy

Smoking or vaping is not permitted in any interior or exterior amenities areas.

C. Safe Use of Cellular Phones and use of CDD phone

Do not use a mobile device while driving. Pull over to a safe location before calling or texting. Personal or non-work use of phones during working hours should be limited; abuse may result in discipline.

D. Personal Property

The District is not responsible for loss or theft of personal property or valuables. Keep such property secure.

E. District Property

District property and systems are for work-related purposes only. Report loss or damage promptly.

F. Jury/Civic Duty

Notify the CAM promptly if subpoenaed for jury duty or as a witness and provide a copy of the subpoena or court order. Employees dismissed from jury duty prior to noon should return to work for the remainder of the day unless otherwise approved. If not returning, submit a PTO Request Form so time can be charged appropriately.

G. Severe Weather Conditions

Use sound judgment when traveling during inclement weather and communicate any delays to the CAM as soon as possible. If severe weather occurs during working hours, follow CAM instructions and shelter in designated safe areas until conditions improve.

H. Solicitations/Distributions

Solicitation or distribution of literature is not permitted during working time or in working areas. Examples include sales, political or religious materials, and outside memberships. Violations may result in discipline, up to and including discharge.

I. Training and Development Policy

New hires receive role-specific onboarding. Cross-training is encouraged to ensure coverage during absences. Ongoing training may include safety, customer service, irrigation systems, pool readings, access control, and reservations management.

J. Resident Interaction Protocol

Operational directives to staff come from the CAM; residents should not direct staff duties. Document resident complaints or requests in the designated log and follow the chain of command. Treat all residents and guests with courtesy and professionalism; escalate hostile interactions to the CAM.

K. Social Media and Public Communication Policy

Refer media or public inquiries to the CAM. Do not post confidential information, internal disputes, or resident-identifying details. Employees may not speak on behalf of the District without written authorization from the Board of Supervisors, the District Manager, or the CAM.

VII. EMPLOYEE RELATIONS

A. Drug-Free Workplace

The District maintains a drug-free workplace. Unauthorized possession, use, sale, or being under the influence of illegal drugs or alcohol while on duty or on District property is prohibited. Testing may occur as permitted by law (e.g., reasonable suspicion, post-accident). Violations may result in discipline up to termination.

B. Harassment

The District prohibits discrimination and harassment in the workplace. Actions, words, jokes, or remarks based on protected characteristics are not tolerated. This policy also prohibits harassment in any form—verbal, physical, or visual, including sexual harassment.

Employees who believe they have been harassed should promptly report the matter to the CAM; if the concern involves the CAM, report to the Employee Liaison or District Manager. Reports will be addressed promptly and, to the extent possible, confidentially. Retaliation is prohibited.

Similar prohibitions apply to harassment directed toward residents, patrons, or visitors. Reports will be investigated, and appropriate corrective action will be taken.

A. Drug-Free Workplace

The District acknowledges that drug use has serious adverse effects in the workplace resulting in lost productivity and poses a threat to public health and safety. Maintaining a healthy and productive workforce with safe working conditions free from the effects of drugs decreases the occurrence of injuries on the job, absenteeism, and theft, and promotes employee morale.

The Drug-Free Workplace Act promotes the goal of drug-free workplaces within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

Section 112.0455, Florida Statutes, identifies and defines the types of authorized drug testing: job applicant testing, routine fitness for duty testing, follow-up testing, random testing, and reasonable suspicion drug testing. Random testing and job applicant testing are currently conducted only under separate, specific legislative authorization. “Reasonable suspicion drug testing” means drug testing based on a belief that an employee is using or has used drugs in violation of the employer’s policy drawn from specific objective facts and reasonable inferences drawn from those facts considering experience. A job applicant is defined in section 112.0455, Florida Statutes, as “a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test.” To learn more about the other types of drug testing, review [section 112.0455](#), Florida Statutes.

All employees are expected to adhere to the District's standards of conduct concerning the possession and/or use of drugs or alcohol while on duty or while in or on District property. Violations of this policy will result in disciplinary action, up to and including discharge.

B. Harassment

The District has a strict policy against discrimination and harassment in the workplace. It is expected that all employees will interact fairly and honestly with one another to ensure that the work environment is free of intimidation and harassment.

The District is committed to providing all job applicants and employees with an environment free of discrimination and unlawful harassment. Actions, words, jokes, or remarks based on an individual's sex, race, ethnicity, age, religion, physical impairment, or any other legally protected characteristic will not be tolerated. This policy also prohibits harassment in any form, including verbal, physical, and visual harassment.

Unwelcome sexual conduct, such as sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when it is made as a term or condition of employment or, unwelcome sexual conduct, which creates an intimidating, hostile, or offensive work environment will not be tolerated.

Any employee who believes a co-worker, member of management, or agent of the District has unlawfully harassed him/her should promptly report the matter to the Clubhouse and Amenities Manager, or if against the Manager, then the report will be made to the District's Employee Liaison, Mr. Randall Griffin, at 813-731-4812. Every employee can raise concerns and make reports without fear of reprisal.

The District will make every effort to ensure that complaints of harassment are resolved promptly and effectively. All actions taken to resolve complaints of harassment through investigations should be conducted confidentially to the extent possible.

Similar actions of harassment directed towards residents, patrons, and/or visitors of the District by employees are also prohibited and will not be tolerated. Employees are expected to be courteous and respectful of residents, patrons, and visitors at all times. Any reports regarding such behavior will be promptly investigated.

Any employee, after appropriate investigation, who is found to have engaged in the harassment of an employee, resident, patron, or visitor, will be subject to disciplinary actions, up to and including discharge, with or without warning per Appendix 7.

APPENDIX – 1

ACKNOWLEDGMENT OF RECEIPT

I acknowledge receipt of the Concord Station Community Development District Employee Handbook. I accept my responsibility to read and understand this handbook, including the District's policy on discipline and standards of conduct. I understand the topics discussed in this handbook represent the general policies of the District and that the District may impose additional requirements, depending upon the nature of my position.

Employee Name: _____
(Please print)

Employee Signature

Date

APPENDIX – 2

CONCORD STATION CDD AT WILL EMPLOYMENT AGREEMENT

Employment with the Concord Station Community Development District (“District”) is at will. This means that neither the employee nor the District has entered into a contract guaranteeing employment for any specific length of time. Either party may terminate the employment relationship at any time, with or without notice, and with or without cause, subject only to applicable law.

Nothing in this Employee Policy Manual, any other District policy, guideline, practice, or statement—whether oral or written—creates an express or implied contract of employment or alters the at-will status of the employment relationship. The policies and procedures described herein are for informational and administrative purposes only and may be modified, amended, or discontinued by the District at its sole discretion.

Exceptions:

The at-will employment relationship may be modified only by a written agreement signed by both the employee and the Board of Supervisors or their authorized designee. This policy does not apply where a valid collective-bargaining agreement or specific written employment contract provides otherwise.

Legal Protections:

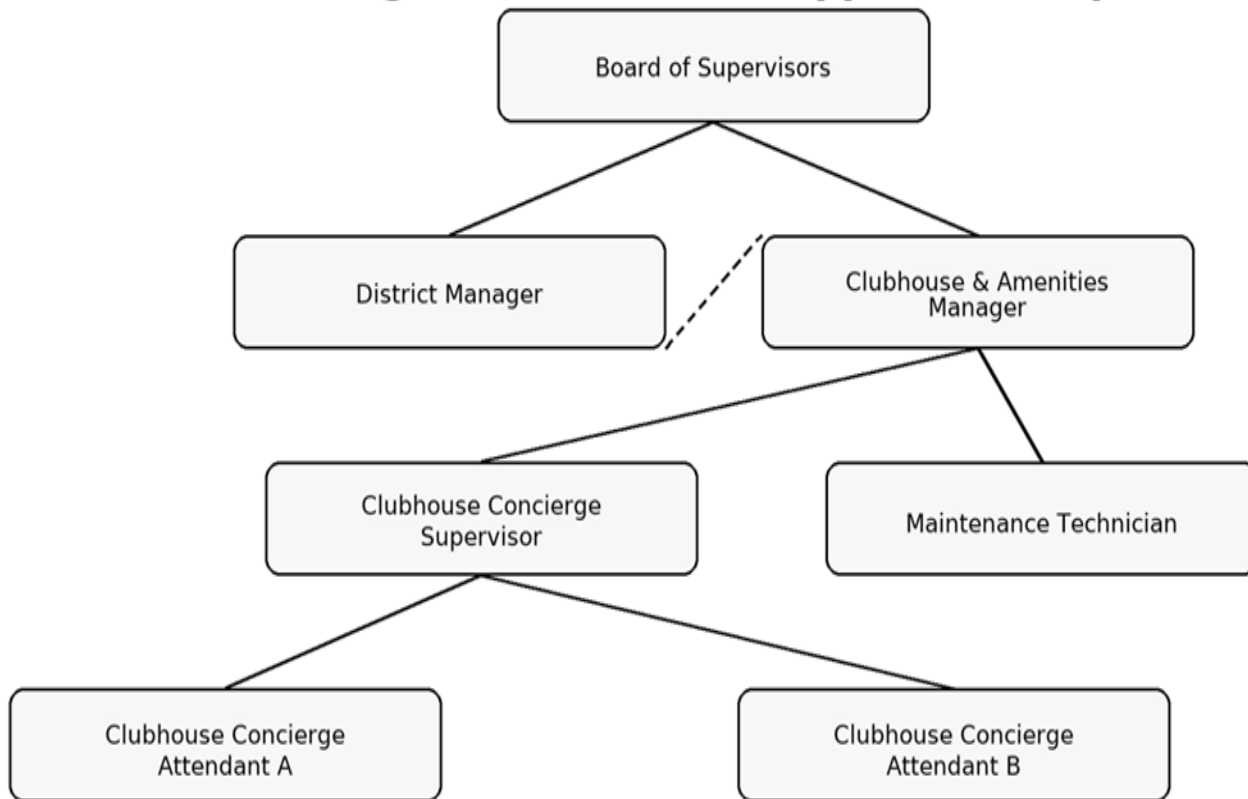
Nothing in this policy affects or limits employees’ rights under federal or state laws prohibiting unlawful discrimination or retaliation. Employees are protected from termination or other adverse employment actions based on race, color, religion, sex, national origin, age, disability, marital status, veteran status, or any other classification protected under applicable federal, state, or local law.

Employee name

Signature

Date

CSCDD Organization Chart - Appendix 3 (Updated)



----- Dashed line indicates liaison/coordination (no direct supervision).

CSCDD Clubhouse and Amenities Manager Job Description

Position Summary – Clubhouse & Amenities Manager

- The Clubhouse & Amenities Manager is responsible for the overall management, operation, and maintenance of the Concord Station Community Development District's (CSCDD) clubhouse and amenities facilities, ensuring they are operated in a safe, professional, and welcoming manner for residents and guests.
- This position provides direct supervision and leadership to all clubhouse and amenities staff, including the Concierge Supervisor, Concierge Attendants, and Maintenance Technician. The Manager is accountable for daily operations, facility readiness, vendor coordination, resident relations, budget tracking, and compliance with District policies and Board directives.
- The Clubhouse & Amenities Manager works under the general direction of the Board of Supervisors and in coordination with the District Manager on administrative and financial matters. The position requires independent judgment, hands-on facility oversight, and the ability to balance administrative duties with field supervision to ensure all amenities—including the clubhouse, fitness center, pool, tennis and basketball courts, playgrounds, and common areas—are maintained to the highest standards of quality, safety, and resident satisfaction.

Responsibilities and requirements include (but not limited):

- Build and manage relationships with residents, guests, and vendors
- Represent the Concord Station CDD professionally in appearance and conduct
- Planning and managing day-to-day operations
- Planning and managing community events
- Hiring and training new staff
- Performance monitoring and evaluations
- Monitoring existing projects
- Managing Bi-weekly Payroll and Benefits Packages
- Manage budget and coordinate materials to ensure ongoing operations
- Analyzing workload
- Planning, attending and after CDD Board of Supervisors meetings: arranging for maintenance & repair of all Clubhouse equipment and systems to minimize downtime
- Ongoing cross-training to be proficient in all tasks to fill-in for absent employees as needed
- General administrative duties to ensure employees are working effectively and efficiently
- Managing and controlling the residents/patrons amenities areas Access Control System
- Administrating the Clubhouse Reservation System
- Engaging with Vendors and Contractors to ensure work is being performed per contract and expectations
- Required 24/7 availability in case of emergencies

APPENDIX-4 (CONT.)

Reporting Structure

- Reports To: Board of Supervisors
- Coordinates With: District Manager, Employee Liaison, Clubhouse Concierge Supervisor, and other staff as needed
- Supervises: Clubhouse Concierge Supervisor, Concierge Attendants, and Maintenance Technician

CSCDD Clubhouse Concierge Supervisor Job Description

Position Summary – Clubhouse Concierge Supervisor

- The Clubhouse Concierge Supervisor oversees the daily front-desk and resident-service operations of the Concord Station Community Development District (CSCDD) clubhouse and amenities facilities. This position ensures that residents and guests receive courteous, professional assistance and that the clubhouse is maintained as a welcoming, orderly, and safe environment.
- Working under the direct supervision of the Clubhouse & Amenities Manager, the Concierge Supervisor provides leadership and guidance to the Concierge Attendant team, ensuring consistent performance, adherence to District policies, and high standards of customer service. The Supervisor assists with scheduling, staff training, event coordination, and communication between the front desk, residents, vendors, and management.
- The role also involves monitoring facility usage, enforcing rules and reservation procedures, maintaining records of resident inquiries and incidents, and assisting with special events and community programs. The Clubhouse Concierge Supervisor acts as the primary point of contact during assigned shifts and serves as the on-site lead when the Clubhouse & Amenities Manager is unavailable.

Responsibilities and requirements include (but not limited):

- Represent the Concord Station CDD professionally in appearance and conduct
- Assist in planning and managing community events
- Build and manage relationships with residents, guests, and vendors
- Assist in keeping the Clubhouse clean, orderly, and maintained
- Assist Clubhouse Manager in management duties
- Complete and maintain all necessary reports as directed by Clubhouse Manager
- Participate in meetings and stay current on industry trends
- Support and mentor team members as needed
- Read, understand, and abide with written Concord Station CDD Policies & Procedures

Reporting Structure:

- Reports To: Clubhouse & Amenities Manager
- Coordinates With: Maintenance Technician and other staff as needed

APPENDIX-4 (CONT.)

- Supervises: Concierge Attendants

CSCDD Front Desk Concierge Job Description

Responsibilities and requirements include (but not limited):

- Represent the Concord Station CDD professionally in appearance and conduct
- Assist in planning and managing community events
- Build and manage relationships with residents, guests, and vendors
- Assist in keeping the Clubhouse clean, orderly, and maintained
- Assist the Clubhouse Concierge Supervisor with administrative duties
- Read, understand, and abide with written Concord Station CDD Policies & Procedures

Reporting Structure

- Reports To: Clubhouse & Amenities Manager and Clubhouse Concierge Supervisor
- Coordinates With: Clubhouse Concierge Supervisor and other staff as needed
- Supervises: None

CSCDD Maintenance Technician Job Description

Position Summary

- The Maintenance Technician supports the operation, upkeep, and safety of all Concord Station Community Development District facilities, including the Clubhouse, pool areas, playgrounds, tennis and basketball courts, irrigation systems, lighting, and common grounds. This position works under the direct supervision of the Clubhouse & Amenities Manager and plays a vital role in ensuring that the community's amenities are maintained to the highest standards of cleanliness, functionality, and appearance.

Responsibilities

- Perform routine inspections, maintenance, and repairs of District facilities, systems, and equipment, including lighting, plumbing, electrical, irrigation, and HVAC components.
- Conduct preventive maintenance and report potential safety or operational issues to the Clubhouse & Amenities Manager.
- Assist in the upkeep of amenities areas including playgrounds, sports courts, picnic areas, signage, and fencing.
- Support set-up and breakdown for community events and programs.
- Maintain accurate maintenance logs, inspection checklists, and service reports.
- Monitor vendor work on-site to ensure compliance with District safety and quality standards.

- Respond promptly to emergency maintenance situations and perform after-hours work when required.

APPENDIX-4 (CONT.)

- Operate light equipment (pressure washers, blowers, trimmers, etc.) safely and efficiently.
- Follow all District safety and conduct policies, ensuring that all work is performed in a professional, courteous, and resident-friendly manner.

Reporting Structure

- Reports To: Clubhouse & Amenities Manager
- Coordinates With: Clubhouse Concierge Supervisor and other staff as needed
- Supervises: None

APPENDIX – 4

Compensation in lieu of Insurance Benefits:

Any employee who chooses not to purchase insurance through payroll deductions will be offered offsetting equivalent compensation in the form of a monthly stipend of \$350.00 per/month. This offer applies only to all salary positions.

APPENDIX – 5

CONFIDENTIAL Exit Information Survey

***If you desire an in-person exit interview, please contact the Clubhouse and Amenities Manager, Mark A. Looknanan, Jr. at 813-909-4569. Otherwise, please fill out this form and return it to the Clubhouse and Amenities Manager

Job Title: _____

Supervisor: _____

1. How did you learn about the job opening for your current position?
2. Why did you accept that job offer versus another?
3. Were the duties and demands of your job (*i.e.*, maintaining the works of the district) described accurately during the interview process?
4. Were you given training to perform the job? How would you assess the quality of that training? What are some of the areas for improvement?
5. Were your own expectations for the job met?
6. Describe the workplace environment.
7. Were there any special problem areas within the works of the district (the systems, facilities, parks, recreation, etc.)?
8. What improvements can you suggest to your job (to make it easier, more challenging, and more interesting)?

APPENDIX – 5 (CONT.)

9. Were you and your supervisor able to work together effectively?
10. What kind of feedback did you receive from your supervisor and how frequently?
11. How could your supervisor have helped you more on the job?
12. How would you describe your supervisor's management style?
13. How would you describe the management style of the Clubhouse Manager?
14. What do you like most about working here?
15. What do you like the least about working here?
16. What do you feel good about accomplishing in your job and in your time here?
17. What factors contributed to your decision to leave? What might have been done to prevent you from leaving?
18. What makes your new job more attractive than your present job?
19. What are your general feelings about working for this CDD?

APPENDIX-5 (CONT.)

20. Would you consider returning to this CDD if a position were available in the future?

APPENDIX- 6

EMPLOYEE EVALUATION

Employee Name: _____

Date: _____

Job Title: _____

Manager: _____

Anniversary Date: _____

Department: _____

Year Hired: _____

Hourly Rate: _____

Raise Approved: Yes ☐ No ☐

New Hourly Rate: _____

BEHAVIOR	ASSESSMENT				COMMENTS
	Role Model Outstanding	Highly Effective	Effective	Needs Improvement	
Adaptability					
Communication					
Customer Service					
Interpersonal Skills					
Judgment					
Personal Account- Ability/Ownership					
JOB PERFORMANCE					
Quality of Work					
Quantity of Work					
Job Knowledge					
Dependability					
Initiative					
Organizational Skills					
ATTENDANCE					
Absences					
Tardiness					

Overall Rating (Check One):

☐ Outstanding

☐ On-Target Performance

☐ Strong Performance

☐ Action Needed

Employee Signature: _____ Supervisor Signature: _____

APPENDIX-7

EMPLOYEE WARNING REPORT

-CONFIDENTIAL-

Name: _____ SSN: _____

Client Company Name: _____ Violation Date: _____

Violation			
☐ Alcohol/Drug Abuse	☐ Attendance	☐ Attitude	☐ Carelessness
☐ Conduct	☐ Fighting	☐ Insubordination	☐ Personal Work
☐ Quality of Work	☐ Safety	☐ Tardiness	☐ Work Rules
☐ Other: _____			

Company Statement: _____

(Use additional sheets if necessary)

Employee Statement:

- ☐ I agree with the company statement.
☐ I do not agree with the company statement.

Comments: _____

(Use additional sheets if necessary)

Employee Signature: _____ Date: _____
(Indicates receipt of written warning)

Supervisor Signature: _____ Date: _____

APPENDIX – 8

CONCORD STATION CDD EMPLOYEE TERMINATION

Name of Employee: _____

Termination Effective Date: _____

Reg. Hours to be paid on final check: _____

Vacation Hours to be paid: _____

Supervisor Name: _____

Reason for Termination:

Voluntary Resignation (check one)

- ☐ Secured better position ☐ Absenteeism or Tardiness
☐ Dissatisfied (type of work) ☐ Failure to Meet Performance Expectations
☐ Dissatisfied (salary) ☐ Insubordination
☐ Dissatisfied (supervisor) ☐ Not qualified for the position
☐ Dissatisfied (working conditions)
☐ Generally dissatisfied ☐ Dishonesty or Theft
☐ Retirement
☐ Returned to school
☐ Moving out of area
☐ Family or personal circumstances
☐ In Lieu of Discharge
☐ No Reason Given

Involuntary Termination (check one)

- ☐ Gross Misconduct
☐ Job abandonment
☐ Death
☐ Other

Lay Off (check one)

- ☐ Lack of Work ☐ Job Eliminated

Reason for leaving (Supervisor's statement) _____

Eligible for Re-hire? ☐ Yes ☐ No

If no, Explain: _____

Supervisor Signature

Date

APPENDIX – 9

**CSCDD
Paid Time Off (PTO)
Request Form**

Please submit this form for approval at least two weeks in advance of your preferred PTO dates.

Date: _____

Employee Name: _____

Title: _____

Department: _____

Remaining Banked PTO Days: _____

PTO Dates Requested: ____/____/____ through ____/____/____

Returning: ____/____/____

Total Number of Days Requested: _____

of Employee Date _____ Signature

Approval:

Clubhouse and Amenities Manager Date _____

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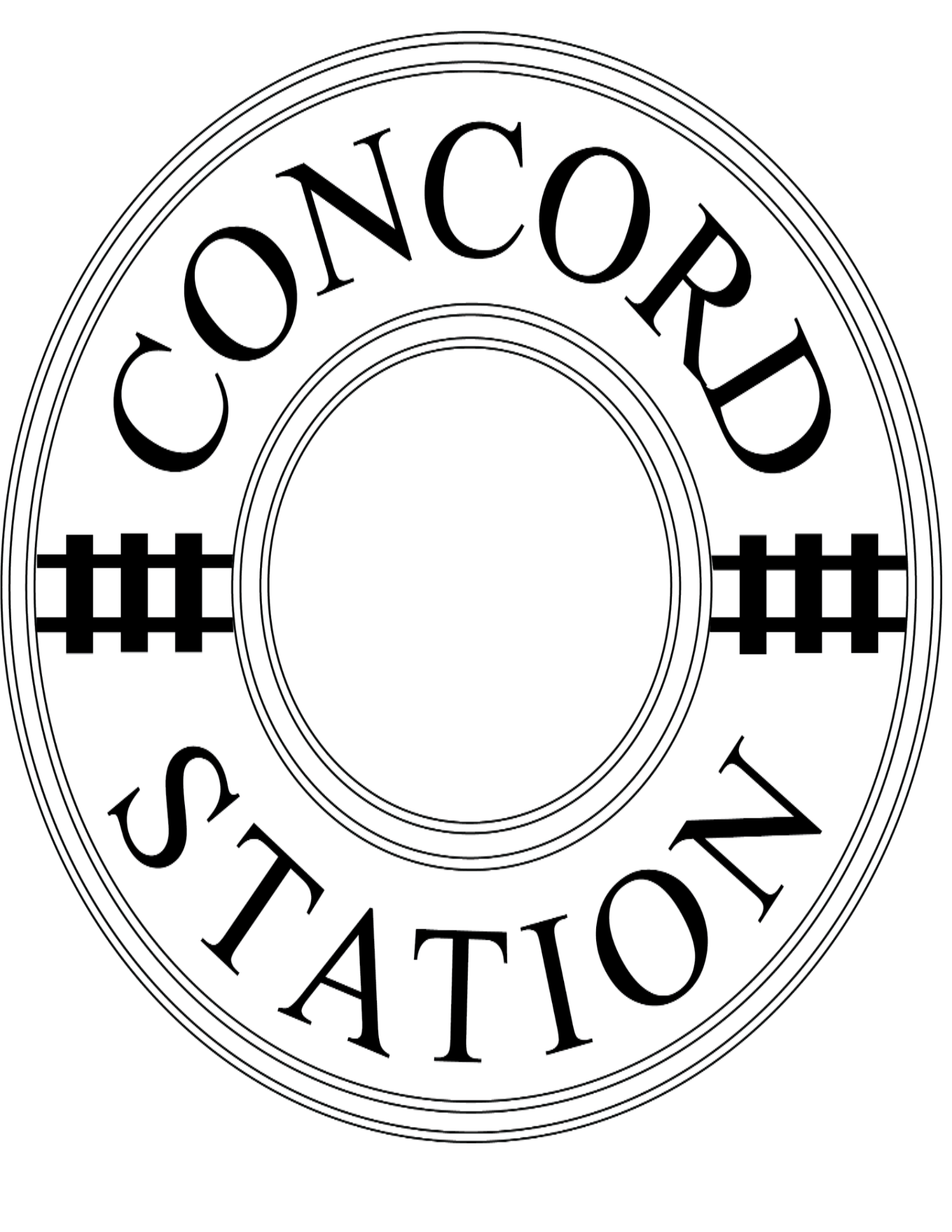


EXHIBIT 13

[RETURN TO AGENDA](#)



POLICY NUMBER
100124607

CLAIM
NUMBER
FIAD-100124607-001
AGENCY AT
Per Policy

ISSUED:
10/1/2024
EXPIRES:
10/1/2025 at 12:01a.m.

SWORN STATEMENT PROOF OF LOSS

To the **Florida Insurance Alliance and Interested Underwriters (per schedule)**

At time of loss, by the above indicated policy of insurance you insured **Concord Station CDD** against loss by all other perils, to the property described, according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN	A property loss occurred on or about the 8th of August of 2025 . The cause and origin of the said loss was: Lightning Strike	
OCCUPANCY	The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: as a business purpose of the insured.	
TITLE AND INTEREST	At the time of the loss the interest of your insured in the property described therein was: owned No other person or persons had any interest therein or in cumbrance thereon, except: None	
CHANGES	Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: None	
TOTAL	THE TOTAL AMOUNT OF INSURANCE upon the property described by this policy was \$30,000 at the time of the loss, INSURANCE as more particularly specified in the apportionment attached under policy #100124607 besides which there was no policy or other contract of insurance, written or oral, valid or invalid.	
VALUE	THE ACTUAL CASH VALUE of said property at the time of the loss was	\$NA
LOSS	THE WHOLE LOSS AND DAMAGE WAS	\$27,210.00
AMOUNT CLAIMED:	THE AMOUNT CLAIMED under the above numbered policy is (Each Item is capped at \$5k less the \$1k per item)	\$20,850.00

SPECIAL CONDITIONS:

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of _____ Insured: _____

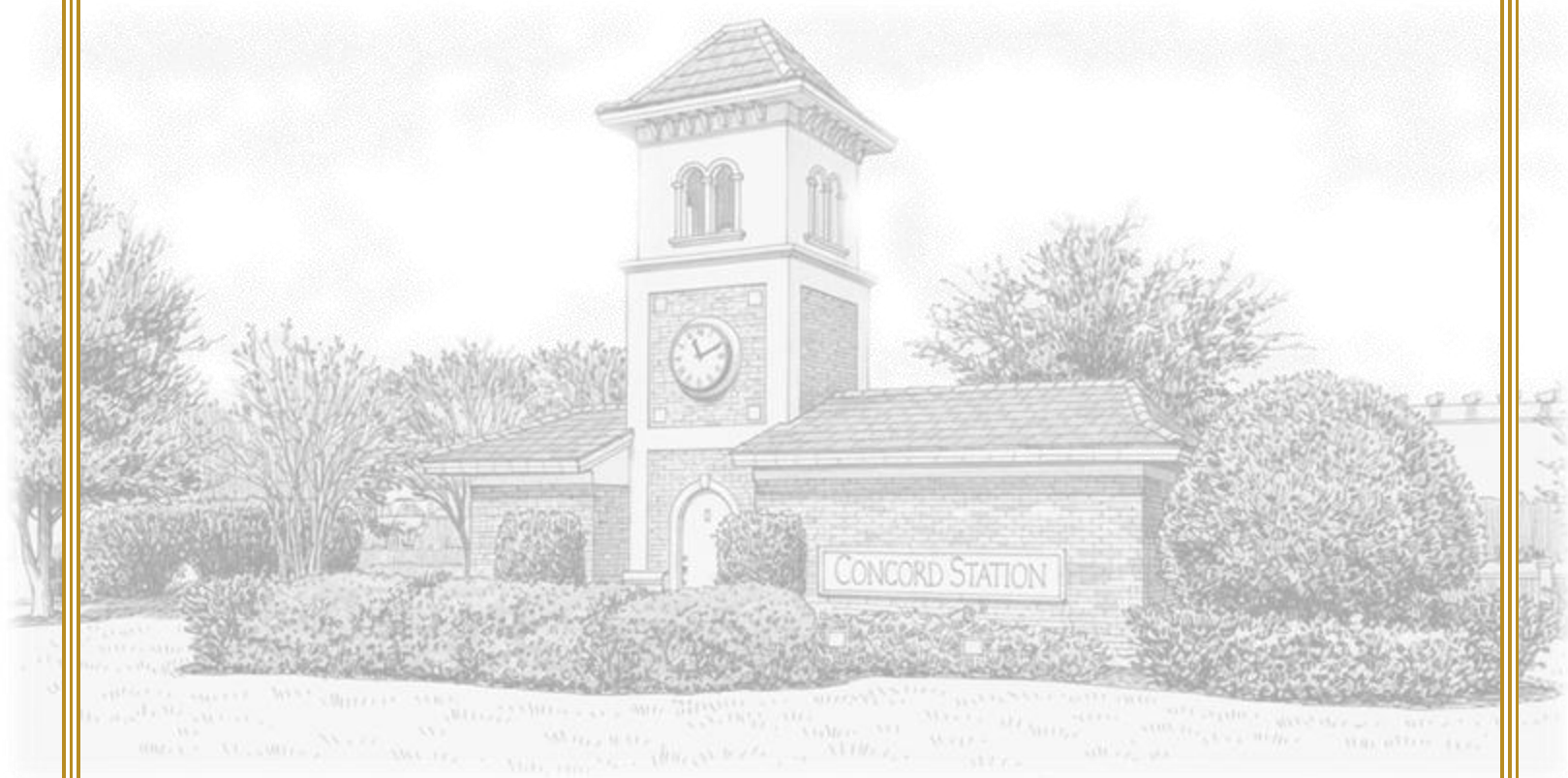
County of _____ Insured: _____

Subscribed and sworn to before me this _____ day of _____ .

Notary Public

EXHIBIT 14

[RETURN TO AGENDA](#)



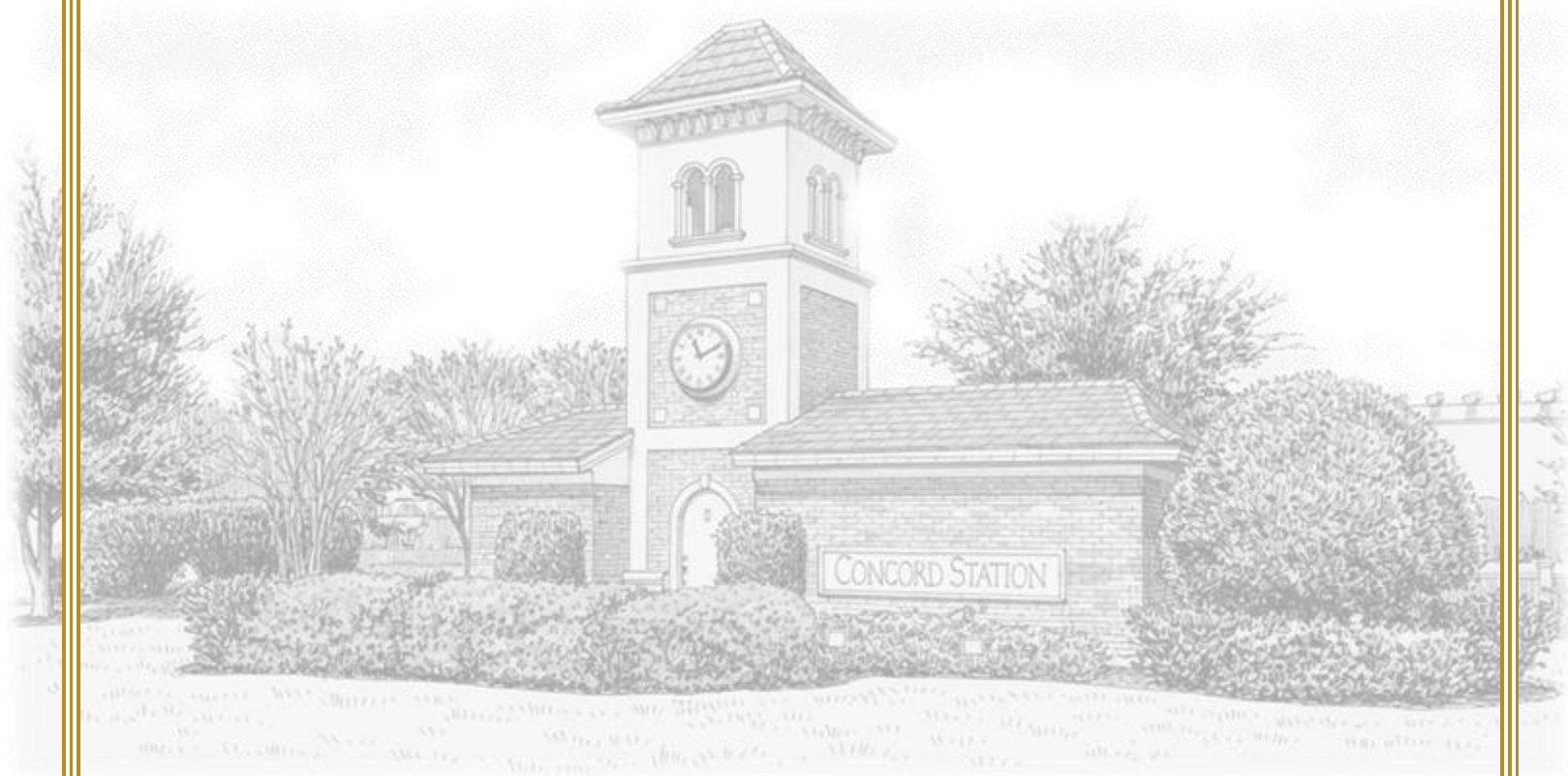


EXHIBIT 15

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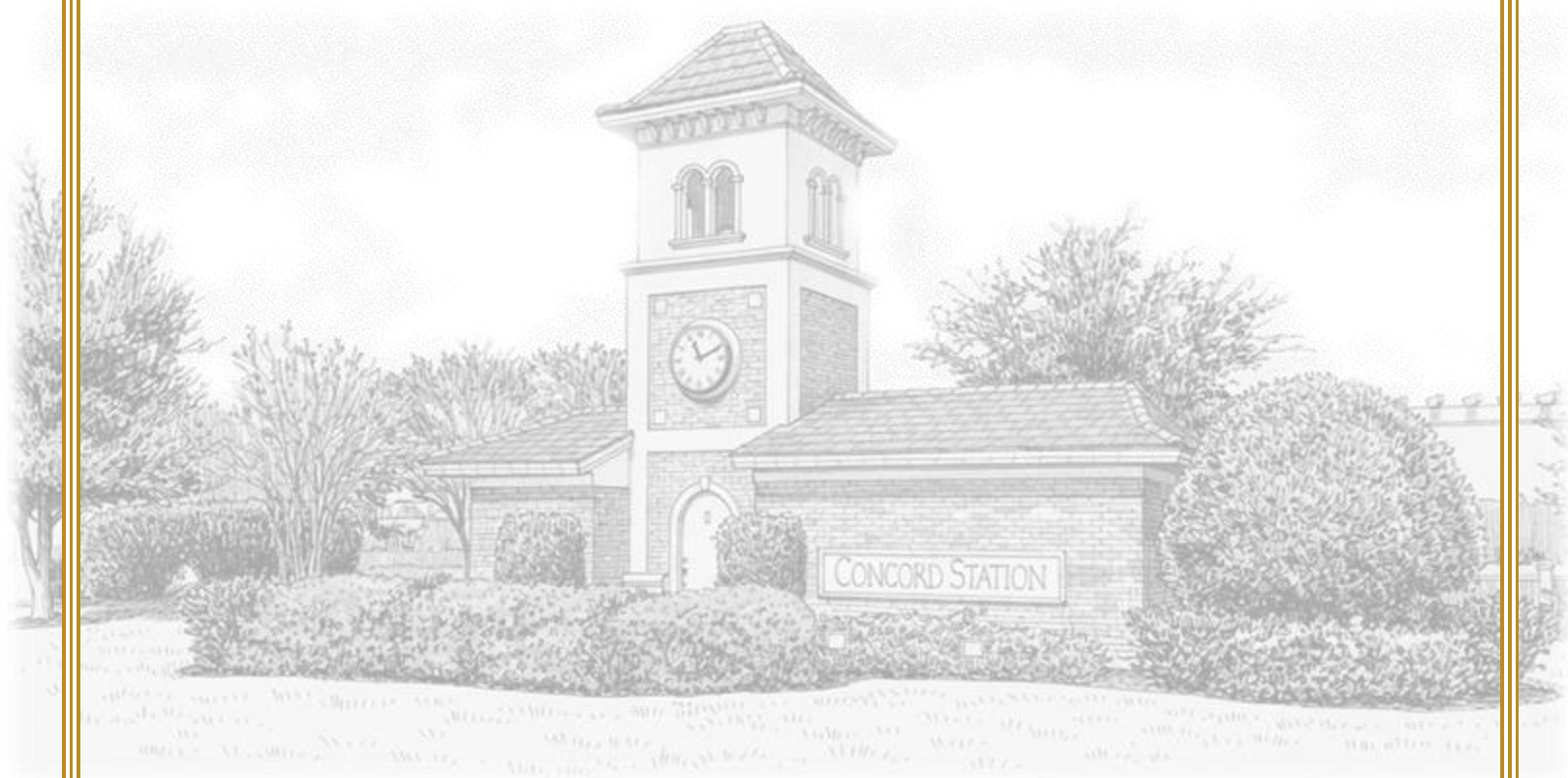


EXHIBIT 16

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