



Rizzetta & Company

Lakeside Community Development District

**Board of Supervisors' Meeting
November 18, 2020**

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813-994-1001**

www.lakesidecdd.org

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors

Samantha Manning	Chairman
Sean Knudsen	Vice Chairman
Linda Ramlot	Assistant Secretary
Jack Koch	Assistant Secretary

District Manager

Jordan Lansford	Rizzetta & Company, Inc.
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District Counsel

Alyssa Willson	Hopping Green & Sams, PA
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District Engineer

Jeff Denny	Florida Design Consultants, Inc.
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All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE □ 5844 OLD PASCO ROAD □ SUITE 100
WESLEY CHAPEL, FL 33544
WWW.LAKESIDECDD.ORG

November 17, 2020

Board of Supervisors
Lakeside Community
Development District

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Lakeside Community Development District will be held on **Wednesday, November 18, 2020 at 5:00 p.m.** at the offices of Rizzetta & Company Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the final agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Seat Newly Elected Supervisor- Christina Brooks
 1. Administer Oath of Office to Newly Elected Supervisor..... Tab 1
 2. Review of Form 1 and Sunshine and Public Records Law Overview
 - B. Seat Newly Elected Supervisor- Edgar Marquis Jr
 1. Administer Oath of Office to Newly Elected Supervisor.....Tab 2
 2. Review of Form 1 and Sunshine and Public Records Law Overview
 - C. Consideration of Resolution 2021-01, Designating Officers of the District.....Tab 3
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisor's Meeting held on October 28, 2020.....Tab 4
 - B. Consideration of Operation and Maintenance Expenditures for October 2020.....Tab 5
 - C. Consideration of Landscape and Irrigation Maintenance Request for Proposals Project ManualTab 6
 - D. Presentation of Field Inspection Report- November.....Tab 7
 - E. Consideration of Survey Quote for Lugano Court- CDD Boundary Issues..... Tab 8
 - F. Consideration of Traffic Calming Device Quote for Lakemont Drive. Tab 9
- 5. STAFF REPORTS**
 - A. District Counsel
 1. Consideration of Quit Claim Deed..... Tab 10
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 994-1001.

Sincerely,
Lynn Hayes
District Manager

Tab 1

**LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISOR
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF LAKESIDE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF PASCO

On this ____ day of _____, 20__, before me, personally appeared _____
_____ to me well known and known to me to be the person described in and who took the aforementioned oath as a Board Member of the Board of Supervisors of Lakeside Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Notary Public
STATE OF FLORIDA

My commission expires on: _____

Tab 2

**LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISOR
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF LAKESIDE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF PASCO

On this ____ day of _____, 20__, before me, personally appeared _____
_____ to me well known and known to me to be the person described in and who took the aforementioned oath as a Board Member of the Board of Supervisors of Lakeside Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Notary Public
STATE OF FLORIDA

My commission expires on: _____

Tab 3

RESOLUTION 2020-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE
OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, Lakeside Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

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

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

**LAKESIDE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASST. SECRETARY

Tab 4

**MINUTES OF MEETING
LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

The regular meeting of the Board of Supervisors of the Lakeside Community Development District was held on **Wednesday, October 28, 2020 at 11:01 a.m.**, conducted by means of communications media technology authorized by Governor DeSantis' orders (20-193) and in compliance of Florida Statutes.

Present and constituting a quorum:

Samantha Manning	Board Supervisor, Chairman
Linda Ramlot	Board Supervisor, Assistant Secretary
Jack Koch	Board Supervisor, Assistant Secretary
Annie Kilby	Board Supervisor, Vice Chairman
Tammi Rivard	Board Supervisor, Assistant Secretary

Also, Present:

Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Alyssa Willson	District Counsel, Hopping Green & Sams
Bryan Schaub	Field Services, Rizzetta & Company, Inc.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Hayes called to order and performed roll call and confirmed a quorum.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No audience present.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Audit Committee Meeting held on
September 23, 2020**

Mr. Hayes presented the minutes and asked if there were any amendments necessary. There were none.

On a Motion by Ms. Manning, and seconded by Ms. Kilby, with all in favor, the Board of Supervisors approved the Audit Committee Meeting Minutes of the Board of Supervisors' Meeting held on September 23, 2020, as presented, for the Lakeside Community Development District.

FORTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
September 23, 2020**

Mr. Hayes presented the minutes and asked if there were amendments necessary. There were none.

On a Motion by Ms. Manning, and seconded by Mr. Koch, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting held on September 23, 2020, as presented, for the Lakeside Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Operation &
Maintenance Expenditures for
September 2020**

Mr. Hayes presented the Operation and Maintenance Expenditures for September 2020 (\$53,894.05).

On a Motion by Ms. Manning, seconded by Ms. Rivard, with all in favor the Board of Supervisors ratified the September payment of the Operation & Maintenance Expenditures (\$53,894.05) for the Lakeside Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Cost Share
Agreement with Association for
Operation and Maintenance
Services**

Mr. Hayes presented the Cost share agreement.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved the cost sharing agreement between The Lakeside CDD and Lakeside Community Association in substantial form for the Lakeside Community Development District.

SEVENTH ORDER OF BUSINESS

**Presentation of Field Inspection
Report October 2020**

Mr. Schaub presented the field inspection report with a list of items of completion.

The Board requested District Counsel send a letter to Brightview Landscape to complete all items and request an on-site appointment with the Field Services Manager to discuss a plan to resolve outstanding items that are a part of the Brightview contract.

On a Motion by Ms. Ramlot, seconded by Ms. Kilby, with all in favor, the Board of Supervisors authorized District Counsel to send a follow up letter to Brightview Landscape to complete all outstanding items and request an on-site appointment with Field Services Manager and Brightview to discuss a plan to resolve all outstanding issues. for the Lakeside Community District.

A discussion ensued about having District Staff prepare a RFP for Landscape Maintenance and place on the agenda for the next meeting on November 18, 2020.

On a Motion by Ms. Kilby, seconded by Mr. Koch, with all in favor, the Board of Supervisors approved for District Staff to prepare an RFP for landscape maintenance for the Lakeside Community Development District.

EIGHTH ORDER OF BUSINESS

Presentation of Aquagenix Report

Mr. Hayes presented the Aquagenix Report.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors approved the Brightview proposal to make the irrigation change at a cost of \$3,249.95, for the Lakeside Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Series 2015 Arbitrage Report

Mr. Hayes presented the Series 2015 Arbitrage Report and noted for the period ending May 31, 2020 there was no arbitrage liability. The next report is scheduled for July 8, 2021.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors accepted the LLS Tax Solutions Arbitrage Report, for the Lakeside Community Development District.

TENTH ORDER OF BUSINESS

Discussion of Setting a date for CDD/HOA workshop

A brief discussion was held regarding setting a date for CDD/HOA workshop on January 27th at 5 pm and it was ultimately decided to table any action until the next meeting.

On a Motion by Ms. Ramlot, seconded by Mr. Koch, with all in favor, the Board of Supervisors tabled the CDD/HOA workshop, for the Lakeside Community Development District.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Chairman

Discussion ensued regarding resignations of Vice Chairman Annie Kilby and Chairman Samantha Manning and re-designation of the Officers of the District.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors Accepted Annie Kilby's resignation for the Lakeside Community Development District from Seat 1.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors accepted Samantha Manning's resignation, for the Lakeside Community Development District from Seat 3.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors appointed Samantha Manning to fill Seat 1 with term through November 2022, for the Lakeside Community Development District.

The Board decided to leave Seat 3 vacant and discussed naming Samantha Manning Chair and Jack Koch Vice Chair.

On a Motion by Ms. Ramlot, seconded by Ms. Rivard, with all in favor, the Board of Supervisors named Samantha Manning Chair and Jack Koch as Vice Chair, for the Lakeside Community Development District.

The Board discussed naming Linda Ramlot and Tammi Rivard as Assistant Secretaries.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors named Linda Ramlot and Tammi Rivard as Assistant Secretaries, for the Lakeside Community Development District.

Christina Brooks will be assume seat 3 and Edgar Marquis Jr assume seat 4 at the November 18th BOS meeting.

B. District Counsel
No report.

C. District Engineer
No report.

D. District Manager
Mr. Hayes noted the next regular meeting is scheduled for November 18, 2020 at 5:00 p.m. at the offices of Rizzetta & Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The May and August meetings at 5:00 p.m. will be at the Lakeside Amenities Center if the HOA permits.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests

None.

TWELFTH ORDER OF BUSINESS

Adjournment

Mr. Hayes stated that if there was no more business to come before the Board than a motion to adjourn would be in order.

On a Motion by Mr. Koch, seconded by Ms. Ramlot, with all in favor, the Board of Supervisors adjourned the meeting at 12:12 p.m. for the Lakeside Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 5

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FL 33544

Operation and Maintenance Expenditures October 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2020 through October 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$20,615.78**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Lakeside Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Alexander C Conran	000809	AC091420	Off-Duty State Trooper 09/20	\$ 225.00
Alexander C Conran	000809	AC092120	Off-Duty State Trooper 09/20	\$ 225.00
Brightview Landscape Services, Inc.	000807	6998197	Monthly Landscape Maintenance 08/20	\$ 1,200.00
Hopping Green & Sams	000810	117558	Legal Services 08/20	\$ 2,308.84
Illuminations Holiday Lighting	000803	121920	Holiday Lighting 50% Deposit 09/20	\$ 1,875.00
Innersynce Studio, Ltd DBA Campus Suite	000804	18813	CDD Implementation OnBoarding Of ADA Complianc Website 10/20	\$ 1,537.50
Jack D Hypes	000811	JH093020	Off-Duty State Trooper 09/20	\$ 225.00
Jeremy R Cohen	000808	JC090220	Off-Duty State Trooper 09/20	\$ 325.00
Jeremy R Cohen	000808	JC091120	Off-Duty State Trooper 09/20	\$ 225.00
LLS Tax Solutions Inc.	000813	002097	Rebatable Arbitrage Calculation Series 2015 07/20	\$ 500.00
Rizzetta & Company, Inc.	000812	INV0000053315	District Management Fees 10/20	\$ 4,059.84

Lakeside Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	000812	INV0000053561	Assessment Roll Preparation FY 20/21	\$ 5,000.00
Suncoast Rust Control Inc.	000805	02612	Commercial Monthly Rust Control Service 06/20	\$ 700.00
Suncoast Rust Control Inc.	000805	02642	Commercial Monthly Rust Control Service 07/20	\$ 700.00
Suncoast Rust Control Inc.	000805	02719	Commercial Monthly Rust Control Service 08/20	\$ 700.00
Suncoast Rust Control Inc.	000805	02791	Commercial Monthly Rust Control Service 09/20	\$ 700.00
Times Publishing Company	000806	00000106283 09/16/20	Account 117744 Legal Advertising 09/20	<u>\$ 109.60</u>
Report Total				<u>\$ 20,615.78</u>

Tab 6

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

Prepared by:

Rizzetta & Company, Inc.
12750 Citrus Park Lane
Tampa, Florida, 33625

November 2020

TABLE OF CONTENTS

1.	Request for Proposals	3
2.	Instructions to Proposers.....	5
3.	Proposers Qualification Statement.....	9
4.	Corporate Officers	14
5.	Affidavits	15
6.	Evaluation Criteria.....	18
7.	Form of Landscape Maintenance Services Agreement	22
8.	Exhibit A, Scope of Services	34
9.	Exhibit B, Bid Proposal Form	47
10.	Form of Daily Work Journal.....	53
11.	Form of Irrigation Repair Request Form.....	54
12.	Form of Pest Management Report	55
13.	Maintenance Exhibit	56

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

Landscape & Irrigation Maintenance Services for
Lakeside CDD
Pasco County, Florida

Lakeside Community Development District (the “District”) hereby requests proposals to provide services relating to the exterior landscaping & irrigation maintenance services for Lakeside Community Development District, all as more specifically set forth in the Project Manual.

The Project Manual will be available beginning XXXXXX, XXXXXX, XXX, at 12:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District’s consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications and site plan. Please make checks payable to Rizzetta & Company, Inc. NO CASH OR CREDIT CARD ACCEPTED. The Field Services Manager shall be the contact person with regard to the Project Manual. Mr. Schaub can be reached by email at bschaub@rizzetta.com or via phone at (813) 933-5571.

There will be a mandatory Pre-Proposal Meeting on XXXXXX, XXXXXX XXXX at 9:00 a.m. at the XXXXXX XXXXXX XXXXXXXXXX. Failure to attend will preclude the District’s consideration of a proposal submitted by a non-attending proposer. The Project Manual will not be available for sale at the mandatory pre-proposal meeting, but will be available at the Rizzetta & Co., Inc. office at the address stated above until 12:00 p.m., XXXXXXXXXX, XXXXXXXX XX,XXXX.

The District is a special-purpose taxing District 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) fully licensed and insured, (ii) 5 years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the Lakeside CDD project, with verifiable references on those projects, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for 100% of their own area takeoffs, and (vi) Proposer must submit total price along with an option for two (2) one (1) year renewals with price.

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

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and

deemed to have occurred upon receipt by the District Manager, Rizzetta and Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625. 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 to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

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 and will meet on XXXXXXXX, XXXXX XX, 2020 at X:XX a.m. at the XXXXXXXX XXXX XXXXXXXXX located at XXXX XXXXXXXX XXXX., XXXXX XXXX, Florida XXXXXX to conduct said ranking. The meeting is hereby publicly advertised. Any and all questions relative to this project shall be directed in writing, by e-mail only, to Bryan Schaub at bschaub@rizzetta.com, no later than XXXXXXX XX, 2020 by 4:00 p.m. (EST) Answers will be provided to all eligible proposers by 5:00 p.m. (EST), XXXXXXX XX, 2020.

Firms desiring to provide services for this project must submit one (1) original, seven (7) copies and one (1) digital copy, in the form of a flash drive or CD, of the required proposal no later than X:XX a.m. (EST) on XXXXXXXXXX, XXXXX X, 2020 at the office of Rizzetta and Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, Attention: Bryan Schaub. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the bids. 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 (813) 933-5571 at least five 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. Proposals shall be submitted in one sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Lakeside Community
Development District
Lynn Hayes, District Manager
lhayes@rizzetta.com

Run Date: Saturday, February 8, 2020

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services Pasco County, Florida

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than **March 4, 2020 at 9:00 a.m. (EST)** at the offices of Rizzetta & Co., Inc. located at **12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625**, Attention: Bryan Schaub. Proposals will be publicly opened at that time.

SECTION 2. SIGNATURE ON PROPOSAL. Proposer must correctly sign all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the Proposer shall carefully examine the drawings, read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. 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. 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.

SECTION 6. 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.

SECTION 7. 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 Bryan Schaub at bschaub@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties recorded as having received the Project Manual. Questions received after 4:00 p.m. (EST), **February 25, 2020** will not be answered. Answers to all questions will be provided to all proposers by e-mail by 5:00 p.m. (EST), **February 26, 2020**. 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.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original, seven (7) hard copies and one (1) digital copy (CD or Flash Drive preferred) of the proposal forms, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Lakeside Community Development District - Landscape & Irrigation Maintenance) ENCLOSED” on the face of it.

SECTION 9. 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.

SECTION 10. PROJECT MANUAL. The Project Manual will be available beginning Monday, February 10, 2020 at 12:00 p.m. (EST) at the Tampa Offices of Rizzetta & Company, Inc., located at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625. The cost for the Project Manual Disk is \$100.00; please make checks payable to Rizzetta & Co., Inc. NO CASH OR CC ACCEPTED.

SECTION 11. 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.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 13. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual.

SECTION 14. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff and consultants 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.

SECTION 15. 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 Contract form, provided herein.

SECTION 16. 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.

SECTION 17. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- B. Completed price proposal (forms attached).
- C. List position or title and corporate responsibilities of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include 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.
- E. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. Information related to other projects of similar size and scope which Proposer has provided or is currently providing landscape and irrigation maintenance services (forms attached as part of Contractor's Qualification Statement).
- G. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the Project Manual.

SECTION 18. PROTESTS. Any protest regarding the Project Manual, including specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents at the offices of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Fl. 33544, Attention: Lynn Hayes. 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.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheet, contained within the Project Manual.

1st Draft

1. Proposer: _____

[Company Name]

/ / A Partnership
 / / A Corporation
 / / A Subsidiary Corporation
2. Parent Company Name: _____
3. Parent Company Address:
 Street Address _____
 P.O. Box (if any) _____
 City _____ State _____ Zip Code _____
 Telephone _____ Fax no. _____
 1st Contact Name _____ Title _____
 2nd Contact Name _____ Title _____
4. Proposer Company Address (if different):
 Street Address _____
 P. O. Box (if any) _____
 City _____ State _____ Zip Code _____
 Telephone _____ Fax no. _____
 1st Contact Name _____ Title _____
 2nd Contact Name _____ Title _____
5. List the location of the office from which the proposer would provide services to Lakeside CDD.
 Street Address _____
 City _____ State _____ Zip Code _____
 Telephone _____ Fax No. _____
 1st Contract 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 ()

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

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 (17) _____, (18) _____, (19) _____.

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

General Liability	\$ _____
Automobile Liability	\$ _____
Umbrella Coverage	\$ _____

Workers Compensation \$ _____
Expiration Date _____

10. 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 _____

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

12. 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.

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

14. 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. _____

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

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
- _____
- _____
- _____
17. 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.
18. 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.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Lakeside 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 Lakeside CDD should consider the Proposer for bidding 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

CORPORATE OFFICERS

Company Name _____ Date _____

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

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

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

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

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

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

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____ of the _

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's proposal.

(Officer must also sign here)

CORPORATE SEAL

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

Notary Public/Expiration Date:

(SEAL)

**LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
LANDSCAPE 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.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Proposed Staffing Levels

Landscape Maintenance staff will include; _____ laborers, _____ Supervisors, and _____ Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

2. Experience

(20 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)

1. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE _____

2. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE _____

3. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____

Experience cont.

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE _____

4. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE _____

5. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE _____

3. Understanding Scope of RFP (15 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. Financial Capacity (5 Points Possible) (____ Points Awarded)

Demonstration of financial resources and stability as a business entity necessary to implement and execute the services required as discussed in Landscape Maintenance Agreement. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District as well as "Compiled" Financial Statements current to within twelve (12) months.

5. Price (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor "C" will receive 12.35 of 25 points.

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

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

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

END

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Landscape and Irrigation Maintenance Agreement (“**Contract**”), is entered into as of the 21st day of January 2016, between **THE LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida (hereinafter referred to as “**District**” or “**Owner**”) located at 5844 Old Pasco Road, Ste. 100, Wesley Chapel, FL 33544, and **XXXXXX XXXXXX** (hereinafter referred to as “**Contractor**”) located at P.O. Box 16531, Tampa FL 33687.

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

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

WHEREAS, Contractor submitted a proposal, attached hereto as **Exhibit “B”** (hereinafter “**Proposal**”) and incorporated herein by reference, and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as **Exhibit “A”** (hereinafter referred to as the “**Contract Work**”). Contractor shall perform in accordance with the Proposal attached hereto as **Exhibit “B”**. Maps of the areas to be maintained are attached hereto as **Exhibit “C”**.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) 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 Contract Work.
4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
5. The Contractor agrees to meet with a District representative no less than one (1) time per month 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 (Monthly Field Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to explain, in writing, what actions shall be taken to remedy those findings within the specified amount of time as requested by the District (typically seven (7) calendar days). 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 may terminate this contract for cause 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 2-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days' notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work. Contractor shall provide to management a written summary of work performed for each week with notification of any problem areas.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.
7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in

writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
 - b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each declared emergency/disaster.
 - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of _____ and no/100 (\$XXX,XXX.XX) during the initial term as well as the first and second annual renewals of the contract as detailed in **Exhibit "B"**, payable in monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes,

Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The Contractor will provide landscape & irrigation maintenance services for certain lands within and around the District. Specifically, Contractor shall provide the services identified in the **Exhibit "A"** and **Exhibit "B"**. Contractor shall perform such work for a not to exceed sum of _____ and no/100 (\$XXX.XXX.XX) to include Parts 1-4 of the Scope of Services and up to a maximum of _____ and no/100 (\$XXX,XXX.XX) if all mulch top-dressings (Part 5) are performed and awarded to Contractor as well as four 3-month annual flower rotations of 400 plants (Part 6) are performed and awarded to Contractor. Contractor shall provide all labor and equipment necessary for such services. These monthly amounts include all tools, labor and materials necessary to complete the Services. The term of this Agreement shall be from XXXXXX XX, XXXX through XXXXXX XX, XXXX unless terminated earlier in accordance with the terms of this Agreement or renewed for optional one year renewals at the option of the parties hereto at the price and terms as provided for herein.
4. Contractor shall bill the District for Services based on invoice with appropriate support documentation for the fee and reimbursements. Provided Contractor has submitted invoices for the fees and reimbursements with the appropriate support documentation by the fifteenth (15th) of the month, Contractor shall be paid by the thirtieth (30th) of the following month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within thirty (30) days of the District's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Services, in District's sole and absolute discretion, shall, so long as District is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement. As compensation for the Work, the District agrees to pay Contractor _____ and 00/100 (\$XXX,XXX.) during the initial term of the contract, in standard monthly amounts of _____ & XX/100 (\$XX,XXX.XX). Such compensation covers only the items specified in Parts 1 and 4 of the Proposal. Additionally, for the services specified in Parts 2, 3, 5 & 6 of the Proposal, the District agrees to pay Contractor for such actual services rendered using the pricing specified in the Proposal the month following services being performed and after required documentations (if any) have been provided. Contractor shall not perform mulching or annual installation services listed in Exhibit "A" without the prior written approval of the District.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than XXXXXXXX XX, XXXX.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.
3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.
4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the

Contractor fails to 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 Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers, agents and employees, from liabilities, damages, losses and costs of every kind (including but not limited to reasonable attorney's fees, consequential and punitive damages) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Contract Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract.

It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.

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

The Contractor shall and does hereby indemnify and hold harmless the District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. **WORKERS' COMPENSATION:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
3. **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.
4. **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.
5. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract 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.

10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. Owner specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

X. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

XI. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
4. Nothing in this Contract 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 Contract 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.
5. This Contract has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Contract and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Pasco County, Florida.
7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Contract 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.
10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. 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 shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Contract and 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 the information technology systems of the District.
12. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original RFP shall control.
13. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first.

To Owner: The Lakeside Community Development
District c/o Mr. Lynn Hayes, District Manager
Rizzetta & Company, Inc.
12750 Citrus Park Lane, Ste. 115
Wesley Chapel, FL 33625

With a copy to: John Vericker, District Counsel
Straley & Robin
1510 W. Cleveland Street
Tampa, FL 33606

To Contractor: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Contract on the day and year first written above.

XXXXXX XXXXXX.

**The Lakeside
Community Development District**

Name: _____
Title: _____

Name: _____
Chairman of the Board of Supervisors

EXHIBIT “A”
SCOPE OF SERVICES

1st Draft

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

- 1) **MOWING** – All “common area” landscaped areas identified as such (green) on the overall Lakeside Maintenance Exhibit will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – (Growing Season) Once a week

NOVEMBER 1 – MARCH 1 – (Dormant Season) 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. 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. 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. 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 Lakeside CDD’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.

1A) POND MOWING - All ponds identified as such on the overall Lakeside Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at 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. 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. 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, etc.) shall be edged every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other mowing event. 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, i.e. MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC., IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

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 (including Lakeside's extensive buffer wall), 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 clearance of ten (10) feet for sidewalks to fifteen (15) feet for streets under all limbs depending on location and species of tree but shall vary according to DOT specs.) All hanging moss shall be removed from all trees up to a 15' height on an as-needed basis. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. Moss must be removed prior to the spring flush of new growth on all deciduous trees.

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. All shrub material shall be pruned in a manner NOT to block landscape lighting fixtures at all times. 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 Lakeside. 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.

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. 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 (if present).

Any palms on the pool deck (and all other plant material, in general, on the pool deck) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

4) WEEDS AND GRASSES – All groundcover and turf areas 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. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. 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.

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 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 curblin 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. 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

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for Central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, Central Florida is determined by anything between an east-west line coast to coast through Ocala and a line coast to coast through Tampa & Vero Beach.

All Bahia Sod:

March	A complete fertilizer based on soil tests + Pre M applied at no more than 1 lb. N/1000 sq. ft. and containing no less than 50% slow release N.
April	2 nd Application of a Pre-Emergent Herbicide
April	Soluble Nitrogen applied at .5 lbs. N/1000 sq. ft.
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe – Ferrous sulfate (2 oz./3-5 Gal. H ₂ O/1000 sq. ft.)
October	A complete fertilizer based on soil tests + Pre M (see March application)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + Pre M applied at no more than 1 lb. N/1000 sq. ft. and containing no less than 50% slow release N.
March	2 nd Application of a Pre-Emergent Herbicide
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	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H ₂ O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M (see February application)

The contractor shall submit a fertilizer label to CDD representative for approval prior to application if the fertilizer being applied varies from that listed above.

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 changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes. 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 removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required 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 CARELESSNESS OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

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

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

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

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. 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 NEGLIGENCE.**

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 monthly 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, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’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, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. 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 CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or 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.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all Common Area Landscaped Areas as shown on the Maintenance Exhibit. These areas should include (in addition to all irrigated Bahia and shrub beds along Lakeside Boulevard and Elgin Boulevard) all parks, dog parks, village entrances as well as those non-irrigated ROW's between sidewalks and streets inside villages along sidewalks where there are no homes built. It shall also include a ten (10) foot strip behind these sidewalks, where possible. DRA banks and bottoms are not to be included.

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. The Contractor shall inspect and test the irrigation system components one (1) time per month. This shall include all the existing irrigation systems (approximately XXX zones, X irrigation controllers & X pump stations).

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. 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 being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

After the thirty (30) day period has expired and for the duration of the contract, (assuming the BOS approved for audit repairs to be performed) 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 insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or Management, 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 for ornamental beds and tree rings 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.

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. This is 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 and/or concrete shall also be trenched to a depth of 3” & beveled to reduce mulch washout. The labor for trenching MUST be included in the proposal for mulch installation. This practice has not been followed in the past and trenching will not be considered as an extra. 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 3” depth, 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 CDD 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 three hundred (~~XXX~~) annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. Prior to replacement, selection and approval from the Board is required. 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 for the CDD 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 always keep such beds free of weeds until the next planting rotation occurs. Timing shall be centered around a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Dec, Mar, Jun, Sep)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular deadheading, 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 summer rotation (June) 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.

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

[END OF SECTION]

EXHIBIT “B”

BID PROPOSAL FORM

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

1st Draft

BID FORM

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE & IRRIGATION MAINTENANCE REQUEST FOR PROPOSALS

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

PART 2

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

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

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (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 (Crapes, Dwarf Asian Jasmine, Loropetalum, Gardenias, etc.)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	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)
all pesticide allowance is required) *

\$ _____ Yr (if

* 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's
(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, 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 an annual treatment for Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Common Area Landscaped Areas (as described in the Scope of Services).

\$ _____ / Yr

Top Choice application 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.)

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 provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

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

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

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. April)

And

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

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 XXX (4") 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 & 4 - This is what contract will be written for)

\$ _____ /Yr

FIRST ANNUAL RENEWAL \$ _____ /Yr

SECOND ANNUAL RENEWAL \$ _____ /Yr

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 _____, 2020

EXHIBIT “C”

DAILY/WEEKLY

REPORT FORMS

(Contractor may choose to use its own company forms but will be required to supply a Weekly Site Visit Journal, a Pest Control Report, Irrigation Wet Check Reports and Irrigation Repair Request Forms as required.)

1st Draft

LAKESIDE CDD

DAILY WORK JOURNAL

(this form must be filled out at the end of each site visit and turned in to the clubhouse office)

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

LAKESIDE CDD
IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR TREATMENT: _____

IRRIGATION TECHNICIAN'S NAME: _____

LKSD REPRESENTATIVE NAME: _____

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

LAKESIDE CDD
PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE: _____

CHEMICALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

LKSD REPRESENTATIVE NAME: _____

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

END

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

MAINTENANCE EXHIBIT

1st Draft

Tab 7

LAKE SIDE

FIELD INSPECTION REPORT



November 9, 2020
Rizzetta & Company
Bryan Schaub - Field Services Manager



Rizzetta & Company
Professionals in Community Management

SUMMARY, MAIN ENTRANCE & LAKEMONT

General Updates, Recent & Upcoming Maintenance Events.

Continue treating Ornamental Grasses for insects, property-wide.

Continue to work on weed and vine control in plant beds, remove/replace dead bed plants.

Treat active Fire Ant mounds in the community.

Measure, remove and replace all dead turf areas property-wide.

The following are action items for Brightview to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation.

1. All areas behind wall along Hudson and around the two entrance ponds, are not being maintained properly; weeds, lack of weed whipping, poor trimming, etc. (Pic 1 >)

2. **As stated in the summary, vines in most shrubs to be removed.**

3. **Trim out dead branches from Juniper and treat remaining, in median and ROW beds.**

4. **Declining Indian Hawthorn and Loropetalum in median beds, treat, and remove/replace dead.**

5. **Grassy weeds in Indian Hawthorn, Jasmine and Liriope beds, ROW and median. Vendor to remove.**

6. **In park along west ROW of Lakemont, treat for broadleaf weeds in St Augustine turf and replace dead turf.**

7. Continue treating Ornamental Grasses for Spider Mites.

8. Clean dead out of African Iris or Day Lilies.

9. At corner of Lakemont and Crater, remove dead turf and replace (Pic 9 >)

10. **Remove suckers form Tree Ligustrum and prune properly.**



LAKEMONT & SEA BRIDGE

11. Along Lakemont Drive in ROW near Crater Circle, vines and weeds in Schillings Holly. Treat and/or remove.

12. Along Lakemont in ROW, Awabuki Viburnum in all but 2 areas is overgrown and needs corrective pruning to provide plant separation from Magnolia and to form into hedge row. (Pic 12 >)

13. In same park, treat for Fire Ants.

14. In island near courts, remove vines and replace dead Holly.

15. On right ROW for Lakemont past Crater, remove suckers from trees, treat and/or remove Torpedo grasses growing into the Junipers. Trim to achieve plant separation.

16. In bed by Sea Bridge monument, vendor to detail bed and maintain roses. This includes pruning roses, removing of dead material, weeding and applying appropriate treatments.

17. In maintenance strips between Bee Tree and Reindeer & Crater and Newport shores, rejuve cut leggy Wax Myrtle and detail better. (Pic 17)



18. In Sea Bridge Drive's median bed, Palmetto and Sabal Palm volunteers to be hand pull by vendor.

19. At Newport and Lakemont, investigate and treat three declining Oaks on either side of the road.

20. Remove all vines from plants along Lakemont. (Pic 20) below

21. In island by pool on Lakemont, treat for weeds in beds and replace two dead holly bushes.



NEWPORT SHORES, CREST LAKE, BEE TREE & HUDSON

22. On back side of the fence between Hudson and Newport Shores; trim dead and treat stressed Jasmine; and remove vines.

23. In same area, remove grassy weeds from Schilling's Holly/Simpson Stopper and treat.

24. Continue removing mosses from trees near roadways and sidewalks.

25. Dead and/or declining turf in four spots along Crater. Treat underlying problem then remove dead turf and replace.

26. On fence between Bee Tree Court and Hudson Avenue there are vines growing on the fence, please remove them along with any Brazilian Pepper Tree weeds growing in the beds and along the fence.

27. Awabuki hedge by Bee Tree and Higgins has been trimmed but not topped. Prune hedge to 8-10' in height to maintain a proper appearance, treat for fungus and remove/replace dead plants. (Pic 27>)

28. In same area, broadleaf weeds and dead spots in St. Augustine turf.

29. Replace dead Holly Standard near lift station on Crest Lake.

30. At park at the end of Higgins, weed trees to be removed from African Iris, remove grassy weeds in Indian Hawthorn, treatment for Indian Hawthorn that are declining, poor turf areas.

31. Along Bee Tree, remove grape vines and push back preserve as it is overgrowing maintained areas. (Pic 31 >)

32. Along Newport, by second entrance, and property-wide remove weeds and treat shrubs; vines in plants; lift Oaks over the roads; and remove mosses from trees.

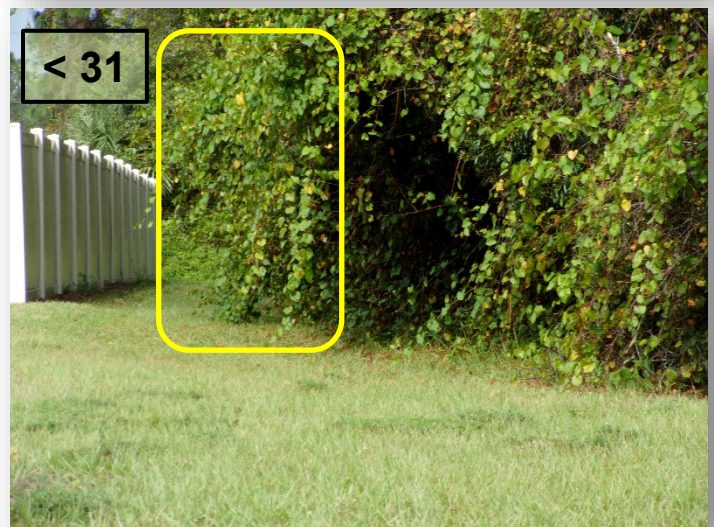
33. Along Hudson, beds to be weeded, vines removed, and treatment applied for fungus and insects.

34. Remove all dead plant material left after herbicide treatments, in beds along Hudson.

35. In beds along east ROW, treat and remove weeds from behind Ornamental Grasses.

36. Vendor to discontinue chemical edging of beds and clean up clippings from trimming.

37. Vendor to prune Roses property-wide and fert drench, also remove dead plants and replace property-wide.



Tab 8

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 13th day of November, 2020 by and between FLORIDA DESIGN CONSULTANTS, INC. (FDC), 20525 Amberfield Drive, Suite 201, Land O' Lakes, FL 34638 Phone: 727-849-7588 Fax: 727-848-3648 and Lakeside CDD c/o Rizzetta & Company 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 ("CLIENT") on the terms and conditions listed below and Pages 2 and 3 of this Agreement for Professional Services.

Project Name: 13940 Lugano Ct. Rear Lot Survey

FDC Project No.: TBD

FDC Agreement No.: 20-119

Name and Address of Record Owner of Property (if not CLIENT): Jamie & Steven Reed

Legal Description of Property: Lakeside Phase 1A, 2A & 5, Lot 393

Section 34 Township 24 Range 17

Description of Services to be Performed: Prepare a boundary line survey of the rear lot line and locate physical improvements and landscaping along rear lot line. Field stake a lath every 10' along rear property line and obtain photographs.

I. FEE:

The fee for providing the requested service shall be: (A) ☒ (B) ☐ (C) ☐

(A) A Lump Sum Charge of \$1,500

(B) A Time Charge Hourly Rates/Budget Estimate Amount of _____

(C) A Time and Material Charge utilizing current hourly rates (attached).

Note: Hourly rates outlined in this Agreement are subject to change on January 1st of each year.

In addition, the CLIENT will be responsible for out-of-pocket expenses attributable to the project, which will be charged at cost plus a 15% administrative charge. Typical out-of-pocket expenses include travel, long distance toll calls, printing and reproduction costs, permit and processing fees, costs associated with outside consultants and other similar costs.

CLIENT: LAKESIDE CDD C/O RIZZETTA & COMPANY FLORIDA DESIGN CONSULTANTS, INC.

SIGNED: _____

SIGNED: Alfonso A. Belluccia

PRINTED NAME: _____

TYPED NAME: Alfonso A. Belluccia, P.E.

TITLE: _____

TITLE: Executive Vice President

DATE: _____

DATE: 11/12/20

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PROVISIONS

1. **ACCEPTANCE:**

Execution of this Agreement indicates that the CLIENT understands and agrees that this document is an enforceable contract and that performance and compliance with all of its stated terms and conditions is required.

2. **PAYMENT:**

Payment for the services outlined in this Agreement will be made within thirty (30) calendar days from the invoice date for any portion of the work. If payment is not made in this manner, FDC may, in its sole discretion and upon seven days' written notice to the CLIENT, suspend performance of services under this Agreement. Unless payment in full is received by FDC within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, FDC shall have no liability to the CLIENT for delay or damage experienced by the CLIENT as a result in whole or in part of such suspension of services.

The CLIENT agrees that invoices not paid after they have been outstanding for thirty (30) calendar days shall accrue interest at 1-1/2% per month.

3. **TERMINATION:**

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of the CLIENT to make payments to FDC in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

4. **AUTHORIZATION TO PROCEED:**

Unless stated otherwise in the Agreement, CLIENT'S execution of this Agreement will constitute authorization for FDC to proceed with the work.

5. **INDIVIDUAL LIABILITY:**

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2019), INDIVIDUAL EMPLOYEES OR AGENTS OF FDC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

6. **LIMITS OF LIABILITY:**

FDC's liability for damages to the CLIENT shall not exceed, to the maximum extent permitted by law, the compensation received by FDC in accordance with this Agreement. The limitations of liability apply whether liability arises due to breach of contract or warranty; tort, including negligence, statutory liability, or any other cause of action. Per paragraph 5 and as per Florida Statute §558.0035, no individual employees or agents of FDC may be held individually liable for negligence. CLIENT'S sole legal remedy for said negligence is against FDC and subject to the limitations of liability provided herein.

7. **THIRD PARTY BENEFICIARIES:**

This Agreement gives no rights, benefits, etc. to anyone other than the CLIENT and FDC and both parties agree that there are no third party beneficiaries. However, to the extent that the professional services FDC is tasked to perform are for the benefit, in whole or in part, of a third party said third party shall be bound by the limitations of liability identified in paragraphs 5 and 6 of this Agreement.

8. **APPLICABLE LAW; VENUE; ATTORNEYS' FEES AND COSTS:**

This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this Agreement shall be instituted and maintained exclusively in the Circuit or County Courts in and for Pasco County, Florida, or the United States District Court for the Middle District of Florida. If FDC should prevail in any action against the CLIENT alleging the CLIENT'S nonperformance of this Agreement, FDC shall be entitled to recover from the CLIENT all attorneys' fees, litigation expenses, and collection costs incurred by FDC in connection with such action.

PROVISIONS

(continued)

9. **CLIENT SUPPLIED INFORMATION:**

The CLIENT understands and agrees that unless stated otherwise within this Agreement, all information, plans, reports, data, etc. provided by the CLIENT or the CLIENT'S consultants, agents, etc. will be relied upon by FDC as being correct and accurate. FDC will not be held responsible for errors, corrections, rework, etc. that may be required as a result of FDC's reliance upon these documents.

10. **SEVERABILITY AND SURVIVAL:**

In the event that any provisions of this Agreement are found to be invalid, illegal or unenforceable, the enforceability of all remaining provisions shall not be thereby impaired. Termination of this Agreement, regardless of the cause, shall have no effect on the individual or corporate limitations of liabilities outlined in this Agreement.

11. **OWNERSHIP OF DOCUMENTS (REVISED):**

Any plans, reports or other documents prepared by FDC as a result of this Agreement are the property of the CLIENT and FDC. The CLIENT has a right to any originals or copies of any documents by paying the appropriate copying costs.

12. **ASSIGNABILITY:**

This Agreement is not assignable by the CLIENT without the written authorization of FDC.

13. **MERGER:**

This Agreement is the final negotiated Agreement between FDC and CLIENT and it supersedes and replaces any and all prior oral or written Agreements. This Agreement may only be modified in writing signed by the parties.

Tab 9

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 16th day of November, 2020 by and between FLORIDA DESIGN CONSULTANTS, INC. (FDC), 20525 Amberfield Drive, Suite 201, Land O' Lakes, FL 34638 Phone: 727-849-7588 Fax: 727-848-3648 and Lakeside CDD c/o Rizzetta & Company 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 ("CLIENT") on the terms and conditions listed below and Pages 2 and 3 of this Agreement for Professional Services.

Project Name: Lakeside (Lakemont Drive Traffic Calming)
FDC Project No.: TBD
FDC Agreement No.: 20-119A

Name and Address of Record Owner of Property (if not CLIENT): _____

Legal Description of Property: Lakeside CDD – Lakemont Drive

Section 34, 35 Township 24 Range 17

Description of Services to be Performed: Lakeside CDD (Client) was presented with five traffic calming options for consideration. Client will select up to three of the five options. FDC will prepare a construction plan showing the selected options for the CDD's use in bidding and construction. Permitting and construction administration services are not included.

I. FEE:

The fee for providing the requested service shall be: (A) ☒ (B) ☐ (C) ☐

(A) A Lump Sum Charge of \$2,400

(B) A Time Charge Hourly Rates/Budget Estimate Amount of _____

(C) A Time and Material Charge utilizing current hourly rates (attached).

Note: Hourly rates outlined in this Agreement are subject to change on January 1st of each year.

In addition, the CLIENT will be responsible for out-of-pocket expenses attributable to the project, which will be charged at cost plus a 15% administrative charge. Typical out-of-pocket expenses include travel, long distance toll calls, printing and reproduction costs, permit and processing fees, costs associated with outside consultants and other similar costs.

CLIENT: LAKESIDE CDD C/O RIZZETTA & COMPANY FLORIDA DESIGN CONSULTANTS, INC.

SIGNED: _____

SIGNED: Alfonso A. Belluccia

PRINTED NAME: _____

TYPED NAME: Alfonso A. Belluccia, P.E.

TITLE: _____

TITLE: Executive Vice President

DATE: _____

DATE: 11/16/20

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PROVISIONS

1. **ACCEPTANCE:**

Execution of this Agreement indicates that the CLIENT understands and agrees that this document is an enforceable contract and that performance and compliance with all of its stated terms and conditions is required.

2. **PAYMENT:**

Payment for the services outlined in this Agreement will be made within thirty (30) calendar days from the invoice date for any portion of the work. If payment is not made in this manner, FDC may, in its sole discretion and upon seven days' written notice to the CLIENT, suspend performance of services under this Agreement. Unless payment in full is received by FDC within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, FDC shall have no liability to the CLIENT for delay or damage experienced by the CLIENT as a result in whole or in part of such suspension of services.

The CLIENT agrees that invoices not paid after they have been outstanding for thirty (30) calendar days shall accrue interest at 1-1/2% per month.

3. **TERMINATION:**

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of the CLIENT to make payments to FDC in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

4. **AUTHORIZATION TO PROCEED:**

Unless stated otherwise in the Agreement, CLIENT'S execution of this Agreement will constitute authorization for FDC to proceed with the work.

5. **INDIVIDUAL LIABILITY:**

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2019), INDIVIDUAL EMPLOYEES OR AGENTS OF FDC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

6. **LIMITS OF LIABILITY:**

FDC's liability for damages to the CLIENT shall not exceed, to the maximum extent permitted by law, the compensation received by FDC in accordance with this Agreement. The limitations of liability apply whether liability arises due to breach of contract or warranty; tort, including negligence, statutory liability, or any other cause of action. Per paragraph 5 and as per Florida Statute §558.0035, no individual employees or agents of FDC may be held individually liable for negligence. CLIENT'S sole legal remedy for said negligence is against FDC and subject to the limitations of liability provided herein.

7. **THIRD PARTY BENEFICIARIES:**

This Agreement gives no rights, benefits, etc. to anyone other than the CLIENT and FDC and both parties agree that there are no third party beneficiaries. However, to the extent that the professional services FDC is tasked to perform are for the benefit, in whole or in part, of a third party said third party shall be bound by the limitations of liability identified in paragraphs 5 and 6 of this Agreement.

8. **APPLICABLE LAW; VENUE; ATTORNEYS' FEES AND COSTS:**

This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this Agreement shall be instituted and maintained exclusively in the Circuit or County Courts in and for Pasco County, Florida, or the United States District Court for the Middle District of Florida. If FDC should prevail in any action against the CLIENT alleging the CLIENT'S nonperformance of this Agreement, FDC shall be entitled to recover from the CLIENT all attorneys' fees, litigation expenses, and collection costs incurred by FDC in connection with such action.

PROVISIONS

(continued)

9. CLIENT SUPPLIED INFORMATION:

The CLIENT understands and agrees that unless stated otherwise within this Agreement, all information, plans, reports, data, etc. provided by the CLIENT or the CLIENT'S consultants, agents, etc. will be relied upon by FDC as being correct and accurate. FDC will not be held responsible for errors, corrections, rework, etc. that may be required as a result of FDC's reliance upon these documents.

10. SEVERABILITY AND SURVIVAL:

In the event that any provisions of this Agreement are found to be invalid, illegal or unenforceable, the enforceability of all remaining provisions shall not be thereby impaired. Termination of this Agreement, regardless of the cause, shall have no effect on the individual or corporate limitations of liabilities outlined in this Agreement.

11. OWNERSHIP OF DOCUMENTS (REVISED):

Any plans, reports or other documents prepared by FDC as a result of this Agreement are the property of the CLIENT and FDC. The CLIENT has a right to any originals or copies of any documents by paying the appropriate copying costs.

12. ASSIGNABILITY:

This Agreement is not assignable by the CLIENT without the written authorization of FDC.

13. MERGER:

This Agreement is the final negotiated Agreement between FDC and CLIENT and it supersedes and replaces any and all prior oral or written Agreements. This Agreement may only be modified in writing signed by the parties.

Traffic Calming Methods

Speed Humps:



Slow vehicles to 10-20 mph, can be asphalt or rubber, Disadvantage: Also slow emergency vehicles.

Speed Cushions:



Slow vehicles to 15-20 mph, Advantage: Emergency vehicles can straddle without slowing.

Speed Tables:



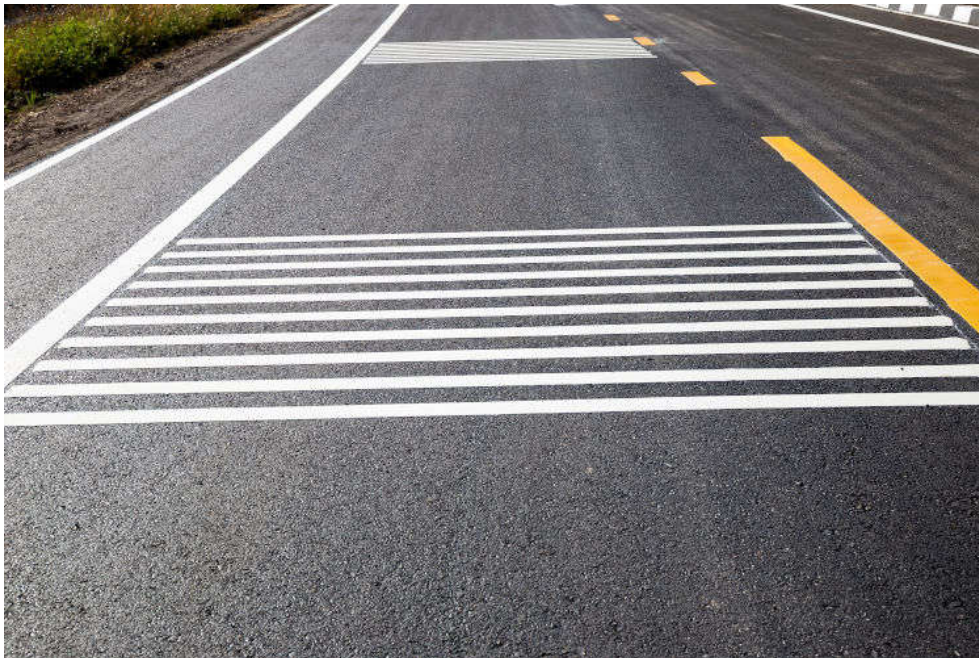
Slow vehicles to 20-25 mph. Advantage: Less aggressive, smoother to pass over than speed humps, do not slow emergency vehicles as much as humps.

Radar Signs:



Display speed data, making driver aware they are driving too fast, leading them to slow down. Also gather traffic data and statistics. Disadvantage: Non-physically interactive calming method relying on driver to correct behavior.

Transverse Rumble Strips:



Low cost method of calming. Disadvantage: Only reduces speeds by 2-8 mph.

Tab 10

Consideration: \$10.00
Documentary Stamps: \$.70

Prepared by and when
recorded return to:

Rachael L. Greenstein, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road
Suite 210
Clearwater, Florida 33764

Parcel Nos. 34-24-17-0100-00R00-0000; 34-24-17-0110-00M00-0000; 34-24-17-0120-00F00-0000; 34-24-17-0120-0R100-0000; 34-24-17-0130-00J00-0000; 34-24-17-0130-0P100-0000; 34-24-17-0130-0R100-0000

QUIT CLAIM DEED

THIS QUIT CLAIM DEED (“Deed”) is made this ____ day of November, 2020, by **WSC-L LAKESIDE INVESTORS V, L.L.C.**, a Delaware limited liability company (“**Grantor**”), whose address is 14502 N. Dale Mabry Highway, Suite 327, Tampa, Florida 33618, in favor of **LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“**Grantee**”), whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Pasco County, Florida (“**Property**”):

SEE EXHIBIT “A”

Together with all appurtenances thereunto appertaining, and all fixtures and improvements located thereon.

TO HAVE AND TO HOLD the Property, together with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever. By acceptance hereof, Grantee acknowledges its responsibility for maintenance and operation of the Property.

This conveyance is subject to: (a) governmental requirements and restrictions (including, without limitation, zoning and land use ordinances); and (b) all easements, covenants, conditions, restrictions, reservations and other matters of record; however, reference hereto will not operate to reimpose the same.

THIS IS A CONVEYANCE OF PROPERTY PREVIOUSLY DEDICATED BY PLAT TO THE COMMUNITY DEVELOPMENT DISTRICT FOR THE PURPOSES SET FORTH IN THE APPLICABLE PLATS. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, sealed and delivered
in the presence of:

WSC-L LAKESIDE INVESTORS V, L.L.C.,
a Delaware limited liability company

Print Name: _____

By: Landeavor Lakeside Managers, LLC,
a Delaware limited liability company
Its: Administrative Member

Print Name: _____

By: _____
Adam T. Lorry, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of November, 2020, by Adam T. Lorry, as President of Landeavor Lakeside Managers, LLC, a Delaware limited liability company, the Administrative Member of WSC-L Lakeside Investors V, L.L.C., a Delaware limited liability company, on behalf of such entities, (*check one*) ☐ who is personally known to me or ☐ who has produced a _____ as identification.

Notary Public, State of Florida
My Commission Expires:
Affix Notary Seal Below:

[Signatures Continued on Following Page]

[Grantee's Signature Page to Quit Claim Deed]

ACCEPTED BY GRANTEE:

Signed, sealed and delivered
in the presence of:

**LAKESIDE COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to Chapter 190,
Florida Statutes

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization, this ____ day of November, 2020, by _____, as
_____ of the Lakeside Community Development District, a local unit of special-purpose
government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, (*check one*)
/____/ who is personally known to me or /____/ who has produced a _____ as
identification.

Notary Public, State of Florida
My Commission Expires:
Affix Notary Seal Below:

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT R, LAKESIDE PHASES 1B AND 2B, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 79, PAGES 1 THROUGH 5, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

AND

TRACT M, LAKESIDE PHASE 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 77, PAGES 139 THROUGH 144, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

AND

TRACTS F AND R-1, LAKESIDE PHASE 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 78, PAGES 91 THROUGH 97, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

AND

TRACTS J, P1, AND R-1, LAKESIDE PHASE 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 78, PAGES 98 THROUGH 102, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.