

**TESORO COMMUNITY
DEVELOPMENT DISTRICT**

**TESORO
WETLANDS BOUNDARY AND LAKE BANKS
LANDSCAPE SERVICES**

Request for Proposals No. 2018-200

PROJECT MANUAL

Issue Date: October 19, 2018

District Engineer: Culpepper & Terpening
2980 South 25th Street
Fort Pierce, FL 34981

District Manager: George Flint
Governmental Management Services
135 West Central Blvd., Suite 320
Orlando Florida, 32801

TESORO COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR PROPOSAL NUMBER 2018-200
WETLANDS BOUNDARY AND LAKE BANKS
LANDSCAPE SERVICES**

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**TESORO COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS**

**Wetlands Boundary and Lake Banks Landscape Services
St. Lucie County, Florida**

Notice is hereby given that the **Tesoro Community Development District** (referred to herein as the "District" or the "Owner") request proposals to provide maintenance services (Request for Proposals No. 2018-200) including but not limited to, landscape maintenance of wetlands boundary and lake banks areas throughout the District, as more specifically set forth in the project manual.

The project manual comprised of proposal and contract documents will be available for the public inspection and may be obtained beginning **Friday, October 19, 2018**, at 10:00 a.m. at the office of the District Manager, 135 West Central Blvd., Suite 320, Orlando, Florida 32801, ATTN: Lauren Vanderveer at 407-841-5524.

Firms desiring to provide services for this project must submit six (6) copies of the required proposal no later than **Monday, November 19, 2018 by 2:30 p.m.** at the office of the District Manager, 135 West Central Blvd., Suite 320, Orlando, Florida 32801, at which time the proposals will be publicly opened. Proposals must be submitted in a sealed envelope pursuant to the Instructions to Proposers. Proposals received after the time and date stipulated above will be returned unopened to the Proposer.

Ranking of Proposals will be made in accordance with the criteria set forth in the ranking worksheet contained within the Request for Proposal. The District reserves the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the District.

Tesoro Community Development District
George Flint, District Manager

TESORO COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL NUMBER 2018-200 WETLAND BOUNDARY AND LAKE BANKS LANDSCAPE SERVICES

INSTRUCTIONS TO PROPOSERS

1. **Due Date:** Sealed proposals must be received no later than **Monday, November 19, 2018 at 2:30 p.m.** at the office of the District Manager, 135 West Central Blvd., Suite 320, Orlando, Florida 32801 ATTN: George S. Flint. Proposals will be opened publicly at that time.
2. **Signature on Proposal:** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt and Proposal Signature Form. 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.
3. **Familiarity with Laws:** 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.
4. **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.
5. **No Proposer shall submit more than one proposal.** Proposers shall be disqualified and their proposals rejected if 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 existing contract, or for failure to demonstrate proper licensure and business organization.
6. **Interpretations and Addenda:** All questions about the meaning or intent of the proposal documents are to be directed in writing to the District Manager. Interpretations or clarifications considered necessary by the District Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than seven (7) days prior to the date of opening of proposals may not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers.

7. Submission of Proposal: Submit one (1) original and 5 (five) copies of the proposal forms, the proposal security and 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 PROPOSAL NO. 2018-200 ENCLOSED) on the face of it.
8. 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 sixty (60) days.
9. Proposal Documents: The Request for Proposal will be available on **Friday, October 19, 2018** from the District Office, 135 West Central Blvd., Suite 320, Orlando, Florida 32801. Contact Stacie Vanderbilt at 407-841-5524.
10. Proposal Form: All blanks on proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgment Form). In making its proposal, each Proposer represents that it has read and understands the proposal documents and that the proposal is made in accordance therewith, including verification of contents of proposal package against the Table of Contents.
11. Basis of Award/Right to Reject or Award: 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 appropriate.
12. Contract Award: It is anticipated that the within thirty (30) days of receipt of the Notice of Award, the Proposer will enter into and execute the Contract with the District.
13. Pre-Proposal Conference: A voluntary pre-proposal conference will be held on Wednesday, November 7, 2018 at 11:00 AM at the Tesoro Club, 2000 SE Via Tesoro Blvd., Port St. Lucie, FL 34894. The Proposer is assumed to be familiar with the area and any natural features which will in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility. **Any on-site visits must be scheduled with the District Office by contacting George S. Flint at 407-841-5524. Proposers must have an escort arranged by District Office for any on-site visits.**
14. Insurance: All Proposers shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage and including the required minimum coverages and information as listed below. In the event the Proposer is notified of award, it shall provide proof of Insurance Coverage within fourteen (14) calendar days after notification, or within such approved extended period as the Owner may grant. Failure to provide proper proof of insurance coverage shall constitute a default. The following minimum limits must be maintained during the duration of the Contract without exception

and failure to do so shall constitute a default.

A. Minimum Limits

Commercial General Liability:	\$2,000,000 per occurrence
Automobile Liability:	\$2,000,000 per occurrence
Workers Compensation:	Statutory
Employers Liability	\$1,000,000

B. Please include the following on the certificate of insurance:

1. Reference the Tesoro Community Development District and contract number on the certificate.
2. All coverage must be written with an insurance carrier that has an A.M Best's Key Rating of at least A and a financial rating of VII.
3. State additional insured on certificate and mark box with a "Y" for certificate holder as additional insured. Additional insured: *Tesoro Community Development District must be individually listed as additional insured with respect to all coverage, except workers compensation and employers liability.*
4. General liability must include contractual liability
5. Waiver of subrogation: *"A Waiver of subrogation applies in favor of Tesoro Community Development District with respects to all coverage."*
6. A 30 days notice of cancellation is required.
7. All Auto policies need to cover "any Auto" or "Hired, Non-Owned and scheduled."
8. An authorized agent must sign the certificate.
9. Certificate Holder MUST Read: Tesoro Community Development District
Attn: District Manager
135 West Central Blvd., Suite 320
Orlando, Fl. 32801
15. Indemnification: The successful Proposer shall fully indemnify and hold harmless District, the District Manager and the District Engineer, 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.
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.

17. Stormwater Management System Infrastructure: The successful Proposer shall operate in conformance with the ACOE permits including all modifications and SFWMD permits for the areas within the contract.
18. All proposals shall include the following information in addition to any other requirements of the proposal documents:
 - A. A narrative description of the Proposer's approach to providing the services as described in the scope of services, provided herein. (Limited to 5 pages).
 - B. Proposer's organizational chart.
 - C. List position or title and corporate responsibilities of key management or supervisory personnel-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.
 - E. Financial statements for 2016, 2017 and YTD 2018.
 - F. A list and description of environmental projects undertaken for each of the last three (3) years, including the scope of services provided, the name of the project owner and a contact name and phone number.
 - G. A listing of the total annual dollar value of work, as described above under F, completed for each of the last three (3) years.
 - H. List all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
 - I. Three References, including the name address and phone number of a contact person, from projects of similar size and scope. The references may, but are not required to, overlap with projects or current contracts as listed above under F and H.
 - J. Current certificates of insurance including certificates for any sub-contractors that will be used.
 - K. A list of any and all lawsuits that the Proposer is or has been a party to in the past five (5) years.
 - L. A list of any and all licensure disciplinary actions the Proposer or its employees is or has been a party to in the past five (5) years.
 - M. Completed copies of all other forms included within the proposal documents

19. Any protest regarding the Proposal Documents, 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. 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.
20. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the proposal documents.

TESORO COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR PROPOSAL NUMBER 2018-200
WETLANDS BOUNDARY AND LAKE BANKS
LANDSCAPE SERVICES**

EVALUATION CRITERIA

- 1. Personnel (25 points)**

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; Evaluation of uncompleted work load; proposed staffing levels, etc.)
- 2. Experience (25 points)**

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for the Districts in other contracts; character, integrity, reputation, of respondent, etc.)
- 3. Understanding of Scope of Work (25 points)**

Does the proposal demonstrate an understanding of the District's needs for the services Requested?
- 4. Financial Capability (10 points)**

Demonstration of financial resources and stability as a business entity, necessary to Complete the services required.
- 5. Price (15 points)**

Points available for price will be allocated as follows:

10 points will be awarded to the Proposer submitting the lowest total bid for completing the work for the **initial two-year term** of the contract. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's bid and the low bid.

5 points are allocated for the reasonableness of unit prices.

Check reference to term of contract throughout the bid paperwork

PRICE SHEET

TASK	Totals
Vegetation Trimming	Annual Maintenance Cost
Subtotal	\$ 42,525
Weed Control	Annual Maintenance Cost
Subtotal	\$ 42,525
Litter Removal	Annual Maintenance Cost
Subtotal	\$ 9,450
Total	\$ 94,500

Notes:

1. The amounts listed above are fixed fees for the time period noted. The fixed fee shall include the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials and all taxes).
2. Refer to the scope of services for the specific description and frequency of the services to be provided.
3. Invoices will be submitted monthly, prorated, based on the above fees.

BASIC ORGANIZATION INFORMATION

1. Proposer ^{dba} Wellington Professional Lawn Care
[Company Name]
G & C Ear Care Inc.

☐ An Individual
☐ A Limited Liability Company
☐ A Limited Liability Partnership
☐ A Partnership
☒ A Corporation
☐ A Subsidiary Corporation

2nd Contact Name Bob Zulli Title General Manager

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. List the location of the Proposer's office which would perform Districts' work.

Street Address 3132 Fortune Way Suite D9

P.O. Box (if any) _____

City Wellington State FL Zip Code 33414

Telephone 561-790-5296 Fax no. 561-790-1861

1st Contact Name Geoffrey Phillips Title President

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

yes (X) (Proceed to Question 6.1) no () (Proceed to Question 6.2)

- 6.1 If yes, provide the following:

Is the Company in good standing with the Florida Secretary of State Division of Corporations? yes (X) no ()

If no, please explain

Date incorporated 6-9-1988 Charter No. M 84642

- 6.2 If no, provide the following: n/a

The State in which Proposer is incorporated? _____

Is the Company in good standing with that State? yes () no ()

If no, please explain

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida? yes () no ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the State of Florida? *n/a.*

Yes () (Proceed to Question 7.1) No () (Proceed to Question 7.2)

- 7.1 If yes, is the Proposer registered with the Florida Department of State,
Division of Corporations? yes () no ()

If no, please explain

Is the Proposer in good standing with the State of Florida? yes () no ()

If no, please explain

Date Proposer was organized: _____

- 7.2 If no, provide the following:

The State in which Proposer is organized: _____

Is the Proposer in good standing with that State? yes () no ()

If no, please explain

Date Proposer was organized: _____

Is the Proposer registered as a foreign partnership or limited company
with the State of Florida? yes () no ()

If no, please explain _____

8. Does Proposer hold any registrations or licenses with the State of Florida
applicable to the contract? yes () no (X)

- 8.1 If yes, provide the following information and attach one (1) photocopy of
each listed license (attach additional sheets if necessary):

Type of registration _____

License No _____ Expiration Date _____

Qualifying individual _____ Title _____

List company(s) currently qualified under this license _____

- 8.2 Does the Proposer hold any registrations or licenses with St. Lucie
County and/or the State of Florida applicable to the contract?
yes () no (X)

If yes, please list and provide a photocopy of each listed license or
registration:

- 8.3 Does the Proposer hold any registrations or licenses with St. Lucie County
applicable to the contract? yes () no (X)

If yes, please list and provide a photocopy of each listed license or
registration:

9. List the Proposer's total annual dollar value of work completed for each of the last four (4) years starting with the latest year and ending with the most current year

(2015) \$ 4.41 Million, (2016) \$ 5.18 Million, (2017) \$ 5.26 Million
(2018YTD) \$ 4.68 Million

10. What are the Proposer's current insurance limits? (Provide a copy of applicant's Certificate of Insurance)

General Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000
Workers Compensation	\$ 1,000,000
Expiration Date	9-6-19 (GL/WC) 3-1-19 (Auto)

11. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no (X)

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

- 11.1 What is the Proposer's current worker compensation rating?

• 68 Experience Modification

- 11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years? yes (X) no ()

If yes, please describe each incident:

Marcos Pascual - 9-22-18. Struck by car in street - Returned to work 10/15/18
Dejala Courageux - 7-19-17. Cut fingers with hedge trimmer - Returned to work 9/12/17

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Tesoro Community Development District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

Wellington Professional Lawn Care
Name of Proposer

By: [Signature]

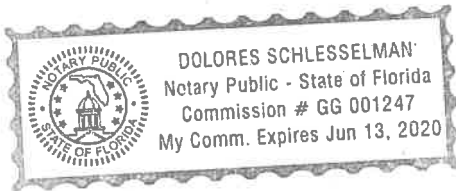
This 18th day of November, 2018

By: Geoffrey Phillips - President
[Type Name and Title of Person Signing]

(Apply Corporate Seal, if
filing as a corporation)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 18th day of November, 2018, by Geoffrey Phillips of the driver license who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



[Signature]
Signature of Notary taking acknowledgment

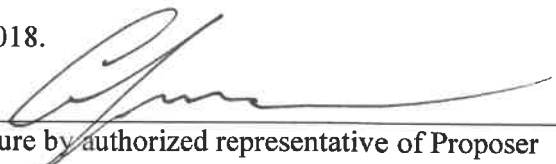
TESORO COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF NON-COLLUSION

STATE OF FLORIDA
COUNTY OF PALM BEACH


I Geoffrey R Phillips, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Director in the firm of Wellington Professional Lawn Care, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

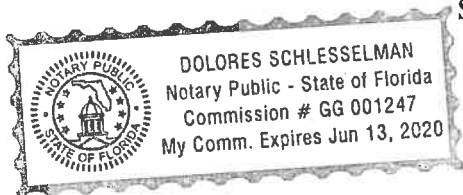
Dated this 18th day of November 2018.


Signature by authorized representative of Proposer

State of FLORIDA
County of PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of November, 2018, by Geoffrey Phillips, of the _____ who is personally known to me or who has produced driver license as identification and who did (did not) take an oath.


Signature of Notary taking acknowledgment



TESORO COMMUNITY DEVELOPMENT DISTRICT
ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM

This Proposal for environmental services has been submitted on this 17th day of November 2018 by Wellington Professional Landscaping [company] whose business address is PO Box 1134, Leesville, FL 33470, telephone number is 561-790-5296, and fax number is 561-790-1861.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Districts consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Tesoro Community Development District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____



Signature by authorized representative of Proposer

November 17th 2018
Date

EXHIBIT A – Contract Document

WELLINGTON AGREEMENT BETWEEN Professional Lawn Care AND THE TESORO COMMUNITY DEVELOPMENT DISTRICT REGARDING THE PROVISION OF WETLANDS BOUNDARY AND LAKE BANKS LANDSCAPE MAINTENANCE SERVICES

This Agreement is made and entered into this ____ day of _____, 2018 by and between The Tesoro Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Lucie County, Florida, and having offices at 135 West Central Blvd., Suite 320, Orlando, Florida 32801 ("the District"), and Wellington Professional Lawn Care ("the Contractor").

RECITALS

WHEREAS, the District was established by a rule of the Florida Land and Water Adjudicatory Commission for the purpose of providing stormwater management and wetlands mitigation maintenance services to all residences and commercial properties throughout the District; and

WHEREAS, the District has a need to retain an independent contractor to provide wetlands boundary and lake banks landscape services for certain lands within the District; and

WHEREAS, the District finds it in the best interest of the District to engage the services of the Contractor.

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

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

Section 2. Duties. The duties, obligations, and responsibilities of the Contractor are described in Exhibit "A" attached hereto. The location of the services is identified on Exhibit "B" attached hereto. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee. Additional duties may be specified by the District Manager or his designee.

Section 3. Compensation. District agrees to compensate the Contractor in accordance with the following schedule:

Monthly Treatment Costs - \$94,500 Annually (\$7,875 per month)

Contractor shall invoice the District for services performed monthly. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his designee.

Section 4. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 5. Term. This Agreement shall commence on _____, 20__ and shall continue for a period of one (1) year unless terminated in accordance with Section 11 below. This contract may be extended by up to two (2) additional one (1) year terms upon mutual agreement in writing by both the Contractor and District. This agreement may be extended on a month to month basis upon agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

Section 6. Insurance.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;
 - (ii) The District shall be named as additional insured
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and for property damage, provided coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

With a copy to:

Lewis, Longman & Walker PA
515 N. Flagler Drive, Suite 1500
West Palm Beach, Florida 33401
Attention: William G. Capko

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

Section 14. Assignment. Neither the District nor the Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.

Section 15. Controlling Law. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

Section 16. Public Records. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida Law.

Section 17. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 18. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction on any of the provisions of this Agreement.

Section 19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Section 20. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is George Flint ("Public

Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, OR AT 135 W. CENTRAL BLVD., SUITE 320, ORLANDO, FLORIDA 32801.

[SIGNATURES ON FOLLOWING PAGE]

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

ATTEST:

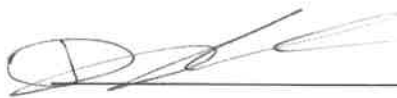
TESORO COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

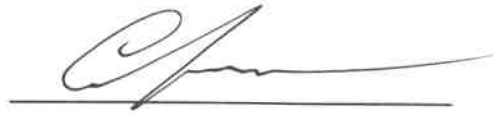
Chairman/Vice Chairman

ATTEST:

[CONTRACTOR] Wellington
Professional Lawn Care.



Print: Dolores Schlesselman



Print: Geoffrey Phillips
Title: President

EXHIBIT B

SCOPE OF SERVICES/PROJECT MANUAL

Overall Scope of Services- Definition

Attachment A-Scope of Services

Attachment B- Map of Service Levels

Overall Scope of Services-Definition

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

1.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Attachment A-Scope of Services between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the District. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the District. The District will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the District.

1.2 Key Personnel

1.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the District. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.

1.2.2 Contractor shall provide one (1) Manager who is knowledgeable of the Contractor's daily activities when performed at the site. The Manager shall serve as the point of contact between the District, Contractor and any other entity and shall be responsible for coordinating all scheduled services with the District and for the timely scheduling of scheduled or unscheduled environmental services.

1.2.3 Contractor shall provide at least one (1) full-time onsite Field Manager to observe and monitor the daily or routine activities of landscape "clean-up" and maintenance services on wetlands lake banks covered in the contract.

1.2.4 Contractor shall have key personnel office location within St. Lucie County and/or no more than twenty (20) mile from site.

1.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Personnel will wear clean uniform shirts of consistent design and color.

1.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees who communicate and interact with the community and any other customer/party associated with the Project are knowledgeable of the Project and the Services the Contractor is performing.

1.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable.

1.6 Facility Location

The District shall not provide a facility on the Project Site for the Contractor as part of this Scope of Services. The Contractor shall, upon receipt of written approval from the District, be allowed to temporarily store, if necessary, its materials and equipment on site at a District-selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site.

1.7 Subcontractors

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.
- Current certificates of insurance will be provided.

1.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.
- Current certificates of insurance will be provided.

1.9 Document Control and Data Management

1.9.1 Document Control

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A “document log” shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The “log” shall outline document titles and dates, the originator, received dates, and to/from information. This “log” shall be updated monthly and submitted to the Owner when requested.

1.9.2 Data Maintenance

The Contractor shall, after review with the Owner, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

1.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the District. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer or use of information
- Further action necessary

1.10 Verification of Data

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the District verbally and in writing, upon discovery.

1.11 Ownership of Data

It is to be understood that all data transmitted and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the District or third parties, are the sole properties of the District. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the District at the conclusion of the Project, after which, no copies of the data may be kept by the Contractor without the express written permission of the District.

The District shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the District immediately upon fourteen (14) days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the District.

1.12 Quality Control

The District will have the right, at any stage of the operation, to reject any or all of the Contractor's services and materials, which in the District's opinion does not meet the requirements of these specifications. The Contractor shall replace or reimburse the District for the cost of replacement or repairs, at the Contractor's own expense, those wetlands lake banks vegetation and plantings that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from irrigation system, if applicable, as directed by the District. All replacements shall meet the current size, specifications, and quality of surrounding related material. Any other CDD items damaged due to the Contractor's negligence shall be repaired or replaced as directed by the District at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the District.

If requested by the District, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the District, during these site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the District outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the District with a weekly updated maintenance log addressing all activities occurring in that week.

2.0 COORDINATION

The Contractor shall provide coordination with the District for all items associated with the requirements of this Agreement.

2.1 General Coordination

The Contractor shall meet with the District and its separate consultants as appropriate, on a monthly basis. Those meetings shall serve as forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the District of the Contractor. The Contractor shall prepare the agenda for those meetings and submit it to the District two working days prior to the date of each meeting. The Contractor shall record and distribute minutes of each meeting to all attendees within five (5) business days, as well as other parties with a “need-to-know” basis. The District shall provide the meeting location.

In addition, the Contractor shall provide a representative to attend the monthly meeting of the Board of Supervisors if requested to do so by the District. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day-to-day activities at the Project site pursuant to this Agreement.

Coordination of the construction, operation, and general maintenance at the Project is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with the need to know are crucial to the success of the Project. While all parties involved with the Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager and/or CDD District Field Manager
- CDD District Engineer
- CDD District Representative
- CDD Environmental Services Provider
- St. Lucie County and its various departments
- Florida Turnpike Authority
- Florida Department of Transportation
- SFWMD
- US Army Corps of Engineers
- Adjacent property owners, as directed by the District
- Tesoro Club operating staff and Golf Course maintenance staff

2.2 Contractor’s District Manager and Project Manager

Contractor shall designate an on-site representative who will be responsible for

overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the District and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (pager, cellular phone, or radio) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the District of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by District. Contractor will also provide District with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

2.3 Contractor's Vehicles and Equipment

Contractor service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel. All Contractor's vehicles must operate in a safe and courteous manner while on site. Pedestrians have the right-of-way, and service vehicles are expected to yield. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear when necessary.

2.4 Contractor's Additional Provisions

Property inspections will be conducted weekly by an authorized Contractor representative. Contractor will document and correct any landscape maintenance deficiencies that are identified within one week, or provide a status update for work requiring a longer period to accomplish. Weekly inspections will be conducted in conjunction with a management representative of the District. A monthly report will be provided to the client summarizing activities completed, in progress and planned. Contractor will be proactive in identifying any landscape site conditions that affect long-term plant health and vigor and will advise District, accordingly. While working within the boundaries of Tesoro Community, Contractor shall not display its company name and/or logo. Contractor will be required to have a "Tesoro Landscape Services" magnetic sign located on each side of its vehicle (driver and front passenger doors) while working within the limits of the Tesoro community.

3. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with landscape "clean-up" and maintenance services including trimming of vegetation, weed control, debris removal and trash removal, as required in this Agreement and defined in Attachment A-Scope of

Services. The contractor shall make a complete site inspection of Tesoro, specifically the areas of Districts maintenance. **Attachment A-Scope of Services** includes plan identifying the general limits of Districts maintenance by area. All landscaping of wetlands lake banks (from lake edge to top of lake slope as defined in Attachment A-Scope of Services within the Districts areas shall be maintained by this Contractor in accordance with the following requirements:

4. UNSCHEDULED MAINTENANCE AND REPAIRS

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required and any emergency maintenance and repairs as provide in the above noted Performance Specifications on an immediate basis.

5. ADMINISTRATION/MAINTENANCE/OPERATIONS PROGRAM

The Contractor shall develop policies and procedures and implement an Administration, Operation, and Maintenance Program. That program shall include, but not be limited to, the following:

5.1 General

5.1.1 This program shall be a comprehensive narrative and, where applicable, be a graphic/diagrammatic explanation of policies and procedures, which shall govern the Contractor's Services provided under this Agreement as generally outlined in Attachment A- Scope of Services. The program document shall contain key information relative to the major components described below.

The program document shall be presented in a three-ring binder using standard 8½ x 11 inch pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11 x 17 inch pages for diagrams and/or graphics that fold out if necessary. The document shall include as minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data dispersal).

5.1.2 The program document shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.

5.1.3 The Contractor shall prepare draft copies of the document for review and comment by the District within thirty (30) calendar days of the notice to proceed with the Services. The Contractor shall anticipate at least two (2) more additional reviews by the District prior to issuance of the final

document. All District comments shall be incorporated into the document. The Contractor shall be responsible for preparing and submitting the following number of copies of the program document to the District.

- First draft Six (6) bound copies, one (1) unbound copy
- Second draft Six (6) bound copies, one (1) unbound copy
- Third draft Six (6) bound copies, one (1) unbound copy
- Final document Ten (10) bound copies, two (2) digital copies on 3½ diskettes

5.2 Administration

- 5.2.1 The administration section of the program document shall, at a minimum, address those functions that are the responsibility of the Contractor related to all administrative matters generally described in Attachment A- Scope of Services and as outlined below.
- 5.2.2 Organization charts for administrative management functions shall include key personnel names, job titles, and phone numbers.
- 5.2.3 Policies and procedures related to the Contractor's program for communications with the community relative to general maintenance operations, customer services, and irrigation user issues.
- 5.2.4 Policies and procedures related to the coordination and communications with developers, builders, and others who are a part of the continuing development and construction of the community.
- 5.2.5 Personnel policies and procedures related to the Contractor's personnel performing services on the site.

5.3 Operations

- 5.3.1 The operations section of the program document shall, at a minimum, address those functions that are the responsibility of the Contractor related to all operations/customer service matters generally described in Attachment A- Scope of Services and as outlined below.
- 5.3.2 Organization charts for operations and customer service-related functions shall include key personnel names, job titles, and phone numbers.
- 5.3.3 Policies and procedures related to emergency situations including 24-hour notification, emergency phone numbers, Contractor mobilization and response time (refer to Section 6.2, Emergency Response Program for further details), etc.

5.3.4 Policies and procedures related to the Contractor's safety program.

5.4 Maintenance

5.4.1 The maintenance section of the program document shall, at a minimum, address those functions that are the responsibility of the Contractor related to all wetlands boundary landscape maintenance matters generally described in Attachment A- Scope of Services and as outlined below. The Administration, Operation and Maintenance Program shall be submitted by the Contractor for review and approval by the District Manager/District Field Manager. The Contractor shall modify the program as required by the District Manager/District Field Manager.

6. RESPONSE TIME

The Contractor shall provide services and repairs within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

6.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests and perform all repairs, inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, seven (7) days per week to respond to and correct any problems with any of the elements covered by this Agreement.

Response time, unless otherwise directed by the District, required by the Contractor for various maintenance activities is as follows:

- Standard maintenance activity adjustments: varies, as directed by Owner.
- Standard repairs: one week
- Emergency repairs: three (3) hours
- Unscheduled maintenance request: as needed, as soon as four (4) hours
- Plant material replacement: two (2) weeks

Should the Contractor fail to respond to a request for any services addressed in this Project Scope within the required allotted time, the District shall, at the Contractor's sole expense, provide the requested services.

6.2 Emergency Response Program

The Contractor shall develop, implement, and maintain an Emergency Response Program (ERP) for emergency work that must proceed immediately to avoid

property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Equipment failures
- Chemical spills

Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the District, District Manager, the community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the District.
- The ERP manual shall be included in the operations section of the Administrative/Maintenance/Operations program.

Attachment A- Scope of Services

Wetlands Boundary and Lake Banks Landscape Service Area Requirements

Scope of Services included under this contract will be the following activities within the areas described in Attachment B – Map of Service Levels:

- Trimming of Vegetation (Entire Service Area To be Completed 1 time per month)
 - All vegetation is to be trimmed neatly on wetland banks from the lake edge to the top of the lake slope
- Weed Control (Entire Service Area To be Completed 1 time per month)
 - Mechanical Weed Control is to be used on all service areas. The use of Herbicide treatment is permitted if it is deemed necessary by the Contractor and District Representative. All products to be applied using manufacturer's instructions and all state and federal regulations.
- Debris Removal/Trash Clean Up
 - All debris and trash found in the service areas is to be removed and disposed of by Contractor.

The contractor is to provide a crew to work within the Tesoro Community, providing landscape “clean-up” and maintenance services on wetlands lake banks (from lake edge to top of lake slope; See attached Map of Service Areas for service area schedule). The Contractor may adjust this schedule based upon specific District needs. This crew will be equipped with a four wheel drive utility cart including all landscape hand-tools and two-cycle engine equipment required for general work. The Contractor is responsible for having the Field Manager meet with the District Representative twice monthly to review the property and identify any areas not being maintained in accordance with the Scope of Services.

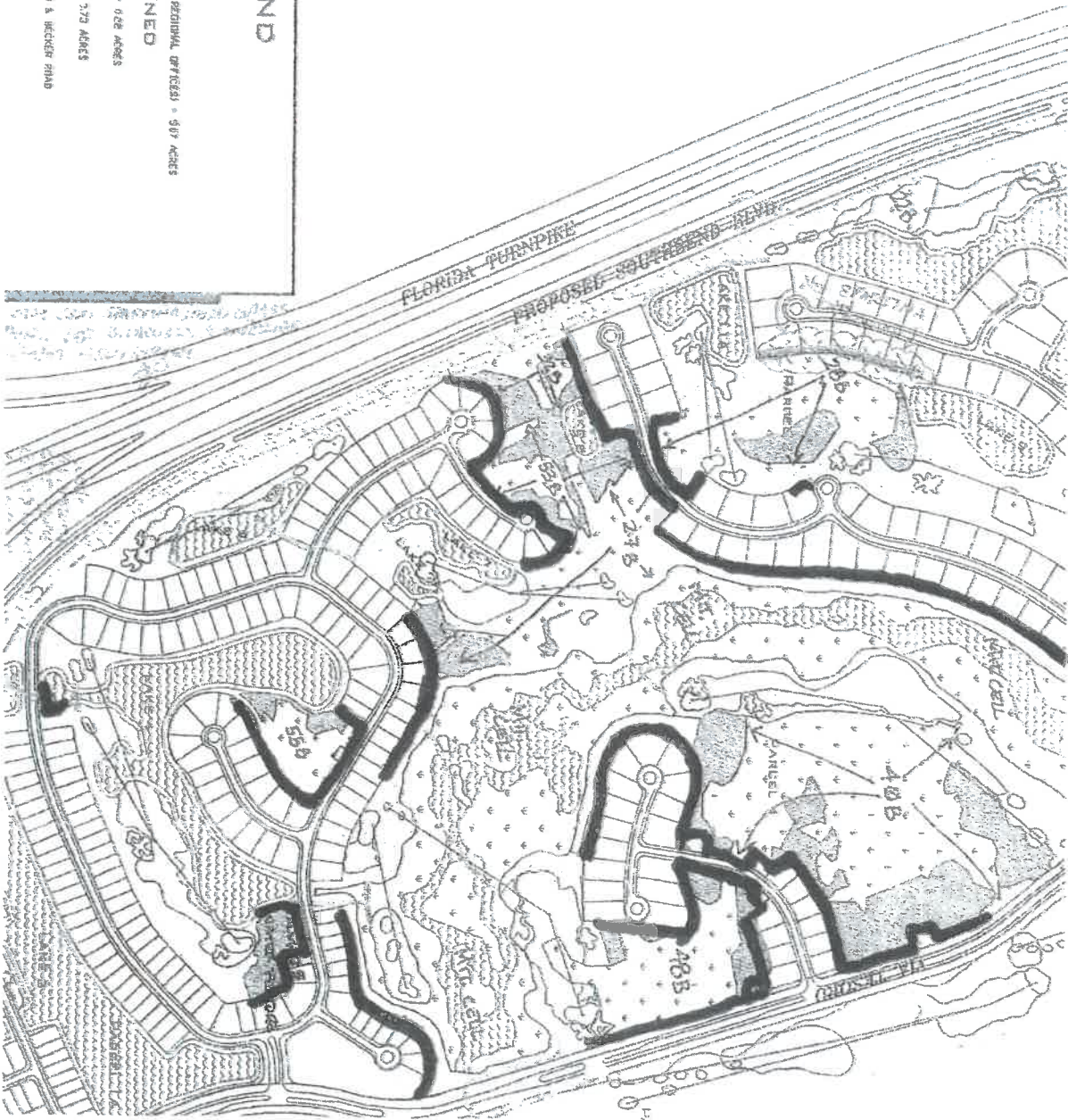
This regular work schedule will be during daylight hours Monday through Friday, for a total of forty (40) hours per week. In the event that the District requires the services of this crew for more than 40 hours in any given week, Contractor will offer these services on an overtime basis. Overtime will have to be authorized by a representative of the District.

See Map of Service Areas for more definition of Areas.

Attachment B- Map of Service Levels

LEGEND

- ☐ DUTY
- ☐ OWN OWNED (S.E. REGIONAL OFFICES) - 517 ACRES
- ☐ CITY OWNED
- ☐ 1177 STATION - 0.28 ACRES
- ☐ FIRE STATION - 3.73 ACRES
- ☐ NORTHWOOD BLVD & BECKER ROAD



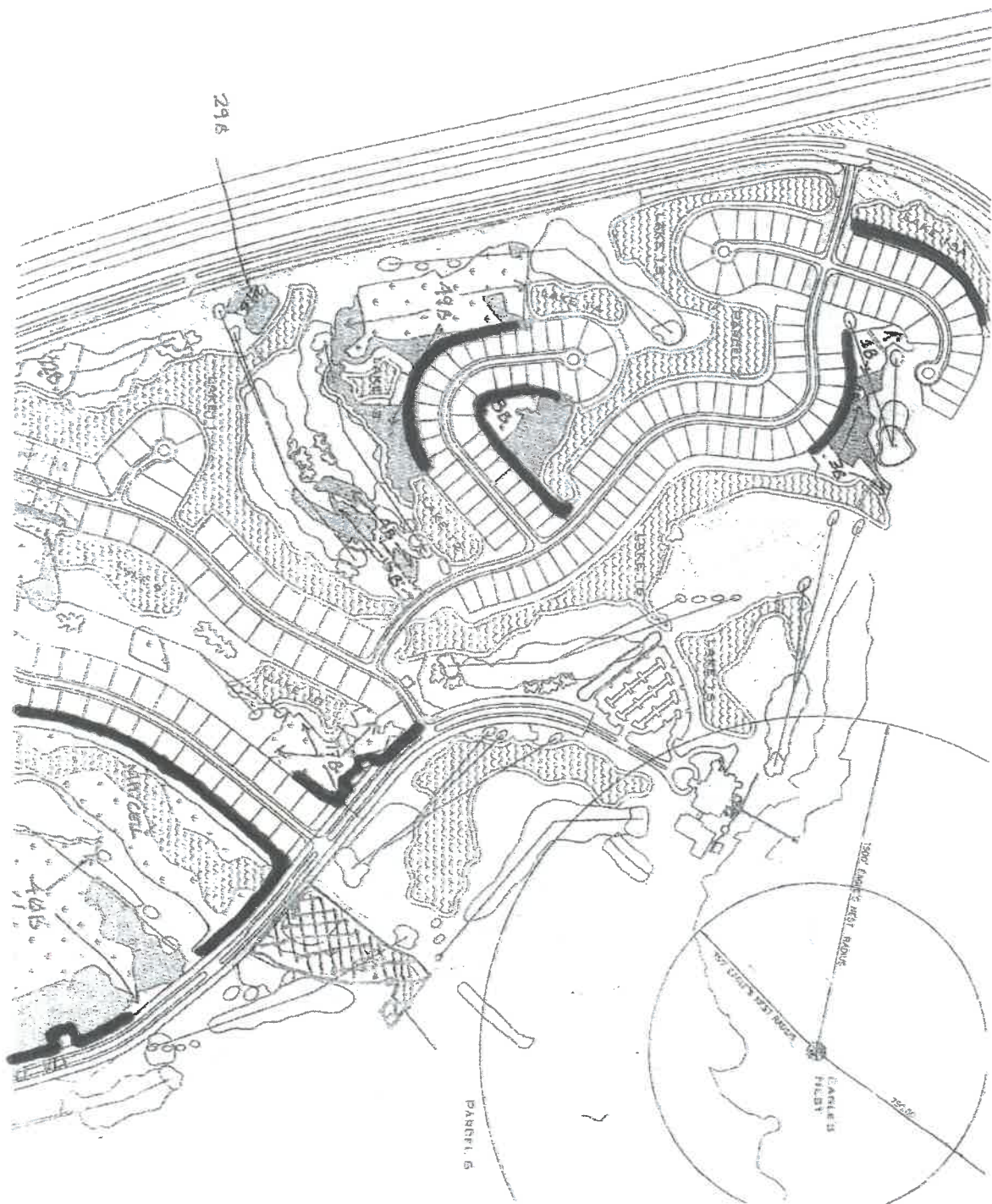


EXHIBIT C

EXAMPLE-WORK AUTHORIZATION FORM

<p style="text-align: center;"><u>Exhibit C</u> <u>Work Authorization</u> <u>Contract No. 2018-200</u></p>

Contract No. **2018-200**

Date: _____, 2018

Work Authorization No. __WA-____-____

To: (Company Name)

Pursuant to the Maintenance Services Agreement dated _____, the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Article 5 of the Agreement.

Description of Work Authorization services:

Bill to: District

The following is/are applicable to this Work Authorization as marked:

_____ A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of
\$ _____

_____ B. Contractor shall proceed immediately with this Work Authorization on a time and material basis in accordance with the contract Documents. Time and material tickets should be submitted daily to the Program Manager.

_____ C. Contractor shall proceed immediately with this Work Authorization on a unit price basis in accordance with the Contract Documents.

The total amount of this Work Authorization shall be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

Accepted and Agreed by Contractor:		For Owner:	
<u>Company Name</u>		<u>Tesoro Community Development District</u>	
By: _____	Date: _____	By: _____	Date: _____
By: _____	Date: _____	By: _____	Date: _____
For Review and Approval (if applicable):			
District Engineer:			
By: _____		Date: _____	
Completed by: _____		Date: _____	

EXHIBIT D - GENERAL RELEASE


The undersigned, for and in consideration of the payment of the sum of \$ 94,500, paid by Tesoro Community Development District, (hereinafter referred to as Owner), receipt of which is hereby acknowledged as complete compensation for performance of Contract Number 2018-200, does hereby fully and completely discharge and release the Owner, its agents, employees, consultants, officers, directors, successors and assigns, the District Manager, and the District Engineer from any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, liabilities, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the contract between the parties dated _____ (the Contract). The undersigned here certifies that all material men, suppliers, subcontractors or others furnishing labor, goods, supplies or materials in connection with the Contract have been fully paid and satisfied and hereby agrees to hold harmless and indemnify Owner from any such claims, liens, demands, judgments, causes of action, suits or other liabilities which Owner/Engineer may incur as a result of any such non-payment or other dispute. The undersigned further agrees that in the event Owner is required, in its sole discretion, to enforce this release or the Contract in court proceedings or otherwise, then Owner shall be allowed to recover reasonable attorneys fees and costs incurred, whether incurred at trial, on appeal or in alternative dispute resolution.

Witnesses:


Tajrian Chowdhury


MARIA C WERNISCH

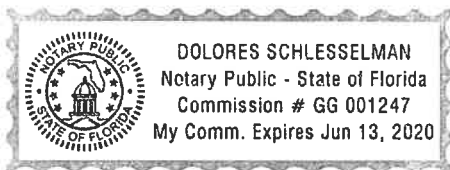
Wellington Professional Lawn Care
Print Name of Contractor


Authorized Signature

Geoffrey Phillips
President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 18th day of November, 2018, by Geoffrey Phillips, who is personally known / produced identification.




Notary Public
State of Florida at Large
My Commission Expires: June 13 2020

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the proposer.

Wellington Professional Lawn Care
Name of Organization

By: [Signature]

This 18th day of November, 2018

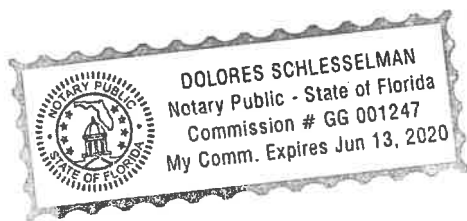
By: Geoffrey Phillips (President)
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: Florida

State of FLORIDA
County of PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of November, 2018, by Geoffrey Phillips, of the _____ who is personally known to me or who has produced driver license as identification and who did (did not) take an oath.



[Signature]
Signature of Notary taking acknowledgment

Company Information Requested As Part of Bid.

We are fortunate to have been doing this contract since 2011. If awarded the contract again we will carry on as we have previously done.

We have a large permanent based on site staff of 36 employees. This is supplemented by an Account Manager and a General Manager responsible for our entire operation in Tesoro. We also maintain the POA Common Areas, Homes and lots. Our staff includes 2 irrigation techs. On a daily basis we work out of a small office and secure yard in Jupiter, which is where our vehicles and equipment are stored overnight. There is no office function at this location.

I am the owner of the company which was formed in 1988 here in Wellington, Florida. I am the Qualifier for our irrigation licenses. We are not required by Port St Lucie to carry licenses with them. As long as we maintain our Palm Beach County Licenses and do not have an office within their boundary all is good.

The day to day running of our Tesoro Accounts is handled by Bob Zulli. Bob came to work for us in February 2015 as Assistant to the General Manager who ran that project. Within a year he took over the reins of the entire project. His prior experience as Senior Property Manager for GRS Management has been a great help to him in dealing with all aspects of his role.

The Account Manager for Tesoro is Jose Davila who has been with us since we started at Tesoro in 2011. He has now been in the landscape maintenance industry for over 20 years. He knows the property inside out. Over 40 per cent of the crew he runs has been with us since the beginning. He meets the CDD Manager every month for the inspection.

We have no plans to change the staffing levels we currently have at Tesoro.

Financial Statements are attached.

We currently maintain over 50 properties. The largest account we currently have is Tesoro which we have looked after since 2011. The next largest account is the Village of Wellington. We have three contracts with them. Primary Roadways, Secondary Roadways, and Canals / Horse Trails. These contracts are bid out every 5 to 6 years. We have just commenced (Oct 1st) these contracts for the third consecutive period. Overall it is a million dollar a year revenue account. This account has all the regular aspects of landscape maintenance plus we use tractors and side arm mowers on the canal tops and slopes. The Landscape Manager is Brian Hopper. Phone Number 561-791-4000. I would like to give him as a Reference.

The next largest account is Palm Beach Polo POA here in Wellington. We have been the main provider of landscape maintenance services in Palm Beach Polo for 15 years or more. We maintain both the POA areas, the Country Club Areas, and 13 sub associations within the Polo Club.

Here I would like to give 2 Further References.

Jim Taccone. Polo POA General Manager. 561-514-1800.

Beverly Gotlib. Senior Property Manager. 561-951-2899.

Manages many of the HOA's we maintain in and outside the Polo Club.

A handwritten signature in dark ink, appearing to be the initials 'GJ' or similar, located in the bottom right corner of the page.

Current certificates of insurance.

No lawsuits. (Except Vehicle Accident Claims)

No licensure Disciplinary Actions.

Many thanks,

A handwritten signature in black ink, appearing to read 'Geoffrey Phillips', with a long horizontal flourish extending to the right.

Geoffrey Phillips.

Owner.



WELLI-1

OP ID: KZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER R.V. Johnson Insurance 400 N. Cypress Drive, Suite 24 Tequesta, FL 33469 Donald L. Brady		561-745-8894		CONTACT NAME:		
				PHONE (A/C, No, Ext):	561-745-8894	FAX (A/C, No): 561-745-8871
				E-MAIL ADDRESS:	certificate@rvjohnson.com	
				INSURER(S) AFFORDING COVERAGE		NAIC #
				INSURER A : Auto-Owners Insurance Co		18988
				INSURER B : Florida Citrus, Business & Ind		
				INSURER C : Ohio Casualty Group		24074
				INSURER D :		
				INSURER E :		
				INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	72389283	09/06/2018	09/06/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Y	60562	09/06/2018	09/06/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	License Bond			LSF044829	09/30/2017	09/30/2019	Bond 2,000

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

CERTIFICATE HOLDER TESOR02 Tesoro Community Development District District Manager 135 W Central Blvd Suite 320 Orlando, FL 32801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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- b. This provision is subject to the following additional exclusions, applicable to this provision only:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

- c. The following is added to **SECTION III - LIMITS OF INSURANCE**:

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **SECTION II - WHO IS AN INSURED**, Paragraph 4. is deleted and replaced by the following:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or

form the organization or the end of the policy period, whichever is earlier;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

COMMERCIAL GENERAL LIABILITY
55373 (1-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

A. Under SECTION II - WHO IS AN INSURED, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. Under SECTION III - LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:

1. The following provision is added to 4. **Other Insurance:**

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

CUSTOMER NUMBER: 168649

RUN DATE: 11-12-18

LONG-ROSSI INSURANCE
222 US HWY 1, #214
TEQUESTA, FL 33469

TESORO COMMUNITY DEVELOPMENT DISTRICT A
TN: DISTRICT MANAGER
135 W CENTRAL BLVD STE 320
ORLANDO, FL 32801-2435

CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: TESORO COMMUNITY DEVELOPMENT DISTRICT ATTN: DISTRICT MANAGER 135 W CENTRAL BLVD STE 320 ORLANDO, FL 32801-2435	Named Insured: G & C CAR CARE, INC PO BX 1134 LOXAHATCHEE FL 33470
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Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 048319059			
X	1 – Any Auto		2 – Owned Autos Only
	4 – Owned Autos Other Than Priv. Pass. Autos Only	X	5 – Owned Autos Subject to No Fault
	7 – Specifically Described Autos		8 – Hired Autos Only
			9 – Non-owned Autos Only
Policy Effective Date: 03-01-2018		Policy Expiration Date: 03-01-2019	
Limits Of Insurance:	\$ 1,000,000	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			

Interested Party Type: ADDITIONAL INSURED - OTHER
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer: LONG-ROSSI INSURANCE	
Authorized Representative:	
Date: 11-12-18	

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Wellington Pro Lawn

Profit & Loss

January through December 2016

	Jan - Dec 16
Ordinary Income/Expense	
Income	
Assets Sold or Traded In	13,781.36
Sales	
Sales Write Offs	-1,177.29
Sales - Other	5,186,885.40
Total Sales	5,185,708.11
Total Income	5,199,489.47
Gross Profit	5,199,489.47
Expense	
Advertising	206.33
Automobile Expense	
Auto Insurance	109,415.73
Auto Repairs & Svc	
Towing service	200.00
Auto Repairs & Svc - Other	53,404.64
Total Auto Repairs & Svc	53,604.64
Gasoline Purchases	254,265.62
Parking Fees	130.00
Signage/New Vehicle Prep	159.00
Tags	4,488.78
Traffic Violations	1,521.70
Total Automobile Expense	423,585.47
Bank Service Charges	
Annual Fee	0.00
Bank Errors	-0.38
Credit Monitoring	79.45
Loan Financing Fees	452.00
Safe Deposit Box Rental	271.60
Wire Fees	182.80
Bank Service Charges - Other	1,075.58
Total Bank Service Charges	2,061.05
Charitable Donations	525.00
Communications	
Cell Phones	12,331.87
Phone/Internet Package	4,371.97
Telephone	12,055.18
Total Communications	28,759.02
Depreciation	
Sec179 Depreciation	359,858.87
Depreciation - Other	100,501.71
Total Depreciation	460,360.58
Dues and Subscriptions	252.00
Employee Benefits	
Health Ins	58,926.12
Total Employee Benefits	58,926.12
Equipment	
Equipment Purchase (Non-Deprec)	93,606.88
Equipment Rental	1,247.42
Total Equipment	94,854.30

Wellington Pro Lawn
Profit & Loss
January through December 2016

	Jan - Dec 16
Insurance	
Liability Ins	42,367.20
Workers Comp Ins	55,255.85
Insurance - Other	90.00
Total Insurance	97,713.05
Interest Expense	
Credit Card Interest	683.40
Vehicle Financing Interest	17,726.98
Total Interest Expense	18,410.38
Materials	
Aggregate Purchases	21,380.34
Fertilizer Purchases	40,240.98
Irrigation Supplies	147,946.94
Landscape Purchases	475,369.00
Pest Control Supplies	11,085.06
Sod Purchases	18,860.00
Waste Disposal Charges	46,509.51
Total Materials	761,391.83
Miscellaneous	0.00
Office Expenses	
Fire Extinguisher Services	246.98
Furniture/Equip (Non-deprec)	75.09
Office Supplies	11,226.68
Software	930.83
Total Office Expenses	12,479.58
Payroll Expenses	
Compensation of Officers	250,000.00
Salaries and Wages	2,258,605.15
Sales Commissions	0.00
Wages Overtime	46,829.68
Payroll Expenses - Other	13,234.83
Total Payroll Expenses	2,568,669.66
Permits	145.46
Postage	1,729.29
Printing and Reproduction	2,093.43
Professional Fees	
Accounting	2,350.00
Computer Support	2,146.00
Total Professional Fees	4,496.00
Rents	
Jupiter Office Rental	32,754.40
Post Office Box Rental	170.00
Rent (Garage D16)	1,510.50
Rent (Office D8/22)	46,749.36
Rent Office (D 9 & D 21)	33,125.00
Storage Charges	37,848.80
Total Rents	152,158.06
Repairs & Maintenance	
Damages	
Damages - Long/147 Rio Angelica	986.50
Damages - Other	2,183.00
Total Damages	3,169.50

Wellington Pro Lawn
Profit & Loss
 January through December 2016

	Jan - Dec 16
Equipment Repairs & Svc	108,270.29
Pump & Motor Repairs & Svc	10,849.90
Tractor Repairs & Svc	12,323.12
Trailer Repairs	1,399.95
Total Repairs & Maintenance	136,012.76
Staff Welfare	
Doctors / ER / Minor Accidents	1,322.92
Employee Training	2,985.64
Food, Water & Ice	10,813.50
Supplies	2,263.44
Staff Welfare - Other	138.21
Total Staff Welfare	17,523.71
Sub-Contract	
Electrical	1,035.00
Pest Control	95,852.08
Total Sub-Contract	96,887.08
Taxes	
Occupational License Fees	881.60
Payroll Taxes	
Federal Unemployment	5,229.98
FL - Unemployment Company	9,501.17
Medicare Company	37,053.91
Social Security Company	150,283.99
Total Payroll Taxes	202,069.05
Total Taxes	202,950.65
Travel	
Tolls	11,306.84
Total Travel	11,306.84
Uniforms	
Uniform Purchase	7,721.99
Total Uniforms	7,721.99
Utilities	
Data Backup Services	477.91
Electric & Gas	5,339.23
Total Utilities	5,817.14
Total Expense	5,167,036.78
Net Ordinary Income	32,452.69
Other Income/Expense	
Other Income	
Interest Income	
Bank Interest Income	173.74
Total Interest Income	173.74
Total Other Income	173.74
Other Expense	
North Expense Adjustments	
Administration Expenses	12,250.00
Equipment Lease Expense	40,192.16

8:17 PM
11/18/18
Cash Basis

Wellington Pro Lawn
Profit & Loss
January through December 2016

	Jan - Dec 16
Manager Expenses	
Health Insurance	-3,591.60
Liability Insurance	-1,921.04
Medicare Co Share	-1,114.21
Payroll	-76,842.66
Social Security Co Share	-4,764.23
Work Comp Insurance	-376.53
Total Manager Expenses	-88,610.27
Other Expenses	450.00
Vehicle / Trailer Lease Expense	84,403.28
X - North Offset Expenses	-48,685.17
Total North Expense Adjustments	0.00
Total Other Expense	0.00
Net Other Income	173.74
Net Income	32,626.43

Wellington Pro Lawn
Profit & Loss
 January through December 2017

	Jan - Dec 17
Ordinary Income/Expense	
Income	
Assets Sold or Traded In	40,240.00
Sales	
Sales Write Offs	-4,644.25
Sales - Other	5,243,178.81
Total Sales	5,238,534.56
Total Income	5,278,774.56
Gross Profit	5,278,774.56
Expense	
Advertising	485.00
Automobile Expense	
Auto Insurance	89,064.48
Auto Repairs & Svc	
Towing service	269.00
Auto Repairs & Svc - Other	51,555.44
Total Auto Repairs & Svc	51,824.44
Gasoline Purchases	296,919.32
Parking Fees	15.00
Tags	5,425.05
Traffic Violations	566.15
Vehicle Purchase Expenses	-18.09
Total Automobile Expense	443,796.35
Bank Service Charges	
Annual Fee	225.00
Bank Errors	-0.10
Credit Monitoring	192.48
Customer Checks Returned	-40.00
Loan Financing Fees	-27.00
Safe Deposit Box Rental	330.00
Bank Service Charges - Other	1,684.04
Total Bank Service Charges	2,364.42
Charitable Donations	50.00
Communications	
Cell Phones	11,223.85
Phone/Internet Package	6,229.78
Telephone	16,407.76
Total Communications	33,861.39
Depreciation	
Sec179 Depreciation	84,788.96
Depreciation - Other	53,081.00
Total Depreciation	137,869.96
Dues and Subscriptions	500.00
Employee Benefits	
Health Ins	50,815.84
Total Employee Benefits	50,815.84
Equipment	
Equipment Purchase (Non-Deprec)	116,744.12
Equipment Rental	5,487.64
Total Equipment	122,231.76

Wellington Pro Lawn
Profit & Loss
January through December 2017

	Jan - Dec 17
Insurance	
Bond Ins	175.00
Liability Ins	82,936.25
Workers Comp Ins	72,301.18
Insurance - Other	288.43
Total Insurance	155,700.86
Interest Expense	
Credit Card Interest	1,417.69
Vehicle Financing Interest	17,304.43
Total Interest Expense	18,722.12
Materials	
Aggregate Purchases	29,152.16
Fertilizer Purchases	50,710.58
Irrigation Supplies	147,015.98
Landscape Purchases	511,072.60
Pest Control Supplies	4,282.34
Sod Purchases	5,965.45
Waste Disposal Charges	43,540.52
Total Materials	791,739.63
Miscellaneous	0.00
Office Expenses	
Computers	596.20
Fire Extinguisher Services	317.80
Furniture/Equip (Non-deprec)	214.00
Office Supplies	11,616.32
Software	1,653.67
Total Office Expenses	14,397.99
Payroll Expenses	
Compensation of Officers	250,000.00
Salaries and Wages	2,467,798.04
Sales Commissions	0.00
Wages Overtime	85,627.63
Payroll Expenses - Other	-745.95
Total Payroll Expenses	2,802,679.72
Permits	325.00
Postage	1,883.37
Printing and Reproduction	1,915.41
Professional Fees	
Accounting	2,350.00
Computer Support	796.49
Professional Fees - Other	6,043.80
Total Professional Fees	9,190.29
Rents	
Jupiter Office Rental	31,342.06
Rent (Office D8/22)	44,878.51
Rent Office (D 9 & D 21)	41,449.31
Storage Charges	21,600.00
Total Rents	139,269.88
Repairs & Maintenance	
Damages	4,279.10

Wellington Pro Lawn
Profit & Loss
January through December 2017

	Jan - Dec 17
Equipment Repairs & Svc	74,392.36
Tractor Repairs & Svc	11,349.14
Trailer Repairs	303.70
Total Repairs & Maintenance	90,324.30
Staff Welfare	
Doctors / ER / Minor Accidents	2,459.99
Education	1,356.25
Employee Training	65.00
Food, Water & Ice	11,388.88
Supplies	1,795.64
Support	89.84
Staff Welfare - Other	29,729.86
Total Staff Welfare	46,885.46
Sub-Contract	
Electrical	5,126.00
Pest Control	89,046.57
Total Sub-Contract	94,172.57
Taxes	
Occupational License Fees	942.85
Payroll Taxes	
Federal Unemployment	5,354.92
FL - Unemployment Company	5,886.11
Medicare Company	40,632.94
Social Security Company	166,127.29
Total Payroll Taxes	218,001.26
Total Taxes	218,944.11
Travel	
Tolls	11,458.50
Total Travel	11,458.50
Uniforms	
Uniform Purchase	6,336.56
Uniforms - Other	191.40
Total Uniforms	6,527.96
Utilities	
Data Backup Services	119.40
Electric & Gas	5,683.16
Total Utilities	5,802.56
Total Expense	5,201,914.45
Net Ordinary Income	76,860.11
Other Income/Expense	
Other Income	
Interest Income	
Bank Interest Income	387.72
Total Interest Income	387.72
Total Other Income	387.72
Net Other Income	387.72
Net Income	77,247.83

Wellington Pro Lawn
Profit & Loss
January 1 through November 18, 2018

	Jan 1 - Nov 18, 18
Ordinary Income/Expense	
Income	
Assets Sold or Traded In	4,500.00
Sales	
Sales Write Offs	-5,238.66
Sales - Other	4,715,287.85
Total Sales	4,710,049.19
Total Income	4,714,549.19
Gross Profit	4,714,549.19
Expense	
Advertising	309.00
Automobile Expense	
Auto Insurance	89,281.76
Auto Repairs & Svc	54,870.23
Gasoline Purchases	239,054.52
Parking Fees	113.12
Signage/New Vehicle Prep	138.21
Tags	1,068.60
Traffic Violations	3,958.61
Total Automobile Expense	388,485.05
Bank Service Charges	
Bank Errors	-0.04
Credit Monitoring	179.66
Customer Checks Returned	1,800.00
Interest	592.41
Safe Deposit Box Rental	249.50
Bank Service Charges - Other	1,088.38
Total Bank Service Charges	3,909.91
Charitable Donations	818.00
Communications	
Cell Phones	26,221.75
Phone/Internet Package	6,100.56
Telephone	536.90
Total Communications	32,859.21
Dues and Subscriptions	76.00
Employee Benefits	
Health Ins	42,148.36
Total Employee Benefits	42,148.36
Equipment	
Equipment Purchase (Non-Deprec)	92,193.09
Equipment Rental	6,584.08
Total Equipment	98,777.17
Insurance	
Liability Ins	36,208.35
Workers Comp Ins	
Florida Citrus	15,147.00
Workers Comp Ins - Other	48,978.54
Total Workers Comp Ins	64,125.54
Insurance - Other	131.00
Total Insurance	100,464.89

Wellington Pro Lawn
Profit & Loss
January 1 through November 18, 2018

	Jan 1 - Nov 18, 18
Interest Expense	
Credit Card Interest	452.46
Total Interest Expense	452.46
Materials	
Aggregate Purchases	3,996.05
Fertilizer Purchases	33,619.72
Irrigation Supplies	121,458.77
Landscape Purchases	308,684.34
Pest Control Supplies	600.00
Waste Disposal Charges	33,437.56
Total Materials	501,796.44
Miscellaneous	8.95
Office Expenses	
Fire Extinguisher Services	107.00
Office Supplies	11,973.41
Software	1,499.89
Office Expenses - Other	488.74
Total Office Expenses	14,069.04
Payroll Expenses	
Compensation of Officers	182,384.56
Salaries and Wages	2,283,216.32
Sales Commissions	0.00
Wages Overtime	73,524.77
Payroll Expenses - Other	0.00
Total Payroll Expenses	2,539,125.65
Permits	850.00
Postage	1,381.68
Printing and Reproduction	2,216.42
Professional Fees	
Accounting	2,350.00
Computer Support	656.88
Professional Fees - Other	1,084.00
Total Professional Fees	4,090.88
Rents	
Jupiter Office Rental	27,450.64
Post Office Box Rental	214.00
Rent (Office D8/22)	40,116.85
Rent Office (D 9 & D 21)	41,187.62
Storage Charges	27,250.04
Total Rents	136,219.15
Repairs & Maintenance	
Damages	7,036.88
Equipment Repairs & Svc	95,740.19
Tractor Repairs & Svc	10,556.19
Trailer Repairs	2,908.00
Repairs & Maintenance - Other	365.00
Total Repairs & Maintenance	116,606.26

Wellington Pro Lawn
Profit & Loss
January 1 through November 18, 2018

	Jan 1 - Nov 18, 18
Staff Welfare	
Doctors / ER / Minor Accidents	9,464.62
Education	2,537.00
Food, Water & Ice	8,919.30
Supplies	894.43
Support	740.00
Staff Welfare - Other	12,405.01
Total Staff Welfare	34,960.36
Sub-Contract	
Electrical	125.00
Pest Control	122,431.35
Total Sub-Contract	122,556.35
Taxes	
Occupational License Fees	1,169.00
Payroll Taxes	
Federal Unemployment	5,286.95
FL - Unemployment Company	1,851.73
Medicare Company	36,817.32
Social Security Company	154,078.72
Total Payroll Taxes	198,034.72
Taxes - Other	25,000.00
Total Taxes	224,203.72
Travel	
Tolls	10,417.04
Total Travel	10,417.04
Uniforms	
Uniform Purchase	11,748.65
Total Uniforms	11,748.65
Utilities	
Cable	218.80
Data Backup Services	109.45
Electric & Gas	5,165.11
Total Utilities	5,493.36
Total Expense	4,394,044.00
Net Ordinary Income	320,505.19
Other Income/Expense	
Other Income	
Interest Income	
Bank Interest Income	175.65
Total Interest Income	175.65
Total Other Income	175.65
Net Other Income	175.65
Net Income	320,680.84

PRICE SHEET

TASK		Totals
Invasive Plant Treatment		Annual Maintenance Cost
1,166.67	Subtotal	14,000.64
Vegetation Control		Annual Maintenance Cost
1,750.00	Subtotal	21,000.00
Herbicide Treatments		Annual Maintenance Cost
3,200.00	Subtotal	38,400.00
Greener Treatment Methods		Annual Maintenance Cost
1,000.00	Subtotal	12,000.00
Weed Control		Annual Maintenance Cost
1,449.23	Subtotal	17,391.96
Lake Maintenance		Annual Maintenance Cost
4,000.00	Subtotal	48,000.00
Litter/Debris Removal		Annual Maintenance Cost
100.00	Subtotal	1,200.00
12,666.00	Total	151,992.00

Notes:

1. The amounts listed above are fixed fees for the time period noted. The fixed fee shall include the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials and all taxes).
2. Refer to the scope of services for the specific description and frequency of the services to be provided.
3. Invoices will be submitted monthly, prorated, based on the above fees.

TESORO COMMUNITY DEVELOPMENT DISTRICT

BASIC ORGANIZATION INFORMATION

DATE SUBMITTED November 19, 2018

1. Proposer Native Lands Management Inc. ☐ An Individual
[Company Name] ☐ A Limited Liability Company
☐ A Limited Liability Partnership
☐ A Partnership
☒ A Corporation
☐ A Subsidiary Corporation

2. Proposer Company Address:

Street Address 3172 SE Waaler Street

P.O. Box (if any) _____

City Stuart State FL Zip Code 34997

Telephone 772-221-1569 Fax no. N/A

1st Contact Name Ronald Howell Title Secretary/Treasurer

2nd Contact Name Joseph Shaw Title Vice President

3. Parent Company Name (if applicable) N/A

4. Parent Company Address (if different):

Street Address N/A

P.O. Box (if any) N/A

City N/A State N/A Zip Code N/A

Telephone N/A Fax no. N/A

1st Contact Name N/A Title N/A
2nd Contact Name N/A Title N/A

5. List the location of the Proposer's office which would perform Districts' work.

Street Address 3172 SE WAALER STREET

P.O. Box (if any) _____

City STUART State FL Zip Code 34997

Telephone 772-221-1569 Fax no. N/A

1st Contact Name Ronald Howell Title Secretary/Treasurer

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

yes (X) (Proceed to Question 6.1) no () (Proceed to Question 6.2)

- 6.1 If yes, provide the following:

Is the Company in good standing with the Florida Secretary of State Division of Corporations? yes (X) no ()

If no, please explain

Date incorporated Feburary Charter No. 65-1053524

- 6.2 If no, provide the following:

The State in which Proposer is incorporated? N/A

Is the Company in good standing with that State? yes () no ()

If no, please explain

Date incorporated N/A Charter No. N/A

Is the applicant registered with the State of Florida? yes () no ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the State of Florida?

Yes () (Proceed to Question 7.1) No (X) (Proceed to Question 7.2)

- 7.1 If yes, is the Proposer registered with the Florida Department of State, Division of Corporations? yes () no ()

If no, please explain

Is the Proposer in good standing with the State of Florida? yes () no ()

If no, please explain

Date Proposer was organized: _____

- 7.2 If no, provide the following:

The State in which Proposer is organized: Florida

Is the Proposer in good standing with that State? yes (X) no ()

If no, please explain _____

Date Proposer was organized: 2/2004

Is the Proposer registered as a foreign partnership or limited company with the State of Florida? yes () no (X)

If no, please explain We are a Florida Corporation

8. Does Proposer hold any registrations or licenses with the State of Florida applicable to the contract?
yes (X) no ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attach additional sheets if necessary):

Type of registration FL. Dept. of Agriculture

License No CM18552 Expiration Date 7/31/2019

Qualifying individual Ronald Howell Title Sec/Treasurer

List company(s) currently qualified under this license Native Lands Management

- 8.2 Does the Proposer hold any registrations or licenses with St. Lucie County and/or the State of Florida applicable to the contract?
yes () no (X)

If yes, please list and provide a photocopy of each listed license or registration:

- 8.3 Does the Proposer hold any registrations or licenses with St. Lucie County applicable to the contract? yes () no (X)

If yes, please list and provide a photocopy of each listed license or registration:

9. List the Proposer's total annual dollar value of work completed for each of the last four (4) years starting with the latest year and ending with the most current year

(2015) 1,155,691.70, (2016) 925,404.10, (2017) 802,121.16
(2018YTD) 599,146.24.

10. What are the Proposer's current insurance limits? (Provide a copy of applicant's Certificate of Insurance)

General Liability	\$ <u>2,000,000.00</u>
Automobile Liability	\$ <u>1,000,000.00</u>
Workers Compensation	\$ <u>1,000,000.00</u>
Expiration Date	<u>04/01/2019</u>

11. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no (X)

If yes, please describe each violation, fine, and resolution N/A

11.1 What is the Proposer's current worker compensation rating? 1.13

11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years?
yes () no (X)

If yes, please describe each incident N/A

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Tesoro Community Development District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

Native Lands Management Inc.
Name of Proposer

By: *Ronald Howell* sec/treas

This 19 day of November, 2018

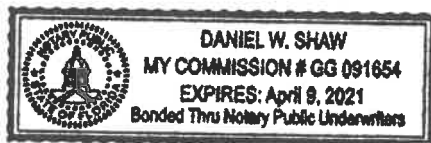
By: Ronald Howell Secretary/Treasurer
[Type Name and Title of Person Signing]

(Apply Corporate Seal, if
filing as a corporation)

State of Florida
County of Martin

The foregoing instrument was acknowledged before me this 19 day of November, 2018, by Ronald Howell, of the Native Lands Management Inc. who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Daniel W. Shaw
Signature of Notary taking acknowledgment



TESORO COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF NON-COLLUSION

STATE OF Florida
COUNTY OF Martin

I Ronald Howell, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Secretary/Treasurer in the firm of Native Lands Management Inc., and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.


Dated this 19 day of November, 2018.



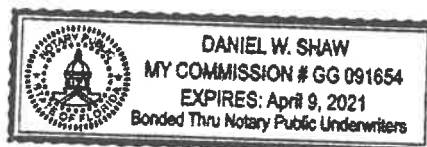
Signature by authorized representative of Proposer

State of Florida
County of Martin

The foregoing instrument was acknowledged before me this 19 day of November, 2018, by Ronald Howell, of the Native Lands Management Inc who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



Signature of Notary taking acknowledgment



TESORO COMMUNITY DEVELOPMENT DISTRICT
ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM

This Proposal for environmental services has been submitted on this 19 day of November, 2018 by Native Lands Management Inc[company] whose business address is 3172 SE Waaler St. Stuart, FL 34997, telephone number is 772-221-1569, and fax number is _____.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Districts consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Tesoro Community Development District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.


Addendum No. 1 dated November 9, 2018

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____



Signature by authorized representative of Proposer

November 19, 2018

Date

EXHIBIT A

CONTRACT DOCUMENT FORM

**AGREEMENT BETWEEN NATIVE LAND MANAGEMENT AND THE TESORO COMMUNITY
DEVELOPMENT DISTRICT
REGARDING THE PROVISION OF WETLAND, LAKE
AND UPLAND PRESERVE MAINTENANCE SERVICES**

This Agreement is made and entered into this 19 day of November, 2018 by and between:

The Tesoro Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Lucie County, Florida, and having offices at 135 West Central Blvd., Suite 320, Orlando, Florida 32801 ("the District"), and Native Lands Management Inc.
("the Contractor").

RECITALS

WHEREAS, the District was established by a rule of the Florida Land and Water Adjudicatory Commission for the purpose of providing stormwater management and wetlands mitigation maintenance services to all residences and commercial properties throughout the District; and

WHEREAS, the District has a need to retain an independent contractor to provide wetland, lake, and upland preserve maintenance services for certain lands within the District; and

WHEREAS, the District finds it in the best interest of the District to engage the services of the Contractor.

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

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

Section 2. Duties. The duties, obligations, and responsibilities of the Contractor are described in Exhibit "A" attached hereto. The location of the services is identified on Exhibit "B" attached hereto. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee. Additional duties may be specified by the District Manager or his designee.

Section 3. Compensation. District agrees to compensate the Contractor in accordance with the following schedule:

Monthly Treatment Costs - 12,666.00 Annually (151,992 per month)

Contractor shall invoice the District for services performed monthly.

Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his designee.

Section 4. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 5. Term. This Agreement shall commence on _____, 2018 and shall continue for a period of one (1) year unless terminated in accordance with Section 11 below. This contract may be extended by up to two (2) additional one (1) year terms upon mutual agreement in writing by both the Contractor and District. This agreement may be extended on a month-to-month basis upon agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

Section 6. Insurance.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;
 - (ii) The District shall be named as additional insured
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and for property damage, provided coverage for any accident arising out of or

resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

Section 7. Indemnification. Contractor agrees to indemnify and hold harmless and defend the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

Section 8. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

Section 9. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made by an instrument in writing which is executed by both the District and the Contractor.

Section 10. Authorization. The execution of this Agreement had been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 11. Cancellation. The District shall have the right to cancel this Agreement at anytime upon written notice. Contractor shall have the right to cancel this agreement upon thirty (30) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement.

Section 12. Enforcement of Agreement. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Section 13. Notices. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to Contractor:	Native Lands Management Inc.
	<u>3172 SE Waaler St.</u>
	<u>Stuart, FL 34997</u>

B. If to District: Tesoro Community Development District
135 West Central Blvd., Suite 320
Orlando, Florida 32801
Attn: District Manager

With a copy to: Lewis, Longman & Walker PA
515 N. Flagler Drive, Suite 1500
West Palm Beach, Florida 33401
Attention: William G. Capko

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

Section 14. Assignment. Neither the District nor the Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.

Section 15. Controlling Law. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

Section 16. Public Records. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida Law.

Section 17. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 18. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction on any of the provisions of this Agreement.

Section 19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Section 20. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, OR AT 135 W. CENTRAL BLVD., SUITE 320, ORLANDO, FLORIDA 32801.

[SIGNATURES ON FOLLOWING PAGE]

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

ATTEST:

TESORO COMMUNITY
DEVELOPMENT DISTRICT

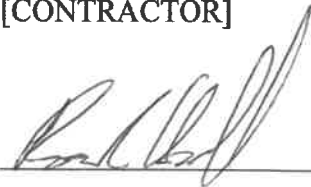
Secretary/Assistant Secretary

Chairman/Vice Chairman

ATTEST:

[CONTRACTOR]

Print: _____



Print: Ronald Howell
Title: Secretary/Treasurer

Our Mission

To provide sound biological and ecological services in the management of all natural or native areas, including wetlands, mangroves, uplands, lakes and ponds.

To advise clients as to the proper management and maintenance techniques in natural or native areas, as well as fully implement the appropriate management and maintenance plan.

To offer experienced personnel who provide a high level of customer service to our clients.

Native Lands Management, Inc.

Maintenance Scheduling and Methodology

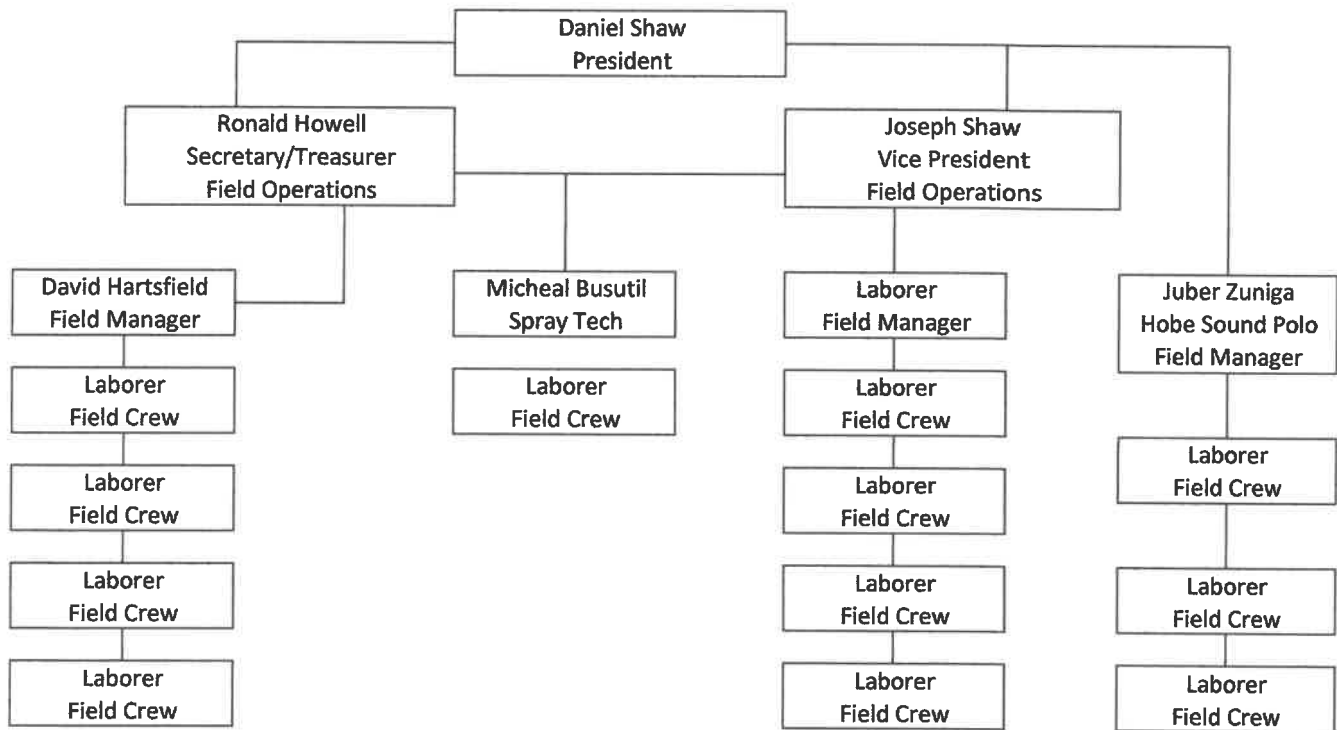
A schedule for the Wetlands, Upland Preserves, Spartina Areas, Mitigation Cell, and Lakes will be created and utilized as a planning outline. The Wetlands, Upland Preserves, and Spartina Areas will be divided into four individual sections. Each section will be assigned one week out of every month for maintenance. All Lakes and the Mitigation Cell will be checked weekly and treated monthly. The Turbidity Barriers will be checked weekly or after heavy rain events to check for debris and water lettuce. These areas will not only be treated monthly but also as needed whenever a problem occurs.

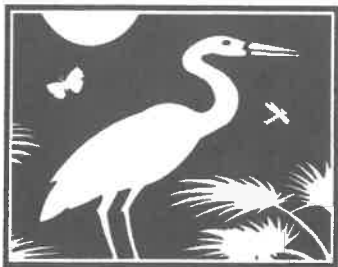
All exotics will be cut, treated, and removed from all Wetlands and Upland Preserves. All weeds will be hand pulled, weedeated down, and/or chemically treated by an approved herbicide in the Spartina Areas. All undesirable vegetation and algae will be treated chemically and/or physically hand removed from Lakes. The Mitigation Cell will be weedeated down, or chemically treated in the Spartina Areas. All undesirable vegetation and algae will be treated chemically and/or physically removed from Lakes. The Mitigation Cell will be treated with a small boat in open water areas and walked through with backpack sprayers in shallow areas.

The on-site field operations manager will conduct weekly inspections of all areas every Monday. These inspections will determine the course of action to be taken for the remainder of the week and also to make sure previous work has been done.

NATIVE LANDS MANAGEMENT, INC.

ORGANIZATIONAL CHART





Native Lands Management, Inc.

3172 SE Waaler Street

Stuart, Florida 34997

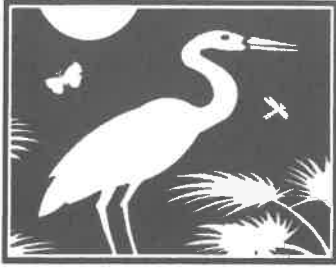
Daniel Shaw, President

State of Florida, Department of Agriculture, Commercial Applicator
Restricted Use Pesticides License, Category 5A Aquatic Pest Control

Certified Mangrove Trimmer, Certification by The Florida Department of
Environmental Protection

Community Association Manager License, Department of Business and
Professional Regulation

Train The Trainer Program, Trained to Train Pesticide Handlers and
Workers, Worker Protection Standards for Agricultural Pesticides 40-CFR
Part 170



Native Lands Management, Inc.

3172 SE Waaler St.

Stuart, Florida 34997

Joseph Shaw, Vice President

Professional

State of Florida, Department of Agriculture, Commercial Applicator
Restricted Use Pesticides License, Category 21 Natural Areas Weed
Management

Hazardous Materials Operations/OSHA Level II Training

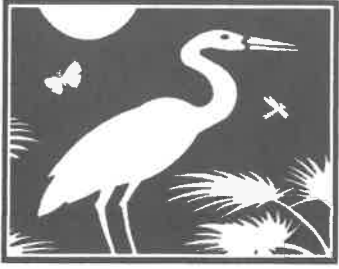
Florida Department of Environmental Protection
Stormwater Erosion and Sedimentation Control Inspector

Certified Mangrove Trimmer, Certification by The Florida Department of
Environmental Protection

Employment

2/2004 to Present
Vice President, Native Lands Management, Inc.
Vero Beach

06/1997 to 2/2004
Blythe Environmental, Inc.
Stuart, Florida



Native Lands Management, Inc.

3172 SE Waaler St.

Stuart, Florida 34997

Ronald Howell, Secretary/Treasurer

Education

State of Florida, Department of Agriculture, Commercial Applicator
Restricted Use Pesticides License, Category 21 Natural Weed
Management

Florida Department of Environmental Protection
Stormwater Erosion and Sedimentation Control Inspector

Hazardous Materials Operations/OSHA Level II Training

Employment

2/2004 to Present
President, Native Lands Management, Inc.
Vero Beach

03/2002 to 2/2004
Blythe Environmental, Inc.
Stuart, Florida

Native Lands Management, Inc.

Proposed Staffing Levels

Daniel Shaw, President of Native Lands Management, Inc. will serve as the Senior Overall Manager. His duties will include but will not be limited to being the point of contact between the District and Native Lands Management, Inc., for coordinating all services.

Ronald Howell, Secretary/Treasurer of Native Lands Management, Inc. will serve as the On-Site Field Operations Manager. His duties and responsibilities will include all of the Contractor's daily activities and oversight of performing the Scope of Services.

David Hartsfield and Juber Zuniga will serve as On-site Field Managers. Their duties will be to oversee the daily and routine duties as outlined in the Scope of Services.

Micheal Busitil will serve as our Spray Technician. He will conduct spray activities in both the Lakes and Mitigation Cells.

The Field Crew will consist of a minimum of 4 Crew Members to perform duties as outlined in the Scope of Services and at the Direction of the On-site Field Managers and the On-Site Field Operations Manager.

Certifications

Daniel W. Shaw, President

**Florida Department of Agriculture and Consumer Services
Commercial Applicator License # CM9125
Categories - Aquatic Pest Control**

**Florida Department of Environmental Protection
Certified Mangrove Trimmer**

**Florida Department of Environmental Protection
Stormwater Management Inspector #12908**

**Community Association Managers License
CAM License # 2816**

Joseph Shaw, Vice President

**Florida Department of Agriculture and Consumer Services
Commercial Applicator License # CM18618
Categories - Natural Areas Weed Management**

**Florida Department of Environmental Protection
Certified Mangrove Trimmer**

Ronald Howell, Secretary/Treasurer

**Florida Department of Agriculture and Consumer Services
Commercial Applicator License # CM18552
Categories - Natural Areas Weed Management**

**Florida Department of Environmental Protection
Stormwater Management Inspector #12910**

Micheal Busutil, Spray Technician

**Florida Department of Agriculture and Consumer Services
Commercial Applicator License # CM19058
Categories - Aquatic Pest Control**

Native Lands Management Inc.

Native Lands Management Inc. is not under any pending legal actions. Native Lands Management Inc. has not been involved in any lawsuits.

Native Lands Management Inc.

Native Lands Management Inc. or any of our employees have not had any disciplinary action against their licenses.

References

Client	Address	Contact	Telephone
Pipers Landing	6160 SW Thistle Terrace, Palm City FL 34990	Andrew Slovensky	772 985 8439
Medalist Golf Club	9908 SE Cottage Lane, Hobe Sound FL 33455	Jason Jobson	352 359 0431
MaCarthur Golf Club	6550 SE Osprey Street, Hobe Sound FL 33455	Thomas Barrett	229 894 8131
Bear Lake Golf Club	1901 Village Blvd. West Palm Beach FL 33409	Chris Deriso	561 420 4815

Environmental Projects

Client	Description	3 year Contract Amount
Pipers Landing	Wetland & Presere Area Maintenance	\$106,075.00
Bear Lake Golf Club	Spartina Area Maintenance	\$51,785.00
Medalist Golf Club	Wetland & Presere Area Maintenance	\$145,521.00
Watersong POA	Wetland & Presere Area Maintenance	\$55,650.00

ANNUAL CONTRACTS

CLIENT	WORK DESCRIPTION	TREATMENTS	CONTRACT LENGHT
MCARTHUR GOLF CLUB	WETLANDS LAKES Vine Removal Work	SEMI ANNUAL MONTHLY PER TREATMENT	2005
MEDALIST GOLF CLUB	WETLANDS LAKES	MONTHLY	2013
THE BEARS CLUB GOLF	WETLANDS	QUARTERLY	2005
THE BEARS CLUB PAR 3	WETLANDS	QUARTERLY	2005
TESORO EAST	LAKES WETLANDS	MONTHLY QUARTERLY	2013
TESORO WEST	LAKES WETLANDS	MONTHLY QUARTERLY	2013
WEST JENSEN	LAKES WETLANDS	QUARTERLY WETLANDS	2005
PINEAPPLE COMMONS	WETLANDS	QUARTERLY	2005
VISTA PROPERTIES STUART	WETLANDS	SEMI ANNUAL	2005
HOBE SOUND POLO	LANDSCAPE MAINTENANCE	MONTHLY	2006
THE FLORIDA CLUB	WETLANDS	MONTHLY	2008
WATERSONG POA	WETLANDS	MONTHLY	2014
PIPERS LANDING	WETLANDS	MONTHLY	2015

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

PUTNAM, ADAM H. JAMES
172 SE W. 41ST ST
STUART, FL 34997

Issued: June 20, 2016 Expires: April 30, 2020

[Signature]
Signature of Licensee

[Signature]
ADAM H. PUTNAM, COMMISSIONER

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

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

SHAW, JOSEPH DANIEL
2386 28TH AVE
VERO BEACH, FL 32968

License # CM18518 Categories
21

Issued: November 5, 2015 Expires: June 30, 2019

[Signature]
Signature of Licensee

[Signature]
ADAM H. PUTNAM, COMMISSIONER

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

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

HOWELL, RONALD LEE
2345 28TH AVENUE SW
VERO BEACH, FL 32968

License # CM18552 Categories
21

Issued: April 5, 2016 Expires: July 31, 2019

[Signature]
Signature of Licensee

[Signature]
ADAM H. PUTNAM, COMMISSIONER

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



NATIV-2

OP ID: CD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Ins Advisors LLC 1875 43rd Avenue Vero Beach, FL 32960 Cynthia O'Connell Dampier	772-567-7774	CONTACT NAME: Cynthia O'Connell Dampier PHONE (A/C, No, Ext): 772-567-7774 FAX (A/C, No): 772-567-0166 E-MAIL ADDRESS:
INSURED Native Lands Management Inc. 3172 SE Waaler St Stuart, FL 34997-5924		INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company INSURER B: NW Insurance Co. of America INSURER C: Florida Citrus, Business & Ind INSURER D: Allied P & C Insurance Company INSURER E: INSURER F:
		NAIC # 25658 25453 31259 42579

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ACPG LZ05993978593	02/25/2018	02/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA4J449189	05/19/2018	05/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	10635468	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Leased Equipment			ACPIMP5973978593 DED \$1500 PER CLAIM	02/25/2018	02/25/2019	PDC Valuation \$ 150,000 ACV

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

Endorsements shall follow direct by carrier for the General Liability & Auto policies.
Please see attached blanket WC waiver.

CERTIFICATE HOLDER

CANCELLATION

Tesoro Community Development
District
District Manager
135 West Central Blvd. #320
Orlando, FL 32801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mail body: Fwd: Native Lands Management Inc Umbrella quote

Sent from my iPhone

Begin forwarded message:

From: Cindy Dampier <cdampier@piainsagency.com>
Date: November 19, 2018 at 12:15:51 PM EST
To: "ronnie.howell@comcast.net" <ronnie.howell@comcast.net>
Subject: Native Lands Management Inc Umbrella quote

Ronnie- Please note that we have requested for an umbrella quote for your company and are currently pending a quote. I do not see a problem for us to obtain the quote that is required to extend over your commercial auto policy for the \$2,000,000 required limit. I am hoping to receive the quote at any time. Thank you

<image003.jpg>

PRIVACY STATEMENT: This electronic mail message and any attachments contain information intended for the exclusive use of the individuals or entities to whom it is addressed, and may contain information that is confidential, proprietary, legally privileged, and exempt from disclosure under applicable law. If you are not an intended recipient, you are notified that any use, viewing, copying, retention, disclosure, or distribution of this electronic communication is strictly prohibited, and may be subject to legal restriction or sanction. Please notify the sender of any unintended recipient(s), and delete the entire, original electronic mail message, including any attachments, without making any copies. If you received in error please contact (772) 567-7774

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All person or organizations that, in a written contract executed by both parties prior to the date of injury covered by this policy, require you to obtain this agreement with us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 9/24/2018 Policy No. 10635468-2018

Endorsement No.

Policy Effective Dates: 04/01/2018 - 04/01/2019

Premium \$

Insured: NATIVE LANDS MANAGEMENT, INC.

Carrier Name / Code: Florida Citrus, Business & Industries Fund

WC 00 03 13

(Ed. 4-84)

Countersigned by _____

**Native Lands Management Inc
Stuart, Florida**

Financial Statement

Nine Months Ended September 30, 2018

Native Lands Management Inc

Statement of Revenue and Expenses

For The Nine Months Ended September 30, 2018

	Current Period	Pct	Year To Date	Pct
Revenue:				
Mangrove trimming	\$ 0.00	0.00	\$ 12,000.00	2.00
Maintenance	129,562.86	56.13	342,846.57	57.22
Exotic removal	43,125.00	18.68	89,460.00	14.93
Other services	58,126.74	25.18	154,839.67	25.84
Total revenue	<u>230,814.60</u>	<u>100.00</u>	<u>599,146.24</u>	<u>100.00</u>
Cost of revenue:				
Supplies - chemicals	6,567.56	2.85	20,392.84	3.40
Labor finders/contract lab	3,060.00	1.33	3,365.25	0.56
Relocation fee	0.00	0.00	321.00	0.05
Plant replacement	0.00	0.00	71.77	0.01
Service materials	2,251.27	0.98	5,397.27	0.90
Total cost of revenue	<u>11,878.83</u>	<u>5.15</u>	<u>29,548.13</u>	<u>4.93</u>
Gross profit	<u>218,935.77</u>	<u>94.85</u>	<u>569,598.11</u>	<u>95.07</u>
Operating expenses:				
Advertising & promotions	400.00	0.17	400.00	0.07
Truck expense	121.35	0.05	121.35	0.02
Truck repairs	1,523.34	0.66	5,255.91	0.88
Gas, oil and lubricants	19,061.24	8.26	45,794.59	7.64
Bank charges	486.00	0.21	503.01	0.08
Dues and subscriptions	0.00	0.00	45.00	0.01
Equipment rental	3,014.22	1.31	6,881.04	1.15
Interest expense	1,628.26	0.71	4,991.46	0.83
Insurance - general	1,361.00	0.59	3,622.99	0.60
Insurance - health	7,075.94	3.07	22,378.69	3.74
Insurance - life	1,200.00	0.52	11,675.59	1.95
Insurance - workers comp	5,802.00	2.51	19,173.00	3.20
Insurance - trucks	4,966.90	2.15	11,541.30	1.93
Leased equipment	4,932.80	2.14	12,712.19	2.12
Licenses and permits	26.25	0.01	206.00	0.03
Office and postage	1,500.78	0.65	1,801.95	0.30
Accounting fees	1,085.00	0.47	3,990.00	0.67
Rent	2,400.00	1.04	7,200.00	1.20
Repairs and maintenance	0.00	0.00	127.20	0.02
Repairs - equipment	4,253.89	1.84	11,872.25	1.98
Salaries - officer	42,499.99	18.41	127,499.97	21.28
Salaries and wages	72,917.50	31.59	192,066.85	32.06
Supplies & small tools	1,891.04	0.82	1,891.04	0.32
Taxes - payroll	8,843.53	3.83	25,222.69	4.21
Telephone	2,631.36	1.14	9,406.84	1.57
Uniforms	1,129.92	0.49	1,426.44	0.24
Utilities	74.63	0.03	226.03	0.04
Total operating expenses	<u>190,826.94</u>	<u>82.68</u>	<u>528,033.38</u>	<u>88.13</u>
Net income	<u>\$ 28,108.83</u>	<u>12.18</u>	<u>\$ 41,564.73</u>	<u>6.94</u>

Comparative Statement of Revenue and Expenses

For The Nine Months Ended September 30, 2018

	Current Period		Current Period		Year-to-Date		Year-to-date	
	This Year	Pct	Last Year	Pct	This year	Pct	Last Year	Pct
Revenue:								
Mangrove trimming	\$ 0.00	0.0	\$ 0.00	0.0	\$ 12,000.00	2.0	\$ 6,250.00	1.1
Maintenance	129,562.86	56.1	110,236.03	59.6	342,846.57	57.2	360,573.80	61.2
Exotic removal	43,125.00	18.7	19,750.00	10.7	89,460.00	14.9	67,000.00	11.4
Planting	0.00	0.0	5,000.00	2.7	0.00	0.0	27,200.00	4.6
Other services	58,126.74	25.2	49,871.76	27.0	154,839.67	25.8	128,585.82	21.8
Total revenue	<u>230,814.60</u>	<u>100.0</u>	<u>184,857.79</u>	<u>100.0</u>	<u>599,146.24</u>	<u>100.0</u>	<u>589,609.62</u>	<u>100.0</u>
Cost of sales:								
Supplies - chemicals	6,567.56	2.8	7,066.71	3.8	20,392.84	3.4	21,863.96	3.7
Labor finders/contract labor	3,060.00	1.3	1,679.18	0.9	3,365.25	0.6	1,679.18	0.3
Relocation fee	0.00	0.0	0.00	0.0	321.00	0.1	0.00	0.0
Plant replacement	0.00	0.0	1,120.60	0.6	71.77	0.0	1,120.60	0.2
Service materials	2,251.27	1.0	2,067.43	1.1	5,397.27	0.9	6,175.75	1.0
Other services	0.00	0.0	0.00	0.0	0.00	0.0	745.91	0.1
Total cost of sales	<u>11,878.83</u>	<u>5.1</u>	<u>11,933.92</u>	<u>6.5</u>	<u>29,548.13</u>	<u>4.9</u>	<u>31,585.40</u>	<u>5.4</u>
Gross profit	<u>218,935.77</u>	<u>94.9</u>	<u>172,923.87</u>	<u>93.5</u>	<u>569,598.11</u>	<u>95.1</u>	<u>558,024.22</u>	<u>94.6</u>
Operating expenses:								
Advertising & promotions	400.00	0.2	0.00	0.0	400.00	0.1	466.20	0.1
Truck expense	121.35	0.1	0.00	0.0	121.35	0.0	13.00	0.0
Truck repairs	1,523.34	0.7	1,626.84	0.9	5,255.91	0.9	6,174.77	1.0
Gas, oil and lubricants	19,061.24	8.3	17,876.01	9.7	45,794.59	7.6	49,032.50	8.3
Bank charges	486.00	0.2	11.50	0.0	503.01	0.1	51.56	0.0
Dues and subscriptions	0.00	0.0	0.00	0.0	45.00	0.0	24.08	0.0
Equipment rental	3,014.22	1.3	8,448.88	4.6	6,881.04	1.1	12,186.94	2.1
Ice	0.00	0.0	151.58	0.1	0.00	0.0	280.32	0.0
Interest expense	1,628.26	0.7	2,331.48	1.3	4,991.46	0.8	5,621.33	1.0
Insurance - general	1,361.00	0.6	380.56	0.2	3,622.99	0.6	2,866.42	0.5
Insurance - health	7,075.94	3.1	7,454.91	4.0	22,378.69	3.7	21,668.65	3.7
Insurance - life	1,200.00	0.5	1,200.00	0.6	11,675.59	1.9	7,000.05	1.2
Insurance - workers comp	5,802.00	2.5	3,198.00	1.7	19,173.00	3.2	15,045.00	2.6
Insurance - trucks	4,966.90	2.2	4,711.80	2.5	11,541.30	1.9	11,396.88	1.9
Leased equipment	4,932.80	2.1	2,049.68	1.1	12,712.19	2.1	10,643.51	1.8
Licenses and permits	26.25	0.0	26.25	0.0	206.00	0.0	751.01	0.1
Medical expense	0.00	0.0	0.00	0.0	0.00	0.0	107.57	0.0
Office and postage	1,500.78	0.7	0.00	0.0	1,801.95	0.3	342.37	0.1
Accounting fees	1,085.00	0.5	975.00	0.5	3,990.00	0.7	3,705.00	0.6
Rent	2,400.00	1.0	2,400.00	1.3	7,200.00	1.2	7,200.00	1.2
Repairs and maintenance	0.00	0.0	0.00	0.0	127.20	0.0	0.00	0.0
Repairs - equipment	4,253.89	1.8	5,242.37	2.8	11,872.25	2.0	9,690.57	1.6
Salaries - officer	42,499.99	18.4	42,499.99	23.0	127,499.97	21.3	127,499.97	21.6
Salaries and wages	72,917.50	31.6	98,569.10	53.3	192,066.85	32.1	218,971.60	37.1
Supplies & small tools	1,891.04	0.8	0.00	0.0	1,891.04	0.3	2,887.55	0.5
Taxes - payroll	8,843.53	3.8	11,024.22	6.0	25,222.69	4.2	27,437.74	4.7
Telephone	2,631.36	1.1	1,764.58	1.0	9,406.84	1.6	6,485.01	1.1
Travel	0.00	0.0	0.00	0.0	0.00	0.0	62.60	0.0
Uniforms	1,129.92	0.5	0.00	0.0	1,426.44	0.2	955.12	0.2
Utilities	74.63	0.0	96.80	0.1	226.03	0.0	262.69	0.0
Total operating expenses	<u>190,826.94</u>	<u>82.7</u>	<u>212,039.55</u>	<u>114.7</u>	<u>528,033.38</u>	<u>88.1</u>	<u>548,830.01</u>	<u>93.1</u>
Net income	<u>\$ 28,108.83</u>	<u>12.2</u>	<u>\$ (39,115.68)</u>	<u>(21.2)</u>	<u>\$ 41,564.73</u>	<u>6.9</u>	<u>\$ 9,194.21</u>	<u>1.6</u>

Native Lands Management Inc

Statement of Assets, Liabilities and
Stockholders' Equity

September 30, 2018

Assets

Current assets:

Seacoast - checking	\$	36,195.90
Employee loan		<u>500.00</u>

Total current assets	\$	36,695.90
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Property and equipment:

Computer	9,614.69
Equipment	236,662.97
Vehicle	<u>259,147.49</u>
	505,425.15
Less accumulated depreciation	<u>(347,629.00)</u>

157,796.15

\$ 194,492.05

Liabilities and Stockholder's Equity

Current liabilities:

Seacoast - LOC	\$	47,000.00
Current portion ltd		<u>20,608.67</u>
Total current liabilities	\$	67,608.67

Long-term liabilities:

Suntrust - \$765.53	15,488.01
Ford - \$728.77	13,496.46
Sheffield - \$187.70	7,963.62
Seacoast - \$398.67	5,851.22
Seacoast - \$355.73	11,681.96
Shareholder loan - D.S.	170,356.05
Less current portion of ltd	<u>(20,608.67)</u>

204,228.65

271,837.32

Total liabilities

Stockholders' equity:

Common stock - par \$1; 100 shares authorized, 18.19 issued and outstanding	18.19
Accumulated adjustments	(118,928.19)
Net income	<u>41,564.73</u>

Total stockholders' equity	(77,345.27)
----------------------------	-------------

\$ 194,492.05

**Native Lands Management Inc
Stuart, Florida**

Financial Statement

Twelve Months Ended December 31, 2017

Native Lands Management Inc

Statement of Revenue and Expenses

For The Twelve Months Ended December 31, 2017

	Current Period	Pct	Year To Date	Pct
Revenue:				
Mangrove trimming	\$ 1,700.00	0.80	\$ 7,950.00	0.99
Maintenance	155,875.54	73.35	516,449.34	64.39
Exotic removal	20,250.00	9.53	87,250.00	10.88
Planting	0.00	0.00	27,200.00	3.39
Other services	34,686.00	16.32	163,271.82	20.36
Total revenue	<u>212,511.54</u>	<u>100.00</u>	<u>802,121.16</u>	<u>100.00</u>
Cost of revenue:				
Supplies - chemicals	5,222.72	2.46	27,086.68	3.38
Labor finders/contract lab	0.00	0.00	1,679.18	0.21
Plant replacement	3,945.10	1.86	5,065.70	0.63
Service materials	927.50	0.44	7,103.25	0.89
Other services	0.00	0.00	745.91	0.09
Total cost of revenue	<u>10,095.32</u>	<u>4.75</u>	<u>41,680.72</u>	<u>5.20</u>
Gross profit	<u>202,416.22</u>	<u>95.25</u>	<u>760,440.44</u>	<u>94.80</u>
Operating expenses:				
Advertising & promotions	0.00	0.00	466.20	0.06
Truck expense	0.00	0.00	13.00	0.00
Truck repairs	143.86	0.07	6,318.63	0.79
Gas, oil and lubricants	14,528.02	6.84	63,560.52	7.92
Bank charges	9.00	0.00	60.56	0.01
Depreciation	20,655.00	9.72	20,655.00	2.58
Dues and subscriptions	0.00	0.00	24.08	0.00
Equipment rental	4,160.58	1.96	16,347.52	2.04
Ice	248.25	0.12	528.57	0.07
Interest expense	1,936.67	0.91	7,558.00	0.94
Insurance - general	2,518.44	1.19	5,384.86	0.67
Insurance - health	(7,782.41)	(3.66)	13,886.24	1.73
Insurance - life	4,700.55	2.21	11,700.60	1.46
Insurance - workers comp	3,452.00	1.62	18,497.00	2.31
Insurance - trucks	4,711.80	2.22	16,108.68	2.01
Leased equipment	7,443.35	3.50	18,086.86	2.25
Licenses and permits	314.55	0.15	1,065.56	0.13
Medical expense	0.00	0.00	107.57	0.01
Office and postage	267.11	0.13	609.48	0.08
Accounting fees	740.00	0.35	4,445.00	0.55
Rent	2,400.00	1.13	9,600.00	1.20
Repairs - equipment	2,768.15	1.30	12,458.72	1.55
Salaries - officer	57,870.22	27.23	185,370.19	23.11
Salaries and wages	82,367.50	38.76	301,339.10	37.57
Supplies & small tools	217.38	0.10	3,104.93	0.39
Taxes - payroll	9,807.68	4.62	37,245.42	4.64
Telephone	2,411.25	1.13	8,896.26	1.11
Travel	0.00	0.00	62.60	0.01
Uniforms	0.00	0.00	955.12	0.12
Utilities	70.41	0.03	333.10	0.04
Total operating expenses	<u>215,959.36</u>	<u>101.62</u>	<u>764,789.37</u>	<u>95.35</u>
Net loss	<u>\$ (13,543.14)</u>	<u>(6.37)</u>	<u>\$ (4,348.93)</u>	<u>(0.54)</u>

Native Lands Management Inc

Comparative Statement of Revenue and Expenses

For The Twelve Months Ended December 31, 2017

	Current Period		Current Period		Year-to-Date		Year-to-date	
	This Year	Pct	Last Year	Pct	This year	Pct	Last Year	Pct
Revenue:								
Mangrove trimming	\$ 1,700.00	0.8	\$ 1,500.00	0.7	\$ 7,950.00	1.0	\$ 11,525.00	1.2
Maintenance	155,875.54	73.3	119,910.06	58.5	516,449.34	64.4	467,984.37	50.6
Exotic removal	20,250.00	9.5	23,850.00	11.6	87,250.00	10.9	147,374.00	15.9
Planting	0.00	0.0	0.00	0.0	27,200.00	3.4	75,018.04	8.1
Gopher/Tortoises	0.00	0.0	0.00	0.0	0.00	0.0	750.00	0.1
Other services	34,686.00	16.3	59,753.70	29.1	163,271.82	20.4	222,752.69	24.1
Total revenue	212,511.54	100.0	205,013.76	100.0	802,121.16	100.0	925,404.10	100.0
Cost of sales:								
Supplies - chemicals	5,222.72	2.5	7,047.93	3.4	27,086.68	3.4	45,536.71	4.9
Labor finders/contract labor	0.00	0.0	0.00	0.0	1,679.18	0.2	380.00	0.0
Plant replacement	3,945.10	1.9	0.00	0.0	5,065.70	0.6	8,892.78	1.0
Service materials	927.50	0.4	1,483.37	0.7	7,103.25	0.9	6,442.29	0.7
Other services	0.00	0.0	0.00	0.0	745.91	0.1	0.00	0.0
Total cost of sales	10,095.32	4.8	8,531.30	4.2	41,680.72	5.2	61,251.78	6.6
Gross profit	202,416.22	95.2	196,482.46	95.8	760,440.44	94.8	864,152.32	93.4
Operating expenses:								
Advertising & promotions	0.00	0.0	0.00	0.0	466.20	0.1	100.00	0.0
Truck expense	0.00	0.0	13.00	0.0	13.00	0.0	13.00	0.0
Truck repairs	143.86	0.1	5,670.41	2.8	6,318.63	0.8	14,417.04	1.6
Gas, oil and lubricants	14,528.02	6.8	9,011.83	4.4	63,560.52	7.9	39,967.97	4.3
Bank charges	9.00	0.0	9.00	0.0	60.56	0.0	36.10	0.0
Bad debt - employee loan	0.00	0.0	677.50	0.3	0.00	0.0	677.50	0.1
Depreciation	20,655.00	9.7	48,626.00	23.7	20,655.00	2.6	48,626.00	5.3
Dues and subscriptions	0.00	0.0	50.00	0.0	24.08	0.0	306.73	0.0
Equipment rental	4,160.58	2.0	6,472.30	3.2	16,347.52	2.0	22,426.24	2.4
Ice	248.25	0.1	326.26	0.2	528.57	0.1	562.96	0.1
Interest expense	1,936.67	0.9	1,235.23	0.6	7,558.00	0.9	5,711.15	0.6
Insurance - general	2,518.44	1.2	2,860.38	1.4	5,384.86	0.7	10,336.46	1.1
Insurance - health	(7,782.41)	(3.7)	(6,599.01)	(3.2)	13,886.24	1.7	14,279.71	1.5
Insurance - life	4,700.55	2.2	1,677.50	0.8	11,700.60	1.5	11,700.60	1.3
Insurance - workers comp	3,452.00	1.6	8,818.00	4.3	18,497.00	2.3	22,787.00	2.5
Insurance - trucks	4,711.80	2.2	3,125.88	1.5	16,108.68	2.0	5,158.09	0.6
Leased equipment	7,443.35	3.5	3,992.26	1.9	18,086.86	2.3	8,827.58	1.0
Licenses and permits	314.55	0.1	216.70	0.1	1,065.56	0.1	1,078.53	0.1
Medical expense	0.00	0.0	0.00	0.0	107.57	0.0	0.00	0.0
Office and postage	267.11	0.1	2,627.11	1.3	609.48	0.1	5,882.73	0.6
Professional fees	0.00	0.0	0.00	0.0	0.00	0.0	250.00	0.0
Accounting fees	740.00	0.3	740.00	0.4	4,445.00	0.6	4,415.00	0.5
Rent	2,400.00	1.1	0.00	0.0	9,600.00	1.2	9,600.00	1.0
Repairs - equipment	2,768.15	1.3	2,519.43	1.2	12,458.72	1.6	18,469.09	2.0
Salaries - officer	57,870.22	27.2	62,689.57	30.6	185,370.19	23.1	190,189.54	20.6
Salaries and wages	82,367.50	38.8	95,121.56	46.4	301,339.10	37.6	369,504.70	39.9
Supplies & small tools	217.38	0.1	0.00	0.0	3,104.93	0.4	4,529.48	0.5
Taxes - payroll	9,807.68	4.6	11,206.37	5.5	37,245.42	4.6	43,063.27	4.7
Telephone	2,411.25	1.1	2,331.06	1.1	8,896.26	1.1	10,139.97	1.1
Travel	0.00	0.0	75.00	0.0	62.60	0.0	2,310.49	0.2
Uniforms	0.00	0.0	613.43	0.3	955.12	0.1	1,014.41	0.1
Utilities	70.41	0.0	81.94	0.0	333.10	0.0	282.28	0.0

Native Lands Management Inc

Comparative Statement of Revenue and Expenses

For The Twelve Months Ended December 31, 2017

	Current Period		Current Period		Year-to-Date		Year-to-date	
	<u>This Year</u>	<u>Pct</u>	<u>Last Year</u>	<u>Pct</u>	<u>This year</u>	<u>Pct</u>	<u>Last Year</u>	<u>Pct</u>
Total operating expenses	<u>215,959.36</u>	<u>101.6</u>	<u>264,188.71</u>	<u>128.9</u>	<u>764,789.37</u>	<u>95.3</u>	<u>866,663.62</u>	<u>93.7</u>
Net loss	<u>\$ (13,543.14)</u>	<u>(6.4)</u>	<u>\$ (67,706.25)</u>	<u>(33.0)</u>	<u>\$ (4,348.93)</u>	<u>(0.5)</u>	<u>\$ (2,511.30)</u>	<u>(0.3)</u>

**Native Lands Management Inc
Stuart, Florida**

Financial Statement

Twelve Months Ended December 31, 2016

Native Lands Management Inc

Statement of Assets, Liabilities and
Stockholders' Equity

December 31, 2016

Assets

Current assets:

Seacoast - checking	\$ 18,822.13
Employee loan	<u>677.50</u>

Total current assets

\$ 19,499.63

Property and equipment:

Computer	9,614.69
Equipment	208,944.12
Vehicle	<u>245,497.49</u>
	464,056.30
Less accumulated depreciation	<u>(321,420.00)</u>

142,636.30\$ 162,135.93

Liabilities and Stockholder's Equity

Current liabilities:

Seacoast - LOC	\$ 40,000.00
Current portion ltd	<u>25,681.89</u>
Total current liabilities	\$ 65,681.89

Long-term liabilities:

Southeast Toyota - \$775.46	3,858.18
Suntrust - \$765.53	30,537.79
Ford - \$728.77	25,830.57
Sheffield - \$187.70	(187.70)
Shareholder loan - D.S.	170,356.05
Less current portion of ltd	<u>(25,681.89)</u>

204,713.00

270,394.89

Total liabilities

Stockholders' equity:

Common stock - par \$1; 100	
shares authorized, 18.19	
issued and outstanding	18.19
Accumulated adjustments	(112,067.96)
Net income	<u>3,790.81</u>

Total stockholders' equity

(108,258.96)\$ 162,135.93

Comparative Statement of Revenue and Expenses

For The Twelve Months Ended December 31, 2016

	Current Period		Current Period		Year-to-Date		Year-to-date	
	This Year	Pct	Last Year	Pct	This year	Pct	Last Year	Pct
Revenue:								
Mangrove trimming	\$ 1,500.00	0.7	\$ 1,400.00	0.5	\$ 11,525.00	1.2	\$ 7,400.00	0.6
Maintenance	119,910.06	58.5	93,304.91	35.5	467,984.37	50.6	340,583.29	29.5
Exotic removal	23,850.00	11.6	71,325.00	27.1	147,374.00	15.9	437,936.50	37.9
Planting	0.00	0.0	21,907.00	8.3	75,018.04	8.1	84,732.78	7.3
Gopher/Tortoises	0.00	0.0	0.00	0.0	750.00	0.1	24,450.00	2.1
Other services	59,753.70	29.1	74,827.97	28.5	222,752.69	24.1	260,589.13	22.5
Total revenue	205,013.76	100.0	262,764.88	100.0	925,404.10	100.0	1,155,691.70	100.0
Cost of sales:								
Supplies - chemicals	7,047.93	3.4	22,670.15	8.6	45,536.71	4.9	59,936.01	5.2
Labor finders/contract labor	0.00	0.0	3,017.60	1.1	380.00	0.0	22,712.88	2.0
Plant replacement	0.00	0.0	14,458.08	5.5	8,892.78	1.0	25,007.71	2.2
Service materials	1,483.37	0.7	1,835.32	0.7	6,442.29	0.7	34,583.83	3.0
Other services	0.00	0.0	576.75	0.2	0.00	0.0	576.75	0.0
Total cost of sales	8,531.30	4.2	42,557.90	16.2	61,251.78	6.6	142,817.18	12.4
Gross profit	196,482.46	95.8	220,206.98	83.8	864,152.32	93.4	1,012,874.52	87.6
Operating expenses:								
Advertising & promotions	0.00	0.0	1,789.00	0.7	100.00	0.0	3,544.00	0.3
Truck expense	13.00	0.0	0.00	0.0	13.00	0.0	0.00	0.0
Truck repairs	5,670.41	2.8	4,431.87	1.7	14,417.04	1.6	5,579.33	0.5
Gas, oil and lubricants	9,011.83	4.4	10,960.22	4.2	39,967.97	4.3	81,995.89	7.1
Bank charges	9.00	0.0	174.61	0.1	36.10	0.0	512.56	0.0
Depreciation	43,072.00	21.0	35,915.00	13.7	43,072.00	4.7	35,915.00	3.1
Dues and subscriptions	50.00	0.0	0.00	0.0	306.73	0.0	45.00	0.0
Equipment rental	6,472.30	3.2	5,707.36	2.2	22,426.24	2.4	22,953.21	2.0
Ice	326.26	0.2	261.47	0.1	562.96	0.1	546.94	0.0
Interest expense	1,164.62	0.6	1,765.56	0.7	5,640.54	0.6	7,084.58	0.6
Insurance - general	2,860.38	1.4	2,810.62	1.1	10,336.46	1.1	11,003.59	1.0
Insurance - health	(6,599.01)	(3.2)	(7,300.37)	(2.8)	14,279.71	1.5	9,912.92	0.9
Insurance - life	1,677.50	0.8	1,677.50	0.6	11,700.60	1.3	5,077.55	0.4
Insurance - workers comp	8,818.00	4.3	6,006.00	2.3	22,787.00	2.5	18,466.00	1.6
Insurance - trucks	3,125.88	1.5	1,990.98	0.8	5,158.09	0.6	8,278.71	0.7
Leased equipment	3,992.26	1.9	1,679.89	0.6	8,827.58	1.0	6,932.56	0.6
Licenses and permits	216.70	0.1	895.11	0.3	1,078.53	0.1	1,899.89	0.2
Office and postage	2,627.11	1.3	271.80	0.1	5,882.73	0.6	1,484.79	0.1
Professional fees	0.00	0.0	0.00	0.0	250.00	0.0	2,361.13	0.2
Accounting fees	740.00	0.4	740.00	0.3	4,415.00	0.5	3,175.00	0.3
Penalties	0.00	0.0	0.00	0.0	0.00	0.0	531.35	0.0
Rent	0.00	0.0	1,600.00	0.6	9,600.00	1.0	9,600.00	0.8
Repairs - equipment	2,519.43	1.2	12,405.51	4.7	18,469.09	2.0	29,654.42	2.6
Salaries - officer	62,689.57	30.6	83,654.43	31.8	190,189.54	20.6	220,154.40	19.0
Salaries and wages	95,121.56	46.4	131,432.83	50.0	369,504.70	39.9	452,898.49	39.2
Bonuses	0.00	0.0	4,600.00	1.8	0.00	0.0	4,600.00	0.4
Supplies & small tools	0.00	0.0	2,352.68	0.9	4,529.48	0.5	3,635.23	0.3
Taxes - payroll	11,206.37	5.5	14,251.30	5.4	43,063.27	4.7	52,407.34	4.5
Telephone	2,331.06	1.1	2,121.68	0.8	10,139.97	1.1	9,482.45	0.8
Travel	75.00	0.0	695.15	0.3	2,310.49	0.2	4,013.83	0.3
Uniforms	613.43	0.3	55.10	0.0	1,014.41	0.1	1,617.09	0.1
Utilities	81.94	0.0	41.20	0.0	282.28	0.0	240.91	0.0

Native Lands Management Inc

Comparative Statement of Revenue and Expenses

For The Twelve Months Ended December 31, 2016

	Current Period		Current Period		Year-to-Date		Year-to-date	
	<u>This Year</u>	<u>Pct</u>	<u>Last Year</u>	<u>Pct</u>	<u>This year</u>	<u>Pct</u>	<u>Last Year</u>	<u>Pct</u>
Total operating expenses	<u>257,886.60</u>	<u>125.8</u>	<u>322,986.50</u>	<u>122.9</u>	<u>860,361.51</u>	<u>93.0</u>	<u>1,015,604.16</u>	<u>87.9</u>
Net income	<u>\$ (61,404.14)</u>	<u>(30.0)</u>	<u>\$ (102,779.52)</u>	<u>(39.1)</u>	<u>\$ 3,790.81</u>	<u>0.4</u>	<u>\$ (2,729.64)</u>	<u>(0.2)</u>



Lake & Wetland

MANAGEMENT

PRICE SHEET

TASK	Totals
Invasive Plant Treatment	Annual Maintenance Cost
\$ 2,000.00 Subtotal	\$ 24,000.00
Vegetation Control	Annual Maintenance Cost
\$ 1,500.00 Subtotal	\$ 18,000.00
Herbicide Treatments	Annual Maintenance Cost
\$ 1945.02 Subtotal	\$ 23,340.24
Weed Control	Annual Maintenance Cost
\$ 1,500.00 Subtotal	\$ 18,000.00
Lake Maintenance	Annual Maintenance Cost
\$ 4,841.00 Subtotal	\$ 58,092.00
Litter/Debris Removal	Annual Maintenance Cost
\$ 500.00 Subtotal	\$ 6,000.00
\$ 12,286.02 Total	\$ 147,432.24

Notes:

1. The amounts listed above are fixed fees for the time period noted. The fixed fee shall include the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials and all taxes).
2. Refer to the scope of services for the specific description and frequency of the services to be provided.
3. Invoices will be submitted monthly, prorated, based on the above fees.

TESORO COMMUNITY DEVELOPMENT DISTRICT

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM

Lake and Wetland Mgmt.
This Proposal for environmental services, has been submitted on this 15 day of November, 2018 by Stuart Fischer [company] whose business address is 5301 N. Federal Hwy. Ste. 204, Boca Raton, FL 33487, telephone number is (561) 735-3732, and fax number is (561) 735-0516.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Districts consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Tesoro Community Development District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. 1 dated 11-13-18

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Stuart Fischer
Signature by authorized representative of Proposer

11-15-18
Date

TESORO COMMUNITY DEVELOPMENT DISTRICT

BASIC ORGANIZATION INFORMATION

DATE SUBMITTED 11/15/18, 2018

1. Proposer LAKE and WETLAND MANAGEMENT, INC.
[Company Name]
- ☐ An Individual
☐ A Limited Liability Company
☐ A Limited Liability Partnership
☐ A Partnership
☒ A Corporation
☐ A Subsidiary Corporation

2. Proposer Company Address:

Street Address 5301 N. FEDERAL HIGHWAY, SUITE 204

P.O. Box (if any) _____

City BOCA RATON State FL Zip Code 33487

Telephone (561) 735-3132 Fax no. (561) 735-0516

1st Contact Name CURT FOLEY Title SALES MANAGER

2nd Contact Name JENNIFER BUSTOS FITZ Title OFFICE MANAGER

3. Parent Company Name (if applicable) _____

4. Parent 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 Proposer's office which would perform Districts' work.

Street Address 7703 SW ELLIPSE WAY

P.O. Box (if any) _____

City STUART State FL Zip Code 34997

Telephone (772) 210-2273 Fax no. (772) 210-2649

1st Contact Name CLEM FOLEY Title SALES MANAGER

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

yes (✓) (Proceed to Question 6.1) no () (Proceed to Question 6.2)

- 6.1 If yes, provide the following:

Is the Company in good standing with the Florida Secretary of State Division of Corporations? yes (✓) no ()

If no, please explain

Date incorporated 4/3/92 Charter No. _____

- 6.2 If no, provide the following:

The State in which Proposer is incorporated? _____

Is the Company in good standing with that State? yes () no ()

If no, please explain

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida? yes () no ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the State of Florida?

Yes () (Proceed to Question 7.1) No () (Proceed to Question 7.2)

- 7.1 If yes, is the Proposer registered with the Florida Department of State, Division of Corporations? yes () no ()

If no, please explain

Is the Proposer in good standing with the State of Florida? yes () no ()

If no, please explain

Date Proposer was organized: _____

- 7.2 If no, provide the following:

The State in which Proposer is organized: _____

Is the Proposer in good standing with that State? yes () no ()

If no, please explain _____

Date Proposer was organized: _____

Is the Proposer registered as a foreign partnership or limited company with the

State of Florida? yes () no ()

If no, please explain _____

8. Does Proposer hold any registrations or licenses with the State of Florida applicable to the contract?
yes (☒) no ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attach additional sheets if necessary):

Type of registration COMMERCIAL APPLICATOR LICENSE

License No SEE ATTACHED Expiration Date _____

Qualifying individual _____ Title _____

List company(s) currently qualified under this license _____

- 8.2 Does the Proposer hold any registrations or licenses with St. Lucie County and/or the State of Florida applicable to the contract?
yes () no (☒)

If yes, please list and provide a photocopy of each listed license or registration:

- 8.3 Does the Proposer hold any registrations or licenses with St. Lucie County applicable to the contract? yes () no (☒)

If yes, please list and provide a photocopy of each listed license or registration:

9. List the Proposer's total annual dollar value of work completed for each of the last four (4) years starting with the latest year and ending with the most current year

(2015) 6,022,145, (2016) 5,436,068, (2017) 6,049,360
(2018YTD) 6,188,126.20.

10. What are the Proposer's current insurance limits? (Provide a copy of applicant's Certificate of Insurance)

General Liability	\$ <u>2,000,000</u>
Automobile Liability	\$ <u>1,000,000</u>
Workers Compensation	\$ <u>1,000,000</u>
Expiration Date	<u>2/21/19 to 11/11/19</u>

11. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no (☒)

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

11.1 What is the Proposer's current worker compensation rating? 1.0

11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years?
yes () no (☒)

If yes, please describe each incident _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Tesoro Community Development District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

LAKE and Wetland MANAGEMENT, INC.
Name of Proposer

By: SLB7C

This 15 day of November, 2018

By: Stuart Fischer
[Type Name and Title of Person Signing]

(Apply Corporate Seal, if
filing as a corporation)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 15 day of November, 2018, by Stuart Fischer, of the President who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



[Signature]
Signature of Notary taking acknowledgment

TESORO COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF NON-COLLUSION

STATE OF Florida
COUNTY OF Palm Beach

I Stuart Fischer, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a President in the firm of Lake and Wetland Management, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

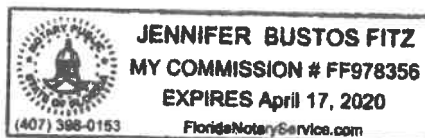
Dated this 15 day of November, 2018.

[Signature]
Signature by authorized representative of Proposer

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 15 day of November 2018, by Stuart Fischer, of the Lake and Wetland Mgmt. who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Signature of Notary taking acknowledgment





Narrative

November 15, 2018

We appreciate your request to have our company provide a bid for lake and conservation area services at Tesoro CDD. Upon receipt of the project manual we surveyed all the lakes, preserve and littoral areas and found some significant issues with the lakes and preserves. Our inspection of your lakes and preserve areas revealed that they contained a broad spectrum of exotic vegetation. The most predominant vegetation found in your lakes are Hydrilla (*Hydrilla verticillata*) and Vallisneria (*Vallisneria spiralis*), which most certainly need immediate attention as they spread quickly. We also encountered naiad (*Najas filifolia*), torpedo grasses (*Panicum repens*), filamentous algae, pennywort (*Hydrocotyle umbellata*), duckweed (*Lemnoideae*) and water lettuce (*Pistia Stratiotes*) that need to be treated. The preserve areas have significant invasive species present with Brazilian Pepper trees being the most dominant.

We believe that we can most certainly enhance the aesthetics and health of your lakes and preserves from the current condition they are in today.

We propose to treat the lakes and preserve areas per the specifications within the bid package. Regular maintenance will include algae, perimeter grasses and brush control of all invasive species. Three licensed applicators will treat the lakes monthly. A five-man crew will treat the preserve areas on a monthly basis, Outfall structures will be kept free of debris and weed growth.

Treatment methods will include the use of a skiff boat, 4x4 ATV, backpack sprayers. We also own the amphibious vehicle called a Truxor which we use for erosion control and exotic weed removal. Our applicators are all licensed, are uniformed and carry telephones so that they can be reached while treating. All of our equipment is in excellent working condition. We would service your property out of our Stuart warehouse, which is located in close proximity to I-95 just minutes from your property. In addition to those maintenance visits the Project Manager will carry out dissolved oxygen testing and layered nutrient testing on an as-needed basis. Monthly reports will be furnished to Tesoro Management. We

would recommend the addition of aeration and fish stocking as an organic method of controlling algae growth.

The industry manages on rigid applicator hours and chemical budgets. We do not have strict budgets. Our field personnel are told to do the job to specification. Do the job. Do it right! Our reputation is beyond reproach, and we use only EPA approved pesticides and herbicides to be in harmony with environmental regulations and compliance requirements. You can also obtain additional information by looking at our website which is located at www.LakeandWetland.com.

Please find all information attached per the request of the CDD. Three References have been chosen in terms of similar scope of work. We have also included a broader reference list which reflects the projects we are currently involved with. Some letters of recommendation have been inserted for your perusal.



Serving the environment since 1992.

CORPORATE OFFICE

9218 87TH PLACE SOUTH
BOYNTON BEACH, FLORIDA 33472

DAYTONA OFFICE

1757 NORTH NOVA ROAD, UNIT 116B
DAYTONA BEACH, FLORIDA 32118

FORT MYERS OFFICE

13721 JETPORT COMMERCE PARKWAY, SUITE #5
FORT MYERS, FLORIDA 33913

JACKSONVILLE-GAINESVILLE OFFICE

3562 NW 97TH BOULEVARD
GAINESVILLE, FLORIDA 32606

KISSIMMEE OFFICE

815 SAWDUST TRAIL
KISSIMMEE, FLORIDA 34744

NAPLES OFFICE

6290 WESTPORT LANE
NAPLES, FLORIDA 34116

ORLANDO OFFICE

4625 OLD WINTER GARDEN ROAD, SUITE B4
ORLANDO, FLORIDA 32811

TAMPA OFFICE

3950 34TH STREET SOUTH, UNIT #3128
ST. PETERSBURG, FLORIDA 33711

TREASURE COAST OFFICE

7703 SW ELLIPSE WAY
STUART, FL 34997

ACCOUNTS PAYABLE OFFICE

5301 NORTH FEDERAL HIGHWAY, SUITE #204
BOCA RATON, FLORIDA 33487



Serving the environment since 1992.

COMPANY PROFILE

Lake and Wetland Management is a full service environmental resource management team, providing aquatic weed and algae control, invasive plant management and removal, large-scale invasive exotic plant removal, lake management services, wetland mitigation management services, native plant nursery and native plant installation, and environmental monitoring. Our team leads the industry of environmental services and has an exemplary reputation with many government agencies, builders, developers, golf courses, property managers, and homeowners association.

Incorporated in April 1992 by brothers Stuart, and Brian Fischer, Lake and Wetland Management has gained vast experience in the exotic and invasive plant control business through working in a variety of Florida's natural environments and various project types. Our time in business has been spent throughout south and central Florida, both on the east and west coasts. Working in different regions and habitat types has made our company versatile, having a unique understanding of what it takes to properly perform the tasks required in this bid.

Based in Boynton Beach, Lake and Wetland Management also maintains offices in Naples, and St. Petersburg, with an Accounting office in Delray Beach. We are a family-owned business operated by two brothers whom share ownership interest. Lake and Wetland Management is fully insured, carrying full coverage to protect our customers, including workman's compensation, liability and property damage.

Lake and Wetland Management currently has a staff of 42 people with various skills in the environmental resource management industry, and owns a wide variety of equipment (list attached) required to perform the work detailed in the bid. Our family of State-certified, trained biologists consists of licensed Commercial Applicators in Aquatics, Natural Areas, and Right-of-Way categories, as well as, ISA Certified Licensed Arborist and stormwater system inspectors.

Lake and Wetland Management is in good standing with all local herbicide distributors. We also have great working relationships with the different governing agencies such as; South Florida Water Management District (Ray Miller, Buddy Robson, Brent Nicholas, Heather Carmen), Palm Beach County (Mike Rawls), Broward County, St. Johns Water Management District, Miami-Dade County Department of Environmental Resource Management (Tim Joyner), and many other municipal entities.

As rapidly as changes occur in our environment, continuing education for the work we perform is essential to remain the best. Lake and Management maintains memberships for our employees with various organizations including International Society of Arboriculture, Florida Exotic Pest Plant Council, Florida Aquatic Plant Management Society, Florida Vegetation Management Association, and the South Florida Aquatic Plant Management Society. Members of our team often volunteer or donate time to causes related to our industry.

Lake and Wetland Management, Inc.

Company philosophy.

Lake and Wetland Management is committed to providing its clients with unsurpassed environmental resource management service. Through constant communication, attention to detail, and following through with our commitments, while keeping the best interest of our environment in the forefront of daily operations we meet these goals. Education of our staff and clients is paramount to our vision of protecting Florida's rapidly changing ecosystems, and is incorporated throughout our company structure.

Stuart Fischer

Owner / Operator

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A – Aquatic Pest Control)

Experience:

Stuart Fischer, along with his brother Brian, opened *Lake and Wetland Management, Inc.* in 1992 and has actively worked in and overseen all preserve management work the company has performed since its inception. Stuart often acts as project manager for the company's larger preserve restoration projects.



Brian Fischer

Owner / Operator

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A – Aquatic Pest Control)

Experience:

Brian Fischer oversees the company's lake management sector, working largely with homeowner associations, property managers and governmental affiliations to maintain waterways throughout Florida. Brian works closely with field supervisors and spray technicians, keeping crews educated on the most current and effective techniques and standards. Brian also serves as the company's CFO.



Adam Grayson

Director of Operations / Ecologist

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A, 21 – Aquatic Pest
Control, Natural Areas)

ISA Certified Arborist, FL-6386A

Experience:

Adam Grayson has been working with *Lake and Wetland Management* since 2000, handling environmental monitoring and overseeing general operations. Adam's expertise lies in plant and wildlife identification, helping to educate maintenance crews and supervisors on proper field ID.



Jennifer Bustos Fitz

Office Manager

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A, 21 – Aquatic Pest
Control, Natural Areas)

Florida Department of
Environmental Protection Certified
Stormwater Systems Inspector

Experience:

Jennifer Bustos Fitz has been
working in the environmental field
since 1997. She serves as *Lake and
Wetland Management's* Office
Manager and has a strong sense of
field operations and maintains her
applicators license.



Russell Hunt

Biologist

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A – Aquatic Pest Control)

International Society of Arboriculture
Certified Arborist

Experience:

Russell Hunt currently works as the
Qualified Mitigation Specialist at
FPL's Everglades Mitigation Bank,
overseeing all environmental matters
for this unique wetland mitigation
area. Russell also works as consulting
biologist and arborist for various
company projects and has the ability
to run maintenance crews in
mitigation areas.



Edgar Santiago

Field Supervisor

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A Aquatic Pest Control)

Experience:

Edgar Santiago has been working
with *Lake and Wetland Management*
since 1996 and oversees native plant
installation and wetland littoral shelf
herbicide applications. Edgar spends
much of his time on training and
education of field technicians as well
as acting as liaison for homeowners,
County inspectors and property
management.



Chris MacDonald

Project Manager

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A, 21 – Aquatic Pest
Control, Natural Areas)

Experience:

Chris MacDonald has been working in the environmental field for over 10 years and has extensive knowledge working on a variety of large-scale projects. Chris has worked on and overseen work crews for South Florida Water Management District, Florida Power and Light, Florida Fish and Wildlife Conservation Commission, The Seminole Tribe and various other public and private



Scott McFarlane

Field Supervisor

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A, 21 – Aquatic Pest
Control, Natural Areas)

Experience:

Scott McFarlane is a crew supervisor who has many years of experience in working on government jobs, and is familiar with proper protocol and associated paperwork. Scott is well-versed in native and invasive plant identification as well as herbicide application and can operate a variety of machinery associated with the job.



Gonzalo Ayres

Field Supervisor

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A – Aquatics)

Experience:

Gonzalo Ayres supervises the company's recurring lake, preserve and natural area maintenance on the west coast. Gonzalo oversees multiple work crews, and coordinates work schedules. He also attends meetings with customers, and sales team members.



AJ Dilevo

Field Supervisor

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (21 – Natural Areas)

Experience:

Since joining our company, AJ has worked on a variety of jobs, including preserve management, planting operations and lake management. AJ has a strong knowledge base of plant identification and can operate a variety of specialized machinery.



Diego Araya

Field Supervisor

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (21 – Natural Areas)

Experience:

Diego Araya has been with Lake and Wetland Management since 1998 and is the primary supervisor under Stuart on the majority of our large-scale invasive plant removal jobs. Diego has worked in very large preserve tracts and operated a variety of heavy-duty equipment that is required in this area of operations.



Steve Carbol

Biologist / Sales

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A, – Aquatic Pest Control)

Experience: Steve Carbol joined Lake & Wetland Management in 2015. He earned his Bachelor's of Science in Environmental Education from Ohio University, and is a certified Florida Master Naturalist Instructor. Steve honed his scientific and interpretive skills managing environmental education programs with leading national and regional institutions. Steve handles sales, and environmental monitoring reports.





Project Manager: Clem Foley

Clem Foley is our Treasure Coast Sales and Project Manager and is an émigré from Ireland. Clem began his experience in Lake Management twelve years ago with Lakes Masters. He managed multiple projects and increased their portfolio substantially over the ten years he spent with them, when their company sold we promptly offered him a position with our Treasure Coast operations. He is a member of the South Florida Aquatic Plant Management Society. He is an active member of two local chapters of the Florida Turfgrass Association, several local chapters of the Community Associates, Inc. and a member of the South East Florida Apartment Association. He became certified by the Florida Department of Environmental Protection as a Stormwater Erosion and Sedimentation Control Inspector. He is licensed by the Florida Department of Agriculture and Consumer Services in Aquatic Pest and Weed Control. He received a Bachelor of Arts in Social Science from St. Patrick's College, Ireland. Clem is well known in the industry for his exemplary and unparalleled customer service.



10:58 AM
11/13/18
Cash Basis

Lake and Wetland Management, Inc.
Balance Sheet
As of December 31, 2016

	Dec 31, 16
ASSETS	
Current Assets	
Checking/Savings	
CenterState Bank Operating	39,042.60
Total Checking/Savings	39,042.60
Accounts Receivable	
Accounts Receivable	-345.00
Total Accounts Receivable	-345.00
Other Current Assets	
Due from L&W Gainesville/Jackson	2,561.42
Due From BS Investments LLC	205,500.00
Due From L & W Daytona 2016	159.63
Due From L & W Kissimmee	1,184.69
Due From L & W Miami-Dade/Brwr	3,152.40
Due From L & W Orlando/Tampa	14,671.66
Due From L&W Pt St Lucie	573.23
Due From L & W USA	3,041.30
Total Other Current Assets	230,844.33
Total Current Assets	269,541.93
Fixed Assets	
Closing Costs	4,763.20
Accumulated Amortization	-3,269.00
Automobiles & Trucks	1,399,266.48
Equipment Purchased	1,160,483.11
Furniture & Fixtures	1,900.00
Leasehold Improv. - Warehouse	182,191.14
Office Equipment	15,488.13
Accumulated Depreciation	-2,314,605.58
Total Fixed Assets	446,217.48
Other Assets	
N/R Orlando Tampa - Equip Lease	48,926.37
Note Rec Lake & Wetland Ori/Tp	436,934.76
Security Deposits	3,388.80
Total Other Assets	489,249.93
TOTAL ASSETS	1,205,009.34
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Commercial Line of Credit - CSB	270,968.15
Sales Tax Liability	1,214.69
Total Other Current Liabilities	272,182.74
Total Current Liabilities	272,182.74

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Cash Basis

Lake and Wetland Management, Inc.
Balance Sheet
As of December 31, 2016

	Dec 31, 16
Long Term Liabilities	
Note Payable Farm Credit	151,615.13
Capital Lease Payable CenterSta	83,625.79
Deferred Revenue Orlando/Tampa	436,934.76
Kubota 239.80 #25958	5,755.35
Kubota 286.07 #25427	6,865.71
Kubota 286.07 #25420	6,865.71
Kubota 308.23 #25968	7,397.59
Kubota 323.00 #25952	7,752.10
Kubota 337.78 #25218	8,106.84
Kubota 390.48 (prin only)	2,733.23
Kubota 394.92 (prin only) #417	4,344.12
Kubota 1707.22 #35038	83,653.51
2014 Toyota Tundra 1084 1159.26	12,529.29
2014 Ford F150 6828 1527.95	27,857.67
2015 Toyota Tacoma 2861 974.01	10,532.72
2015 Toyota Tacoma 7147 972.76	12,392.25
2015 Toyota Tacoma 2994 980.05	16,244.39
2015 Ford F250 7757 1166.91	9,151.65
2015 Ford F250 7758 1162.61	9,118.09
2015 Ford F350 2566 981.14	45,794.19
2015 Ford F350 3218 1138.62	24,109.66
2016 Ford F150 0636 \$723.45	30,824.97
2016 Ford F150 0640 \$841.52	33,379.69
2016 Ford F150 \$885.27	36,989.14
2016 Ford F150 0635 \$956.57	40,758.13
2017 Ford F350 4814 \$1280.23	65,846.42
Note Payable CenterState Bank	76,253.58
Total Long Term Liabilities	1,257,431.68
Total Liabilities	1,529,614.42
Equity	
*Retained Earnings	-69,404.03
Capital Stock	200.00
Net Income	-255,401.05
Total Equity	-324,605.08
TOTAL LIABILITIES & EQUITY	1,205,009.34

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11/13/18
Cash Basis

Lake and Wetland Management, Inc.
Profit & Loss
January through December 2016

	Jan - Dec 16
Ordinary Income/Expense	
Income	
Non-Recurring Income	
Onetime	
201 Littoral/Wetland Planting	176,093.11
202 Preserve/Upland Planting	163,160.45
203 Lake Treatment	10,125.63
204 Littoral/Wetland Treatment	89,511.00
205 Preserve/Upland Clearing	422,612.67
206 Fencing	12,480.00
208 Debris Removal Service	2,803.00
209 Fish Stocking	20,260.00
210 Land Clearing	163,037.27
211 Sign Installation	7,250.00
213 Water Testing	150.00
214 Fountain Repairs/Install	35,770.37
216 Materials	6,995.55
219 Monitoring Reports	19,734.00
226 Drainage	9,525.00
228 Mapping / Sounding Service	880.00
230 WeeDoo	40,765.80
231 Truxor	81,430.51
Total Onetime	1,262,584.36
Non-Recurring Income - Other	6,640.00
Total Non-Recurring Income	1,269,224.36
Recurring Income	
101 Lake Maintenance	1,208,250.47
102 Littoral/Wetland Maintenance	467,712.63
103 Preserves/Upland Area Maint	367,591.44
104 Insecticide Maintenance	109,742.38
106 Monitoring Reports	3,040.00
107 Fountain Maintenance	14,256.04
108 SFWM	1,546,525.64
109 Water Testing	1,765.00
128 Mapping / Sounding Service	3,300.00
207 Shoresox / Dredgesox	444,660.21
Total Recurring Income	4,166,843.81
Commission Income	3,698.81
Misc Income	7,721.52
Nursery Plant Sales	17,557.65
Other Income	50.00
Reimbursed Exp from Franchisees	758.72
Subcontracted Income Territory	13,636.97
Customer Discount	-9,828.92
Refunds and Chargebacks	744.58
Total Income	5,470,407.50
Cost of Goods Sold	
Debris Removal	1,005.00
Equipment Rental	102,943.28
Erosion/Material	81,709.73
Fencing	7,605.36
Fish Stocking	19,897.09
Fountain Installation	13,320.06
Fountain Repair	21,678.13
Fuel	
Diesel On Road	1,334.01
Fuel - Other	176,184.22
Total Fuel	177,518.23

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Cash Basis

Lake and Wetland Management, Inc.

Profit & Loss

January through December 2016

	Jan - Dec 16
Labor Pool	
Craftstaff	688,653.54
Pacesetters	4,498.85
Sunshine	4,695.00
Tee Off Temp - East	564,522.49
Total Labor Pool	1,262,369.88
Material/Rock	340.26
Mulch / Pine Straw	20,676.22
Plantings	21,042.32
Purchases - Herbicides	
Insecticide	5,302.36
Purchases - Herbicides - Other	470,817.54
Total Purchases - Herbicides	476,119.90
Sod	20,673.60
Sub Contractors	82,228.44
Total COGS	2,309,127.50
Gross Profit	3,161,280.00
Expense	
Amortization Expense	953.00
Advertising & Promotion	23,400.69
Alarm & Security	717.38
Auto reimbursement	27,483.41
Bank Charges	645.00
Boat Expense	43,717.07
Casual Labor	1,000.00
Charitable Contributions	18,788.80
Commissions	5,560.78
Computer & Internet Expense	
Field	618.72
Computer & Internet Expense - Other	11,129.33
Total Computer & Internet Expense	11,748.05
Credit Card Fees	167.83
Depreciation Expense	420,741.00
Dues & Subscriptions	9,719.00
Educational	6,221.74
Employee Benefits (MEDICAL)	1,500.34
Employees Reimbursement	4,000.00
Gifts	142.50
Holiday Expense	32,733.47
Homeland Nursery Expense	196,222.42
Insurance	
Auto	221,362.36
Equipment	2,504.48
General Liability	0.00
Health	100,950.81
Life - Employee	3,590.64
Nursery	1,300.00
Property	0.00
Workers Comp	59,455.00
Other	2,391.00
Total Insurance	391,554.29
Interest Expense	27,275.68
Landscape Expense	10,760.50
Late Fees	292.43
Licenses & Fees	3,143.19
Meals & Entertainment	18,836.27
Mitigation Expense	34,725.00
Monitoring Expense	5,625.00

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Cash Basis

Lake and Wetland Management, Inc.
Profit & Loss
January through December 2016

	Jan - Dec 16
Nursery Expense	
Top Soil	2,074.98
Nursery Expense - Other	54,494.66
Total Nursery Expense	56,569.64
Office Supplies & Expense	
Equipment Rental	8,590.39
Postage	2,374.21
Office Supplies & Expense - Other	19,195.33
Total Office Supplies & Expense	30,159.93
Outside Services	3,087.50
Payroll Expense	
Payroll Processing Fee	9,851.75
Payroll Taxes	90,378.82
Wages	1,218,598.99
Total Payroll Expense	1,318,829.56
Pest Control	826.80
Professional Fees	
Settlement	1,492.16
Accounting	9,880.49
Consulting	470,760.00
Legal Services	21,173.43
Total Professional Fees	503,306.08
Promotions	13,618.23
Recruiting Expense	501.81
Refuge	6,952.30
Reimbursed Expenses	673.52
Rent	33,542.24
Repairs & Maintenance	
Auto & Truck Repair Expense	91,211.31
Equipment Repair & Maintenance	57,309.65
Trailer	11,834.64
Repairs & Maintenance - Other	958.66
Total Repairs & Maintenance	161,314.26
Sponsorship	3,300.00
Small Tools	250.11
Supplies	57,776.90
Taxes	
State Income Tax	0.00
Taxes - Other	3,491.18
Total Taxes	3,491.18
Telephone	
Mobile Phone	8,421.22
Telephone - Other	21,537.51
Total Telephone	29,958.73
Tradeshaw	2,210.60
Travel	
Meals/Per Diem	8,539.44
Lodging	62,574.78
Tolls & Parking - Sunpass	8,222.28
Travel - Other	7,044.79
Total Travel	86,381.29

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Cash Basis

Lake and Wetland Management, Inc.
Profit & Loss
January through December 2016

	Jan - Dec 16
Uniforms	9,056.95
Utilities	5,777.82
Void	0.00
Warehouse Expense	125.00
Water Tests	6,003.00
Total Expense	3,631,388.29
Net Ordinary Income	-470,108.29
Other Income/Expense	
Other Income	
Deferred Gain Recognized	186,442.21
Interest Income	19,600.03
Gain (Loss) on Sale of Assets	11,192.00
Total Other Income	217,234.24
Other Expense	
Penalties	27.00
Political Contributions	2,500.00
Total Other Expense	2,527.00
Net Other Income	214,707.24
Net Income	-255,401.05

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Cash Basis

Lake and Wetland Management, Inc.
Balance Sheet
As of December 31, 2017

	Dec 31, 17
ASSETS	
Current Assets	
Checking/Savings	
CenterState Bank Operating	43,555.40
Total Checking/Savings	43,555.40
Accounts Receivable	
Accounts Receivable	-606.20
Total Accounts Receivable	-606.20
Other Current Assets	
Due from L&W Gainesville/Jackso	2,561.42
Due From BS Investments LLC	187,500.00
Due From L & W Daytona 2016	325.07
Due From L & W Miami-Dade/Brwr	11,185.40
Due From L & W Orlando/Tampa	14,803.03
Due From L & W USA	2,750.40
Total Other Current Assets	219,125.32
Total Current Assets	262,074.52
Fixed Assets	
Closing Costs	4,763.20
Accumulated Amortization	-4,222.00
Automobiles & Trucks	1,418,102.73
Equipment Purchased	1,175,860.51
Furniture & Fixtures	1,900.00
Leasehold Improv. - Warehouse	202,872.78
Office Equipment	15,038.13
Accumulated Depreciation	-2,389,105.13
Total Fixed Assets	425,210.22
Other Assets	
Note Receivable Jacks/Gains	20,788.06
N/R Orlando Tampa - Equip Lease	5,056.38
Note Rec Lake & Wetland Ori/Tp	306,996.07
Security Deposits	1,025.00
Total Other Assets	333,865.51
TOTAL ASSETS	1,021,150.25
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Commercial Line of Credit - CSB	260,968.15
Sales Tax Liability	1,414.09
Total Other Current Liabilities	262,382.24
Total Current Liabilities	262,382.24

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11/13/18
Cash Basis

Lake and Wetland Management, Inc.
Balance Sheet
As of December 31, 2017

	Dec 31, 17
Long Term Liabilities	
Note Payable Farm Credit	129,079.10
Capital Lease Payable CenterSta	56,362.04
Deferred Revenue Orlando/Tampa	306,996.07
Kubota 239.80 #25958	2,877.75
Kubota 256.29 #17240	9,995.35
Kubota 286.07 #25427	3,432.87
Kubota 286.07 #25420	3,432.87
Kubota 308.23 #25968	3,698.83
Kubota 323.00 #25952	3,876.10
Kubota 337.78 #25218	4,053.48
Kubota 1707.22 #35038	63,166.87
2014 Ford F150 6828 1527.95	10,518.72
2015 Toyota Tacoma 7147 972.76	965.36
2015 Toyota Tacoma 2994 980.05	3,881.81
2015 Ford F350 2566 981.14	36,085.20
2015 Ford F350 3218 1138.62	11,172.99
2016 Ford F150 0636 \$723.45	23,515.70
2016 Ford F150 0640 \$841.52	23,832.68
2016 Ford F150 \$885.27	28,007.54
2016 Ford F150 0635 \$956.57	31,093.58
2017 Ford F150 \$623.29	22,217.41
2017 Ford F150 \$868.84	32,834.88
2017 Ford F150 \$1018.32	39,440.85
2017 Ford F250 \$1028.64	37,680.34
2017 Ford F350 4814 \$1280.23	53,488.38
Note Payable CenterState Bank	48,023.59
Total Long Term Liabilities	989,730.36
Total Liabilities	1,252,112.60
Equity	
*Retained Earnings	-324,805.08
Capital Stock	200.00
Net Income	93,642.73
Total Equity	-230,962.35
TOTAL LIABILITIES & EQUITY	1,021,150.25

10:54 AM
11/13/18
Cash Basis

Lake and Wetland Management, Inc.

Profit & Loss

January through December 2017

	Jan - Dec 17
Ordinary Income/Expense	
Income	
Non-Recurring Income	
Onetime	
201 Littoral/Wetland Planting	345,643.46
202 Preserve/Upland Planting	92,308.70
203 Lake Treatment	11,946.39
204 Littoral/Wetland Treatment	16,791.10
205 Preserve/Upland Clearing	429,054.98
206 Fencing	5,856.00
208 Debris Removal Service	3,715.00
209 Fish Stocking	38,368.37
210 Land Clearing	106,592.87
211 Sign Installation	0.00
214 Fountain Repairs/Install	81,255.00
215 Sod	20,930.40
216 Materials	4,788.75
219 Monitoring Reports	6,380.00
220 Tree Trimming	8,300.00
226 Drainage	1,800.00
228 Mapping / Sounding Service	900.00
230 WeeDoo	25,800.00
231 Truxor	72,528.98
Total Onetime	1,272,960.00
Non-Recurring Income - Other	19,498.81
Total Non-Recurring Income	1,292,458.81
Recurring Income	
101 Lake Maintenance	1,114,570.86
102 Littoral/Wetland Maintenance	443,968.13
103 Preserves/Upland Area Maint	543,979.06
104 Insecticide Maintenance	88,801.05
106 Monitoring Reports	40,858.49
107 Fountain Maintenance	15,316.21
108 SFWM	1,648,761.58
109 Water Testing	3,990.00
128 Mapping / Sounding Service	1,200.00
207 Shoresox / Dredgesox	860,793.36
Total Recurring Income	4,762,238.74
Misc Income	5,447.48
Nursery Plant Sales	2,077.11
Other Income	286.31
Reimbursed Exp from Franchisees	303.75
Subcontracted Income Territory	4,380.00
Customer Discount	-8,909.95
Refunds and Chargebacks	400.45
Total Income	6,058,682.70
Cost of Goods Sold	
Debris Removal	13,116.57
Equipment Rental	72,000.00
Erosion/Material	92,057.51
Fish Stocking	14,858.87
Fountain Installation	28,175.34
Fountain Repair	46,636.00

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11/13/18
Cash Basis

Lake and Wetland Management, Inc.
Profit & Loss
January through December 2017

	Jan - Dec 17
Fuel	
Diesel Off Road	4,287.53
Diesel On Road	11,988.93
SFWMD	120,790.03
Fuel - Other	52,552.67
Total Fuel	189,619.16
Labor Pool	
Craftstaff	745,232.34
Sunshine	13,475.70
Tee Off Temp - East	377,146.77
Total Labor Pool	1,135,854.81
Material/Rock	4,780.76
Plantings	14,830.23
Purchases - Herbicides	
Insecticide	14,125.62
Purchases - Herbicides - Other	284,393.09
Total Purchases - Herbicides	298,518.71
Purchases - Herbicide SFWMD	141,569.48
Sod	78,139.70
Sub Contractors	140,856.25
Total COGS	2,271,013.39
Gross Profit	3,787,669.31
Expense	
Bad Debt Expense	5,213.15
Amortization Expense	953.00
Advertising & Promotion	4,786.38
Alarm & Security	2,004.84
Auto reimbursement	16,603.63
Bank Charges	575.00
Boat Expense	70,032.69
Charitable Contributions	7,969.50
Commissions	1,647.50
Computer & Internet Expense	
Field	314.98
Computer & Internet Expense - Other	13,978.62
Total Computer & Internet Expense	14,293.60
Consulting Expense	18,750.00
Credit Card Fees	119.53
Delivery Charges	900.00
Depreciation Expense	322,724.00
Dues & Subscriptions	1,920.00
Employee Benefits (MEDICAL)	280.00
Gifts	2,339.75
Holiday Expense	22,985.00
Homeland Nursery Expense	157,963.28

10:54 AM
11/13/18
Cash Basis

Lake and Wetland Management, Inc.
Profit & Loss
January through December 2017

	Jan - Dec 17
Insurance	
Excessive Liability	30,860.00
Auto	173,794.95
Boat	27,104.00
Equipment	1,840.00
General Liability	13,348.86
Health	152,246.00
Inland Marine	261.88
Life - Employee	4,057.30
Nursery	266.02
Workers Comp	60,506.00
Other	4,632.55
Insurance - Other	-8,727.21
Total Insurance	460,190.35
Interest Expense	41,765.61
Landscape Expense	20,646.32
Late Fees	199.58
Licenses & Fees	4,298.13
Meals & Entertainment	14,814.23
Membership Dues	2,974.34
Miscellaneous	1,705.52
Mitigation Expense	32,055.00
Monitoring Expense	2,406.25
Nursery Expense	
Top Soil	5,391.00
Nursery Expense - Other	58,918.72
Total Nursery Expense	64,309.72
Office Supplies & Expense	
Equipment Rental	8,524.36
Postage	7,063.35
Office Supplies & Expense - Other	12,040.30
Total Office Supplies & Expense	27,628.01
Outside Services	194.00
Payroll Expense	
Payroll Processing Fee	8,963.88
Payroll Taxes	98,999.01
Wages	
Supervisor	95,059.99
Wages - Other	1,143,998.02
Total Wages	1,239,058.01
Total Payroll Expense	1,347,020.90
Pest Control	833.30
Professional Fees	
Settlement	100.00
Accounting	10,550.00
Consulting	715,000.00
Legal Services	3,455.45
Total Professional Fees	729,105.45
Promotions	3,707.44
Recruiting Expense	1,944.31
Refuge	4,393.00
Reimbursed Expenses	1,566.21
Rent	52,646.11
Repairs & Maintenance	
Auto & Truck Repair Expense	82,393.00

10:54 AM
11/13/18
Cash Basis

Lake and Wetland Management, Inc.
Profit & Loss
January through December 2017

	Jan - Dec 17
Equipment Repair & Maintenance	76,443.18
Trailer	7,319.75
Repairs & Maintenance - Other	10,144.96
Total Repairs & Maintenance	176,300.89
Seminars & Education	1,564.70
Signs/Magnets	9,405.00
Sponsorship	2,200.00
Storage Expense	7,369.95
Supplies	73,899.05
Taxes	2,594.07
Telephone	
Mobile Phone	11,262.19
Telephone - Other	19,055.01
Total Telephone	30,317.20
Tradeshow	3,246.99
Travel	
Meals/Per Diem	9,419.53
Lodging	35,793.72
Tolls & Parking - Sunpass	8,663.09
Travel - Other	3,122.47
Total Travel	56,998.81
Uniforms	10,392.14
Utilities	6,035.23
Void	0.00
Warehouse Expense	5,000.00
Water Tests	5,869.00
Total Expense	3,857,657.66
Net Ordinary Income	-69,988.35
Other Income/Expense	
Other Income	
Deferred Gain Recognized	129,938.69
Reimbursed Franchisee Income	1,343.00
Interest Income	11,769.13
Gain (Loss) on Sale of Assets	21,080.26
Total Other Income	164,131.08
Other Expense	
Ask My Accountant	0.00
Political Contributions	500.00
Total Other Expense	500.00
Net Other Income	163,631.08
Net Income	93,642.73

10:58 AM
11/13/18
Cash Basis

Lake and Wetland Management, Inc.
Balance Sheet
As of October 31, 2018

	Oct 31, 18
ASSETS	
Current Assets	
Checking/Savings	
CenterState Bank Operating	260,795.46
Total Checking/Savings	260,795.46
Accounts Receivable	
Accounts Receivable	-8,282.05
Total Accounts Receivable	-8,282.05
Other Current Assets	
Loan Receivable Ryan Bergman	240.00
Due from L&W Gainesville/Jacksn	2,561.42
Due From Shoresox LLC	847.72
Due From BS Investments LLC	174,500.00
Due From L & W Daytona 2016	16.16
Due From L & W Miami-Dade/Brwr	6,155.40
Due From L & W Orlando/Tampa	14,754.78
Due From L&W Pt St Lucie	-1,000.00
Due From L & W USA	3,264.81
*Undeposited Funds	85,399.91
Total Other Current Assets	286,740.20
Total Current Assets	539,253.61
Fixed Assets	
Closing Costs	4,763.20
Accumulated Amortization	-4,222.00
Automobiles & Trucks	1,560,495.02
Equipment Purchased	1,199,938.40
Furniture & Fixtures	1,900.00
Leasehold Improv. - Warehouse	202,872.78
Office Equipment	15,038.13
Accumulated Depreciation	-2,244,198.87
Total Fixed Assets	736,586.66
Other Assets	
Note Receivable Jacks/Gains	17,538.06
Note Rec Lake & Wetland Orl/Tp	184,416.60
Security Deposits	1,025.00
Total Other Assets	202,979.66
TOTAL ASSETS	1,478,819.93
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
loan Payable to Gonzalo	-800.00
Commercial Line of Credit - CSB	260,968.15
*Payroll Liabilities	0.10
Sales Tax Liability	1,414.09
Total Other Current Liabilities	261,582.34
Total Current Liabilities	261,582.34

10:58 AM
11/13/18
Cash Basis

Lake and Wetland Management, Inc.
Balance Sheet
As of October 31, 2018

	Oct 31, 18
Long Term Liabilities	
Note Payable Farm Credit	105,528.27
Capital Lease Payable CenterSta	33,624.54
Deferred Revenue Orlando/Tampa	184,416.60
Kubota 239.80 #25958	479.75
Kubota 256.29 #17240	7,432.45
Kubota 286.07 #25427	572.17
Kubota 286.07 #25420	572.17
Kubota 308.23 #25968	616.53
Kubota 323.00 #25952	646.10
Kubota 337.78 #25218	675.68
Kubota 393.29 #43987 SN	11,012.27
Kubota 1707.22 #35038	46,094.67
2015 Ford F350 2566 981.14	27,616.06
2016 Ford F150 0636 \$723.45	17,139.89
2016 Ford F150 0640 \$841.52	15,737.06
2016 Ford F150 \$885.27	20,173.20
2016 Ford F150 0635 \$956.57	22,663.29
2017 Ford F150 \$623.29	16,891.54
2017 Ford F150 \$868.84	24,607.53
2017 Ford F150 \$1018.32	29,813.32
2017 Ford F250 \$1028.64	27,961.26
2017 Ford F350 4814 \$1280.23	42,708.67
2018 Ford F350 3419 \$741.53	30,356.89
2018 Ford F150 4872 \$795.59	31,558.69
2018 Ford F150 4548 \$904.40	38,410.16
2018 Ford F150 4549 \$943.92	40,089.05
2018 Ford F150 6633 \$1133.30	66,865.09
2019 Ford F150 6183 \$1207.56	64,429.50
Note Payable CenterState Bank	23,608.72
Total Long Term Liabilities	932,301.12
Total Liabilities	1,193,883.46
Equity	
*Retained Earnings	-231,162.35
Capital Stock	200.00
Net Income	515,898.82
Total Equity	284,936.47
TOTAL LIABILITIES & EQUITY	1,478,819.93

10:56 AM
11/13/18
Cash Basis

Lake and Wetland Management, Inc.
Profit & Loss
January through October 2018

	Jan - Oct 18
Ordinary Income/Expense	
Income	
Non-Recurring Income	
Onetime	
201 Littoral/Wetland Planting	154,381.80
202 Preserve/Upland Planting	262,170.85
203 Lake Treatment	9,435.65
204 Littoral/Wetland Treatment	32,403.75
205 Preserve/Upland Clearing	681,596.40
206 Fencing	9,060.40
208 Debris Removal Service	13,370.00
209 Fish Stocking	28,255.09
210 Land Clearing	51,563.00
211 Sign Installation	23,664.00
212 Mulching	246.00
214 Fountain Repairs/Install	36,430.80
215 Sod	3,931.50
216 Materials	6,680.00
219 Monitoring Reports	8,780.00
220 Tree Trimming	22,458.00
225 Staff Gauge Readings	1,950.00
226 Drainage	300.00
230 WeeDoo	6,300.00
231 Truxor	6,950.00
232 Erosion Other	23,482.00
Total Onetime	1,383,409.24
Planting	146.26
Non-Recurring Income - Other	96,186.36
Total Non-Recurring Income	1,479,741.86
Recurring Income	
101 Lake Maintenance	897,260.73
102 Littoral/Wetland Maintenance	359,975.92
103 Preserves/Upland Area Maint	291,523.80
104 Insecticide Maintenance	94,810.03
106 Monitoring Reports	15,861.00
107 Fountain Maintenance	17,701.00
108 SFWM	1,861,459.63
109 Water Testing	400.00
207 Shoresox / Dredgesox	1,120,241.52
Total Recurring Income	4,659,233.63
Commission Income	-4,332.50
Misc Income	35,286.91
Nursery Plant Sales	3,019.17
Other Income	358.80
Reimbursed Exp from Franchisees	13,890.19
Subcontracted Income Territory	7,480.00
Customer Discount	-7,535.63
Refunds and Chargebacks	983.77
Total Income	6,188,126.20
Cost of Goods Sold	
Debris Removal	0.00
Equipment Rental	2,500.00
Erosion/Material	275,655.29
Fencing	3,500.00
Fish Stocking	22,687.49
Fountain Installation	4,730.68
Fountain Repair	30,984.00

10:56 AM
11/13/18
Cash Basis

Lake and Wetland Management, Inc.
Profit & Loss
January through October 2018

	Jan - Oct 18
Fuel	
Diesel Off Road	1,282.67
Diesel On Road	1,399.34
SFWMD	3,277.09
Fuel - Other	158,472.33
Total Fuel	164,431.43
Labor Pool	
Craftstaff	698,272.20
Sunshine	124,525.80
Tee Off Temp - East	338,233.75
Labor Pool - Other	54,641.90
Total Labor Pool	1,215,673.65
Material/Rock	3,709.51
Mulch / Pine Straw	3,524.85
Plantings	45,022.77
Purchases - Herbicides	
Fertilizer	4,451.20
Insecticide	4,183.43
Purchases - Herbicides - Other	286,514.70
Total Purchases - Herbicides	295,149.33
Purchases - Herbicide SFWMD	138,889.71
Sod	40,135.96
Sub Contractors	462,298.45
Surveys	1,600.00
Total COGS	2,710,493.12
Gross Profit	3,477,633.08
Expense	
Vendor Portal Expense	808.53
Marketing	7,738.40
Advertising & Promotion	4,842.00
Alarm & Security	2,235.42
Auto reimbursement	11,689.29
Bank Charges	450.00
Boat Expense	30,818.78
Charitable Contributions	7,726.70
Computer & Internet Expense	
Field	400.00
Computer & Internet Expense - Other	9,414.31
Total Computer & Internet Expense	9,814.31
Consulting Expense	70,135.00
Credit Card Fees	302.97
Dues & Subscriptions	1,349.00
Educational	1,250.00
Employee Benefits (MEDICAL)	80.00
Employees Reimbursement	500.00
Federal Income Tax	0.00
Gifts	2,000.00
Homeland Nursery Expense	139,769.40

10:56 AM
11/13/18
Cash Basis

Lake and Wetland Management, Inc.
Profit & Loss
January through October 2018

	Jan - Oct 18
Insurance	
Auto	73,583.38
Equipment	33,543.32
General Liability	27,893.72
Health	95,635.37
Inland Marine	45,841.20
Life - Employee	3,041.48
Workers Comp	63,340.00
Other	20,429.70
Total Insurance	363,308.17
Interest Expense	31,510.61
Landscape Expense	4,551.03
Late Fees	232.38
Licenses & Fees	2,500.50
Meals & Entertainment	15,047.70
Membership Dues	1,210.00
Mitigation Expense	28,290.00
Nursery Expense	
Top Soil	11,042.13
Nursery Expense - Other	26,438.19
Total Nursery Expense	37,480.32
Office Supplies & Expense	
Equipment Rental	12,576.00
Postage	4,233.40
Office Supplies & Expense - Other	23,254.22
Total Office Supplies & Expense	40,063.62
Outside Services	6,224.35
Payroll Expense	
Payroll Processing Fee	6,206.58
Payroll Taxes	85,349.11
Wages	1,112,641.13
Total Payroll Expense	1,204,196.82
Pest Control	695.50
Professional Fees	
Settlement	0.00
Accounting	8,160.59
Consulting	575,000.00
Legal Services	513.50
Total Professional Fees	583,674.09
Promotions	15,536.21
Refuge	1,612.08
Rent	51,000.00
Repairs & Maintenance	
Auto & Truck Repair Expense	61,790.45
Equipment Repair & Maintenance	56,885.84
Trailer	10,212.81
Repairs & Maintenance - Other	4,768.38
Total Repairs & Maintenance	133,657.48
Sales Meeting	32,169.76
Signs/Magnets	7,495.00
Sponsorship	2,440.00
Supplies	31,976.73
Suspense	4,175.33

10:56 AM
11/13/18
Cash Basis

Lake and Wetland Management, Inc.
Profit & Loss
January through October 2018

	Jan - Oct 18
Telephone	
Mobile Phone	12,768.59
Telephone - Other	17,640.78
Total Telephone	30,409.37
Tradeshaw	3,287.33
Travel	
Meals/Per Diem	8,885.58
Lodging	51,186.12
Tolls & Parking - Sunpass	9,540.69
Travel - Other	2,412.07
Total Travel	72,024.46
Uniforms	11,391.74
Utilities	4,875.79
Void	0.00
Warehouse Expense	4,073.00
Water Tests	11,805.40
Total Expense	3,028,424.57
Net Ordinary Income	449,208.51
Other Income/Expense	
Other Income	
Deferred Gain Recognized	122,579.47
Interest Income	8,775.21
Total Other Income	131,354.68
Other Expense	
Brian Suspense	60,000.00
Ask My Accountant	4,218.37
Penalties	446.00
Total Other Expense	64,664.37
Net Other Income	66,690.31
Net Income	515,898.82



Three References similar in scope:

GROUND APPLICATION SERVICES	October 1, 2012 - September 30, 2021
Tony Griffin	Aquatic, Wetland and Terrestrial
SFWMD	Vegetation Control
3301 Gun Club Road	
West Palm Beach, FL 33406	tgriffin@sfwmd.gov
(561) 682-5328	
(561) 682-5665 Fax	

PORTOFINO ISLES C.D.D.	Open End Contract
Rich Hans	Mitigation Area Planting, Lake, and Mitigation
GMS-SF, LLC	Area Maintenance. Annual Monitoring Reports.
5701 N. Pine Island Road, Suite #370	
Ft. Lauderdale, FL 33321	rhans@govmgtsvc.com
(954) 721-8681 x-201	
(954) 721-9202 Fax	

PELICAN MARSH C.D.D.	September 30, 2018
John Vanover	7 Years of Maintenance for 71 waterbodies.
985 Pelican Marsh Boulevard	
Naples, FL 34108	johnjcv@yahoo.com
(239) 592-5181	
(239) 592-9021 Fax	



GOVERNMENT REFERENCES

GROUND APPLICATION SERVICES Tony Griffin SFWMD 3301 Gun Club Road West Palm Beach, FL 33406 (561) 682-5328 (561) 682-5665 Fax	October 1, 2012 - September 30, 2021 Aquatic, Wetland and Terrestrial Vegetation Control tgriffin@sfwmd.gov
PORTOFINO ISLES C.D.D. Rich Hans GMS-SF, LLC 5701 N. Pine Island Road, Suite #370 Ft. Lauderdale, FL 33321 (954) 721-8681 x-201 (954) 721-9202 Fax	Open End Contract Mitigation Area Planting, Lake, and Mitigation Area Maintenance. Annual Monitoring Reports. rhans@govmgtsvc.com
PELICAN MARSH C.D.D. John Vanover 985 Pelican Marsh Boulevard Naples, FL 34108 (239) 592-5181 (239) 592-9021 Fax	September 30, 2018 7 Years of Maintenance for 71 waterbodies. johnjcv@yahoo.com
STONEGATE C.D.D. Luis Hernandez GMS-SF, LLC 5701 N. Pine Island Road, Suite#370 Ft. Lauderdale, FL 33321 (954) 721-8681 x-204 (954) 721-9202 Fax	September 30, 2012 4 Years of Maintenance for 6 lakes. lhernandez@govmgtsvc.com
CITY OF OAKLAND PARK Arthur Saey Stormwater Department 5100 NE 12 th Terrace Oakland Park, FL 33334 (954) 630-4433 (954) 561-6109 Fax	September 30, 2013 3 Year of Maintenance for 13 waterbodies, Water Quality Testing, Mitigation Area Maintenance, and Cattail Clean-up. ArthurS@oaklandparkfl.org

GOVERNMENT REFERENCES (Continued)

LAKES BY THE BAY SO. C.D.D. September 30, 2010

Dennis Baldis 8 Months of Lake, and Mitigation Area
GMS-SF, LLC Maintenance.

5701 N. Pine Island Road, Suite #370

Ft. Lauderdale, FL 33321

(954) 721-8681 x-207

(954) 721-9202 Fax

dbaldis@govmgtsvc.com

PALM BEACH COUNTY

Mike Rawls

Water Utilities Department

8100 Forest Hill Boulevard

West Palm Beach, FL 33416

(561) 493-6221

(561) 493-6228 Fax

September 30, 2018

9 Years of Maintenance for 4 sites. Lake,
Littoral, and Upland Areas.

mrawls@pbcwater.com

VA NATIONAL CEMETERY

John Schultz

Kevcon, Inc.

401 E. Las Olas Boulevard

Suites #130-483

Ft. Lauderdale, FL 33301

(561) 967-7593

July 31, 2010

Hand clearing of exotics, chip & haul , demo
fenceline, remove dead trees, mitigation
plant installation, and 1 year maintenance.

John.Schultz@kevcon.us

C-4 IMPOUNDMENT

Christina Stylianos

SFWMD

3301 Gun Club Road

West Palm Beach, FL 33406

(561) 682-2214

(561) 682-5665 Fax

June 3, 2010

Exotic Plant Control for 875 acres.

cstylian@sfwmd.gov

FLORALAND DAIRY

Brent Dubois

Panther Passage Bank

1137 North Lakeshore Boulevard

Lake Wales, FL 33853

(561) 779-9559

December 11, 2009

Onetime Clean-Up of Melaleuca, and Brazilian
Pepper in 1,291.7 acres.

bwdubois@yahoo.com

J.W. CORBETT WMA

Linda King

FFWCC

8535 Northlake Boulevard

West Palm Beach, FL 33412

(561) 624-6989

June 4, 2009

Lygodium Treatment for 3,410 acres.

Linda.King@myfwc.com

GOVERNMENT REFERENCES (Continued)

CYPRESS CREEK STORAGE May 12, 2009
Tony Griffin Exotic Plant Control for 160 acres.
SFWMD
3301 Gun Club Road
West Palm Beach, FL 33406
(561) 682-3345
(561) 682-5425 Fax



LIST OF CLIENT REFERENCES

Atlantic at Tradition
Mr. Matt Armstrong
Port St. Lucie, FL 34987
(772) 631-9334

Pipers Landing Yacht & CC
Mr. Andrew Slovensky
Palm City, FL 34990
(772) 985-8439

Breakers West
Ms. Debbie Horan, LCAM
West Palm Beach, FL 33411
(561) 653-6306

GL Homes of Florida
All communities since 1995
Mr. Rick Elsner
Sunrise, FL 33323
(954) 914-9119

Mariner Village POA
Ms. Beth Goin, LCAM
Stuart, FL 34997
(772) 287-4339

The Oaks at Hobe Sound
Mr. Phil Rossow, Board President
Hobe Sound, FL 33455
(407) 506-5329

Miles Grant CC
Mr. Paul Davidson
Stuart, FL 3344
(772) 708-9795

Pelican Marsh C.D.D.
Mr. John Vanover
Naples, FL 34108
(239) 450-6442

The Fox Club
Mr. Frank O'Rourke
Palm City, FL 34994
(843) 343-3580

Palm Beach County
Water Utilities Department
Mr. Mike Rawls
West Palm Beach, FL 33402
(561) 493-6221

South Florida Water Management District
Mr. Todd Warren, Environmental Analyst III
(561) 682-6053

South Florida Water Management District
Ms. Christina Stylianous, Scientist IV, Vegetation Management Division
(561) 682-2214



1600 Sawgrass Corporate Parkway
Suite 300
Sunrise, Florida 33323
Tel 954-753-1730
Fax 954-753-4509
www.glhomes.com

RE: Letter of Recommendation for Lake and Wetland Management, Inc.

To Whom It May Concern:

GL Homes has worked with Lake and Wetland Management, Inc, Stuart Fischer and his staff, for over 12 years. In our dealings with Lake and Wetland Management, Inc. (LWM), we have always been impressed by the knowledge, communication, professionalism of their personnel and the timely response to bidding, installation and maintenance of our projects.

We have developed a good working relationship with LWM and find them to be reliable and accountable for work performed. They have planted, maintained and monitored thousands of acres of preserves (wetlands and uplands) and littoral areas for GL Homes throughout the relationship in accordance with regulations set by the governing agencies

They are the only firm we recommend for natural area restoration, plant installation, maintenance, exotic vegetation removal, and monitoring. Please do not hesitate to call me should you have any questions. My cell phone number is (954) 914-9119.

Best regards,

GL HOMES

A handwritten signature in blue ink that reads 'Rick E. Elsner'.

Rick E. Elsner
Vice President of Land Development



PELICAN MARSH
COMMUNITY DEVELOPMENT DISTRICT

May 17, 2017

To Whom It May Concern:

Lake and Wetlands, Inc. has been maintaining the Lakes and Preserves at Pelican Marsh/Tiburon for over 10 years. I have been very happy with the level of service they have provided. If you have any questions, please feel free to contact me at 239-450-6442.

Sincerely,

John C. Vanover

Operations Manager



July 8, 2009

Re: Letter Of Recommendation For Lake And Wetland Management

To Whom It May Concern:

I have worked with Lake And Wetland Management (LWM) for several years. Land Design South has prepared plans that LWM has provided the labor and materials for installation and maintenance of native habitat restoration in the general south Florida area.

Our sister company, Environmental Design South, has also contracted LWM to perform the same services under our supervision and coordination.

We have developed a good working relationship and find LWM to be reliable and accountable for work performed, while maintaining necessary compliance according to the approved plans and requirements of the governing agencies.

If you have any questions please do not hesitate to give me a call.

Sincerely,

LAND DESIGN SOUTH

Jerry Renick

Principal, Environmental Division

September 30th, 2010

Lake & Wetland Management, Inc.
9218 87th Place South
Boynton Beach, FL 33472

Attn: Stu Fisher

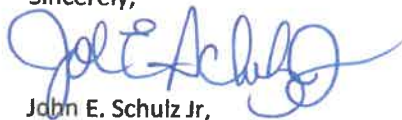
Sub: Contract #: VA101 (183B4)-C-0047
Project #:924CM2001B
DVA National Cemetery, Palm Beach County, Florida

Dear Mr. Stu Fisher,

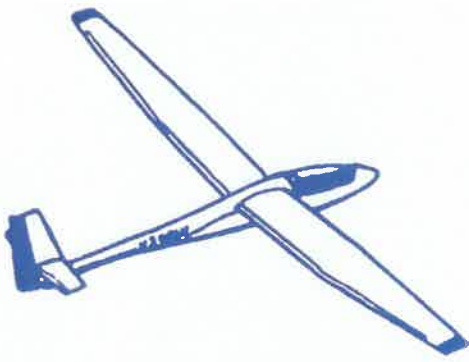
Kevcon would like to thank all of Lake & Wetland Management, Inc. Staff for their professional service on the South Florida Veterans Cemetery, Phase 1B Project. Lake & Wetland's experience in working with South Florida Water Management District procedures and expectation made a great impression on the DVA and its staff. Lake & Wetland's expertise allowed the Veterans Administration to modify planting for varying site conditions and still maintain permit compliance. Lake & Wetland's **"get it done right and now"** approach saved the project time and money by sequencing the planting with the project phasing. Lake & Wetland's follow-up maintenance of planting in their initial year has ensure the success of the mitigation areas and permit compliance. I enjoyed the working relationship that developed between Lake & Wetland and Kevcon during the project.

I recommend Lake & Wetland Management, Inc. for any size or complexity of mitigation or restoration project upland or wetland.

Sincerely,



John E. Schulz Jr,
Project Manager
Kevcon, Inc.
Cel: 954-980-0644



***Willis Gliderport
Property Owners Association, Inc.***

January 15, 2014

To whom it may concern:

The Community of Willisgilderport has been using the services of Stuart Fischer, Lake & Wetland management for the last 3 years. The maintenance program consist of waterway , ditch bank and mitigation services. The level of service and communication has been excellent since the day we employed them.

Thank You,

Candace Hitchon

Secretary of Willisgilderport POA



APR 01 2016

Department of Environmental
Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400
FAX: (561) 233-2414
www.pbcbgov.org/erm

Palm Beach County
Board of County
Commissioners

Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

County Administrator
Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

March 28, 2016

Mr. Matthew Kamula, President
Osprey Isles HOA, Inc.
4227 Northlake Blvd.
Palm Beach Gardens, FL 33410

Dear Mr. Kamula:

**SUBJECT: NOTICE OF INSPECTION FOR OSPREY ISLES
UPLAND PRESERVE AREAS**

Environmental Resources Management staff inspected upland preserve areas within this community on March 23, 2016. The preserve areas were found to be in excellent condition with all native vegetation being maintained in accordance with the Preserve Area Management Plan on file.

Should you require more information, please contact Mark Godwin at (561) 233-2473.

Sincerely,

A handwritten signature in cursive script that reads "John Reiser".

John Reiser
Environmental Program Supervisor
Resources Protection

JR:MG



LOIS FRANKEL
22ND DISTRICT, FLORIDA

WASHINGTON OFFICE:
1037 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-8890

DISTRICT OFFICE:
2500 NORTH MILITARY TRAIL
SUITE #490
BOCA RATON, FL 33431
(561) 998-8045
TOLL FREE (866) 264-0957

frankel.house.gov

Congress of the United States
House of Representatives
Washington, DC 20515-0922

COMMITTEE ON
FOREIGN AFFAIRS
MIDDLE EAST AND NORTH AFRICA
EUROPE, EURASIA AND
EMERGING THREATS
COMMITTEE ON
TRANSPORTATION AND
INFRASTRUCTURE
HIGHWAYS AND TRANSIT
WATER RESOURCES
AND ENVIRONMENT
COAST GUARD AND MARITIME
TRANSPORTATION
STEERING AND POLICY
COMMITTEE

April 11, 2016

Lakes & Wetland Management, Inc.
100 E. Linton Blvd Suite 500B
Delray Beach, FL 33483

Dear Brian and Stuart,

I read the recent piece in the *South Florida Business Journal* with regard to your work and I wanted to take a moment to commend you.

Entrepreneurs and small business owners like you are essential to our South Florida community. Your commitment to finding green solutions for environmental problems is inspiring and necessary for keeping our waterways safe and sustainable.

I wish you the best of luck in your endeavors. Please contact me if I or my office can ever be of assistance.

Always,



Lois Frankel
Member of Congress
Florida's 22nd District

Lake and Wetland – Letter of Reference

Lake and Wetland Management Inc has been maintaining the lakes and wetland areas at Tiburon for the past two years. I am very happy with condition of the areas that fall under their responsibility. The following are some of my thoughts in describing my experience with Lake and Wetland.

- Concerned about getting the job done properly
- Dependable
- Knowledgeable and well trained
- Willing to do whatever it takes to get the job done
- Know how to get around a golf course without causing issues with golfers or turf damage
- They have a good attitude and are a pleasure to work with
- They have the correct philosophy about encouraging “good” aquatic plants to occupy the space and not allowing weeds to encroach.

I am very pleased with the work that Lake and Wetland is doing at Tiburon. If you are looking for a company to maintain your wetlands or water bodies, I would encourage you to give them a try.

Lou Conzelmann
239-850-2924
Director of Golf Course Maintenance
Tiburon Golf Club

August 5, 2009

To Whom It May Concern:

Please accept this letter as my personal letter of recommendation for Lake and Wetland Management, Inc. As a project manager for Lennar Homes, LLC, Land Development Division, I have been a very satisfied client of Lake and Wetland Management for over 3 years. They have constructed, planted and maintained hundreds of acres of wetlands and native plantings on numerous projects and communities for myself and our company throughout the years. They continue to maintain the majority of our properties to satisfy our ERP permit maintenance obligations and will do so for the foreseeable future.

Lake and Wetland Management and Stuart Fisher specifically have always put my communities and companies needs first. From the first clearing of exotics off of the property, to planting the mitigation areas, to the time zero inspections and into the maintenance portion of our permit, Lake and Wetland Management is always delivering excellent service. The quality of the plantings and aquatics are superior to many other companies I have dealt with in the past. Their work is always of great quality, installed timely and passes inspection the first time. Working with Lake and Wetland Management means my project will be completed on time and within budget!

Lake and Wetland Management, Inc. is my go to company for any work I require related to lakes, wetlands, land clearing, native planting and wetland maintenance. I highly recommend the use of Lake and Wetland Management for any of the services they provide.

Please feel free to contact me with any further questions you may have. It would be my pleasure to speak with you.

Sincerely,



Lorie Moccia
Land Development Project Manager
Lennar Homes, LLC

305.485.2069
954.646.5435 (Cell)



**Florida Fish
and Wildlife
Conservation
Commission**

Commissioners

Rodney Barreto
Chair
Miami

Kathy Barco
Jacksonville

Ronald M. Bergeron
Fort Lauderdale

Richard A. Corbett
Tampa

Dwight Stephenson
Delray Beach

Kenneth W. Wright
Winter Park

Brian S. Yablonski
Tallahassee

Executive Staff

Kenneth D. Haddad
Executive Director

Victor J. Heller
Assistant Executive
Director

Karen Ventimiglia
Deputy Chief of Staff

Office of the
Executive Director
Kenneth D. Haddad
Executive Director

(850) 487-3796
(850) 921-5786
FAX

*Managing fish and wildlife
resources for their long-
term well-being and the
benefit of people.*

South Region

8535 Northlake Boulevard
West Palm Beach, Florida
33412-1207
Voice: (561) 625-5122

Hearing/speech impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

31 July, 2009

To whom it may concern,

During Fiscal Year 2008-09, Lake and Wetland (Project Manager Chris Macdonald) treated exotic vegetation on the J.W. Corbett Wildlife Management Area for the Florida Fish and Wildlife Conservation Commission. Lake and Wetland treated 3,410 acres of pine flatwoods and depression marsh for Lygodium.

Lake and Wetland completed all work in a professional and timely manner. All bid specifications were followed and customer service, invoicing and processing exceeded expectations. They attended all required meetings and submitted daily chemical logs and weekly reports which included GPS tracks of their progress.

We would be pleased to have Lake and Wetland treat exotics on our property in the future.

Please contact me if you have any questions or concerns.

Linda King
Fisheries and Wildlife Biological Scientist III
Florida Fish and Wildlife Conservation Commission
J.W. Corbett WMA
561-624-6989



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2284

"LOCATED AT"

**941 TROPIC BLVD
DELRAY BEACH, FL 33483**

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0494 AQUATIC LAKE SERVICES	FISCHER BRIAN SCOTT		U16.11789 - 10/05/17	\$36.30	840112292

This document is valid only when receipted by the Tax Collector's Office.

LAKE AND WETLAND MANAGEMENT INC
LAKE AND WETLAND MANAGEMENT INC
1730 S FEDERAL HWY STE 397
DELRAY BEACH, FL 33483-3309

**STATE OF FLORIDA
PALM BEACH COUNTY
2017/2018 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200405176
EXPIRES: SEPTEMBER 30, 2018**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public:



Local Business Tax Receipt

Dear Business Owner:

Your 2017-2018 Lee County Local Business Tax Receipt is attached below for account number **1501678**.

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

- Business name
- Ownership
- Physical location
- Business closed

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

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2017 - 2018 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: **1501678**

Account Expires: September 30, 2018

Location:

13721 JETPORT COMMERCE PKWY STE 5
FT MYERS FL 33913

LAKE AND WETLAND MANAGEMENT ORLANDO TAMPA INC
FISCHER BRIAN S
100 E LINTON BLVD 500B
DELRAY BEACH FL 33483

May engage in the business of:

AQUATIC OR HORTICULTURE SPRAYING

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID 452289-17-1

07/26/2017 11:10 AM

\$50.00

BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

EXPIRATION

SEPTEMBER 30, 2018

ACCOUNT NO.

132182

2018**BUSINESS TYPE:**

8001 MISCELLANEOUS PROFESSIONAL

09/18/2017

Oper JAD

Till 90

Paid 30.00

Rcpt.#9004091

140137

TRANSFER

0.00

ORIGINAL TAX

30.00

AMOUNT

0.00

PENALTY

0.00

COLLECTION COST

0.00

TOTAL

30.00

BUSINESS:

Lake & Wetland Management - Kissimmee, Inc.

Contact: Alain Brochu

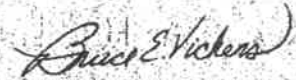
815 Sawdust Trl.

Kissimmee, FL 34744

Location:

OSCEOLA COUNTY

Lake and Wetland Management and Preserve Services

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA AND OSCEOLA COUNTY ORDINANCE 95-10, AS AMENDED

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to State Law, all Local Business Tax Receipts shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax Receipt for the delinquent establishment. A 25% penalty shall be imposed on any person engaged in any new business, occupation or profession without first obtaining an Osceola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to \$250.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the licensee from any other license or permits that may be required by law.

This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance. Local Business Tax Receipts are subject to change according to law.

Lake & Wetland Management - Kissimmee, Inc.
Contact: Alain Brochu
938 Tropic Blvd.
Delray Beach, FL 33483

MARTIN COUNTY ORIGINAL
BUSINESS TAX RECEIPT
Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Prev Yr	\$.00	Lic Fee	\$.00
	\$.00	Penalty	\$.00
	\$.00	Coll-Fee	\$.00
	\$.00	Transfer	\$ 3.00

TOTAL \$3.00

Has satisfied requirements to engage in the business, profession
or occupation of BUSINESS OFFICE -ENVIRONMENTAL
at location listed for the period beginning on the
07 Day of DECEMBER

AND ENDING SEPTEMBER 30 2018

807 2017 01134.0001 PAID

Account 2016-125-0433 Cert
Phone (772)210-2273 Sic No 541380
Location 7703 SW ELLIPSE WAY C-21 STU



SCHRAMM, DOUGLAS R. (QUALIFIER)
LAKE & WESTLAND MANAGEMENT-ST LUCIE
INC
7703 SW ELLIPSE WAY C-21
STUART, FL 34997

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.



City of Palm Coast

Local Business Tax Receipt

THIS TAX RECEIPT EXPIRES 09/30/2018

**Business Tax
Receipt Number**

14172

Business Name: LAKE AND WETLAND MANAGEMENT INC.

Business Location: 9218 87TH PLACE SOUTH

Mailing Address:

LAKE AND WETLAND MANAGEMENT INC.
9218 87TH PLACE SOUTH
BOYNTON BEACH, FL 33472

Phone Number: 561-735-3732

Local Business Tax Receipt

The issuance of this Business Tax Receipt based upon payment of the tax in no way confers any right to violate any law, ordinance or regulation of this State, Flagler County or City of Palm Coast. Payment of the tax does not grant or determine any land use, zoning or development approval of any kind under Federal, State or local law, rule, regulation, code or ordinance. Any questions regarding this Business Tax Receipt should be directed to the city at (386) 986-3700.

Classification: D023 - LANDSCAPING SERVICES



Date Issued: 10/01/2017

**POST IN A
CONSPICUOUS
PLACE**

Business Tax Department Supervisor

This Tax Receipt is NOT Transferable

Office Copy Only

KEEP THIS COPY FOR YOUR RECORDS	City of Palm Coast Local Business Tax Receipt THIS TAX RECEIPT EXPIRES 09/30/2018	Business Tax Receipt Number 14172
<p>Business Name: LAKE AND WETLAND MANAGEMENT INC. ID: 19454</p> <p>Business Location: 9218 87TH PLACE SOUTH</p> <p>Mailing Address: LAKE AND WETLAND MANAGEMENT INC. 9218 87TH PLACE SOUTH BOYNTON BEACH, FL 33472 Phone Number: 561-735-3732</p>		
<p>Local Business Tax Receipt</p> <p>The issuance of this Business Tax Receipt based upon payment of the tax in no way confers any right to violate any law, ordinance or regulation of this State, Flagler County or City of Palm Coast. Payment of the tax does not grant or determine any land use, zoning or development approval of any kind under Federal, State or local law, rule, regulation, code or ordinance. Any questions regarding this Business Tax Receipt should be directed to the city at (386) 986-3700.</p> <p>Classification: D023 - LANDSCAPING SERVICES</p> <p>Date Issued: 10/01/2017</p> <p> Business Tax Department Supervisor</p>		



LAKEAND-01

LWOLFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS:														
INSURED Lake & Wetland Management, Inc 5301 N. Federal Highway, Suite 204 Boca Raton, FL 33487	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Homeland Ins Co of New York</td><td></td></tr><tr><td>INSURER B : Atlantic Specialty Insurance Co</td><td>27154</td></tr><tr><td>INSURER C : Granite State Ins Co.</td><td></td></tr><tr><td>INSURER D : Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Homeland Ins Co of New York		INSURER B : Atlantic Specialty Insurance Co	27154	INSURER C : Granite State Ins Co.		INSURER D : Federal Insurance Company	20281	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : Granite State Ins Co.															
INSURER D : Federal Insurance Company	20281														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	7930058580001	02/21/2018	02/21/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Pollution/Profession						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY			7930076130000	02/21/2018	02/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB			7930058590001	02/21/2018	02/21/2019	AGGREGATE \$ 3,000,000
	CLAIMS-MADE						
	DED						
	RETENTION \$						
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)	Y/N		WC013673553	11/11/2018	11/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Pollution			7930058580001	02/21/2018	02/21/2019	1,000,000
D	<input checked="" type="checkbox"/> Equipment Floater			45467567	02/21/2018	02/21/2019	Leased & Rented 100,000

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

CERTIFICATE HOLDER

CANCELLATION

****For Information Purposes Only****

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

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

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

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

Lake and Wetland Management, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

5301 North Federal Highway, Suite 204

6 City, state, and ZIP code

Boca Raton, FL 33487

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

6 5 - 0 3 2 5 9 4 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

Date ►

4-5-18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

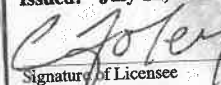
License # CM25628

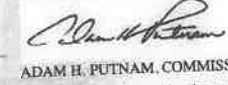
FOLEY, CLEMENT MARTIN
PO BOX 14987
NORTH PALM BEACH, FL 33408

Categories
5A

Issued: July 12, 2018

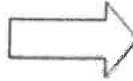
Expires: July 31, 2022


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

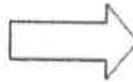
This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License	
License # CM25766	Categories
HURTADO, JIMMY RODRIGO 1402 GEORGIA AVE FORT PIERCE, FL 34950	5A
Issued: October 18, 2018	Expires: October 31, 2022
Signature of Licensee	
ADAM H. PUTNAM, COMMISSIONER	
<small>The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.</small>	

To renew a pesticide applicator license, applicators must first become recertified. Recertification is accomplished by either retaking the certification exams or accumulating Continuing Education Units (CEUs). See Table 2 in the Pesticide Applicator Certification and Licensing in Florida handbook located at <http://pested.ifas.ufl.edu/pdfs/Pesticide-Applicator-Cert-Licensing.pdf> for information on Recertification.

The bottom two cards are for your Authorized Purchasing Agents (APAs). Please sign the card in the space provided and give to your APA to sign. APAs are authorized to purchase RUPs.

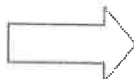



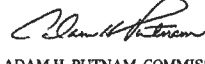
For questions, comments or concerns,
Contact us at:

Florida Department of Agriculture and
Consumer Services
Pesticide Certification Office
3125 Conner Blvd, Bldg 8
Tallahassee, FL 32399-1650

Phone: (850) 617-7870
Fax: (850) 617-7895

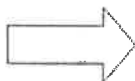
This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License License # CM25029	
LAYCHUR, SHANE ALLEN 467 NE PECOS WAY JENSEN BEACH, FL 34957	Categories 5A, 21
Issued: July 21, 2017	Expires: July 31, 2021
 Signature of Licensee	 ADAM H. PUTNAM, COMMISSIONER
<small>The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.</small>	

To renew a pesticide applicator license, applicators must first become recertified. Recertification is accomplished by either retaking the certification exams or accumulating Continuing Education Units (CEUs). See Table 2 in the Pesticide Applicator Certification and Licensing in Florida handbook located at <http://pested.ifas.ufl.edu/pdfs/Pesticide-Applicator-Cert-Licensing.pdf> for information on Recertification.

The bottom two cards are for your Authorized Purchasing Agents (APAs). Please sign the card in the space provided and give to your APA to sign. APAs are authorized to purchase RUPs.



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Contact us at:**

**Florida Department of Agriculture and
Consumer Services
Pesticide Certification Office
3125 Conner Blvd, Bldg 8
Tallahassee, FL 32399-1650**

**Phone: (850) 617-7870
Fax: (850) 617-7895**

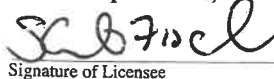
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM10579

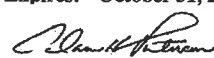
FISCHER, STUART R
9218 87TH PL S
BOYNTON BEACH, FL 33472

Categories
5A

Issued: September 26, 2017

Expires: October 31, 2021


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

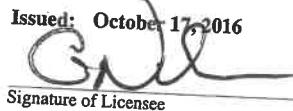
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM10038


NAVALANCE, GARY PAUL
4112 RENAISSANCE WAY
BOYNTON BEACH, FL 33426

Categories
5A

Issued: October 17, 2016

Expires: November 30, 2020


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM18888

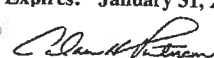
SANTIAGO, EDGAR
431 MADDOCK ST
WEST PALM BEACH, FL 33405

Categories
5A

Issued: January 7, 2016

Expires: January 31, 2020


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM14725

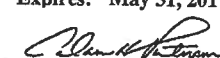
GRAYSON, ADAM RICHARD
3474 BRIAR BAY BLVD
#102
WEST PALM BEACH, FL 33411

Categories
5A, 21, 6, 2

Issued: June 4, 2013

Expires: May 31, 2017


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM19911

ARAYA, DIEGO
2380 SHERWOOD FOREST BLVD
WEST PALM BEACH, FL 33415

Categories
21

Issued: July 24, 2017

Expires: July 31, 2021


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20190

JIMENEZ, ANGEL E
424 MADDOCK ST
WEST PALM BEACH, FL 33405

Categories
5A

Issued: December 18, 2013

Expires: January 31, 2018


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

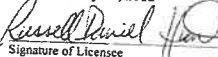
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM19312

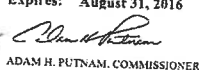
HUNT, RUSSELL DANIEL
1463 MARTIN CT.
HOMESTEAD, FL 33035

Categories
10, 2, 21, 3, 6, 5A

Issued: July 31, 2012

Expires: August 31, 2016


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM18768

MACDONALD, CHRISTOPHER PAUL
17930 75TH PLACE, BOX 211
LOXAHATCHER, FL 33426

Categories
5A, 21

Issued: November 22, 2014

Expires: November 30, 2019


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM22075

RUOZZO SR, PAUL ROBERT
4687 ROME COURT
GREENACRES, FL 33463

Categories
21, 6, 5A

Issued: February 14, 2017

Expires: January 31, 2021


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM22275

ROMAN, CHRISTIAN
3813 S 57TH AVE
GREENACRES, FL 33463

Categories
21

Issued: July 17, 2017

Expires: May 31, 2021

Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM22864

RUPPENSTEIN, ROBERT F
17816 88TH RD N
LOXAHATCHEE, FL 33470

Categories
5A, 21

Issued: April 15, 2014

Expires: April 30, 2018

Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM20778

DILEVO, ANTHONY JOSEPH
4810 122ND DRIVE NORTH
WEST PALM BEACH, FL 33411

Categories
5A, 21

Issued: November 20, 2014

Expires: November 30, 2018

Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM15365

BUSTOS FITZ, JENNIFER DAWN
14754 87TH ST N
LOXAHATCHEE, FL 33470

Categories
21, 5A

Issued: May 31, 2018

Expires: May 31, 2022

Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM24187

MORALES-TISADO, JOSE ANTONIO
8151 NW 10TH ST
PEMBROKE PINES, FL 33024

Categories
5A

Issued: April 12, 2016

Expires: April 30, 2020

Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM18816

MC FARLANE, SCOTT ALAN
17427 62 RD N
LOXAHATCHEE, FL 33470

Categories
5A, 21, 6

Issued: December 18, 2015

Expires: December 31, 2019

Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM24407

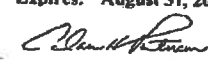
SCHRAMM, DOUGLAS R
7703 SW ELLIPSE WAY
STUART, FL 34997

Categories
5A

Issued: August 23, 2016

Expires: August 31, 2020

Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23821

HARMS, JOSEPH E
2216 UNITY TREE
EDGEWATER, FL 32132

Categories
5A

Issued: August 28, 2015

Expires: August 31, 2019

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23687

BRIEN, NATHALIE
LAKE AND WETLAND MANAGEMENT MIA
100 E. LINTON BLVD. SUITE 500B
DELRAY BEACH, FL 33483

Categories
5A, 21

Issued: June 25, 2015

Expires: June 30, 2019

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23466

BASS, CHAD
1620 EAST JEFFERSON STREET
ORLANDO, FL 32803

Categories
5A

Issued: March 21, 2015

Expires: March 31, 2019

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21279

KELLER, BRANDON ALAN
5615 FOREST CREEK ROAD
LAKELAND, FL 33810

Categories
21, 5A, 6

Issued: September 29, 2015

Expires: September 30, 2019

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM25473

ANDERSON, DUSTIN EDWARD
905 ARABIAN DRIVE
LOXAHATCHEE, FL 33470

Categories
5A

Issued: April 17, 2018

Expires: April 30, 2022

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

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

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24656

CARBOL, STEVEN EDWARD
535 SPENCER DRIVE APT 6
WEST PALM BEACH, FL 33409

Categories
5A

Issued: January 25, 2017

Expires: January 31, 2021

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

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

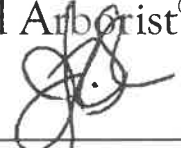
INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Adam Grayson

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®




Jim Skiera, Executive Director
International Society of Arboriculture


Certification Board, Chair
International Society of Arboriculture

FL-6386A

Certification Number

Feb 18, 2012

Certified Since

Jun 30, 2018

Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

Russell D. Hunt

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



A handwritten signature in black ink, appearing to read "Jim Skiera".

Jim Skiera, Executive Director
International Society of Arboriculture

A handwritten signature in black ink, appearing to read "Kevin Martlage".

Kevin Martlage
Director of Professional Development
International Society of Arboriculture

FL-5278A

Certification Number

2 Apr 2005

Certified Since

30 Jun 2020

Expiration Date



Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

ADAM H PUTNAM
COMMISSIONER

ISSUED TO:

LAKE AND WETLAND MANAGEMENT, INC
FISCHER, STUART
9218 87TH PL S
BOYNTON BEACH, FL 33472-4302

THIS CERTIFICATE EXPIRES: 02/15/2019**FEE PAID: \$200.00****REGISTRATION NO.: 48001800****DATE ISSUED: 01/05/2018**

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

FDACS-08002 Revised 05/05

ADAM H PUTNAM
Commissioner of Agriculture



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD500**
Issue Date: October 25, 2017
Expiration Date: October 30, 2018

**POST CERTIFICATE
CONSPICUOUSLY**

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

**LAKE AND WETLAND MANAGEMENT, INC.
100 E LINTON BLVD STE 500B
DELRAY BEACH, FL 33483-3330**

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

Florida Agricultural Dealer License Buyer Card

Issued to: STUART R FISCHER

Buyer for: LAKE AND WETLAND MANAGEMENT, INC.
License #: AD500
Effective Date: 10/25/2017
Bond Amount: \$11000

876903

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 8150 • TALLAHASSEE, FLORIDA 32314-8150 • PHONE (850) 487-3122

AUDIT NO.

RESIDENT FRESHWATER FISH AND FROG DEALERS LICENSE
PURSUANT TO CHAPTER 379, F.S.**THIS LICENSE IS VALID FROM NOVEMBER 4, 2017 TO NOVEMBER 3, 2018**SIGNATURE OF LICENSEE
(NOT VALID UNTIL SIGNED)DEALER NO.
STORE NO.

RFD-64375

LAKE AND WETLAND MANAGEMENT, INC.
9218 87TH. PLACE S.
BOYNTON BEACH, FL 33472ISSUE DATE 09-19-17
FEE PAID RESIDENT \$40.00LOCATION ADDRESS:
9218 87TH. PLACE S.
BOYNTON BEACH, FL 33472

This license is not transferable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as stated on this license and all required records for which this license is issued must be available for inspection.

Community Association Service Provider

A Professional Designation

Is Awarded to

Lake and Wetland Management, Inc.

*This certificate is awarded in recognition of meeting the requirements of
Florida Community Association Professionals, LLC
for the designation of Community Association Service Provider - CASP.*



Jim McMurtry
Florida Community Association Professionals, LLC

5/15/14
Date





Lake & Wetland

MANAGEMENT

www.lakeandwetland.com

SERVICE & INSPECTION REPORT

Customer: _____ Account #: _____ Date: _____

Weather Conditions: _____ Technician: _____

LAKE MANAGEMENT

- ☐ ALGAE CONTROL
- ☐ GRASSES & EMERGENTS
- ☐ SUBMERSED AQUATICS
- ☐ FLOATING PLANTS
- ☐ INSPECTION
- ☐ DEBRIS

Lake(s) #: _____
Lake(s) #: _____
Lake(s) #: _____
Lake(s) #: _____
Lake(s) #: _____
Lake(s) #: _____

Water Test Results (Combined Average)

Temperature _____ °F
Dissolved Oxygen _____ ppm
pH reading _____
Water Clarity _____
Water Level _____

- | | | |
|-------------------------------|----------------------------------|-------------------------------|
| <input type="checkbox"/> HIGH | <input type="checkbox"/> AVERAGE | <input type="checkbox"/> LOW |
| <input type="checkbox"/> HIGH | <input type="checkbox"/> AVERAGE | <input type="checkbox"/> LOW |
| <input type="checkbox"/> ACID | <input type="checkbox"/> NEUTRAL | <input type="checkbox"/> BASE |
| <input type="checkbox"/> GOOD | <input type="checkbox"/> FAIR | <input type="checkbox"/> POOR |
| <input type="checkbox"/> HIGH | <input type="checkbox"/> AVERAGE | <input type="checkbox"/> LOW |

LITTORAL SHELF

- ☐ SHORELINE GRASSES & EMERGENTS
- ☐ FLOATING PLANTS
- ☐ INVASIVE / EXOTIC SPECIES

SHELVES #: _____

- ☐ HERBICIDE TREATMENT
- ☐ MANUAL REMOVAL
- ☐ INSPECTION
- ☐ DEBRIS REMOVAL

UPLAND / WETLAND PRESERVE

- ☐ INVASIVE / EXOTIC SPECIES
- ☐ GRASSES
- ☐ VINES

PRESERVE(S) #: _____

- ☐ HERBICIDE TREATMENT
- ☐ MANUAL REMOVAL
- ☐ INSPECTION
- ☐ DEBRIS REMOVAL

MOSQUITO / MIDGE LARVAE CONTROL

- ☐ INSECTICIDE TREATMENT

LAKE(S) #: _____

- ☐ INSPECTION

Comments: _____

FISH & WILDLIFE OBSERVATIONS

- | | | | | | | | |
|-----------|------------------------------------|--------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|---------------------------------------|----------------------------------|
| FISH: | <input type="checkbox"/> Bass | <input type="checkbox"/> Bream | <input type="checkbox"/> Catfish | <input type="checkbox"/> Grass carp | <input type="checkbox"/> Tilapia | <input type="checkbox"/> Mosquitofish | <input type="checkbox"/> Shad |
| BIRDS: | <input type="checkbox"/> Raptor | <input type="checkbox"/> Duck | <input type="checkbox"/> Wood Stork | <input type="checkbox"/> Shorebird | <input type="checkbox"/> Wading bird | <input type="checkbox"/> Songbird | <input type="checkbox"/> Vulture |
| REPTILES: | <input type="checkbox"/> Alligator | <input type="checkbox"/> Snake | <input type="checkbox"/> Turtle | <input type="checkbox"/> Tortoise | <input type="checkbox"/> Lizard | <input type="checkbox"/> AMPHIBIANS | <input type="checkbox"/> INSECTS |

INVASIVE / EXOTIC PLANTS NOTED

- | | | | | | | | |
|---|-------------------------------------|---------------------------------------|--|---|--|--------------------------------------|--|
| <input type="checkbox"/> Brazilian pepper | <input type="checkbox"/> Melaleuca | <input type="checkbox"/> Pennywort | <input type="checkbox"/> Bischofia | <input type="checkbox"/> Earleaf Acacia | <input type="checkbox"/> Australian pine | <input type="checkbox"/> Shoebuttton | <input type="checkbox"/> Sedge |
| <input type="checkbox"/> Climbing Fern | <input type="checkbox"/> Air potato | <input type="checkbox"/> Torpedograss | <input type="checkbox"/> Azolla | <input type="checkbox"/> Salvinia | <input type="checkbox"/> Downy rose myrtle | <input type="checkbox"/> Java plum | <input type="checkbox"/> Jessamine |
| <input type="checkbox"/> Lantana | <input type="checkbox"/> Hydrilla | <input type="checkbox"/> Hygrophilia | <input type="checkbox"/> Water Lettuce | <input type="checkbox"/> Water hyacinth | <input type="checkbox"/> Cattail | <input type="checkbox"/> Primrose | <input type="checkbox"/> Alligatorweed |

NATIVE PLANTS NOTED

- | | | | | | | | |
|---------------------------------------|-------------------------------------|---|--|--------------------------------------|---|--|---------------------------------|
| <input type="checkbox"/> Cypress | <input type="checkbox"/> Wax Myrtle | <input type="checkbox"/> FL Pine | <input type="checkbox"/> Red Maple | <input type="checkbox"/> Waterlily | <input type="checkbox"/> Mangrove | <input type="checkbox"/> Pond Apple | <input type="checkbox"/> Oak |
| <input type="checkbox"/> Cocoplum | <input type="checkbox"/> Bulrush | <input type="checkbox"/> Blue flag iris | <input type="checkbox"/> Strangler fig | <input type="checkbox"/> Arrowhead | <input type="checkbox"/> Pickerelweed | <input type="checkbox"/> Thalia | <input type="checkbox"/> Palms |
| <input type="checkbox"/> Golden Canna | <input type="checkbox"/> Spikerush | <input type="checkbox"/> Buttonbush | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Cordgrass | <input type="checkbox"/> Fakahatcheegrass | <input type="checkbox"/> Spatterdock | <input type="checkbox"/> Ferns |
| <input type="checkbox"/> Baby tears | <input type="checkbox"/> Naiad | <input type="checkbox"/> Chara | <input type="checkbox"/> Duckweed | <input type="checkbox"/> Bladderwort | <input type="checkbox"/> Pondweed | <input type="checkbox"/> Slender spikerush | <input type="checkbox"/> Bacopa |

Other species noted / comments: _____

EQUIPMENT LIST

Trucks (26)

2005 Ford F350
2010 Ford E350
2010 Ford F150
2010 Ford F150
2010 Ford F150
2011 Ford F250
2011 Ford F350
2011 Ford F350
2011 Ford F450
2011 Ford F250
2012 Ford F350
2012 Ford F250
2012 Toyota Prius C
2013 Toyota Tacoma
2013 Toyota Tacoma
2014 Ford F150
2015 Ford F350
2015 Ford F350
2015 Ford F150
2015 Toyota Tacoma
2015 Toyota Tacoma
2016 Ford F150
2016 Ford F150
2016 Ford F150
2016 Ford F150
2017 Ford F150

Miscellaneous

2005 Takeuchi TL150R
2008 Kubota Tractor
2010 Swamp Buggy
2009 Takeuchi TL140R
2011 Kubota SVL90 Track Loader
40+ Backpack Sprayers
15+ Chainsaws

Trailers (30)

1995 HMDE
1998 Big Tex
2000 Goos
2000 Pace
2001 Alus
2002 Loadmaster
2002 Mobile
2003 Loadmaster
2004 Anderson
2004 Anderson
2005 Anderson
2005 Anderson
2006 Anderson
2006 Anderson
2008 Anderson
2009 Anderson
2009 Anderson
2010 Big Tex
2010 HMDE
2010 Loadmaster
2010 Loadmaster
2011 Triple Crown
2012 AmeraTrail
2012 AmeraTrail
2012 Anderson
2012 AmeraTrail
2013 Big Tex
2016 Ram-Lin

2016 Ram-Lin
2016 Ram-Lin

Boats (17)

Carolina Skiff
2001 Carolina Skiff w/ mini weed harvester
2002 Carolina Skiff w/ spray system
2003 Carolina Skiff w/ spray system
2009 Carolina Skiff w/ spray system
2009 Carolina Skiff w/ spray system
2011 Carolina Skiff w/ spray system
2011 Legends Airboat w/ spray system
2012 Legends Airboat w/ spray system
2012 Legends Airboat w/ spray system
2012 Legends Airboat w/ spray system
2013 Legends Airboat w/ spray system
2016 Diamondback Airboat w/ spray system
2016 Diamondback Airboat w/ spray system
2016 Diamondback Airboat w/ spray system
2015 Weedoo Tigercat Harvester
2016 Truxor Amphibious Dredge/Harvester

Utility Vehicles (13)

2007 Max IV All-terrain
2012 Argo Conquest All-terrain
2012 Argo Conquest All-terrain
2015 Kubota RTV1140
2015 Kubota RTV900
2015 Kubota RTV900
2015 Kubota RTV900
2015 Kubota RTV900
2015 Kubota RTV900
2016 Kubota RTV900
2016 Kubota RTV900
2016 Kubota RTV900
2016 Kubota RTV900
2016 Kubota RTV900



Serving the environment since 1992.

DUN & BRADSTREET NUMBER

791806854



Serving the environment since 1992.

GUARANTEE AND RESPONSIBILITY FOR PLANT INSTALLATION

The customer shall allow Lake and Wetland Management access to enter private or public areas to perform work.

The customer will be responsible for all grading, mucking, sodding and water level adjustment to insure compliance with construction plans and littoral shelf elevations. Irrigation of planted areas is the responsibility of the customer. If irrigation does not cover the planted area, plant survival cannot be guaranteed.

All plants provided and installed under the terms of this agreement are guaranteed to be of good quality and free of existing diseases or defects at the time of installation.

Lake and Wetland Management guarantees (80%) survivorship at the end of 90 days and will replace any plant materials we have installed. If Lake and Wetland Management is maintaining planted areas, then the warranty will extend to the length of its maintenance agreement. Quarterly maintenance does NOT include warranty, however, if non-compliance is issued due to overgrown exotics or invasive vegetation by governing agency during non-scheduled months, then Lake and Wetland will service the account immediately to comply within the 30 day notice of non-compliance.

Our guarantee does not include the loss of plant material due to "acts of god" such as floods, fire, hurricanes or other catastrophic events, nor does it include losses due to theft, lack of irrigation, vandalism, chemical treatment or negligence by others, or other factors outside the control of our organization.

Survivorship guarantee is predicated on professional waterway care by Lake and Wetland Management staff only.

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ORIGINAL

Section A – Proposed Approach to Scope of Services

A licensed applicator will be on site for all maintenance activities to oversee all herbicide mixing and treatments. Kerner Environmental employs licensed applicators, certified for Natural Areas, Aquatics, and Right-of-Ways. The owner (Ian Kerner) will be available twice monthly to review all work completed onsite with the District Representative. KERNER ENVIRONMENTAL will provide daily reports for all work completed no later than the following day for each day worked onsite. Daily reports will include detailed maps indicating which areas were chemically treated and which areas were treated with mechanical removal methods (i.e. hand pulling).

KERNER ENVIRONMENTAL will cut, pull, and/or apply herbicidal treatments for all invasive, nuisance and exotic plants and trees as determined by the most up to date publication of the Florida Exotic Pest Plant Council's (FLEPPC) Category I or II Invasive Exotic Species List. Removals and/or treatments will be conducted using the least ecologically damaging method available and at a frequency sufficient to obtain the desired control level pursuant to permit compliance conditions, designed flood protection, water quality, and public or private use where applicable.

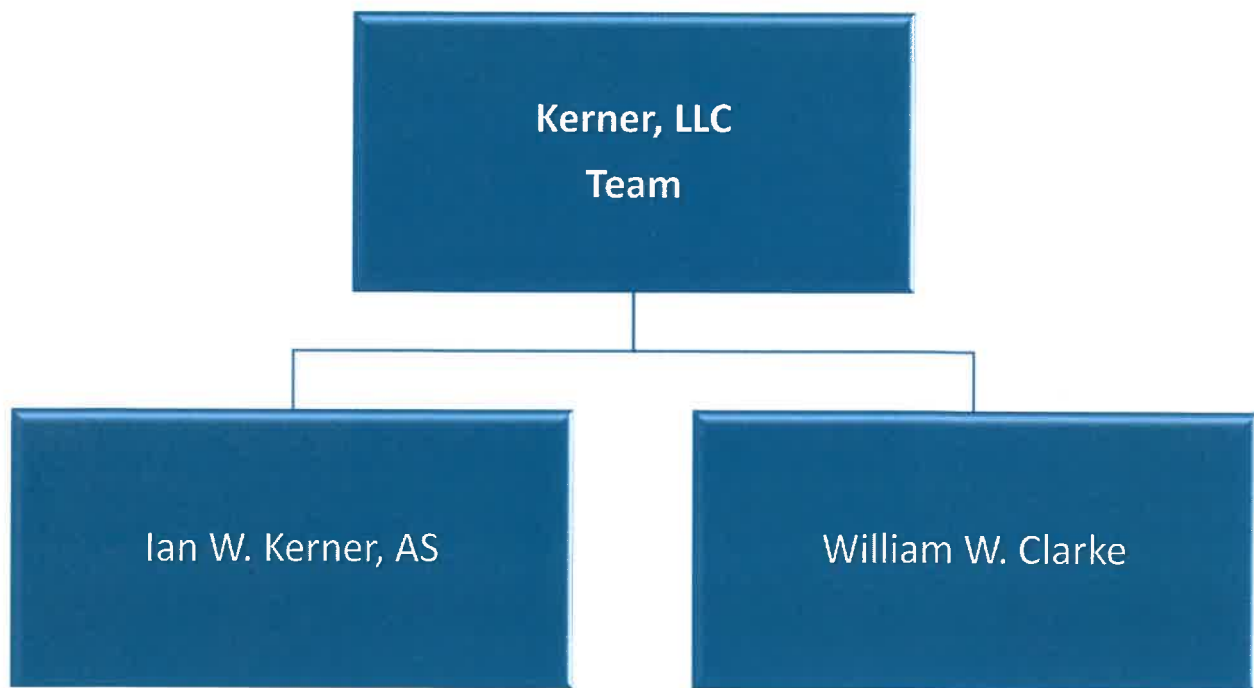
Removal of plants and trees included on the FLEPPC list shall enlist the most effective methods in accordance with industry best management practices, including but not limited to; hand pulling, hand spading, cutting via hand saws, chain saws, or pruning implements, and/or treatment with an appropriate herbicide. In some cases, vines will be treated and left in place to avoid damage to underlying vegetation. Climbing ferns and vines extending over eight feet tall shall be treated using the "poodle cut" method to maximize the effectiveness of herbicide application. Typical herbicides used for this work include Aqua Neat and Reward. Woody tree species with a trunk diameter greater than 6 inches will be reduced to no higher than 15 centimeters above ground level and treated immediately with an appropriate herbicide to prevent re-growth. Herbicide will be applied to the entire cambium layer (outer edge of the stump) within 15 seconds of the cut to ensure effective uptake of the chemical before the plant tissues produce enough sap to seal the cut.

Invasive and nuisance/unwanted plant species growing in the buffer areas between the golf course and wetland areas will be removed via hand pulling to eliminate impacts to non-target species and turf grasses. Pulled seedlings/saplings and other vegetation will be bagged or otherwise collected for disposal in a location designated by the District for that purpose. All exotic vegetative debris shall be removed from the work site at the end of each day and disposed of in an appropriate upland location designated for that purpose by the District. All non-vegetative debris and trash will be removed and disposed of in appropriate upland facilities or recycled where feasible.

All lakes will be treated monthly for shoreline weeds/nuisance vegetation and floating vegetation. Extreme care and consideration will be taken along the lake banks on the golf course to prevent chemical drift and damage to turf grasses. Lake bodies in the work area will be maintained in compliance with SFWMD criteria by spraying floating and/or emergent vegetation with the appropriate herbicide and/or removal of exotics along the littoral edge. KERNER ENVIRONMENTAL will facilitate proper maintenance of weir structures, stormwater drains, and other control structures associated with the District stormwater management facilities by keeping structures clean and clear of plants and debris.

KERNER ENVIRONMENTAL is working cooperatively with other municipalities to develop more environmentally friendly treatment protocols for the control and eradication of algae blooms in lakes and stormwater treatment areas. Our team of licensed applicators is prepared to assist the District in identifying and developing technologies that have the potential to reduce the frequency or intensity of algae blooms in lake bodies.

Section B – Organizational Chart



Section C – Resumes of Key Personnel

Key Personnel

Name	Position	Responsibilities	Years of Experience (Present/Related)
Ian Kerner	Owner/Operator	Field manager, removal, treatment, and maintenance of nuisance and exotic vegetation	3/11
William Clarke	Field Technician	Removal, treatment, and maintenance of nuisance and exotic vegetation	1/14

IAN W. KERNER, A.S.

Total Years' Experience: 11
Years With Kerner LLC: 3

Technical Specialties

- Exotic Vegetation Management, Removal, and Maintenance
- Plant Identification
- Wetlands Delineation
- Irrigation Site Manager

Professional History

- Kerner, LLC
- ValleyCrest
- Martin Landscape Management
- Austin Outdoor

Education

- A.S. (Computer Information and Technology) Indian River State College

Certifications

- Commercial Applicators License #CM23582
- FNGLA Certified Landscape Technician
- OSHA Operator Safety Training
- Counterbalance Forklift Operator
- Skid Steer Operator
- Telescopic Handler Operator
- Maxicom Certification: Level 1 and 2 (Irrigation Management System)

Professional Registrations and Affiliations

- Florida Nursery Growers And Landscape Association

Synopsis of Qualifications

Extensive practical experience in techniques for spraying and managing aquatic, upland, and open water nuisance vegetation. Skilled at performing plant surveys and wetlands delineation. Extensive experience in lean management and scheduling. As owner of Martin Landscape Management, had a continuing service agreement with the Martin County School Board and conducted exotic vegetation removal at South Fork High, Port Salerno Elementary, and Pinewood Elementary schools. As the account manager for Austin Outdoor at Tesoro, Tesoro Preserve and Watersong, responsible for all mowing, trimming, irrigation, buffer, and dune maintenance.

Representative Project Experience

Tesoro Preserve, Exotic Vegetation Management, St. Lucie County, FL – Monthly maintenance for invasive exotics and algae in 4 lakes and 100 acres of uplands, wetlands and natural areas including approximately 1.5 miles of shoreline maintenance along the north fork of the St. Lucie river.

Ecological Associates, Inc., Exotic Vegetation Management, St. Lucie County, FL – As subcontractor to KERNER ENVIRONMENTAL, conducts monthly maintenance for exotics in 20 wetlands (over 6 miles) in support of Florida Power & Light Company's St. Lucie Plant Transmission Line 4 project.

Ecological Associates, Inc., Exotic Vegetation Management, Martin County, FL – Contracted to

provide control of nuisance and exotic vegetation within 48 stormwater treatment areas (STA's) and 102.1 acres of mosquito ditches within Martin County. Treatment of excess muck through use of Bio-Zyme. Attends monthly meeting to review quality of work.

Ecological Associates, Inc., Exotic Vegetation Management, Palm Beach and Broward Counties, FL – As subcontractor to KERNER ENVIRONMENTAL, conducts monthly maintenance of exotic vegetation for Basscreek-Pennsuco Mitigation site, Plumosus Substation, and Hill Substation in support of Florida Power & Light Company's mitigation, conservation easement, and preserve area management plan requirements.

Tres Belle HOA, Martin County, FL – Monthly maintenance for invasive exotics and algae in 40 acres of lakes and 74 acres of upland and natural areas.

Mirabella HOA – Monthly maintenance for invasive exotics and algae in 11 lakes.

Oakleaf HOA – Monthly maintenance for invasive exotics and algae of 27 lakes and approximately 6 acres of wetlands.

Jaycee Park, Palm Beach County, FL – Monthly maintenance for invasive exotics along the boardwalks leading to the Intracoastal Waterway in the City of Boynton Beach.

WILLIAM W. CLARKE

Total Years' Experience: 14

Years With Kerner LLC: 1

Technical Specialties

- Exotic Vegetation Management, Removal, and Maintenance
- Plant Identification
- Landscape Maintenance
- Insect Identification
- Pest Control

Professional History

- Kerner, LLC
- Tru Green Chemlawn
- ValleyCrest Landscape Maintenance
- Spencer Pest Control
- BrightView Landscape Services

Education

- G.E.D. Indian River Community College

Certifications

- LTD Commercial Fertilizer Applicator Holder #LF211713
- GI-BMP # GV2164-1
- Certified Pest Control Operator #JF257047
- American Red Cross CPR/First Aid/AED

pesticides and fertilizer correctly.

Spencer Pest Control – Scheduled pest control applications and called customers to notify them of pending services. Applied fertilizer and pesticides to turf and ornamentals as needed in accordance with GI-BMP's and local ordinances. Completed logs (fill sheets) of pesticides and fertilizers applied. Also maintained records as required per State statutes.

BrightView Landscape Services –Completed scheduling for fertilizer and integrated pest management applications. Completed inventory and ordered materials. Trained employees on applying pesticides and fertilizer correctly. Applied fertilizer and pesticides to turf and ornamentals as needed in accordance with GI-BMP's and local ordinances. Completed logs (fill sheets) of pesticides and fertilizers applied. Also maintained records as required per State statutes. Managed safety of crews by training and enforcing policies.

Synopsis of Qualifications

Experience in the landscape/pest control industry since 2004. Holds certifications as an LTD Commercial Fertilizer Applicator and Certified Pest Control Operator. Also trained and certified in Green Industries Best Management Practices.

Representative Project Experience

Ecological Associates, Inc., Exotic Vegetation Management, Martin County, FL – Contracted to provide control of nuisance and exotic vegetation within 48 stormwater treatment areas (STA's) and 102.1 acres of mosquito ditches within Martin County. Treatment of excess muck through use of Bio-Zyme. Attends monthly meeting to review quality of work.

ValleyCrest Landscape Maintenance, Martin County Commons – Lead technician overseeing the pest control and fertilization of the County's roadways (turf and shrubs). Responsible for service requests, including but not limited to identifying chinch bugs in turf, various insects on shrubs, and pathogens affecting specific ornamentals and/or palms. Completed a service plan to treat and improve health and vigor. Also applied fertilizers as needed to palms, ornamentals and turf in accordance with GI-BMP's and local ordinances. Trained employees on applying

Section D – Proposed Staffing Levels

Proposed staffing for this work includes one or two full-time licensed applicators on site, as well as one or two additional technicians, as needed to complete the full maintenance cycle of all areas each month. Typical equipment used for this purpose includes carts, skiffs, all-terrain vehicles, and amphibious vehicles. KERNER ENVIRONMENTAL will also ensure appropriate field staffing levels to address and remove debris and trash from all work areas where maintenance is being performed. KERNER ENVIRONMENTAL can provide additional planting services, as needed pursuant to the District needs.

Section E – Financial Statements

Financial statements for 2016, 2017, and YTD 2018...

Kerner Environmental

PROFIT AND LOSS

January 1 - November 16, 2018

	TOTAL
Income	
Billable Expense Income	1,700.00
Loan from Ian	12,000.00
Sales	31,308.55
Services	454,149.39
Uncategorized Income	44,015.19
Total Income	\$543,173.13
Cost of Goods Sold	
Supplies & Materials - COGS	149.94
Total Cost of Goods Sold	\$149.94
GROSS PROFIT	\$543,023.19
Expenses	
Auto	417.09
Bank Charges	70.80
Chem	5,183.37
Commissions & fees	45.00
equipment	25,707.30
Equipment storage	3,889.40
Fuel	8,078.93
Insurance	4,328.80
Insurance - Liability	1,625.42
Job Materials	4,540.07
Legal & Professional Fees	1,291.25
Meals and Entertainment	652.16
Office Expenses	530.97
Other Business Expenses	1,917.09
Other General and Admin Expenses	216.00
Payroll	69,090.71
Promotional	759.11
Rent or Lease	15,200.00
Repair & Maintenance	4,926.35
Shipping and delivery expense	15.00
Subcontractors	2,182.00
Supplies	4,843.67
Supplies & Materials	3,450.60
Taxes & Licenses	339.49
Tools	646.83
Travel	2,062.00
Travel Meals	425.67
Uncategorized Expense	2.00
Utilities	2,729.07
Total Expenses	\$165,166.15
NET OPERATING INCOME	\$377,857.04

Accrual Basis Friday, November 16, 2018 07:32 AM GMT-8

1/2

	TOTAL
Other Expenses	
Miscellaneous	73.00
Total Other Expenses	\$73.00
NET OTHER INCOME	\$-73.00
NET INCOME	\$377,784.04

Kerner Environmental

PROFIT AND LOSS

January - December 2017

	TOTAL
Income	
Billable Expense Income	5,440.00
Sales	13,550.00
Services	164,354.83
Total Income	\$183,344.83
Cost of Goods Sold	
Cost of labor - COS	5,141.40
Supplies & Materials - COGS	537.99
Total Cost of Goods Sold	\$5,679.39
GROSS PROFIT	\$177,665.44
Expenses	
Auto Expense	11,884.00
Bank Charges	261.34
Chem	935.13
Commissions & fees	106.48
Depreciation expence	34,561.16
Equipment Rental	456.60
Fuel	402.60
Insurance - Liability	2,289.80
Job Materials	8,271.56
Legal & Professional Fees	379.00
Meals and Entertainment	110.63
Office Expenses	462.86
Payroll	5,677.35
Promotional	374.93
Rent or Lease	15,200.00
Repair & Maintenance	4,373.90
Shipping and delivery expense	9.80
Stationery & Printing	400.00
Subcontractors	1,555.76
Supplies	1,157.40
Taxes & Licenses	395.45
Tools	1,525.37
Travel	667.49
Utilities	3,996.00
Total Expenses	\$95,454.61
NET OPERATING INCOME	\$82,210.83
Other Expenses	
Miscellaneous	150.00
Total Other Expenses	\$150.00
NET OTHER INCOME	\$-150.00
NET INCOME	\$82,060.83

Accrual Basis Friday, November 16, 2018 07:26 AM GMT-8

1/2

Income Statement

Kerner Environmental January - December 2016

Financial Statements in U.S. Dollars

Revenue

Gross Sales
Less: Sales Returns and Allowances
Net Sales

49000	
	49000

Cost of Goods Sold

Beginning Inventory
Add: Purchases
Freight-in
Direct Labor
Indirect Expenses
Inventory Available
Less: Ending Inventory
Cost of Goods Sold

0	
	0

Gross Profit (Loss)

49000

Expenses

Advertising
Amortization
Bad Debts
Bank Charges
Charitable Contributions
Commissions
Contract Labor
Depreciation
Dues and Subscriptions
Employee Benefit Programs
Insurance
Interest
Legal and Professional Fees
Licenses and Fees
Miscellaneous
Office Expense
Payroll Taxes
Postage
Rent
Repairs and Maintenance
Supplies
Telephone
Travel
Utilities
Vehicle Expenses
Wages

1125	
125	
687	
4698	
1376	
5420	
	13430

Total Expenses

Net Operating Income

35571

Other Income

Gain (Loss) on Sale of Assets
Interest Income
Total Other Income

	0

Net Income (Loss)

35571

Section F – Environmental Projects (Last 3 Years)

Nuisance Vegetation Management

Client: Ecological Associates Inc.

Contact Name: Christina Macon, Project Manager

Telephone: (772) 242-0988

Project Description: Martin County is responsible for managing nuisance vegetation in County stormwater treatment areas (STA's), lakes, ditches and canals, wetlands, upland, natural areas and other assets in a manner consistent with the Stormwater Management Program. KERNER ENVIRONMENTAL is furnishing labor personnel, equipment and materials, as necessary, to treat 100% of the project area and achieve 95% kill rate of nuisance plants within 30 days of treatment. Prior to commencing work, KERNER ENVIRONMENTAL furnished a list of chemicals, equipment, and personnel (with applicable licenses) to the County for approval. The list of chemicals included all herbicides and adjuvants intended for use along with the manufacturer labels and Safety Data Sheets. Chemical usage is tracked from January to December with a report of the annual usage submitted no later than two weeks after the beginning of the year.

Client: Ecological Associates Inc.

Contact Name: Christina Macon, Project Manager

Telephone: (772) 242-0988

Project Description: FPL Basscreek power plant has approximately 30 acres mitigation uplands and wetlands that are maintained monthly. KERNER ENVIRONMENTAL maintains these mitigation areas at <10% category one and two exotics.

Client: Whispering Sound HOA

Contact Name: Steve Core, HOA Board Member

Telephone: (772) 287-8268

Project Description: Whispering Sound in Palm City has just over 60 acres of mitigation uplands and wetlands that KERNER ENVIRONMENTAL maintains per the SFWM permits.

Section G – Annual Dollar Value of Work Completed (Last 3 Years)

Project Name	2016	2017	2018 (through 9/30)
Martin County – Nuisance Vegetation Management	\$0.00	\$78,669.00	\$297,232.96
FPL Basscreek power plant – Nuisance Vegetation Management	\$0.00	\$18,760.00	\$41,272.00
Whispering Sound HOA – Nuisance Vegetation Management	\$15,600.00	\$15,600.00	\$14,300.00
Total	\$15,600.00	\$113,029.00	\$352,804.96

Section H – Current Contracts Related to the Provision of Services

- 1.** Martin County Engineering Storm Treatment Area exotic maintenance.
- 2.** Martin County Mosquito Control Ditch vegetation management.
- 3.** Martin County Parks Upland and Wetland exotic maintenance.
- 4.** FPL Basscreek Mitigation area exotic maintenance.
- 5.** FPL Line 4 corridor Wetland exotic maintenance.
- 6.** FPL Plumosus substation Mitigation area exotic maintenance.
- 7.** FPL Hill substation Mitigation area exotic maintenance.
- 8.** Whispering Sound Mitigation area exotic maintenance.
- 9.** Town of Indiantown STA and Ditch exotic and vegetation management.
- 10.** Southwood HOA Mitigation are exotic maintenance.

Section I – References

1. **Steve Corr**

HOA Board Member

Whispering Sound Owner's Association
3645 SW Whispering Sound Dr.
Palm City, FL 34990
(772) 287-8268

Work performed by Kerner, LLC exclusively and includes regular nuisance vegetation management within preserved areas.

2. **Christina Macon**

Project Manager

Ecological Associates Inc.
P.O. Box 405
Jensen Beach, FL 34958

Work performed by Kerner, LLC includes multiple projects with regular nuisance vegetation management within preserved areas.

3. **Chris Wodsworth**

Owner

Signature Property Management
3232 SE Dixie Hwy Unit B
Stuart, FL 34997
(772) 219-4474

Work performed by Kerner, LLC includes one project with regular nuisance vegetation management within preserved areas.

Section J – Current Certificates of Insurance

Current certificates of insurance (including for subcontractors) follow.



Lion Insurance Company

2739 US HWY 19 NORTH
HOLIDAY, FL 34691
Phone: 800-966-5562 / 727-938-5562 Fax: 727-937-2138

November 16, 2018

To Whom It May Concern:

RE: Kerner LLC

The NCCI Experience Modification Rating Factors for South East Personnel Leasing, Inc are as follows:

2013	.99
2014	1.00
2015	.99
2016	.98
2017	.92
2018	.89

Effective date: January 1

If you have any questions, please contact me at 727-938-5562 ext 6021.

Sincerely,

Grant Dagleish
Director of Finance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Insurance Agency Inc. 1010 SW Martin Downs Blvd Palm City FL 34990		CONTACT NAME: Mitzy Taylor PHONE (A/C, No, Ext): (772) 426-9833 FAX (A/C, No): (772) 426-9843 E-MAIL ADDRESS: mitzy@stateinsurancegroup.com															
INSURED Kerner LLC, DBA: Kerner Environmental 783 NW Spruce Ridge Dr Stuart FL 34984		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Auto-Owners</td> <td>18988</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Co		INSURER B: Auto-Owners	18988	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: Scottsdale Insurance Co																	
INSURER B: Auto-Owners	18988																
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** CL18111608914 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CPS2629369	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (IE occurrence)					\$ 100,000
	MED EXP (Any one person)					\$ 5,000
	PERSONAL & ADV INJURY					\$ 1,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		5156398300	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (IE accident)
	BODILY INJURY (Per person)					\$ 1,000,000
	BODILY INJURY (Per accident)					\$ 1,000,000
	PROPERTY DAMAGE (Per accident)					\$ 50,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
	AGGREGATE \$					
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$					
	E.L. DISEASE - EA EMPLOYEE \$					
	E.L. DISEASE - POLICY LIMIT \$					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is Additional Insured with reference to General Liability.

CERTIFICATE HOLDER Tesoro Community Development District Attn: District Manager 135 W Central Blvd, Ste 320 Orlando FL 32801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Section K– Lawsuits (Last 5 Years)

None

Section L – Licensure Disciplinary Actions (Last 5 Years)

None

Section M – Required Forms

Completed required forms follow.

PRICE SHEET

TASK	Totals
Invasive Plant Treatment	Annual Maintenance Cost
Subtotal	24,013.26
Vegetation Control	Annual Maintenance Cost
Subtotal	24,013.26
Herbicide Treatments	Annual Maintenance Cost
Subtotal	24,013.26
Weed Control	Annual Maintenance Cost
Subtotal	18,812.26
Lake Maintenance	Annual Maintenance Cost
Subtotal	44,209.80
Litter/Debris Removal	Annual Maintenance Cost
Subtotal	5,201.00
Total	140,262.84

Notes:

1. The amounts listed above are fixed fees for the time period noted. The fixed fee shall include the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials and all taxes).
2. Refer to the scope of services for the specific description and frequency of the services to be provided.
3. Invoices will be submitted monthly, prorated, based on the above fees.

TESORO COMMUNITY DEVELOPMENT DISTRICT

BASIC ORGANIZATION INFORMATION

DATE SUBMITTED 11/19/2018, 2018

1. Proposer Kerner Environmental
[Company Name] ☐ An Individual
☒ A Limited Liability Company
☐ A Limited Liability Partnership
☐ A Partnership
☐ A Corporation
☐ A Subsidiary Corporation

2. Proposer Company Address:

Street Address 783 NW Spruce Ridge Dr.

P.O. Box (if any) _____

City Stuart State FL Zip Code 34994

Telephone 772-260-8415 Fax no. _____

1st Contact Name Ian Kerner Title Owner

2nd Contact Name William Clarke Title Field Operations Manager

3. Parent Company Name (if applicable) Kerner LLC.

4. Parent 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 Proposer's office which would perform Districts' work.

Street Address 783 NW Spruce Ridge Drive

P.O. Box (if any) _____

City Stuart State FL Zip Code 34994

Telephone (772) 260-8415 Fax no. _____

1st Contact Name Ian Kerner Title Owner

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

yes (☒) (Proceed to Question 6.1) no (☐) (Proceed to Question 6.2)

- 6.1 If yes, provide the following:

Is the Company in good standing with the Florida Secretary of State Division of Corporations? yes (☒) no (☐)

If no, please explain

Date incorporated 2/18/2016 Charter No. L16000034853

- 6.2 If no, provide the following:

The State in which Proposer is incorporated? _____

Is the Company in good standing with that State? yes (☐) no (☐)

If no, please explain

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida? yes () no ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the State of Florida?

Yes () (Proceed to Question 7.1) No () (Proceed to Question 7.2)

- 7.1 If yes, is the Proposer registered with the Florida Department of State, Division of Corporations? yes () no ()

If no, please explain

Is the Proposer in good standing with the State of Florida? yes () no ()

If no, please explain

Date Proposer was organized: _____

- 7.2 If no, provide the following:

The State in which Proposer is organized: _____

Is the Proposer in good standing with that State? yes () no ()

If no, please explain _____

Date Proposer was organized: _____

Is the Proposer registered as a foreign partnership or limited company with the State of Florida? yes () no ()

If no, please explain _____

8. Does Proposer hold any registrations or licenses with the State of Florida applicable to the contract?
yes (X) no ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attach additional sheets if necessary):

Type of registration Commercial Applicator License

License No CM 23582 Expiration Date May 31, 2019

Qualifying individual Ian W. Kerner Title (MBR)

List company(s) currently qualified under this license _____

Kerner Environmental

- 8.2 Does the Proposer hold any registrations or licenses with St. Lucie County and/or the State of Florida applicable to the contract?
yes () no (X)

If yes, please list and provide a photocopy of each listed license or registration:

- 8.3 Does the Proposer hold any registrations or licenses with St. Lucie County applicable to the contract? yes () no (X)

If yes, please list and provide a photocopy of each listed license or registration:

**TESORO COMMUNITY
DEVELOPMENT DISTRICT**

**WETLAND, LAKE AND UPLAND
PRESERVE MAINTENANCE SERVICES
Request for Proposals No. 2018-100**

PROJECT MANUAL

Issue Date: October 19, 2018

**District Engineer: Culpepper & Terpening
2980 South 25th Street
Fort Pierce, FL 34981**

**District Manager: George Flint
Governmental Management Services
135 West Central Blvd., Suite 320
Orlando Florida, 32801**

TESORO COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR PROPOSAL NUMBER 2018-100
WETLAND, LAKE AND UPLAND PRESERVE
MAINTENANCE SERVICES**

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9. List the Proposer's total annual dollar value of work completed for each of the last four (4) years starting with the latest year and ending with the most current year

(2015) 0, (2016) \$49,000.00, (2017) \$103,344.83
(2018YTD) \$543,173.13

10. What are the Proposer's current insurance limits? (Provide a copy of applicant's Certificate of Insurance)

General Liability	\$ <u>2,000,000.00</u>
Automobile Liability	\$ <u>1,000,000.00</u>
Workers Compensation	\$ _____
Expiration Date	<u>5/1/19</u>

11. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no (☒)

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

11.1 What is the Proposer's current worker compensation rating? .89

11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years?
yes () no (☒)

If yes, please describe each incident _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Tesoro Community Development District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

Kerner Environmental
Name of Proposer

By: [Signature] (MBR)

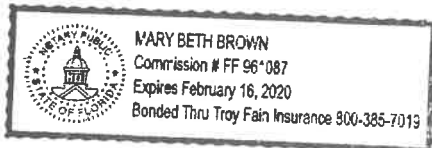
This 16 day of November, 2018

By: Ian W. Kerner (MBR)
[Type Name and Title of Person Signing]

(Apply Corporate Seal, if
filing as a corporation)

State of Florida
County of Martin

The foregoing instrument was acknowledged before me this 16 day of November, 2018, by Ian W. Kerner, of the Kerner Environmental who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



[Signature]
Signature of Notary taking acknowledgment

TESORO COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF NON-COLLUSION

STATE OF Florida
COUNTY OF St Lucie

I Ian Kerner, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Member in the firm of Kerner Environmental, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 16 day of November, 2018.


Signature by authorized representative of Proposer

State of Florida
County of Martin

The foregoing instrument was acknowledged before me this 16th day of November, 2018, by Ian W. Kerner, of the Kerner Environmental who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.


Signature of Notary taking acknowledgment



TESORO COMMUNITY DEVELOPMENT DISTRICT

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM**

This Proposal for environmental services has been submitted on this 19 day of November, 2018 by Kerner Environmental [company] whose business address is 783 NW Spruce Ridge Dr Stuart FL 34994, telephone number is (772) 260-8415, and fax number is _____.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Districts consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Tesoro Community Development District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. 1 dated 11/9/2018

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

 (MBR)
Signature by authorized representative of Proposer

11/16/18
Date

EXHIBIT A

CONTRACT DOCUMENT FORM

**AGREEMENT BETWEEN Kerner Environmental AND THE TESORO COMMUNITY
DEVELOPMENT DISTRICT
REGARDING THE PROVISION OF WETLAND, LAKE
AND UPLAND PRESERVE MAINTENANCE SERVICES**

This Agreement is made and entered into this 16 day of November, 2018 by and between:

The Tesoro Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Lucie County, Florida, and having offices at 135 West Central Blvd., Suite 320, Orlando, Florida 32801 ("the District"), and Kerner Environmental ("the Contractor").

RECITALS

WHEREAS, the District was established by a rule of the Florida Land and Water Adjudicatory Commission for the purpose of providing stormwater management and wetlands mitigation maintenance services to all residences and commercial properties throughout the District; and

WHEREAS, the District has a need to retain an independent contractor to provide wetland, lake, and upland preserve maintenance services for certain lands within the District; and

WEHERAS, the District finds it in the best interest of the District to engage the services of the Contractor.

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

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

Section 2. Duties. The duties, obligations, and responsibilities of the Contractor are described in Exhibit "A" attached hereto. The location of the services is identified on Exhibit "B" attached hereto. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee. Additional duties may be specified by the District Manager or his designee.

Section 3. Compensation. District agrees to compensate the Contractor in accordance with the following schedule:

Monthly Treatment Costs ~~\$140,262.84~~ Annually ~~\$1,688.57~~ per month)

Contractor shall invoice the District for services performed monthly.

Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his designee.

Section 4. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 5. Term. This Agreement shall commence on 11/19, 2018 and shall continue for a period of one (1) year unless terminated in accordance with Section 11 below. This contract may be extended by up to two (2) additional one (1) year terms upon mutual agreement in writing by both the Contractor and District. This agreement may be extended on a month-to-month basis upon agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

Section 6. Insurance.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;
 - (ii) The District shall be named as additional insured
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and for property damage, provided coverage for any accident arising out of or

resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

Section 7. Indemnification. Contractor agrees to indemnify and hold harmless and defend the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

Section 8. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

Section 9. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made by an instrument in writing which is executed by both the District and the Contractor.

Section 10. Authorization. The execution of this Agreement had been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 11. Cancellation. The District shall have the right to cancel this Agreement at anytime upon written notice. Contractor shall have the right to cancel this agreement upon thirty (30) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement.

Section 12. Enforcement of Agreement. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Section 13. Notices. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to Contractor:

Kerner Environmental
783 NW Spruce Ridge Dr.
Stuart, FL 34994

B. If to District: Tesoro Community Development District
135 West Central Blvd., Suite 320
Orlando, Florida 32801
Attn: District Manager

With a copy to: Lewis, Longman & Walker PA
515 N. Flagler Drive, Suite 1500
West Palm Beach, Florida 33401
Attention: William G. Capko

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

Section 14. Assignment. Neither the District nor the Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.

Section 15. Controlling Law. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

Section 16. Public Records. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida Law.

Section 17. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 18. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction on any of the provisions of this Agreement.

Section 19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Section 20. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, OR AT 135 W. CENTRAL BLVD., SUITE 320, ORLANDO, FLORIDA 32801.

[SIGNATURES ON FOLLOWING PAGE]

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

ATTEST:

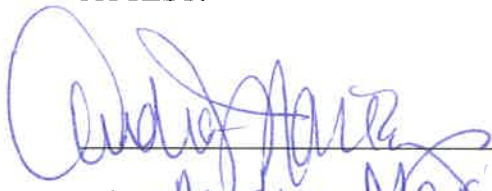
TESORO COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Assistant Secretary


Chairman/Vice Chairman

ATTEST:

[CONTRACTOR]



Print: Audra Mariz



Print: Jan W. Kerner
Title: MBR

EXHIBIT B

SCOPE OF SERVICES/PROJECT MANUAL

Overall Scope of Services- Definition

Attachment A- Scope of Services

Attachment B- Map of Service Levels

Overall Scope of Services-Definition

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

1.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Attachment A-Scope of Services as defined between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the District. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the District. The District will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the District.

1.2 Key Personnel

1.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the District. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the Environmental Services provided as defined in Attachment A-Scope of Services.

1.2.2 Contractor shall provide one (1) On-Site Field Operations Manager who is knowledgeable of the Contractor's daily activities when performed at the site. The Senior Overall Manager shall serve as the point of contact between the District, Contractor and any other entity and shall be responsible for coordinating all scheduled services with the District and for the timely scheduling of scheduled or unscheduled environmental services.

1.2.3 Contractor shall provide at least one (1) full-time onsite Field Manager to observe and monitor the daily or routine activities of environmental services covered in the contract as defined in Attachment A-Scope of Services.

1.2.4 Contractor shall provide a trained Field Crew to perform basic scope of services as outlined above for environmental services covered in the contract as defined in Attachment A-Scope of Services.

1.2.5 Contractor shall have key personnel office location within St. Lucie County and/or no more than twenty (20) miles from site.

1.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Personnel will wear clean uniform shirts of consistent design and color.

1.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees who communicate and interact with the community and any other customer/party associated with the Project are knowledgeable of the Project and the Services the Contractor is performing.

1.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable.

1.6 Facility Location

The District shall not provide a facility on the Project Site for the Contractor as part of this Scope of Services. The Contractor shall, upon receipt of written approval from the District, be allowed to temporarily store, if necessary, its materials and equipment on site at a District-selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site.

1.7 Subcontractors

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.
- Current certificates of insurance will be provided.

1.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.
- Current certificates of insurance will be provided.

1.9 Document Control and Data Management

1.9.1 Document Control

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A “document log” shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The “log” shall outline document titles and dates, the originator, received dates, and to/from information. This “log” shall be updated monthly and submitted to the District when requested.

1.9.2 Data Maintenance

The Contractor shall, after review with the District, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

1.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a

copy provided to the District identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the District.

1.10 Verification of Data

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the District verbally and in writing, upon discovery.

1.11 Ownership of Data

It is to be understood that all data transmitted and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the District or third parties, are the sole properties of the District. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the District at the conclusion of the Project, after which, no copies of the data may be kept by the Contractor without the express written permission of the District.

The District shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the District immediately upon fourteen (14) days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the District.

1.12 Quality Control

The District will have the right, at any stage of the operation, to reject any or all of the Contractor's services and materials, which in the District's opinion does not meet the requirements of these specifications. The Contractor shall replace or reimburse the District for the cost of replacement or repairs, at the Contractor's own expense, those native plant materials as defined in Attachment A-Scope of Services that are damaged or lost due to insects, disease, fungus, and/or as result of Contractor's insufficient services as directed by the District. All replacements

shall meet the current size, specifications, and quality of surrounding related material. Any other CDD items damaged due to the Contractor's negligence shall be repaired or replaced as directed by the District at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the District.

If requested by the District, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the District, during these site visits. A monthly Environmental Services Report shall be generated by the Contractor and submitted to the District outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the District with a weekly updated environmental services log addressing all activities occurring in that week.

2.0 COORDINATION

The Contractor shall provide coordination with the District for all items associated with the requirements of this Agreement.

2.1 General Coordination

The Contractor shall meet with the District and its separate consultants as appropriate, on a monthly basis, if required. Those meetings shall serve as forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other environmental services and maintenance related issues deemed appropriate by the District of the Contractor.

In addition, the Contractor shall provide a representative to attend the periodic meeting of the Board of Supervisors if requested to do so by the District. This representative shall be knowledgeable of Scope of Services as defined in Attachment A and shall be able to respond to any questions the Board may have as to the day-to-day activities at the Project site pursuant to this Agreement.

Coordination of the construction, operation, environmental services and general maintenance of the District assets at the Project is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with the need to know are crucial to the success of the Project. While all parties involved with the Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager and/or CDD District Field Manager
- CDD District Engineer
- CDD District Representative
- St. Lucie County and its various departments

- Florida Turnpike Authority
- Florida Department of Transportation
- SFWMD
- US Army Corps of Engineers
- Adjacent property owners, as directed by the District
- Tesoro Club operating staff and Golf Course maintenance staff

2.2 Contractor's District Manager and Project Manager

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the District and the Contractor. This individual shall maintain at all times a means of being contacted by the District (pager, cellular phone, or radio) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the District of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by District. Contractor will also provide District with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

2.3 Contractor's Vehicles and Equipment

Contractor service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel. All Contractors vehicles must operate in a safe and courteous manner while on site. Pedestrians have the right-of-way, and service vehicles are expected to yield. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear when necessary.

2.4 Contractor's Additional Provisions

Property inspections will be conducted weekly by an authorized Contractor representative. Contractor will document and correct any environmental services deficiencies that are identified within one week, or provide a status update for work requiring a longer period to accomplish. Periodic inspections (no less than monthly) will be conducted in conjunction with a management representative of the District. A monthly report will be provided to the client summarizing activities completed, in progress and planned. Contractor will be proactive in identifying any environmental services conditions that affect long-term environmental health and vigor and will advise District, accordingly.

3. **SCHEDULED OPERATIONS AND MAINTENANCE**

The Contractor shall meet all requirements as defined in Attachment A-Scope of Services and as required in this Agreement. The contractor shall make a complete site inspection of Tesoro, specifically the areas of Districts maintenance. **Attachment A-Scope of Services** includes plan identifying the general limits of Districts environmental services.

4. **UNSCHEDULED MAINTENANCE AND REPAIRS**

The Contractor shall be equipped and organized to provide any unscheduled services and repairs required and any emergency maintenance and repairs as provide in the above noted Performance Specifications on an immediate basis.

5. **RESPONSE TIME**

The Contractor shall provide services and repairs within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

5.1 **General**

The Contractor shall, on a timely and efficient basis, respond to any and all requests and perform all repairs, inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, seven (7) days per week to respond to and correct any problems with any of the elements covered by this Agreement.

Response time, unless otherwise directed by the District, required by the Contractor for various environmental service activities is as follows:

- Standard environmental services activity adjustments: varies, as directed by District.
- Standard repairs: one week
- Emergency repairs: three (3) hours
- Unscheduled environmental services request: as needed, as soon as four (4) hours
- Plant material replacement: two (2) weeks

Should the Contractor fail to respond to a request for any services addressed in Attachment A-Scope of Services within the required allotted time, the Owner

shall, at the Contractor's sole expense, provide the requested services.

5.2 Emergency Response Program

The Contractor shall develop, implement, and maintain an Emergency Response Program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Stormwater System or any Environmental Services
- Equipment failures
- Chemical spills

Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the District, District Manager, the community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the District.
- The ERP manual shall be included in the operations section of the Administrative/Maintenance/Operations program.

Attachment A – Scope of Services

The general items to be completed within the service area, as described in Attachment B is as follows:

1. Cutting, pulling and/or herbicidal treatment of all invasive, nuisance and exotic plants & trees in all wetlands, littoral shelves, lake bodies and upland preserve areas.
2. Assist, coordinate and participate in meetings onsite with Owner, engineers, consultants and SFWMD as required to maintain compliance and to coordinate the work.
3. Debris and trash removal from all work areas.
4. Hand pull weeds in planted areas between the golf course and wetland areas.
5. Trimming and vegetation removal on all flyaways on the golf course.
6. The work includes cutting at stumps and treatment of tree stumps to prevent re-growth.
7. Removal of plants and trees includes all vegetation listed on Florida Exotic Pest Plant Species list in accordance with State and local guidelines. Further the work shall include removal of nuisance vegetation as allowed by the agencies having jurisdiction (AHJ).
8. The work shall include removal of all exotic plant materials from the project site.
9. The work includes removal of exotics and nuisance vegetation in the lake bodies to provide open water areas as needed for the SFWMD compliance.
10. Herbicide application must be conducted under the supervision of a licensed applicator (Dept of Agriculture, Aquatic Pest Control), contractor to provide copies of current license to Owner prior to the start of work. Contractor shall maintain all AHJ mandatory required licenses for the work and provide notices to AHJ as required during the progress of work.
11. Proposers are encouraged to suggest Greener methods for treating algae in the lakes as an alternative to herbicides.
12. Contractor must provide daily reports for the work no later than the following day for each day worked onsite. These reports will be precedent to payment. Reports shall include a site plan indicating areas treated with pesticides and areas where hand removal took place on each day of work.
13. All lakes will be treated at least monthly for unwanted shoreline and floating vegetation.
14. Contractor will treat all areas on the entire property at least once monthly. A more specific plan for the individual needs of each area is described below. The Contractor is

responsible for having the Field Manager meet with the District Representative twice monthly to review the property and identify any areas not being maintained in accordance with the Scope of Services.

Task 1 – Wetland Preserve/Mitigation Area Maintenance – Tesoro West

This task will include the cutting and removal of exotic and nuisance vegetation from all wetland preserves, littoral shelves, and lake bodies within the limits of the US Army Corps of Engineers (ACOE) permit and all modifications and the South Florida Water Management District (SFWMD) permit previously issued for the parcel west of Via Tesoro Boulevard within the limits of the Tesoro West project area. Due to the native vegetation on the site and in accordance with the conditions of the Agency permits, hand cutting of vegetation will occur where possible and Contractor will apply an appropriate herbicide to the cut stumps to inhibit further growth. Clearing and maintenance activities will be conducted to the satisfaction of the Client and in accordance with the currently approved mitigation and monitoring plan for the parcel (as approved by the US Army Corps of Engineers and the South Florida Water Management District). Removal includes all plants listed on the Florida Exotic Pest Plant Species list in accordance with State and local guidelines. Contractor will remove all cut vegetation from the preserve area and dispose of within the proposed clearing area for the development. Contractor will apply herbicide to lake areas when necessary and monitor open water habitats. Contractor will also remove any and all trash and debris from the mitigation areas to the satisfaction of the Client. Herbicide application will be conducted under the supervision of a licensed applicator. This task specifically excludes additional planting as well as the body of water known locally as the A2 pond. See Map of Service Areas for more definition of Area.

Task 2 – Supplemental Plantings – Tesoro West

This task will include the purchase and installation of native plant materials for use inside wetland and surface water areas throughout the Tesoro West side development. This task specifically excludes plantings within upland preserves or in areas currently maintained by the District's Upland Buffer Maintenance Contractor or the Tesoro Club. As part of the ongoing construction and the ACOE and all modifications and SFWMD compliance reporting, areas may be identified as areas required for wetland planting in accordance with the permit schedule and conditions. The costs associated with the planting budget include purchase and installation of plant materials. See Map of Service Areas for more definition of Area. These services will be performed as an additional service and the scope and price will be determined at the time the work is required.

Task 3 – East Side Wetland Preserve/Mitigation Area Maintenance

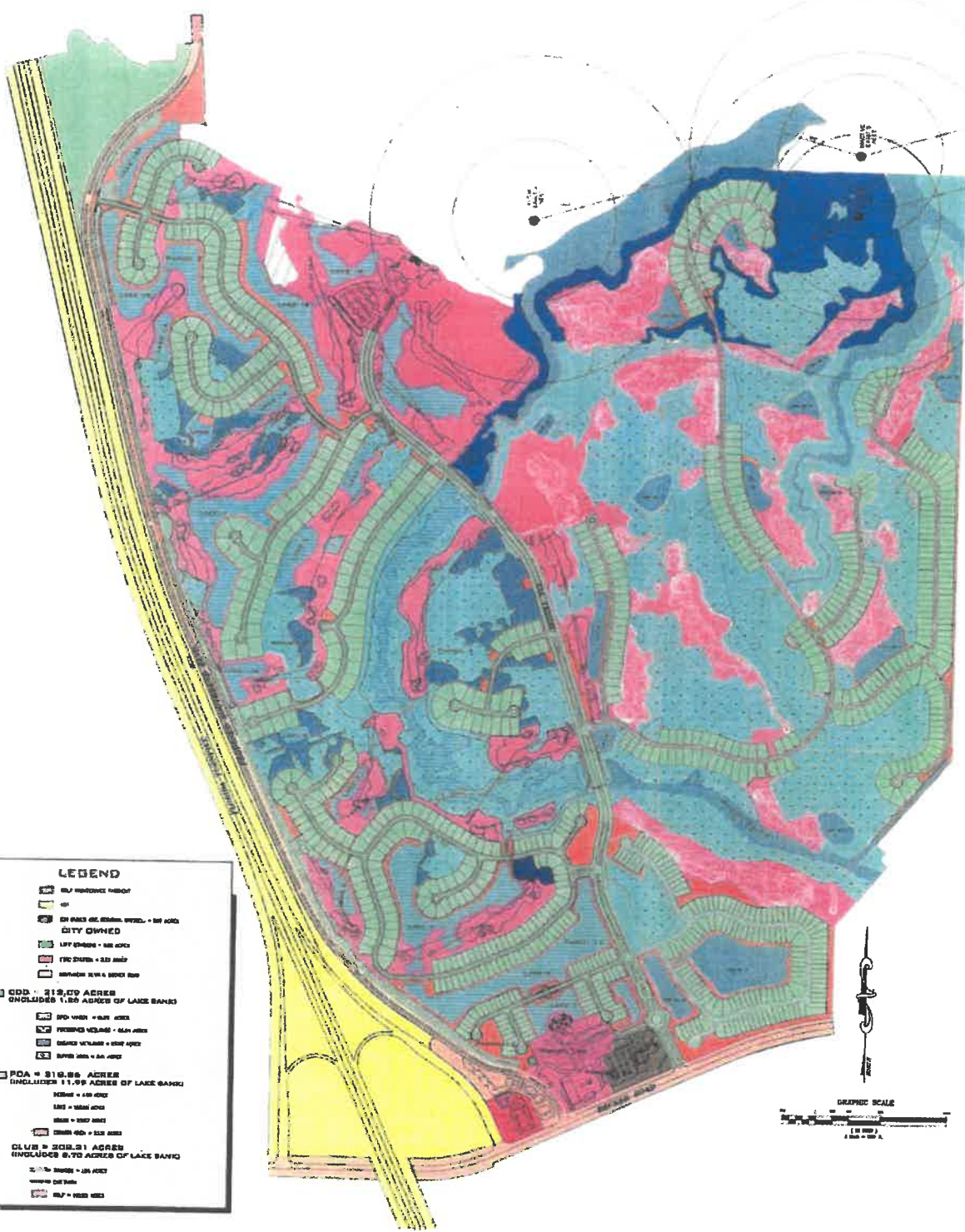
This task will include the cutting and removal of exotic and nuisance vegetation from all wetland preserves, littoral shelves, and lake bodies within the limits of the US Army Corps of Engineers permit and all modifications and the SFWMD permit previously issued for the parcel east of Via Tesoro Boulevard within the limits of the Tesoro East project area. Due to the native vegetation on the site and in accordance with the conditions of the Agency permits, hand cutting of vegetation will occur where possible and Contractor will apply an appropriate herbicide to the

cut stumps to inhibit further growth. Clearing and maintenance activities will be conducted to the satisfaction of the Client and in accordance with the currently approved mitigation and monitoring plan for the parcel (as approved by the US Army Corps of Engineers and the South Florida Water Management District). Removal includes all plants listed on the Florida Exotic Pest Plant Species list in accordance with State and local guidelines. Contractor will remove all cut vegetation from the preserve area and dispose of within the proposed clearing area for the development. Contractor will apply herbicide to lake areas when necessary and monitor open water habitats. Contractor will also remove any and all trash and debris from the mitigation areas to the satisfaction of the Client. Herbicide application will be conducted under the supervision of a licensed applicator. This task excludes additional planting where needed in accordance with the approved State and Federal permits associated with this parcel. See Map of Service Area for more definition of Area.

Task 4 Stormwater Management System Infrastructure – Tesoro East and West

The successful Proposer shall operate, maintain, and repair all elements of the stormwater management system including but not limited to pumps for water flow, water features and all water quality features in conformance with the ACOE permits including all modifications and SFWMD permits for the areas within the contract. The operation of the stormwater system shall include record keeping and reporting as required by the applicable permits and the provision of records upon request.

Attachment B– Map of Service Areas



JPL VOL. 58-1047-2 SER. 1 BOX 1, P. 407 SPAN 10, 10/10/72 CONTAINER 10, 10/10/72	 <p> American Scientific Development Corporation 10000 Wilshire Blvd. Suite 1000 Beverly Hills, CA 90210 (310) 276-1000 </p>	EXHIBIT AREAS OF CDD MAP FOR TESORO	<table border="1"> <thead> <tr> <th>NO.</th> <th>REP.</th> <th>REMARKS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>10/10/72 10/10/72</td> </tr> <tr> <td>2</td> <td></td> <td>10/10/72 10/10/72</td> </tr> <tr> <td>3</td> <td></td> <td>10/10/72 10/10/72</td> </tr> <tr> <td>4</td> <td></td> <td>10/10/72 10/10/72</td> </tr> <tr> <td>5</td> <td></td> <td>10/10/72 10/10/72</td> </tr> <tr> <td>6</td> <td></td> <td>10/10/72 10/10/72</td> </tr> <tr> <td>7</td> <td></td> <td>10/10/72 10/10/72</td> </tr> <tr> <td>8</td> <td></td> <td>10/10/72 10/10/72</td> </tr> <tr> <td>9</td> <td></td> <td>10/10/72 10/10/72</td> </tr> <tr> <td>10</td> <td></td> <td>10/10/72 10/10/72</td> </tr> </tbody> </table>	NO.	REP.	REMARKS	1		10/10/72 10/10/72	2		10/10/72 10/10/72	3		10/10/72 10/10/72	4		10/10/72 10/10/72	5		10/10/72 10/10/72	6		10/10/72 10/10/72	7		10/10/72 10/10/72	8		10/10/72 10/10/72	9		10/10/72 10/10/72	10		10/10/72 10/10/72	SHEET 1 OF 3
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EXHIBIT C

EXAMPLE-WORK AUTHORIZATION FORM

Exhibit C
Work Authorization
Contract No. 2018-100

Contract No. **2018-100**

Date:

Work Authorization No. __WA-____-____

To: (Company Name) _____

Pursuant to the Maintenance Services Agreement dated _____, the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Article 5 of the Agreement.

Description of Work Authorization services:

Bill to: District

The following is/are applicable to this Work Authorization as marked:

_____ A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of \$ _____

_____ B. Contractor shall proceed immediately with this Work Authorization on a time and material basis in accordance with the contract Documents. Time and material tickets should be submitted daily to the Program Manager.

_____ C. Contractor shall proceed immediately with this Work Authorization on a unit price basis in accordance with the Contract Documents. The total amount of this Work Authorization shall be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

Accepted and Agreed by Contractor:		For Owner:	
<u>Company Name</u>		<u>Tesoro Community Development District</u>	
By: _____	Date: _____	By: _____	Date: _____
By: _____	Date: _____	By: _____	Date: _____
For Review and Approval (if applicable):			
District Engineer:			
By: _____		Date: _____	
Completed by: _____		Date: _____	

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the proposer.

Kerner Environmental
Name of Organization

This 16 day of November, 2018

By: [Signature]

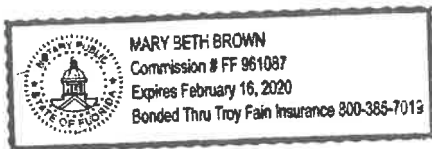
By: Ian W. Kerner
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: FL

State of FL
County of Martin

The foregoing instrument was acknowledged before me this 16th day of November, 2018, by Ian W. Kerner, of the Kerner Environmental who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



[Signature]
Signature of Notary taking acknowledgment

EXHIBIT D - GENERAL RELEASE

The undersigned, for and in consideration of the payment of the sum of \$ _____, paid by Tesoro Community Development District, (hereinafter referred to as District or Owner), receipt of which is hereby acknowledged as complete compensation for performance of Contract Number _____, does hereby fully and completely discharge and release the District, its agents, employees, consultants, officers, directors, successors and assigns, the District Manager, and the District Engineer from any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, liabilities, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the contract between the parties dated _____ (the Contract). The undersigned here certifies that all material men, suppliers, subcontractors or others furnishing labor, goods, supplies or materials in connection with the Contract have been fully paid and satisfied and hereby agrees to hold harmless and indemnify District from any such claims, liens, demands, judgments, causes of action, suits or other liabilities which District/Engineer may incur as a result of any such non-payment or other dispute. The undersigned further agrees that in the event District is required, in its sole discretion, to enforce this release or the Contract in court proceedings or otherwise, then District shall be allowed to recover reasonable attorneys fees and costs incurred, whether incurred at trial, on appeal or in alternative dispute resolution.

Witnesses:

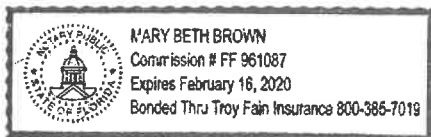
[Signature]
Andra Mariz

Kerner Environmental
Print Name of Contractor

[Signature]
Authorized Signature

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 16th day of November, 2018, by Ian Kerner, who is personally known / produced identification.



[Signature]
Notary Public
State of Florida at Large
My Commission Expires: