

*Six Mile Creek
Community Development District*

December 18, 2019

Six Mile Creek

Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092

Phone: 904-940-5850 - Fax: 904-940-5899

December 11, 2019

Board of Supervisors
Six Mile Creek Community
Development District

Dear Board Members:

The Board of Supervisors Meeting of the Six Mile Creek Community Development District will be held Wednesday, December 18, 2019 at 2:00 p.m. at the offices of GMS, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Approval of Minutes of the October 22, 2019 Meeting
- IV. Consideration of Resolution 2020-02, Implementing Florida Statutes and Instructing the St. Johns County Supervisor of Elections to Begin Conducting the District's General Elections
- V. Consideration of Matters Related to Series 2020 Bond Issuance
 - A. Consideration of Underwriting Agreement
 - B. Consideration of Engineer's Report
 - C. Consideration of Assessment Methodology
 - D. Consideration of Resolution 2020-03, Declaring Assessments for the District's Series 2020 Bonds
 - E. Consideration of Resolution 2020-04, Setting a Public Hearing for Debt Assessments for the Series 2020 Bonds
- VI. Ratification of Hold Harmless Agreement with United Parcel Service
- VII. Consideration of Proposal for Site Work (East Parcel and Phase 6 Parcel)
- VIII. Consideration of Lighting Agreement with FPL for LED Light Fixtures
- IX. Consideration of Notice of RFQ for Architectural Service and Approval of Evaluation Criteria
- X. Discussion Regarding Outstanding Sitex Invoices for Landscape Maintenance Services
- IX. Other Business
- XII. Staff Reports
 - A. Attorney

- B. Engineer
 - 1. Ratification of Requisition No. 246 (2017A Bonds)
 - 2. Consideration of Requisition Nos. 247-252 (2017A Bonds)
 - 3. Consideration of Work Authorization No. 40 (2019/2020 General Consulting Engineering Services)
 - 4. Ratification of Proposal for Trailmark Phase 2A Fire Hydrant Relocation
- C. Manager
- D. Operations & Amenities
 - 1. Report
 - 2. Proposals for Amenity Center Termite Bond & Treatment (Bug Out, Florida Pest Control, McCall)
- XIII. Supervisors' Requests and Audience Comments
- XIV. Financial Reports
 - A. Balance Sheet as of November 30, 2019 and Statement of Revenues and Expenses for the Period Ending November 30, 2019
 - B. Assessment Receipt Schedule
 - C. Ratification of Fiscal Year 2020 Funding Request No. 2
- XV. Next Scheduled Meeting – Wednesday, February 19, 2020 @ 2:00 p.m. at the offices of GMS, LLC
- XVI. Adjournment

Enclosed for you review and approval are the minutes of the October 22, 2019 meeting.

The fourth order of business is consideration of Resolution 2020-02, which is enclosed for your review.

The fifth order of business is consideration of matters related to the Series 2020 Bonds. Enclosed is a copy of the underwriting agreement. All other materials will be sent under separate cover.

The sixth order of business is ratification of Hold Harmless agreement, which is enclosed for your review.

The seventh order of business is consideration of proposals for site work which have been previously distributed to you.

The eighth order of business is consideration of lighting agreement, which is enclosed for your review.

The ninth order of business is consideration of notice of RFQ and approval of evaluation criteria, which are enclosed for your review.

Enclosed under the Engineer's report are the items as outlined above.

Enclosed under the Operations & Amenities report are the items as outlined above.

A copy of the financial reports as outlined above will be send under separate cover.

The balance of the agenda is routine in nature, and any additional support material will be presented and discussed at the meeting. I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

James Oliver

James Oliver
District Manager

cc: Jason Walters
Scott Wild

AGENDA

Six Mile Creek Community Development District

Wednesday
December 18, 2019
2:00 p.m.

Offices of GMS, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Call in #: 1-888-450-5996
Passcode: 555713
District Website: www.sixmilecreekcdd.com

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MINUTES

MINUTES OF MEETING
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Six Mile Creek Community Development District was held on Tuesday, October 22, 2019 at 3:00 p.m. at the Offices of GMS, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

Present and constituting a quorum were:

Mike Taylor	Chairman
Mike Veazey	Supervisor
Rose Bock	Supervisor

Also present were:

Jim Oliver	District Manager
Jason Walters	District Counsel (by phone)
Zach Brecht	District Engineer
Gregg Kern	Greenpointe Communities (by phone)
Derrick Gilbert	Evergreen Lifestyles Management
Lynzi Chambers	Evergreen Lifestyles Management
Katie Wyble	Evergreen Lifestyles Management
Bob Johnson	_____

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 3:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes of the August 20, 2019 Meeting

Mr. Oliver stated a copy of the minutes from the August 20, 2019 meeting are included for your review and approval.

On MOTION by Mr. Veazey seconded by Mr. Taylor with all in favor the Minutes of the August 20, 2019 Meeting were approved.
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FOURTH ORDER OF BUSINESS

Ratification of Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank to Perform the Audit for Fiscal Year 2019

Mr. Oliver discussed the audit engagement letter with Berger, Toombs, Elam, Gaines & Frank to perform the audit for Fiscal Year 2019. The cost to perform the audit is \$5,315.

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor the Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank to Perform the Audit for Fiscal Year 2019 was ratified.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2020-01, Setting a Public Hearing Date to Adopt the Revised Rules of Procedure

Mr. Walters discussed setting the public hearing to adopt the revised rules of procedure. Hopping Green & Sams prepared recommended revisions the rules of procedure based on statutory changes and other considerations.

On MOTION by Ms. Bock seconded by Mr. Taylor with all in favor Resolution 2020-01 Setting a Public Hearing Date to Adopt the Revised Rules of Procedure for February 19, 2019 at 2:00 p.m. at the Offices of GMS, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 was approved.

SIXTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

1. Consideration of Requisitions 237-242 (2017A Bond Series)

Mr. Brecht presented a revised requisition summary including requisition numbers 237 through 242. The total of requisitions is \$31,677.54.

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor Requisition Nos. 237 through 242 were approved.

2. Ratification of Work Authorization No. 39 (Proposal Documents and RFP Process for Trailmark Phase 6 and Trailmark East Parcel Phase 1)

Mr. Brecht presented Work Authorization No. 39 to prepare the proposal documents and the RFP process for Trailmark Phase 6 and Trailmark East Parcel Phase 1. This is work done by England-Thims & Miller

On MOTION by Mr. Taylor seconded by Mr. Veazey with all in favor

3. Ratification of Proposal for Trailmark East Parcel Surveying and Mapping Services

Mr. Brecht presented the proposal from Clary to provide tree survey services within the east parcel. The proposal is in the amount of \$32,500.

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor the Proposal from Clary for Trailmark East Parcel Surveying and Mapping Services was ratified.

4. Ratification of Proposal for Trailmark Cultural Resource Survey

Mr. Brecht presented the proposal from Environmental Services, Inc. for the cultural resource survey within the east parcel.

On MOTION by Mr. Taylor seconded by Mr. Veazey with all in favor the Proposal from Environmental Services, Inc. for Trailmark Cultural Resource Survey was ratified.

Mr. Brecht handed out Work Authorization No. 37 for preparation of the construction documents for phase 9. This consists of 189 lots with 43 foot and 63 foot lots on the south end of Trailmark.

On MOTION by Mr. Taylor seconded by Mr. Veazey with all in favor Work Authorization No. 37 was approved.

3. FY 2020 – No. 1

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor Funding Request Nos. FY2019-17, FY2019-18 & FY2020-1 were ratified.

TENTH ORDER OF BUSINESS

Next Scheduled Meeting – Wednesday, December 18, 2019 @ 2:00 p.m. at the Offices of GMS, LLC

Mr. Oliver stated the next scheduled meeting is Wednesday, December 18, 2019 at 2:00 p.m. at the Offices of GMS, LLC

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Bock seconded by Mr. Taylor with all in favor the Meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES AND INSTRUCTING THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS TO BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS

WHEREAS, the Six Mile Creek Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within St. Johns County, Florida; and

WHEREAS, the Board of Supervisors of the Six Mile Creek Community Development District (hereinafter the "Board") seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes and to instruct the St. Johns County Supervisor of Elections (the "Supervisor") to conduct the District's General Elections.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The Board is currently made up of the following individuals: Mike Taylor, Grady Miars, Blake Weatherly, Rose Bock and Mike Veazey.

Section 2. The term of office for each member of the Board is as follows:

<u>Supervisor</u>	<u>Term (Including Expiration Date)</u>
Blake Weatherly	11/2020
Rose Bock	11/2020
Mike Veazey	11/2020
Mike Taylor	11/2022
Grady Miars	11/2022

Section 3. Seat 3, currently held by Rose Bock, and Seat 5, currently held by Mike Veazey, are scheduled for the General Election in November 2020.

Section 4. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

Section 5. The term of office for the individuals to be elected to the Board in the November 2020, General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor to conduct the District's General Elections. The District understands that it will be responsible to pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

PASSED AND ADOPTED THIS 18TH DAY OF DECEMBER, 2020.

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

FIFTH ORDER OF BUSINESS

A.

fmsbonds
Municipal Bond Specialists

December 6, 2019

Six Mile Creek Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite # 114
World Golf Village
St. Augustine, Florida 32092
Attention: Mr. Jim Oliver

Re: Six Mile Creek CDD, Series 2020 Bonds

Dear Mr. Oliver:

We are writing to provide you, as Six Mile Creek Community Development District the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹ (the "Notice").

The Issuer has engaged FMSbonds, Inc. ("FMS") to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. We may also have provided such advice as part of the process of seeking to be selected to serve as your underwriter. Any such advice was provided by FMS as an underwriter and not as your financial advisor in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. As such, the underwriter has financial and other interests that differ from those of the Issuer.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters of Municipal Securities (effective August 2, 2012).

- Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- As underwriter, we will review the disclosure document for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.²

The underwriter will be compensated by a fee and/or an fee that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMS is acting independently in seeking to act as an underwriter in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

The MSRB requires that we seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above within five (5) business days of the date of this letter. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds, and we appreciate the opportunity to assist with your financing need. Thank you.

Sincerely,



Jon Kessler,
FMSbonds, Inc.

Acknowledgement:

Six Mile Creek Community Development District

By: _____

SIXTH ORDER OF BUSINESS

HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this 25 day of October, 2019, by and among:

United Parcel Service, an Ohio corporation, whose mailing address is 2855 Industry Center Road, St. Augustine, Florida (“UPS”); and

Six Mile Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida, whose mailing address is 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (“District”).

Recitals

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

Whereas, the District retains ownership of certain property within the District (the “POD Location”); and

Whereas, UPS desires to park a 16’x8’x8’ POD storage unit in the POD Location and use the District’s roads for the purpose of storing and delivering packages to residents within the District (the “POD”); and

Whereas, UPS also desires to use golf carts and small trailer(s) in order to deliver the packages; and

Whereas, the District has agreed to allow the use of the POD Location by UPS only if UPS agrees to indemnify and hold the District harmless from damages and expenses that may be incurred as a direct or indirect result of such use of the POD Location; and

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and UPS agree as follows:

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

Section 2. POD Location and District Road Utilization. UPS may place its POD and utilize golf carts in and around the POD Location and on District roads during the time period of October 15, 2019 through January 12, 2020 under the terms and conditions contained herein. The cost of repair or replacement of any damage to any of the District’s property as a direct or indirect result of UPS’s use of the POD Location and the District’s roads shall be paid by UPS.

Section 3. Indemnification.

- A. UPS agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by UPS, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires UPS to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and UPS as jointly liable parties; however, UPS shall indemnify the District for any and all percentage of fault attributable to UPS for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. UPS further 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.

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

Section 4. Sovereign Immunity. The District and UPS agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitation on liability contained in Section 768.28 Florida Statutes.

Section 5. Insurance.

- A. UPS 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 UPS's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (I) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by UPS of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as an additional insured. UPS shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

Section 6. Severability. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

Section 7. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 8. Amendments to Agreement. Both the District, and UPS, acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Both the District, and UPS, acknowledge that any amendment to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the District and UPS.

Section 9. Compliance with Public Records Laws. UPS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, UPS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. UPS acknowledges that the designated public records custodian for the District is its District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, UPS 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 UPS 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 UPS' 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 UPS, UPS 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 UPS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO UPS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, JOLIVER@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

Section 10. Termination. The District may terminate this Agreement immediately with cause by providing written notice of termination to UPS. The District shall provide thirty (30) days written notice of termination without cause.

In witness whereof, the District and UPS have caused these presents to be executed on the day and year first written above.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

Executed in the presence of:

**Six Mile Creek Community
Development District**

Sarah Sweeting
Print Name: Sarah Sweeting

J. Solow, Secretary
Chairperson, Board of Supervisors

Lynzi Chambers
Print Name: Lynzi Chambers

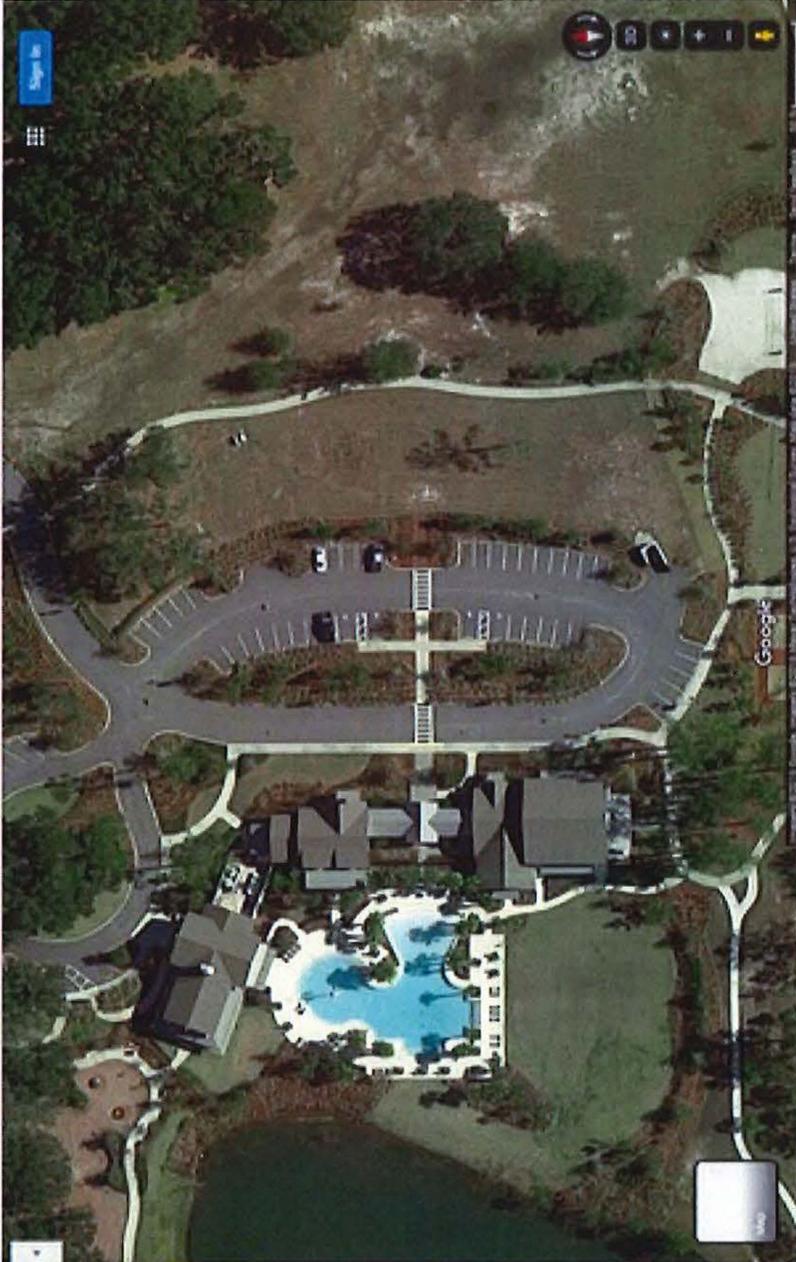
United Parcel Service, Inc.

Print Name: _____

By: _____
Print Name: _____
Its: _____

Print Name: _____

Attest: _____
Print Name: _____
Title: _____



Trailmark Dr

Florida 32092

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Photos

EIGHTH ORDER OF BUSINESS



Streetlight- Summary Component Detail Report

Source : Data Warehouse	Report Contains Data Processed on: 9/16/2019
Bill Account Number:6236350267	BA Status : Active
Premise Number: 561938358	Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
Address: 000 PACETTI RD	City: SAINT AUGUSTINE
State: FL	Zip: 32092

Key Facility Number	Status	AMS Component Num	Component Status	Grid Number	GPS X Position	GPS Y Position	Orientation	Light Address	Type	Manufacturer	Style	Watts	Lumens	Color Temperature	
175833706-HPS0100001	Active	237258702		2	34656839402	0	0	NA	161 RED TWIG WAY	LED	AEL	American Revolution	39	3292	3,000K
043361706-HPS0100001	Active	197707702		2	34656849807	0	0	NA	142 RED TWIG WAY	LED	AEL	American Revolution	39	3292	3,000K
055079506-HPS0100001	Active	915727702		2	34656858709	0	0	NA	66 RED TWIG WAY	LED	AEL	American Revolution	39	3292	3,000K
069949207-HPS0100001	Active	232967702		2	34656869506	0	0	NA	164 BACK CREEK DR	LED	AEL	American Revolution	39	3292	3,000K
92397606-HPS0100001	Active	807712802		2	34656878408	0	0	NA	41 RED TWIG WAY	LED	AEL	American Revolution	39	3292	3,000K
539598606-HPS0100001	Active	289410802		2	34656908005	0	0	NA	18 RED TWIG WAY	LED	AEL	American Revolution	39	3292	3,000K
414368706-HPS0100001	Active	345169702		2	34656908901	0	0	NA	59 RIVERSTONE DR	LED	AEL	American Revolution	39	3292	3,000K
828534207-HPS0100001	Active	475361802		2	34656909303	0	0	NA	26 RIVERSTONE DR	LED	AEL	American Revolution	39	3292	3,000K
903417606-HPS0100001	Active	952902802		2	34656969403	0	0	NA	0 BACK CREEK DR 3465696940	LED	AEL	American Revolution	39	3292	3,000K
308903207-HPS0100001	Active	54419702		2	34657762004	0	0	NA	0 BACK CREEK DR 3465776200	LED	AEL	American Revolution	39	3292	3,000K
154458307-HPS0100001	Active	719838702		2	34657771607	0	0	NA	436 BACK CREEK DR	LED	AEL	American Revolution	39	3292	3,000K
477835307-HPS0100001	Active	485089702		2	34657791403	0	0	NA	405 BACK CREEK DR	LED	AEL	American Revolution	39	3292	3,000K
679433323-HPS0100001	Active	402417812		2	34657812222	490306	2036343	W	512 SPLIT OAK RD	LED	AEL	American Revolution	39	3292	3,000K
752867307-HPS0100001	Active	114921802		2	34657820209	0	0	NA	300 BACK CREEK DR	LED	AEL	American Revolution	39	3292	3,000K
282496407-HPS0100001	Active	370119702		2	34657821001	0	0	NA	350 BACK CREEK DR	LED	AEL	American Revolution	39	3292	3,000K
712290407-HPS0100001	Active	896611802		2	34657830603	0	0	NA	332 BACK CREEK DR	LED	AEL	American Revolution	39	3292	3,000K
956872323-HPS0100001	Active	839567812		2	34657853514	490590	2037080	S	141 PROVIDENCE DR	LED	AEL	American Revolution	39	3292	3,000K
046882323-HPS0100001	Active	588595812		2	34657853522	490590	2037080	NA	160 PROVIDENCE DR	LED	AEL	American Revolution	39	3292	3,000K
655858407-HPS0100001	Active	765590802		2	34657861304	0	0	NA	63 BRADDOCK CT	LED	AEL	American Revolution	39	3292	3,000K
921603323-HPS0100001	Active	485357812		2	34657862921	490622	2036772	NA	91 PROVIDENCE DR	LED	AEL	American Revolution	39	3292	3,000K
960343407-HPS0100001	Active	877332802		2	34657870508	0	0	NA	58 CROSSFIELD PL	LED	AEL	American Revolution	39	3292	3,000K
502023323-HPS0100001	Active	267486812		2	34657872021	490620	2036269	NA	449 SPLIT OAK RD	LED	AEL	American Revolution	39	3292	3,000K
907781323-HPS0100001	Active	789647812		2	34657874023	490615	2037281	NA	193 PROVIDENCE DR	LED	AEL	American Revolution	39	3292	3,000K
550443323-HPS0100001	Active	411196812		2	34657882522	490677	2036500	NA	40 PROVIDENCE DR	LED	AEL	American Revolution	39	3292	3,000K
532415407-HPS0100001	Active	879900802		2	34657910704	0	0	NA	87 CROSSFIELD PL	LED	AEL	American Revolution	39	3292	3,000K
940902307-HPS0100001	Active	785322802		2	34657911301	0	0	NA	106 BRADDOCK CT	LED	AEL	American Revolution	39	3292	3,000K
799763412-HPS0100001	Active	747841802		2	34657926104	0	0	NA	184 CEDARSTONE WAY	LED	AEL	American Revolution	39	3292	3,000K
502375412-HPS0100001	Active	779200802		2	34657935707	0	0	NA	188 CEDARSTONE WAY	LED	AEL	American Revolution	39	3292	3,000K
614718104-HPS0100001	Active	734550802		2	34657946008	0	0	NA	183 CEDARSTONE WAY	LED	AEL	American Revolution	39	3292	3,000K
092124211-HPS0100001	Active	903597702		2	34657963409	0	0	NA	177 CEDARSTONE WAY	LED	AEL	American Revolution	39	3292	3,000K
657611311-HPS0100001	Active	432101802		2	34657964201	0	0	NA	203 SUNBERRY WAY	LED	AEL	American Revolution	39	3292	3,000K
761934111-HPS0100001	Active	724631802		2	34657972807	0	0	NA	213 CEDARSTONE WAY	LED	AEL	American Revolution	39	3292	3,000K
736769211-HPS0100001	Active	846911802		2	34657983400	0	0	NA	209 CEDARSTONE WAY	LED	AEL	American Revolution	39	3292	3,000K
217339111-HPS0100001	Active	894188702		2	34657985003	0	0	NA	175 CEDARSTONE WAY	LED	AEL	American Revolution	39	3292	3,000K
788464606-HPS0100001	Active	589541802		2	34756029301	0	0	NA	0 BACK CREEK DR 3475602930	LED	AEL	American Revolution	39	3292	3,000K
584403606-HPS0100001	Active	471640802		2	34756079309	0	0	NA	0 BACK CREEK DR 3475607930	LED	AEL	American Revolution	39	3292	3,000K
496529003-HPS0100001	Active	314983702		2	34756107701	0	0	NA	693 WEATHERED EDGE DR	LED	AEL	American Revolution	39	3292	3,000K
733265103-HPS0100001	Active	814955702		2	34756147606	0	0	NA	662 WEATHERED EDGE DR	LED	AEL	American Revolution	39	3292	3,000K
616307706-HPS0100001	Active	821950802		2	34756149102	0	0	NA	0 BACK CREEK DR 3475614910	LED	AEL	American Revolution	39	3292	3,000K
245349809-HPS0100001	Active	535765902		2	34756158209	0	0	NA	331 BLOOMFIELD WAY	LED	AEL	American Revolution	39	3292	3,000K
827091403-HPS0100001	Active	675126702		2	34756167305	0	0	NA	627 WEATHERED EDGE DR	LED	AEL	American Revolution	39	3292	3,000K
755541909-HPS0100001	Active	314819902		2	34756188001	0	0	NA	307 BLOOMFIELD WAY	LED	AEL	American Revolution	39	3292	3,000K
220110909-HPS0100001	Active	524535902		2	34756188604	0	0	NA	370 BLOOMFIELD WAY	LED	AEL	American Revolution	39	3292	3,000K
540398303-HPS0100001	Active	563314702		2	34756197107	0	0	NA	596 WEATHERED EDGE DR	LED	AEL	American Revolution	39	3292	3,000K
672478909-HPS0100001	Active	769458902		2	34756199207	0	0	NA	63 FERNDAL WAY	LED	AEL	American Revolution	39	3292	3,000K
164546809-HPS0100001	Active	453405902		2	34756209504	0	0	NA	81 FERNDAL WAY	LED	AEL	American Revolution	39	3292	3,000K
06923103-HPS0100001	Active	523090702		2	34756216802	0	0	NA	559 WEATHERED EDGE DR	LED	AEL	American Revolution	39	3292	3,000K
121525909-HPS0100001	Active	91064902		2	34756217809	0	0	NA	284 BLOOMFIELD WAY	LED	AEL	American Revolution	39	3292	3,000K
624134809-HPS0100001	Active	653828902		2	34756229700	0	0	NA	108 FERNDAL WAY	LED	AEL	American Revolution	39	3292	3,000K
599166909-HPS0100001	Active	429418902		2	34756238407	0	0	NA	81 CLOVERLY PT	LED	AEL	American Revolution	39	3292	3,000K
487408909-HPS0100001	Active	853537902		2	34756247601	0	0	NA	229 BLOOMFIELD WAY	LED	AEL	American Revolution	39	3292	3,000K



Streetlight- Summary Component Detail Report

Table with columns: ID, Status, Address, Quantity, Meter ID, Meter Status, Meter Type, Meter Location, Meter Type, Meter Brand, Meter Model, Meter Voltage, Meter Amps, Meter Watts, Meter Cost, Meter Notes. Contains 100 rows of streetlight component details.



Streetlight- Summary Component Detail Report

Table with columns for ID, Status, Address, and various technical specifications. Rows include details for streetlights like '106 CLARYS RUN', '124 WEATHERED EDGE DR', etc.

Customer Name (Print):
Customer Signature:
Date:



FPL Account Number: 6236350267

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT (hereinafter called the Customer), requests on this 21st day of November, 2019, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Street Lights, located in St. Augustine, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass				
Decorative Concrete				
Decorative Fiberglass				

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A ⁽¹⁾		
Not Under Pavement				

(1) All new conductor installed is in conduit and billed as Not Under Pavement

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of **\$0.00** prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy

or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

By: _____
(Signature)

(Print or type name)

Chris Venoy
(Print or type name)

Title: _____

Title: FPL LT-1 Representative



LED Lighting Plan

Six Mile Creek CDD

Going Green

This plan reduces power consumption by:
and that eliminates:
or removing:

48,720 kWh / year
34 metric tons of CO₂ every year¹
7 cars from the road²

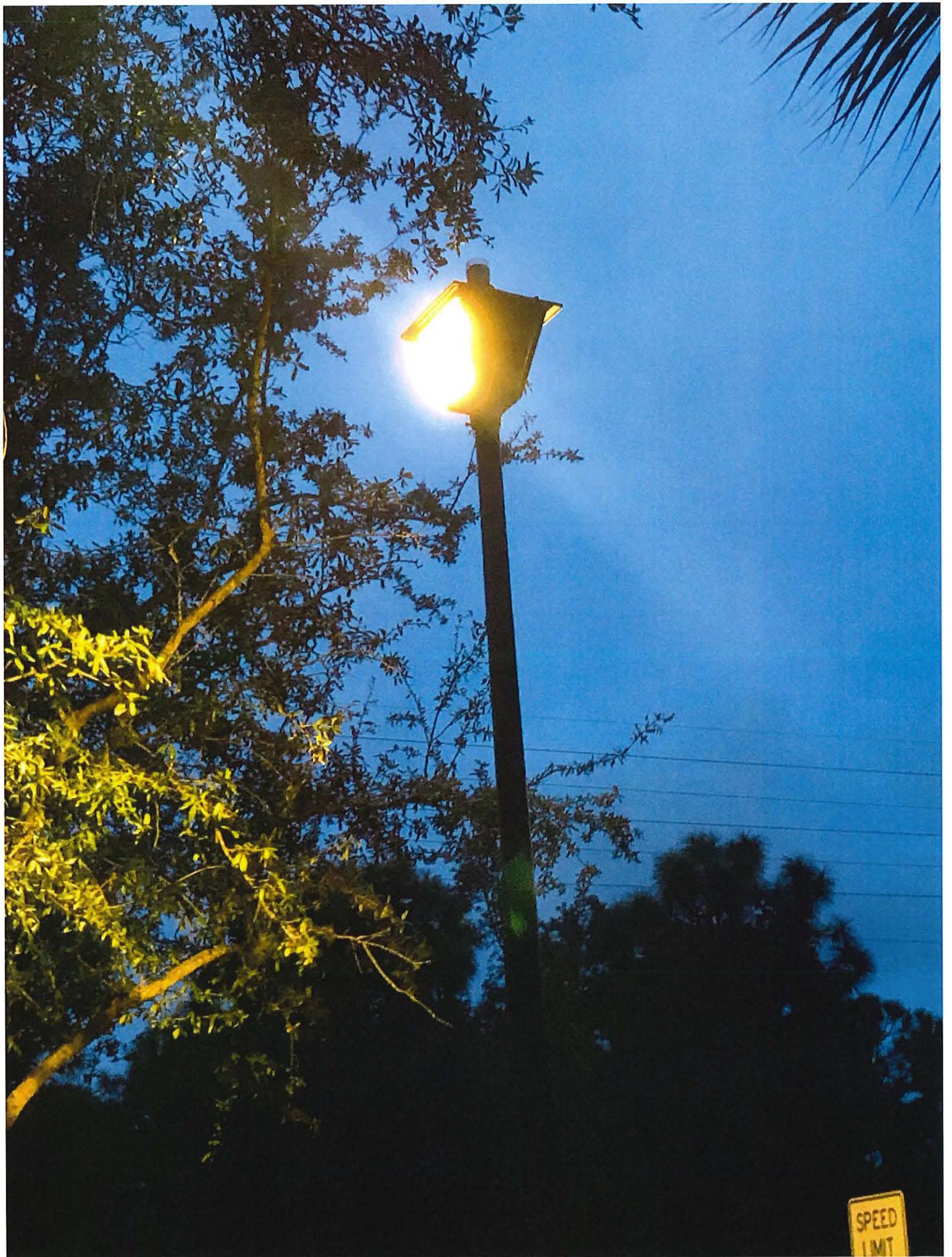
¹ eGRID, U.S. annual non-peakload CO₂ output emission rate, year 2012 data
² US Environmental Protection Agency

TOTAL	145		\$ 1,270.04	\$ 1,185.77	\$ 1,305.78	\$ -
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Installation Details		Existing	Option 1	Option 2	Option 3
1	select fixture:	SL1 - HPS0100	American Rev 39 Watt 3000K	American Rev 74 Watt 3000K	
	fixture / pole:	1	1	1	1
	select pole:				
	Fixture*	\$ 606.10	\$ 801.85	\$ 801.85	
	Pole				
Quantity:	145				
FPL Conversion:	Yes	Maintenance \$ 287.10	\$ 263.90	\$ 263.90	
Full/Hybrid:	Full	Energy** \$ 376.84	\$ 120.02	\$ 240.03	
		Total \$ 1,270.04	\$ 1,185.77	\$ 1,305.78	

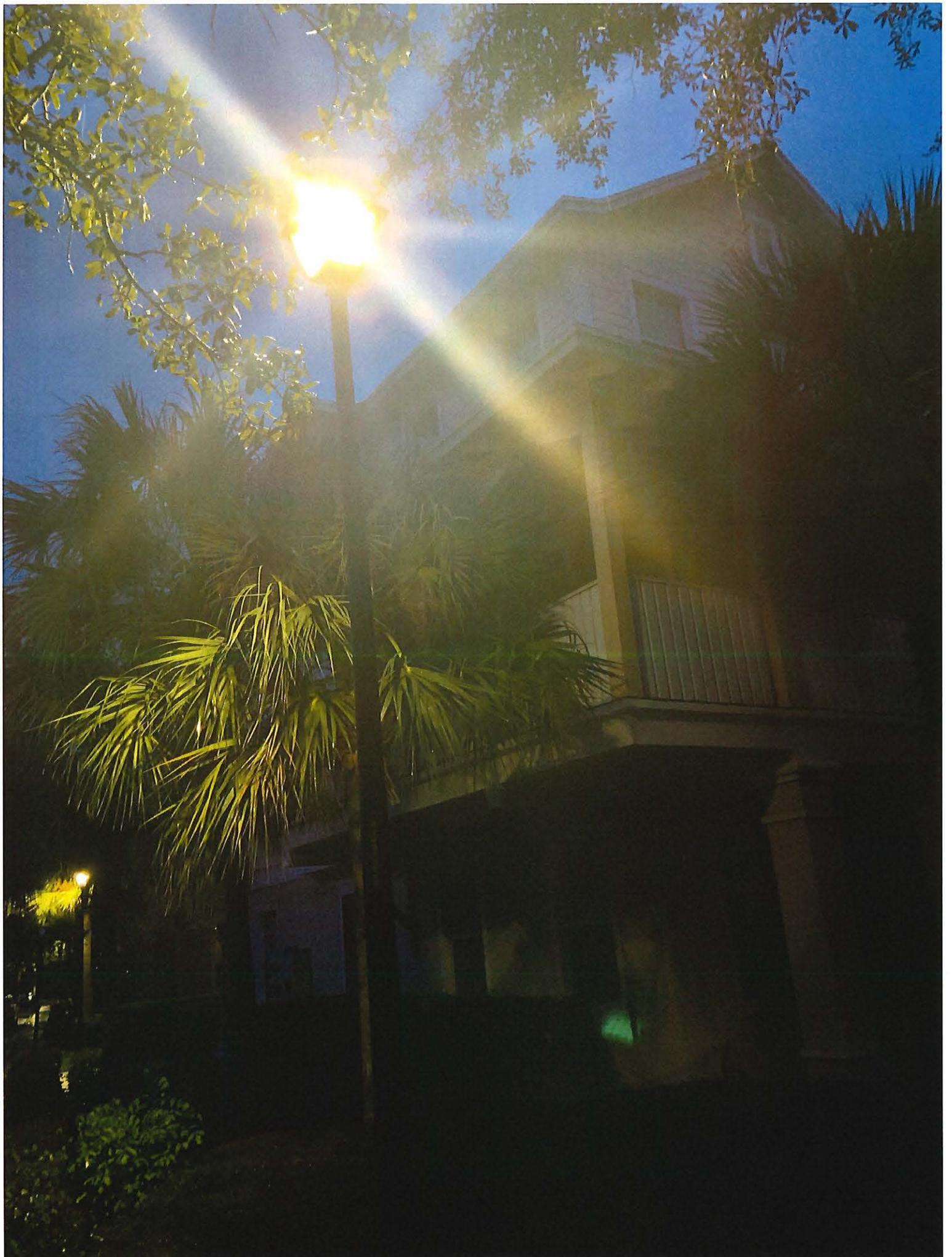
* Includes fixture fee and \$.99 monthly conversion fee

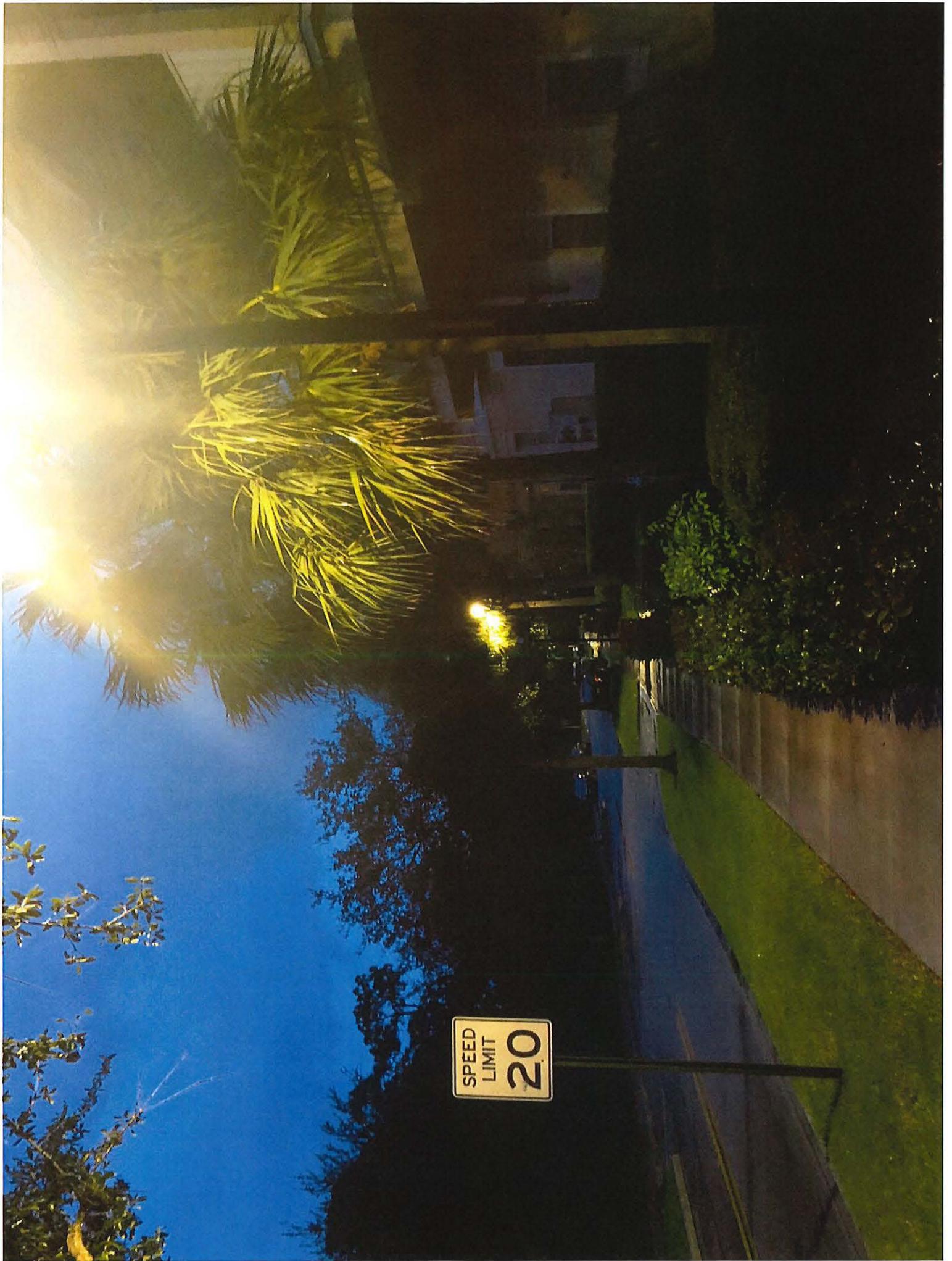
** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges
*** This maintenance amount is an estimate based on typical lamp failure rates and replacement costs averaged per month over the life of the fixture
**** FPL charges a one-time fixture removal fee of \$50 per fixture. The customer has the option of removing the existing fixture themselves, but must notify FPL beforehand for proper billing
Sales tax and franchise fees not included (Hybrid only)





SPEED
LIMIT
20





SPEED
LIMIT
20

NINTH ORDER OF BUSINESS

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
St. Johns County, Florida

The Six Mile Creek Community Development District (“**District**”), pursuant to Section 287.055, *Florida Statutes* (the Consultant’s Competitive Negotiation Act (“**CCNA**”)), seeks qualification statements from architectural firms or individuals (“**Applicant(s)**”) for professional architectural services in connection with its East Parcel Phase 1 Project, including but not limited to site planning, landscape architectural professional design services, and construction of an amenity facility and related improvements within the District’s boundary. Such improvements may include, but are not limited to, hardscape, landscape and amenity club design with construction documents (the “**Improvements**”). The District reserves the right to select multiple architectural firms to perform services related to the Improvements.

Any Applicant desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience for any community development districts, past experience with St. Johns County and past experience performing the type of work desired by the District; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, as needed, design services, construction services, and landscape architecture tasks.

The District will review all Applicants and will comply with Florida law, including the CCNA. All applicants interested must submit five (5) copies and one (1) electronic PDF copy on compact disc or USB flash drive of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on _____, 2019 to the attention of James Oliver, District Manager, Six Mile Creek Community Development District, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, joliver@gmsnf.com (“**District Manager’s Office**”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the highest ranked Applicant(s) will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. 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 Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of One Thousand Dollars (\$1,000.00).

James Oliver
District Manager

Publish on _____, 2019
(must be published at least 14 days prior to submittal deadline)

**SIX MILE CREEK
COMMUNITY DEVELOPMENT DISTRICT**

PROPOSALS FOR ARCHITECTURAL SERVICES

COMPETITIVE SELECTION CRITERIA

- 1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.
- 3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.
- 5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.
- 7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

TWELFTH ORDER OF BUSINESS

B.

Six Mile Creek Community Development District

December 18, 2019

1. Ratification of Requisition No. 246 (2017A Bonds)
2. Consideration of Requisition Nos. 247-252 (2017A Bonds)
3. Consideration of Work Authorization No. 40 (2019/2020 General Consulting Engineering Services)
4. Ratification of proposal for Trailmark Phase 2A Fire Hydrant Relocation

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
2017 A/B Bond Series
REQUISITION SUMMARY**

Wednesday, December 18, 2019

<u>Date of Requisition</u>	<u>Req #</u>	<u>Payee</u>	<u>Reference</u>	<u>INVOICE AMOUNT</u>
2017A & 2017B Bond Series to be Ratified				
12/2/2019	246	North Florida Landscape Co.	Landscape Services- Phase 5A- Invoice 21795 (Final Billing)	\$ 5,938.79
TOTAL REQUISITIONS TO BE RATIFIED				\$ 5,938.79

<u>Date of Requisition</u>	<u>Req #</u>	<u>Payee</u>	<u>Reference</u>	<u>INVOICE AMOUNT</u>
2017A & 2017B Bond Series to be Approved				
12/18/2019	247	Clary & Associates, Inc.	Trailmark East Parcel-Tree Survey - Invoice 2019-674	\$ 32,500.00
12/18/2019	248	Environmental Services, Inc.	Environmental Services-Trailmark - Invoice TC5628	\$ 2,886.00
12/18/2019	249	ETM	Trailmark Phase 6 & Trailmark East Parcel 1 Construction Services-Proposal Documents and RFP Process (WA#39) Invoice 192151	\$ 450.00
12/18/2019	250	ETM	Trailmark Phase 6 & Trailmark East Parcel 1 Construction Services-Proposal Documents and RFP Process (WA#39) Invoice 192500	\$ 11,977.60
12/18/2019	251	ETM	Phase 9 Construction Documents (WA#37) Invoice 192495	\$ 245.00
12/18/2019	252	Hopping Green & Sams	Professional Services related to Project Construction-Invoice 111514	\$ 236.50
REQUISITIONS TO BE APPROVED				\$ 48,295.10
TOTAL REQUISITIONS TO BE APPROVED December 18, 2019				\$ 54,233.89

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
WORK AUTHORIZATION NO. 40
2019/2020 GENERAL CONSULTING ENGINEERING SERVICES**

Scope of Work

England, Thims & Miller, Inc. shall provide general consulting engineering services for the Six Mile Creek Community Development District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

1. Attending Meetings
2. Preparation of Engineering Reports and Studies
3. Preparation of Cost Estimates and Budgets
4. Technical Support for Community Development District Staff
5. Development and Analysis of District Projects
5. Operation and Maintenance Inspections
7. Prepare Presentation Documents for District Meetings

The outlined services shall be performed on a time and material basis at the currently approved rate and expense schedule. The estimated fee shall not be exceeded without further authorization. This estimated fee is not a guaranteed maximum cost.

ESTIMATED FEE \$16,000.00

Basis of Estimated Fee (12 Months)

Principal – CEO/CSO/President.....	\$265.00/Hr.
Principal – Vice President	\$245.00/Hr.
Senior Engineer.....	\$195.00/Hr.
Engineer.....	\$154.00/Hr.
Project Manager.....	\$180.00/Hr.
Assistant Project Manager	\$146.00/Hr.
Senior Planner	\$180.00/Hr.
Planner	\$148.00/Hr.
CEI Senior Engineer	\$215.00/Hr.
Senior Inspector	\$148.00/Hr.
Inspector	\$120.00/Hr.
Senior Landscape Architect.....	\$166.00/Hr.
Landscape Architect.....	\$148.00/Hr.
Senior Graphics Technician.....	\$148.00/Hr.
GIS Programmer	\$158.00/Hr.
GIS Analyst	\$132.00/Hr.
Senior Engineering Designer / Senior LA Designer	\$148.00/Hr.
Engineering/Landscape Designer	\$128.00/Hr.
CADD/GIS Technician	\$120.00/Hr.
Administrative Support	\$82.00/Hr.
Accountant	\$100.00/Hr.

Cost such as subconsultants, printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs plus 15%.

Time of Performance

Services rendered will commence upon District approval and will be completed on or before September 30, 2020.

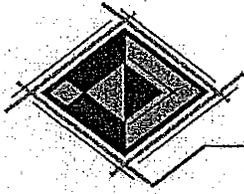
Approval

Submitted by: _____
England, Thims & Miller, Inc.

Date: _____

Approved by: _____
Six Mile Creek Community Development District

Date: _____



BESCH & SMITH CIVIL GROUP INC.

Project: Trailmark Phase 2A Fire Hyd. Relocation

We are pleased to provide this proposal on the above referenced project. Besch and Smith Civil Group, Inc. will furnish all necessary labor, equipment and materials for all of the work items shown. This is a Lump Sum proposal for all work shown.

Total Base Bid.....\$3,382.40

Conditions and Exclusions to Bid:

- All permits and fees are excluded.
- Includes Testing.
- Excludes survey as-built.
- Excludes providing temporary utilities.
- Excludes installation and or repair of landscape and irrigation..

The above is based upon construction of all items described therein. An additional proposal for any portion(s) of the above work will be provided upon request. Proposal remains valid for 30 calendar days from proposal date.

We appreciate the opportunity to submit this proposal. If you have any questions, please let me know.

Sincerely,

DJ Head
Estimator

D.

1.



EVERGREEN
LIFESTYLES MANAGEMENT

SIX MILE CREEK CDD

December 2019 - Manager's Report

Derek Gilbert

**Six Mile Creek CDD Facility Manager
Evergreen Lifestyles Management**

DISTRIBUTION LIST

Six Mile Creek CDD	Board of Directors	Via E-mail
Jim Oliver	District Manager	Via E-mail
Wes Haber	District Attorney	Via E-mail
Scott Wild	District Engineer	Via E-mail

ADMINISTRATION

*CDD Violations: Landscaping upkeep. Parking regularly on the street.

<u>Additional Access Cards Given Out This Month:</u>	0
<u>Replacement Access Cards Given Out This Month:</u>	0
<u>Replacement Mailbox Keys Given Out This Month:</u>	0
<u>Camp House Rentals Approved this Month:</u>	0

ADMINISTRATIVE PROJECT UPDATES:

Staff continues to add new residents to community website, e-mail list, and access control software.

Staff continues to provide new owners with mailbox keys and community welcome packets.

PROPOSALS

- Amenity Center Termite Bond & Treatment - Bug Out, Florida Pest Control, McCall

MAINTENANCE PROJECTS COMPLETED

- Pressure washing of amenity center buildings, pickle ball court, Topiary pocket park sidewalks & curbs, selected areas of Trailmark Drive entrance
- Security camera repairs for cameras 1, 3 and 9
- End Cap waterproofing for security cameras
- Cable box repairs for fitness equipment
- Channel 10 modulator replacement for cable box; monitoring screen replacement; USB device to remove sleep mode on all cable boxes
- Kayak/canoe relocation and security for vessels at kayak park
- Gravel installation at kayak park rack
- Lat/Pull Up bar station repair

MAINTENANCE PROJECTS IN PROCESS OF BEING COMPLETED

- Installation of additional banner flags and mounts at TrailMark entrance
- Painting fitness center walls and small drywall repair
- Boxing mount repair

SCHEDULED EVENTS

- December 21st - Holiday Fest
- Month of December- Light Contest
- Month of January - Chili Cook Off & Cornhole Tournament
- Month of January - CPR Class
- February 1st - 3rd Annual Conquer the Trails 5K

2.



1-877-BUG-U-OUT
 info@bugoutservice.com
 www.BugOutService.com

- 136 North One Dr. St. Augustine, FL 32095
- 463509 E. State Rd. 200 Yulee, FL 32097
- 530 N. 3rd St. Jacksonville Beach, FL 32250
- 5951 Arlington Expy. Jacksonville, FL 32211
- 6972 Blanding Blvd. Jacksonville, FL 32244
- 7710 Juniper Rd. Ocala, FL 34480

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND DOES PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY WOOD DESTROYING ORGANISMS.

Lead Source: _____

SUBTERRANEAN TERMITE BAITING SYSTEM REPAIR AND RETREATMENT AGREEMENT

SERVICE INFORMATION

#76657

Name: First TRAILMARK AMENITIES CENTER Last MI
 Address 805 TRAILMARK DR
 City SAINT AUGUSTINE, FL 32092 State FL Zip 32092
 Mobile # 904 955 0548 Home/Work # _____

BILLING INFORMATION

Name: First SIX MILES CREEK PDD/TRAILMARK A.C. Last MI
 Address 10401 DEERWOOD PARK BLVD ST 2130
 City JACKSONVILLE, FL 32256 State FL Zip 32256
 Mobile # 904 305 9214 Home/Work # _____

Email Address _____ DOB _____

Email Address _____

DETAILS OF TREATMENT

Date of System Installation: _____
 Structure(s) to be treated include: 3 AMENITY CENTER BUILDINGS
GYM/OFFICES/CAMPHOUSE
 Location of Notice of Treatment: _____
 Linear Feet: 798
 Construction Type: Pre-Construction Post Construction
 Treatment Type: Preventative Control
 Type of Installation:
 New / Existing Customer Bait Upgrade Liquid Upgrade
 Transfer WDO / WDI New Construction NEW SUB
 Payment Type: Credit Card ACH PO Other _____

INVESTMENT FOR SOLUTION

Initial Investment \$ 850
 Monthly Recurring Investment* 11 x \$ 65 = \$ 715
 Multi Service Discount (off entire year) _____ % = \$ _____
 Initial Investment (with discount, where applicable) \$ _____
 First Year Total Investment \$ 1565
 Annual Renewal Amount* \$ 780
 *Amount includes renewal fee for the lifetime of the agreement fixed for 2 years.
 Annual Renewal Month _____

I, the Customer, authorize the Company listed to charge for my services by credit card/ACH/bank draft and understand that this payment information will be saved for future and recurring transactions on my account until I request cancellation of this authorization by calling or writing the branch location checked above.
 (initial if applicable)

This is a Subterranean Termite Baiting System Repair and Retreatment Service Agreement ("Agreement") between BUG OUT ("Company") and the above named customer ("Customer"). This Agreement only covers the Structure(s) specifically identified above ("Structure(s)") and does not cover detached garages, out buildings, fences, decks or other buildings, construction or improvements located at the Service Address, unless specified in writing on this Agreement. In consideration for the payment of all fees and any applicable tax and subject to the General Terms and Conditions provided within this Agreement, the Company will install, monitor and service the SENTRICON® COLONY ELIMINATION SYSTEM with ALWAYS ACTIVE™ TECHNOLOGY ("System") at the Service Address in accordance with Dow AgroSciences, LLC's product label requirements for the control of Eastern Subterranean Termites (Reticulitermes) and Formosan Subterranean Termites (Coptotermes Formosanus), herein collectively referred to as "Subterranean Termites," and repair any "New Damage" to the Structure(s), subject to the General Terms and Conditions in this Agreement. During the term of this Agreement, if additional stations are required or need to be refreshed or redeployed, such service will be provided at no additional charge to the Customer. The Company reserves the right; and in its sole discretion, to apply a spot treatment with a liquid termiticide of its choice in order to address any active infestation in, around or under the Structure(s). Such liquid treatments, if applied, will also be provided at no additional cost to the Customer.

AUTOMATIC RENEWAL/EARLY AGREEMENT TERMINATION PENALTY: The initial term of this Agreement is twenty four (24) months. This Agreement will renew at the end of the initial term by continuing to pay the Monthly Recurring investment amount listed above or upon full payment of the Annual Renewal Amount. Customer's failure to pay the monthly fee in accordance with this Agreement will render this Agreement voidable, at the election of the Company, but shall not relieve Customer from the obligation and requirement to provide payment for all amounts due and owing pursuant to this Agreement. If the monthly payment option is selected, due to the initial overhead expenditure by the Company in providing this economical alternative to Customer, Customer acknowledges that an early termination of this Agreement would lead to an inequitable result for Company; therefore, Customer agrees that Customer shall not cancel this Agreement during the initial twenty four (24) month term of this Agreement, unless there is a total failure of performance under this Agreement. If Customer believes that a failure of this nature has occurred, Customer shall provide Company with a written notice demanding performance. Company shall have five (5) days from the date it receives Customer's notice to provide the necessary service required under this Agreement before Customer may claim that Company failed to perform or breached this Agreement. Should Customer otherwise elect to cancel this Agreement within the initial twenty four (24) month term, Customer agrees to pay an early cancellation fee equal to the remaining balance of the First Year Total Investment. The Company may adjust the Monthly Recurring Amount or Annual Renewal Amount by providing written notice to Customer within thirty (30) days of the increase after the second year. Customer initials: _____

By signing this Agreement, Customer hereby acknowledges that Customer has read and fully understands all terms, disclaimers, limitations, conditions and exclusions contained on the front and back of this Agreement that affect the Company's obligations under its REPAIR AND RETREATMENT service. Customer specifically understands that the Company and Customer are bound only by the terms of this Agreement and not by any other representation(s) whether oral, written, or otherwise.

Accepted by: _____ Date: _____ Company Representative: _____ Date: _____

The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company. The buyer's right to cancel - you, the buyer, may cancel this transaction at anytime prior to midnight on the third business day after the date of this transaction. Cancellation notice must be in writing by midnight of the third business day.

THE REMOVAL OF THE BAIT AND BAITING SYSTEM MAY RESULT IN LACK OF TERMITE PROTECTION

Electronic Communication Acknowledgement Statement: In accordance with state regulations, pest control companies have a responsibility to provide you with a record every time a pesticide product and/or pest system is applied. This record is required to be provided to the property owner, resident or custodian of the property. This record may include post-application precautionary information. Licensed and regulated by the Georgia Department of Agriculture, 19 Martin Luther King, Jr. Drive, Atlanta, Georgia 30334 (404) 656-3641.

I understand and request that my pesticide use records be provided or made available to me electronically.

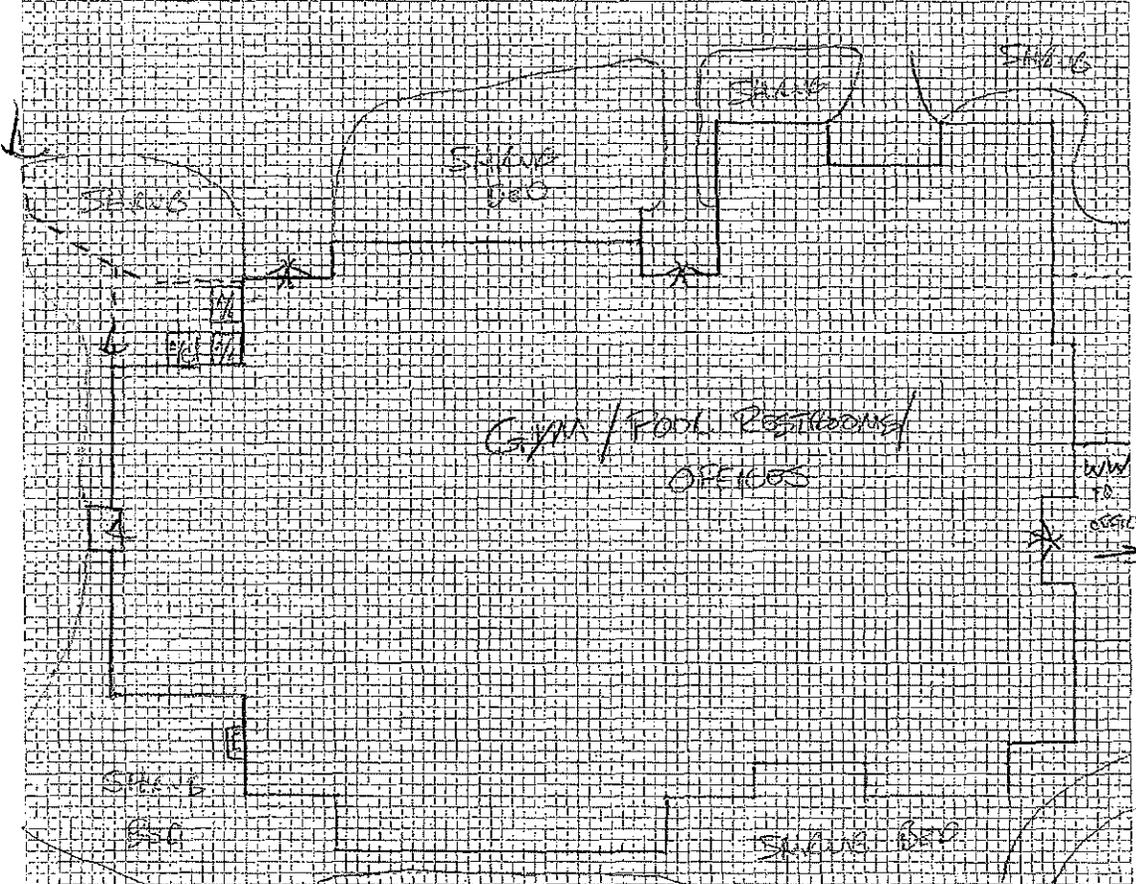
Accepted by: _____ Date: _____
 Please see the reverse side for complete Terms and Conditions.



INSPECTION DIAGRAM

info@bugoutservice.com
www.bugoutservice.com

OWNER'S NAME TRAILMARK AMENITIES CENTER PHONE _____ E-MAIL _____
 SERVICE ADDRESS 205 TRAILMARK DR CITY SAINT AUGUSTINE STATE FL ZIP 32092
 REALTOR'S NAME _____ R. E. OFFICE _____ CELL PHONE _____
 E-MAIL _____ INSPECTED BY _____ INSPECTION DATE _____



SCALE: 1:1
 CUBIC FEET: _____
 LINEAR FEET: 324
 SQUARE FEET: _____

KEY TO EVIDENCE OF:	<input type="checkbox"/> SUBTERRANEAN TERMITES = X	<input type="checkbox"/> POWDER POST BEETLES = PPB	<input type="checkbox"/> CARPENTER ANTS = CA
	<input type="checkbox"/> DRYWOOD TERMITES = K	<input type="checkbox"/> WOOD BORING BEETLES = WB	<input type="checkbox"/> CELLULOSE DEBRIS = CD
	<input type="checkbox"/> DAMPWOOD TERMITES = Z	<input type="checkbox"/> FUNGUS = F	<input type="checkbox"/> EXCESSIVE MOISTURE = EM
	<input type="checkbox"/> EXISTING DAMAGE = X	<input type="checkbox"/> WELL/CISTERN = W/C	<input type="checkbox"/> FAULTY GRADE = FG
	<input type="checkbox"/> FORMOSAN TERMITES = C	<input type="checkbox"/> POSSIBLE HIDDEN DAMAGE = PHD	<input type="checkbox"/> EARTH-WOOD CONTACTS = EC
			<input type="checkbox"/> INACCESSIBLE AREAS = IA

Circled Symbol Represents Damage From This Pest (Example X, PHD, etc.)

TYPE OF CONSTRUCTION: CRAWL SPACE BASEMENT MONOLITHIC SLAB FLOATING SLAB SUPPORTED SLAB
 TYPE OF FOUNDATION: HOLLOW BLOCK SINGLE BRICK DOUBLE BRICK STONE PIER/BEAM CONCRETE OTHER _____

- Property has:
- | | | |
|--|--|--|
| 1. Well..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 6. Plenum A/C Heat System..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 11. Wood Post or Partition Embedded in Concrete..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Cistern..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 7. Radiant Heat..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 12. Inaccessible Crawl Space..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Sump Pump..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 8. Visible Pond, Lake, Stream or Waterway .. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 13. Wood Debris in Crawl Space..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4. French Drain..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 9. Wood-Earth Contact..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 14. Inadequate Ventilation In Crawl Space..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5. A/C Heat Ducts in or Below Slab ... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 10. Siding less than 6" From Grade..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 15. Electricity Available..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE: None At Time of Inspection

Add existing agreements: Pest RL & O Other _____ Completed WDO Yes No
 Pre-Construction Post-Construction New Homeowner Previous Liquid Previous Other Bait Previous Sentricon with other company

INSPECTOR SIGNATURE: [Signature] DATE: 10/3/19

THE ABOVE GRAPH, AND THE AREAS CONTAINING VISIBLE ACTIVITY OR DAMAGE, HAVE BEEN DESCRIBED TO ME AND ARE AFFIRMED BY ME AS OWNER OR AGENT OF THE ABOVE PROPERTY. I ALSO AFFIRM THAT I UNDERSTAND THAT BUG OUT SERVICE, LLC. IS NOT LIABLE FOR HIDDEN DAMAGE WHICH IS CONCEALED, OBSTRUCTED OR INACCESSIBLE TO THE INSPECTOR.

HOMEOWNER SIGNATURE: _____ DATE: _____
 SERVICE PROFESSIONAL'S STATEMENT OF VISIBLE DAMAGE: _____

SERVICE PROFESSIONAL SIGNATURE: _____ DATE: _____

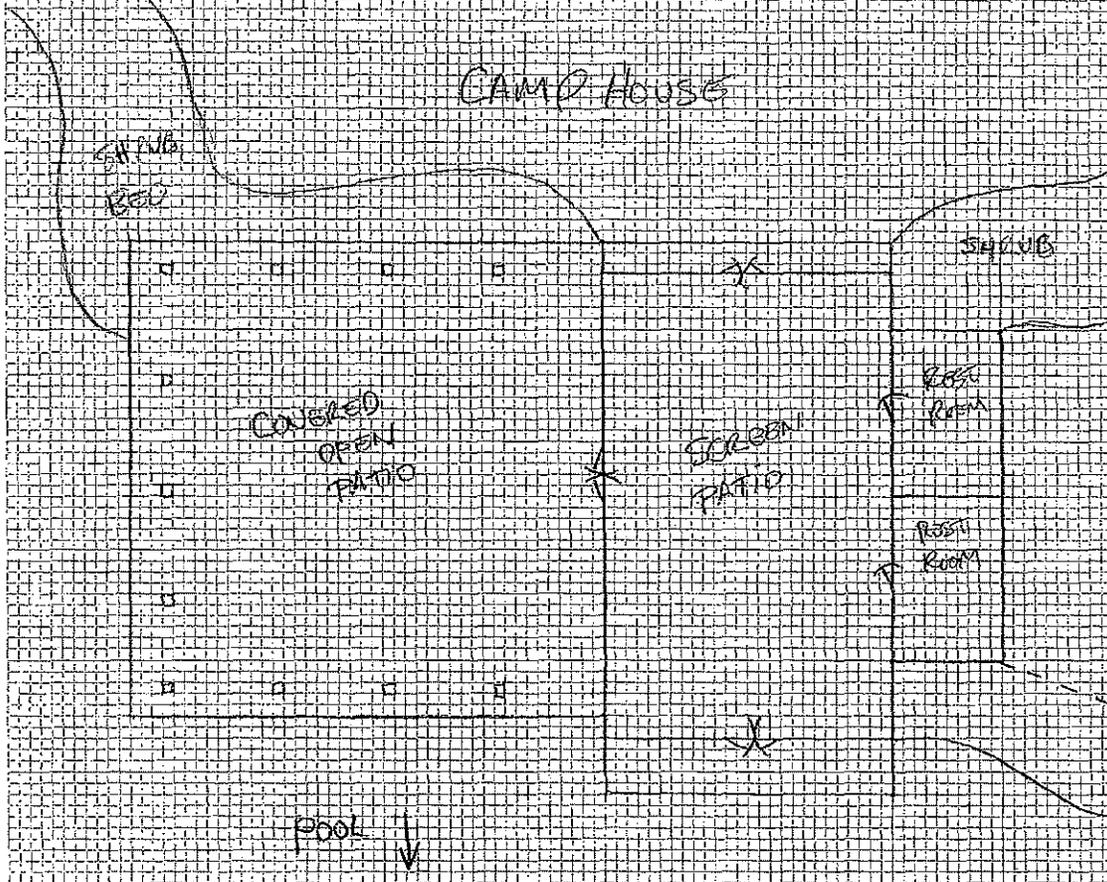
HOMEOWNER SIGNATURE ON REVISED COPY: _____ DATE: _____



INSPECTION DIAGRAM

info@bugoutservice.com
www.bugoutservice.com

OWNER'S NAME TRAILMARK AMENITIES CENTER PHONE _____ E-MAIL _____
 SERVICE ADDRESS 905 TRAILMARK DR CITY SAINT AUGUSTINE STATE FL ZIP 32092
 REALTOR'S NAME _____ R. E. OFFICE _____ CELL PHONE _____
 E-MAIL _____ INSPECTED BY _____ INSPECTION DATE _____



SCALE: 1:1
 CUBIC FEET: _____
 LINEAR FEET: 258
 SQUARE FEET: _____

KEY
 TO
 EVIDENCE
 OF:

- SUBTERRANEAN TERMITES = X
- DRYWOOD TERMITES = K
- DAMPWOOD TERMITES = Z
- EXISTING DAMAGE = @
- FORMOSAN TERMITES = C

- POWDER POST BEETLES = PPB
- WOOD BORING BEETLES = WB
- FUNGUS = F
- WELL/CISTERN = W/C
- POSSIBLE HIDDEN DAMAGE = PHD

- CARPENTER ANTS = CA
- CELLULOSE DEBRIS = CD
- EXCESSIVE MOISTURE = EM
- FAULTY GRADE = FG
- EARTH-WOOD CONTACTS = EC
- INACCESSIBLE AREAS = IA

Circled Symbol Represents Damage From This Pest (Example @, PHD, etc.)

TYPE OF CONSTRUCTION: CRAWL SPACE BASEMENT MONOLITHIC SLAB FLOATING SLAB SUPPORTED SLAB

TYPE OF FOUNDATION: HOLLOW BLOCK SINGLE BRICK DOUBLE BRICK STONE PIER/BEAM CONCRETE OTHER _____

Property has:

- | | | |
|--|--|--|
| 1. Well..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 6. Plenum A/C Heat System..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 11. Wood Post or Partition Embedded in Concrete..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Cistern..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 7. Radiant Heat..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 12. Inaccessible Crawl Space..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Sump Pump..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 8. Visible Pond, Lake, Stream or Waterway .. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 13. Wood Debris in Crawl Space..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4. French Drain..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 9. Wood-Earth Contact..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 14. Inadequate Ventilation in Crawl Space..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5. A/C Heat Ducts in or Below Slab ... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 10. Siding less than 6" From Grade..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 15. Electricity Available..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE: NONE AT TIME OF INSPECTION

Add existing agreements: Pest L & O Other _____ Completed WDO Yes No
 Pre-Construction Post-Construction New Homeowner Previous Liquid Previous Other Bait Previous Sentricon with other company

INSPECTOR SIGNATURE: [Signature] DATE: 10/3/19

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HOMEOWNER SIGNATURE: _____ DATE: _____

SERVICE PROFESSIONAL'S STATEMENT OF VISIBLE DAMAGE: _____

SERVICE PROFESSIONAL SIGNATURE: _____ DATE: _____

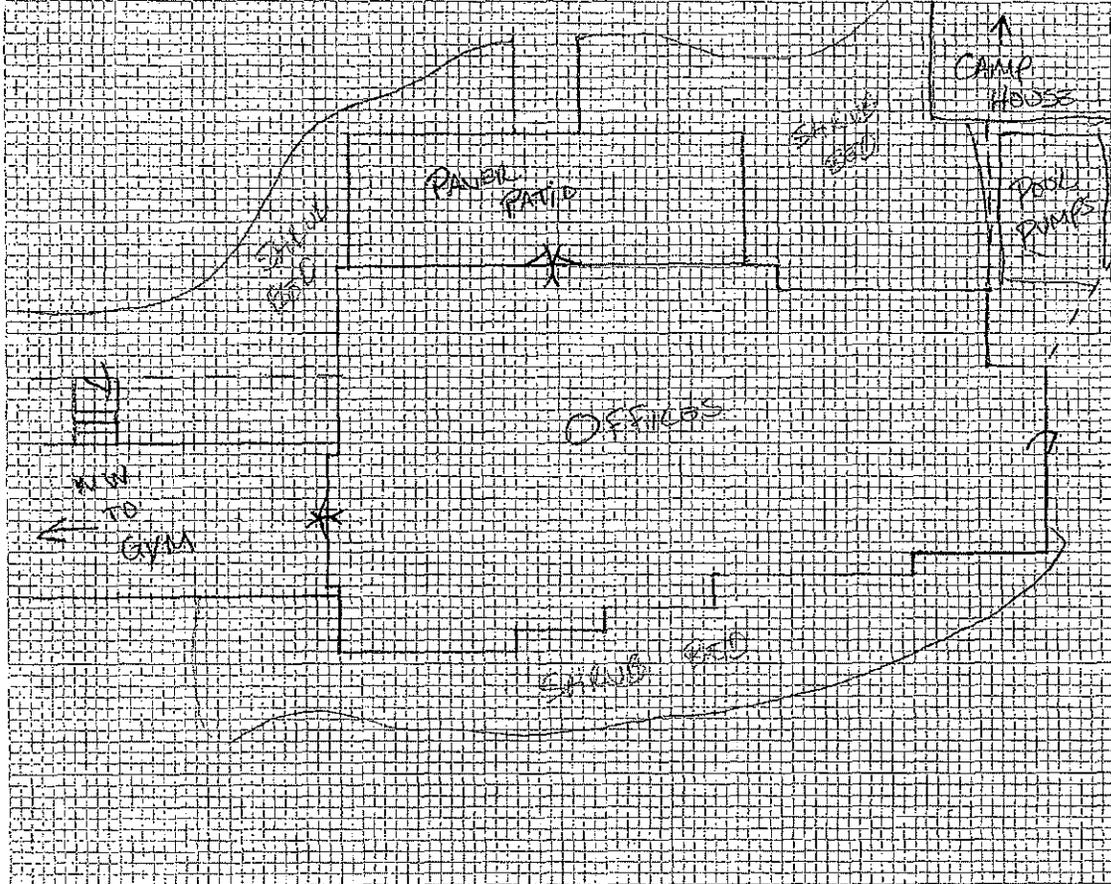
HOMEOWNER SIGNATURE ON REVISED COPY: _____ DATE: _____



INSPECTION DIAGRAM

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www.bugoutservice.com

OWNER'S NAME TRAILMARK AMENITIES CENTER PHONE _____ E-MAIL _____
 SERVICE ADDRESS 805 TRAILMARK DR CITY SAINT AUGUSTINE STATE FL ZIP 32092
 REALTOR'S NAME _____ R. E. OFFICE _____ CELL PHONE _____
 E-MAIL _____ INSPECTED BY _____ INSPECTION DATE _____



SCALE: 1:1
 CUBIC FEET: _____
 LINEAR FEET: 216
 SQUARE FEET: _____

KEY TO EVIDENCE OF:

- SUBTERRANEAN TERMITES = X
- DRYWOOD TERMITES = K
- DAMPWOOD TERMITES = Z
- EXISTING DAMAGE = @
- FORMOSAN TERMITES = C

- POWDER POST BEETLES = PPB
- WOOD BORING BEETLES = WB
- FUNGUS = F
- WELL/CISTERN = W/C
- POSSIBLE HIDDEN DAMAGE = PHD

- CARPENTER ANTS = CA
- CELLULOSE DEBRIS = CD
- EXCESSIVE MOISTURE = EM
- FAULTY GRADE = FG
- EARTH-WOOD CONTACTS = EC
- INACCESSIBLE AREAS = IA

Circled Symbol Represents Damage From This Pest (Example @, PHD, etc.)

TYPE OF CONSTRUCTION: CRAWL SPACE BASEMENT MONOLITHIC SLAB FLOATING SLAB SUPPORTED SLAB

TYPE OF FOUNDATION: HOLLOW BLOCK SINGLE BRICK DOUBLE BRICK STONE PIER/BEAM CONCRETE OTHER _____

Property has:

- | | | |
|---|--|--|
| 1. Well..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 6. Plenum A/C Heat System..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 11. Wood Post or Partition Embedded in Concrete..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Cistern..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 7. Radiant Heat..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 12. Inaccessible Crawl Space..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Sump Pump..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 8. Visible Pond, Lake, Stream or Waterway... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 13. Wood Debris in Crawl Space..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4. French Drain..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 9. Wood-Earth Contact..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 14. Inadequate Ventilation in Crawl Space... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5. A/C Heat Ducts in or Below Slab... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 10. Siding less than 6" From Grade..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 15. Electricity Available..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE: None At time of inspection

Add existing agreements: Pest L & O Other _____ Completed WDO Yes No
 Pre-Construction Post-Construction New Homeowner Previous Liquid Previous Other Bail Previous Sanction with other company

INSPECTOR SIGNATURE: [Signature] DATE: 10/13/19

THE ABOVE GRAPH, AND THE AREAS CONTAINING VISIBLE ACTIVITY OR DAMAGE, HAVE BEEN DESCRIBED TO ME AND ARE AFFIRMED BY ME AS OWNER OR AGENT OF THE ABOVE PROPERTY. I ALSO AFFIRM THAT I UNDERSTAND THAT BUG OUT SERVICE, LLC. IS NOT LIABLE FOR HIDDEN DAMAGE WHICH IS CONCEALED, OBSTRUCTED OR INACCESSIBLE TO THE INSPECTOR.

HOMEOWNER SIGNATURE: _____ DATE: _____

SERVICE PROFESSIONAL'S STATEMENT OF VISIBLE DAMAGE: _____

SERVICE PROFESSIONAL SIGNATURE: _____ DATE: _____

HOMEOWNER SIGNATURE ON REVISED COPY: _____ DATE: _____



5951 Arlington Expressway • Jacksonville, Florida 32211 • Phone (904) 743-8272

To whom it may concern:

Thank you for the opportunity to offer an estimate for termite protection at the Trailmark Amenities Center.

Our termite protection program is comprised of two very important components:

1. The Sentricon Colony Elimination System.
2. Our Million Dollar warranty.

The Sentricon system is an Always Active baiting system that never "gets tired" or needs to be re-treated or re-applied. This, in itself, will save money when other types of treatments will need a costly booster application to remain effective.

Sentricon is also noninvasive. There is no need for trenching around your buildings, ruining your shrubs and shrub beds. It can be strategically placed at regular intervals around the buildings to provide the protection you need. You can even cover them with mulch! The caps have a chip in them, allowing our service professionals to scan and find them.

Our Million Dollar Warranty covers both retreatment and repair. In the event that warrantied damage does occur, we will make repairs up to \$1 million. You can rest assured that with Bug Out, you will always be covered.

Thank you for your consideration,

John Billing

Bug Out
(904)568-7932



ARLINGTON-SOUTHSIDE

904-743-8272

MIDDLEBURG-ORANGE PARK

904-272-9734

MANDARIN

904-262-4184

ALL BEACHES

904-247-0799

NORTHSIDE-WESTSIDE

904-778-2280

FERNANDINA-YULEE

904-225-9956

ST. AUGUSTINE

904-825-4184

GEORGIA

912-882-3891

CALLAHAN-HILLIARD

904-845-3080

TOLL FREE

1-877-BUG-U-OUT

bugoutservice.com



GENERAL TERMS AND CONDITIONS

The Company and Customer agree to the following Terms and Conditions:

1. SPECIFIC EXCLUSIONS RELATED TO THE REPAIR AND RETREATMENT OPTION:

Customer agrees that this Agreement does not cover, and Company shall not be responsible or liable for, any of the following:

- Damage and/or remedial service or treatments resulting from infested wood and/or furniture introduced into Structure(s) before or after System installation or any retreatment;
- Damage caused by and/or remedial service or treatments for any species of termite other than Eastern Subterranean Termites (Reticulitermes) and Formosan Subterranean Termites for service;
- Damage and/or remedial service or treatments required for or resulting from an aerial infestation of any type of termite, to include any Subterranean Termites;
- Damage and/or remedial service or treatments required as a result of a conducive condition or construction defect identified or listed in Paragraph 5 below;
- Damage and/or remedial service or treatments to wooden decks, wood steps, wood fences, wooden walkways, or other wood structures outside the foundation perimeter of the Structure(s) covered under this Agreement;
- "Existing Damage" as defined within the terms of this Agreement;
- Personal expenses or economic damages such as lodging, meals, transportation, medical, gas, utilities, etc., or reimbursement for loss of quiet enjoyment, loss of use or diminution in value of the Structure(s); or any indirect, special, or consequential damages, including loss of anticipated or actual profits, income or business opportunities, which arose as a result of an infestation or of damage caused by Subterranean Termites or any service provided under this Agreement;
- With the exception of prevailing party fees awarded as a result of any collection action addressed in Paragraph 18 below, Attorney's fees of any kind, including those provided by any statute (including a Proposals for Settlement and Lead Star Multiplier) and any state or federal rule of procedure;
- Injury or death to any domestic pets or feral animals; and
- Damage caused by the Company to trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.

No provision within this Agreement should be construed to mean that Subterranean Termites will never reinfest the Structure(s). These specific exclusions are in addition to any and all other exclusions, disclaimers, limitations, or conditions contained within this Agreement. For the service provided under this Agreement, Customer agrees to pay the Company the amount on the reverse side of the Agreement at the documented frequency. Failure to pay by such time is cause to terminate service, constitutes default and entitles the Company to start collection proceedings. Notwithstanding any provision within this Agreement to the contrary, in the event a collection service is utilized or legal action becomes necessary to recover all unpaid balances, Customer will be responsible to pay all costs associated with said collection, including attorney's fees. Company may initiate a legal action to recover all unpaid balances notwithstanding paragraph 9 above. The Company may put a lien on customer's property for any and all unpaid amounts including fees and penalties.

2. LIMITATION ON LIABILITY:

In the event that any of the exclusions in Paragraph 1 do not apply for any reason, to include the Company's negligence or breach of this Agreement, the Company's liability for any claim whatsoever is limited to a return of the Initial Investment indicated on the front of this Agreement. This Agreement is not intended to benefit any person or entity other than the named Customer or subsequent Transferee.

3. SERVICE EXPECTATION:

The System relies on the natural foraging habit of the Subterranean Termites to achieve control or elimination of their colonies. Achievement of this end result may take time and is dependent on the size and number of colonies present, the number of conducive conditions, the treatment method used, and the number and placement of the monitoring stations deployed. Additional damage to the Structure(s) may occur because of the time required to gain control. During the term of this Agreement, the Company will keep Customer advised of any new or increased activity in the monitoring stations, the addition, removal, or redeployment of the monitoring stations. The Company reserves the right to change the brand of systemic termite control system in use at the Structure(s) at its discretion.

4. INSPECTIONS:

The Company will perform an annual visual inspection of the Structure(s) or upon Customer's request. The inspection will be of readily accessible areas only and may not include attics or crawlspaces. The Company will not open any walls, remove any floor coverings or move any furniture, equipment or other obstructions during the inspection to access or inspect any portion of the Structure(s). Customer acknowledges and accepts that this visual inspection of the readily accessible areas of the Structure(s) is a reasonable inspection for the purposes of this Agreement. Customer agrees that the Company has not inspected for and is not qualified to inspect any surfaces, air or any other portion member of the Structure(s) covered by this Agreement for the presence of molds, mold-like conditions or fungi (including, but not limited to *Stachybotrys* sp.), and that the Company has no liability for inspection of same. The inspection for, evaluation of or treatment for the presence of mold, mold-like conditions or fungi that may have an impact on Customer or occupants' health should be referred to the appropriate mold professional or certified industrial hygienist chosen by the Customer.

5. DUTY TO AVOID CONDUCTIVE CONDITIONS:

Customer agrees to cooperate with the Company during the term of this Agreement by avoiding and eliminating those conditions or factors that might contribute to a Subterranean Termite infestation or disrupt the effectiveness of the System. These conditions include, but are not to be limited to, construction defects, wood, trash, Exterior Insulation and Finish System (EIFS), stucco below grade, direct wood to soil contact, tree stumps, standing water or above ground moisture accumulations caused by any natural or man-made source. Such moisture accumulations include, but are not to be limited to, condensation, leaks from exterior walls, windows, doors, roofs, skylights, chimneys, gutters, down spouts, plumbing, plumbing fixtures, sprinkler systems, air conditioning and heating systems (including condensate drains and duct work) or inadequate ventilation. In no event is Company's responsible any additional service or damage to the Structure(s) or its contents resulting from conditions conducive to a Subterranean Termite infestation. Customer agrees to eliminate any conducive conditions identified within sixty (60) days of the Company's written notification of such conditions. Customer's failure to eliminate the conducive condition within sixty (60) days of the Company's written notification will render this Agreement void, in whole or part by the Company.

7. EXISTING DAMAGE:

Company is not responsible for the repair of any damage to Structure(s), or its contents, caused by Subterranean Termites that existed before or one hundred twenty (120) days after the "Date of System Installation" stated on the front of this Agreement, regardless whether or not such damage is noted on any attendant graph. Customer agrees that the damage disclosed on any attendant graph may not represent all the existing damage to the Structure(s).

8. NEW DAMAGE:

Company agrees to repair any new damage to Structure(s) that occurs in the Structure(s) one hundred twenty (120) days after the "Date of System Installation" stated on the front of this Agreement; additionally, the area of new damage must be caused by and contain a live infestation of Subterranean Termites. Customer must submit a written claim to the Company within fourteen (14) days of discovery and the Company must verify that the area claimed as "new damage" contains a live infestation before any repairs are performed. Should Customer make any repairs or modifications to an area claimed as "new damage" before the Company is provided with an opportunity to verify that an active infestation exists, this Agreement and all of the Company's obligations hereunder are terminated.

9. LIABILITY LIMITS/CONTROL OF REPAIR PROCESS:

Company's repair obligation under this Agreement, including all renewals, is limited to a total of One Million Dollars (\$1,000,000.00) in the aggregate. Only licensed contractors mutually approved by Customer and the Company will be allowed to repair New Damage to the Structure(s).

10. MODIFICATIONS OR ALTERATIONS TO STRUCTURE(S):

This Agreement only covers the Structure(s) specifically identified on the front page of this Agreement. The Customer shall provide notification to the Company, in writing, prior to any alteration, addition, modification or change to the Structure(s). The Company shall have the right to terminate this Agreement if Customer fails to provide written notice of any alteration, addition, modification or change to the Structure(s). Any additional service or retreatment required as the result of any alteration, addition, modification or change to the Structure(s) or disruption of the System, treatment or retreatment will be provided by the Company at Customer's expense. Customer agrees that the Company shall have the right to charge an additional fee or increase the renewal fee stated on the front page of this Agreement, or both, as a result of such alteration, addition, modification or change to the Structure(s) that occurs while this Agreement is in effect.

11. CHANGE IN LAW:

This Agreement shall be interpreted, regulated and adjudicated in accordance with applicable federal, state, and local laws and regulations in existence at the time of execution of this Agreement. Should any federal, state, or local law or regulation change regarding the Company's service(s), products or materials, the Company is authorized to take any action necessary to comply with such changes in the law. However, if the Company cannot modify its Agreement, treatments or services to comply with such change in the law, then the Company reserves the right to immediately terminate this Agreement.

12. CHEMICAL SENSITIVITY:

If Customer or an occupant of the Structure(s) knows, or believes, that he or she may be sensitive to pesticides, written notice must immediately be provided to the Company prior to any treatment or retreatment performed on the Structure(s). The Company reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide this notification represents Customer and occupants' assumption of the risk and waiver of any claims against the Company in connection with such sensitivity. Customer further agrees to indemnify, protect and hold harmless the Company from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by Customer or other occupants of the Structure(s), if Customer fails to provide the above written notice.

13. BINDING ARBITRATION:

Customer and Company agree that any and all controversies or claims between them arising out of or relating to this Agreement, or the breach thereof, shall be settled solely and exclusively by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in the county of the Service Address, using the substantive law of the state governing the issue or claim in dispute. The arbitrator shall be independent, mutually agreed upon, and to the greatest extent possible, be knowledgeable in pest control and building construction matters by education, experience, licensing and training to deal with the issues and claims presented. Neither party shall sue the other where the basis of the suit is or arises out of this Agreement, other than for (1) enforcement of this arbitration provision, (2) appointment of an arbitrator if one cannot be mutually agreed upon, or (3) enforcement of the arbitrator's decision. The Parties agree that the sole and exclusive venue of any suit shall be conducted in the county of the Service Address. All costs, expenses, and fees of arbitration and settling a controversy shall be borne equally by the parties. This arbitration provision shall survive cancellation, expiration, or termination of this Agreement.

14. TRANSFERABILITY:

This Agreement is transferable to a new owner of the Structure(s) at the Company's discretion. If the Company consents to such transfer, the Company may charge a transfer fee and adjust the annual or monthly renewal fee.

15. ENTIRE AGREEMENT AND SEVERABILITY:

This Agreement constitutes the entire agreement between the parties and no other representations or statements will be binding upon the parties. Customer further agrees that if any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

16. TERMINATION AND OWNERSHIP OF SYSTEM COMPONENTS:

The Company's responsibilities, duties, obligations, and any liabilities under this Agreement shall be terminated if the Company is prevented or delayed from fulfilling any of its duties, obligations or responsibilities under the terms of this Agreement by reasons or circumstances beyond its control or by the Customer's interference or refusal to provide the Company with access to the Service Address or Structure(s). All components of the System are and remain the property of the Company of Dow AgroSciences, LLC. Upon termination of this Agreement for any reason, Customer grants the Company permission to enter the Service Address and Structure(s) to recover the System Components.

17. PAYMENT TERMS, LATE PAYMENT(S), NON-PAYMENT:

For the service provided under this Agreement, Customer agrees to pay the Company the amount on the reverse side of the Agreement at the documented frequency. Failure to pay by such time is cause to terminate service, constitutes default and entitles the Company to start collection proceedings. Notwithstanding any provision within this Agreement to the contrary, in the event a collection service is utilized or legal action becomes necessary to recover all unpaid balances, Customer will be responsible to pay all costs associated with said collection, including attorney's fees. Company may initiate a legal action to recover all unpaid balances notwithstanding paragraph 13 above. The Company may put a lien on customer's property for any and all unpaid amounts including fees and penalties.



Customer's Name Six Mile Creek CDD Date 10-2-17
 Address 805 Trailmark Dr. City St. Augustine

This report is not to be used for real estate transactions.

www.flapest.com

Inspection Results	Live	Evidence	Damage
Subterranean Termites	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drywood Termites	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Powder Post Beetles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fungi (Wood Rot)			<input type="checkbox"/>
Other <u>No Evidence</u>			
Wood Debris			
Plumbing or Roof Leaks			

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION. THIS IS NOT A STRUCTURAL DAMAGE REPORT. THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE PRESENCE OR ABSENCE OF WOOD DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE.

	Initial Cost	Annual Renewal	Comments:
<input type="checkbox"/> Subterranean Termite Damage Repair	\$ <u>2460.⁰⁰</u>	\$ <u>570.⁰⁰</u>	
<input type="checkbox"/> Subterranean Termite Retreat Only	\$ _____	\$ _____	
<input type="checkbox"/> Tent Fumigation Retreat Only	\$ _____	\$ _____	
<input type="checkbox"/> Drywood Termite Retreat Only	\$ _____	\$ _____	
<input type="checkbox"/> Drywood Termite Damage Repair	\$ _____	\$ _____	
<input type="checkbox"/> No Inspection Renewal for _____ Year(s)		\$ _____	
<input type="checkbox"/> Other _____	\$ _____	\$ _____	

Tax \$ _____ Termite Total \$ 2460.⁰⁰

<input type="checkbox"/> Ants	<input type="checkbox"/> Roaches	<input type="checkbox"/> Silverfish	<input type="checkbox"/> Fleas	<input type="checkbox"/> Ticks	<input type="checkbox"/> Stored Product Pests
<input type="checkbox"/> Spiders	<input type="checkbox"/> Earwigs	<input type="checkbox"/> Bedbugs	<input type="checkbox"/> Bees/Wasps	<input type="checkbox"/> Rodents	<input type="checkbox"/> Other

	Annual Fee Less Discount	Comments:
<input type="checkbox"/> Initial Service	\$ _____	
<input type="checkbox"/> Quarterly Pest Control	\$ _____	
<input type="checkbox"/> Monthly Pest Control	\$ _____	
<input type="checkbox"/> Select Three	\$ _____	
<input type="checkbox"/> Value Plus 2	\$ _____	
<input type="checkbox"/> One Time Pest Control	\$ _____	
<input type="checkbox"/> Rodent Control/Exclusion	\$ _____	
<input type="checkbox"/> Smart Choice 4 for 3	\$ _____	
<input type="checkbox"/> Other _____	\$ _____	

Quarterly and Monthly pest control services will remain in effect after the initial 12-scheduled treatments for monthly service and 4 scheduled treatments for quarterly service unless terminated by either party by written 30 day notice in advance of the termination. Any past due balance to bear interest at the rate of one and one-half percent (1-1/2%) per month, which is a finance charge, with an annual percentage rate of 18% on the unpaid balance.

Tax \$ _____ Pest Control Total \$ _____

Termite and Pest Control Total \$ 2460.⁰⁰

Payment Options		
Please print name exactly as it appears on card		
<input type="checkbox"/> Cash	<input type="checkbox"/> Check	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Card Number		Expiration Date

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by Owner or Agent _____ Date _____ Rachel Ewa
 Florida Pest Control

This proposal may be withdrawn by FPC if not accepted within 30 days.
 Office Copy

Derek Gilbert

From: Rachel Evans <r.evans@flapest.com>
Sent: Wednesday, October 2, 2019 3:47 PM
To: Derek Gilbert
Subject: Florida Pest Control
Attachments: SStAugustin19100215400.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Please see the attached proposal for 805 Trailmark Dr. (Six mile Creek)

This Subterranean Termite bond also covers Formosan Subterranean Termites with a damage repair up to two hundred fifty thousand dollars.

Treatment cost \$2460.00 with a renewal of \$570.00

The original treatment was \$3,080.00 and because we do the general pest control for the property we discounted the price above for a difference of \$620.00

We will apply three hundred gallons of Termidor WG around the structure of the 3 buildings.
This will consist of us trenching around the structure down to the footer/slab on the buildings.

Once we have completed treatment, the grounds around the perimeter will return to normal and you would have no indication of us being on site.

We will follow up next year for the annual inspection.

The \$2460.00 is a one-time fee that you will never have to pay again as long as the annual renewal is paid every year. In 8 to 10 years when it's time for your booster treatment we will schedule with you and treat around the structures like the initial treatment was done.

If you have any questions please contact me at 386-986-0441 or via email

Thank you for allowing Florida Pest Control to bid on the termite treatment for your facility.

Rachel Evans
Sales Representative
Florida Pest Control & Chemical Co.
128 Masters Dr.
St. Augustine Fl
CELL (386)986)0441
OFFICE (904) 824-7217
FAX (904) 829-6552
Email r.evans@flapest.com

Issued by

SUBTERRANEAN TERMITE DAMAGE REPAIR AND RETREATMENT SERVICE CONTRACT

(Branch Office) Contract No.

This agreement made this _____ day of _____ in the year of _____, in the City of _____ State of Florida by and between Florida Pest Control & Chemical Co., hereinafter called the First Party or Florida Pest or FPC and _____ of age and a resident of City _____ State of _____, who declares themselves to be the owner, and/or agent of the owner, of the below named property, hereinafter called Owner or the Second Party. Second Party hereby asserts, confirms and warrants that he/she/it has read, understood, and agreed to this contract, and is/are the owner(s) of the subject property and covered structure(s), and/or the authorized agent or representative of any and all said owners, with full power and authority to execute this contract and forever bind all owners and their principals, agents, heirs, representatives, successors, and assigns.

Witnesseth:

1. FPC agrees to treat the following specifically identified Structure(s): _____ at the address _____ (Street) _____ (City) FLORIDA for the control and/or

prevention of "ground originating" subterranean termites, including Formosan Termites (Coptotermes Formosanus). This Contract does not cover detached garages, out buildings, fences, decks or other buildings, construction or improvements to the property located at the above address, unless specified in writing on this Contract. At no additional cost, other than the annual renewal fee, FPC will make visual re-inspections of the property yearly for as many years as the owner keeps this contract in force and FPC will give additional treatment at anytime during the life of this contract, if Subterranean Termite infestation is found. The inspection will be of readily accessible areas only. The inspection will not cover areas that are enclosed, inaccessible or concealed by wall coverings, floor coverings, furniture, equipment, stored articles, nor any portion of the Structure(s) in which the inspection would necessitate removing or detaching any part of Structure(s). FPC will not open any walls, remove any floor coverings or move any furniture, equipment or other obstructions during the inspection to access or inspect any portion of the Structure(s). Customer acknowledges and accepts that this visual inspection of the readily accessible areas of the Structure(s) is a reasonable inspection for purposes of this Contract. Customer understands and agrees that any inspection of Structure(s) undertaken by FPC, and any representation, statements or reports made by the inspector or FPC about the inspection or Structure(s) should not be construed as an opinion, guaranty, warranty or promise regarding the structural integrity or soundness of the Structure(s) nor as an opinion, guaranty, warranty or promise of the presence or absence of subterranean termites, or other wood destroying organisms or damage to any portion of the Structure(s). Owner also acknowledges FPC is not authorized, nor licensed to, and does not, and can not, inspect for mold, and FPC gives no treatment nor opinion or health related effects or injury or air quality related to any fungi, whatsoever.

2. Price: Second Party hereby agrees and binds themselves to pay FPC upon completion of the initial work, as compensation for labor, material and service herein contracted for, the sum of \$ _____ dollars, plus sales tax, if required, to be paid as follows: Cash () Check () Credit Card () Other () _____. This contract expires at the end of one year unless the option to renew is elected. At the expiration of this one-year contract, the Second Party may take advantage of the yearly termite service offered with this contract by paying FPC the annual renewal fee of \$ _____ dollars, plus sales tax, if required, each year NO LATER THAN 30 days after the Anniversary Date of this contract. FPC reserves the absolute right to adjust the annual renewal fee at the end of any contract year.

3. Finance Charge on Unpaid Balances: Any unpaid balance to bear interest at the rate of one and one-half (1-1/2) % per month, which is a FINANCE CHARGE, with an ANNUAL PERCENTAGE RATE of 18% on the unpaid balance.

THIS CONTRACT CONTAINS DISCLAIMERS, CONDITIONS, LIMITATIONS AND EXCLUSIONS.

4. Damage Repair Commitment/Limitation: This contract provides protection against NEW subterranean termite damage, as defined herein, up to \$250,000.00 for all claims over the life of this Contract, including renewals, but subject to a \$200.00 deductible for each new claim, beginning and effective upon the effective date of structural protection, as more particularly explained on the reverse side of this contract in paragraph 8.

5. Entire Agreement and Severability: This contract is the sole and entire agreement between the parties, and supersedes, replaces, and/or is an accord and satisfaction of any and all prior understandings, agreement(s), or contract(s) for the subject property (structure) or between the parties. Any and all modifications, changes, or waivers must be in writing and agreed upon by both parties. Customer agrees that if any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of the Contract shall remain in full force and effect.

6. Specific Exclusions: This Agreement does not cover, and FPC and Owner specifically agree, FPC will not be responsible for:
- a. Damage of any kind to other than the covered Structure(s), such as, but not limited to, personal property and items in or around the covered structure.
 - b. Personal Injury or damage of any kind which results/resulted in any way from moisture conditions created or caused by, and including, but not limited to, alteration(s) or structural modifications, construction defects, design defects, masonry failure, or grade alterations, whether visible or not; and/or fungus, mold, or wood rot, whether visible or not.
 - c. Damage resulting from moisture or dampness problems associated with above ground moisture accumulation caused by any natural or man-made source, including, but not limited to, accumulation, condensation, or leaks from exterior walls, roofs, skylights, chimneys, gutters, down spouts, windows, doors, plumbing, plumbing fixtures, air conditioning and heating equipment and associated pipes, pans, and duct work, inadequate ventilation, poor drainage, soil washout, etc.
 - d. Protection against and/or damage by Drywood Termites, any aerial (not from ground) infestation of subterranean termites; or any form or specie of insect, pest, or wood destroying organism, other than "ground originating" subterranean termites. Any termite infestation and resulting damage which does not occur by access from the soil (ground-originating) is excluded from this coverage.
 - e. Damage of any and every kind resulting from a construction with stucco on wire lathe on frame and/or rigid foam board and/or expanded foam materials in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden and/or protected access to the structure, whether visible or not.
 - f. Damage of any and every kind resulting where wood, such as, but not limited to, posts, form boards, form & grade stakes, lumber, trash, debris, etc. were/has been/are in direct contact with the soil, whether visible or not, and/or covered by or buried under the foundation, whether visible or not, or where open areas/spaces or cracks existed/exist in the foundation slab, whether visible or not.
 - g. Any damage to, or repair/replacement of, the Structure(s), or its contents, that existed prior to the date of this Contract or the date of the preconstruction treatment, or the repair effective date, as defined herein, whichever occurs later, regardless whether or not such damage is noted on the initial graph. Customer agrees that the damage disclosed on the initial graph may not represent all the existing damage to the Structure(s). Customer further agrees that FPC does not represent or guarantee that the initial graph represents all existing damage to the Structure(s).
 - h. FPC agrees to use all reasonable care when providing initial and subsequent termite treatment in order to avoid damage to shrubs, vegetation and other property, but under no circumstances or conditions will FPC be responsible for damages to shrubs, vegetation, sprinklers, plumbing, wiring, cable, well, etc., occurring during treatment and control work, other than that caused by negligence on the part of FPC.
 - i. Costs & expenses to determine whether or not damage exists or existed, and/or to determine the extent of any damage.
 - j. Personal expenses such as, but not limited to, lodging, meals, transportation, medical expenses, day care, moving and storage costs, etc. incurred as a result of treatment, retreatment and/or damage repair.
 - k. Loss of rental/income or any type business opportunity because of treatment, retreatment or damage repair.

7. Disclaimer and Limitation: The terms herein constitute the entire agreement, and is expressly limited to and by the provisions set forth herein. All other obligations, promises, warranties, or guarantees, either expressed or implied, are hereby expressly disclaimed.

I/WE HAVE READ BOTH SIDES OF THIS CONTRACT IN ITS ENTIRETY AND FULLY UNDERSTAND AND ACCEPT ITS CONTENT, INCLUDING THE GENERAL TERMS AND CONDITIONS AND ANY EXCLUSIONS, DISCLAIMERS, LIMITATIONS, OR CONDITIONS CONTAINED WITHIN THIS CONTRACT.

Owner/Authorized Agent

Date: _____ By: _____

Florida Pest Control & Chemical Co.

Treatment type: Pre-construction Post-construction

SUBTERRANEAN TERMITE DAMAGE REPAIR AND RETREATMENT SERVICE CONTRACT, continued:

8. **Damage Repair Commitment Requirements and Conditions:** The effective date of "structural protection" is hereinafter called the "Repair Effective Date". If this agreement is for pre-construction treatment the Repair Effective Date will automatically begin with the initial treatment provided that all necessary treatments have been made during construction of the covered structure. Where soil pre-treatment is used, the necessary treatment includes, but is not limited to main body, porches, stoops, a/c pads, patios, driveway aprons, and any/all other abutting slabs. At the conclusion of the initial treatment, any subterranean termite damage shall be considered NEW, not old. If this agreement is for post construction treatment, the Repair Effective Date will begin 180 calendar days after the issue date on the face of this particular Contract. If NEW subterranean termite damage occurs after the Repair Effective Date, Second Party, for coverage under this contract, must promptly notify FPC in writing during or before the end of the current contract period. In event that such notice is not received by FPC before the contract terminates or ends, the parties mutually agree, covenant and warrant that any and all damaged woodwork/wood shall be conclusively presumed to have occurred subsequent to the termination of this contract, and Second Party further agrees and covenants that FPC is also thereby fully released from any and all liability possibly related thereto, and from any and all causes of action arising out of this contract. FPC must have a reasonable opportunity to investigate and verify any new damage claim submitted. Any damage repaired before FPC can investigate and verify a new damage claim, operates as a complete waiver and release of Second Party's right to raise such claim under this contract, and such repair is conclusively deemed as old damage. After FPC inspects the damage and if it is NEW subterranean termite damage as defined, and limited herein, FPC will approve repairs of the confirmed new damage. Only contractors mutually approved by Second Party and FPC will be allowed to repair new damage to the Structure(s). After approval, Second Party IS solely responsible to hire and supervise said contractor, FPC will pay Owner, after submission of contractor's invoices, the entire cost of materials and labor up to the contract limit specified in Paragraph 4, less the stated deductible. Repairs not authorized, nor approved by FPC, will be the sole responsibility and cost of second party. Also, FPC will not be responsible for the contractor's inability or failure to match existing wall coverings, wall paper, floor coverings, custom moldings, paneling, tile, etc. NEW damage is defined as damage done by subterranean termites subsequent to the Repair Effective Date. This definition excludes damage existing on or before the Repair Effective Date. Unless FPC finds live subterranean termites in the damaged area, Second Party specifically agrees, concurs, covenants and warrants that the damage discovered is, was, and shall conclusively be deemed old damage and not covered under this agreement. Second Party acknowledges and understands that during the interval between initial treatment and achievement of structural protection, termite feeding within the structure and possibly structural damage, should be expected to occur, but FPC will not be responsible for any repair of any damage until after the Repair Effective Date.
9. **Duties of Owner:**
- Conductive Conditions:** Owner agrees to cooperate with FPC by avoiding, preventing, and eliminating those "conductive" conditions or factors that might create or contribute to a termite infestation, support an above-ground infestation, or disrupt the chemical barrier applied to the Structure(s) and/or applied to the soil. These conditions include, but are not to be limited to, those situations & circumstances described in Paragraphs 6.b, 6.c, 6.d, 6.e, & 6.f, herein. Where soil treatment is an essential part of the control of subterranean termites, owner agrees and covenants not to disturb the soil within 18 inches of either side of the building foundations, or either side of the structure which is in contact with the soil. Owner agrees to promptly notify FPC of any "conductive" condition in or around the Structure. If FPC gives either written or verbal notification that a conductive condition exists at, within, or adjacent to the Structure(s), Owner agrees to promptly eliminate such condition within thirty (30) days of such notice.
 - Structural Changes, Additions, Alterations:** This Agreement covers only the structure(s) identified in this service contract. Since changes create new termite hazards in the event of any additions, alterations, modifications, and/or changes to the covered structure, or to the landscaping and lawn within 18 inches of the structure, and/or disruption of the chemical barrier, Owner must immediately notify FPC in writing of such things, and arrange with FPC for additional service, which may require additional service charges and/or adjustment in the annual renewal fee because of the increased risk caused by the changes.
 - Early Termination:** If Owner fails to comply with the above notice, elimination and prevention requirements, this Contract is voidable by FPC, and FPC has the absolute right to immediately cancel and terminate this Contract prior to the anniversary date. Owner agrees that FPC is not responsible for any damage to the Structure(s), or its contents, resulting from any conductive condition that caused, or contributed to, a termite infestation or damage, and owner will indemnify, protect, and hold FPC harmless from any related claims, causes, actions, judgments, costs, expenses and losses of every kind and character, whether direct or indirect, brought by owner or a third party.
10. **Transfer of Ownership:**
- General:** Second Party agrees to immediately notify FPC of any pending transfer of ownership of the property and provide FPC with the name(s) of the purchasers and closing agent, and date of closing. Annual renewal fees will not be refunded.
 - Post-Construction Treatment:** If FPC treated the covered structure after its construction, then, at its sole option and discretion, FPC reserves the absolute right to transfer, or not transfer, the service agreement to the new Owner upon execution of a new service agreement, at FPC's then current contract rate. In the event, the request for transfer of the service agreement is not received in writing within 30 days before change of ownership, this service agreement will terminate automatically as of the date of change of ownership. Effective the day of title transfer, this contract is terminated and Second Party instantly loses any and all rights under this contract.
 - Pre-Construction Treatment:** If FPC pre-treated the Structure(s) prior to construction of the covered structure(s), then for the first five (5) years of this contract, provided this contract is timely renewed and remains continuously in force, this specific contract cannot be otherwise cancelled and shall automatically transfer to, and inure to the benefit of, any purchaser of the covered structure. However, after five (5) years and beginning the sixth (6th) year, all provisions of Paragraph 10.b. above and Paragraph 11 below, apply, just as if this was a post-construction treatment contract, and FPC then has the sole and absolute right to transfer or not transfer, or to cancel or not cancel, this contract.
11. **Cancellation Clause:** With the sole exception of the first five (5) years of a pre-construction and pre-treated structure as provided in Paragraph 10.c. above, this contract may be canceled for any reason, within 30-days before or after the anniversary date of this contract by either party in writing, effective the day the then current contract period ends.
12. **Change in Law:** This Contract shall be interpreted, regulated and adjudicated in accordance with applicable federal, state (Florida) and local laws and regulations, as they existed at the time this Contract is executed. Should any federal, state or local law or regulation change regarding FPC's services or treatment, FPC is authorized to take whatever steps are necessary to be in compliance with said laws. If FPC cannot modify its services or treatment to comply with such a change in the law, then FPC reserves the right to immediately terminate this Contract before the anniversary date.
13. **Force Majeure (Circumstances beyond FPC's control):** FPC's obligations under this Agreement shall be cancelled if FPC cannot perform its responsibilities because of strikes, acts of war, failure of supplies from ordinary sources and Acts of God, including, earthquakes, storms, fires, floods and hurricanes.
14. **Arbitration Agreement:** Second Party and FPC hereby specifically agree and covenant that any and all controversies or claims between them, their principals, agents, representatives, successors, or assigns, arising in any way out of, or relating to, this agreement, and/or the subject property, and/or subject structure(s), and/or the termite treatment, shall be settled solely and exclusively by arbitration. Such arbitration shall be conducted in the Florida County where the servicing FPC office for this agreement is located at that time, using the substantive law of Florida, and in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association. The arbitrator shall be independent, mutually agreed upon, and to the greatest extent possible, be well versed in Florida law, and qualified in termite control and building construction matters, both by education, experience, licensing and training to deal with the issues. The decision of the arbitrator shall be a final and binding resolution of the disagreement, which may be entered as a judgment by any court of competent jurisdiction. Neither party shall sue the other where the basis of the suit is in any way this agreement, or arises out of this agreement, other than for (1) enforcement of the arbitrator's decision, or (2) appointment of an arbitrator if one cannot be mutually agreed upon. The parties specifically agree that the sole and exclusive venue of any suit shall be Alachua County, Florida. In no event shall either party be liable to the other for indirect, special, consequential, or punitive damages; loss of anticipated or actual profits, income or business opportunities; or living expenses of any kind (e.g. room, board, medical, gas, utilities, etc.). All costs, expenses and fees of arbitration and settling a controversy shall be borne equally, by the parties. This arbitration provision shall survive cancellation, expiration, or termination of this contract.
15. **CHEMICAL SENSITIVITY:** If Owner, or other occupants (including invitees and licensees) of the Structure(s), believe he/she may be sensitive to pesticides, Owner must immediately notify FPC in writing and in advance of FPC's treatment, including whether Owner or occupants have consulted with a medical doctor regarding such sensitivity. Owner agrees to inform all occupants that FPC will apply pesticides in conjunction with its treatment of the Structure(s). FPC reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide notification represents Owner's and occupants' assumption of the risk and waiver of any claims against FPC related to such sensitivity. Customer further agrees to indemnify, protect and hold harmless FPC from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by Owner or other occupants (including invitees and licensees) of the Structure(s).

Treatment notice posted: BY ELECTRICAL PANEL



Termite Treatment and Warranty Proposal for:

Trailmark HOA Amenities Center

805 Trailmark Dr.

St. Augustine, FL 32092

Sentricon Termite Colony Elimination System With Always Active Technology with Repair and Retreat Warranty	Initial Treatment/Install \$1,566	Annual Renewal \$720
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Proposal Date: 10/3/19

Note:

- With Sentricon there will be NO drilling required on sidewalks and patios. Also, there won't be a 5-10 year booster treatment required.

Proposal by:

Jerry Hall

1.904.451.0537

jhall@mccallservice.com



Derek Gilbert

From: Jerry Hall <JHall@mccallservice.com>
Sent: Thursday, October 3, 2019 4:41 PM
To: Derek Gilbert
Subject: Termite Proposal
Attachments: Trailmark HOA Termite proposal PDF.pdf

Derek,

It was a pleasure meeting you the other day. I have attached the termite proposal for Trailmark HOA Amenities Center. I am recommending the Sentricon System because it will allow for the best protection and cause the least disruption to the landscape, sidewalks and patios. Please let me know if you have any questions with the proposal. I am available to meet with you any time. Please say hello to Bob for me.

Thank you so much for the opportunity to submit this proposal and have a great weekend!



Jerry Hall

Business Development
JHall@mccallservice.com

Office: 800-342-6948
Direct: 904-451-0537
Fax: 904-389-3212
www.mccallservice.com

McCall Service Corporate Office • 2861 College Street •
Jacksonville • FL • 32205



Sentricon Retreat & Repair Agreement
 Agreement #3291

Prepared For
Trailmark HOA Amenities Center
 Derek Gilbert
 805 Trailmark Dr
 Saint Augustine, FL 32092-7634
 derekgilbert@evergreen-lm.com
 (877) 221-6919

Prepared By
McCall Service
 Jerry Hall
 2861 College St
 Jacksonville, FL 32205
 jhall@mccallservice.com

Service Location: 805 TRAILMARK DR, SAINT AUGUSTINE, FL, 32092-7634

Item	Qty	Freq	Initial	Recurring	Total
TBR (TERMITE BAITING RENEWAL)	1	1 - ONCE PER YEAR	\$0.00	\$720.00	\$0.00
TBS (TERMITE BAITING SYSTEMS)	1	1 - ONE TIME service	\$1,566.00	\$0.00	\$1,566.00

Subtotal \$1,566.00
 First Year Total \$1,566.00
 Subsequent Year Total \$720.00

Evidence Of Formosan Termites?
 NO

Notes/instructions
 This HOA Amenities Center is managed by: Evergreen Lifestyles Management - Derek Gilbert (Community Manager) - contact info noted in agreement. All billing and service will go through Evergreen.

Type Of Treatment
 Preventative

Linear Footage
 847

Graph Verification

I Received and Signed a complete graph that documents existing termite activity and/or damage (if applicable) and any conducive conditions (if applicable)..

Initial

Consumer Notice Form

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

CONSUMER NOTICE FORM

Rule 5E-14.105, F.A.C.

Telephone: (850) 617-7996; Fax: (850) 617-7968

A pest control company must give you a written contract prior to any treatment of each wood-destroying organism. It is very important that you read and understand the contract you are signing. The pest control company is only obligated to follow the terms of the contract you have signed, regardless of other statements by the company or salesperson. (Note: Contracts for treatment for new construction can be issued to the builder and provided to you at closing).

BASIC REQUIREMENTS FOR CONTRACTS

- The contract must state the common name of the wood-destroying organism to be controlled by the company (e.g. subterranean termite, powder post beetle). If the contract is for termite control, the contract must clearly state whether Formosan termites are covered or not.
- Some contracts do not include a treatment at the time the contract is issued, and that should be clearly stated. If a treatment is performed as part of the contract, the cost for the treatment must be stated. If the treatment is only for certain areas, the contract should clearly state that it is for "spot treatment" only.
- The contract must state if it is a retreatment only or a retreatment and repair contract. If it is a retreatment and repair contract, carefully read the sections of the contract that state when repairs will or will not be covered by the contract.

REQUIREMENTS FOR STATING WHEN TREATMENT OR REPAIR WILL NOT BE COVERED BY THE CONTRACT

- Repair contracts will not cover repairs from termite damage under every condition. The contract must state when retreatment or repair will be done, and conditions under which the company can refuse to retreat or repair.
- These conditions have to be stated and be under headings in the contract that are in bold print. Companies typically refuse repair or retreatment if the condition of the house is such that moisture or leaks result in termite infestation, or where siding makes it hard to see termite infestation
Examples of this are:
 - Cracks in concrete slabs
 - Wood or wall siding in contact with ground
 - Plumbing leaks
 - Leaks in the roof
 - Water accumulating against side of house

The law does require that companies notify you if they see conditions which would void the repair promise and they have to give you a chance to correct the condition before voiding the contract or denying repair coverage.

- Contracts may have a condition that does not cover Formosan termite damage until a specific time period has passed. This means that if damage occurs during this period the company will not pay for repair.
- You have the right to compare contracts from other companies before signing a contract with a company. Choose the company that gives you the best contract options.

- If you have any questions about the terms of the contract, or concerns about the compliance history of the company with regard

to pest control laws or regulations, contact the Department of Agriculture and Consumer Services at phone number: 850-617-7996 or email: bliircomplaints@freshfromflorida.com.

I understand that I am entering into a contract with McCall Service, Inc. to provide wood-destroying organism(s) treatment, and I have read and understood the terms of the contract.

FDACS-13692

Sign

Sentricon Repair And Retreatment

This contract provides for retreatment of a structure and the repair of damages caused by wood destroying organisms within the limits stated in this contract.

This is a Post Construction Subterranean Termite Service Agreement ("Agreement") between McCall Service, Inc. ("McCall") and the above-named Customer to treat the above referenced Structure(s) for a period of one (1) year for Eastern Subterranean Termites (*Reticulitermes*) and Formosan Subterranean Termites (*Coptotermes Formosanus*), hereinafter referred to in the plural as "Subterranean Termites," aerial infestations excluded.

SCOPE OF SERVICE: In consideration for the payment(s) of the fees and applicable tax set forth herein and subject to the general terms and conditions provided within this Agreement, McCall will deploy, maintain and monitor the Sentricon® Termite Colony Elimination System with Always Active™ technology ("System") during the period of this Agreement. If the System should require additional stations, redeployment or maintenance during the normal course of treatment, these additional services will be provided at no charge to the Customer. McCall reserves the right to apply a liquid termiticide to supplement the System, if necessary. Any supplemental liquid termiticide treatments will be provided at no charge to the Customer.

This Agreement provides for Repair and Retreatment service. McCall will repair new damage to the Structure(s), as defined under the General Terms and Conditions of this Agreement caused by Subterranean Termites.

McCall will perform a visual inspection of the Structure(s) annually around the anniversary date, once the renewal fee has been paid. The inspection will be of readily accessible areas only and may not include attics or crawlspaces. McCall will not open any walls, remove any floor coverings or move any furniture, equipment or other obstructions during the inspection to access or inspect any portion of the Structure(s). Customer acknowledges and accepts that this visual inspection of the readily accessible areas of the Structure(s) is a reasonable inspection for the purposes of this Agreement.

Customer may renew this Agreement by either paying the annual renewal fee shown herein before each anniversary date of this Agreement, or maintaining the auto charge monthly payments shown herein. For purposes of this Agreement, the parties agree that "anniversary date" is defined as that day that falls exactly one year from the Date of System Installation. Customer's failure to pay the annual renewal fee in accordance with this Agreement will render this Agreement voidable, at the election of McCall, but shall not relieve Customer from the obligation and requirement to provide payment for all amounts due and owing pursuant to this Agreement. McCall may adjust the annual renewal fee by providing written notice to Customer within forty-five (45) days before the anniversary date of this Agreement. Should Customer wish to terminate the service, written notification must be provided to McCall at least ten (10) days prior to the anniversary date of this Agreement.

The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company

Sentricon Repair And Retreatment General Terms And Conditions

GENERAL TERMS AND CONDITIONS: McCALL and Customer agree to the following Terms and Conditions:

1. SPECIFIC EXCLUSIONS RELATED TO REPAIR & RE-TREATMENT SERVICE:

If Customer elects to upgrade to the Repair and Re-treatment Option, Customer agrees that this Agreement does not cover, and McCALL shall not be responsible or liable for, any of the following:

- a. Damage of any nature to the Structure(s) or its contents resulting from any insect, pest, mold, fungi, or wood-destroying organism other than "New Damage" as defined within this Agreement caused by Subterranean Termites.
- b. Damage caused by an aerial infestation of subterranean termites.
- c. "Existing Damage" as defined within the terms of this Agreement.
- d. Damage resulting from construction defects, structural defects, design defects, masonry failures, wood to ground contact, or grade alterations that disrupt or reduce the effectiveness of the termiticide treatment or that provide Subterranean Termites with hidden or protected access to the Structure(s), whether visible or not.
- e. Damage and/or remedial treatments resulting from a disruption of the termiticide barrier or from infested wood and/or furniture being introduced into Structure(s) after initial treatment.
- f. Personal expenses or economic damages such as lodging, meals, transportation, medical, gas, utilities, etc.; or reimbursement for loss of quiet enjoyment, loss of use or diminution in value of the Structure(s); or any indirect, special, or consequential damages, including loss of anticipated or actual profits, income or business opportunities.
- g. Damage caused by McCALL to trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.

These specific exclusions are in addition to any and all other exclusions, disclaimers, limitations, or conditions contained within this Agreement.

2. DUTY TO AVOID CONDUCTIVE CONDITIONS Customer agrees to cooperate with McCALL during the term of this Agreement by avoiding and eliminating those conditions or factors that might contribute to a Subterranean Termite infestation or disrupt the termiticide barrier surrounding and beneath the perimeter of the Structure(s), if applied. These conditions include, but are not to be limited to, construction defects, wood, trash, direct wood to soil contact, tree stumps, standing water or above ground moisture accumulations caused by any natural or man-made source. Such moisture accumulations include, but are not to be limited to, condensation, leaks from exterior walls, windows, doors, roofs, skylights, chimneys, gutters, down spouts, plumbing, plumbing fixtures, sprinkler systems, air conditioning and heating systems (including condensate drains and duct work) or inadequate ventilation. Customer agrees to notify McCALL of and to eliminate the aforementioned conditions under and within an eighteen (18) inch area around the perimeter of the foundation of the Structure(s). McCALL is not responsible for any damage to the Structure(s), or its contents, resulting from any conditions conducive to a Subterranean Termite infestation that caused or contributed to such infestation or damage. Customer agrees to eliminate any conducive conditions identified within sixty (60) days of McCALL's written notification. Customer's failure to eliminate the conducive condition within sixty (60) days will render this Agreement voidable by McCALL.

3. MODIFICATIONS OR ALTERATIONS TO STRUCTURE(S) This Agreement only covers the Structure(s) identified above as of the date of this Agreement. The Customer shall provide notification to McCALL, in writing, prior to any alteration, addition, modification or change to the Structure(s) or any disruption of the termiticide barrier surrounding or beneath the perimeter of the Structure(s), to include, but not limited to, a disruption, removal or addition to the soil surrounding the foundation of the Structure(s). The McCALL shall have the right to terminate this Agreement if Customer fails to provide written notice of any alteration, addition, modification or change to the Structure(s) or the termiticide barrier surrounding or beneath the perimeter of the Structure(s). Any additional treatment required because of any alteration, addition, modification or change to the Structure(s) or any disruption of the termiticide barrier surrounding or beneath the perimeter of the Structure(s) will be provided by McCALL at Customer's expense. Customer agrees that McCALL shall have the right to charge an additional fee or increase the renewal fee stated on the front page of this Agreement, or both, as a result of such alteration, addition, modification or change to the Structure(s) that occurs during while this Agreement is in effect.

4. **CHANGE IN LAW** Should any federal, state or local law or regulation change regarding the Agreement, treatment or services, McCALL is authorized to take any action necessary bring itself into compliance with said laws. If McCALL cannot modify its Agreement, treatments or services to comply with such change in the law, then McCALL reserves the right to immediately terminate this Agreement.

5. **EXISTING DAMAGE** If the Repair and Re-treatment Option is selected, the following applies: McCALL is not responsible for the repair of any damage to Structure(s), or its contents, caused by Subterranean Termites that existed prior to the "Date of Treatment" stated on the front of this Agreement, regardless whether or not such damage is noted on any attendant graph, or that was not reported to McCALL while this Agreement was in effect. Customer agrees that the damage disclosed on any attendant graph may not represent all the existing damage to the Structure(s).

6. **NEW DAMAGE** If the Repair and Re-treatment Option is selected, the following applies: McCALL agrees to repair any new damage to the treated areas of the Structure(s) that occurs after the "Date of Treatment" stated on the front of this Agreement; additionally, the area of new damage must be caused by and contain a live infestation of Subterranean Termites. Customer must submit a written claim to McCALL and McCALL must verify the live infestation before any repairs are performed. Any claim of New Damage must be submitted in writing to McCALL and McCALL shall be given a reasonable opportunity to investigate and verify the claim.

7. **LIABILITY LIMITS/CONTROL OF REPAIR PROCESS** If the Repair and Re-Treatment Option is selected, the total amount of McCALL's repair obligation under this Agreement, including all renewals, is limited to a total of One Million Dollars (\$1,000,000.00). Only licensed contractors mutually approved by Customer and McCALL will be allowed to repair new damage to the Structure(s).

8. **CHEMICAL SENSITIVITY** If Customer or an occupant of the Structure(s) knows, or believes, that he or she may be sensitive to pesticides, written notice must immediately be provided to the McCALL prior to treatment or retreatment of any area of the Structure(s). McCALL reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide this notification represents Customer and occupants' assumption of the risk and waiver of any claims against McCALL in connection with such sensitivity. Customer further agrees to indemnify, protect and hold harmless McCALL from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by Customer or other occupants (including invitees and licensees) to the Property, if Customer fails to provide the above written notice.

9. **BINDING ARBITRATION** Customer and McCALL agree that any and all controversies or claims between them, their principals, agents, representatives, successors, or assigns, arising in any way out of, or relating to, this Agreement to include the subject Structure(s) or Property and any services performed, shall be settled solely and exclusively by arbitration. Such arbitration shall be conducted in Duvall County using the substantive law of Florida governing the issue or claim in dispute and in accordance with the Voluntary Binding Arbitration provisions of Section 44.104, Florida Statutes. The arbitrator shall be independent, mutually agreed upon, and to the greatest extent possible, be knowledgeable in pest control and building construction matters by education, experience, licensing and training to deal with the issues and claims presented. The decision of the arbitrator shall be a final and binding resolution of the disagreement, which may be entered as a judgment by any court of competent jurisdiction. Neither party shall sue the other where the basis of the suit is or arises out of this Agreement, other than for (1) enforcement of the arbitrator's decision, or (2) appointment of an arbitrator if one cannot be mutually agreed upon. The parties specifically agree that the sole and exclusive venue of any suit shall be Orange County, Florida. All costs, expenses, and fees of arbitration and settling a controversy shall be borne equally by the parties. This arbitration provision shall survive cancellation, expiration, or termination of this Agreement.

10. **TRANSFERABILITY** This Agreement is transferable to a new owner of Structure(s), at the sole discretion of McCall upon written notice to McCALL; however, McCALL reserves the right to charge a transfer fee and adjust the annual renewal fee upon transfer of ownership.

11. **TERMINATION** McCALL's responsibilities, duties, obligations, and any liabilities under this Agreement shall be terminated if McCALL is prevented or delayed from fulfilling any of its duties, obligations or responsibilities under the terms of this Agreement by reasons or circumstances beyond its control or by the Customer's interference or refusal to provide McCALL with access to Structure(s).

12. SEVERABILITY Customer agrees that if any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

13. NON-PAYMENT Notwithstanding any provision in this Agreement to the contrary, McCALL is entitled to bring civil suit and claim damages, interest, attorney's fees, and costs for issues arising from this agreement relating to collection of unpaid amounts In the event that Customer fails to pay any sum due and owed under the terms of this Agreement, McCALL has the right to immediately terminate this Agreement. In the event a collection service is utilized or legal action becomes necessary to recover all unpaid balances, Customer will be responsible to pay all costs associated with said collect and costs that are related to the collection of unpaid amounts.

Georgia Insurance Disclaimer For Georgia Customers Only

The Georgia Structural Pest Control Act requires all Pest companies to maintain insurance coverage.

Information about this coverage is available from this pest control company.

Georgia Commercial customers:

This agreement will be reviewed/updated by client & company every twelve months.

Buyers Right To Cancel:

If this a home solicitation sale and the buyer does not want the goods or services, customer may cancel this agreement by giving written notice of cancellation to McCall Service Inc. before midnight of the third business day after the day the customer signed this Agreement.

Signature Clause

By signing this Agreement, I, the Customer, certify that I have read and fully understand all the terms, limitations, conditions and exclusions on the front and back of this Agreement, without limitation, that affect McCall's obligation to repair or retreat the Structure(s) or otherwise perform under the terms of this Agreement. McCall is only bound by the terms of this Agreement and not by any other representations oral or otherwise.

Approved By

Derek Gilbert

Date

Approved By

Jerry Hall
Jerry Hall

10/31/2019

Date

McCall Service
ID CARD HOLDER JE231305
CERTIFIED OPERATOR JF271233
ID CARD HOLDER SP21644