

Lexington Oaks Community Development District

Board of Supervisors

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Stephen Brletic, District Engineer
John Fowler, Lead Field Inspection Coordinator
Todd Wilhelmi, Site Manager
Ruben Nesbitt, District Accountant
Diana Kapatsyna, District Admin

Workshop Meeting Agenda

Thursday, September 3, 2026, at 9:00 a.m.

The Regular Meeting of the **Lexington Oaks Community Development District** will be held on **September 3, 2026 at 9:00 a.m. at the Lexington Oaks Community Center, 26304 Lexington Oaks Boulevard, Wesley Chapel, Florida 33544.**

THE WORKSHOP MEETING OF BOARD OF SUPERVISORS

- 1. OPEN WORKSHOP**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENTS**
- 4. DISCUSSION OF LANDSCAPE AGREEMENT**
- 5. DISCUSSION OF ASI PROPOSAL**
- 6. SITE MANAGER REPORT**
- 7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
- 8. CLOSE WORKSHOP**

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 1st day of August, 2026, by and between: **Lexington Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 (the “**District**”) and **ASI Landscapes, a Subsidiary Corporation of Yard-Nique, Inc.**, a Delaware Corporation registered to do business in the State of Florida, whose address is 9702 Harney Road, Thonotosassa, FL 33592 (the “**Contractor**”).

RECITALS

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

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

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

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

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

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

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. DESCRIPTION OF WORK AND SERVICES.

- A.** The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the provision of landscape maintenance services as described herein and in **Exhibit A** (the “**Services**”), attached hereto and incorporated by reference herein, within the District. Such lands on which Services shall be provided are as more particularly described and shown on **Exhibit B**, attached hereto and incorporated herein by reference.
- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with

this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. The Contractor shall document all Work using the forms attached hereto as part of **Exhibit E**. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.

- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days but shall not provide services on Sundays.
- E. The Contractor shall report directly to the District’s Designee who shall be the District Manager and the designated Landscape Specialist. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A** on the property as provided in **Exhibit B**. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours. This includes, but is not limited to, damage caused by Contractor to irrigation heads and lines, landscape, grasses, fences, walls or any other District or landowner properties or improvements.

SECTION 3. COMPENSATION; TERM.

The District agrees to pay Contractor for the General Landscape Maintenance (Part 1), Fertilization (Part 2), Pest Control (Part 3) and Irrigation (Part 4) of the work, a not to exceed sum of \$217,398 dollars per year as detailed in **Exhibit C**, payable in monthly installments as detailed below, for a term of one (1) year with the option to renew for four (4) additional one (1) year periods unless terminated earlier as provided in this Contract. Payment for Annual Installations (Part 5) will be at the rates shown on **Exhibit C** and will only be completed upon prior approval of the District.

- A. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a Work Authorization (defined in Section 4 below). The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing in substantially the same form as **Exhibit D**, further defined in Section 4 below.
- B. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form

satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- C. The District agrees to pay Contractor the rates outlined in Section 3C above for the initial term for Parts 1 through 4 of the work, and the same rate for subsequent first, second, third and fourth annual renewals, to include parts 1 through 4 of the Scope of Services as detailed in Exhibit A, payable in monthly installments as detailed below unless terminated earlier as provided in this Contract. Contractor shall invoice the District monthly for services provided during the previous month pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. As compensation for the work, the District agrees to pay Contractor \$18,116.50 per month during the Initial Term, and the same rate for subsequent first, second, third and fourth annual renewals.

SECTION 4. ADDITIONAL WORK. Contractor understands that the Services may be reduced, expanded, or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written Work Authorization from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any additional work. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the Work Authorization in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the Work Authorization as reasonably determined by the District in conference with the Contractor. All Work Authorizations shall be in the form attached hereto as **Exhibit D**.

SECTION 5. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one year from planting except for annuals (if any), which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of Services.

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

SECTION 6 INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured (for all coverages except workers’ compensation coverage). At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers’ compensation insurance on behalf of Contractor.

SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its

obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

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

A. If to Contractor: **ASI Landscapes**
 9702 Harney Road
 Thonotosassa, FL 33592
 Attn: Neil McFayden

B. If to District: Lexington Oaks Community Development District
2005 Pan Am Circle
Suite 300
Tampa, FL 33607
Attn: District Manager

With a copy to: STRALEY ROBIN VERICKER

1510 W. Cleveland Street
Tampa, FL 33606 Attn:
Attn: Whitney Sousa

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

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

SECTION 18. INDEMNIFICATION.

A. Contractor 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 Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, the indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor for in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor shall not be required to indemnify the District for the District's percentage of fault, if any. Contractor 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 20. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 21. INSPECTIONS. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

A. The District hereby designates the District Manager, Landscape Specialist or a representative of the District Manager, to act as its representative.

B. The Contractor agrees to have a representative present at the regularly scheduled Board of Supervisors' monthly CDD meetings. The Contractor agrees to meet with a

District representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items (Landscape Inspection Report) that should be corrected before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Landscape Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Landscape Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than five (5) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work. Contractor shall provide to management a written summary of work performed for each week with notification of any problem areas.

SECTION 22. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 23. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Mark Vega ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, INFRAMARK & CO., INC., 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607, 813-991-1140, MARK.VEGA@INFRAMARK.COM

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 26. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 27. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2022, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 28. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 29. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ASI Landscapes

Signed by:



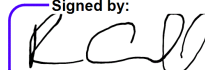
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By: Neil McFadyen

Title: District Director of Business Development

**Lexington Oaks
Community Development District**

Signed by:



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Richard Carroll

Chair of the Board of Supervisors

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

EXHIBIT “A” - SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

All crew members must be in Uniforms and visible at all times, and you must make sure to use cones, safety signs, and have emergency flashers on when vehicles are parked along roadways within the community.

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 services (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches and Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 1/4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be **immediately** re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of Lexington Oaks CDD’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing/herbicide applications, etc. Weekend work is permitted when necessary upon prior approval. Any lawn that dies or becomes weak or unsightly (including heavy weed infestation, excessive insect or disease damage, etc.) shall be replaced at the sole cost of the Contractor. This excludes damage from water restrictions (only if automatic irrigation is completely and legally banned by the State and/or local authorities). At all times, Contractor must maintain the perimeters of all natural areas so the growth does not overtake the turf in open lawns, pond banks, tracts between the edges of the wetland and sidewalks, trails or roadways. Contractor is expected to regularly cut this material back and dispose of off-site on an as-needed basis. Contractors will be expected to maintain these tree lines in this trimmed condition throughout the duration of the contract.

1A) POND MOWING – Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water’s edge or sod line (if water is not present). Line trimming at water’s edge and line trimming of all drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. As mentioned earlier, The DISTRICT requires mowers to be equipped with a mulching-type deck with mulch flap in the closed position, specifically around pond banks. If circumstances do not allow this, mowers must blow all clippings away from pond banks, but not into any residential lawns. It is understood that trash of any kind and other debris within arm’s reach of water’s edge shall be removed & disposed of by Contractor during every normal service event.

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

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (i.e., MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, BOARDWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY (OR DESIGNATED SECTIONS) MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead

and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs over sidewalks/turf areas (10') in and outside of ROW's and roads (15'), respectively. This may depend on location and species of tree and shall vary according to DOT specs. All moss hanging from trees (including ball moss) shall be removed up to a height of 15' from all CDD-maintained trees on an as-needed basis. During the dormant season, ALL Crape Myrtles shall have ALL mosses removed up to a height of 15'. During this time, all Crape Myrtles less than 15' in height must be pruned. This includes the removal of all seed pods. Crape Myrtles are not to be "hat racked" at any time. Pencil to thumb pruning is the preferred method of Crape Myrtle pruning and shall be performed by the end of February. Any initial removal of all Spanish and Ball Mosses shall be included in the proposals and completed within ninety (90) days of contract commencement.

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

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes only the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning of palms shall never raise the canopy above the three o'clock – nine o'clock horizontal. Contractor will not be asked to trim a singular palm on the property but will be required to trim palms once a significant

quantity of palms have a petticoat of dead fronds. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Flower/Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall utilize sterilized pruning equipment (preferably having a minimum of two sets of pruning tools to allow sterilization of previously used equipment between palms). Contractor shall pay careful attention when pruning Medjool, Sylvester, Reclinata, Canary & Washington Palms. Palms on pool decks (and all other plant material, in general, on pool decks) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

4) WEEDS AND GRASSES – All shrub & groundcover beds as well as all turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre- & post-emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

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

In this contract, the volleyball court sand, is to be treated and kept clear of weeds throughout the life of the contract.

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

5) MAINTENANCE OF PAVED AREAS – All paved areas, including curb and gutter along roadways shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line or

sidewalk expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

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

Fallen leaves in all areas shall be collected no less than four (4) times per year and removed from property. This is to be done as requested by the District and/or District Manager or designee from the beginning of November through March, or until leaf disbursement ceases. On a weekly basis, the Contractor will collect or mulch up leaves from focal areas, bed, and turf areas to prevent heavy build-up and cause damage to plant material by smothering. At no point is it acceptable to blow debris back up into the beds.

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

Reporting

Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule for the upcoming month. The Contractor shall also report on any deficiencies or items needing attention relating to disease and insects or other afflictions. Contractor shall prescribe the treatment plan he is to follow to remedy such afflictions.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in Ordinance No. 14-16 regarding the application of fertilizer within Pasco County.

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

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

All Irrigated Bahia Sod:

April	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for warm- season weeds
October	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for cold- season weeds

All St. Augustine Sod:

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

The contractor shall submit a fertilizer label to Field Inspection Coordinator for approval prior to application. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It

shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

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

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

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

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

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

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

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8-2-12+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October & late November). The "2" should be reduced to "0" if a soil test indicates there is not a deficiency of Phosphorus in the soil. 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

The District requires that all fertilizer applied to all palms on the CDD property be 8-2-12+4Mg. The fertilizer label shall reflect that 100% of the N, K, Mg, and B sources be in slow-release or controlled-release form and all the Mn, Fe Zn & Cu sources be water soluble (generally these will be sulfates, except for Fe, which can be chelated with EDTA or DTPA). No source of N, K, Mg or B should be water-soluble. This will be considered an unacceptable fertilizer. The information below reflects the most effective sources for the seven critical elements in Florida landscape palm fertilizers:

Element Recommended Sources:*

N - Sulfur-coated urea, resin (or polymer)-coated urea or ammonium salts, urea-formaldehyde

P - Superphosphate, triple superphosphate, coated diammonium phosphate

K - Sulfur-coated potassium sulfate (may have additional polymer coating)

Mg - Kieserite (magnesium sulfate monohydrate) granules

Mn - Manganese sulfate

Fe - Iron sulfate, FeEDTA and/or FeDTPA

B - Granubor® (sodium borate)

*Based on data from Broschat (1991, 1996, 1997, 2008) and Broschat and Elliott (2005) Archival copy: for current recommendations see <http://edis.ifas.ufl.edu> or your local extension office.

This item will not be included in the contract amount and fertilizer shall not be billed equally on a monthly basis but invoiced the month after application. Contractor is required to provide proposals for each application and proceed once District approval has been executed.

CONTRACTOR shall provide the DISTRICT with PALM fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity prior to purchase. This is to allow time to verify nutrient sources for the macro and micronutrients ensuring they are in slow-release or water-soluble forms. Payment will not be made until the correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

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

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

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

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

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

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

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all dark green areas designated as "CDD Maintained – with irrigation unless otherwise noted" on the Maintenance Exhibit. Do NOT include roadway medians in this price nor lake banks, trails or between ponds and conservation areas. It is limited to those landscaped areas under automated irrigation.

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems.

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

B. Water Sources

1. Visual inspection of water source
2. Clean above ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
4. Test automatic protection devices

C. Irrigation Systems

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

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest

coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

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

After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads (includes spray heads), nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

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

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

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

PART 5

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace 4,500 annuals in 4.5” pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. Prior to replacement, selection and approval from the Board is required. An Annual Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). It is required that each rotation, **Command Soil**, is to be used as the planting medium for establishment. Annuals shall be hand watered at the time of installation. The Contractor will remove & replace dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered around a holiday rotation being planted no later than the end of November and rotate accordingly every three months. (Dec., Mar., June, Sept.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and **monthly slow-release** nutritional requirements **at no additional cost to District.** Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the summer rotation (June) **at no additional cost to District,** a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior at each changeout throughout the year. All annual beds shall be raised at least eight inches. Upon completion of annual flower installation, a 1’ layer of Pine Fines shall be spread throughout the entire annual bed. **All this shall be provided at no additional cost to the District.**

This item will not be included in the contract amount. Contractor shall provide a price per 4” annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

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

[END OF SECTION]

EXHIBIT B
Landscape Maintenance Map

Lexington Oaks CDD Maintained Areas (Landscape Map)

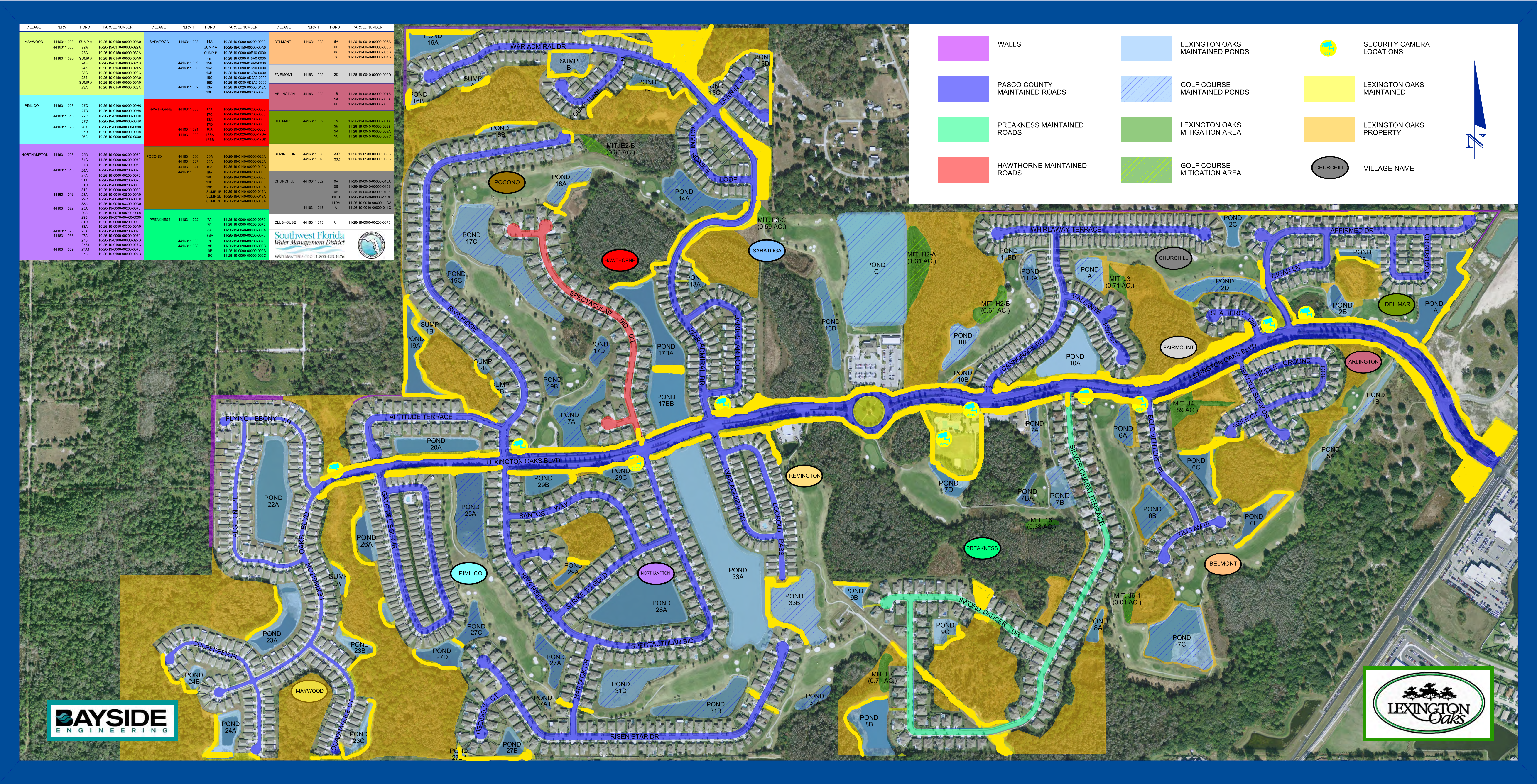


EXHIBIT “C” — BID FORM

Lexington Oaks Community Development District — Landscape Maintenance Request for Proposals

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

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

PART 1

General Landscape Maintenance **\$172,368.00 / yr.**

- Storm Cleanup **\$7,600.00 / hr.** (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) Use of frost blankets and increase water flow to critical plant material prior to freeze to increase insulation protection.
\$5,200.00/ application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
\$75.00/ hr. for employee with hand-held hose
\$150.00/ hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **\$ 19,320.00 / yr.**

(Make sure all Fertilization from the SCOPE OF SERVICES are included. Vendor may be asked what product is being used before services rendered.)

PART 3

Pest Control (All labor and materials) **\$ 3,870.00 / yr.**

(if entire pesticide allowance is required) *

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

OTC Injections will be performed at the discretion of the District's BOS

(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ N/A / yr. (based on quantities below) (OTC injections per specs — do not include in Grand Total)

ASI Landscapes

Lexington Oaks CDD — RFP: Landscape & Irrigation Maintenance

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
N/A	N/A	N/A	N/A	N/A

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

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. **\$3,922.00 / yr.**

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

PART 4

Irrigation (All labor and materials) \$21,840.00 / Yr.

Freeze Protection (description of ability) Shut off main water supply, open all manual drain valves to release water from system. Automatic drains need to be inspected and allow water to exit. Backflow prevention devices need to be drained and insulated if unable to remove

\$750.00 / application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate **\$125.00 / hr.** (i.e., broken mainlines, pump & wells, etc.)

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

PART 5

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor. Contractor shall install 4,500 (4.5") annuals up to four (4) times per year per specs at the direction of the District at:

\$3.00 / annual

\$9,000.00 / rotation

\$36,000.00 / yr. (if all rotations are performed — do not include in Grand Total)

ASI Landscapes

Lexington Oaks CDD — RFP: Landscape & Irrigation Maintenance

GRAND TOTAL (Parts 1, 2, 3 & 4 — this is what contract will be written for)

Initial Term	\$217,398.00
First Annual Renewal	\$217,398.00
Second Annual Renewal	\$228,733.00
Third Annual Renewal	\$228,733.00
Fourth Annual Renewal	\$228,733.00

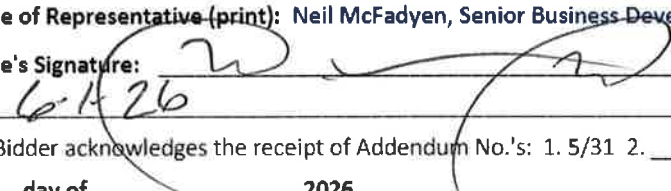
Contractor / Firm Name: ASI Landscapes

Firm Address: 9702 Harney Road

City / State / Zip: Thonotosassa, FL 33592

Phone: 813-948-3938 **Fax:** —

Name and Title of Representative (print): Neil McFadyen, Senior Business Development Manager

Representative's Signature: 

Date: 6-1-26

ADDENDA — Bidder acknowledges the receipt of Addendum No.'s: 1. 5/31 2. ____ 3. ____ 4. ____ 5. ____

Dated this ____ **day of** ____ **2026.**

COST BREAKOUT FOR GENERAL LANDSCAPE MAINTENANCE

General Landscape Maintenance	Cost / Event
Mowing, hard edging, blowing off hard surfaces	\$1,900.00
Pond bank mowing, including line-trimming to water's edge	\$380.00
Bed detailing (weeding, soft edging, shrub pruning, delineation, dead-wooding, dead-heading of annuals, trash & landscape litter removal)	\$1,520.00
Tree Lifting	\$304.00
Palm Pruning (seed pods, old flower stalks, inflorescence, vines & volunteers)	\$0.00

EXHIBIT "C" — BID FORM (SECOND ANNUAL RENEWAL)

Lexington Oaks Community Development District — Landscape Maintenance Request for Proposals

SECOND ANNUAL RENEWAL TERM

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

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

PART 1

General Landscape Maintenance **\$181,440.00 / yr.**

- Storm Cleanup **\$7,600.00 / hr. (do not include in General Landscape Maintenance total or Grand Total)**
- Freeze Protection (description of ability) Use of frost blankets and increase water flow to critical plant material prior to freeze to increase insulation protection.
- \$5,200.00 / application (do not include in General Landscape Maintenance total or Grand Total)**
- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**
- \$75.00 / hr.** for employee with hand-held hose
- \$150.00 / hr.** for water truck/tanker

PART 2

Fertilization (All labor and materials) **\$20,286.00 / yr.**

(Make sure all Fertilization from the SCOPE OF SERVICES are included. Vendor may be asked what product is being used before services rendered.)

PART 3

Pest Control (All labor and materials) **\$4,075.00 / yr.**

*(if entire pesticide allowance is required) **

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

OTC Injections will be performed at the discretion of the District's BOS

(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

ASI Landscapes

Lexington Oaks CDD — RFP: Landscape & Irrigation Maintenance

\$ N/A / yr. (based on quantities below) (OTC injections per specs — do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
N/A	N/A	N/A	N/A	N/A

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

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. **\$4,120.00 / yr.**

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

PART 4

Irrigation (All labor and materials) \$22,932.00 / Yr.

Freeze Protection (description of ability) Shut off main water supply, open all manual drain valves to release water from system. Automatic drains need to be inspected and allow water to exit. Backflow prevention devices need to be drained and insulated if unable to remove

\$750.00 / application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate **\$125.00/ hr.** (i.e., broken mainlines, pump & wells, etc.)

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

PART 5

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor. Contractor shall install 4,500 (4.5") annuals up to four (4) times per year per specs at the direction of the District at:

\$3.25 / annual

\$9,750 / rotation

\$39,000 / yr. (if all rotations are performed — do not include in Grand Total)

ASI Landscapes

Lexington Oaks COD — RFP: Landscape & Irrigation Maintenance

GRAND TOTAL (Parts 1, 2, 3 & 4 — this is what contract will be written for)

Initial Term	\$217,398.00
First Annual Renewal	\$217,398.00
Second Annual Renewal	\$228,733.00
Third Annual Renewal	\$228,733.00
Fourth Annual Renewal	\$228,733.00

First, Third, and Fourth Annual Renewal

Contractor / Firm Name: ASI Landscapes

Firm Address: 9702 Harney Road

City / State / Zip: Thonotosassa, FL 33592

Phone: 813-948-3938 Fax: —

Name and Title of Representative (print): Neil McFadyen, Senior Business Development Manager

Representative's Signature:

Date: 6-1-26

ADDENDA — Bidder acknowledges the receipt of Addendum No.'s. 1. 5/31 2. ____ 3. ____ 4. ____ 5. ____

Dated this ____ day of _____, 2026.

COST BREAKOUT FOR GENERAL LANDSCAPE MAINTENANCE

General Landscape Maintenance	Cost / Event
Mowing, hard edging, blowing off hard surfaces	\$1,995.00
Pond bank mowing, including line-trimming to water's edge	\$400.00
Bed detailing (weeding, soft edging, shrub pruning, delineation, dead-wooding, dead-heading of annuals, trash & landscape litter removal)	\$1,600.00
Tree Lifting	\$325.00
Palm Pruning (seed pods, old flower stalks, inflorescence, vines & volunteers)	\$0.00

LANDSCAPE & IRRIGATION — ADDITIONAL SERVICE RATES

Fixed-item rate schedule per CDD bid form. Rates include overhead and profit and will be used for any additional work and/or services

Service	Rate	Unit
A. Mowers w/ operator	\$75.00	Hour
B. Bush-Hog w/ operator	\$125.00	Hour
C. Tractor w/ operator	\$125.00	Hour
D. Supervisor with Transportation	\$75.00	Hour
E. Laborer with hand equipment	\$75.00	Hour
F. Truck w/ driver	\$75.00	Hour
G. Irrigation Tech	\$75.00	Hour
H. Granular Pesticide Applicator <i>Person with Drop Spreader</i>	\$75.00	Hour
I. Liquid Pesticide Applicator <i>Person with Spray Truck</i>	\$75.00	Hour
J. Granular Fertilizer Applicator <i>Person with Drop Applicator</i>	\$75.00	Hour
K. Liquid Fertilizer Applicator <i>Person with Spray Truck</i>	\$75.00	Hour
L. Granular Weed Control Applicator <i>Person with Drop Applicator</i>	\$75.00	Hour
M. Liquid Weed Control Applicator <i>Person with Spray Truck</i>	\$75.00	Hour
N. Laborer for Additional Trash Pick-Up	\$75.00	Hour
O. Lump Sum Mowing, entire community	\$4,104.00	Per Mow

EMERGENCY CLEAN-UP SERVICES

Rates for declared emergency / disaster response (time-and-materials, incl. overhead and profit). Disaster recovery assistance not to exceed 70 hours per declared event.

Item	Rate	Unit
A. Debris Removal Personnel		
Labor — M-F Regular Hours	\$75.00	per Hour
Labor — Evening or Weekend	\$95.00	per Hour
Heavy Equipment	\$125.00	per Hour
B. Debris Removal Equipment		
Dump Fees per CY	\$65.00	per CY
Item 2 description		per Hour

Item	Rate	Unit
Item 3 description		per Hour

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

ASI Landscapes

Lexington Oaks CDD — RFP: Landscape & Irrigation Maintenance

LEGAL AUTHORITY FOR SIGNATURE

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

Dated this 1 day of June, 2026.

Proposer: **ASI Landscapes**

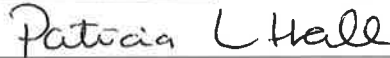
By: 

Title: **Senior Business Development Manager**

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of June, 2026, by **Neil McFadyen**, as **Senior Business Development Manager** of **ASI Landscapes**, on its behalf. He/She ☒ is personally known to me or ☐ produced _____ as identification.



Notary Public, State of Florida

Personally Known ☒ OR Produced Identification _____

Type of Identification _____

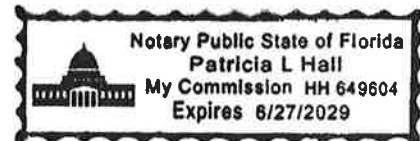


EXHIBIT D

Form of Work Authorization

WORK AUTHORIZATION FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “Work Authorization”), dated _____, 20__ authorizes certain work in accordance with that certain *Agreement for Landscape Maintenance Services* (the “Agreement”), dated _____, 20__, by and between:

Lexington Oaks Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 (the “District”); and

_____, a _____, whose address is _____ (the “Contractor”).

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

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement. [SPECIFY WHETHER ONE TIME CHARGE OR INCREASES COMPENSATION LINE ITEM IN ORIGINAL AGREEMENT AND, IF SO, REFLECT AMENDMENT TO THAT PROVISION].

SECTION 3. GOVERNING LANGUAGE. This Work Authorization, together with the Agreement, represents the entire understanding between the District and the Contractor with regard to the referenced Work Authorization. Except for the warranties provided to the District, none of the provisions of Exhibit A shall apply to this Work Authorization and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it describes the scope of services for the labor and materials to be provided under this Work Authorization.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

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

**LEXINGTON OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Signature of Secretary

Signature of Chairperson, Board of Supervisors

Signature of Witness

By: _____

Its: _____

Exhibit A: Proposal/Scope of Additional Services

EXHIBIT E

DAILY WORK JOURNAL

DATE:_____

DESCRIPTION OF WORK PERFORMED TODAY:_____

LOCATIONS:_____

ISSUES REQUIRING ATTENTION: *(Please notify District Rep. if any)*

LEXINGTON OAKS CDD
PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR’S NAME: _____

LEXINGTON OAKS REPRESENTATIVE NAME: _____

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



Proposal #173387

Date: 8/27/2026

Customer:

Mark Vega
Inframark
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Property:

Lexington Oaks CDD
26304 Lexington Oaks Boulevard
Wesley Chapel, FL 33544

Initial Property Cleanup

This proposal is for an initial property cleanup to get it back to proper condition for maintenance.

We will be lowering hedges back to maintainable height that are overgrown, cutting hedges back off sidewalks and doing plant separation where needed, cutting natural area back by CH near the dumpster and fence line, removing vines and weeds throughout the plant beds that are covering plant material, removing suckers off trees, removing dead plant material, spray bed weeds.

Haul all debris off site.

Viburnum Hedge Cut Back to 6 feet to 8 feet

Clean up

Items	Quantity	Unit	Price/Unit	Price
Viburnum Hedge Cut back to 6 feet and 8 feet				\$9,450.00
Hauling and Dumping	12.00	CY	\$65.00	\$780.00
			Clean up :	\$10,230.00

Dead Plant Removal

Clean up

Items	Quantity	Unit	Price/Unit	Price
Dead Plant Removal				\$3,850.00
Hauling and Dumping	8.00	CY	\$65.00	\$520.00
			Clean up :	\$4,370.00

Spraying and weed control

Clean up

Items	Quantity	Unit	Price/Unit	Price
Weed control				\$700.00
			Clean up :	\$700.00
PROJECT TOTAL:				\$15,300.00

Terms & Conditions

By _____

Jeff Myers

Date 8/27/2026

Yard-Nique

By _____

Date _____

Lexington Oaks CDD