

**OVEROAKS
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

Tuesday, November 18, 2025

Remote Participation:

Call in (audio only) (646) 838-1601, 316307095#



313 CAMPUS STREET
CELEBRATION, FLORIDA 34747
(407) 566-1935

Overoaks Community Development District

Board of Supervisors

Cynthia Trautz, Chairperson
 Melissa Palomino, Vice Chairperson
 Erran Muenz, Assistant Secretary
 Debbie Allen, Assistant Secretary
 Bill Thies, Assistant Secretary

Staff

Michael Perez, District Manager
 Kristen Trucco, District Counsel
 David Hamstra, District Engineer
 Kyle Goldberg, Field Inspection Coordinator
 Derek Wagner, CrossCreek
 Fernand Thomas, District Accountant
 Melinda Gallo, Administrative Assistant

Meeting Agenda Tuesday, November 18, 2025 – 9:30 a.m.

1. **Call to Order and Roll Call**
2. **Approval of the Agenda**
3. **Audience Comments** – *Three (3) Minutes Time Limit*
4. **Special Business**
 - A. Landscape RFP
 - i. Consideration of BrightView Landscape Proposal P. 3
 - ii. Consideration of Cepra Landscape Proposal..... P. 96
 - iii. Consideration of Down To Earth Landscape and Irrigation Proposal P. 126
 - iv. Consideration of Juniper Landscape Proposal P. 141
 - v. Consideration of ASI Landscapes Proposal P. 201
 - vi. Consideration of United Land Services Proposal..... P. 244
5. **Staff Reports**
 - A. CrossCreek
 - i. Review of Aquatic Report..... P. 333
 - B. Field Inspector
 - i. Review of Property Inspection Report..... P. 341
 - ii. Consideration of Cepra Nature Way Entrance Proposal.....P. 347
 - iii. Consideration of Cepra Playground Drainage Proposal.....P. 349
 - iv. Advance Tree Pros
 - a. Consideration of Pine Tree Removal Proposal P. 353
 - b. Consideration of Palm Tree Removal Proposal..... P. 357
 - D. District Engineer
 - E. District Counsel
 - F. District Manager
 - i. Review of Project Board..... P. 361
6. **Business Items**
 - A. Consideration of Audit Engagement for FY 2025..... P. 363
7. **Business Administration**
 - A. Consideration of Minutes from the Meeting held October 21, 2025 P. 377
8. **Supervisor Requests**
9. **Adjournment**

The next meeting is scheduled for Tuesday, January 27, 2025, at 6:00 p.m.

Inframark District Office:

313 Campus Street,
 Celebration, FL 34747
 407-566-1935

Meeting Location:

The Hart Memorial Library
 211 E Dakin Ave,
 Kissimmee, FL 34741

Or Dial: 646-838-1601, 316307095#

Company Information

BrightView Landscape Services, Inc.

**Local Address: 103 W. Seventh Street Orlando,
FL. 32824**


407-222-1339

315 employees

Dozens of Current CDD Customers

History of BrightView Landscapes

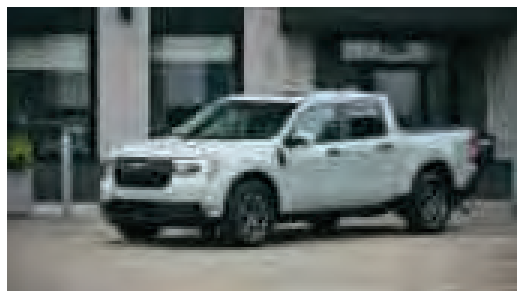
BrightView Landscapes, now known as BrightView Holdings, Inc., is the largest commercial landscaping services company in the United States. The company was formed in 2014 through the merger of The Brickman Group and ValleyCrest Companies, with KKR & Co. Inc. playing a significant role in the acquisition and merger. The company's headquarters are located in Blue Bell, Pennsylvania. BrightView's history is marked by strategic mergers and acquisitions, driven by KKR's investment, which aimed to create a dominant force in the landscape industry. The merger allowed BrightView to offer a comprehensive suite of services, including design, development, maintenance, water management, tree care, and snow and ice management. This full-lifecycle approach enabled BrightView to cater to a wide range of commercial clients, leveraging the combined expertise and market presence of its predecessor companies.



We Have The Equipment

Trucks

- (50) Management Vehicles
- (75) Ford F-250 ¾ ton Pick-up
- (14) Ford F-450 Dump Truck
- (1) Ford F-550 Dump Truck
- (75) Custom build equipment trailers



Tree Equipment

- (8) Bucket Trucks
- (3) Grapple Trucks
- (4) Tracked Mini Lifts
- (3) Stump Grinders
- (2) Skid Loaders
- (5) Chip Trucks
- (8) Chippers



Mowing Equipment (Available)

- (10) 36" Mowers
- (4) 48" Stander Mowers
- (30) 52" Mowers
- (30) 60" Mowers
- (15) 72" Mowers
- (4) 96" Mowers
- (2) 104" Mowers



Specialty Equipment

- (4) Ride on Z-Sprayers
- (2) 50 gal Skid Sprayers
- (1) Toro Ride on Boom Sprayer
- (4) Greenworks Electric Utility Carts
- (25) Utility Carts
- (6) Buffalo Blowers
- (4) Stand-On Blowers

2 Cycle Gas and Battery Powered Field Equipment 1000+ Items

- Articulating Shears (gas)
- Hand Shears
- Back Pack Sprayer
- String Trimmer (gas / Batt.)
- Blade Edger (gas / Batt.)
- Back Pack Blowers (gas / Batt.)

Other Notable BrightView Projects

Epic Universe Landscape Installation



Ocean Reef Club: \$1M+
201 Ocean Reef Drive
Key Largo, FL 33037



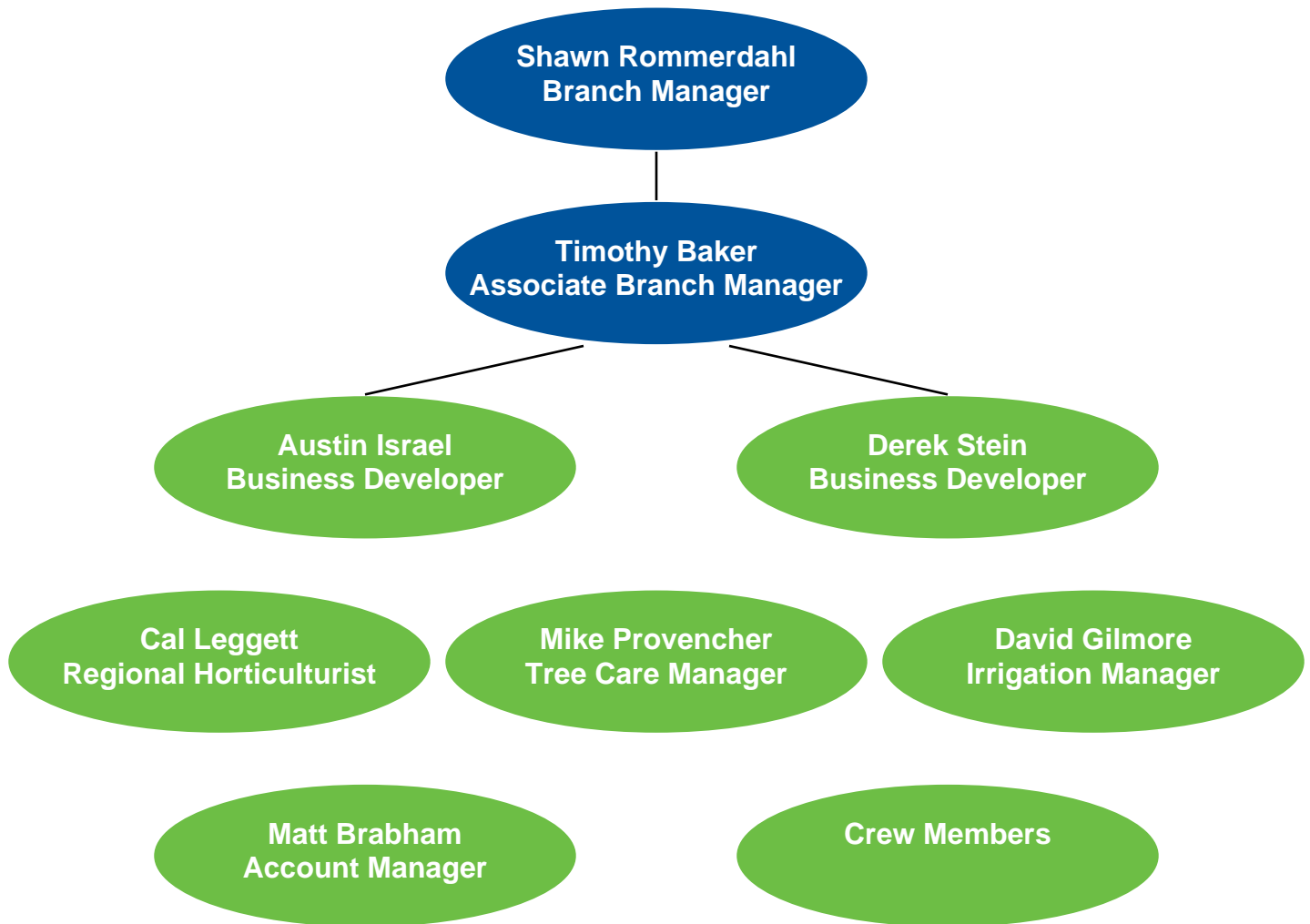
Disney's Vero Beach Resort: \$700k+
9250 Island Grove Terrace
Vero Beach, FL 32963



The Boca Raton Resort
501 E Camino Real
Boca Raton, FL 33432



BrightView Organizational Chart – Orange County Convention Center



**Project Manual for
Request for Proposals for
Landscape and Irrigation Maintenance Services**

**Overoaks
Community Development District
Osceola County, Florida**

August 28th, 2025

Table of Contents

List of RFP Documents:

1. Request for Proposals
2. Instructions to Proposers
3. Scope of Services
4. Maintenance Map
5. Official Bid Proposal Form
6. Proposed Form of Agreement
7. Form of Weekly Landscape Maintenance Report
8. Combined Affidavit for Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion

Request for Proposals for Landscape and Irrigation Maintenance Services

Informal Request for Proposals for Landscape and Irrigation Maintenance Services

The Overoaks Community Development District (the “**District**”) hereby requests proposals to provide services relating to landscape and irrigation maintenance services, as more specifically set forth in the Project Manual.

The Project Manual will include, but not be limited to, this Request for Proposals, the Instructions for Proposers, the Scope of Services, Maintenance Map, Bid Proposal Form, a form of the Agreement, and a form of the Weekly Landscape Maintenance Report.

The District reserves the right to reject any proposals, make modifications to the work, and waive minor informalities and irregularities in proposals as deemed appropriate, if it determines in its discretion that such action is in the best interest of the District. The Board of Supervisors of the District will award the contract to the proposal that it determines, in its sole discretion, is the most advantageous to the District, pursuant to the contained within the Project Manual and its adopted Rules of Procedure. Please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (i) Proposer must be fully licensed in the state of Florida and insured and (ii) Proposer must have recent experience with other communities of a similar nature, size and amenity level to the Overoaks CDD project, with verifiable references on those projects.

All questions relative to this project must be directed in writing to the District Manager, Michael Perez, at Michael.Perez@inframark.com please cc Howard.Neal@inframark.com and Jennifer.Goldyn@inframark.com.

Firms desiring to provide services for this project must submit one (1) digital PDF copy of the required proposal no later than 3 PM (EST) on 09/04/25, by emailing District Manager Michael Perez, at Michael.Perez@inframark.com. Any proposal that is not completed as specified or that is missing the required proposal documents as outlined in the Project Manual may be disqualified.

Please note that this is an informal solicitation of proposals for contractual services, and there is no right to protest this proposal package or the Board’s selection of the ultimate proposal.

Overoaks Community Development District

Michael Perez, District Manager

OVEROAKS COMMUNITY DEVELOPMENT DISTRICT

Instructions to Proposers

Landscape & Irrigation Maintenance Services RFP

Osceola County, Florida

1. **General Information.** The Board of Supervisors (“**Board**”) of the Overoaks Community Development District (“**District**”) is requesting proposals for the provision of Landscape and Irrigation Maintenance Services on a continuing basis (“**Proposals**”). The District will accept proposals from all qualified companies interested in providing these services. All proposers should be experienced in providing landscaping and irrigation services in the State of Florida and hold any applicable licenses or certifications. Any proposer that is a corporation or other business entity must be registered with the Florida Department of State, Division of Corporations, authorized to do business in the State of Florida, and currently in good standing.
2. **Project Manual.** The Project Manual includes, but is not limited to, the Request for Proposals, these Instructions to Proposers, the Scope of Services, Maintenance Map, Evaluation Criteria, an Official Bid Proposal Form, a form of the Agreement, and a form of the Weekly Landscape Maintenance Report. The Project Manual will be available at the date and time specified in the Request for Proposals.
3. **Review of Project Manual:** It is the responsibility of prospective proposers to review the Project Manual and any addenda, made available in connection with the work and to prepare a proposal based solely on the Project Manual.
4. **Scope of Services.** The Landscape and Irrigation Maintenance Services are generally described in the “**Scope of Services**” included in the Project Manual for the locations highlighted in yellow in the **Maintenance Map** also included herein, as well as any addenda issued by the District Manager prior to the submission of Proposals.
5. **Interpretation and Addenda of Project Manual.** No verbal interpretations will be made to any proposer as to the meaning or intent of the Project Manual. Every request for such interpretation must be in writing, addressed to the District Manager. To be given consideration, such requests must be received prior to the deadline for submitting questions as specified in the Request for Proposals. Interpretations, if made, will be written in the form of an addendum and sent via email by District Manager to all parties recorded as having received the Project Manual. All interested parties must supply a working email address to the District Manager. Any such addenda shall not relieve said Proposer from any obligation under the proposal as submitted. All addenda so issued shall become part of the Project Manual.
6. **Questions should be Directed to District Manager.** Any questions relating to the Project Manual should be directed, in writing, to the District Manager Michael Perez via email Michael.Perez@Inframark.com. The deadline for submitting questions relative to this project is stated in the Request for Proposals.
7. **Submittal Requirements.** Each Proposal shall include the following information:
 - a. **Official Proposal Form.** This solicitation includes an Official Proposal Form. Such form is to be filled out and executed completely.
 - b. **Company Information**
 - i. Name of company (including any "Doing Business As" names)

- ii. Headquarters/parent company locations
 - iii. Office locations and total number of employees at each
 - iv. Local address and telephone number
 - v. History of the company
 - vi. Organization chart of company
 - vii. Proof of applicable insurance indicating the types of coverage and limits for general, property automobile liability insurance, and worker's compensation insurance required by the Agreement.
- c. **Qualifications and Staffing**
- i. Number of CDDs represented by the proposer.
 - ii. Provide a narrative description of the proposer's approach to providing the services as described in the Scope of Services.
 - iii. Why the proposer is the best qualified to perform the Scope of Services
 - 1. if there will be a subcontractor performing certain services, describe which services will be subcontracted out and include subcontractor's qualifications
 - iv. A description of the proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. Include a staffing plan depicting the quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property.
- d. **Cost of Additional Services.** A fee proposal and detailed explanation for additional services that may be performed in addition to the items described in the Scope of Services.
- e. **References.** All proposers must submit a list of at least 3 references, including the name of the client entity, the client's website or general location, information regarding the work proposer did for the client, and the name, email, and number of a contact person.
- f. **Additional Information.** Any other additional information or documents that will assist the Board in evaluating the Proposer pursuant to the Evaluation Criteria.

8. Submittal of Proposals.

- a. Submit either one (1) original (via hand delivery or UPS, FedEx or similar) OR one (1) digital PDF copy of the required proposal (bearing the name of the Proposer, the name of the District, and identifying the project on the outside of the envelope). Each Proposer shall submit and deliver a complete proposal compliant with all requirements to the District Manager, at the physical address or emails address identified in the Request for Proposals by the date and time included in the Request for Proposals. All bids will be opened shortly after the proposal deadline.
- b. Proposals submitted after the deadline for delivery will be rejected.

9. Proposal Duration and Withdrawal of Proposal.

- a. Proposals may be withdrawn by providing written notice if received by the District prior to the time and date specified in the Request for Proposals for submission of the proposals.
- b. All proposals shall be in force for a period of 90 days after the proposal deadline. During this time, all provisions of the Proposal must be in effect, including prices.
- c. Proposers may not withdraw or modify their proposals after the deadline for submittal.
- d. Negligence on the part of the Proposer in preparing their proposal confers no right of withdrawal or modification of their proposal after the deadline for submittal.

10. Right to Waive Mistakes and Variations.

- a. Mistakes in arithmetic extension of pricing may be corrected by the Board.
- b. The District reserves the right to waive any minor or non-material discrepancies or technicalities.

- c. The District further reserves the right to request supplementation of any or all Proposals.

11. Method of Selection, Award, and Right to Reject.

- a. The Board will meet at a publicly noticed meeting and collectively as a group review and rank the proposals in accordance with the Evaluation Criteria. The Board will award the work to the Proposer that it determines, in its sole discretion, has the most advantageous proposal. The Board reserves the right to reschedule or continue the date of the evaluation meeting to a later date.
- b. The Board, in its sole discretion, reserves the right to reject any and all proposals whenever such rejection is in the best interest of the District.
- c. Nothing contained herein shall place a duty upon the District to reject a proposal or award the work based upon anything other than its sole discretion.
- d. The selected Proposer shall promptly enter into negotiations with the District to finalize any terms or details. If the negotiations are unsuccessful, the District may negotiate with the next Proposer(s) who had the next highest ranked proposal(s) until such negotiations are successful.

12. No Reimbursement of Preparation Costs. Proposers will not be reimbursed for any cost associated with responding to this solicitation.

13. Public Records. All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.

14. Term and Renewal. The initial term of the agreement will be 1 year. The agreement will automatically renew for subsequent 1-year periods until terminated pursuant to the termination provisions in the agreement. The scope of services and compensation for renewal periods may be adjusted by mutual written agreement evidenced by a written addendum.

15. Required Disclosure:

- a. **License and Permit Requirements:** For the purpose of complying with Florida Statue 218.80 titled "Public Proposal Disclosure Act", except as may be described in the Agreement, the successful proposer shall obtain and pay for all permits and licenses necessary for the work. Proposers shall be responsible for complying with Osceola County licensing requirements prior to submitting a Proposal and shall submit proof of compliance. Those Proposers who are not duly licensed and/or do not furnish proof thereof with their Proposal may be deemed non-responsive and may be disqualified.
- b. **Public Entity Crimes:** Proposers should be aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes.
- c. **Scrutinized Companies:** Proposers should be aware of, and in compliance with, all requirements under Section 287.135, Florida Statutes, on Scrutinized Companies.
- d. **E-Verify.** Proposers should be aware of, and in compliance with, all requirements under Section 448.095(2)(c), Florida Statutes, on E-Verification requirements.
- e. **Public Records:**
 - i. All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.
 - ii. As further described in the Agreement, in accordance with section 119.0701, Florida Statutes, if awarded the work, the Proposer shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all

requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

- f. The District, in its sole discretion, may reject any Proposer the District finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Board to lack honesty, integrity, or moral responsibility. The discretion of the Board may be exercised based on the disclosure required herein, the District's own investigation, public records, or any other reliable source of information. The Board may also reject any Proposer failing to make the disclosure required herein. By submitting a Proposal, Proposer recognizes and accepts that the District may reject the Proposal based upon the exercise of its sole discretion and Proposer waives any claim it might have for damages or other relief resulting directly or indirectly from the rejection of their Proposal based on these grounds, including the disclosure of any pertinent information relating to the reasons for rejection of the Proposal.
- g. Pursuant to Florida Statutes Section 287.05701, the District does not consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social, political, or ideological interests.

Thank you for your interest in the District.

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, landscape detailing, debris clearing, etc.) Notwithstanding the above, at no time will the Paspalum ever be allowed to grow beyond a maximum height of two (2) inches and St. Augustine shall never be allowed to grow beyond five and one half (5 ½) inches. Each mowing should leave the Bahia grass at a height of three (3) to three and one half (3 1/2) inches, Paspalum at a height of one (1) to one and one half (1 ½) inches and St. Augustine at a height of three and one half (3 ½) to four (4) inches. Optimum height for Paspalum should be approximately one and one half (1 ½”) to encourage deeper root growth. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The District requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the contractor. 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 forty-eight hours from the time the damage is caused at the contractor’s sole cost and expense. The contractor shall be responsible for training all its personnel in the technical aspects of the Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to pond banks and wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. The contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment, including orange safety cones, at all times. Any motorized equipment used on the road ways of the community must be legally equipped. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING (if applicable) - All ponds (if applicable) identified as such on the overall Maintenance Exhibit/Plans shall be mowed incorporating the same mowing schedule as the common areas stated above. 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 trimmed to water’s edge. Line trimming at water’s edge and line trimming of 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). The contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers

must blow all clippings away from the water's edge. 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 the contractor during every normal service event. Unless otherwise designated on Maintenance Exhibit/Plans, homeowners are responsible for mowing down to the water's edge behind their property.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged during each mowing event. All edging shall be performed to the sole satisfaction of the District. **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

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. Once per year, central leaders shall be maintained and interfering or crossed limbs shall be removed. 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. Branches and limbs shall be kept off buildings (including roofs), signage structures, play structures, fences & walls as well as pruned to keep street lights and traffic signage from being blocked. Additionally, on an as-needed basis, all trees shall be pruned over sidewalks, nature trails, parking lots, driveways & roadways so as not to interfere with pedestrians, cars or other vehicles. (This is to include maintaining at all times a minimum of **ten to fifteen (10-15)** feet ((but shall vary according to DOT specs)) of clearance under all limbs depending on location and species of tree.)

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 the District. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to appear neat and clean at all times.

The timing of the Palm pruning to be coordinated with the District. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas

where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. "Hurricane" palm pruning shall never be allowed without prior written approval from the District.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the District at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris 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, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

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

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed 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.

6) CLEAN UP – At no time will the 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. The contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS, PONDS OR ANY COMPONENT OF THE STORMWATER SYSTEM.**

7) REPLACEMENT OF PLANT MATERIAL – Tree 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. The contractor shall be responsible for replacement if due to contractor's 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.

8) If contractor misses a service due to inclement weather or any other reason, the contractor is required to make up service the same week.

PART 2

FERTILIZATION

The contractor shall follow all provisions of the Osceola County Fertilizer Application code (Chapter 9, Article III of the Code of Ordinances for Osceola County, as they may be amended from time to time. It is further recommended that those practices outlined in the Osceola County Fertilizer Rule be followed. Highlights of that rule are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF OSCEOLA 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 St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H ₂ O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Apply Supplemental Iron sulfate or chelated iron in liquid applications
October	A complete fertilizer based on soil tests

All Paspalum Sod:

March	A complete fertilizer based on soil tests + PreM
April	N (Soluble Nitrogen applied at .5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

July	A complete fertilizer based on soil tests
August	Fe (for foliar apps, use ferrous sulfate @ 2 oz. /3-5 gal H ₂ O/1000 SF). If Fe is applied to an acidic soil, use 1 lb. of iron sulfate/1000 SF. If soil is calcareous, use the container label recommended rate of an iron chelate.)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to resident project representative 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 twice a year by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Test results will be provided to the District. 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 ITS 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 & GROUND COVER FERTILIZATION:

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

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

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

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

REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO ITS NEGLIGENCE.

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P₂O₅-12K₂O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September, November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

The contractor shall provide the District with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. Contractor must notify the District five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the contractor to so notify the District may result in the contractor forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying on turf shall be provided by the contractor every month with additional spot treatment as needed. 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. The 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. The contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. The contractor will be fully responsible in the treatment of such afflictions. At the District’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. The 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. The contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

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

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

It shall also be the contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. The contractor shall familiarize itself 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

The 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, the contractor is asked to provide the cost for the annual application of Top Choice in all designated parks and clubhouse finished landscaped and irrigated areas on the Plans/Maintenance Exhibit. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

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

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all existing irrigation systems to date. This shall include all existing irrigation systems.

These inspections shall include:

A. Irrigation Controllers

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

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

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

D. Report

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

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer 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 always maintain maximum clearance for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management,

Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, the District 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 Supervisor's discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, 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 beads, nozzles, drip main and delivery lines and any associated fittings. Said repairs shall be performed immediately and are included in the contract price. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of the 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 Osceola County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

At District's request and after prior approval by the District Manager, Contractor shall top dress all currently landscaped areas as shown on the plans/maintenance map (landscaped beds, tree rings, parks, etc.) with Grade "A" Medium Pine Bark Mulch. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction. Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" and beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to the District.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch (Pine Bark) is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

SEASONAL COLOR/PERENNIAL MAINTENANCE AND INSTALLATION

A. Seasonal Color Bed Preparation

Contractor shall be totally responsible for the soil make up within each flower bed. Amendments such as, but not limited to Peat Moss, sand, organic matter, fertilizers, and fungicides may be used to create a quality growing medium in order for the annuals to flourish. Beds shall be tilled to a depth of eight (8) to 14 inches with all amendments thoroughly incorporated into the soil mix.

Contractor shall be responsible for all bed preparation and soil amendments necessary to provide a grade A quality seasonal color display. Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. District and/or District Manager shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified on the report.

Bed areas shall be formed to create a moderate crown. Contractor shall remove rocks and debris and shall trench all sides of beds that face curb or turf at a depth of three (3) inches before final mulching.

Annuals shall be hand watered at the time of installation.

B. Seasonal Color Installation

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all existing annual bed areas based on the existing beds on the property at the time of bid submittal and on the plant spacing as specified. Contractor shall be responsible for planting the specified size and quantity of plant material using designs pre-approved by the District and/or District Manager.

C. Seasonal Color Replacement

Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease or fails to maintain a healthy, vigorous appearance in the opinion of the District and/or District Manager. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

D. Mulching

Bed areas shall have one-fourth (1/4) inch of finely ground mulch at all times, not allowing bare soil areas to be visible.

E. Deadheading and Pruning

Deadheading: Declining flowers and foliage should be removed weekly.

Pruning: Plants shall be pruned to avoid plants becoming leggy or unsightly; also to maintain a consistent uniform mass.

F. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy plants. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks.

G. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problem, including mole crickets, chinchbugs, and grubs. Contractor shall be responsible for the control of fire ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been killed. Contractor shall be responsible for removing any excess pesticide applications from paved surfaces, curbs, and sidewalks within four (4) hours after application has occurred.

H. Watering

Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the Owner and District Manager in writing and will be responsible for replacement of these items.

Contractor shall not be responsible for the manual watering of any plant material unless plant material is under warranty. When new seasonal color is installed, Contractor shall be responsible for supplemental watering only until plants become established. (*Line Item: Watering*)

I. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained weed free. Contractor shall be responsible for removing any chemicals used to control weeds from paved surfaces, curbs, and sidewalks.

J. Perennial Maintenance

Perennials such as but not limited to Rose, Allamanda, Daylilies, Rudbeckia, Sedum, Iris, Daffodils, Lantana, etc. shall be pruned removing all spent blooms, flower stalks, and dormant and declining foliage. The timing of this pruning may be seasonal, Owner and/or District Manager request, or for the aesthetic improvement of the landscape. Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included.

This item will not be included in the contract amount. Contractor shall provide a price per 4" annual to be installed up to four (4) times per year and shall submit with bid. This work shall be invoiced separately in the month following service delivery.

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

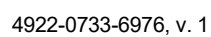
ADDITIONAL SERVICES

Please provide any additional landscape and irrigation maintenance services offered.

Examples include:

- Emergency Clean Up
- Storm Cleanup
- Irrigation Services outside of contract
- Freeze Protection
- After Hours Emergency Irrigation Services

[END OF SECTION]



Overoaks Community Development District

**Official Proposal Form for
Solicitation of Proposals for Landscape and Irrigation Maintenance Services**

Name of Proposer: Brightview Landscape Services, Inc.

In accordance with the solicitation of proposals issued by the Overoaks Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

1. Turf Maintenance	\$ <u>171,102</u>
2. Shrub And Groundcover Maintenance	\$ <u>22,329</u>
3. Tree Maintenance	\$ <u>16,543</u>
4. General Site Maintenance: Trash And Debris Disposal	\$ <u>Included</u>
5. Irrigation System	\$ <u>8,117.00</u>

Total Yearly Cost for the first year of the above items	\$ <u>218,091</u>
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6. Annuals Maintenance/Installation	\$ <u>1,267.00</u>
7. Mulching for Tree and Shrub/Groundcover Bed Areas	\$ <u>22,000</u>

Estimate of total cubic yards proposed to service the property: 400

Cost of Mulch Per Cubic Yard \$ 55.00

Irrigation Hourly Rate for items not included in the Scope of Services: \$ 65.00

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: David Lewis

Title of Authorized Signatory of Proposer: Senior Vice President

Signature of Authorized Signatory of Proposer:  _____

Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this “**Agreement**”) is entered into as of 09/15, 2025 between the **Overoaks Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and Brightview Landscape Services, Inc., a Corporations, registered to do business in the State of Florida (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Services attached hereto as **Exhibit A** (the “**Work**”) in the locations shown in the maintenance map attached hereto as **Exhibit C**.
 - b. Contractor’s Official Proposal Form is attached hereto as **Exhibit B**.

- c. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
4. **Additional Work.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. 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.
5. **Emergency Services.** In the event of an emergency or disaster, Contractor shall provide the District the following services:
- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
 - b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
 - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.
6. **Manner of Performance.**
- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
 - b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
 - c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
 - d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
 - e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
 - f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
 - g. Contractor is responsible for vehicular safety within the community and shall use the proper

warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.

- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
- j. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.

8. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. **Termination.**

- a. Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
- b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
- c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. District Representatives and Inspections.

- a. The District hereby designates the District Manager, Field Manager, and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

11. Compensation

- a. As compensation for the Work (including any additional work described in **Exhibit A** authorized by the District) performed each month the District agrees to pay Contractor the following amounts:
 - i. For Parts 1 and 4 of the Work, which are performed on a monthly basis: \$ 14,258.50.
 - ii. For Parts 2 and 3 of the Work, a not to exceed annual price for each Part as described in Contractor's Official Proposal Form attached hereto as **Exhibit B**.
 - iii. If the District elects to award the Contractor the work described in Parts 5 [Mulch] and Part 6 [Seasonal Color] of the Work, and only after receipt of written authorization by the District to proceed, the not to exceed annual price for each Part as described in Contractor's Official Proposal Form attached hereto as **Exhibit B**.
 - iv. For any irrigation services not included in the Work, and only after receipt of written authorization by the District to proceed, a not to exceed price of \$ 65 per hour.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:
 - i. the District's name
 - ii. the Contractor's name
 - iii. the invoice date,
 - iv. an invoice number
 - v. a reference to a proposal number if applicable,
 - vi. the location (including the community if applicable),
 - vii. descriptive enough to allow reader to understand services performed
 - viii. an itemized listing of all costs billed on the invoice with a description of each service,
 - ix. the time frame within which the services were provided, and
 - x. the address or bank information to which payment is to be remitted.
- c. In the event services are not needed (dry times and mowing not needed on the frequency

designated in the Scope of Services), inclement weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.

- d. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- g. 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.

12. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or

satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation

or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. **Commercial General Liability:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. **Automobile Liability:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. **Umbrella Liability:** With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the

payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

16. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

17. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

18. No 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.

19. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or

repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

20. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

22. Anti- Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

23. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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 AT (407) 566-1935, OR BY EMAIL AT MICHAEL.PEREZ@INFRAMARK.COM, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FL 34747

24. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
25. **Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
26. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
27. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
28. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
29. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
30. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
31. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
32. **Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

a. If to Contractor: NAME Brightview Landscape Services, Inc.

ADDRESS 103 W 7th Street, Orlando FL, 32824

ADDRESS

b. If to District: Overoaks Community Development District
c/o Inframark
313 Campus Street, Celebration, FL 34747

33. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

34. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

COMPANY NAME

**Overoaks
Community Development District**



Brightview Landscape Services, Inc.

Name: David Lewis

Title: SVP

Name: _____

Title: Chair/Vice Chair, Board of Supervisors

Exhibit A: Scope of Services

Exhibit B: Contractor's Bid Form

Exhibit C: Maintenance Map

Weekly Landscaping Maintenance Report for the Overoaks Community Development District

Date of maintenance visit: _____ Supervisor: _____

Listing of problems and locations (include color pictures and addresses or intersections):

1. Insect and plants: _____

2. Disease and plants: _____

3. Nutrient problems and plants: _____

4. Dry plants: _____

5. Wet plants: _____

6. Dead plants removed: _____

7. Tree service work needed: _____

8. Irrigation damage and repairs: _____

Extra work performed:

1. Number of workers: _____
2. Their title(s): _____
3. Hours per worker: _____
4. Description of work performed: _____

List of any items the District needs to know of or any extra work that is recommended to be performed outside of the scope of the Agreement (include estimate of time to perform the work). _____

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

*[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]
Overoaks Community Development District*

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

Name of Proposer: Austin Israel

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the “Scrutinized Companies that Boycott Israel List” nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida’s E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Overoaks Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

David Lyons

Signature of Authorized Signatory of Proposer

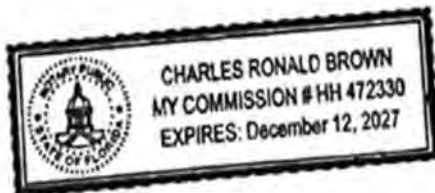
Sworn before me on this _____ day of _____, 2025

C. Ronald Brown

Notary Public Signature

C. Ronald Brown

Notary Stamp








Overoaks Landscape RFP 2 (003)

Final Audit Report

2025-09-18

Created:	2025-09-18
By:	Austin Israel (austin.israel@brightview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJE1jBdIO59Hi6z1rdaYElpcA9O-5qILr

"Overoaks Landscape RFP 2 (003)" History

-  Document created by Austin Israel (austin.israel@brightview.com)
2025-09-18 - 7:45:55 PM GMT
-  Document emailed to Dave Lewis (david.lewis@brightview.com) for signature
2025-09-18 - 7:47:43 PM GMT
-  Email viewed by Dave Lewis (david.lewis@brightview.com)
2025-09-18 - 7:51:00 PM GMT
-  Document e-signed by Dave Lewis (david.lewis@brightview.com)
Signature Date: 2025-09-18 - 7:51:52 PM GMT - Time Source: server
-  Agreement completed.
2025-09-18 - 7:51:52 PM GMT

BrightView`s Green Initiatives

Key Goals from 2024 & 2025 Corporate Responsibility Reports

1. Carbon Neutrality by 2035

- BrightView has reaffirmed its long-term goal: reducing carbon emissions by 90% and achieving carbon neutrality by **2035**.

2. Fleet and Equipment Electrification Targets

- **By 2025**, BrightView aims to replace approximately **35,000 gas-powered (2-cycle) landscaping tools** with rechargeable versions—halving its carbon footprint.
- As of **Fiscal Year 2023**, progress includes:
 - **17%** of vehicles are now hybrid or electric.
 - Deployment of **480 battery-powered handheld units**, **200 electric/hybrid vehicles**, and **80 electric mowers**.

3. Greenhouse Gas Emissions Tracking

- In its **2024 report**, BrightView established a baseline inventory of **Scope 1 and Scope 2 GHG emissions**, an essential foundation for future reduction tracking.

4. Ecosystem Restoration via Tree Planting

- While specific targets aren't detailed in the latest reports, BrightView continues its partnership with the Arbor Day Foundation. Previously, in 2022, the company planted nearly **300,000 trees**, demonstrating its commitment to ecosystem health and carbon sequestration.

5. Social & Community Responsibility Goals

- BrightView is strengthening its efforts in employee well-being and community engagement:
 - Over **\$160,000** raised through the **BrightView Landscapes Foundation** to assist team members in critical situations.
 - Team members contributed **more than 550 volunteer hours** via the Volunteer Time Off program.
- Workforce safety remains a priority, with injury rates consistently **below the industry average**. Leadership diversity metrics are also being tracked and improved.

6. Governance Enhancements

- By Fiscal 2023, **9 of 10 Board members** were independent with tenure of under five years—highlighting a governance structure aimed at balance and fresh perspectives.
- BrightView aligns its ESG initiatives with global frameworks, including the **UN Sustainable Development Goals (SDGs)** and **SASB standards**.

Summary Table: Recent Goals & Achievements

Focus Area	Recent Progress & Goals
Carbon Neutrality	Target: Carbon neutral by 2035 , including a 90% cut in emissions.
Electrification	Replace 35,000 gas tools by 2025 ; current FY23 status: 17% electric/hybrid vehicles; new deployments of equipment.
GHG Tracking	Established baseline for Scope 1 & 2 emissions in FY23.
Tree Planting	Continue collaboration with Arbor Day Foundation; previously planted ~300K trees in 2022.
Social Impact	Raised over \$160K for team members; logged 550+ volunteer hours ; maintained low injury rates and enhanced workforce diversity.
Governance	Strong board independence (9 of 10 members); alignment with UN SDGs and SASB for ESG reporting.

In essence:

BrightView's **most recent sustainability goals** are firmly grounded in measurable progress and accountability. Their roadmap includes:

- Electrifying tools and fleet,
- Tracking emissions,
- Advancing ecosystem initiatives,
- Elevating workplace safety and social impact,
- And aligning governance with global reporting standards.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
08/06/2025

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

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

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:															
INSURED Brightview Landscape Services, Inc. Location #34520 103 West 7th Street Orlando FL 32824 USA		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C: Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C: Everest Indemnity Insurance Company	10851	INSURER D:		INSURER E:		INSURER F:	
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INSURER A: ACE American Insurance Company	22667																
INSURER B: American Guarantee & Liability Ins Co	26247																
INSURER C: Everest Indemnity Insurance Company	10851																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 570114847114 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	XSLG47317551 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H10719999	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION	Y	Y	ZAU508596820 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLRC72633660 WC - AOS SCFC72633702 WC - WI	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
C	Excess Auto Liability Coverage			XC5BF00001-241	10/01/2024	10/01/2027	Each Occurrence \$5,000,000

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

Randal Park Community Development District is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. A waiver of Subrogation is granted in favor of Randal Park Community Development District in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and workers' Compensation policies.

CERTIFICATE HOLDER

Randal Park Community Development District
 Attn: District Manager
 219 East Livingston St.
 Orlando FL 32801 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

570114847114

Certificate No :

POLICY NUMBER: XSL G47317551 001

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: XSL G47317551 001

Endorsement Number: TBD

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:XSL G47317551 001

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured BrightView Landscapes, LLC			Endorsement Number TBD
Policy Symbol ISA	Policy Number H10719999	Policy Period 10/01/2024 TO 10/01/2025	Effective Date of Endorsement 10/01/2024
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured BrightView Landscapes, LLC			Endorsement Number TBD
Policy Symbol ISA	Policy Number H10719999	Policy Period 10/01/2024 TO 10/01/2025	Effective Date of Endorsement 10/01/2024
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BRIGHTVIEW LANDSCAPES, LLC 980 JOLLY RD. BLUE BELL PA 19422	Endorsement Number Policy Number Symbol: WLR Number: C72633660
Policy Period 10-01-2024 TO 10-01-2025	Effective Date of Endorsement 10-01-2024
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

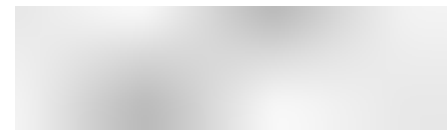
ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent



PROFESSIONAL SUMMARY

Experienced Horticulturist with over 21 years in the green industry, specializing in landscape agronomics, employee training, regulatory compliance, and client engagement. Proven track record in developing region-wide agronomic programs, delivering CEU-certified educational content, and leveraging technology to enhance operational efficiency and data management. Adept at diagnosing plant health issues, guiding product selection, and ensuring compliance with FDACS, FIFRA, and local regulations. Recognized for a collaborative approach and ability to translate complex horticultural science into practical, results-driven solutions.

EDUCATION

Bachelor of Science in Horticulture
Colorado State University, Fort Collins, CO

December 2003

EXPERIENCE

Regional Horticulturist | BrightView Landscape Services, Inc. |
Orlando, FL

June 2022 – Current

- Designed and delivered educational content for internal staff and client engagement, including CEU-accredited courses for Community Association Managers.
- Developed and maintained customized agronomic programs for 18 Florida branches, spanning from Orlando to the Florida Keys.
- Conducted plant health diagnostics and implemented science-based solutions to correct deficiencies and improve landscape performance.
- Partnered with manufacturers to design and trial customized application equipment, enhancing operational efficiency and product delivery.
- Led field trials of pest control products and slow-release fertilizers to evaluate efficacy and cost-effectiveness, informing program development.
- Created internal training resources to standardize best practices.
- Supported business development by assisting the sales team with client proposals, contract scopes, and technical presentations.
- Ensured regulatory compliance with FDACS, FIFRA, and local ordinances related to pesticide and fertilizer use.
- Served as a technical resource to internal branches, existing clients, and prospective clients, delivering horticultural expertise across diverse landscapes.

Director of Agronomy | Juniper Landscaping of Florida, Inc. |
Orlando, FL

July 2020 – June 2022

- Develop educational materials for internal training: factsheets, training videos, and PowerPoint presentations
- Implement fillcalculator.com app to assist technicians with proper calibration, mixing of products, data analysis, and reporting
- Assist sales team with new client bids, contract scope, and sales presentations
- Responsible for creating agronomic programs for 14 branch locations in Florida
- Ensure regulatory compliance with FDACS, FIFRA, and local regulations regarding pesticide and fertilizer applications

Director of Technical Services | BrightView Landscape Services, Inc. | April 2011 – July 2020
Orlando, FL

- Developed educational materials for internal training and client communication, including Community Association Manager CEU courses
- Provided support to coworkers and clients with horticultural issues
- Created agronomic programs for 36 branch locations in Florida
- Collaborated with national technical team on implementation of agronomic programs and safety protocols
- Designed and manufactured customized application equipment
- Performed trials of control products and fertilizer slow-release technologies to develop effective and cost-efficient agronomic programs

CERTIFICATIONS AND LICENSES

Florida Certified Pest Control Operator JF200907	2013
Florida Limited Urban Landscape Commercial Fertilizer LF217241	2014
ISA Certified Arborist FL-9799A	2020
ISA Tree Risk Assessment Qualification	2025
ISA Prescription Pruning Qualification	2025
Commercial Pesticide Applicator CM27622: Aquatic, Natural Areas, Right of Way	2022
FNGLA Florida Certified Horticulture Professional	2023
SUAS Part 107 Commercial Drone Operator License	2023

MEMBERSHIPS

Florida Turfgrass Association – Board of Directors
 International Society of Arboriculture

Michael Provencher

4153 Longbow Drive Clermont, FL 34711 | 407-496-8074 | mprovencher79@gmail.com

Education

ASSOCIATE OF SCIENCE | MAY 2002 | LAKE CITY COMMUNITY COLLEGE

- Primary: Landscape Maintenance
- Certificate of Irrigation Management

Credentials

ISA Certified Arborist – FL5424A

ISA TRAQ - Tree Risk Assessment Qualified

FL ISA Prescription Pruning Qualification – PRESCRIBER

Experience

TREE CARE MANAGER: BRIGHTVIEW LANDSCAPE SERVICES

May 2022 – PRESENT

- Manage sales team to meet monthly budgets through maintenance clients and outside sales
- Monitor expenses while prioritizing machinery repairs and tools necessary for daily operations and safety programs

SALES ARBORIST: DAVEY TREE

September 2019 – May 2022

- Generate profitable sales for the territory and develop new business relationships
- Follow up with clients and manage accounts
- Coordinate scheduling of crews and equipment
- Write technical reports and perform tree risk assessments

OPERATIONS AND SALES MANAGER: ENVIRO TREE SERVICE, LLC

October 2013 - September 2019

- Produced sales with current and potential clients in residential and commercial tree care
- Managed a book of business in excess of \$3 million dollars in annual sales for consecutive years
- Oversaw crew scheduling and equipment organization for 60+ workers
- Client interaction to sell, manage, and perform quality control for work completed
- Worked with owner to forecast yearly budgets for upcoming equipment needs to perform services safely and more efficiently

OPERATIONS MANAGER: ALL CARE TREE SURGERY, LLC

November 2008 – September 2013

- Doubled sales to over \$2 million dollars by cultivating new and existing sales portfolio
- Expanded Plant Health Care segment of business by using low impact and more effective means of application and care
- Promoted long term and annual tree trimming contracts with clients for increased property exposure with preventative maintenance mindset versus reactive culture of local area

Carlos David Rosario

📍 10764 Satinwood Circle, Orlando, FL 32825
📞 (860) 394-0457 | ✉ carlirosario451982@gmail.com

🌿 Professional Summary

Skilled and dependable landscaping professional with over 25 years of experience in landscape maintenance, mowing, and groundskeeping. Adept at operating landscaping equipment, performing seasonal maintenance, and working independently or as part of a team. Committed to high standards of safety, efficiency, and delivering clean, attractive outdoor spaces.

📁 Work Experience**BrightView Landscaping** — *Senior Landscape Crew Member*

📍 Orlando, FL | 📅 2023 – 2025

- Led daily landscaping tasks including mowing, edging, pruning, and mulching for commercial properties.
 - Operated heavy-duty equipment such as zero-turn mowers, weed trimmers, and blowers.
 - Collaborated with team members to complete large-scale landscaping projects efficiently.
 - Ensured compliance with safety procedures and site cleanliness standards.
-

PMC Landscaping — *Landscaper / Mower*

📍 Hartford, CT | 📅 2018 – 2022

- Maintained lawns, trimmed hedges, and performed general groundskeeping tasks.
 - Responsible for operating sit-down mowers and handheld landscaping tools.
 - Managed seasonal cleanup jobs including leaf removal and snow prep.
 - Provided maintenance for both residential and light commercial properties.
-

Retro Landscaping — *Landscape Technician*

📍 Orlando, FL | 📅 2010 – 2018

- Worked as part of a landscaping crew performing lawn care and plant installation.
- Conducted irrigation checks and supported system installations.
- Installed sod, shrubs, and annuals in residential and HOA properties.
- Maintained accurate records of completed tasks and equipment usage.

D&F Landscaping — *Grounds Maintenance Worker*

 Orlando, FL |  2000 – 2010

- Performed basic landscaping duties including mowing, weeding, and mulching.
- Assisted with planting and transplanting of trees and bushes.
- Gained foundational experience with landscape design layouts and basic hardscape prep.
- Followed supervisors' directions to complete scheduled routes efficiently.

 **Skills**

- Mowing & Grounds Maintenance
- Equipment Operation (Mowers, Blowers, Trimmers)
- Sod & Plant Installation
- Irrigation Support
- Mulching & Seasonal Cleanup
- Landscape Crew Collaboration
- Safety Awareness
- Customer Service

David J. Spinabella

15407 Murcott Blossom Blvd.

Winter Garden, FL 34787

(407) 408-4011 – dspinabella@outlook.com

Professional Experience

Down To Earth Landscaping, Orlando, FL

Project Manager

Aug 2022-Present

- Lead several crews in irrigation and landscape
- Help crews with irrigation and landscape plans
- Proficient with Aspire, One Note, One Drive and Teams
- Build relationships with Clients and discuss how the job is going
- Schedule plants and material for jobs
- Input crews times into Aspire
- Responsible for times being met on my jobs

Walt Disney World Resort, Lake Buena Vista, FL

Plan Work Specialist Horticulture

Jan 2020-Aug

2022

- Oversee mowing, shrub and annual contractor crews across Walt Disney World roadways
- Assist whenever additional help is needed to make sure deadlines are met
- Assign work that needs to be completed
- Build relationships with other area managers
- Schedule and organize meetings for special projects

Reedy Creek-Drainage

Sept 2008 – Jan 2020

- Moved heavy equipment by way of specialized training, safety and certifications
- Partnered with other team members to assist and repair roads and various other safety concerns
- Well versed in various types of sod and water pumps including french drains
- Proficient in Microsoft Word, Outlook, Excel, Power Point, and One Note
- Collaborated with cast and third party vendors on a daily basis to accomplish a seamless show
- Assisted with sign crew by placing necessary signage throughout The Walt Disney property and surrounding areas

Horticulture/Landscaping

Nov 1996 – Sept

2008

- Assigned to Various Walt Disney World resorts, theme parks, and golf courses
- Experienced in shrub, bedding, fertilization, watering, plant and turf maintenance
- Mowed, edged, planted, seeded, raked, and removed weeds
- Oversaw other cast members and crew when leading as a foreman for my team
- Responsible for meeting deadlines and able to work with a flexible schedule
- Assisted the irrigation crew with repairs and preventative maintenance with irrigation equipment

- Repaired bunkers, aerated fairways and greens, assisted in irrigation repairs and set up tee box markers

Formal Education

2004	Seminole Community College Lake Mary, FL	June 2004 – Dec
	Police Academy, Certificate of Completion	
	South Lake High School Clermont, FL	Aug 1991 – May
	1995	
	College Prep Diploma	

Certifications and Training

- Fall protection certified
- AWP certified
- MOT certified
- Stormwater operator-Level 1 certified
- Basic Rigger certified
- Confined space certified
- PIT certified
- Skytrak
- Sand pro bunker raker
- Backhoe
- Front end loader
- Knuckle boom and High reach
- Skid loader
- Bucket truck
- Forklift

7508 Saguaro St.
Orlando, FL 32807
407-468-9492
felixaastacio@gmail.com

Felix A. Astacio

I am an experienced landscaping worker who has developed a strong attention to detail, good communication skills and fast learner. I am excellent at working under pressure and flexible working with others.

EXPERIENCE

United Land Services, Orlando, FL — *Maintenance Member*

Sep 2024 - Feb 2025

Safely perform heavy lifting/pushing/pulling of various maintenance equipment and materials, including, but not limited to backpack blowers, large containers of mulch/plant material, various sizes of lawn mowers, etc. Safely operate hand and power equipment, including but not limited to manual and gas-powered equipment, hand saw, edgers, line trimmers, hedge trimmers, shears, hand pruners, backpack blowers, etc. Leverage of a walk behind a mower over curbs. Lift branches and limbs. Walk various miles daily, sometimes uphill and on uneven terrain, often while carrying, pushing, or pulling equipment, materials, or debris.

Juniper Landscaping, Orlando, FL — *Crew Member Maintenance*

JAN 2023 - NOV 2023

Safely perform heavy lifting/pushing/pulling of various maintenance equipment and materials, including, but not limited to backpack blowers, large containers of mulch/plant material, various sizes of lawn mowers, etc. Installing mulch. Irrigation/sprinkler installation. Digging trenches and holes. Preparing soil areas for plantings. Hand-watering. Move soil, equipment and materials. Using hand tools, power tools and/or equipment to perform landscape duties. Performing miscellaneous job-related duties as assigned.

EDUCATION

Superior Vocacional Tecnologica de Humacao, Humacao, PR — *Diesel Mechanic /High School Degree*

MAY 1999

Diesel Mechanic and High School Degree

SKILLS

Landscape installation experience.

Able and willing to work for long periods of time outside (in extreme temperatures and direct sunlight).

Able and willing to bend, stoop, and twist repeatedly throughout the day.

Able to use hand tools and power equipment.

Able to lift and carry up to 50 lbs.

Jaydin Castro

📍 3316 Semoran Blvd, Orlando, FL 32822
📞 (407) 726-2523 | ✉ aires20221027@gmail.com

 Work Experience**BrightView Landscaping** — *Senior Landscape Technician*

📍 Orlando, FL | 📅 2023 – 2025

- Performed and supervised detailed landscape maintenance for commercial and HOA properties.
 - Operated heavy landscaping equipment including zero-turn mowers, trimmers, edgers, and blowers.
 - Installed new sod, plants, and irrigation systems per client specifications.
 - Assisted in training new crew members and ensured safety compliance on job sites.
-

Sky Blue Landscape — *Landscaper*

📍 Orlando, FL | 📅 2021 – 2023

- Maintained lawns, garden beds, and shrubbery for residential clients.
 - Performed seasonal cleanup, mulching, and plant replacement.
 - Operated a variety of landscaping tools and machinery.
 - Delivered excellent service with attention to detail and property care.
-

Yellowstone Landscaping — *Grounds Maintenance Crew Member*

📍 Orlando, FL | 📅 2010 – 2021

- Provided comprehensive groundskeeping services for retail centers and office complexes.
 - Assisted with hardscape installations including walkways and retaining walls.
 - Applied fertilizers, pesticides, and herbicides according to seasonal needs.
-

Legacy Landscaping — *Landscape Laborer*

📍 Orlando, FL | 📅 2000 – 2010

- Performed general landscaping tasks such as mowing, edging, pruning, and planting.
- Assisted with irrigation system installations and minor repairs.

- Participated in landscape renovations and site prep for new developments.
 - Developed strong foundational skills in plant care and lawn maintenance.
-

Skills

- Lawn & Garden Maintenance
- Commercial Equipment Operation
- Planting, Mulching & Trimming
- Irrigation Installation & Troubleshooting
- Seasonal Landscape Care
- Safety Protocols & Equipment Handling
- Crew Collaboration
- Hardscaping Support

JULIEN CAPERS



407-361-2057



Paidinfull19962007@gmail.com



Orlando, Florida

PROFESSIONAL EXPERIENCE

Orlando, Florida
Jun 2012 - Aug 2014

Landscape Technician

- **Comprehensive Landscape Management:** Delivered exceptional landscape maintenance services for a diverse portfolio of residential and commercial clients, ensuring pristine outdoor environments through an array of tasks including meticulous mowing, weeding, fertilization, and planting.
- **Irrigation System Oversight:** Skillfully managed the installation, maintenance, and troubleshooting of irrigation systems, optimizing water efficiency and ensuring sustainable landscape health across various properties.
- **Expert Equipment Operation:** Proficiently operated a wide range of advanced landscaping machinery including lawn mowers, trimmers, leaf blowers, and power tools, ensuring safety and efficiency in all tasks while enhancing overall landscape aesthetics.
- **Seasonal Landscape Enhancements:** Implemented seasonal planting strategies and design improvements, contributing to the visual appeal and ecological health of client properties, while staying attuned to horticultural best practices.
- **Client Collaboration and Consultation:** Engaged with clients to assess their landscaping needs and expectations, providing expert recommendations and tailored solutions to enhance their outdoor spaces.
- **Health and Safety Compliance:** Adhered to all health and safety regulations while handling landscaping materials and equipment, fostering a safe working environment for both team members and clients.

Quality Labor Management
Orlando, FL
Oct 2012 - Aug 2015

Infrastructure Development Technician

- **Advanced Carpentry and Welding Expertise:** Mastered the art of carpentry and welding, applying precision techniques to construct and assemble infrastructure components, ensuring durability and structural integrity.

- **Equipment Operation Proficiency:** Skillfully operated a variety of specialized construction equipment, including sled hammers and shovels, to enhance project efficiency and deliver superior workmanship in both residential and commercial endeavors.
- **Material Management Excellence:** Expertly managed the logistics of material handling, encompassing loading, unloading, measuring, and cutting materials with meticulous attention to detail, contributing to seamless workflow and project advancement.
- **Safety Compliance and Best Practices:** Adhered to all safety regulations and compliance protocols, fostering a safe working environment while actively collaborating with colleagues and supervisors to uphold best practices in construction safety.
- **Problem-Solving and Time Management:** Demonstrated exceptional problem-solving abilities and time management skills, effectively prioritizing tasks and maintaining composure under pressure to meet project deadlines and operational objectives.
- **Drywall Installation and Production Excellence:** Assisted in the installation of drywall panels with precision, consistently surpassing production targets while ensuring high-quality finishes that enhance aesthetic and functional aspects of the built environment.
- **Site Preparation and Maintenance:** Proactively cleared debris and meticulously prepared construction sites, ensuring optimal safety and operational efficiency at all times, thereby contributing to a productive working atmosphere.
- **Client Relations and Customer Service:** Delivered outstanding customer service by attentively addressing client concerns, fostering positive relationships, and ensuring overall satisfaction with project outcomes.

State of Florida
Malone, FL
2020 - 2024

Environmental Services Specialist

- **Facility Integrity and Climatic Control:** Expertly maintained the dormitory building to ensure a pristine and orderly environment, while diligently operating and monitoring heating, ventilation, and air conditioning (HVAC) systems—including furnaces, air conditioners, and boilers—to provide ideal climatic conditions for residents.
- **Preventive and Responsive Maintenance:** Executed a wide range of routine maintenance operations, encompassing minor painting, plumbing, and electrical repairs with precision and skill. Proficiently utilized hand tools to address infrastructure issues, significantly contributing to the operational efficiency and safety of the facility.
- **Proactive Communication and Reporting:** Acted as a vital liaison between maintenance operations and security personnel, promptly notifying officers of any critical repair needs or enhancements required for lighting, heating, and ventilation systems, fostering an environment of safety and proactive care.
- **Comprehensive Cleaning and Disinfection:** Conducted meticulous cleaning and maintenance practices daily, including sweeping, mopping, vacuuming, and dusting, ensuring the highest standards of cleanliness and sanitation throughout the facility. Regularly performed disinfection of restrooms and communal areas, enhancing the health and safety of inmates and staff.

- **Waste Management and Compliance:** Managed waste disposal operations in strict accordance with organizational policies and environmental regulations, promoting sustainable practices within the facility and ensuring a clean and safe environment.
- **Collaborative Workflow Optimization:** Worked collaboratively with fellow team members to design and implement strategic cleaning schedules, optimizing workflow processes and improving overall maintenance efficiency, contributing to a positive and orderly living environment.

EDUCATION

Florida Department of Education
Apr 2025

General Educational Development Certificate

SKILLS

Carpentry & Welding: Proficient in advanced carpentry techniques and welding processes, delivering high-quality craftsmanship.

Operational Efficiency: Skilled in the operation of construction machinery, optimizing site productivity.

Material Logistics: Expertise in precise material handling, measurement, and preparation, ensuring accuracy in projects.

Safety Compliance: Committed to maintaining safety standards and promoting a secure work environment.

Problem Solving: Strong analytical abilities to address challenges effectively and efficiently.

Client Relations: Exceptional interpersonal skills, providing outstanding customer service and fostering positive client relationships.

3204 Wallington Dr, Orlando, United States, 32810
kbrmkj05@gmail.com
3219885695

KALYNN ANDERSON

PROFESSIONAL SUMMARY

Security Officer with 8+ years of experience in ensuring safety and compliance in healthcare and municipal environments. Demonstrates strong analytical skills in identifying security patterns and developing effective protocols, leading to enhanced safety and operational efficiency. Adept at collaborating with law enforcement and cross-functional teams to achieve timely resolutions and foster a culture of safety and teamwork.

EMPLOYMENT HISTORY

DIC 2021 - PRESENT

Hospital Security Officer, Adventhealth, Orlando FL

- Fostered a safe environment by monitoring entrances and exits, ensuring swift response to incidents and enhancing overall patient and staff security.
- Implemented security protocols that led to noticeable reductions in unauthorized access, safeguarding sensitive areas and reinforcing trust.
- Coordinated with local law enforcement during emergencies, facilitating effective communication and ensuring timely resolutions to security threats.
- Analyzed incident reports to identify patterns, leading to the development of targeted training programs that significantly improved staff awareness.

JAN 2023 - DEC 2023

Facilities Engineer, Adventhealth, Orlando

- Implemented energy-efficient systems, resulting in reduced operational costs and enhanced sustainability across facility operations.
- Conducted thorough assessments of facility infrastructure, identifying critical upgrades that led to significant improvements in overall safety and compliance.
- Collaborated with cross-functional teams to streamline maintenance workflows, achieving noticeable improvements in response times and operational efficiency.
- Maintained comprehensive records of maintenance activities and equipment performance, ensuring adherence to regulatory standards and fostering transparency.
- Demonstrated strong communication skills while mentoring junior engineers, fostering a culture of teamwork and continuous learning within the department.

JUN 2021 - JAN 2023

Groundsman/Landscaper, City of Winter Park, Winter Park FL

- Conducted regular inspections of equipment and tools, ensuring operational efficiency and minimizing downtime.
- Worked closely with team members to plan and implement seasonal planting, resulting in vibrant and sustainable landscapes.
- Assisted in training new staff on best practices for landscaping, fostering a culture of safety and teamwork.
- Monitored plant health and soil conditions, applying appropriate treatments to achieve noticeable improvements in growth and aesthetics.

MAR 2017 - APR 2021

Landscaper/Foreman, Right Choice Landscaping, Orlando FL

- Led a team in executing complex landscaping projects, achieving timely completion and enhancing client satisfaction through quality workmanship.
- Coordinated with clients to develop tailored landscaping designs, fostering strong relationships and ensuring alignment with customer visions.
- Maintained accurate records of project progress and resource allocation, facilitating effective project management and minimizing delays.
- Implemented eco-friendly landscaping practices, promoting sustainability and attracting environmentally conscious clients.
- Trained new team members in landscaping techniques and safety protocols, nurturing a culture of growth and collaboration.

EDUCATION

AUG 2010 - JUN 2014

Diploma, Dr. Phillips High School, Orlando FL

Graduated with an Honors High School Diploma

AUG 2016 - DEC 2016

Associate in Science Homeland Security, Valencia College, Orlando

Did not graduate but obtained 53 credit hours.

Marcus Johnson

📍 7292 Balboa Drive, Orlando, FL 32818
📞 (407) 860-2348 | ✉️ scooby9927@gmail.com

 **Professional Summary**

Reliable and hardworking landscape technician with over 16 years of experience in commercial and residential landscaping. Skilled in the safe operation of mowing equipment, plant care, landscape installation, and grounds maintenance. Proven ability to work effectively in teams, meet tight deadlines, and consistently deliver high-quality outdoor environments.

 **Work Experience****BrightView Landscaping** — *Landscape Crew Member*

📍 Orlando, FL | 📅 2022 – 2025

- Performed routine landscape maintenance on commercial and high-end residential properties.
 - Operated sit-down mowers, blowers, trimmers, and edgers to maintain lawns and green spaces.
 - Installed sod, trees, shrubs, and seasonal flowers according to landscaping designs.
 - Assisted in irrigation checks and minor system repairs.
 - Maintained worksite cleanliness and followed all safety procedures.
-

Yellowstone Landscaping — *Landscape Laborer*

📍 Orlando, FL | 📅 2016 – 2022


- Trimmed hedges, trees, and ground cover to maintain a neat appearance.
 - Applied mulch, fertilizers, and pest control treatments as directed.
 - Participated in landscape installation projects, including retaining walls and flowerbeds.
 - Operated various landscaping tools and machinery safely.
 - Responded to client feedback and ensured job sites were left clean and professionally finished.
-

Down to Earth Landscaping — *Grounds Maintenance Worker*

📍 Orlando, FL | 📅 2011 – 2016

- Maintained lawns and garden areas through mowing, edging, and watering.
 - Removed weeds, trimmed trees, and applied seasonal landscaping treatments.
 - Planted new greenery according to seasonal schedules and customer requests.
 - Worked with a crew to complete weekly service schedules and handle last-minute job requests.
-

S and B Lawn Service — *Landscape Laborer*

 Orlando, FL |  **2009 – 2011 and Aug 2024 – June 2025 (Rejoined)**

- Operated sit-down mower, weed eater, edger, and blower.
 - Pulled old plants and prepared garden beds for new installations.
 - Picked up trash and cleared debris from work areas.
 - Helped with planting and mulching on residential landscaping projects.
-

Skills

- Lawn Maintenance & Equipment Operation
 - Edging, Trimming & Blowing
 - Planting & Mulching
 - Irrigation Support
 - Weed & Pest Control
 - Job Site Clean-Up
 - Team Collaboration
 - Time Management
 - Safety Compliance
-

Matthew Brabham

General Manager Massey Services

204 Pheasant Run Ct
Longwood, FL 32779
(561) 324-6214
matthewrbrabham@gmail.com

Looking for an opportunity in the Lawn/Landscaping industry where I can utilize my customer service experience from my time in hospitality to foster relationships, contribute and grow the business, and curate a career. I am hard-working, loyal, dedicated, and take pride with any work I do.

EXPERIENCE

Massey Services

January 2021-June 2025

- Sales Inspector (01/2021-09/2021) - responsible for meeting potential customers, inspecting properties to find needs, proposing solutions, and enrolling in Massey programs. Networking with current and new customers to continue to grow business.
- Lawn Specialist (09/2021-04/2022)- responsible for servicing customers within a route according to the agronomic program. Communicating with customers regarding issues diagnosed on property, and utilize knowledge to treat all issues found.
- Service Manager (04/2022-08/2024) - responsible for completing all work for the service center. Assigning daily work for 5 specialists and adjusting daily to ensure all customers are taken care of. Resolving any customer issues, inspecting and diagnosing issues on properties, instilling and following up on action plans to keep customers happy and retain customer base. Additionally, completed production as needed. Well versed in diagnosing and repairing residential irrigation systems.
- General Manager (08/2024-06/2025) - responsible for leading the branch. Managing Sales Inspectors to effectively prospect new customers and grow the business. Work with service department to ensure production is being completed, and assist with customer complaints to retain customer base. Create budgets with Regional Manager, manage expenses and achieve standards to grow the business.

SKILLS

Communication

Training and Development

Time Management

Leadership

RFRG, Orlando, FL — Regional Manager

MONTH 2006 -2021

- Hourly Employee 2006-2008 - complete all tasks assigned during shift. Maintain customer service.
- Shift Supervisor 2008-2012 - manage shift of 4-6 employees, responsible for cash handling EOD, batching credit cards, and making bank deposits.
- Assistant Manager 2012-2014 - work with shift supervisors to manage labor and food cost budget, ensure daily checklists were completed, ensure safe food handling practices were followed daily.
- General Manager 2014-2018 - managed location of 15-20 employees, complete inventory weekly, utilize par levels and sales projections to complete orders. Manage team to hit desired labor

budget. Network within the community to grow customers, set up fundraisers once a month with local partners. Interview, hire, train new team members to maintain staffing levels. Ensure customer complaints are handled timely, with positive outcomes.

- Area Manager 2018-2019 – responsible for managing 4 locations. Review labor and food cost budgets with General Managers to ensure standards are met. Work with General Managers to ensure food safety compliance is being met daily, audit locations to ensure brand standards are being enforced. Constantly training to build a bench for future management.
- Regional Manager 2019-2021 – Responsible for managing 15 locations. Worked with Area Managers and GM's to hit Food Cost and Labor goals. Perform routine audits within locations to ensure brand standards, food safety, food quality, and customer service standards were achieved. Met with other local franchisees to discuss marketing strategies and budgets for the quarter. Work with local partners to grow brand awareness and increase customers. Work with the General Contractor and ensure new restaurant projects stay on schedule.

EDUCATION

University of Central Florida, Orlando, FL — B.A. *Political Science*

2006-2012

.

CERTIFICATIONS

Certified Lawn & Ornamental Operator – 01/2025

Osvaldo Cruz ortiz

Orlando, FL 32822

osvaldo1997gt@gmail.com

+1 939 865 5855

Work Experience

Production Manager

Dragonfly pond works-Orlando, FL

October 2024 to July 2025

- Developed and maintained strong relationships with clients.
- Served as the main point of contact for all client inquiries and issue resolution.
- Led a team of 6-8 employees, providing guidance and support to ensure efficient operations.
- Managed daily operations, including scheduling, inventory management, and customer service.
- Maintained high standards of quality control to ensure customer satisfaction.
- Created and maintained budgets, monitoring expenses to meet financial targets.
- Oversaw the hiring process, conducting interviews and making hiring decisions based on qualifications and fit with company policy.
- Provided ongoing coaching and mentoring to team members, supporting their professional development.
- Resolved customer complaints or issues promptly while maintaining a positive attitude & professionalism.

Foreman

The Lewis Group-Orlando, FL

2023 to 2024

- Led a team of 5 crew members in daily operations, ensuring adherence to project timelines and quality standards
- Coordinated work assignments and schedules for crew members, optimizing productivity and efficiency
- Trained new crew members on job responsibilities, safety protocols, and company policies
- Monitored work progress and provided guidance to ensure tasks were completed accurately and within deadlines
- Implemented effective communication channels between crew members, management, and other stakeholders
- Maintained accurate records of materials used, equipment maintenance logs, and daily production reports
- Ensured compliance with all safety regulations by conducting regular inspections and enforcing proper use of personal protective equipment (PPE)
- Managed inventory levels of tools, equipment, and supplies needed for daily operations
- Resolved conflicts or issues among crew members promptly to maintain a positive working environment

Foreman/Supervisor

Landcare-Orlando, FL

May 2022 to September 2022

Training new hires, mowing (zero turn, walk-behind, standup) machines, edge, trimming, spray, weedeater, driving with trailer, blowing, pruning, fertilizers

Account Manager

Brightview-Orlando, FL

June 2017 to April 2022

- Supervised a team of 6 lawn maintenance technicians, ensuring efficient and timely completion of all tasks
- Implemented a new scheduling system that optimized routes and reduced travel time
- Developed and implemented training programs for new hires to ensure they were knowledgeable about proper lawn care techniques
- Collaborated with clients to develop customized lawn care plans based on their specific needs and preferences
- Conducted regular inspections to identify any issues or areas requiring additional attention
- Monitored inventory levels of supplies and equipment, placing orders as needed to maintain adequate stock levels
- Trained team members on proper handling and disposal procedures for hazardous materials
- Mentored junior staff members in developing their skills in lawn maintenance techniques
- Served as the main point of contact for all client inquiries and issue resolution

Automotive Technician

Mundo auto SG-Mayagüez, PR

March 2013 to February 2017

Car detailing exterior and interior, vacuum, shampoo, ceramic coating, polishing, paint correction, car wash & clay, using high-quality products, general maintenance, oil changes, brakes, fluids, suspension, spark plugs, check engine codes, replacement of parts.

Education

Associated in Agronomy

UPRM-Puerto Rico

August 2013 to April 2015

High school diploma

Jose Gautier Benitez-Mayagüez, PR

January 2011 to May 2013

Skills

- Vehicle Maintenance
- Detailing
- Computer skills (4 years)
- Brake Repair
- Mechanic Experience
- Irrigation
- Car Wash
- Oil Change
- Bilingual English & Spanish
- Delivery Driver Experience

- Supervising experience
- Mechanical Knowledge
- Dealership experience
- Landscaping (7 years)
- Leadership
- Management (4 years)
- Mowing (7 years)
- Automotive Repair
- Interpersonal skills (6 years)
- Route driving (7 years)
- Lawn Care

Languages

- English-spanish - Fluent

Certifications and Licenses

Driver's License

Driver's License

June 2015 to March 2027

Ricky Hendershot

📍 7102 International Drive, Orlando, FL 32809
📞 (386) 216-0178 | ✉️ rickyhendershot@gmail.com

👛 Work Experience**BrightView Landscaping** — *Senior Landscape Technician*

📍 Orlando, FL | 📅 2024 – 2025

- Led teams on large-scale commercial landscaping projects including planting, mulching, and hardscaping.
 - Maintained lawns, trees, and shrubs through regular mowing, trimming, and fertilization.
 - Operated and maintained commercial-grade landscaping equipment.
 - Ensured compliance with safety standards and client specifications.
-

Dreway Lawn Services — *Landscaper*

📍 Orlando, FL | 📅 2021 – 2024

- Performed weekly lawn maintenance including mowing, edging, trimming, and blowing.
 - Handled plant installation, sod laying, and seasonal cleanups.
 - Assisted with minor irrigation repairs and garden bed design.
 - Delivered excellent customer service and maintained clean, professional job sites.
-

Joes Richard Landscaping — *Landscape Crew Member*

📍 Orlando, FL | 📅 2016 – 2021

- Worked on commercial properties maintaining green spaces and hardscaping features.
 - Applied mulch, installed plants, and assisted with grading and drainage improvements.
 - Followed landscaping blueprints to install and maintain design layouts.
 - Trained junior crew members in equipment handling and safety.
-

Blue Orcher Landscaping — *Grounds Maintenance Worker*

📍 Orlando, FL | 📅 2012 – 2016

- Maintained lawns, hedges, and flowerbeds for residential and retail clients.
- Installed irrigation systems and performed system checks and repairs.

Provided seasonal care including leaf removal, fertilization, and storm cleanup.

- Supported landscaping construction projects as needed.
-
-

Skills

- Lawn Care & Grounds Maintenance
 - Equipment Operation (mowers, trimmers, edgers, blowers)
 - Planting & Mulching
 - Hardscaping Support
 - Irrigation Installation & Repair
 - Safety & Compliance
 - Team Leadership
 - Customer Service
 - Physical Stamina & Reliability
-

Shawn Rommerdahl

srommerdahl@gmail.com • (321) 303 7037

EDUCATION

Broward Community Collage

Landscape Concepts and Design

Art Institute of Ft Lauderdale

Culinary Arts / Event Management

PROFESSIONAL EXPERIENCE

BrightView, Orlando

2005 – Current

Sr Branch Manager

- Oversees branch operations
- Manage PnL
- Mentor Employee Growth

RLS Landscape, Ft Lauderdale

1994 -2005

Owner

- Landscape Designer
- Manage Operations

MENTIONABLE WORK

RCID Roadways

2006-2022

- Over saw landscape maintenance of turf, irrigation, and tree Care
- Collaborated with the District with roadway beautification project

SKILLS

Landscape Construction Management

Landscape Designer

itsmetimbaker@gmail.com • 407-467-0126 • Ocoee FL 34761

Outcome-driven VP/GM-level Leader with Expertise in Service-Oriented Business Growth Seasoned executive with 27 years of experience driving operational excellence, P&L management, and organizational leadership. Track record of growing multi-million-dollar service businesses, optimizing operational strategies, and leading geographically dispersed teams to meet and exceed aggressive business goals. Known for developing high-performing teams, fostering client relationships, and managing through change to achieve sustainable results. Adept at leading in matrixed environments while maintaining compliance, safety, and strong employee engagement.

Areas of Expertise

- **P&L Management & Budget Oversight:** Managing and optimizing budgets up to \$6M+ to achieve profitability goals.
- **Operational & Strategic Planning:** Implementing tools, strategies, and best practices to drive operational efficiency.
- **Leadership & Team Development:** Building and mentoring high-performing teams with a strong talent pipeline.
- **Client Relationship Management:** Establishing strategic client partnerships to drive revenue and loyalty.
- **Sales Growth & Innovation:** Achieving aggressive sales targets and expanding service offerings.
- **Change Management:** Driving successful organizational transitions and alignment to company vision.

Experience

General Manager *ProGreen Florida* | 2023 – 2024

- Managed the tools and process transition during the company's sale to private equity, ensuring operational continuity through leadership changes
- Drove positive revenue growth, achieving status as the only branch to report profitability for the year.
- Strategically balanced customer service excellence with cost management to ensure sustained operational efficiency.
- Enhanced employee engagement and branch safety measures, maintaining regulatory and organizational compliance.

CEO/Owner *Shred-ALL, Ocoee* | 2010 – 2022

- Founded and grew a successful document shredding and management service, overseeing all aspects of P&L management.
- Expanded operations from a single truck to a three-truck fleet with six employees, serving 300 monthly and 2,000 part-time customers.
- Achieved a 95% customer retention rate through superior service and strong relationship management.
- Identified and executed growth opportunities via data-driven marketing and operational analysis.
- Led successful business sale to an out-of-state entity and supported the seamless integration of over 300 customer's post-acquisition.

General Manager/ Owner *BC Lawn* | 2008 – 2010

- Directed daily operations of a regional lawn care business, overseeing a team of 20+ employees.
- Successfully bought and integrated 5 lawn and landscape companies into one, creating 5 crews covering Orange and Seminole counties.
- Managed P&L responsibilities, driving revenue growth through strategic client acquisition and efficient resource allocation.
- Improved operational processes, resulting in a 15% reduction in costs while maintaining high customer satisfaction.

General Manager / VP *Shred-it Orlando / Profile Records Management* | 1995 – 2008

- Directed operations for a \$6M business across two locations, managing P&L, team leadership, and growth strategy.
- Achieved 23% YoY sales growth by deploying innovative sales strategies and operational efficiencies.
- Led a team of 35 employees, ensuring alignment with organizational goals and adherence to safety and compliance measures (HIPAA, GLBA, SOX).
- Optimized operational processes through streamlined systems, robust reporting mechanisms, and cross-functional collaboration.

Education

Associate's degree, Business Management

University of North Carolina

Torrese Mott

📍 1746 S Washington Ave, Apopka, FL 32703
📞 (407) 693-6816 | ✉️ mottomott80@gmail.com

🌿 Professional Summary

Experienced and dependable landscaping laborer with over 16 years of hands-on experience in grounds maintenance, planting, trimming, and equipment operation. Skilled in both residential and commercial landscaping, with a strong understanding of seasonal maintenance, safety protocols, and team collaboration. Reliable, punctual, and hardworking with a focus on quality results and customer satisfaction.

👛 Work Experience**BrightView Landscaping** — *Senior Landscape Crew Member*

📍 Orlando, FL | 📅 2024 – 2025

- Led small teams on landscaping projects, ensuring quality and on-time completion.
 - Operated commercial-grade landscaping equipment including zero-turn mowers, trimmers, and blowers.
 - Planted trees, shrubs, and seasonal flowers as per landscape designs.
 - Performed routine maintenance and ensured job site cleanliness.
-

Ground Troops Landscaping — *Landscape Laborer*

📍 Longwood, FL | 📅 2021 – 2024

- Performed ground work including planting, trimming, and sod installation.
 - Operated all landscaping equipment safely and efficiently.
 - Maintained flower beds, hedges, and lawns for residential and commercial clients.
 - Worked in a team setting to meet daily job completion targets.
-

Yellowstone Landscaping — *Landscaping Technician*

📍 Orlando, FL | 📅 2015 – 2021

- Maintained large-scale commercial properties with detailed landscape care.
- Installed mulch, trees, and decorative plants.
- Assisted with basic hardscape projects and seasonal cleanup.

Horizon Landscaping — *Grounds Maintenance Worker*

 Apopka, FL |  **2009 – 2015**

- Responsible for mowing, edging, and trimming across multiple properties.
- Conducted debris removal and supported planting and mulching projects.
- Worked directly with supervisors to complete weekly schedules.
- Gained foundational experience in irrigation and landscape design support.

 **Skills**

- Grounds Maintenance
 - Planting & Trimming
 - Commercial Equipment Operation
 - Lawn Care & Sod Installation
 - Mulching & Seasonal Cleanup
 - Irrigation Support
 - Job Site Safety & Cleanliness
 - Teamwork & Time Management
-

Request for Taxpayer Identification Number and Certification

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

Page 84

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

Print or type.
See Specific instructions on page 3.

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

BrightView Landscape Services, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

P.O. Box 740655

6 City, state, and ZIP code

Atlanta, GA 30374-0655

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

9 5 - 4 1 9 4 2 2 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Tanya Davis

Date ► 3.5.25

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

5 WORK REFERENCES

Respondents shall furnish the names, addresses, and telephone numbers of a minimum of four (5) companies or government organizations for which the respondent is currently furnishing or has furnished similar services.

Company Name: **Naples Reserve**: 3M+

Address: 14885 Naples Reserve Cir. Naples, FL 34114

Heidi Devlin – Board President

Telephone: 508-440-9594

president@naplesreservehoa.com

Company Name: Omni Resort Champions Gate Resort, Golf, Athletic Fields

Address, City, State, Zip: 1500 Masters Blvd. Champions Gate, FL

Telephone

No.: 407-390-6664

Fax No.: _____

Email: Ron Baker - Phone Calls Only

Type of Service: Landscape, Golf and Athletic Field Maintenance

Dates of Service: Currently Active Contract

Company Name: Baldwin Park CDD

Address, City, State, Zip: 1913 Meeting Place Orlando, FL 32814

Telephone

No.: 407-740-5838

Fax No.: _____

Email: sfryear@baldwinparkpoa.com

Type of Service: Landscape Maintenance

Dates of Service: Currently Active Contract

Company Name: Teco Energy Solar Fields

Address, City, State, Zip: 1898 Nuccio Pkwy Tampa, FL 33605

Telephone

No.: 813-433-6811

Fax No.: _____

Email: rbaker@tecoenergy.com

Type of Service: Landscaping Maintenance

Dates of Service: Currently Active Maintenance Contract

Company Name: **City of Deltona**

Address, City, State, Zip: **2345 Providence Boulevard Deltona, FL 32725**

Telephone

No.: **386-507-5268**

Fax No.: _____

Email: **ssmith@deltonafl.gov**

Type of Service: **Landscaping Maintenance**

Dates of Service: **Currently Active Maintenance Contracts**

The International Society of Arboriculture

Hereby Announces That

Cat Loggett

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



David Pollock
CEO & Executive Director

24 September 2021

Issue Date

31 December 2027

Expiration Date

61-87994

Certification Number



Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27622

LEGGETT IV, CHARLES ALEX
5846 CHESHIRE COVE TER
ORLANDO, FL 32829

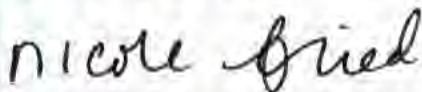
Categories
6, 21, 5A

Issued: September 8, 2022

Expires: September 30, 2026



Signature of Licensee



NICOLE "NIKKI" FRIED, COMMISSIONER

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



The Florida Nursery, Growers & Landscape Association
Confers on

Cal Leggett
H114164

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 06/30/2026
Certified Since: 6/8/2023

Eric Smith, FNGLA President

Merry Mott, FNGLA Certification Director



GV16261-1

Certificate #
GV16261

Trainee ID #



Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Charles A. Leggett, IV

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer

K. Dubel

Instructor

11/11/2011

Date of Class

DEP Program Administrator

Not valid without seal



Ron DeSantis, Governor

Melissa S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 482, FLORIDA STATUTES

VICTORIA, CARLOS MIGUEL

BRIGHTVIEW LANDSCAPE SERVICES, INC.
4155 EAST MOWRY DRIVE
HOMESTEAD FL 33033

LICENSE NUMBER: CFC1429383

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

PREScription PRUNING QUALIFICATION

Cal Leggett

Having successfully completed the Prescription Pruning Course and
passed the examination, the above name is recognized as
Prescription Pruning Qualified

Certificate awarded this 14th day of February 2025

Lori Ballard

Lori Ballard, Executive Director
Florida Chapter International Society of Arboriculture



The International Society of Arboriculture

Hereby Announces That

Michael Provencher

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Caitlyn Pollihan
CEO & Executive Director

11 June 2006

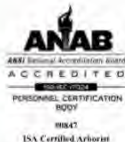
Issue Date

30 June 2027

Expiration Date

FL-5424A

Certification Number



The International Society of Arboriculture

Heraby Announces That

Cal Leggett

Has Earned the Credential

ISA Tree Risk Assessment Qualification®

By successfully meeting ISA Tree Risk Assessment Qualification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Cathryn Holliman
CRA & Executive Director

6 February 2025

Issue Date

6 February 2024

Expiration Date





Overoaks Community
Development District
Landscape and Irrigation
Maintenance Proposal

We're not the Biggest Landscape Company;
we're the most dedicated.



Page 97
PO Box 865
Oakland, FL 34760
Office: 407.287.5622
cepralandscape.com

September 19, 2025

Michael Perez
District Manager
Overoaks Community Development District

RE: Landscaping & Irrigation Maintenance Proposal for Overoaks Community Development District

Dear Michael,

Thank you for this opportunity to present our landscaping & irrigation maintenance services proposal for the Overoaks Community Development District. Cepra Landscape is a local, family-owned business committed to providing our customers with the best value possible in the landscape industry.

Our company rests on three pillars: (1) Unparalleled customer service, (2) expertise of our employees, and (3) our beautiful landscapes. These three pillars serve as the foundation for ancillary brand benefits including attention to detail, educated decision making, personalized service, and a seamless customer experience. Our difference is solid.

We strive to constantly exceed expectations by providing outstanding results in both product and service. Our goal is to create lasting partnerships and work with customers who truly believe in what we do.

Please contact us should you have any questions.

Sincerely,

Dain Charbonneau

Overoaks Community Development District

Official Proposal Form for Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: Cepra Landscape LLC

In accordance with the solicitation of proposals issued by the Overoaks Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

1. Turf Maintenance	\$ <u>140,400.00</u>
2. Shrub And Groundcover Maintenance	\$ <u>15,263.00</u>
3. Tree Maintenance / Palm Pruning	\$ <u>12,519.00</u> / \$28,300.00
4. General Site Maintenance: Trash And Debris Disposal	\$ <u>Included</u>
5. Irrigation System	\$ <u>27,000.00</u>

Total Yearly Cost for the first year of the above items \$ 223,482.00

6. Annuals Maintenance/Installation	\$ <u>N/A</u>
7. Mulching for Tree and Shrub/Groundcover Bed Areas	\$ <u>26,000.00</u>

Estimate of total cubic yards proposed to service the property: 400

Cost of Mulch Per Cubic Yard \$ 65.00

Irrigation Hourly Rate for items not included in the Scope of Services: \$ 65.00-85.00

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Robert Maier

Title of Authorized Signatory of Proposer: President

Signature of Authorized Signatory of Proposer: 

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

*[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]
Overoaks Community Development District*

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

Name of Proposer: Cepra Landscape LLC

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the "Scrutinized Companies that Boycott Israel List" nor are we engaged in a boycott of Israel.

E-Verify

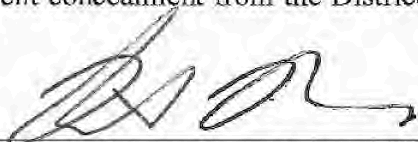
5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Overoaks Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

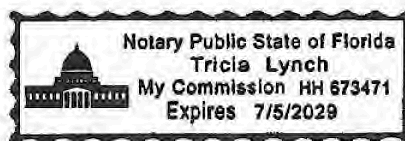


Signature of Authorized Signatory of Proposer

Sworn before me on this 2nd day of September, 2025



Notary Public Signature

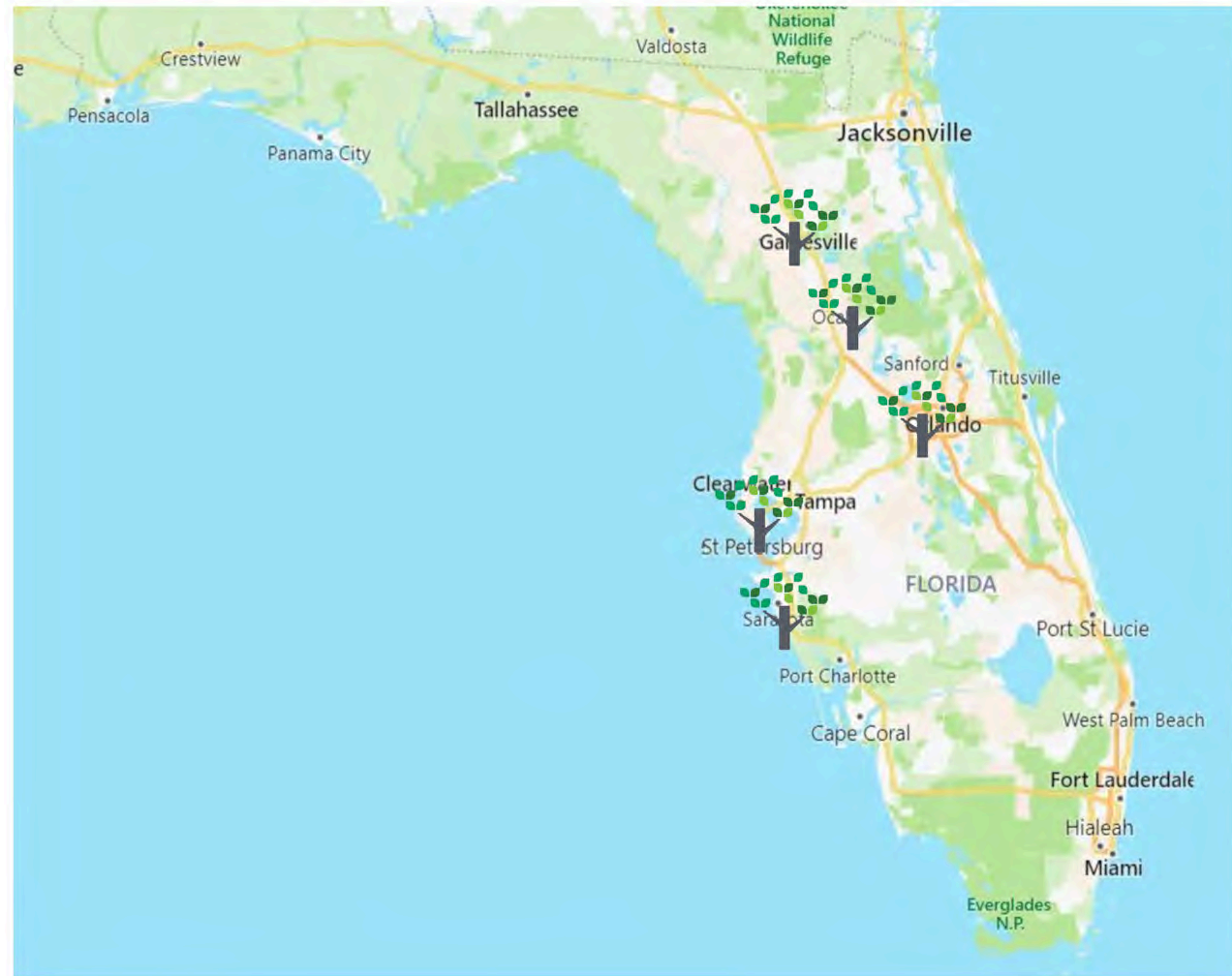


Notary Stamp

Cepra Locations



Ocala
Gainesville
Orlando
Tampa
Lakewood Ranch



The CEPRA headquarters in the Orlando area is situated in heart of Ocoee at 529 Ocoee Apopka Road.

Our shop sits on about 4.5 acres.

There are approximately 75-100 team members at each service location. This number fluctuates seasonally with increased staffing during the summer months.

Although officially started in early 2015, the seeds of CEPRA began to take root many years ago. After more than 28 years of combined experience managing, maintaining, and developing landscapes in both corporate and residential capacities, CEPRA founders saw an opportune moment to start their own landscape company—one that would be built on the grounds that nothing is more important than exceeding the customer's expectations.

Our Belief System

- We believe that every customer is a long-term relationship opportunity and a true partner to our success.
- We believe that our employees are our biggest asset and that they should share our dedication to landscaping and our passion for customer service.
- We believe that every landscape should be beautiful and functional with minimal impact to the natural environment.
- We believe that our reputation is everything.
- We believe in always learning and in challenging the status quo-for continual advancement and growth.

Who We Work With

Commercial Office & Retail Buildings

Multi-Family Residential

Community Development Districts

HOA's, COA, and POA's

Residential Estates

Mandatory Maintenance Residential Communities

Resorts and Hotels



CEPRA

Customers

Employees

Product

Reputation

Advancement

- FNGLA Certified Landscape Contractor #CC5-0234
- State Certified Pest Control Operator #JF152443
- State Certified Irrigation Contractor #SCC131152042
- Florida Green Industries- Best Management Practices Certified
- OSHA 30 Certified- Construction Industry
- MOT Certified
- Maxicom Certified
- Fully Licensed and Insured



Services

LANDSCAPE MANAGEMENT

Cepra Landscape is built on its backbone of commercial grounds maintenance services. Most people don't realize that in order to achieve the best product possible you must be able to control all the variables of a landscape. Cepra completes all its services in-house to guarantee you get the best landscape management with no finger pointing. By controlling all aspects of your landscape we can guarantee you the best product while utilizing the full potential of your property.

IRRIGATION MANAGEMENT

Cepra Landscape evaluates the full picture when it comes to water management in your landscape. We don't just fix sprinklers, we manage your system as a whole. We believe irrigation management is a critical component to a successful landscape management program which is why we include it in all of our landscape management programs. By incorporating the irrigation system with consideration for design, maintenance, and technology, we can improve a landscape and its long term sustainability as well as reduce costs for our customers.

LANDSCAPE ENHANCEMENT

Cepra Landscape provides all the services and resources needed to update, renovate, or simply build and create your dream landscape. From in-house design services to installation of flowers, shrubs, and trees we do it all. We pride ourselves in designing sustainable landscapes that provide long term solutions to your property's needs. We build your landscape to fill your needs for many years to come. We know that the right plant in the right place can make all the difference in the presentation of your landscape.

HORTICULTURE SERVICES

Cepra Landscape includes horticulture service with all its landscape management customers to ensure they achieve the best results possible. Cepra works side by side with industry professionals to ensure that the horticulture program is designed to match your properties needs as well as complying with the local laws and regulations. Cepra uses a strong foundation of IPM to ensure that the best products are used with minimal cost to the environment. We feel so strongly in our program that we guarantee our results.

TREE CARE SERVICES

Cepra Landscape works side by side with its team of arborists to evaluate the trees on your property and provide the best recommendations to sustain the beauty and prolong the life of your trees. Proper tree care and maintenance can help you avoid the difficult and expensive hassle of tree replacement. Cepra tree care services can range from pruning, fertilization, site inventory, long term planning, and removals. Trees are the foundation of the landscape and Cepra is here to care for them.

MISC. SERVICES

At Cepra Landscape we consider ourselves a full service landscape provider. In addition to our landscape management services, we provide all the services needed to assist our customers in beautifying their site. These additional services range from Landscape Lighting, Pressure Washing, Hardscapes, Holiday Decorations, and many other outdoor services.

TEAM PROFILES

OPERATIONS



BRANCH MANAGER - CHRIS DENNISON

- 23 years Landscape Industry experience
- B.S. Degree in Landscape Horticulture at Auburn University
- BMP Certified, MOT Certified
- Spray ID Cardholder



ACCOUNT MANAGER - MATT MCCOLLUM

- 14 years Landscape Industry experience
- B.S. Golf Course Management at The Ohio State University
- BMP Certified, MOT Certified
- Spray ID Cardholder



PRODUCTION MANAGER - CARLOS DELGADO

- 17years Landscape Industry experience
- Bilingual with English and Spanish
- Spray ID Cardholder



ENHANCEMENT MANAGER - DOUG DURLING

- 33 years Landscape Industry experience
- Certified Arborist
- BMP Certified, Certified Irrigation Contractor, Certified FNGLA Contractor
- Certified Pest Control Operator

TEAM PROFILES

TECHNICAL SUPPORT



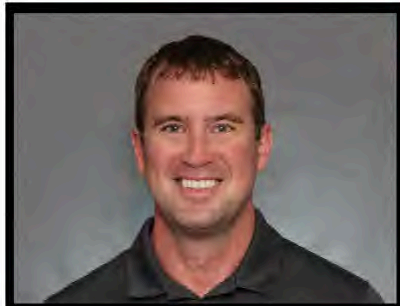
AGRONOMIC MANAGER - LESTER SMITH

- 31 years Landscape Maintenance Industry experience
- LTD Commercial Fertilizer Applicator Cardholder, Department of Agriculture ID Cardholder, Certified Pest Control Operator - Lawn and Ornamental, Certified Pest Control Operator - General Household, BMP Certified, MOT Certified



IRRIGATION MANAGER - ALEX DIAZ

- 16 years Landscape Maintenance and Irrigation Industry experience
- IQ Certified, Two-Wire Certified, Backflow Certified
- BMP Certified



CONSTRUCTION MANAGER - JASON HAYDU

- 18 years Landscape Maintenance Industry experience
- B.S. Degree in Agriculture Management at University of Florida
- Multiple Industry Certifications



TEAM PROFILES

TECHNICAL SUPPORT



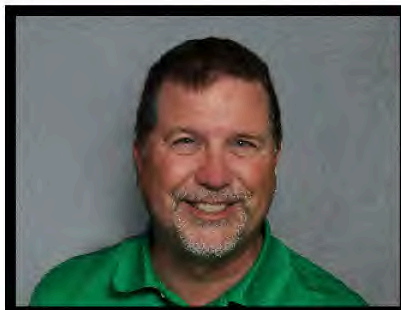
BMP / CERTIFICATIONS TRAINER - KATHY DUBEL

- 36 years Landscape Maintenance Industry experience B.S.
- Degree in Agriculture at University of Florida
- Certified Pest Control Operator, Green Industry BMP Instructor, FNGLA Certified Horticulture Professional, FNGLA Florida Flower Trials Committee Member, LTD Commercial Fertilizer Applicator Holder, Orange County Extension Commercial Horticulture Advisory Committee Member



DIRECTOR OF SAFETY - MIGUEL GARCES

- 20 years Landscape Maintenance Industry experience
- B.S. Degree in Horticulture at University of Florida
- Certified Pest Control Operator, OSHA 30, Intermediate MOT, SWPP Certified, CPR, AED and Basic First Aid Certified



PRODUCTION SYSTEMS - MAC BRILEY

- 36 years Landscape Maintenance Industry experience
- 22 years Residential Landscape Management
- Multiple Industry Certifications



TEAM PROFILES

EXECUTIVE SUPPORT



PRESIDENT - ROB MAIER

- 26 years Landscape Maintenance Industry experience
- A.S. Degree in Horticulture at State University of New York
- Certified Pest Control Operator
- BMP Certified, FNGLA Certified Landscape Contractor



VICE PRESIDENT - BRANDON RAY

- 22 years Landscape Maintenance Industry experience
- B.S. Degree in Landscape and Nursery Horticulture with Minors in Landscape Architecture and Agribusiness Management at University of Florida
- Florida State Licensed Irrigation Contractor
- MOT Certified, BMP Certified, OSHA 30 Certified



CONTROLLER - BONNIE GECOSKY

- 25 years Landscape Maintenance Industry experience
- A.A. General Studies at Valencia State College
- Multiple Industry Certifications



Our Approach

OVEROAKS CDD

Overoaks CDD requires a custom approach to achieve full satisfaction from each homeowner while also adhering to the standards of the community. To achieve that vision, CEPRA Landscape takes a unique approach to managing a community's landscape and irrigation. Our approach begins with the Account Manager, who we view as the command center of the team. Your Account Manager is the single point-of-contact for the community, controlling the crews that will service Overoaks CDD. Your Account Manager uses available resources to ensure we are consistently following the job scope, providing the best proactive customer service possible, and making certain that we are undoubtedly exceeding expectations.

THE TEAM

The Account Manager has a variety of in-house resources at their fingertips. This is how we make certain we are providing the best level of service possible throughout all service lines.

- **LANDSCAPE MAINTENANCE CREW-** Overoaks CDD will have designated crew leaders and members that stays consistent throughout the year. These team members are specifically trained on the job scope and standards and will provide the basic maintenance services throughout the year.
- **IRRIGATION TECH-** Monthly irrigation checks are performed by an irrigation tech that is trained in operating the controllers, making adjustments, and making any necessary repairs. This tech is trained and supervised by our Irrigation Manager.
- **HORTICULTURE SERVICES-** Fertilization and Pest Control applications are performed by specialized horticulture techs that are licensed and trained for these services. Overoaks CDD would have one tech for ornamental services and one tech for turf services. These two team members are supervised by our Horticulture Manager.
- **ENHANCEMENT TEAM-** Any enhancements or flower installations would be performed by the enhancement team which utilizes specialized equipment and training to provide the best product possible.



Our Approach (cont.)

OVEROAKS CDD

PROPERTY MAPS

Our maintenance teams utilize property maps that we have tailor-made for your community. These maps give them the property location details and task requirements, and help to synchronize the work flow in a manner that makes the most sense. The property maps depict a clear path of motion for the crews, moving them from focal area locations to detail sections, and allows for the greatest balance of efficiency and quality throughout the year.

SERVICE SCHEDULE

A general service schedule will be made that outlines the entire year and all of the tasks that need to be completed. This helps to ensure we are following the job scope and have the ideal timing for all the action items that need to occur throughout the year.





30/60/90 Day Plan

OVEROAKS CDD

Overoaks CDD requires a unique and customized approach to achieve full satisfaction from each homeowner as well as keeping up the standards of the community's vision. Below, we have outlined the critical tasks we would commit to completing in the first 90 days of service.

30 DAYS

- Compose our property maps and irrigation maps for internal use. These maps become a main tool for our team to streamline our duties onsite.
- Meet with board to identify any critical areas where a proposal may be needed to remedy immediate issues (i.e. focal areas, sod replacement drainage, erosion, arbor concerns, etc.)
- Perform irrigation start-up process (initial inspection performed by our Irrigation Manager to get a baseline of the community, notate deficiencies, and propose possible solutions in the future if necessary.)
- Perform agronomic start-up process (initial agronomic inspection performed by our Horticulture Manager to evaluate the community and plan for the future. Soil samples would be taken at this time as well.)
- Fertilize all shrubs, trees, and turf.
- Identify and treat any pest or fungal issues.
- Perform "Phase 1" of FULL DETAIL.
- Treat all areas necessary for Turf Weed infestations.
- Treat Ornamental beds as necessary with selective over-the-top herbicides.



30/60/90 Day Plan

OVEROAKS CDD

60 DAYS

- Follow up with board on any outstanding issues and update on progress
- Follow up on any pest or fungal issues
- Perform “phase 2” of FULL DETAIL
- Follow-up treatments as needed for turf weeds
- Follow-up treatments as needed for selective herbicides

90 DAYS

- Follow up with board on any outstanding issues and update on progress.
- Continue follow-up treatments as needed.
- Develop a plan for the year based on initial treatments, observations, and response to soil sample analysis.

AFTER THE 90 DAYS

Our progress does not stop simply because the 90 days are done. Rather, this is when the Cepra Difference becomes the most noticeable in your landscape. We will continue to have monthly walk-throughs with the representatives from Overoaks CDD, and will continue to look for opportunities to improve the aesthetics of your community. We expect to maintain the high standards we set to give you a landscape you can be proud of.



Attention to "DETAIL"

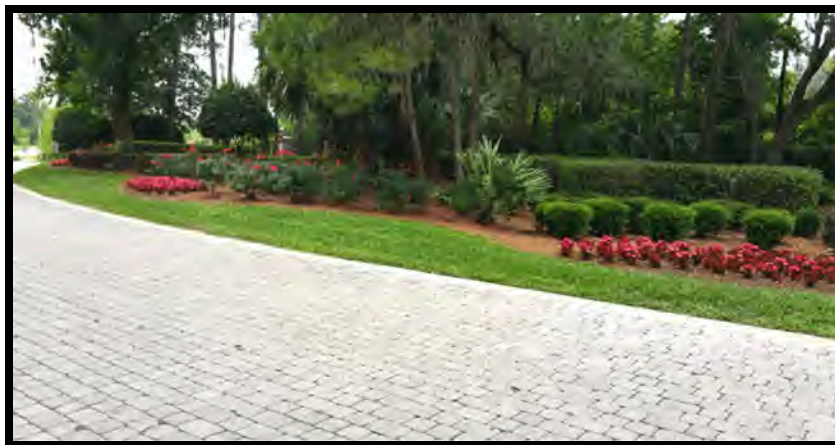
YOUR "FULL DETAIL" PLAN

PHASE 1

- Prune and Shape all shrubs, ornamental trees, and groundcover in order to achieve the proper structure and form.
- Removal of large weeds and vines and spray Round Up in all areas.
- Removal of leaves and fallen branches in turf, beds, and hardscapes.
- Elevate Ligustrums to proper height, and remove sucker growth.

PHASE 2

- Define bed lines, reshaping as necessary.
- Hard Cutbacks as necessary to allow for clearance over sidewalks, roads, buildings, and to generally reduce size (when weather conditions allow).
- Hand Prune shrubs away from obstacles to prevent future damage (e.g., around AC units and satellite dishes).
- Elevate Trees to contractual obligations.
- Elevate and Thin Crape Myrtle trees as needed.



Commitment to Safety

TO YOU & OUR EMPLOYEES



POLICIES

We take safety and professionalism seriously. Our most important resources are our employees, and we pledge to always utilize proper safety practices when servicing your communities. Policies and procedures we commit to include:

- Daily Safety Brief to discuss work site, challenges, etc.
- Weekly Safety Meetings
- OSHA 30 Certified
- Drug Free Policy
- MOT (intermediate) Certified

UNIFORM

Our uniforms are part of our commitment to professionalism. Each team member is fitted with the following:

- Proper PPE
- Easily recognizable uniforms with Cepra
- Name and Logo
- Safety Toe Work Boots

FLEET

Each truck, van, and covered trailer of our fleet is readily identifiable as a part of Cepra Landscape. Our commitment to the safety of our fleet is as follows:

- Uniform Fleet with Cepra Name and Logo
- Traffic Control Devices including Cones, Signs, and Lights when applicable
- FDOT Compliant (2016 FDOT Design)
- Standards used when applicable)





CEPRA Hurricane Plan

In preparation of the incoming Hurricane Season, we would like to communicate some of the steps CEPRA is taking to best handle the storms before and after.

Before the Storm

- We will reach out to each property manager or property owner regarding any specifics for each property. As communication may be difficult after the storm, preapproving our cleanup efforts may be important for certain properties. **Please coordinate with your account manager if you would like to preapprove our cleanup efforts and to what extent.**
- Before the storm arrives, we will shut down irrigation controllers and wells when applicable to prevent any further emergencies as the storm passes.
- Help assist property owners in any preparation needed. (i.e securing furniture, removing wind screens, last minute arbor care, etc)

After the Storm

- The CEPRA management team will assess every property as soon as it is safe for us to do so.
- Once every property has been evaluated, we will prioritize and put together an action plan. We will concentrate our main efforts on Level 1 priorities first and work our way down the list.
 - **LEVEL 1**-Clearing roadways for vehicle access to allow emergency or service personnel to access the property.
 - **LEVEL 2**-Clearing debris or fallen trees away from buildings or parking lots that may pose immediate danger.
 - **LEVEL 3**-Removal of any hazardous branches that may still be hung up in trees.
 - **LEVEL 4**-Restake or replant trees or shrubs that may have been displaced by the storm that have a possibility of surviving.
 - **LEVEL 5**-Cleanup of debris left on the grounds from the storm.
- After accessing the properties, we will try our best to communicate with the property manager or owner of each property to determine the next course of action. We will have teams on standby and ready to work as soon as it is safe to do so.

Important Information

If you would like to pre-approve up to a specific priority level as listed above, please notify your account manager as to which level and if there is a certain dollar amount that would be pre-approved.

Your Account Manager should be your first point of contact. However, if you are unable to reach them after the storm, please try our office line as well at: **407-287-5622**.

StormCleanupLaborRates

GeneralCleanupLaborRate: \$85.00 per man hour

SpecializedEquipmentOperatorLaborRate: \$135.00 per man hour (All specialized equipment costs needed such as loaders, chippers, ect will be charged back to the customer at a fair rate depending on time needed on the job.)

DebrisDisposalRate: The actual cost would be passed along to the customer at a reasonable rate.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1 (MM/DD/YYYY)
02/29/2024

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER

PHONE (A/C, No, Ext): 888-333-4949

FAX (A/C, No): 507-446-4664

E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13935

INSURER B: FEDERATED SERVICE INSURANCE COMPANY

28304

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
CEPRA LANDSCAPE LLC
PO BOX 865
OAKLAND, FL 34760-0865

184-579-1

COVERAGES

CERTIFICATE NUMBER: 176

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	6110411	04/01/2024	04/01/2025	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS & COMP/OP AGG
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY	N	N	6110411	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per Accident)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	6110412	04/01/2024	04/01/2025	EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	1845850	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE EA EMPLOYEE
							E.L DISEASE - POLICY LIMIT

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

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES

CERTIFICATE HOLDER

CANCELLATION

A Certificate has been filed with the Secretary of State.

176 0

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

AUTHORIZED REPRESENTATIVE

Licenses & Certifications

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

2024

3106	LANDSCAPING	\$30.00
3125	LAWN CARE	\$30.00
1812	IRRIGATION	\$30.00

EXPIRES 9/30/2025

1 EMPLOYEE	3501	MFG REP-PLANTS
1 EMPLOYEE	1811	BRICK PAVING
1 EMPLOYEE		

3106-1141097	1 EMPLOYEE
	1 EMPLOYEE

TOTAL TAX	\$150.00
REGULATED WASTE	\$50.00
PREVIOUSLY PAID	\$200.00
TOTAL DUE	\$0.00

MAIER ROBERT P

CEPRA LANDSCAPE LLC
MAIER ROBERT P
PO BOX 865
OAKLAND FL 34760

402 E VICK AVE (MOBILE)
H - OAKLAND, 34760

PAID: \$200.00 0099-01170816 8/6/2024

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2024

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3125	LAWN CARE	\$30.00
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H - OAKLAND, 34760

PAID: \$200.00 0099-01170816 8/6/2024

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

Licenses and Certifications



Licenses and Certifications



CEU

Miguel Garcés

has successfully completed requirements for

Adult First Aid/CPR/AED

Date Completed: 11/23/2021

Conducted by: American Red Cross

Contact Hours: 4.5
CEUs Awarded: 0.5



To verify authenticity, visit redcross.org/verify and enter (1)
(2) and (3) or email verify@redcross.org



American Red Cross
Training Services

Certificate of Completion

Miguel Garcés

has successfully completed requirements for

Adult First Aid/CPR/AED

Date Completed: 11/23/2021

Validity Period: 2 - Years

Conducted by: American Red Cross



To verify authenticity, visit redcross.org/verify and enter (1)
(2) and (3) or email verify@redcross.org





Monthly Landscape Report

Property:	<u>Bellechase</u>	Account Manager:	<u>Matt McCollum</u>
Month:	<u>March</u>	Rainfall	<u>3.69</u>
Date:	<u>3/13/25</u>	Avg. Low Temp	<u>48.8</u>
		Avg. High Temp	<u>77</u>

GENERAL REMARKS:

March has been a fairly cool month but the turf and shrubs have started growing again. We are back to weekly mowings and shrub trimming. The winter tasks are completed and we are ready to move into the growing season. The winter rotation of flowers is almost spent due to some of the warmer days we have seen. The spring rotation will be installed Mid-April and will take us into the summer. There were several downed trees from a storm that came through. All of them have been removed from site.

Any Major Irrigation Issues?

No major issues to report and the system is functioning as intended.

Any Major Horticultural Issues?

No major issues to report.

Any additional Items?

No additional items to report.

COMPLETED TASKS (LAST 30 DAYS):

- 1 Monthly Maintenance on track
- 2 Irrigation inspection and repairs
- 3 mowing back to weekly
- 4 Turf and Shrub Spring Fertilization completed
- 5
- 6

UPCOMING TASKS (THE NEXT 30 DAYS):

- 1 Continue monthly maintenance tasks
- 2 April Irrigation Inspection
- 3 monitor for disease/pest activity
- 4 Chinch bug Treatment for St. Augustine
- 5 Spring Flower rotation
- 6



Irrigation Maintenance & Inspection

JOB #: 99
DATE: 3/13/25
TECH: Justin Stash
SHEET: 1 of 1

JOB NAME: Big Grass Condo Association MONTH: March

Program A		Program B						Program C					
Start Time: 12:30 AM		Start Time:						Start Time:					
S M T W TH F S		S M T W TH F S						S M T W TH F S					
Maintenance	Station	1	2	3	4	5	6	7	8	9	10		
	Spray or Rotor	S	S	S	R	R	R	S	S	S	S		
	Current Run Time	50	30	30	50	50	50	30	30	30	30		
	Adjust Arc/Radius	1			1			3					
	Unclog Nozzle	1		2					1				
	Straighten Head				1								
Repairs	Raise Head in Turf												
	Lower Head in Turf												
	Broken Nozzle	1											
	Broken Spray Head							1-12"		1-6"			
	Broken Rotor				1-6"								
	Leaking Spray Head								2-12"				
	Leaking Rotor												
	Broken Lateral Line					1-1/2"							
	Solenoid												
	Broken Valve												
Upgrades	Broken Valve Box												
	Add 6" Spray <10'												
	Add 12" Spray <10'												
	Add 6" Rotor <10'												
	Add Tree Bubbler												
	Relocate Head												
	Add shrub riser w/ ex.												
	Add shrub riser w/ new												
Other	4" to 6" Spray Head												
	6" to 12" Spray Head												
				1									

Comments: 1. Zone #3 was having difficulty turning on and off. We will continue to monitor each month. Valve may need repairs.

Cepra Landscape Spray Request

Acct. Manager Danny Job Name Fore Ranch Date: 3/13/25
 Job Number _____

Turf Application ☒
 Ornamental Application ☐

Scheduled App. ☒
 Service Call ☐

Weeds or Pest to be treated: Turf Weeds in St. Augustine Grass

Gate Code: _____ Approx. Time: _____

Service Day: Monday Report Item Month: _____

Report Item #: _____

Special Information: schedule follow up 14-21 days after app

Below To Be Completed By Tech

Treatment Information

		Rate/100 Gal	Rate/1000 Sq. Ft.	Units	Total Used
Chemicals Used	celsius	8.5	0.085	oz	2.55
	certainty	100	1	gram	60
	lesco wet	32	0.32	fl oz	10
Water					60 gal

Application Method z sprayer Area Treated _____

Temperature (°F) 90 Wind (MPH) 3-Jan

Treatment Time 2 hours Travel Time 1 hour

EPA Registration #'s: 432-1507, 524-534

Observations: Treated broadleaf and sedges. Need to schedule a follow up for 2-3 weeks

Spray Operator Brandon Merrit Date: 3/13/25

Spray ID # JE250646

References

Jessie Mack Burns, Manager Horticulture Operations
Central Florida Tourism Oversight District
Reedy Creek Improvement District
321.395.1590

Jmburns@oversightdistrict.org

Current CEPRA customer, existing maintenance account

Chris Ryzoc, Assistant Landscape Manager
The Villages Community Development District
352.857.3167

Chris.Ryzoc@districtgov.org

Current CEPRA customer, existing maintenance account

Jennifer Goldyn, District Manager
Rivington Community Development District
407.566.1935

Jennifer.Goldyn@inframark.com

Current CEPRA customer, existing maintenance account



References

LAKE NONA IMPROVEMENT DISTRICTS ORLANDO, FL

Lake Nona Improvement Districts are located on the outskirts of southeast Orlando. Lake Nona consists of variety of homeowners, renters and business owners. It is arguably the fastest growing area of Orlando from a business and homeowner perspective. The Districts we maintain consist of roadwork up and down Lake Nona BLVD, Nemours and Tavistock Lakes Blvd. Working safely along these roadways utilizing appropriate safety attire and signage is of the utmost importance and has helped in many facets of our success within the community.



CURRENT LAKE NONA WORK

- Boggy Creek District
- Midtown Improvement District
Sections 1 and 3
- UCF College of Medicine
- Poitras East Community Development District



CEPRA IN LAKE NONA

- Full-service maintenance on approximately 5 acres of Zoysia turf, 40 acres of St. Augustine turf, 20 acres of Bahia turf, 5 acres of Bermuda and 20 acres of shrub beds
- Install and Maintain over 7,500 Annual flowers per quarter
- Monthly inspections and repairs on ~1100 Irrigation Zones
- Maintains over 2,000 trees and 1,200 palms



CUSTOMER REFERENCE

- DJ Batten - Branch Manager
- (407) 522-7140
- | DBatten@bermancorp.com
- Contract Value = \$1,000,000

The Villages, FL

The Villages, FL Landscape and Irrigation Maintenance

The Villages is a unique customer within CEPRA's portfolio. The Villages community demands that the landscape areas remain in excellent condition year-round. Annual flowers are a special focus and main priority for The Villages. Most focal areas include large annual flower displays that are rotated quarterly to constantly provide a fresh look. CEPRA follows a strict regimen in all areas to provide proper landscape and horticultural practices to produce a great product each day. Our portfolio includes over 14 miles of landscaped roadways, 720 cul-de-sacs, 25 recreation centers, 141 villa entrances, 8 fire stations, 2 dog parks, 1 town square and over 100 basins.

Current Villages Work

- District 3 Project Wide Areas
- District 4 Project Wide Areas
- District 5 Project Wide Areas
- District 10 Project Wide Areas
- District 13 Project Wide Areas
- Morse Blvd, Phases IV-VIII
- Buena Vista Blvd. Phases 1-2
- Public Safety Fire Stations
- Various Recreation Centers
- Village of Spanish Springs



Quick Facts – CEPRA in the Villages

- Full-service maintenance on approximately 70 acres of Zoysia turf, 205 acres of St. Augustine turf, 710 acres of Bahia turf, and 248 acres of shrub beds.
- Install and Maintain over 180,000 annual flowers per quarter.
- Monthly inspections and repairs on ~7,000 Irrigation Zones
- Maintains over 21,000 trees and 22,000 palms.



The Villages – Customer Reference

Chris Ryzoc, Asst. Landscape Manager
(352) 857-3167
Chris.Ryzoc@districtgov.org



Discover **CEPRA** and See the difference.

Overoaks Community Development District

Official Proposal Form for Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: Down to Earth Landscape & Irrigation

In accordance with the solicitation of proposals issued by the Overoaks Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

1. Turf Maintenance	\$ <u>89,048.50</u>
2. Shrub And Groundcover Maintenance	\$ <u>60,752.72</u>
3. Tree Maintenance	\$ <u>12,483.44</u>
4. General Site Maintenance: Trash And Debris Disposal	\$ <u>4,161.15</u>
5. Irrigation System	\$ <u>4,659.20</u>

Total Yearly Cost for the first year of the above items	\$ <u>171,105.00</u>
--	-----------------------------

6. Annuals Maintenance/Installation	\$ <u>2.50/annual</u>
7. Mulching for Tree and Shrub/Groundcover Bed Areas	\$ <u>31,824.00</u>

Estimate of total cubic yards proposed to service the property: 612 cubic yards

Cost of Mulch Per Cubic Yard \$ 52.00/cu.yd.

Irrigation Hourly Rate for items not included in the Scope of Services: \$ 85.00/hour

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Corvin Farmer

Title of Authorized Signatory of Proposer: Regional Operations Leader

Signature of Authorized Signatory of Proposer: _____

Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this “**Agreement**”) is entered into as of _____, 2025 between the **Overoaks Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and _____, a _____, registered to do business in the State of Florida (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Services attached hereto as **Exhibit A** (the “**Work**”) in the locations shown in the maintenance map attached hereto as **Exhibit C**.
 - b. Contractor’s Official Proposal Form is attached hereto as **Exhibit B**.

- c. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

4. Additional Work. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. 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.

5. Emergency Services. In the event of an emergency or disaster, Contractor shall provide the District the following services:

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

6. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper

warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.

- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
- j. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.

8. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. **Termination.**

- a. Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
- b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
- c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. District Representatives and Inspections.

- a. The District hereby designates the District Manager, Field Manager, and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

11. Compensation

- a. As compensation for the Work (including any additional work described in **Exhibit A** authorized by the District) performed each month the District agrees to pay Contractor the following amounts:
 - i. For Parts 1 and 4 of the Work, which are performed on a monthly basis: \$_____.
 - ii. For Parts 2 and 3 of the Work, a not to exceed annual price for each Part as described in Contractor's Official Proposal Form attached hereto as **Exhibit B**.
 - iii. If the District elects to award the Contractor the work described in Parts 5 [Mulch] and Part 6 [Seasonal Color] of the Work, and only after receipt of written authorization by the District to proceed, the not to exceed annual price for each Part as described in Contractor's Official Proposal Form attached hereto as **Exhibit B**.
 - iv. For any irrigation services not included in the Work, and only after receipt of written authorization by the District to proceed, a not to exceed price of \$____ per hour.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:
 - i. the District's name
 - ii. the Contractor's name
 - iii. the invoice date,
 - iv. an invoice number
 - v. a reference to a proposal number if applicable,
 - vi. the location (including the community if applicable),
 - vii. descriptive enough to allow reader to understand services performed
 - viii. an itemized listing of all costs billed on the invoice with a description of each service,
 - ix. the time frame within which the services were provided, and
 - x. the address or bank information to which payment is to be remitted.
- c. In the event services are not needed (dry times and mowing not needed on the frequency

designated in the Scope of Services), inclement weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.

- d. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- g. 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.

12. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or

satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation

or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. **Commercial General Liability:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. **Automobile Liability:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. **Umbrella Liability:** With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the

payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

16. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

17. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

18. No 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.

19. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or

repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

20. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

22. Anti- Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

23. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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 AT (407) 566-1935, OR BY EMAIL AT MICHAEL.PEREZ@INFRAMARK.COM, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FL 34747

- 24. Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- 25. Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
- 26. Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 27. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- 28. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
- 29. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- 30. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 31. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- 32. Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

a. If to Contractor: Down to Earth Landscape & Irrigation

Orlando, FL 32822

b. If to District: Overoaks Community Development District
c/o Inframark
313 Campus Street, Celebration, FL 34747

33. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

34. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

**Down to Earth
Landscape & Irrigation**

**Overoaks
Community Development District**

Name: _____
Title: _____

Name: _____
Title: Chair/Vice Chair, Board of Supervisors

Exhibit A: Scope of Services

Exhibit B: Contractor's Bid Form

Exhibit C: Maintenance Map

Weekly Landscaping Maintenance Report for the Overoaks Community Development District

Date of maintenance visit: _____ Supervisor: _____

Listing of problems and locations (include color pictures and addresses or intersections):

1. Insect and plants: _____

2. Disease and plants: _____

3. Nutrient problems and plants: _____

4. Dry plants: _____

5. Wet plants: _____

6. Dead plants removed: _____

7. Tree service work needed: _____

8. Irrigation damage and repairs: _____

Extra work performed:

1. Number of workers: _____
2. Their title(s): _____
3. Hours per worker: _____
4. Description of work performed: _____

List of any items the District needs to know of or any extra work that is recommended to be performed outside of the scope of the Agreement (include estimate of time to perform the work). _____

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

*[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]
Overoaks Community Development District*

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

Name of Proposer: Down To Earth

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the “Scrutinized Companies that Boycott Israel List” nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida’s E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Overoaks Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

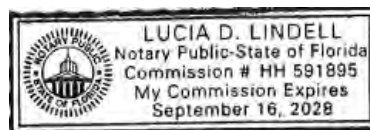
Tom Joppa

Signature of Authorized Signatory of Proposer

Sworn before me on this 19th day of September, 2025

Lucia D. Lindell

Notary Public Signature



Notary Stamp



Juniper

DESIGN | BUILD | MAINTAIN

Overoaks CDD

Kissimmee, FL

Table of Contents



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Juniper Sync (service ticket system)
Juniper Advance Mapping

OUR SERVICES

More Than Just Maintenance

QUALIFICATIONS

Certifications & Licenses

PORTFOLIO

Juniper Communities



SUBMITTED BY:

Rodrigo Leon
Client Relations Manager
(239) 446-9329



Dear Board of Supervisors:

Thank you for considering Juniper to be a part of your landscape maintenance contract bidding process for OVEROAKS CDD. At Juniper, our team of professionals understands that each project is unique because no two clients are identical. We bring a straightforward, focused analysis to each property's individual needs. We take pride in our commitment to quality, dependability, and industry best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

With over 20 years of experience in servicing communities throughout Florida, Juniper has been providing excellent landscaping services and has skilled team members dedicated to your landscaping initiatives. We understand the importance of maintaining a beautiful and well-maintained landscape, and we take pride in our attention to detail and commitment to delivering exceptional results.

We look forward to having the opportunity to work with you and to discuss the enclosed information. If you have any questions, please contact me at 239-446-9329.

Thank you,

Rodrigo Leon

Client Relations Manager

239-446-9329

Rodrigo.Leon@juniperlandscaping.com

ROOTED IN FLORIDA

HOW IT ALL STARTED

Juniper was established in 2001 on a small farmhouse in Fort Myers, Florida. This location now serves as our corporate headquarters, although we have expanded by constructing additional buildings throughout the state of Florida. From the very beginning, we started with the commitment to deliver the best value and on-time projects. This commitment has helped Juniper grow from a small custom landscape operation with just a few employees to multiple locations throughout Florida. Over the last 20 years, a lot has changed, and we take pride in the technology, service, and quality we continue to provide.

**Juniper was founded in Florida
and all our leadership team lives in-state.**



2001 Juniper Office



East Coast	Central	West Coast
FORT LAUDERDALE	BELLEVUE	BONITA SPRINGS
JUPITER	LAKELAND	BRADENTON
MELBOURNE	LITHIA	ESTERO
PORT ST LUCIE	OCALA	FORT MYERS - CORPORATE
VERO BEACH	ORLANDO - CENTRAL	FORT MYERS
VIERA	ORLANDO - SOUTH	NAPLES
WEST PALM BEACH	ORLANDO - WEST	PANAMA CITY
	WESLEY CHAPEL	SARASOTA
		TAMPA
		VENICE
		WIMAUMA

COMPANY OVERVIEW

SERVICES & QUALIFICATIONS

Design



Build



Maintain



Resources & Qualifications

- ✓ 2,500+ Team Members
- ✓ Licensed Landscape Architects
- ✓ Certified Landscape Designers
- ✓ Certified Irrigation Designers
- ✓ Certified Pest Control Operators
- ✓ Certified Horticultural Professionals
- ✓ Certified Landscape Contractors
- ✓ ISA Certified Arborists
- ✓ In-house Agronomist
- ✓ State Irrigation License
- ✓ Certified Hunter Central Control
- ✓ Certified Rain Bird Central Control



LOCAL BRANCHES

YOUR LOCAL LANDSCAPE EXPERTS

Orlando - East

7032 Old Cheney Hwy.
Orlando, FL 32807

Orlando - West

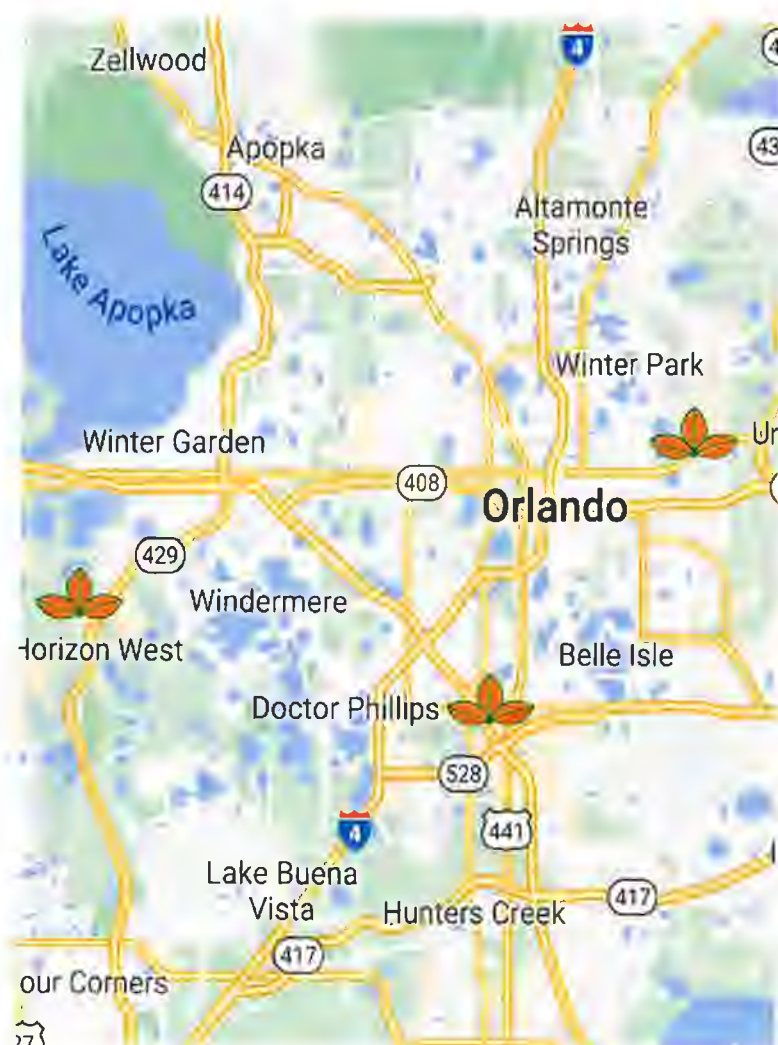
4000 Avalon Rd.
Winter Garden, FL 34787

Orlando - South

285 E Oak Ridge Rd
Orlando, FL 32809

**We provide you
with complete
landscape services:**

- ✓ Maintenance
- ✓ Irrigation
- ✓ Fertilization
- ✓ Pest Control
- ✓ Arbor Care
- ✓ Seasonal Color
- ✓ Storm Prep/Recovery
- ✓ Landscape Design
- ✓ Installation



Our Juniper team members live in your area and are experienced professionals familiar with the local landscape palette.



CLIENT TEAM

RESOURCES



DESIGN - Support Team

- ✓ IA Certified Irrigation Designers
- ✓ Landscape Designers
- ✓ Landscape Architects

BUILD - Support Team

- ✓ State Licensed Irrigation Designers
- ✓ Licensed Hunter & Rain Bird Installer
- ✓ Certified Landscape Contractors

MAINTAIN - Support Team

- ✓ Certified Horticultural Professional
- ✓ State Licensed Certified Pest Control Operator
- ✓ State Licensed Irrigation Contractor
- ✓ ISA Certified Arborists
- ✓ In-House Agronomist

Our Core Values:

A Sense of Urgency

A Constant Communicator

Mission Over Ego

We Do What We Say

Relentless

Grow and Adapt



JUNIPER

APPROACH

Juniper Client Team



Division
Branch Manager



Maintenance
Account Manager



Client Relations
Manager



Irrigation
Techs



Maintenance
Crews



Horticultural
Techs

Branch Manager

Oversees the overall quality of the project, ensures contract items are completed timely and communication reports are being completed. Works with account manager on managing all tree pruning and enhancements.

Account Manager

Works with association manager on updating of schedules and the quality control and verification of completion of work orders. Manages all service requests related to maintenance services and manages crews to meet scheduled services.

Production Manager

Works with crews on updating of schedules and the quality control and verification of completion of work orders. Manages all service requests related to maintenance services and manages crews to meet scheduled services.

Irrigation Technician

Performs inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

Fertilization & Pest Control Technician

Performs regular inspections for shrub and lawn damaging insects such as mealybugs, aphids, spider mites, chinch bugs, sod webworms, and grubs.

JUNIPER

APPROACH

Turf Management

Our account managers perform regular inspections for lawn damaging insects such as chinch bugs, sod webworms, and grubs. This, combined with our comprehensive irrigation and fertilization program, will keep turf areas thick and healthy.

Shrubs Management

Detailing includes trimming and pruning of all shrubbery, ornamental trees, and groundcover, removal of tree suckers, as well as the defining of bed lines and tree saucers. Our “weed first” approach ensures the spraying of pre and post emergent herbicides and pulling existing weeds is the project foreman’s priority.

Fertilization & Pest Control

Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.

Water Management

Juniper’s certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.



SERVICE REPORTS & MAPS

SAMPLES

Fertilization & Pest Reports

Juniper
Design - Build - Maintain

SAMPLE

Regular service schedule maps are created and customized for each community.

Service Rotation Map



Irrigation Reports

Juniper
Design - Build - Maintain

SAMPLE

SERVICE AREA MAP



Measurement Totals

- Turf: 858,262 Sq ft = 19.70 Acres
- Bed Area: 63,076 Sq ft = 1.45 Acres
- Hard Edge: 26,541 LF = 5.03 Miles
- Weed Eating: 32,125 LF = 6.08 Miles

COMMUNITY ORG CHART

COMMUNITY NAME



START UP

COMMUNICATION

At Juniper, we understand that a well-planned communication strategy is essential for a successful start-up and to delivering superior customer service.

Communication Plan

Juniper schedules and hosts recurring 30-minute Virtual Meetings (prior to actual startup and ongoing afterward).



SCHEDULE

- 30 days prior to start date – Every other week Virtual Meeting (20-30 Minutes)
- First 90 days after start date – Every Other Week Virtual Meeting (20-30 minutes)
- 4th- month thru 6th month – Monthly Virtual Meeting (20-30 minutes)



ATTENDEES

Who is typically included in these meetings?

- Juniper
- Account Manager
- Branch Manager
- Other Juniper staff depending on current issues
- Your Association (You Choose)
- Property Management
- Interested Key Landscape Committee Members
- Interested Board Members

PURPOSE

- The intent of the Virtual Meeting is to create and maintain a convenient way for Juniper to provide quick updates, get quality feedback, identify issues, generate ideas, create strong communication and set us all up for success.
- These meetings are in addition to any regularly scheduled walk-thrus or onsite meetings between Manager/BOD and Juniper.

AGENDA

- Juniper Account Manager & Branch Manager - Operations update
- Manager/BOD – Feedback, requests, suggestions, immediate issues/concerns
- Identify clear next steps

START UP

FIRST 60 DAYS

Page 154

Landscape Maintenance

SERVICE REQUEST MEETING

Meet with association management to review and prioritize all open service requests and any outstanding work orders.

JUNIPER ADVANCE PROPERTY MAPPING

Complete drone flight of community and upload mapping.

DETAILED PROPERTY REPORT

A detailed report with photos will be submitted to the BOD/Manager to provide insight into the areas that can be improved quickly, as well as those that may take additional work. This thorough report will give a point of reference of where the property was at take over and act as a benchmark for future performance.

SCHEDULE OF SERVICES MAP

Production team is working on the schedules that will be provided to the HOA.

Irrigation Wet Check Schedule

Mowing Schedule

Shrub Pruning Schedule

PROPERTY MOWING TECHNIQUES

Uniformed crews begin proper and corrective mowing techniques using daily sharpened and clean blades, mowing at a proper height for the St. Augustine turf areas.

PROPER PRUNING TECHNIQUES

Uniformed crews begin proper and corrective pruning techniques, using clean, sharp shears and loppers.

WEED CONTROL

Uniformed crews begin weeding and cleaning of beds, applying herbicides, and correcting bed lines.

IRRIGATION

Set meeting with management and landscape/irrigation committee to discuss open items along with any concerns, and to set the starting point for the irrigation maintenance check.

START UP

FIRST 60 DAYS

Fertilization & Pest Control

ADDRESS IMMEDIATE ISSUES

Areas with active pest issues will be addressed immediately.

L&O EVALUATION REPORT

A detailed report which evaluates the property based on the health and vigor of the lawn and landscape will be submitted to the BOD/Manager.

SOIL TESTING

Collect soil samples from various locations of the property to send to A&L Labs or to the University of Florida for analysis. This data is the basis of how we will tailor the fertilization program going forward.

CORRECTIVE PLAN

Areas with pest, fungus, or weeds will be documented with pictures and a corrective plan will be put in place. Weed varieties or pest issues that cannot be eliminated due to environmental conditions and/or restrictions will also be documented and brought to the BOD/Property Manager's attention.

- ✓ Begin treatment of turf/shrub damaging insects
- ✓ Begin treatment of turf/shrub disease
- ✓ Begin fertilization of turf areas.
- ✓ Begin fertilization of shrub bed areas, trees and palms

Annual Flower Display

PLAN TO IMPROVE ANNUAL FLOWER DISPLAYS

- ✓ Review soil conditions (soil amendments may be needed).
- ✓ Provide options based on season.
- ✓ Work with landscape committee to develop plan for the entire year so we can look at contract growing flowers.

START UP

FIRST 60 DAYS

Initial Irrigation Inspection

Evaluation of all key elements of the irrigation system with an Initial Irrigation Evaluation Report to be submitted to the BOD/Manager.

Our irrigation team will inspect all irrigation controllers & review functionality. We will be looking for faulted communication errors & abnormal milliamp usage which could also cause intermittent communication issues between controllers & valves. Controllers will also be inspected for proper grounding & grounding rods.

FIELD INSPECTIONS

- ✓ Inspect for faulty zones.
- ✓ Inspect all wire connections.
- ✓ Once functioning, inspect zone for functionality & coverage.
- ✓ Check if components are still under manufacture warranty.
- ✓ All sprinkler heads will have been cleaned or nozzles replaced and adjusted per contract.
- ✓ Any immediate changes made during the evaluation per our contract will be noted and reported.
- ✓ Increase runtimes for zones that have been showing signs of drought stress.
- ✓ Any major repairs that may be needed will be submitted in the form of a proposal.

PROGRAMMING & OPTIMIZATION

- ✓ Review all run time programming.
- ✓ Review system pressure and typical zone GPM.
- ✓ Make suggestions for optimization to improve communication & efficiencies.
- ✓ Optimize program run times.
- ✓ Begin to identify/label the irrigation zones.

START UP

EQUIPMENT LIST

Mowing Operations

- ☐ Trucks
- ☐ 20' Enclosed Trailers
- ☐ 60' ZTR's
- ☐ 48-52" Stand-On or Walk Behind
- ☐ Reel Mower
- ☐ Backpack Blowers
- ☐ Stick Edgers

Prune Detail Operations

- ☐ F-450 Dump
- ☐ F-350 Pickup
- ☐ ATV/UTV
- ☐ Hand-Held Double-sided Shears
- ☐ Extended Shears
- ☐ Backpack Blowers
- ☐ Backpack Sprayers
- ☐ Miscellaneous hand shears, loopers, pole saws, etc.

Irrigation Maintenance Operations

- ☐ Enclosed Utility Truck
- ☐ Zone Wire Tracker
- ☐ Siphon King Submersible Water Pump

Fert/Pest Control Operations

- ☐ Z-Spray Rigs
- ☐ Gator UTV
- ☐ 100 Gallon Multipurpose Skid Sprayer

Overoaks Community Development District

Official Proposal Form for Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: Juniper Landscaping

In accordance with the solicitation of proposals issued by the Overoaks Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

1. Turf Maintenance	\$ <u>97,490.00</u>
2. Shrub And Groundcover Maintenance	\$ <u>34,870.00</u>
3. Tree Maintenance	\$ <u>20,230.00*</u> *Includes Palms
4. General Site Maintenance: Trash And Debris Disposal	\$ <u>5,200.00</u>
5. Irrigation System	\$ <u>13,750.00</u>

Total Yearly Cost for the first year of the above items	\$ <u>171,540.00</u>
--	-----------------------------

6. Annuals Maintenance/Installation	\$ <u>n/a - TBD</u>
7. Mulching for Tree and Shrub/Groundcover Bed Areas	\$ <u>18,850.00</u>

Estimate of total cubic yards proposed to service the property: 290 cubic yds

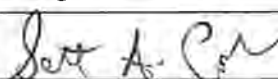
Cost of Mulch Per Cubic Yard \$ 65.00

Irrigation Hourly Rate for items not included in the Scope of Services: \$ 70.00

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Scott A. Carlson

Title of Authorized Signatory of Proposer: Regional Director

Signature of Authorized Signatory of Proposer: 

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

*[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]
Overoaks Community Development District*

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

Name of Proposer: JUNIPER LANDSCAPING - Scott A. Carlson

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the "Scrutinized Companies that Boycott Israel List" nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

SAC

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Overoaks Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

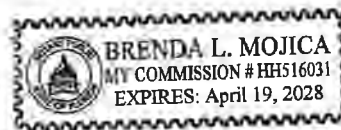
Scott A. Pl

Signature of Authorized Signatory of Proposer

Sworn before me on this 19th day of September, 2025

Brenda L. Mojica

Notary Public Signature



Notary Stamp

CLIENT REFERENCES

PROPERTY: CENTER LAKE RANCH CDD

Contact: Nora Schuster

Company: Taylor Morrison

Email: nschuster@taylormorrison.com

Phone: 407-725-3146

PROPERTY: HERITAGE ISLE CDD

Contact: Ken Walter

Company: Heritage Isle CDD Board Member

Email: kwalterCDD@gmail.com

Phone: 703-475-1913

PROPERTY: ALAQUA LAKES

Contact: Jeff Daniel

Company: Castle Group

Email: jdaniel@castlegroup.com

Phone: 407-284-9316

PROPERTY: TIMACUAN HOA

Contact: David Vallila

Company: Peak Star Consulting

Email: david@peakstarconsulting.com

Phone: 407-757-7184

CLIENT REFERENCES

Jonathan Pentecost

Division President SWFL

"Since 2005, Juniper Landscaping has provided quality material and workmanship for thousands of homes built for DR Horton and our brands in Southwest Florida. I have found not only their prices to be competitive, but they are highly skilled operators with excellent execution in their business from first negotiation to last install and warranty."

Rhonda Brewer

V.P. Community
Development

"Juniper is a full service landscape, irrigation, and maintenance company with exceptional customer service and quality. They have the expertise and attention to detail which make working with them a pleasure and our projects a success. I would highly recommend Juniper for any landscape or irrigation project."

Mike Lewis

V.P. Purchasing,
Design & Architecture

"Juniper Landscaping is truly a full service operation. From incredible landscape designs by the team at Botanics Design Group to top quality material and installation services to best in class maintenance operations keeping the landscaping looking beautiful long after the initial install, Juniper does it all with some of the best people in the business."

John R. Peshkin

Managing Principle

"Juniper is a first-class organization focused on customer satisfaction. The turn-key services they provide us from preliminary design and budgeting to construction and long-term maintenance have helped streamline our land development efforts. Juniper provides excellent quality work and is a trusted and valued trade partner."

Bob Koenig

Vice President

"Juniper has successfully completed a diverse range of projects for our company such as an addition to a high end resort hotel, a custom home whose owners wanted their landscaping to make a statement, institutional work, a streetscape project on 47th Terrace in Cape Coral and code minimum projects for warehouses and manufacturing. Throughout each of these projects Juniper Landscaping has been able to work effectively with our team on site to meet the demands of the budget and the schedule required for each project while providing a quality project. I highly recommend Juniper."

CUSTOMER SERVICE

On-Site Management

People make the difference. We understand that for many residents, speaking in person with a manager is preferable. For this reason, a manager always accompanies Juniper crews & is available on-site for communication & problem-solving.

In-House Customer Care Team

We believe that providing great customer service is key to providing the best landscape services. To that end, we have created a department dedicated to supporting residents, account managers & field teams.

To assist owners with maintenance and irrigation concerns, Juniper offers homeowners multiple options:

OPTION 1:

Visit junipercares.com and click on "Community Service Request." Create a ticket by following the simple prompts.

OPTION 2:

Email customerservice@juniperlandscaping.com, noting the concern.

OPTION 3:

Call Customer Service at (239) 561-5980 to speak with a representative.



Juniper Sync Work Order System

Utilize our online work order system to create & track work orders for your property. Managers & residents can easily create an account to use immediately.

HIGHLIGHTS

- ✓ Live Dashboard/ Ticket Summary
- ✓ Ticket Aging
- ✓ Custom Filters
- ✓ Detailed Reporting
- ✓ Community Maps
- ✓ Knowledge Base
- ✓ Give a Gold Star

CUSTOMER SERVICE

Service Built for Associations

We take great pride in Juniper Sync, our proprietary customer service software. We created this system with the goal to make it easy for residents to communicate with our team. Juniper Sync is designed for large, full-service communities to enable residents to easily report any issues that need to be addressed.



HIGHLIGHTS

- ✓ Live Dashboard
- ✓ Ticket Summary
- ✓ Ticket Aging
- ✓ Custom Filters
- ✓ Detailed Reporting
- ✓ Knowledge Base
- ✓ Give a Gold Star
- ✓ & Much More



Scan QR Code:
Juniper Sync
Full Tour



CUSTOMER SERVICE

Work Orders Simplified

- ✓ Residents can view the status and act on all their tickets.
- ✓ Designed to provide the information needed to handle requests quickly.
- ✓ We provide in person training along with videos that can be easily shared with residents.



NOTIFICATIONS

Status updates from our team are sent to residents via:

- ✓ Text Message
- ✓ Email

**Submit
a ticket in
60 seconds!**

**Scan QR
Code Below**



CUSTOMER SERVICE

Information at Your Fingertips

- ✓ Community managers can see work order statuses on one page.
- ✓ Customer filters make it easy to organize.
- ✓ Ticket ageing on tickets allows for managers to quickly see real time aging on all work orders.



TICKET INFORMATION

- ✓ Issue category
- ✓ Ticket age
- ✓ Location of request
- ✓ Images of request
- ✓ Description, contact info, replies and related tickets

**See How
it Works!**

**Scan QR
Code Below**





Juniper
MAPPING

Full Video Walk Through

- 



JUNIPER MAPPING

Image Quality Comparison

Juniper Mapping provides the community with high resolution photos that provide more detail than Google Earth.



JUNIPER MAPPING

Track Improvements Side-By-Side

With Juniper Mapping, you can see the quality improvements to the community landscape side-by-side.



PROPOSAL

JUNIPER MAPPING

REPORTING

Juniper Mapping Full Tour

The Juniper Mapping Tool is an efficient and precise tool that enables our team members to collect vital information about a project. We can make informed decisions and adjust design plans to align with the client's vision. Watch the full video to get a better understanding of how the Mapping Tool works.



Full Video Walk Through



PROPOSAL

JUNIPER MAPPING

REPORTING

Annotation Report Summary Page


The tools within Juniper Mapping provide on-demand information like GPS coordinates, slopes/vertical heights, accurate area measurements plus the ability to catalog /inventory trees or other community assets.



Location 📍

Label	Title	Elevation	Coordinates
1 	Valve Box Location	77.53 ft	28.9654104, -81.9668117


Distance ↘

Label	Title	Horizontal Length	Surface Length	Slope	Vertical Height
2 	Sample Line Lake Bank	74.30 ft	74.73 ft	4.5° 7.87%	5.85 ft

Area 📐

Label	Title	Area	Surface Area
3 	Softball Field	1.14 acres	1.14 acres

Count ∴

Label	Title	Quantity
4 	Sabal Palms	6

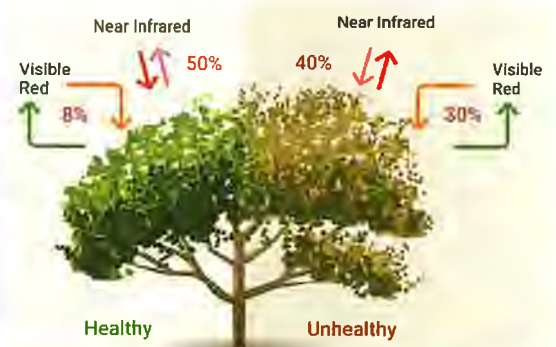
JUNIPER MAPPING

TOOLS

Plant Health Assessment

Healthy vegetation reflects more of certain types of light than unhealthy vegetation. Juniper Mapping creates a map that highlights differences within your area of interest.

This tool allows us to quickly identify areas of concern at start-up to begin treatments and track progress.

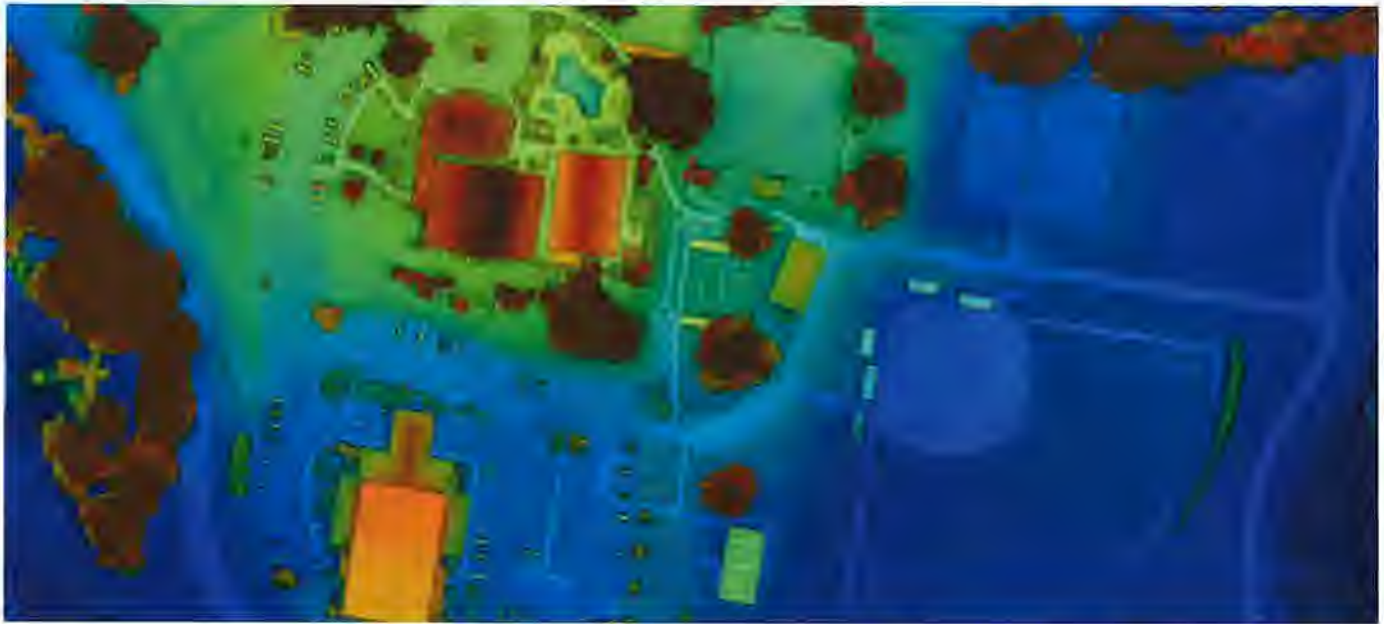


JUNIPER MAPPING

TOOLS

Ground Elevation

Juniper Mapping provides a complete elevation map, allowing us to make better decisions when it comes to the draining and movement of water.



JUNIPER MAPPING

TOOLS

Area & Line Tool

The Area & Line Tools provide the community with accurate information on demand. Line Tool provides the elevation profile of any area flown.

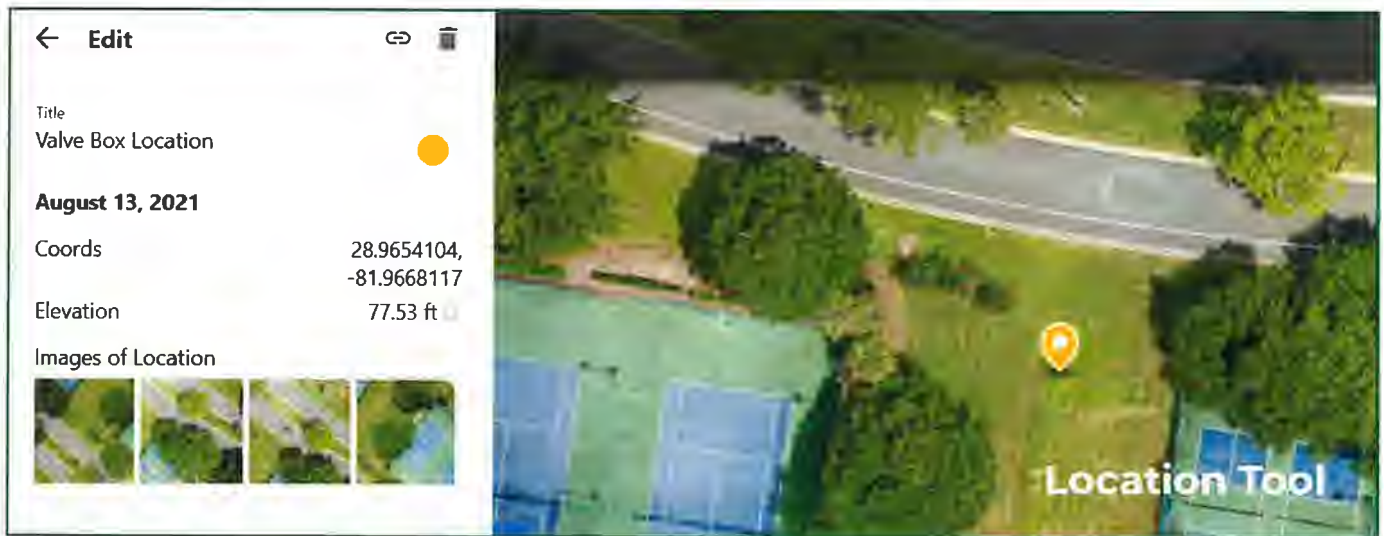


JUNIPER MAPPING

TOOLS

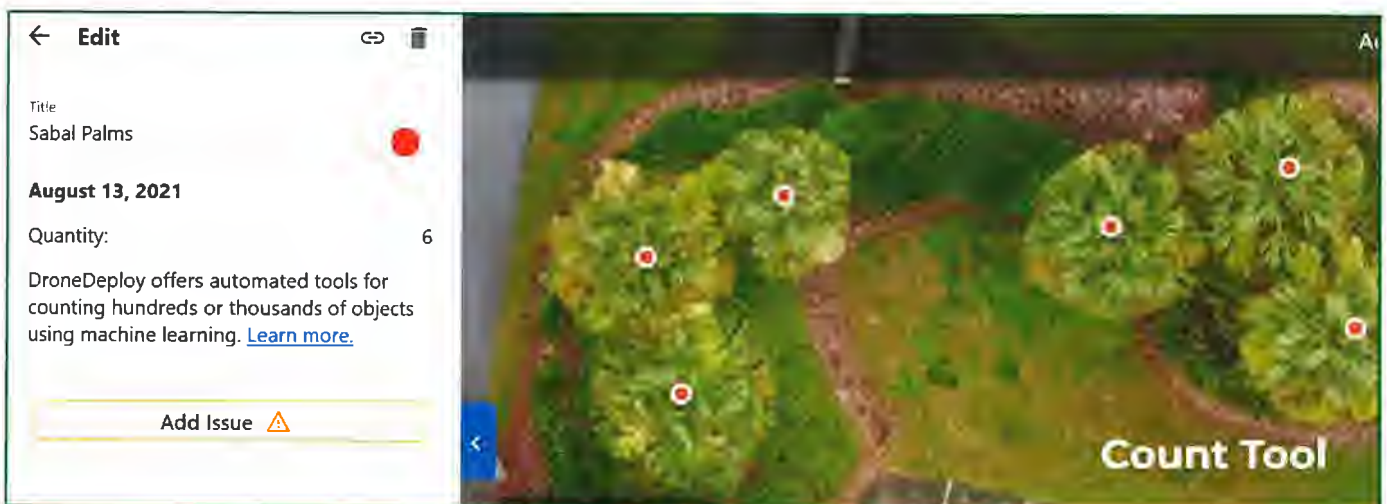
Location Tool

The Location Tool allows us to GPS locate/document anything in the community. This is great for irrigation controllers, flush points, filters, valves, & shut offs.



Count Tool

The Count Tool makes creating an inventory of anything easy.



LANDSCAPE MAINTENANCE

Juniper has been exceeding industry standards in the area of quality and dependability in Florida since 2001.

Our landscape maintenance teams work closely with the irrigation and horticultural teams. This combined with regular inspections from our dedicated account managers, helps ensure the quality of work our clients expect.



LANDSCAPE INSTALLATION

Our design and installation teams make an award-winning combination.

Our teams work hard to deliver a quality project on time and on budget.

- ✓ Landscape Design Firm of the Year
- ✓ Best Landscape Design Custom Home
- ✓ Merit Award Design Residential
- ✓ Award Best Landscape Design



OUR SERVICES

LANDSCAPE IRRIGATION

State Licensed Irrigation Contractor

What is a certified irrigation specialty contractor's license?

An irrigation specialty contractor's license is a certified (state-wide) specialty license developed by the Construction Industry Licensing Board to permit contractors to install, maintain, repair, alter, extend, manage, monitor, audit, or, if not prohibited by law, design irrigation systems.

Water Management

- ✓ Central control management
- ✓ Converting beds to drip irrigation
- ✓ E/T weather-based controllers
- ✓ Soil moisture sensors
- ✓ Pressure regulated components
- ✓ High efficiency sprinklers



LANDSCAPE IRRIGATION

Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned in to the property manager for authorization.



Maintenance

- ✓ Water Management
- ✓ Repairs
- ✓ Water Monitoring
- ✓ Reporting
- ✓ Wet Checks

Installation

- ✓ Infrastructure
- ✓ Pump Stations
- ✓ Central Control
- ✓ Residential
- ✓ Commercial

LANDSCAPE HORTICULTURE

Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems.

Both our management team and technicians have undergone specialized training and received GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.



LANDSCAPE ARCHITECTURE

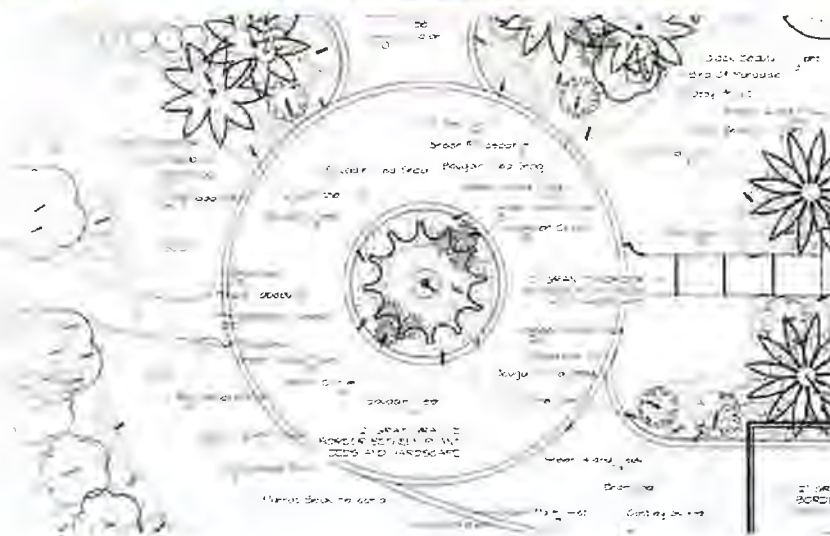
Complete Landscape Architecture and Design Services

Our design team can assist boards in creating master plans for communities. Providing design hardscape features, 3D renderings of landscape plans, and complete landscape plans.



Juniper Design Team

- ✓ Licensed Landscape Architects
- ✓ Certified Landscape Designers
- ✓ Certified Irrigation Designers
- ✓ ISA Certified Arborists
- ✓ In-house Agronomist
- ✓ State of Florida Irrigation License
- ✓ Certified Hunter IMMS Installer
- ✓ Certified Rain Bird IQ Installer



NURSERY & TREE FARM

We know it because we grow it!

With our over 200 acres of nursery & tree farms, we can deliver custom, quality plant material to fit the individual needs of our clients. Additionally, our dedicated plant buyer travels throughout the state in search of the best plant material.

By keeping our finger on the pulse of the plant market, we can maximize value for each client.



OUR SERVICES

SEASONAL COLOR

We create custom schedules for our communities on the annual color program. Our annual flower beds are designed and installed to emphasize color, profusion, and display in high-profile areas.



Seasonal Flower Program

- ✓ Contract grown flowers
- ✓ Custom designed displays
- ✓ Scheduled installation
- ✓ Fresh look all year
- ✓ Best in quality annuals
- ✓ Enhanced landscape areas
- ✓ Additional fertilization keeps flowers looking great



ARBORICULTURE

WITH JUNIPER

Juniper has multiple ISA certified Arborists that are available for everything you may need for your tree health care. Preventive maintenance helps keep trees in good health while reducing any insect, disease, or site problems.

Why We Hire an Arborist?

Arborists specialize in the care of individual trees. They are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly. Proper tree care is an investment that can lead to substantial returns. Well cared-for trees are attractive and can add considerable value to your property.



STORM RESPONSE

Resources When You Need Them Most!

In preparation for and after a storm, Juniper has additional team members who are critical resources during storm events. They provide not only added manpower but also bring with them the trucks and heavy equipment needed to handle storm cleanup.



Company Resources

- ✓ 3,200+ team members statewide
- ✓ 26 locations throughout Florida
- ✓ 20,000 gallons of onsite fuel
- ✓ 1,100 trucks in our fleet
- ✓ Landscape Designers & Architects
- ✓ Teams throughout Florida
- ✓ Extensive supply of heavy equipment

SPORTS TURF

Complete Sports Turf Maintenance

Gone are the days of playing ball in a dirt lot. Today, residents in communities expect playing fields and parks to be safe for their families. You want to work with a company like Juniper who has industry experience & advanced knowledge in sports turf.



Services

- ✓ Agronomic Services
- ✓ Agronomic Consulting
- ✓ Topdressing
- ✓ Fertilization Programs
- ✓ Pest & Disease Management
- ✓ Weed Management
- ✓ Cultivation Services
- ✓ Aerification
- ✓ Slicing
- ✓ Fraze Mowing
- ✓ Deep-Tine Soil Reliever



EDUCATIONAL CLASSES

Presentations & CEUS Available for Classroom or Online Learning

At Juniper Landscaping we offer CEU courses that cover a variety of subjects that include irrigation, palm tree care, turf care, and tree selection.



Current Courses

- ✓ Irrigation 101
- ✓ Horticulture 101
- ✓ Tree Selection
- ✓ Pest ID Lawn & Ornamental
- ✓ Planting Principles & Plant ID
- ✓ Diagnosing Landscape Issues

Our Green Industry experts' courses are designed to assist managers to make the best decisions to maximize their property's beauty and ease of maintenance.



AWARD-WINNING LANDSCAPES

Exceeding Industry Standards



Pinnacle Awards

- ✓ Best Landscape Design Custom Home
- ✓ Award Best Landscape Design
- ✓ Merit Award Design Residential
- ✓ Landscape Design Firm of the Year

Aurora Awards

- ✓ Landscape Design/Pool Design
- ✓ Best Custom home for "La Castille"

Sand Dollar Awards

- ✓ Best Community Feature of the Year
- ✓ Best Landscape Design 30-50k
- ✓ Best Landscape Design under 30k
- ✓ Best Landscape Design over 50k

Summit Awards

- ✓ Best Contracting Landscape 5-8 million+
- ✓ Merit Award for Infrastructure & Landscape

QUALIFICATIONS

SAFETY & TRAINING

We prioritize the safety of our clients & our team members in the highest regard. We have implemented a company-wide safety program that is administered through our safety coordinator & local branch managers.



Initial Hire Program

- ✓ Safety rules
- ✓ New hire safety orientation
- ✓ Required & use of PPE

Initial Hire Program

- ✓ Equipment certifications
- ✓ Weekly safety meetings
- ✓ Daily jobsite reviews
- ✓ Traffic control systems
- ✓ Best practices training
- ✓ Safety rewards/swag based on safety performance
- ✓ Online training tools



**SCAN QR CODE TO WATCH
VIDEO HIGHLIGHTS OF OUR
IN-HOUSE TRAINING PROGRAM**

CERTIFICATIONS & LICENSES

Our Qualified Team

At Juniper, many of our team members hold valuable certifications and licenses. Their years of experience, along with additional training, enables them to provide our customers with trustworthy answers.

Certifications & Licenses

- ✓ Licensed Landscape Architects
- ✓ Certified Landscape Designers
- ✓ Certified Irrigation Designers
- ✓ Certified Pest Control Operators
- ✓ FNGLA Certified Horticultural Professional
- ✓ FNGLA Certified Landscape Contractor
- ✓ ISA Certified Arborist
- ✓ State of Florida Irrigation License
- ✓ Certified Hunter IMMS Installer
- ✓ Certified Rain Bird IQ Installer
- ✓ Best Management Practices (BMPs)



QUALIFICATIONS

CERTIFICATIONS & LICENSES



LEADERSHIP

TEAM



Brandon Duke
Chief Executive Officer

Brandon Duke is Juniper's Chief Executive Officer and has been in the landscape industry for almost 15 years. He purchased the company from his father in 2016 after working with the family business since 2008. Under his leadership, Juniper has become the 17th largest landscaping company in the nation.

Brandon has since worked tirelessly to make Juniper not only have an impressive reputation for quality of work, but also for a positive culture. Since Brandon became CEO, Juniper has grown from one location with 20 employees to 19 locations with nearly 2,000 employees, all of which he oversees.

Brandon has been recognized as one of Lawn and Landscape's Top 100 Landscapers consecutively for the past 7 years. Most recently, he was named 2022 Entrepreneur of the Year by Business Observer after growing company revenue by an impressive 38.6% during the COVID-19 pandemic.



Dan DeMont
Chief Revenue Officer

Dan deMont joined the Juniper team in 2011 at a time when Juniper was just one branch. As the company's first business developer, he focused on diversification in three categories. First, service offering. Second, client base. Third, footprint.

Dan and Brandon were the architects of Juniper's Design, Build and Maintain strategy. This caught like wildfire by 2012 as clients saw overwhelming value in having a sole source provider with full accountability. This value fueled rapid expansion of market share with existing clients and set Juniper up for an influx of new clients.

Under Dan's leadership and in significant organic fashion, Juniper expanded into new geographic markets. Juniper's footprint covers the entire southern half of Florida and services their clients from 9 branches and counting. Juniper is solicited to new markets for the largest and highest profile jobs in the state.



Jake Rubin
Chief Operations Officer

Jake Rubin is Juniper's Chief Operating Officer. He works to establish peak operational performance through the creation and implementation of best practices at all levels of the company.

By engaging with branch teams across the organization, Jake has delivered improvements to operating margins and established processes focused on increased efficiency and quality. He also partners with Juniper's HR team to develop and deliver operational improvement training programs to all branch operations teams.

Jake has a background of over 15 years in leadership roles managing large-scale, private equity-backed, multi-state operations in the transportation, construction, landscape, and commercial services industries. He is very experienced in areas such as margin improvement, merger and acquisition integration, and asset management at an enterprise level.

MEET THE TEAM

JOSH BURTON

Account Manager

Josh Burton is the Regional Director for Juniper, with years of experience and has a deep passion for the Green Industry. Before joining Juniper, he ran a successful landscape firm for 23 years. Josh is originally from Lakeland and holds a degree from Florida Southern College. He is a licensed State Certified Irrigation Contractor and a Certified Pest Control Operators License with the Florida Department of Agriculture and Consumer Services.

Josh's main strength lies in Operations, where he excels in building great teams, developing effective plans, setting achievable goals, and holding team members accountable. By breaking down a property into smaller segments, he ensures high customer satisfaction. Josh firmly believes that teamwork is essential and that it can achieve great things.

HIGHLIGHTS

- ✓ Over 20 Years Green Industry Experience
- ✓ Licensed State Certified Irrigation Contractor and a Certified Pest Control Operator
- ✓ Florida Southern College Graduate
- ✓ Construction Industry Licensing Board

ORLANDO WEST
4000 Avalon Rd
Winter Garden, FL 34787



QUALIFICATIONS

INSURANCE

JUNIPER



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/01/2025

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

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

PRODUCER MARSH USA LLC 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 (202) 383-5041 - 76-76		CONTACT NAME _____ PHONE (A/C, No. Ext.) _____ FAX (A/C, No.) _____ E-MAIL _____ ADDRESS _____															
INSURED Juniper Landscaping of Florida, LLC 4415 Metro Pkwy Ste 300 Fort Myers, FL 33916-9425		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A - General Security Indemnity Company of AZ</td> <td>20559</td> </tr> <tr> <td>INSURER B - Safety National Casualty Corporation</td> <td>15100</td> </tr> <tr> <td>INSURER C - Local American Insurance Co.</td> <td>15691</td> </tr> <tr> <td>INSURER D - American Guarantee & Liability Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER E - Marsh Insurance Company</td> <td></td> </tr> <tr> <td>INSURER F - Estimote American Specialty Insurance Company</td> <td>41718</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A - General Security Indemnity Company of AZ	20559	INSURER B - Safety National Casualty Corporation	15100	INSURER C - Local American Insurance Co.	15691	INSURER D - American Guarantee & Liability Insurance Co.		INSURER E - Marsh Insurance Company		INSURER F - Estimote American Specialty Insurance Company	41718
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OWNED		GSA4639112661-01	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fire Damage \$ 100,000
B	AUTOMOBILE LIABILITY		22200099900 (\$2Mxs\$2M primary)	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Per accident) \$ 5,000,000
E	<input checked="" type="checkbox"/> ANY AUTO		EXT30091805100 (\$1Mxs\$4M)	07/01/2025	07/01/2026	BODILY INJURY (Per person) \$
F	OWNED AUTOS ONLY LEASED AUTOS ONLY AUTOS ONLY	SCHEDULED AUTOS NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		TUE 3161764 06 (\$5M Primary)	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 10,000,000
D	EXCESS LIAB CLAIMS-MADE		AEC 6661232-02 (\$5Mxs\$5M)	07/01/2025	07/01/2026	AGGREGATE \$ 10,000,000
	DED RETENTIONS					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		LDS4069460 (FL NC, PA SC TX)	07/01/2025	07/01/2026	E L EACH ACCIDENT \$ 1,000,000
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N N/A	PS4069459 (WI) Deductible \$500,000	07/01/2025	07/01/2026	E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
G	Professional Liability		VPPL022057	01/01/2025	01/01/2026	Ded \$5K /Limit 2,000,000
H	Pollution Liability		EV20184607-07	01/01/2025	01/01/2026	Ded \$10K /Limit 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

FOR BIDDING PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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QUALIFICATIONS

JUNIPER CARES

Making our communities better places to live and work is important, not only for our clients and employees but for all our neighbors in the area. With that in mind, we support many local charitable organizations across the state and use environmentally sound practices.



ADDITIONAL INFO

JUNIPER CARES

The Industry COLLECTIVE is a movement of landscapers, lawn care companies, and suppliers who are unified in their efforts to impact their local communities.

Imagine an entire industry coming together, to serve and to give, for the sole purpose of creating a positive impact locally and around the world. This is Industry Collective.

Industry Collective has designed practical, on-site community service events to minimize headaches and maximize *IMPACT*. This makes it easier than ever to build team morale while serving the needs of communities everywhere.



ADDITIONAL INFO

PORTFOLIO

ST. CLOUD



TWIN LAKES



PORTFOLIO

OCALA



WORLD EQUESTRIAN CENTER



DESIGN SAMPLES

BEFORE & AFTER COMPUTER RENDERINGS

BEFORE



AFTER







Overoaks CDD RFP Response
Landscape Maintenance & Irrigation Services



Property Boundaries and Measurements



We are delighted to present this contract for the landscape management of your property and to partner with you to provide quality services.

ASI Landscapes, a Yardnique Company , is continuously expanding our area of service and we see this as an opportunity to nurture a long-term relationship with you. As we grow, we sincerely hope you will grow with us. We have been entrusted with some of the most prestigious properties and communities. Rest assured, we are fully equipped to care for every aspect of your landscape, and you will witness a remarkable difference.

Effective communication is a cornerstone of our success, and we place significant value on our weekly visits, monthly walks, and consistent communication. These elements are crucial in delivering excellent service, as you have entrusted us to provide quality service in a timely manner while being in constant communication with you and your team. We are passionate about delivering excellent services and communication.

This unwavering dedication ensures that your property preserves its luminosity, attractiveness, and stands out for its unparalleled quality compared to others. We will provide you with opportunities to enhance and improve your landscape through proposals that drive a return on your investment and makes a significant impact for your property. We partner with you to maintain your outdoor environment and look forward to building a partnership with you.

We are excited to demonstrate the difference our services can make and look forward to the opportunity to work with you and create a thriving landscape together!

Sincerely,

Neil McFadyen
Business Developer
neil.mcfadyen@yardnique.com
7276101483

Overoaks Community Development District

Official Proposal Form for Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: ASI Landscape

In accordance with the solicitation of proposals issued by the Overoaks Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

1. Turf Maintenance	\$ <u>95,937.00</u>
2. Shrub And Groundcover Maintenance	\$ <u>57,276.00</u>
3. Tree Maintenance	\$ <u>24,880.00</u>
4. General Site Maintenance: Trash And Debris Disposal	\$ <u>1,053.00</u>
5. Irrigation System	\$ <u>11,520.00</u>

Total Yearly Cost for the first year of the above items	\$ <u>190,666.00</u>
--	-----------------------------

6. Annuals Maintenance/Installation	\$ <u>7,200.00</u>
<small>*No current annuals exist - proposed is to place 600 annuals total at each marquee(Hwy.17 entrance) 4 times per year.</small>	
7. Mulching for Tree and Shrub/Groundcover Bed Areas	\$ <u>26,000.00</u>

Estimate of total cubic yards proposed to service the property: 400

Cost of Mulch Per Cubic Yard \$ 65.00

Irrigation Hourly Rate for items not included in the Scope of Services: \$ 65.00

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Neil McFadyen

Title of Authorized Signatory of Proposer: Business Development Manager

Signature of Authorized Signatory of Proposer: Neil McFadyen

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

*[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]
Overoaks Community Development District*

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

Name of Proposer: ASI Landscape

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the “Scrutinized Companies that Boycott Israel List” nor are we engaged in a boycott of Israel.

E-Verify


5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida’s E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

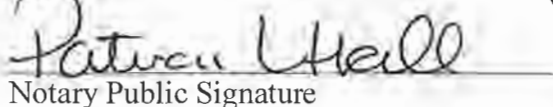
11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Overoaks Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.


Signature of Authorized Signatory of Proposer

Sworn before me on this 8th day of September, 2025


Notary Public Signature



Notary Stamp

Company Resume

Name of Company: Yardnique, Inc.

State of Incorporation: Delaware

Years in Business: 28 years

Affiliated Landscape Companies:

Yardnique | Landmark | Naturescapes | Phoenix | Creative | Unique | TEAM Management | TIGRIS Aquatics | ASI | Decision | Everyday | Tidewater

ASI Landscape is our premier landscape operations management and service provider for Florida.

Approximate Number of Customers: We currently serve about 1,300 communities across the southeastern United States. Our customers consist of large-scale full-service communities of 3,000+ homes, multi-family, hospitality, retail and industrial. Our extensive customer base demonstrates our ability to cater to diverse landscaping needs across various community sizes.

Percent of Business with HOAs: Roughly 80% of our business is with Homeowners Associations (HOAs). We pride ourselves on being community landscaping specialists, focusing on enhancing the outdoor living experience for residents. Our expertise in HOA landscaping allows us to address the unique needs and preferences of these communities effectively.

Publicly or Privately Held: We are a privately held company backed by venture capital. This allows us the flexibility to adapt quickly and efficiently without the constraints of an overarching corporate structure. At the same time, it provides the financial stability and economies of scale associated with a large company, enabling us to invest in the latest technology and best practices in the landscaping industry.

Approximate Annual Revenue: This year, we were ranked 22nd by Lawn & Landscape Magazine's top 100 landscaping companies with \$160 million in revenue. This year, our goal is to reach \$200 million in annual revenue. Our significant revenue growth reflects our expanding market presence and the increasing demand for our services.

Areas Serviced: Yardnique has grown to service five states in the southeast, with plans to expand further into the south and southwest. Our regional growth strategy is focused on delivering exceptional landscaping services while maintaining our commitment to quality and customer satisfaction.

Number of Employees: We currently have over 2,500 employees specializing in various aspects of landscaping and grounds care. Our team is divided into the following service areas:

- **Landscape Management and Maintenance Service:** Ensuring the ongoing health and appearance of landscapes through regular care and upkeep.
- **Landscape Design/Build:** Creating custom landscape designs and executing projects from concept to completion.
- **Landscape Enhancement/Floriculture/Horticulture:** Enhancing existing landscapes with additional features, plants, and flowers to increase aesthetic appeal.
- **Irrigation Design/Installation/Repair/Backflow Certification:** Providing comprehensive irrigation services to ensure efficient water use and landscape health.

Leadership Team / Organizational Structure



Yardnique Founder and CEO
Brian Dumont



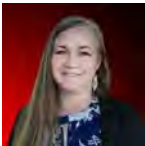
Chief Operating Officer
Jeff Walters



Vice President/Florida
Joe Chiellini



VP of Business Development
Alan Anders



CFO/Florida Operations
Kate West



**Director of Business Development
Florida Operations**
Dominick Portoghese



District Operations Manager
Joe Amarosa



Business Development
Neil McFadyen



Florida Executive Leadership Team – Resumes

Joe Chiellini

VP of Florida Operations

Joe Chiellini is the founder and CEO of ASI Landscape Management, originating in 1993. Coming from humble, ASI is now a multi county commercial business, employing 180 individuals with three branches covering the greater Tampa Bay and Orlando marketspace. Joe Chiellini recently retired from his career as a Captain for Hillsborough County Fire and Rescue. Joe served the people of Hillsborough County for almost 30 years all the while building and growing his landscape management company to where it is today. Joe is active in the Green Industry as well as in the local community. He spends much of his time giving back in as many ways as he can.

Within the business world, Joe does both local and national consulting with a focus on training and strategic planning. In the community, Joe has hosted events such as Wrestling for a Cause, golf tournaments, Give Back Days and various fundraisers benefiting children and families in our area who are in need. Fifteen years ago, Joe started the Krewe of the Knights of St. John, a local HCFR philanthropic Krewe to help serve the spouses and children of fallen firefighters. Joe is also an active member in his Parish of St. Patrick's Catholic Church where he lectures, works on beautification projects and serves with the men of the parish in fundraising.

Dominick Portoghese

Director of Business Development

With over 40+ years of experience in the commercial green industry, Dominick brings to ASI a stellar industry reputation having worked in all aspects of the landscape industry. In this key Business Development leadership role, Dominick will help ensure that ASI Landscape Management maintains its well-respected industry position and continues to grow the company by partnering with select key clients in a variety of market segments and leveraging current partnerships while maintaining ASI's high standard. Being part of ASI's leadership team, customers can be assured that their relationship with Dominick and the entire Business Development team will not end at the point of sale but will continue well beyond. Dominick has exhibited a strong work ethic and extreme desire to succeed all throughout his career.

As such, his never-ending quest to learn all functions and services included in landscape management has afforded him a unique and diverse career. This path started as a summer job in landscape construction and along the way has afforded him key positions in landscape construction; design, irrigation installation and design, the turf industry, the Fertilization and Pest Control industry and commercial landscape management...equally in both Business Development and Operational leadership roles locally, regionally, and nationally. Dominick's diverse industry knowledge, experience and career accomplishments have made him the valued ASI leader he is today.

Kate West

Chief Financial Officer

As Director of Finance and Administration and Chief Financial Officer, Kate is responsible for financial stewardship of ASI Landscape Management, including capital and operating budgets, financial affairs and reporting, procurement, and debt and treasury management. Prior to joining ASI Landscape Management in 2022

Joseph Amarosa

District Operations Manager

Joseph has 22 years of landscape industry experience. Prior to joining the ASI family Joe earned a bachelor's degree from the University of South Florida. He has gained additional certifications and licenses that include Green Industries Best Management Practices and State of Florida's Green Industries Best Management Practices. Joe has a wealth of knowledge utilizing Integrated Pest Management as he is a licensed Pest Control Operator. As well as a Pest Control Operator he holds a license in LTD Fertilizer Application and in addition he is Pinellas County BMP certified. Joe has been trained and well versed in Landscape Visual Renderings and Landscape Design. Joseph's primary focuses are customer service, job quality and continual education of his team on the ever-changing landscape industry.

Key Services Team - Resumes

German Santiago

Production Manager

Alex has worked in the landscaping industry for over 15 years. He started as a labor worker and has worked his way up to Crew Leader and Operations / Production Manager. He has been through thorough industry and ASI Landscapes training for all facets of his position and is BMP certified. Alex has shown that he is more than qualified for each job we give him and is ready to take on more. Alex excels at maintaining great relationships with his field-level personnel promoting motivation and teamwork and achieving exceptional service results.

Brett Barclay

Account Manager

Brett has been in the landscaping industry for 20 years. He started in the industry at crew level and worked his way up to field management and project management roles. He is proficient in all aspects of the landscape industry with a strong ability at effective and constant client communication. Brett excels at maintaining great relationships with his clients and management teams, promoting motivation and teamwork. He is currently in charge of some of our most prestigious accounts and has shown that he is more than qualified for each job we give him. He is ready for the challenge of helping manage new large high profile projects.

Matt Sievert

Branch Manager

Matt has been in the landscaping industry for over 22 years. He started in the industry as a laborer and worked his way up from Account Manager to Branch Management roles. He is proficient in all aspects of the landscape industry. Jonathan excels at maintaining great relationships with his team and excels as a client liaison and conflict resolution. He has been in key industry management positions for many years and is a perfect fit for ASI Landscapes in the Tampa area.

Jeannelliz Morales

Agronomy Manager

Jeannelliz is a seasoned landscape professional with over 20 years in Agronomy services. He's worked with landscape operations as well as his long history in Agronomy. He possesses the required licenses and certifications and continues participating in BMP and Agronomy seminars.

Mauricio Gomez

Irrigation Manager

Mauricio currently serves as our Irrigation Manager and oversees all Techs throughout our client portfolio. He has worked in the landscaping industry for over 15 years. He started as an irrigation laborer, then assistant and has worked his way up through the ranks to a manager position. He is proficient in serving all brands of irrigation systems, is active in his continuing education in his field, and holds multiple industry certifications.

Florida Offices

Yardnique has a large presence in the state of Florida with significant resources for landscape maintenance, lawncare, horticulture, pest control and turf health. We are in the unique position to be able to immediately serve most of Florida with a rapidly expanding team of over 1000 landscape professionals working in Florida.

ASI Landscapes

9702 Harney Road
Thonotosassa, FL 33592

YN Orlando

574 Fairvilla Rd
Orlando, FL 32808

YN Ft. Myers

19431 Palm Beach Blvd
Alva, FL 33920

YN Jacksonville

5856 Mining Ter
Jacksonville, FL 32257

Precision Palm Beach

9450 Old Dixie Highway
North Palm Beach, FL 33403

Creative Vero Beach

7080 57th St
Vero Beach, FL 32967

YN Ft. Lauderdale

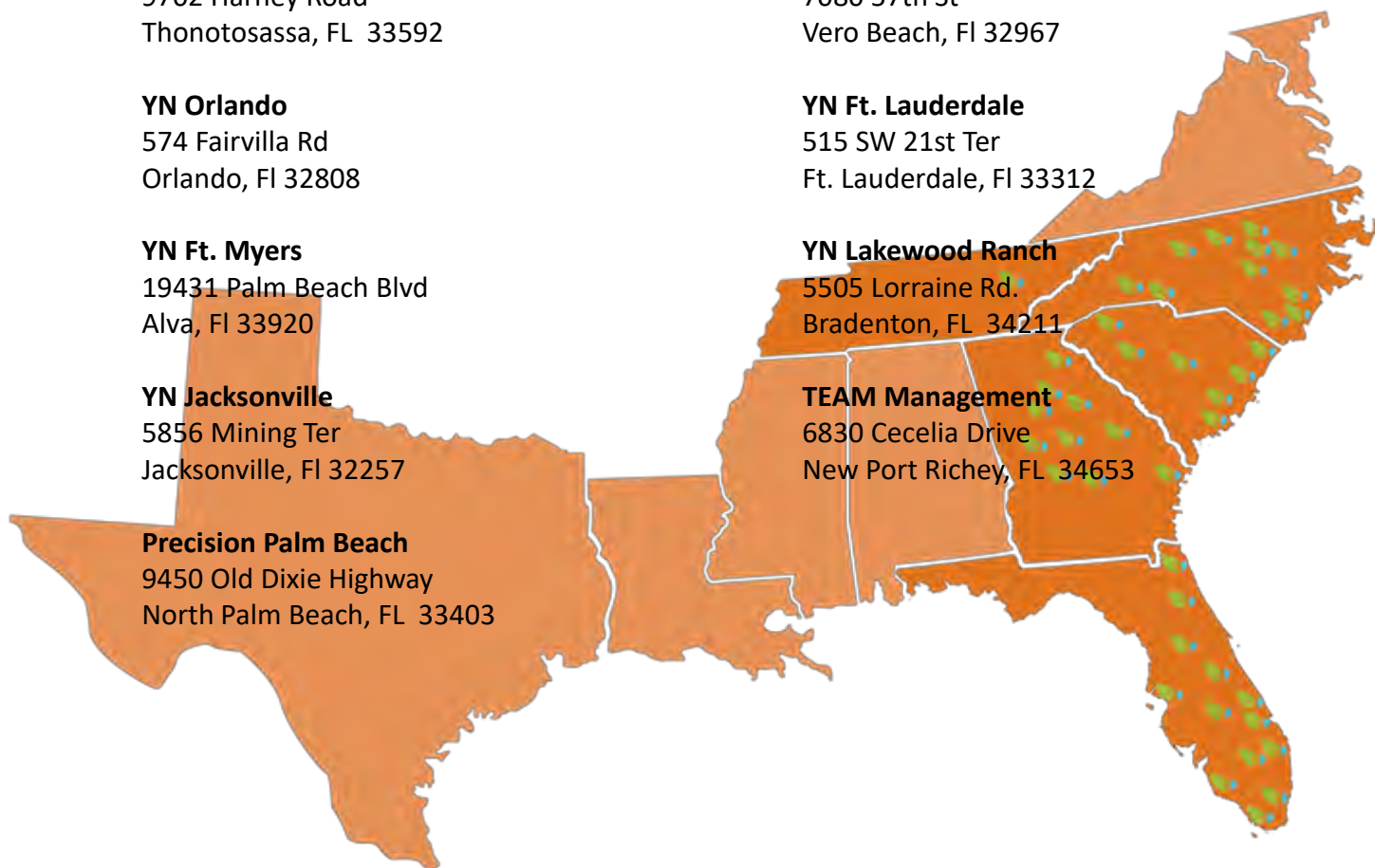
515 SW 21st Ter
Ft. Lauderdale, FL 33312

YN Lakewood Ranch

5505 Lorraine Rd.
Bradenton, FL 34211

TEAM Management

6830 Cecelia Drive
New Port Richey, FL 34653



Reference Contact Community List

Fishhawk Ranch CDD (CDD)

(Recent Award) **Service Dates:** 2024 – Ongoing

Service Provided: Full-service landscape maintenance including monthly irrigation and horticultural services provided community-wide for community and sub-association entryways, perimeter grounds, roadways, parks, and ponds, trails.. (Value: \$1.4M plus). Located in **Lithia, FL**.

Contact: Mr. Eric Dailey
District Manager
Halifax Solutions, Inc
edailey@halifax-solutions.com

Medley at Mirada Community HOA (Homeowners Association)

Service Dates: 2022 – Ongoing

Service Provided: Full-service landscape maintenance for a maintenance free community of homes, villas, parks, common areas and Amenity Center, including monthly irrigation and horticultural services.. (Value: \$350K plus – 1/3 of buildout completed. \$1.1M when completed). Located in San Antonio, FL.

Contact: Mrs. Danielle Enyeart
LCAM
ICON Management
(813) 642-1121
denyeart@theiconteam.com

Angeline Community HOA (Homeowners Association)

Service Dates: 2022 – Ongoing

Service Provided: Full-service landscape maintenance for a maintenance free community of homes, villas, parks, common areas and Amenity Center, including monthly irrigation and horticultural services (Value: \$200K plus – 1/3 of buildout completed. \$750k when completed). Located in Land-O-Lakes, FL.

Contact: Mrs. Danielle Enyeart
LCAM
ICON Management
(813) 642-1121
denyeart@theiconteam.com

Reference Contact Community List

Spring Lake CDD (CDD)

Service Dates: 2023 – Ongoing

Service Provided: Full-service landscape maintenance including monthly irrigation and horticultural services provided community-wide for community and sub-association entryways, perimeter grounds, roadways, parks, and ponds. (Value: \$225K plus). Located in **Riverview, FL**.

Contact: Mr. Eric Dailey

District Manager
Halifax Solutions, Inc
edailey@halifax-solutions.com

Water's Edge HOA/CDD (Homeowners Association/CDD) **Service Dates:** 2019 – Ongoing

Service Provided: Full-service landscape maintenance including monthly irrigation and horticultural services provided community-wide. (Value: \$300K plus). Located in Port Richey, FL.

Contact: Mr. Rocco Iervasi
Community Association Manager
Management & Assoc.
riervasi@mgmt-assoc.com

Hunter's Creek Community Association (Community Association) **Service Dates:** 2020 – Ongoing

Service Provided: Full-service landscape maintenance services to community common area roads, parks, sub associations. (Value: \$1.4M plus) Located in Orlando, FL

Contact: Mrs. Michelle Ouimet

Community Association - General Manager
HCCA
(407) 240-6000
mouimet@hunterscreek.net

Gulf Region Client Contracts and Values

Total Contract Value by Industry

Industry Name	Total Value (USD)	% of Total Value
Multi-Family	\$9,248,385	61.30%
Commercial	\$2,265,138	15.00%
Homeowners Association	\$1,951,201	12.90%
Residential	\$624,838	4.10%
Medical Facility	\$273,012	1.80%
Government	\$1,232,588	8.20%
Hospitality	\$7,312	0.05%
Municipal	\$222,864	1.50%
Education	\$204,114	1.40%
Retail	\$337,325	2.20%

Top 10 Companies by Total Contract

Company Name	Total Value (USD)	% of Total Contracts
MAA	\$1,704,210	5.8%
Cortland Partners	\$867,119	3.5%
Willow Bridge Property Company	\$747,707	2.8%
High Mark Residential	\$827,262	2.7%
Prologis Property Management	\$470,212	2.6%
Camden Living Apartments	\$410,400	2.3%
Cushman & Wakefield	\$498,049	2.1%
BH Management	\$359,808	1.9%
Northsight Management	\$305,925	1.8%
Richman Property Services	\$286,668	1.7%

Licenses and Certifications

The following is the list of licenses/certifications/subcontractors currently held by ASI Landscapes Landscape Management's professional staff as well as professional associations and organizations of which we are an active member.

LANDSCAPE MANAGEMENT LICENSES AND REGISTRATIONS

- **ASI Landscapes is a Florida "Corporation"– Division of Corporations No. PO20000045151**
- Occupational License – Florida, Hillsborough County No. 96169
- Business Tax / License – Florida, Orange County No. 1177765
- Pest Control License – Florida, No. JB135024
- Pest Control Operator – Florida, No. JF184897
- License as a Dealer in Agricultural Products – Florida, No. 116260-1
- Nursery Stock Dealer Certificate of Registration – Florida, No. 47237971
- Certified Arborist License – Florida, No. FL0710A
- FDOT Intermediate Maintenance of Traffic Certification – Qualified 6/4/13
- Pinellas County BMP Certification – No. 013
- State of Florida Irrigation – License No. I-CFCO24523

PROFESSIONAL ASSOCIATIONS

NALP – National Association of Landscape Professionals

- Florida Turfgrass Association
- FNGLA - Florida Nursery, Growers and Landscape Association
- FIS – Florida Irrigation Society
- BAAA – Bay Area Apartment Association
- FAA – Florida Apartment Association
- NAA - National Apartment Association
- BOMA – Building Owners and Managers Association
- CAI – Community Associations Institute
- Greater Tampa Bay Chamber of Commerce
- CFHLA – Central Florida Hotel & Lodging Association
- AAGO – Apartment Association of Greater Orlando

Equipment List

The following is a list of equipment owned by ASI that may be used in accordance with the proposed scope of services.

Type of Equipment	Quantity Available
Light duty trucks	55
Super Duty trucks	40
F-450 or larger trucks	12
Maintenance trailers (open and enclosed)	45
Heavy duty trailer	13
Tow behind turbine blower	6
Irrigation trucks	20
Spray trucks	12
Spray Cart	9
Additional utility carts	18
Ride-on spreader	11
4x4 tree lift	4
Stump grinder	3
Batwing mower	4
72" mower	12
60" riding mower	35
Walk behind mower	40
Ditch Witch trencher	6
Skid steers	6
Field Equipment	
Edgers	750 +/- pieces total
Line Trimmers	
Blowers	
Gas shears	
Back pack sprayers	

Operational Plan



GENERAL MAINTENANCE SERVICES

Growing Season - (April – mid-October) approximately **(4-5)** crew personnel per service visit, **(9-10 hrs)** per day, **(2 days)** per week, **every** week.

Non-Growing Season - (November – March) approximately **(4-5)** crew personnel per service visit, **(9-10 hrs)** per day, **(2 days)** per week, 2x per month.

**Please note the staffing disclaimer at the end of this section.*

Suggested Crew Staffing Breakdown

- (1) Project Acct. Manager
- (1) Crew Foreman (working with crew)
- (4) Mow/Detail Crew personnel
- (1) Agronomy/Horticulture Technicians – as needed – (Fertilization & Pest Control)
- (1) Irrigation Technician – as needed – (Irrigation Inspections and Repairs via additional invoice)

Note: Crew Foreman are working, English speaking crew members.

Our philosophy of “less is more”. This employs the process of providing a smaller crew size on site more often and on successive days of the week rather than an army of workers for one day. We prefer this service approach as presented as it allows us to be on-site for more consecutive days. Our crews work Monday through Thursday (10 hr days), as needed with Fridays being utilized as a “catch up day” for any rainout occurrence during the week or for any requested additional work to be done.

Key Staffing Responsibilities

Employees

Maintenance crews will always consist of one crew leader among the crew members with all staff onsite and in uniform, with “our company logos” clearly indicated and in highway safety colors. All employees and subcontractors shall maintain a neat appearance and perform work in a professional manner, keeping noise to a minimum at all times possible. ASI Landscapes personnel will clearly identify themselves during any interaction with community residents. All crew are properly trained and certified to meet services provided.

All breaks in work will only be in areas specified by the property with all trash disposed of properly.

All services under the Contract shall be performed by ASI Landscapes employees or subcontractors registered with the property. Registration includes the following:

- Insurance Documentation
- Licensing Information
- Clean Background Screen
- Clean Drug Screen
- Clean E-Verification
- Contract Information

Agronomic - Hort Technician / Integrated Pest Management: This proactive approach to pest control is centered around proper plant selection and continuous monitoring of plant pest populations. Corrective pesticide applications will be made by only knowledgeable applicators under the direction of our Site Manager, and the numerous Certified Pest Control Applicators within our Branch office, and certified by the State of Florida, Department of Agriculture. This position provides and manages all turf and shrub fertilization applications as well. Applicators will maintain an application logbook and continually update MSDS and label references.

Irrigation Maintenance Technician: Knowledgeable and experienced irrigation technicians will regularly check and monitor the operation of all irrigation throughout your community per the provided SOW. Operations will include regular zone maintenance along with prompt notification of any necessary repairs or system failures.

Detail and Turf Maintenance Personnel: The staffing of experienced and reliable service personnel will provide the maintenance operations with the successful and timely completion of their specific tasks. ASI Landscapes is exceptional at crew awareness and appreciation for a job well-done. This helps ensure low turnover with our staff creating service consistency, pride of ownership and accountability. All resulting in an above average product!

Crew Foreman: The staffing of an experienced and knowledgeable crew supervisor will provide a well-managed and consistent service program. This working position will ensure continuous and effective crew services for all mowing and detail related tasks. As a direct connection between general crew members and the Project Managers, crew foreman will address all field related issues immediately and all crew issues when necessary. These personnel will lead the performance of their crew’s specific tasks/functions and help coordinate property operations in the absence of the project manager.

Subcontractors: Subcontractors providing services under ASI Landscapes will meet the same requirements and level of experience as ALL employees. Any third-party contractor or suppliers will be disclosed to the community and must be approved prior to commencing any work, including any new or substituted third party vendors. In the case of any emergency services that are required that involve any third parties, ASI Landscapes will obtain written approval from the Community Manager.

Start-Up Operational Plan & Implementation Timeline

ASI Landscapes understands the importance of providing the highest quality of landscape maintenance services possible. In conjunction with the client provided Scope of Work, and our provided “Understanding Project Scope”, through the implementation of our start-up operational plan, your property will receive these specific horticultural, agronomic, and “curb appeal” services and improvements within the following time periods:

- **Upon Notice of Award:** Once notice of award is given, just prior to project commencement, equipment and staffing considerations will be reviewed, finalized and implemented.

A property service map with detailed color-coded sectional service plans and crew assignments will be adjusted as needed based on pre-start meetings and discussions with client representatives. Our partnership starts with client input, suggestions and approval of all operational plans to ensure the best possible communication and expectations. Final operational plans will be presented to the client prior to start-up. Each week, site crew will provide all mowing and detailing needs as described and detailed in the proposed operational attachments and service maps.

Within a week prior to start-date, our company recommends and requests a property landscape walkthrough evaluations with client representatives to help determine initial key maintenance issues, deficiencies or areas to address in order of priority. In addition, look at all routine property enhancement needs that may have been previously neglected and may need immediate attention in order of priority (mulch, annuals, palm/tree pruning, ornamental grasses, Roses, etc.)

Finally, commencing upon start-up and completed **within the first 30-days** of the contract start, ASI Landscapes will facilitate an in-depth irrigation audit for all Controllers, Zones and water delivery components. A full report will be provided detailing all non-functional items, breaks, non-functioning heads, old/worn out heads, risers in need of lifting, and deficiencies of any kind with associated proposals to repair or replace all stated items. In addition, our company will separately recommend and propose any necessary system modifications due to inadequate coverage.

30 Days: Routine mowing and detail services commence on day 1 and will follow final and client-approved production plans and color-coded service maps. Any deviations will be communicated to the client prior to service start. Extreme micro-managing by Account/Production Manager, with assistance from branch, Division and corporate support, will be required for the first 30-days to ensure the proper servicing of all areas by their respective crews per the appropriate service maps.

If adjustments are needed regarding, crew leadership, crew personnel, crew set-up, service areas per crew, path-of-motion plans, or any other service-related functions, those adjustments will be documented and presented to client representative for authorization to adjust. Once all services and crews are running smoothly and fully aware of the SOW and their service area of responsibility, Management can back off to a more normal and routine project management and begin addressing any initial enhancements or extra work items requested by client.

Start-Up Operational Plan & Implementation Timeline

A preseason start for this project would be a perfect scenario. It will afford our Team the opportunity to determine and establish certain Agronomic conditions. Via soil samples if needed, Turf custom blend fertilization and weed control will be a priority initially. Our Team will be afforded to start at a perfect time of year to initiate our Agronomy program. After in-depth evaluation of all Bermuda and St. Augustine turf, prior to the arrival of the hot weather, a robust and aggressive turf weed control program will be provided. Areas in poor condition where turf renovation may be required will be documented and communicated. Those areas will be identified and proposed accordingly. Proper preseason turf fertilization will promote better turf health and a stronger turf quality as we enter the spring/summer transition setting up the turf to react and accept fertilization more effectively to the start of the growing season. In addition, a healthier turf helps protect against potential decline and wear from heavy pedestrian traffic as a result of an aggressive spring turf weed control program.

With some project start-ups, often, routine enhancements may have been neglected previously. These needs may be a priority and may include complete property mulching, a fresh rotation of annual bedding plants, palm/tree pruning and/or corrective detailing of shrub bed areas. The aforementioned in-depth property evaluation will have been completed and authorized prior to project start with any/all program adjustments or corrective actions specifically documented, and a plan put into action upon project start from day 1. Critical initial enhancements will be addressed immediately and simultaneously with routine base maintenance services by Management, if needed, upon a project start with any and all necessary support from Branch and Corporate resources.

With any non-contractual extra work items that are identified, proposed and authorized, Our Team will communicate with client regarding the scheduling and completion timeframe. Our Team anticipates that within the first 30 days, an irrigation system initial inspection/evaluation will be performed with concerns noted and repairs additionally proposed. These repairs and modifications ensuring adequate watering will need to be accomplished prior to any new plantings, flower rotations, turf repair, or chemical applications requiring water as provided by Our Team. **NOTE: All site and branch operations will make it a priority to work closely and effectively with our Irrigation department, as well as client, communicating regularly to coordinate all Agronomy and Enhancement services regarding property watering requirements.**

Seasonal Color Features: (If applicable) During holiday seasons, through proper communication with client representatives, We will ensure a plan is in place to provide Poinsettias or similar holiday color features requested or recommended by the client. Select material will be preordered to ensure timely completion per client's direction.

Start-Up Operational Plan & Implementation Timeline

- **90 Days:** During this initial 3-month period, any start-up staffing, or production processes issues have been addressed with personnel adjustments being completed after this initial mobilization period. Base maintenance services should be through the initial trial period with production now dialed in and running smoothly. A meeting with client Rep will be held to debrief and discuss services, onsite Project Mgr., and personnel thus far. Adjustments will be discussed and put into action.

The continuation of “detail” enhancements such as shrub bed detailing and tree and palm pruning as needed will be a focus as needed. In addition to the aforementioned services, a focus will continue to be turf color and turf and shrub bed weed eradication through our Agronomic Techs. The spring / early summer season remains an effective time of year to continue to address these issues before the hot summer month arrives. After now having time to assess turf conditions, soil samples can be taken (if necessary and authorized via additional costs) with results applied to tailor an agronomic program specific to those results and actual site conditions.

- **6 Months:** Basic maintenance operations are running smoothly and in full gear as the end of summer season nears. The arrival of the fall season comes with the traditional burdens and difficulties and our Team will be prepared in advance to address these inherent. Our Team’s internal Talent Acquisition Team is exceptional at keeping our various service teams staffed with well qualified personnel for crew labor and Tech positions throughout the off-season. We will apply this effort on this project if the need arises in order to keep our service programs staffed with no noticeable service drop-off if/as personnel issues arise.

Arborcare Services:

ASI Landscapes recommends the Arborcare Program be discussed in addition to and outside of the proposed contracted items. We have worked with current clients to develop short and long-term ArborCare programs that includes a ArborCare crew adhering to color-coded, sectional service maps addressing tree lifting, building and streetlight clearing and natural area perimeter cut-backs, Palm pruning, etc.

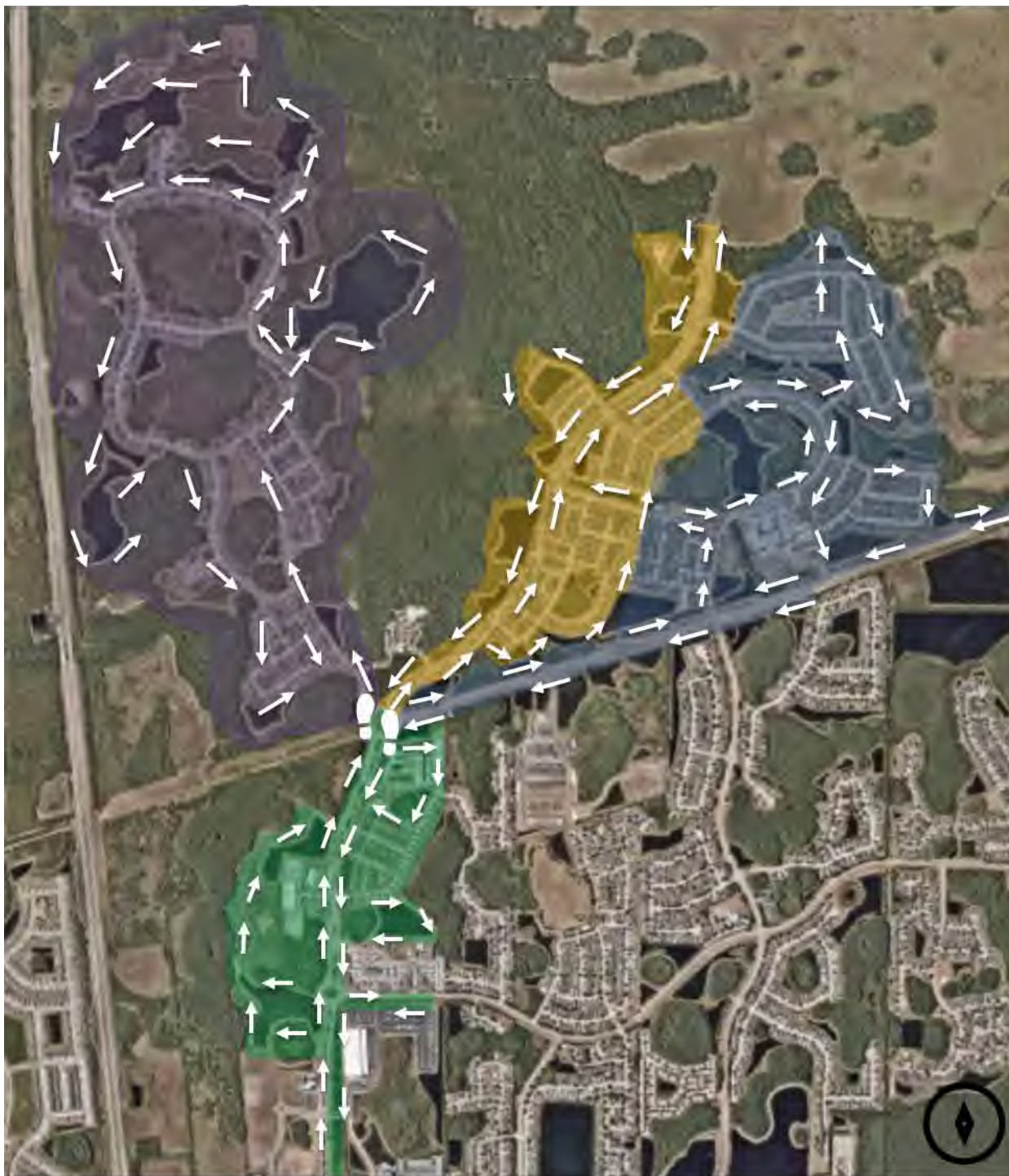
Property Mapping and Crew Designation

Upon award, but prior to job start, and with client’s input and participation, our Team will provide final and complete color-coded map depicting each service crew and their designated area of responsibility for their respective service type. This equates to also providing project specific “Path-of- Motion” mapping per crew, per day and per week. Once approved, these maps will be broken down to capture the path of motion on individual days of service. Together these maps will provide an accurate representation of their movement throughout the campus on each individual day of service.

Please see mapping example on the following page to be discussed and finalized with the client/field manager prior to project start. Map and procedures will also be reviewed at each of the implementation timelines mentioned above.

Sample Property

Landscaping Maintenance Zone Designations and Flow Paths



- Zone 1 (Purple): Counterclockwise to the north along Broad Porch Run.
- Zone 2 (Orange): Northeast along Bexley Village Dr.
- Zone 3 (Blue): East along Bud Bexley Pkwy and north along Ballantrae Blvd.
- Zone 4 (Green): Including the roundabout, exit south along Bexley Village Drive to Hwy 54.

Sample Property

Landscaping Maintenance Zone Designations and Flow Paths

Crew Assignment Zone Rotation

General Maintenance Crew

(Includes: Mowers, Trimmer, Edger, Blower)

- **Frequency:** Assigned only if multiple days are required to service (Zone 1, 2, 3, ...)
- **Cycle:** Each zone is serviced weekly on rotating days. 1 day only for small properties
- **Tasks:** Routine turf mowing, edging, blowing, trimming of pond banks, paths, and curbs
- **Flow:** Crews move in a strict daily rotation based on # of days needed
- **Coverage:** All visible and functional landscape surfaces (turf, paths, ponds)

Detail Crew – Distinct Rotation Schedule

Key Difference: The Detail Crew rotates weekly through each zone, completing full-property detail over 4–5 weeks, rather than daily like the routine team.

- **Frequency:** Detail Crew services 1 zone per week
- **Cycle:** Each property zone is deep-cleaned once every 4–5 weeks
- **Tasks:**
 - Bed redefinition
 - Mulch fluffing/replenishment
 - Shrub shaping
 - Weed removal at fine detail level
 - Hardscape edging & plant health checks
- **Flow:** Follows same zone rotation pattern as routine team (Zone 1 → Zone 2 → etc.)
- **Coverage:** More precise and comprehensive work in beds, behind shrubs, around signage/fixtures
- **Purpose:** Elevates appearance beyond routine standards and ensures thorough visual polish

Summary of Key Differences:

Element	Routine Crew	Detail Crew
Frequency	Daily per zone	Weekly per zone
Cycle	1-week full property	4–5 weeks full property
Task Depth	Standard maintenance	High-detail cleaning and aesthetics
Rotation Style	Strict day-to-day	Follows zone flow, 1 per week

Landscape Maintenance Specifications

A. Mowing

During the growing season, we will ensure that turf is maintained at proper heights based on the turf type and per industry standards without scalping. Weekly mowing schedules are indicated below and will only vary due to weather, growth rates when grass is wet or under severe stress. All mowing patterns will ensure a neat and uniform lawn appearance exclusively completed by mulching mowers. During dormant season, mowing will be performed no less than once every 14 days and as needed to ensure the grass maintains a neat appearance.

All mow services, however, may be adjusted based on actual needs as a result of rainfall and other environmental conditions that may allow for less mows for a more horticulturally sound and appropriate service plan with all communicated and agreed upon by client rep. Other designated areas will be serviced per request at client's direction per the RFP SOW.

St. Augustine turfgrass will utilize a seasonally appropriate mowing height of approximately 3 ½ - 4 ½ inches. Bermuda turfgrass will utilize a seasonally appropriate mowing height of approximately 1 – 1 ½ inches. If applicable, Bahia turfgrass will utilize a mowing height of approximately 3 – 3 ½ inches. Field grass mow heights will be based on scheduled mow frequency.

ST. AUGUSTINE TURF AND IRRIGATED BAHIA TURF

All turf areas shall be mowed once every seven (7) days during the months of April 1st to October 31st.

All turf areas shall be mowed once every fourteen (14) days from November 1st to March 31st.

NON-IRRIGATED BAHIA TURF

April thru October Mow (weekly)

November thru April Mow (once a month)

ZOYSIA TURF

March thru November Mow (weekly)

December thru February Mow (bi-weekly)

BERMUDA TURF

Season Requirement – twice weekly or as the recreational activity requires.

Off –Season Mow – (bi-weekly)

*Approximately – 69 frequencies as the RFP SOW requires

*The above-mentioned schedules are intended to be the maximum # of mows and are used as representation needed to ensure all turfs are maintained and in healthy conditions. Excessive rains or other conditions may require additional services to be completed.

B. Edging

Defined as the outlining and/or removing of turf by use of a mechanical edger. Chemical or string edging will not be allowed in any instance without prior approval from the property.

Our Team shall neatly edge and trim around all plant beds, walkways, streets, trees, and plantings by use of mechanical edger only. The shape and configurations of plant beds shall be maintained “as is” or as instructed by the property.

Edging (hard edging) of all driveways, sidewalks, curbs, pathways, and other paved areas will be completed no less than once every seven (7) days during the months of April 1st to October 30th and no less than once every fourteen (14) days from November 1st to March 31st. Edging/Line trimming/Blowing will be done and completed at the same time as the scheduled mowing service. When hard edging; the edger blade must be held in a complete vertical position. Beveled edging is not acceptable. Our Team will be responsible for any repairs due to improper edging. Turf requiring line trimming shall be trimmed at the same height and at same time as the turf is being mowed.

The edging of all planting beds (soft edging) will be performed every mowing. Our Team shall implement “ghost edging” to all beds where needed. This will help define a bed line, prevent it from getting bigger, and allow grass runners to bring the grass line to the bed line. All bed lines must have a crisp and well-defined bed edge with no grass runners. Care shall be taken not to injure tree trunks or plant material during edging operations.

All valve boxes and grounds vaults shall be trimmed and or edged during each mowing operation. the property shall not be responsible for cost of locating these items.

C. Detailing Planted Areas

This service is defined as trimming, weeding (by manual or chemical means), pruning, and shaping of all shrubbery, ornamentals, and groundcover, removal of tree suckers as well as defining bed lines, tree saucers, and removal of unwanted vegetation. Weeding includes weed removal from all beds (including cut turf runners), walkways, decks, curbs, and concrete joints. This service does not include residents who are on the “no trim” list. Chemical controls may only be used if adjacent desirable plants are protected from injury.

Contractor shall maintain a valid Florida Pesticide Applicator’s License and use pesticides in strict accordance with Federal, State & County directives on environmental control. Chemicals, requiring EPA approval must have EPA registration and labels made available to the property per request. American National Standards Institute (ANSI) regulations are to be observed.

- Pruning services at Common Areas shall be performed at minimum one (1) time every (4 - 5) weeks year around.
- All shrubs, groundcovers and vines shall be pruned with hand or power shears providing appropriate shape, fullness, and flowering. Flowering shrubs, in their flowering cycle, shall not be pruned until blooming is complete, except in the case of ingress/egress/aesthetic or line of sight issues or as directed by the property. Shrubs, groundcovers, and vines shall be trimmed on a schedule providing a neat and attractive appearance. All signs, sightlines and site lighting shall be kept clear of vegetation at all times. Renewal pruning shall be performed annually, between February 1st and March 30st. Removal of up to one half (1/2) of the shrub may be required. Our Team will remove all pruning litter.
- Where natural wooded areas adjoin the finished turf area or landscape beds, a buffer zone of at least three feet will be maintained by mechanical means to prevent the encroachment of the natural areas into the finished landscape. Where wood line cutbacks take place, the area will be maintained at no additional cost as a condition of this agreement.
- Weeding services shall be performed at minimum of every other week, year-round. At no time are weed groupings allowed in excess of one square foot of ground cover in one location or for an isolated weed to exceed 2” in height. Weeds (material that is not of the same species within same group) inside or near plant root balls must be pulled or treated with granular or liquid herbicide that is not harmful to the “wanted” species. Weeds in beds or mulched areas shall be removed by manual or chemical methods.
- Beds and mulched areas are to be maintained essentially weed free. “Essentially weed free” means that the only acceptable amount and size of weeds permitted would be those that could germinate and grow within a two-week time frame.

D. Trees

Our Team will schedule annual pruning of oak trees/crape myrtles/maples and all other woody trees during mid to late winter, or January through March.

Trees in pedestrian walkway areas and common areas will have a clearance maintained at fifteen (15') feet in height throughout the year unless detrimental to the health of the tree. Trees along golf cart paths, roadways, entrances, and driveways will have a minimum clearance maintained at fifteen (15') feet in height unless tree health mandates otherwise and agreed upon between ASI Landscapes and the property. To maintain this required height for safety reasons, this will be part of our Team's routine pruning cycle. Our Team will make cuts slightly outside the branch collar, when removing oak tree limbs.

Ornamental Palm trees, 12' feet or less in height will be trimmed on our Team's routine pruning schedule based on University of Florida's recommendations of 100% browning and never beyond a 3 to 9 o'clock cut pattern. All palm boots that are loose and remain on the tree shall be removed during the routine pruning/detail schedule. Fronds removed before such time throughout the common/club areas will be only at the request of the property, with the property taking ownership for the health and any long-term horticultural decline that may occur. Careful trimming procedures shall be followed to prevent damage to any portion of the tree, unpruned fronds, especially the crown, shaft & bud areas.

Sucker growth and water sprouts shall be removed from all hardwood and ornamental trees that meet the aforementioned height specifications during our Team's routine pruning/detail schedule according to "trimming" specifications. Sucker growth is defined as the shoots that sprout out around the base and clear trunk area of a tree or crepe myrtle trunk.

Crepe Myrtles will be pruned one (1) time per year between the months of January and March UNLESS otherwise specified by the property. Most crepe myrtles will be allowed to grow into trees. Crepe myrtle pruning specifications:

- Meet the aforementioned height specifications
- Remove suckers from the bottom of the plant.
- Remove crossed, damaged, or diseased branches. For crossed branches, remove the weaker of the two limbs that are crossing or rubbing.
- Prune the tips of the branches to remove old flowers. If old blooms are removed, a second blooming may occur.
- Remove old flower buds, which will encourage new growth activity.
- Remove small twiggy growth and remove Spanish/Ball moss to allow air to better circulate in the canopy.
- The tree shall be maintained in its natural vase-shaped habit.

Spanish/Ball Moss shall be removed from all trees, including hardwoods, up to a height of fifteen (15') feet during the pruning cycle. Any Spanish/Ball Moss found in/on bedding plants, hedge rows, shrubbery, etc., will also be removed during the weeding cycles.

E. Blowing

Our Team blowing of mowed and edged yards (if applicable) shall be conducted twice daily; once before taking lunch breaks and once at the end of the day before leaving. Sidewalks, curbs, and other paved surfaces adjacent to turf and/or other landscaped elements shall be kept clean of unwanted debris generated by our Team by the use of forced air machinery.

All parking, entrances, and all hard surfaces shall be kept clean of unwanted debris by forced air machinery. All community entrances and hard amenity areas shall be kept clean of unwanted debris by forced air machinery. Each residential driveway and sidewalk leading to the front door & entrance to screen room shall be maintained free of unwanted debris by forced air machinery blown away from all doors and patio areas, keeping debris (grass clippings) off residential homes & garage doors. Any blowing of clippings or other landscape debris shall not be blowing from the rain gutters into the storm drain.

F. Monitoring

All turf, shrubs, ornamentals, and groundcovers are to be monitored for pest, disease and nutrient problems with positive findings being reported, in writing to the property. If the problem is a covered item under the provisions of the Contract, immediate steps will be taken to rectify the problem. If our Team fails to notify the property and/or identify and treat issues, ASI Landscapes is responsible for replacing affected plant material.

All entrances/exits to the community, parks, pavilions, mailbox kiosks and all amenity complexes are to be visited by the Contractor once weekly to inspect for and remove any debris or landscape trash.

G. Trash Removal

Our Team will police the entire site prior to mowing to remove litter. Our Team will remove all debris and/or litter from areas maintained under the Contract during every visit.

H. Debris Removal

Our Team is responsible for removal of any maintenance-related debris from the property before scheduled lunchbreaks and no later than leaving the area where the debris was generated. Accumulated road silt within gutter systems shall also be removed on a monthly basis.

I. Dead Wood/Matter

Dead or otherwise hazardous (broken) tree branches shall be removed promptly if they are within fifteen (15') feet from a hard surface (roadway, sidewalk, cart path). Other dead or otherwise hazardous tree branches or dead trees (palm or hardwood) outside the Contract specifications shall be brought to the attention of the property for pre-approval by submitting a proposal and subsequent immediate removal.

All extraneous leaves, weeds, trash, limbs, and debris shall be removed from the property during each routine pruning/detail schedule.

J. Neglect and Vandalism

If applicable, any and all damage to homeowners' property, including but not limited to wiring, screening, downspouts, and A/C units is to be reported to the homeowners and the property prior to the end of business on the day the damage took place. The Contractor shall make this repair within seven (7) calendar days or the property shall hire an independent vendor who is licensed, insured and approved by the property. The amount of this repair through a third party vendor shall be deducted from ASI Landscapes invoice.

Turf, shrubs, trees, or plants damaged or killed due to ASI Landscapes operations, negligence or chemicals shall be replaced immediately at no cost to the property. If plant damage or death is caused by conditions beyond the ASI Landscapes's control, replacement shall be at the property's expense.

Sprinklers or structures damaged due to ASI Landscapes's operations shall be replaced by our Team immediately at our expense within 24 hours. Damage caused by others shall be promptly reported to the property.

All water damage resulting from our Team's negligence shall be corrected at our expense.

Damage to or theft of landscaping and irrigation components outside ASI Landscapes's responsibility shall be corrected by our Team at the property's expense, upon obtaining authorization to proceed.

K. Quality

Landscaping materials installed must meet or exceed state and/or local codes and/or ordinances of the State of Florida (Florida #1 or Florida Fancy Plants and Trees) Plants shall be healthy, well branched, and densely foliated, with well-developed root systems, free of pests. the property reserves the right to reject any plant material(s) deemed not to meet expectations.

Fertilization and Pest Control Specifications

1. ASI Landscapes under F.S. 482.2267 shall provide appropriate notification to persons registered with the state registry before making a pesticide application to the property of a state registered person. A licensee or limited certificate holder must notify said person at least 24 hours before applying the pesticide. Notification may be made by telephone, by mail, in person, or by hand delivery. Notification shall include the location to which the pesticide is to be applied and must also include information on the type of pesticide to be used.
2. Application reports providing location of application date, type of chemical applied, application rates, name of technician and company shall be submitted to the property.
3. Copies of product labels and Material Safety Data Sheets must be provided to the property.
4. All materials will be used for intended purpose as approved by regulatory standards.
5. All materials shall be applied per the label's specifications and guidelines.
6. Lawn and pesticide signs shall be posted at the location the day before the application of chemicals for safety and compliance, then removed within 5 days following application.
7. CAM and representatives of the property reserve the right to be present when chemicals are being mixed and applied.
8. Specifications are performance based and control of all pests, to the complete satisfaction of the property, is the responsibility of ASI Landscapes.

A. Turf Care Specifications: *St. Augustine Turf*

ASI Landscapes shall follow UF/IFAS Extension to provide fertilization & insect, disease & broadleaf (primarily but not exclusively) weed control to all areas of St. Augustine turf. ASI Landscapes shall submit yearly schedules for fertilizer and pest control to be posted on the community website.

All fertilizers utilized must contain a nutrient package specifically blended for the property's unique landscapes and will have a minimum of 50% slow-release nitrogen source to ensure extended performance. A complete minor element package shall be included with each application to ensure that all the requirements of a Florida landscape are provided. The method of application will be dependent upon the landscape layout.

Fertilizers shall not be applied near water, storm drains or drainage ditches. Do not apply if heavy rain is expected.

ASI Landscapes shall provide a copy of all fertilizer and pesticide labels to the property upon request.

ASI Landscapes shall employ methodology consistent with "Florida Green Industries Best Management Practices."

Counties with an adopted fertilizer ordinance shall prevail during the months of June – September and serve as a guide to nutrient selection and timing.

NOTE: Bahia areas and excessive weed areas will be excluded from any fertilization and agronomy programs unless otherwise negotiated. Pond banks are excluded from fertilization and agronomy programs for environmental considerations.

Optional Organic Agro Program

At the discretion of the community, ASI Landscapes will implement the following Organic Agro Program:

- Early Spring Apply 5-3-0 Organic at 5 lbs. per 1000 sqft
- Late Spring Apply 12-4-6 Sentry and Micronutrients at 4 lbs. per 1000 sqft
- Summer 5-2-4 Sustane at 10 lbs. per 1000 sqft
- 12-4-8 Sentry at 5 lbs. per 1000 sqft
- Late fall 10-10-16 Sentry at 5 lbs. per 1000 sqft

Other products to consider:

- Zeitgeist – beneficial fungi
- BioKelp Humic – seaweed extract and humic

A. Turf Care Specifications: *excludes Bahia*

Treatment- Application Dates - Type - Description (unit of measure) – Material

- 1- February - Granular- Fertilization 24-0-10 75% slow release + Premergent
 - 2 -April - Granular- Fertilization with Chinch bug - 21-0-10 75% slow release+ Insecticide
 - 3 -June - Liquid -Liquid Fertilization with Chinch bug control - High MN (fl Oz) + Insecticide (as needed)
 - 4 -September - Granular- Fertilization 10-0-20 50% slow release + Micros
 - 5 -October - Liquid Chinch bug Service - Arena 50 WP (as needed)
 - 6 -November - Granular - Fertilization - 24-0-11 50% slow release + Micros
- *All granular applications are applied at 1lb.N/1000 square feet.

IPM and Misc Applications

- As needed - Liquid Winter weed control of broadleaf's Amine 400
- As needed - Liquid with Amine 400 or for sedge control Certainty
- As needed - Liquid Summer Weed control of broadleaf weeds Mansion/MSM (oz)
- As needed - Liquid Broadleaf weed control all seasons Celsius & Octane

*All newly turned over lawns will be immediately fertilized with 24-0-11 50% slow release + micros at 1lb.N/1000 square feet.

Enhanced BERMUDA CARE PROGRAM (Optional)

- Core Aerification/Verticutting: should be performed a minimum of one (1) time annually in the Spring utilizing equipment specifically designed for each purpose. Tine aerification and/or disk verti-cutting will ensure turf vigor and minimize thatch accumulation. Dragging plugs/clipping will breakdown debris and help re-fill holes and cut marks while leaving most debris back into the environment.
- Topdressing: Topdressing with certified sand specifically designed for this application will more quickly fill holes left by aerification allowing for quicker root growth.
- Rye Over-seeding: Bermuda turf can be over-seeded in the Fall season (mid-October) utilizing "Double Eagle" premium blend perennial ryegrass seed at an application rate of (8–10) lbs per 1000 sf.

B. Turf Weed Control

The control of broadleaf weeds shall be included in the Contractor's program. Herbicides should be applied only when temperatures are below 90 degrees and wind drift is at a minimum to avoid turf damage.

The lawn herbicide treatments will consist of a minimum of one mandatory blanket application and quarterly IPM visits by a qualified technician or as specified in the Contract. Premium product will be used to prevent surge growth, but still allow for an attractive, healthy, vigorous lawn.

- Due to the unavailability or restricted use of effective control products, the prevention or control of crabgrass, Bermuda grass, and sedges are not part of this proposal. At the expense of the property, specific areas of crabgrass, Bermuda & sedges may be replaced by ASI Landscapes, if approved by the property.
- Weed control in St. Augustine turf is to be maintained at no more than 10% area infested in any given parcel.

C. Turf Insect Control

Appropriate insecticides will be used for lawn damaging insects. All turf will be inspected monthly by a qualified technician or personnel for follow up as necessary. Inspection reports shall be submitted to the property, documenting inspections. Chinch bug and other insect damage are the responsibility of ASI Landscapes to repair.

- Treatment of active ant mounds shall be included in this agreement.
- Preventative grub control is expected and shall be applied, as needed, following the monthly inspections as noted on the map. Curative spot control is also expected where and when it exists.

D. Turf Care Specifications

Appropriate insecticides will be used for lawn damaging insects. All turf will be inspected monthly by a qualified technician or personnel for follow up as necessary. Inspection reports shall be submitted to the property, documenting inspections. Chinch bug and other insect damage are the responsibility of ASI Landscapes to repair.

- Treatment of active ant mounds shall be included in this agreement.
- Preventative grub control is expected and shall be applied, as needed. Curative spot control is also expected where and when it exists.

E. IPM Defined

At ASI Landscapes, we are proud to align our landscape management strategies with the science-based principles set forth by the University of Florida IFAS Integrated Pest Management (IPM) program. We believe that responsible stewardship of the environment begins with informed action.

By following UF/IFAS IPM guidelines, we:

- Prioritize prevention and monitoring to reduce the need for reactive chemical treatments
- Emphasize environmentally responsible pest control through cultural, mechanical, biological, and — when necessary — targeted chemical methods.
- Train our teams regularly on UF/IFAS best practices to ensure that our approach is safe, sustainable, and effective
- Support healthy ecosystems and pollinator-friendly landscapes across the properties we serve.

This commitment reflects our core mission: to deliver high-quality, sustainable landscape solutions that protect both the beauty of our communities and the health of the environment.

Key IPM Processes Used in Landscaping:

1. Monitoring & Scouting

What it is: Regular inspection of landscapes to detect pests early, identify beneficial insects, and assess overall plant health.

Why it matters: Early detection allows for targeted and minimal intervention, reducing the need for broad-spectrum pesticides.

Example: Weekly walk-throughs to check for signs of chinch bugs in St. Augustine grass or aphids on ornamentals.

2. Correct Pest Identification

What it is: Identifying pests accurately before deciding on a treatment method.

Why it matters: Misidentification can lead to ineffective treatments and unnecessary chemical use.

Example: Differentiating between lawn damage caused by grubs vs. fungal disease.

3. Cultural Controls

What it is: Landscape practices that discourage pest problems by promoting healthy plants and soil.

Methods include - Proper mowing height, Irrigation management (avoiding overwatering) Fertilization according to soil tests;

Example: Using mulch to suppress weeds and retain soil moisture while preventing fungal disease from splashing onto plant leaves.

4. Mechanical & Physical Controls

What it is: Use of tools or barriers to prevent or remove pests.

Examples: Hand-pulling weeds, Installing root barriers to deter invasive plants, Pruning infected limbs to stop disease spread.

E. IPM Defined

5. Biological Controls

What it is: Encouraging or introducing natural predators or beneficial organisms.

Examples: Releasing lady beetles to control aphids, Preserving parasitic wasps that target whiteflies

Note: Avoiding insecticides that harm beneficials is key.

6. Chemical Controls (Last Resort)

What it is: Targeted use of pesticides when other methods are not effective or feasible.

UF/IFAS recommends: Using selective, low-impact products, Spot-treating rather than blanket applications, Rotating chemical classes to prevent resistance

Example: Applying a targeted insect growth regulator (IGR) for whitefly control only after population thresholds are met.

7. Threshold-Based Decision Making

What it is: Only taking action when pest populations exceed a level where damage becomes economically or aesthetically unacceptable.

Example: Tolerating minor chinch bug presence until they reach levels that threaten turf health.

8. Documentation & Evaluation

What it is: Keeping records of pest observations, treatments, and outcomes to refine future actions.

Why it matters: Builds a data-driven strategy over time.

Example: Logging each treatment site visit and outcome in a landscape management software.

Summary: These processes help ASI Landscapes deliver services that are:

- Proactive, not reactive
- Environmentally responsible
- Tailored to each property's unique needs

F. Turf Warranty

All turf under the care of ASI Landscapes that dies due to damage from biotic agents such as pests or from abiotic factors such as fuel spills, weed control or fertilizer burn, will be replaced by the ASI Landscapes at no expense to the property.

All turf damaged from acts outside of ASI Landscapes discretion or "Acts of God" shall not be the responsibility of ASI Landscapes. These include but are not limited to heat restrictions, excessive rainfall, and severe weather.

G. Small Tree/Shrub Care (<10') Program

1. Fertilization: Tree and shrub fertilization shall be performance based, minimum quarterly applications of 8N-2P2O5-12K2O +4Mg or other similar recommended fertilizer blend with all necessary minor elements. The blend should be 100% slow release or an equivalent.
 - Trees less than six (6) inches trunk diameter will be included in standard fertilizer program; trees over this diameter will be fertilized with the lawn application.
 - Counties with an adopted fertilizer ordinance shall prevail and serve as a guide for nutrient selection and timing.
2. Integrated Pest Management: Pesticides will be used on an as-needed basis and in general areas having the problem. A curative approach shall be implemented for insect and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either health or aesthetics. In areas where problems persist, a preventative approach should be implemented.

ASI Landscapes personnel should be diligent in scouting for damaging pests. Horticultural pest control and or appropriate recommendations will be provided to minimize injury to ornamental plants, achieved by monitoring the property during services.

3. Ant Control: All ant mounds shall be treated during routine maintenance activities or within 48 hours of being reported. Community parks and other common property shall be considered an emergency and shall be treated within 24 hours of being reported. Ant control does not include a blanket treatment of the property.

Treatment - Application Dates - Type - Description (unit of measure) - Material

1 - March - Granular - Fertilization of Ornamental Beds - 13-0-13 50% slow release Micros*

2 - April-June - Liquid - Ornamental Bed weed control Pre M AquaCap/Sure Guard

3 - October/November -Liquid -Pre-emergence bed weed control - Pre M AquaCap/Sure Guard

4 - Oct 15/Nov - Granular - Fertilization of Ornamental Beds - 13-0-13 50% slow release + Micros*

*High value palms substitute for 13-0-13 with 8-2-12 Southern Palm special IPM and Misc Applications

As needed - Liquid Insect and Scale Control - Crosscheck Plus

As needed - Liquid Spider mite control - Avid/Forbid

As needed - Liquid General Disease Control - T Storm (lb)

April/May & September - Liquid Plant growth reduction – TrimTect

As needed - Liquid Broad leaf weed control in beds – Round-Up Pro

Note: Additional necessary fertilizations or soil amendments for turf, shrubs and trees to address deficiencies due to environmental conditions, poor soil conditions, etc., fall outside of this contractual program but can be provided via separate written authorization and invoice as needed as needs are discovered and identified.

Plant Material Program

All plant, shrub or tree material shall be inspected and approved by the property before being planted. If a plant, shrub, or tree dies from insect or disease damage while under this tree/ shrub/palm care program within one (1) year, it will be replaced, at no cost to the property, with one of equal value and that is reasonably available and approved by the property.

Palm Tree Program

Fertilization:

Palm tree fertilization shall be quarterly and is performance based, not treatment based. Yarrdnique shall use the complete fertilizer blend with all necessary minor elements listed below. The blend should be 100% slow-release N.

The 8N-2P2O5-12K2O +4Mg with micronutrients fertilizer blend (100% Slow Release) shall be applied at a rate providing 1.5 lbs of the 8N-2P2O5-12K2O+4Mg with micronutrients fertilizer (not N) per 100 sq. ft. of palm canopy area, bed area, or landscape area. The suggested rate shall be used to determine the actual amount applied to each tree, which shall be applied to a narrow circumference of the base of the tree.

Therapeutic applications of minor elements are to be included to ornamental palms indicating need.

Counties with a Fertilizer Ordinance shall prevail and serve as a guide.

Palm Integrated Pest Management:

Pesticides will only be used on an as-needed basis and only in areas having the problem except for bud drenching as mentioned below. A curative approach shall be implemented for insect and disease management when damaging thresholds have been identified as negatively impacting either health or aesthetics.

Preventative vs. Therapeutic

For optimal palm health, preventative maintenance is far superior to therapeutic maintenance, as it proactively safeguards against diseases and insect infestations. Regular inspections, appropriate fertilization, proper watering, and timely pruning can fortify palms, making them less susceptible to issues. Preventative measures address potential problems before they arise, ensuring robust growth and longevity.

In contrast, therapeutic maintenance often involves addressing symptoms and root causes after significant damage has occurred, leading to delayed recovery and increased maintenance costs. By prioritizing preventative care, you can maintain healthier, more resilient palms and reduce the need for extensive treatments later on.

Irrigation Maintenance Specifications

FREQUENCY: ASI Landscapes shall perform a complete irrigation maintenance inspection as indicated in the contract. The irrigation inspection shall include the following: adjusting rotor or spray heads, confirming that rain sensors are active and functioning properly, confirming that all zones are operating, confirming that all types of irrigation heads are clear and free of any debris, confirming that all irrigation valve box lids are in place and visible and inside the valve boxes the valves are clear of any soil or grass debris and confirming all valve boxes have no damage.

If the system uses reclaimed water provided by county utilities, ASI Landscapes will maintain communication with the County on behalf of the property. This communication is intrinsic to the operation of the system and this, coupled with the inspection reports, will substantiate the status of the supply, pressure, and any potential restrictions.

Our Team is responsible for adjustments to watering schedules as needed for weather, new sod, plants, trees or other improvements. When necessary, our Team will provide backup reports, run times and run dates to the property.

Our Team will respond to generated work orders within 24 business hours. Work orders must be completed to the satisfaction of the property or resident, or the repair or replacement scheduled within 72 business hours. This schedule may change during the dry season.

All emergency irrigation repairs must be controlled within two (2) hours of notification. An emergency is deemed to be a stuck valve, broken mainline, or heads spraying into soffits, fasciae or into the interior of a unit.

Major irrigation repairs require pre-approval and will be completed on a separate work order upon approval by the property. Major repairs include but are not limited to, main lines 2" and larger, satellite controllers/ESP Controllers/Common Boards/Zone Boards, pumps, backflows, and rain sensors.

ASI Landscapes will be responsible for any damage to the turf or plants due to either under watering or over watering by the irrigation system. Our Team will be responsible for adjusting irrigation run times, gallons per minute and or water coverage due to seasonal changes as needed. ASI Landscapes will not be held responsible for failure of main irrigation water supply, water pressure or water restrictions imposed by a statutory or similar authority.

Our Team shall document each inspection in writing and provide to the property within 72 hours of completion.

Special Services

Floral Detail - Through our many years of floricultural experience with our property portfolio, ASI Landscapes will provide unparalleled experience in managing your floral displays. We will provide the assurance of consistently colorful displays through the proper plant selection and continuous detailing and “dead heading” of the floral displays throughout the property

Annual plants (client optional) are to be replaced four (4) times per year as directed and approved by the property. No period between installations shall exceed three and one half (3.5) months. Price per plant installed is to be noted.

- Annual flowers are a separate line item.
- Major renovation of annual beds shall be performed twice per year, at the beginning of each Contract year. The annual flower beds should be eight inches high at their highest point and angled for the best appearance. A potting mix specifically blended for annuals will be used. The potting mix will be “topped off” as needed during change outs, as part of this agreement. Four inch-potted annuals will be planted on eight-to-ten-inch centers, depending on the variety. Any annual(s) that declines in health or dies, will be replaced at no cost to the property with like variety, maintaining the annual display in its best display appearance. Contractor will be responsible to purchase, install, and dispose of all debris.

INSTALLATION SPECIFICATIONS:

1. All plants are to be installed utilizing a triangular spacing of 8-10” between plants.
2. All beds will be cleaned and hand/machine cultivated prior to installation of new plants.
3. Granular time released fertilizer; pre-emergent and a granular systemic fungicide will be added to the bedding soil at the time of installation.
4. Follow-up applications of fertilizer, fungicide, and insecticide will be provided as needed or as requested by the property.
5. All landscaping materials installed must meet or exceed all state and/or local codes and/or ordinances of the State of Florida (Florida #1 or Florida Fancy Plants and Trees). All plants shall be healthy, well branched, and densely foliated, with well-developed root systems, free of disease and insect pests.
6. Included in the unit pricing is the addition of planting soil and amendments a minimum of one time per year.

WARRANTY: Plant material installed by Contractor shall be warranted for one full calendar year. Plant material under Contractor’s warranty which dies due to unaddressed issues, insect damage, or diseases referenced in this RFP shall be replaced under the stated warranty within (15) fifteen business days.

Special Services

Mulching - The purpose of this policy is to outline the standards and practices for the use of mulch in landscaping projects to ensure optimal plant health, soil conservation, and aesthetic appeal while promoting environmental sustainability.

Mulch application should be performed during the months of January through March, and August through October.

Types of Mulch:

Preferred Mulches:

Organic mulches: Pine bark, cypress mulch, hardwood mulch, straw, leaves, and compost.

Recycled or repurposed materials: Melaleuca mulch, recycled wood chips.

Nonrecommended Mulches:

Non-biodegradable mulches: Rubber, plastic, dyed wood chips that may contain chemicals harmful to plants.

1. Mulch Application:

Depth: Apply mulch at a depth of 1-2 inches for optimal moisture retention and weed suppression. Do not exceed 3 inches to avoid smothering plant roots.

Placement: Keep mulch away from the base of trees, shrubs and structures (leave a 2-3 inch gap) to prevent rot and pest infestation.

Replenishment: Replenish mulch annually or as needed to maintain the desired depth and appearance.

2. Site Preparation:

Weed Control: Remove weeds and grass from the mulching area before application. Consider using landscape fabric under mulch for additional weed control.

Soil Preparation: Ensure proper soil preparation, including aeration and amendment, before applying mulch to support plant health.

Trenching – Bedline edges shall be trenched and beveled at a depth of 3" along hard surfaces or annual beds, 1" is required along turf bedlines.

3. Environmental Considerations:

Sourcing: Source mulch from sustainable and local suppliers whenever possible to reduce environmental impact.

Conservation: Use mulch to conserve soil moisture, reduce erosion, and improve soil health.

Recycling: Encourage the use of recycled organic materials as mulch to promote environmental sustainability.

4. Quality Control:

Inspection: Regularly inspect mulched areas for signs of excessive moisture, pests, or disease and take corrective actions as needed.

5. Customer Education:

Information: Educate customers about the benefits of mulch, proper maintenance, and the importance of sustainable practices.

Recommendations: Provide recommendations for mulch types and application based on specific landscape needs and conditions.

6. Records:

Records: Maintain records of mulch types, sources, and application dates for all projects.

Special Services

Storm Preparedness - In the event of a forecasted weather event, such as but not limited to hurricanes and tropical storms, the property may deem it necessary to suspend all operation of irrigation equipment, pump stations, and to secure controllers to avoid power surges and any catastrophic events such as an uprooted tree that breaks a mainline.

1. Storm remediation shall begin immediately following the storm's passage, once it's safe for crews to assess and address the damage.
2. Depending on the severity of the storm, remediation efforts might commence within 24 to 48 hours to prevent further damage or hazards.
3. Storm remediation may be delayed until after local authorities have conducted safety inspections and given clearance for cleanup activities to begin.
4. If the storm has caused widespread damage, an emergency meeting will be called with 48 hours to coordinate extended plan and mobilization efforts
5. Insurance assessments or obtaining permits may delay storm remediation efforts in certain cases.

Remediation Plan and Pricing:

Initial site visit to assess the damage caused by the storm.

Remediation plan to include:

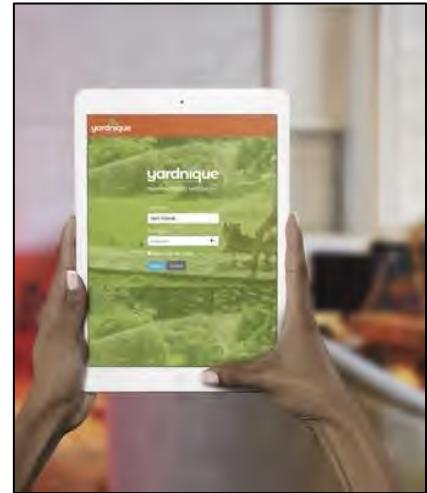
- Debris Removal
- Tree Pruning or Removal
- Soil Erosion Control
- Replanting
- Administrative: Permit fees, dump fees, transportation costs, misc. expenses

ASI Landscapes is not be responsible for any severe weather-related cleanup (hurricane, tornado, etc.) outside the normal contracted scope of services. Upon mutual agreement, normal contracted services may be exchanged for severe weather cleanup services. Upon mutual agreement, missed mowing services or any other missed contractual service may be credited to the property with a specific dollar value to be applied to future services.



ASI Landscapes is proud to introduce our customer portal, that automates weekly reports and service updates, Syncscape. This provides our customers with complete access to all invoices, service alerts and service requests with the ability to extend access to board members and/or residents as desired and managed by the property manager.

- Service reports after every visit
- Online service request submission and tracking
- Track quarterly landscape plan progress
- All invoices, proposals, and contracts in one place
- Manage board and community member access
- Measure landscape quality sentiment
- Automated email and text notifications
- Message team members any time of day



Aquatics Management

The premier provider of lake, pond, wetland and stormwater management services in the United States, our family partner, TIGRIS backs its services with relentless dexterity and a passion for environmental responsibility.

From initial inspection and consultation through routine maintenance, professional installation, repair and compliance, we have you covered at every stage. We work in close collaboration with your lake group, regulators and experts to execute scientifically rigorous programs to restore ecological balance and enhance water quality.

Design Services

ASI Landscapes is uniquely qualified to assist with landscape enhancements and design services that will elevate the presence of the community. We are always cognizant of budget and balance beauty, color, and other elements with environmental impact and long-term maintenance costs. We provide design services from the ground up and can property zone specific plans.

- Comprehensive site analysis and micro-climate assessments
- Color, texture, and shading studies
- Entrance, common area, and walkway planning
- Irrigation, drainage, and water management
- Lighting design for safety and energy efficiency
- Planning for trees, shrubs, flowers, and plants



Truxors
Mechanical Pond Cleaning



Aeration Full-Service
Install/Repair/Maintenance



Fisheries Full-Service
Stocking/Electro/Survey/Lime



Stormwater Compliance
Inspection, Consulting, BMP



Marsh Master
Wetlands

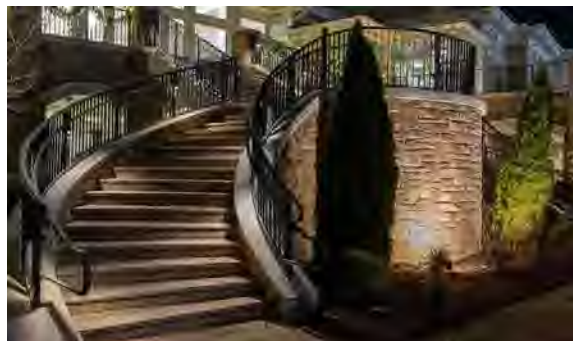




The best landscapes on earth



HOA on a grand scale



Lighting the way



Mulch and Straw Installation



Common areas that make a difference



An impressive entrance



Lush community areas enhance value



Pristine community areas



Perfectly manicured and ready for enjoyment

**Uniting partners through exceptional
landscape services**



UNITED
Land Services

Overoaks CDD

Overoaks CDD



Proposal For Landscape & Irrigation Maintenance

September 17th, 2025

Pricing Valid for 90 Days Upon Receipt

September 17, 2025

Overoaks CDD

c/o Inframark

RE: Landscape Maintenance & Irrigation Proposal

Dear Michael,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your *Community Road Map*™ because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*™ you will find the following sections:

- **Company History:** Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- **Agreement & Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Chris Marquess

Client Relations and Business Development

United Land Services

cmarquess@unitedlandservices.com

Table of Contents

- **Company history, experience and services**
- **Exclusive Partners and References**
- **Key Management and Personnel**
- **Development Strategy**
- **Reporting**
- **Certification**
- **Scope of Services**
- **Your Investment**



Company History and Services

Company History

Field Support Office

12276 San Jose Blvd
Jacksonville, FL 32223
(904) 829-9255

Total Number of Employees

1400+

Our History

How It All Started

The Company was founded by Bob Blandford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 1400 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.

Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.

United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.

Additional Areas Served

- Alabama
 - Montgomery
- Florida
 - Central Florida
 - Ocala
 - Ft. Peirce
 - Fernandina Beach
 - Tampa
 - Bradenton
 - Jacksonville,
 - Ft. Lauderdale
 - Panama City
 - West Palm
- North Carolina
 - Greensboro
 - Charlotte
 - Raleigh
- Georgia
 - Savannah
 - Atlanta



Products & Services

We Are Your All-Inclusive Service Provider



Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.



Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Driveways & Entranceways

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.

Irrigation Experts

Your Team of Certified & Licensed Specialists



Installation, Maintenance & Repairs

- **Installation** - At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.
- **Maintenance** - Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.
- **Improvements** - Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.



Agronomics Program

Certified Pest Control Operators



Fertilization, Pest Control & Agronomy Management

- **Fertilization** - We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast
- **Pest Control** - United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.
- **Agronomy Management** - We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.

Hurricane Preparedness

Plan of Action



Phase 1

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thorough-fares in common areas

Phase 2

- Assessment of total clean-up needed and associated total costs of Phases 1-3.
- Removal of any debris generated and stock-piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove "hangers",



Prioritizing Safety

Minimizing Risks

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with Industry Safety Experts
- Personal Protection Equipment Requirements
- Ongoing MVR Tracking and Reporting
- Post Accident Drug Testing



Vehicle Safety

Minimizing Risks

ONBOARDING SAFETY TRAINING

Safety starts the moment a team member is hired with a comprehensive training on proper vehicle, equipment and operational training.. Our goal is to ensure the crew and public are safe from leaving the branch, parking the vehicle to driving through a community. United Land equips our fleet and crews with the proper attire, markers and equipment to redirect traffic in safe manner so a job can be completed safely.



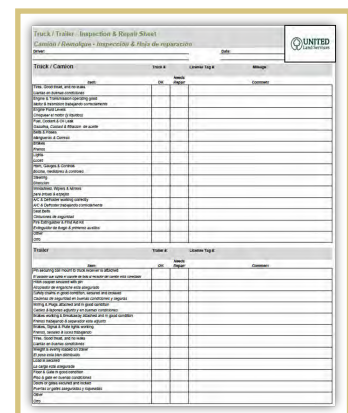
SOFTWARE MONITORING SYSTEMS:

Along with visual inspection, there are software system United Land has established to ensure the safety of our team and the public.

- Our ongoing MVR tracking and reporting application to review driver eligibility using a point system.
- Our GPS Monitoring Program allows our safety and fleet team to monitor speed and

DAILY VEHICLE INSPECTION:

A daily vehicle inspection is completed each morning to identify items that could pose risk to our employees and the general public . This inspection is then completed again upon return to the branch to ensure each vehicle and trailer are safe while on the road.





Exclusive Partnerships

Exclusive Partnership



Exclusive Partnership



Property: Country Club at Champions Gate

Name: Stephanie Taylor
Email: Stephanie.taylor@fsresidential.com
Address: 8977 Dove Valley Way Four Corners, FL 33896
Service: Maintenance free community consisting of 995 homes servicing the landscape maintenance, irrigation and Agronomics.



Property: Bridgewater at Viera HOA

Name: Chris Parkhurst
Email: cparkhurst@lelandmanagement.com
Address: Great Belt Circle Melbourne, FL 32940
Service: Landscape maintenance and irrigation for all common areas



Property: Town of Kindred

Name: Paul Almonte
Contact : palmonte@artemislifestyles.com
Address: 1508 Park Side Ave Kissimmee, FL 32738
Service: Landscape Maintenance, Irrigation and agronomics for all common areas



Name: Swan and Dolphin Resort at Walt Disney

Name: Eric Oprion—COO
Email: eopron@tishman.com
Service: Landscape maintenance and irrigation for all common areas



Property: Heathrow Master

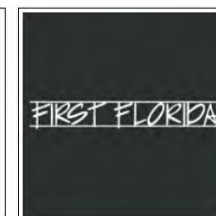
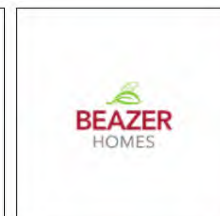
Name: Deanna Simms—Asst. Division Manager
 Email: dsimms@sentrymgt.com
 Value: 550,000
 Address: 995 Heathrow Blvd Heathrow, Florida 32746
 Service: Landscape maintenance and irrigation for all common areas and roadways.

**Property: Harmony West CDD and HOA**

Name: Shelley Kaercher
 Email: shelleykaercher@forestar.com
 Address: 6756 Alder Rd, St Cloud, FL 34773
 Service: Landscape maintenance, irrigation and agronomics irrigation for the CDD and HOA Clubhouse.

**Property: Celebration CDD**

Name: Angel Montagna
 Email: Angel.Montagna@inframark.com
 Address: 313 Campus Street Celebration, FL 34747
 Service: Landscape maintenance and irrigation for common area



CONDEV

April 23, 2024

To whom it may concern:

We are pleased to write this letter on behalf of the team at United Land Services. Our company has been working closely with United on several development projects both on the new landscape installation and maintenance fronts with great results.

United's responsiveness and attention to detail set them apart in the industry and have been a welcome addition to our development process. We now include United very early in the process when contemplating landscape design for new projects. We have found this very beneficial.

We highly recommend United Land Services when considering a dedicated landscape installation and maintenance team.

If we can provide any further information regarding our experience with United Land Services, please do not hesitate to contact us.

Regards,

CONDEV COMPANIES



Christopher J. Gardum
President

210 N University Drive; Suite 702
Coral Springs, Florida 33071
954-603-0033

To whom it may concern,

April 18, 2024

I am writing to provide information on our working relationship on behalf of Inframark for United Land Services. Inframark has been working closely with United on several of our accounts, and we have consistently experienced their professionalism and exceptional responsiveness.

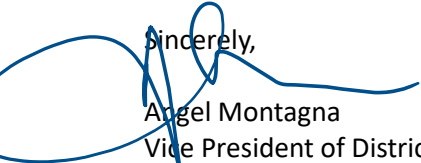
Whenever issues arise, United Land Services has shown great proficiency in handling them efficiently and effectively. Their prompt and thorough approach to problem-solving has been instrumental in maintaining the smooth operation of our projects.

Working with United Land Services has been a pleasure for the Inframark teams. Their commitment to delivering high-quality services and their dedication to customer satisfaction have greatly contributed to our successful partnership.

We highly recommend United Land Services for any future collaborations and can assure you that their expertise and professionalism will be a valuable asset to your organization.

Should you require any further information or have any specific inquiries, please do not hesitate to contact me.

Sincerely,


Angel Montagna
Vice President of District Services
Inframark

To Whom it May Concern:

I am writing to wholeheartedly recommend United Land Services for any landscaping projects you may be considering. As the Property Manager for Waterleigh Phase 4 Single Family & Townhome HOA's, I have had the pleasure of working closely with United Land Services on multiple occasions, and I can confidently attest to their exceptional professionalism, expertise, and commitment to excellence.

One example of their commitment to excellence is, when a homeowner called at 7AM on a non-maintenance day with a broken mail line, United's Team displayed remarkable efficiency and professionalism. Within just two hours of the call, they were onsite and swiftly completed the necessary repairs. Their prompt response not only prevented further damage but also minimized inconvenience for the homeowner. Such dedication and commitment to customer service are truly commendable and reflect positively on United's reputation.

Moreover, United Land Services consistently demonstrates a genuine passion for their craft, evident in every aspect of their work. Their dedication to customer satisfaction is unparalleled, and they go above and beyond to ensure that their clients' visions are not only realized but exceeded.

In addition to their technical skills the team at United Land Services is a pleasure to work with. They are approachable, responsive, and collaborative, making the entire process smooth from start to finish.

Based on my experiences, I have complete confidence in United Land Services' ability to deliver outstanding results on any landscaping project they undertake. Their professionalism, creativity, and commitment to excellence make them a truly exceptional partner.

If you have any further questions or require additional information, please do not hesitate to contact me. I am more than happy to provide any assistance I can.

I am certain that you will be as impressed with their work as I have been.

Sincerely,

Heather Burch, LCAM

Property Manager

Access Management

16150 Pebble Bluff Loop

Winter Garden, FL 34787

E: hburch@accessdifference.com P: 407-605-5588



352.331.9988
5950 NW 1st Place
Suite 160
Gainesville, FL 32607
VestaPropertyServices.com

To Whom It May Concern:

I am pleased to offer the following comments regarding United Land Services. United Land Services is contracted to provide lawn and landscape services for the Longleaf Homeowners Association located in Gainesville, Florida.

Company services were initiated on January 1, 2024, and services continue to the present time. The transition to United Land Services from our former provider was better than anticipated. Such transitions may be a challenge however United Land Services' direct communications made the process easier.

United Land Services' management team continues to meet with the HOA Board President and myself monthly to ensure the proper delivery of landscape services as well as special projects. The company implemented an on-line work order system known as *issuetrak*. I am optimistic this work order system will provide direct communications between the company and HOA owners.

Please do not hesitate to contact me should you require additional information regarding United Land Services' performance.

Kind Regards,

Jessica Felver

Jessica Felver

C.A.M.

Vesta Property Services

5950 NW 1st Place

Gainesville, FL 32607

352-331-9988

longleaf@vestapropertyservices.com

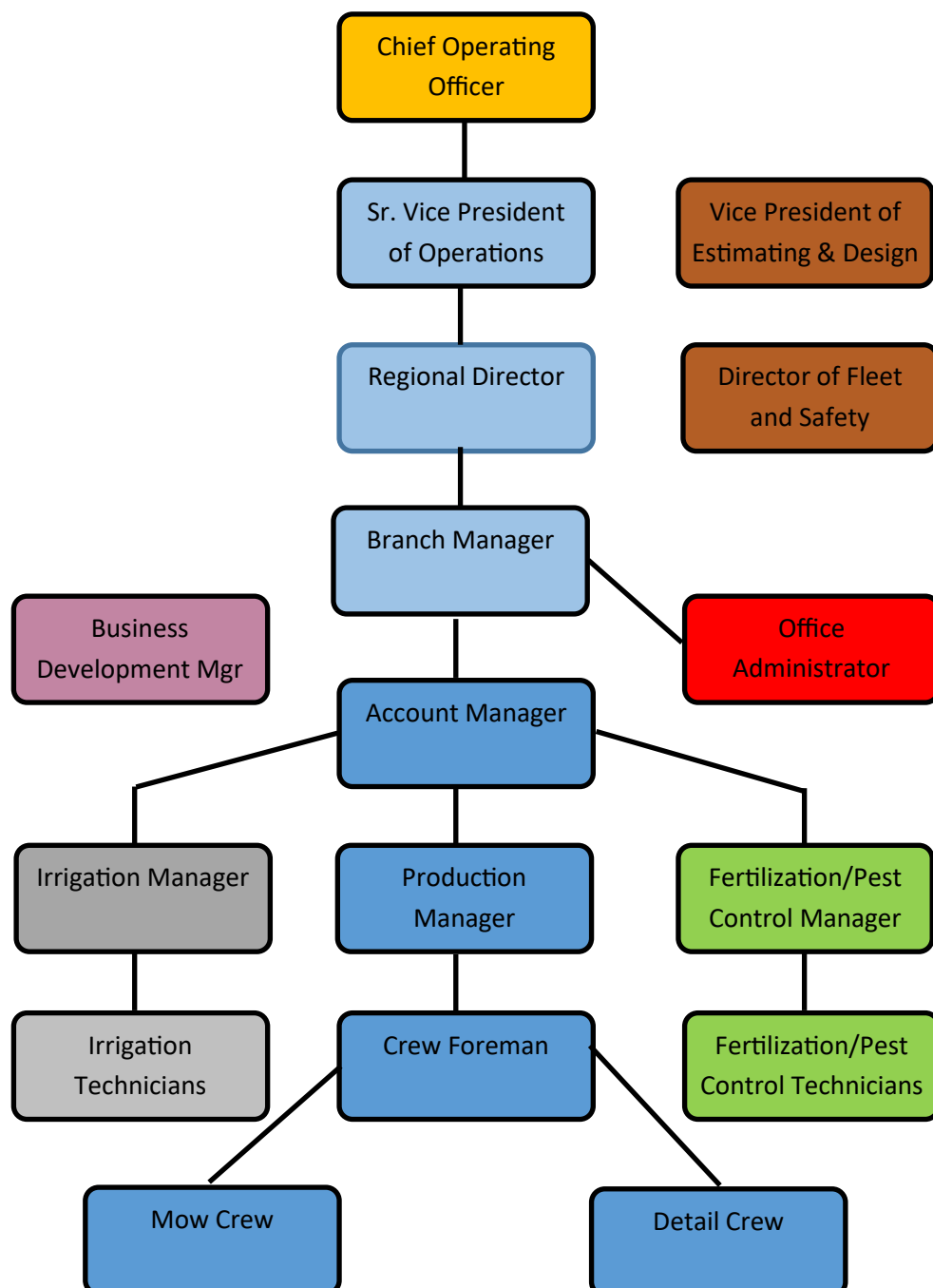


Key Management and Personnel

Personnel

Corporate Structure

United Land Services operates with a multi-layered accountability system, extending from our CEO to our crew members. This structure ensures robust support for our team and delivers top-notch service to our clients. By setting clear expectations, providing training, and fostering a culture of excellence, we empower each member to excel in their role, guaranteeing professionalism and quality in every interaction. Our commitment to accountability not only strengthens internal cohesion but also ensures that clients receive the utmost satisfaction in every project.



Personnel

Meet Your Leadership Team

United Land Services has diligently prioritized hiring top-quality staff members since 2002. This commitment ensures that we consistently deliver superior services and maintain open, effective communication channels with our clients. Our dedicated team remains the cornerstone of our success, driving excellence in every aspect of our operations.

Regional Vice President

-Jason Ackman

-Oversees all landscape maintenance and installation for the central Florida regions.

Regional Director

-Brett Perez

-Oversees all United Operations in the Region and Offers Assistance to Local Branches.

Branch Manager

-Stephen Rossbach

-Leads all maintenance operation teams out of the Orlando South / Reunion Branch.

Account Manager

-Tyler Bridges

-Onsite Management for all crews and primary point of contact for the property.

Business Development Manger

-Chris Marquess

-Works with the district to ensure a smooth onboarding process and secured partnerships.

Director of Fleet and Safety

-Tom Enright

-Develops a comprehensive safety plan company wide. Provides capitol resources for all branches.

Personnel

Meet Your Team

United Land Services has diligently prioritized hiring top-quality staff members since 2002. This commitment ensures that we consistently deliver superior services and maintain open, effective communication channels with our clients. Our dedicated team remains the cornerstone of our success, driving excellence in every aspect of our operations.

Regional Irrigation Manager

-Tony Roberts

-Oversees all irrigation aspects from scheduling to billing and monitors quality of work with the irrigation department..

Irrigation Tech

-Alex Martinez

-In charge of thoroughly inspecting the irrigation system each month and making the necessary repairs.

Production Manager

- Samuel Torres

-Works along side crew monitoring quality of work, organizing work schedules, prioritizing tasks and ensuring deadlines are met..

Crew Leader

-Crew Foreman(TBD)

-Overseeing daily tasks, assigning work and ensuring team members perform their duties correctly and safely.

Maintenance Crew

-Maintenance Crew(TBD)

-Completes all aspect of the landscape maintenance program in order to keep the outdoor spaces healthy, attractive and safe for the residents.

Bob Blandford

Chief Executive Officer



Bob Blandford leads our team as an accomplished executive with more than 25 years of experience in the landscape industry. Bob believes in our mission, our people, and our products as well as providing the best possible customer service. He is driven to do whatever it takes to be the best partner with the best company culture in the business.

Experience

2019 – Present

United Land Services – Chief Executive Officer

- Oversee executive leadership, public relations of the company and all company-related training
- Effectively manage a team of more than 450 employees in 8 different locations throughout the Southeast
- Develop and accomplish short-term goals and long-term objectives that further the company's growth

1998 - 2019

United Landscapes – Owner

At the age of 16, Bob Blandford started working for a commercial lawn maintenance company servicing customer such as Barnett Bank, TPC Sawgrass, and Jacksonville Golf and Country Club. In 1998, he went into business for himself, performing all facets of commercial construction and maintenance. Over the years, Bob built a company that now employs over 400 employees. They service customers such as HOA, CDD, commercial developers, and ten different national home builders. Bob Blandford also holds a Commercial Building Contractor's License and a Florida Irrigation License.

Licenses & Skills

- *Certified General Contractor*
- *Certified Pest Control Operator*
- *Certified Irrigation Contractor*
- *Certified Dealer In Agriculture*
- *Leadership & Growth Mindset*
- *Business Strategy & Planning*

Contact

12276 San Jose Blvd. Ste, 747
 Jacksonville, FL 32223
 904-829-9255
bblandford@unitedlandservices.com

Ray Leach

Chief Operating Officer



Ray Leach is the driving force behind the day-to-day operations. At United Land Services his role includes law and finances, strategic planning, analytical thinking, business development and operations management. His extensive knowledge in the landscape industry has made Ray a successful, demonstrated leader over his 30-year industry tenure.

Experience

2021 - Present

United Land Services – Chief Operating Officer

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Oversee expenses and budgeting to help the organization optimize costs and benefits

1994 - 2021

Southern Scapes – President

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

Licenses & Skills

- Certified Irrigation Contractor
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

Contact

12276 San Jose Blvd. Ste, 747

Jacksonville, FL 32223

904-829-9255

rleach@unitedlandservices.com

[linkedin.com/in/ray-leach-8bb505174/](https://www.linkedin.com/in/ray-leach-8bb505174/)

Donnie Cope

Vice President of Operations



Accomplished and goal-driven Vice President with more than 7 years' experience in strategic and tactical business leadership. Expertise includes managing business process change to achieve maximum results with effective planning, organization and communication skills as well as a solutions-oriented approach to problem-solving.

Experience

2015 - Current

United Land Services – VP of Operations

- Establishes, implements, and communicates the strategic direction of the organizations operations division.
- Collaborates with executive leadership to develop and meet company goals while supplying expertise and guidance on operations projects and systems.
- Collaborates with other divisions and departments to carry out the organization's goals and objectives.
- Identifies, recommends, and implements new processes, technologies, and systems to improve and streamline organizational processes and use of resources and materials.
- Designed and manages Northeast Florida operations with a diverse staff of qualified project managers

2016 - 2020

Florida Turf Grass – Owner

- Sod sales, installation and grading services for Northeast Florida.

2014 - 2016

Outdoor Concepts – Owner

- Landscape design and construction services for Northeast Florida.

Education

2001 - 2003

A.A. Business Administration and Management

St. John's Community College

Licenses & Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

12276 San Jose Blvd. Ste, 747

Jacksonville, FL 32223

904-829-9255

dcope@unitedlandservices.com

linkedin.com/in/donnie-cope-69677b20/

Jason Ackman

Regional Vice President



Jason has joined the ULS team as the Regional Vice President of Operations, bringing about 30 years of commercial landscape experience and knowledge to the team. Jason has held a variety of roles in the green industry from operations to owner which plays an integral part in the companies goal to continuously improve for our future and current clients. His expertise will prove as an asset as we continue to grow in commercial landscape industry.

Experience

2023 - Present

United Land Services – Regional Vice President

- Formulate best practices in the green industry with all branches
- Implement efficient policies and procedures
- Coordinate labor operations and find ways to ensure customer retention
- Evaluate risk and lead quality assurance efforts
- Develop and oversee budgets and PNL
- Drive an ever improving safety culture

2022-2023

Benchmark Landscaping – President/ Owner

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

2021-2022

Greenleaf Landscaping – President

- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

2017-2021

Vesteco Management – President/Owner of Multifamily Management

2015-2017

Yellowstone – Area Field Director

1996-2017

Ackman Brothers Landscape– President/ Owner

Licenses & Skills

- Leadership
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

Contact

407-435-9554

jackman@unitedlandservices.com

Brett Perez

Regional Manager of Maintenance



Brett serves as our South Florida Regional Manager of maintenance. He has extensive knowledge in the green industry. Brett brings over 16 years of experience to the table. He takes pride in his attention to detail and customer service, a quality that he instills throughout his entire team. He strives to meet and exceed the needs of every customer, no matter how big or small.

Experience

2023 - Current

United Land Services – Regional Manager

- Achieving business goals and revenue targets.
- Overseeing daily operations, managing budgets, and setting performance objectives.
- Recruiting, training, and supporting branch managers
- Developing and implementing best practices in the green industry
- Planning, evaluating, and optimizing operations to be efficient and cost-effective.
- Dealing with escalated customer issues and incident reports.

2023- 2023

Benchmark Landscaping –Chief Operating Officer

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws

2021-2023

Inframark Management Services - Area Field Director

- Lead staff by communicating job expectations; planning, monitoring, and appraising job results;
- Design, develop, implement strategic site standards to address the Company's standards and client requirements.
- Instructing field crews on season specific work such as fall pruning, fertilizations, weed treatments, mulching, etc.

2015- 2021

Yellowstone Landscape -Branch Manager

2013-2015

Austin Outdoor -Branch Manager

2010-2012

Buckhorn Springs Golf and Country Club -Golf Course Superintendent

Education

B.S. of Science

Turf Science

University of Florida

Licenses & Skills

- Organization
- Problem solving
- Teamwork
- Leadership

Contact

813-784-1162

bperez@unitedlandservices.com

John Borland

Branch Manager



John has been in the Green Industry for 33 years. He has an extensive background and experience in both landscape architecture and landscape management. John takes pride in his attention to detail and customer service, a quality that he instills throughout his entire branch. He strives to meet and exceed the needs of every customer, no matter how big or small.

Experience

2021 - Present

United Land Services – Branch Manager

- Planning, scheduling, and implementation of all landscape and enhancement operations throughout the branch.
- Quality control, safety, and routine training.
- Client relations and service

2020-2021

The Greenery - Senior Branch Manager

- Develops and maintains long-term relationships with customers oversee and coordinate all operations
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Responsible for setting objectives, managing policies and revenue growth

2018-2020

Sun State Nursery - General Manager

- Sustain and grow existing business
- Staff training and development of account managers and labor
- Improving quality and operating efficiencies.

2007-2018

Brightview (formally ValleyCrest) - Branch Manager

- Mentor account managers for growth and development
- Oversee team for efficient processes, safety, and metrics
- Responsible for growth of contracts, retention of clients and services to commercial clients

2000-2007

Green Heron Landscapes, Inc - General Manager/ Vice President

1990-2007

Clarence & David Company - Branch Manager / Landscape Architect

Education

1990

B.S. Landscape Architecture

Michigan State University

Licenses & Skills

- Creativity
- Leadership
- Organization
- Teamwork
- Strategic Planning
- Client Resolution

Contact

6386 Beth Road

Orlando, FL 32824

904-855-5383

jborland@unitedlandservices.com



Development Strategy

Phased Development Strategy

Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



Premier Landscape Platform



A Reputation of Excellence



Full-Suite of Services



Experienced Management Team



Relationship-Oriented Service

Phased Development Strategy

Plan of Action

Phase I (Days 1-30)

- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.



Phased Development Strategy

Plan of Action

Phase 2 & 3 (Days 31-90)

- Examine Phase I results and modify “Plan of Action” if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.





Reporting

Closing the Communication Gap

Alignment, Execution & Building Partnerships

Agronomics and Irrigation Inspection Reports

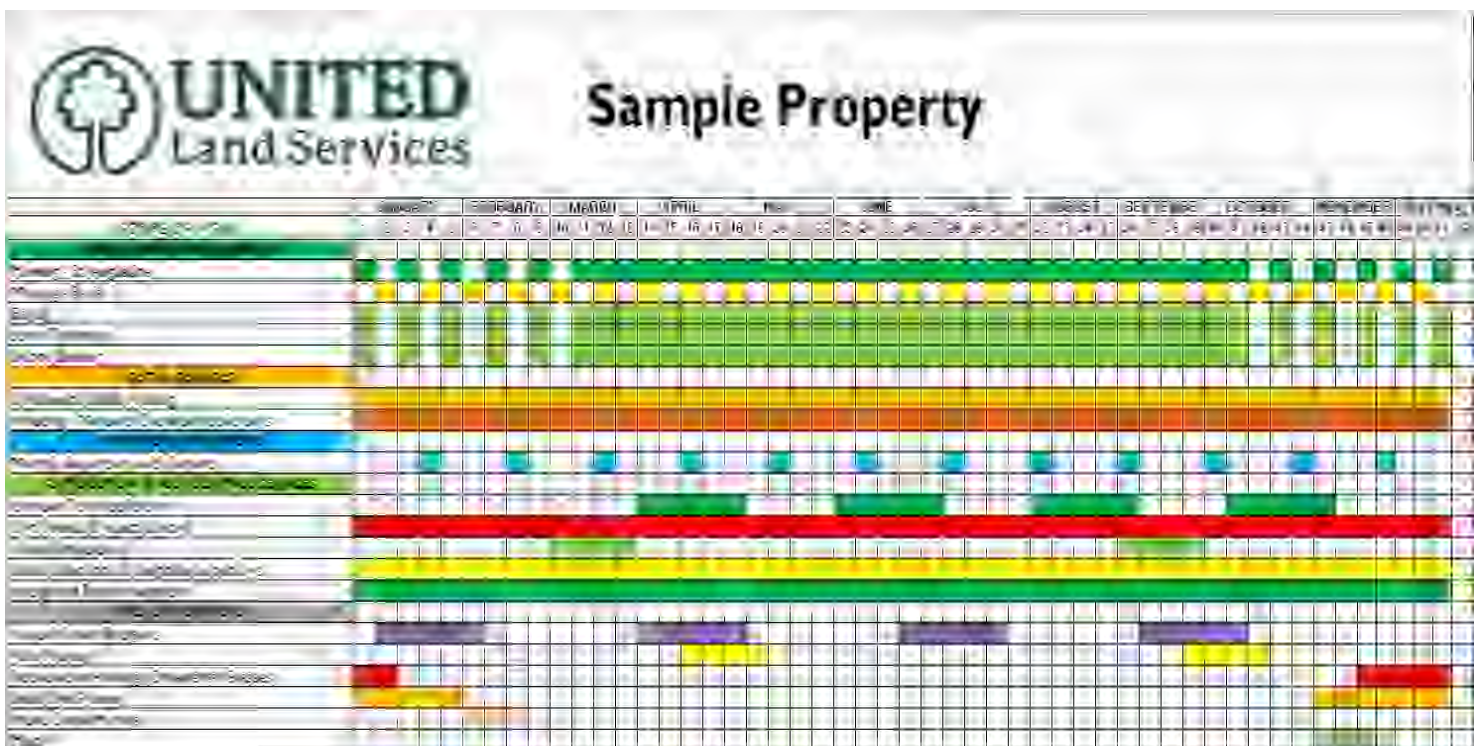


This form is a detailed inspection report for agronomics and irrigation. It includes a header section for job information (Job Name, Job #, Date, Station Location, Tool Name, ID Card) and a large grid for recording inspection data. The grid is organized into columns for different inspection areas and rows for specific data points. The United Land Services logo is visible in the top right corner.



This form is a detailed inspection report for agronomics and irrigation. It includes a header section for job information (Job Name, Job #, Date, Station Location, Tool Name, ID Card) and a large grid for recording inspection data. The grid is organized into columns for different inspection areas and rows for specific data points. The United Land Services logo is visible in the top right corner.

Yearly Service Calendar Guideline

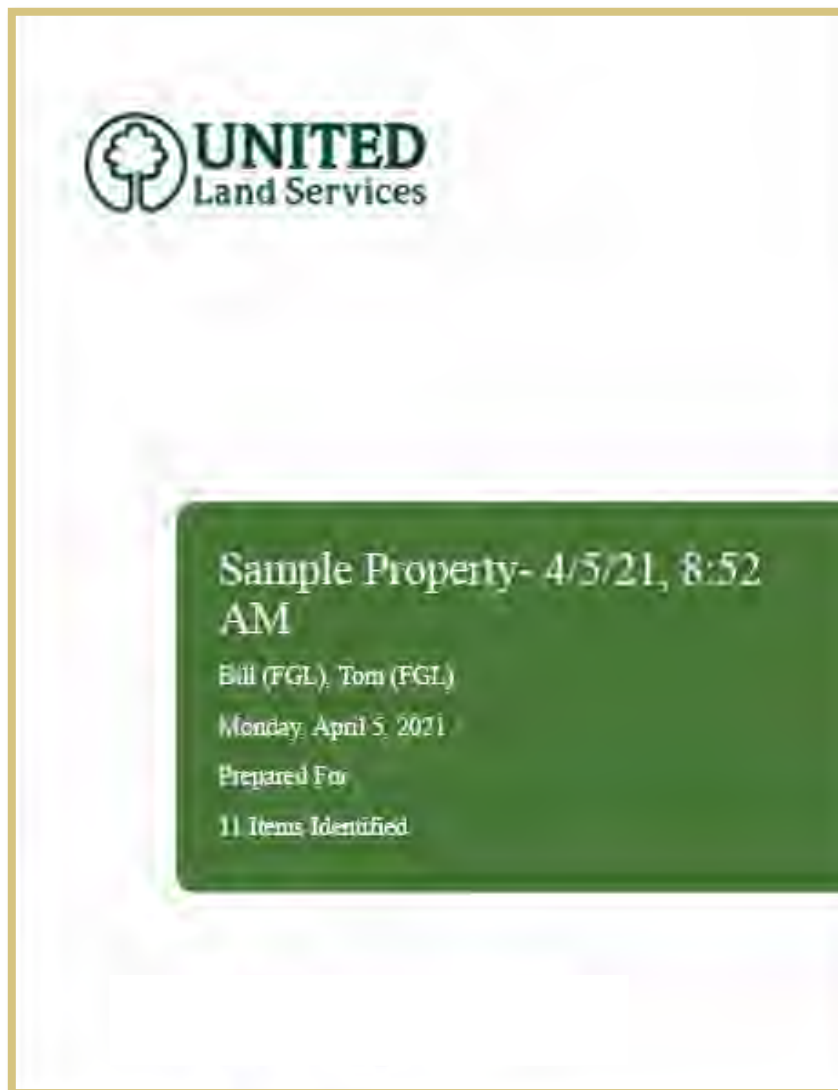


This is a yearly service calendar guideline for a sample property. It features a header section with the United Land Services logo and the title "Sample Property". Below the header is a large grid showing the months of the year (January through December) and the days of the month. The grid is color-coded to indicate different service areas: green for general maintenance, yellow for irrigation, blue for fertilization, red for pest control, and purple for other services. The grid is organized into columns for each month and rows for each day of the month.

Closing the Communication Gap

Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication through pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.



Closing the Communication Gap

Alignment, Execution & Building Partnerships

SAMPLE



Issue 1
Selectively remove tall stalks on White BOP in a sectional manor.
Removals tagged with orange tape



Issue 2
Remove Mags on Cody Chase



Issue 3
Declining Washingtonian on Cody Chase



Issue 4
Remove staking kit

SAMPLE



Issue 5
Queen Palm on 46A dead from Ganoderma



Issue 6
Possible irrigation issue on Podocarpus along 46A units



Issue 7
Replace declining Pittisporum with turf



Issue 8
Proposal for method to attach Jasmine to columns / pergola

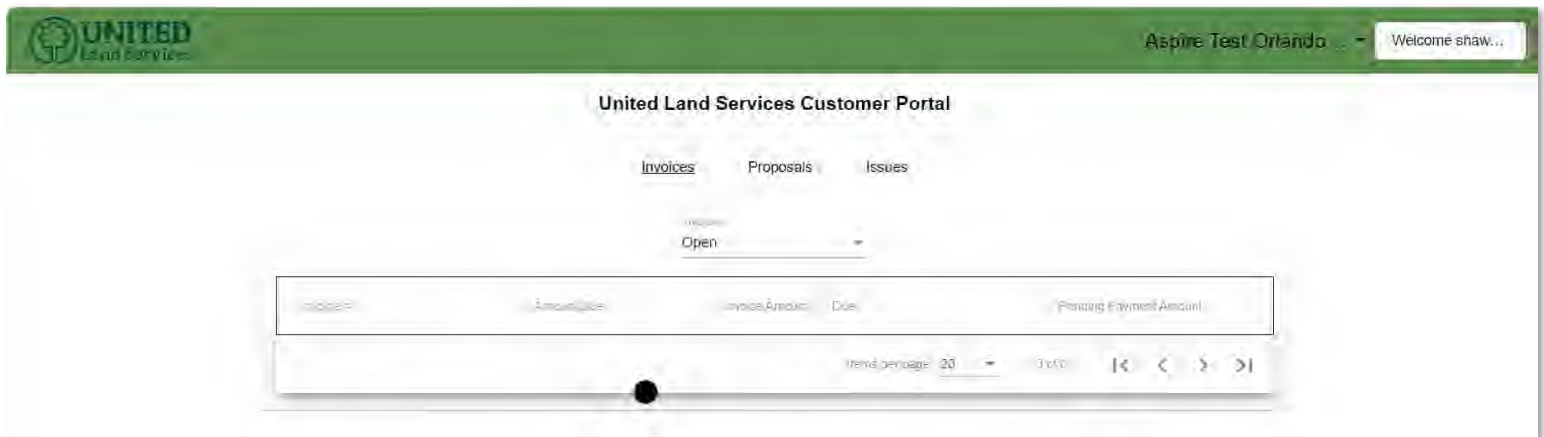
Work Order Software

Accountability, Communication and Productivity

United Land Services Work Order System Powered by:



United Land Services is dedicated to ensuring our valued partners receive the highest level of communication for a success long term partnership. Our work order system gives the client all the tools needed to stay informed on their property. The Aspire work order system is a user friendly software system that compliments our strong level of communication while providing accountability for our dedicated team.



FEATURES:

- View Invoices
- Pay Invoices
- View Proposals
- View Past Work Orders
- Review Updates on Work Orders
- View Landscape Experts Notes
- Sign Proposals
- Create Issues
- Submit Work Orders

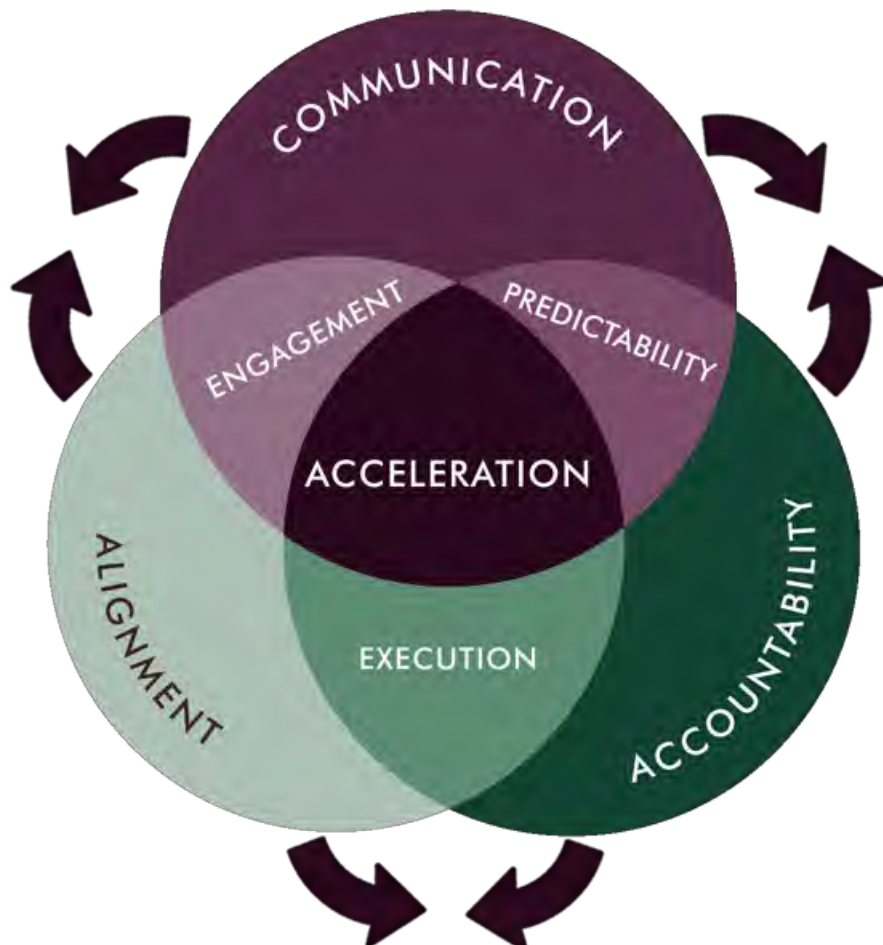
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals.
(Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.

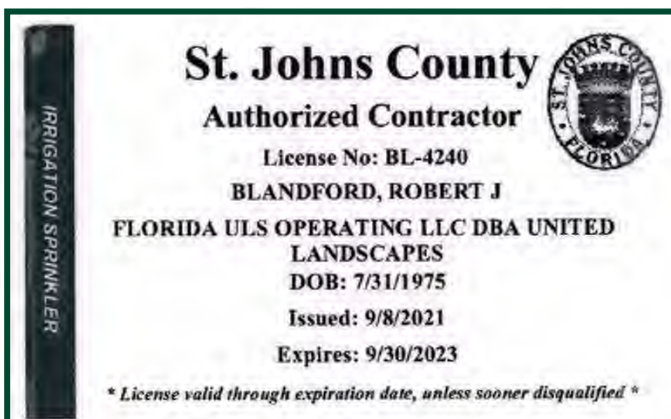
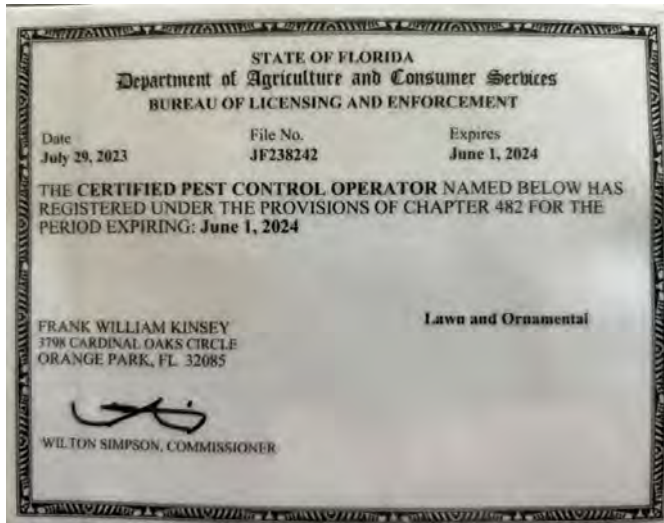




Certifications

Certification

Your Agronomics and Irrigation Specialists



Certification

Your Agronomics and Irrigation Specialists



Certification

Your Agronomics and Irrigation Specialists

Form W-9 <small>(Rev. 03-09-2016) Department of the Treasury Internal Revenue Service</small>	Request for Taxpayer Identification Number and Certification <small>Go to www.irs.gov/FormW9 for instructions and the latest information.</small>	Give Form to the requester. Do not send to the IRS.
1 Name (or street, rural route, or other address). Name is required on the form to receive the TIN. Florida ULS Operating LLC		
2 Business name (if different from 1) United Land Services		
3 Check appropriate box for classification of the person or entity (check only one box). <input type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> D Company <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company (LLC) or other pass-through entity (check one box) <small>Check the box that applies to the business for tax classification. If a single-member LLC, do not check the box for LLC if the LLC is classified as a partnership. If a partnership, do not check the box for LLC. If the LLC is classified as a partnership, do not check the box for U.S. entity for purposes. Otherwise, a single-member LLC that is disregarded for U.S. tax purposes should check the appropriate box for the business classification.</small> 4 Exemption status (only for individuals, not individuals as estates or trusts) Exempt person (if any): Exempt person (if any): Exempt person (if any):		
5 Address (number, street, and apt., P.O. box, etc.) 12276 San Jose Blvd Suite 717 6 City, state, and ZIP code Jacksonville, FL 32218 7 List all other names (if any) (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, line 7, for a list of other TINs. If you do not have a number, see How to get a TIN later. What if the taxpayer is a minor? See the instructions for line 7. Also see What Name and Number to Give the Requester for guidance on which number to enter.		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all income or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code (if entered on this form (if any)) indicating that I am exempt from FATCA reporting is correct. Certification exceptions: You must check out item 4 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all income and dividends, or your tax return. For all other exceptions, item 4 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, completion of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II later.		
Sign Here Signature of U.S. person: <i>[Signature]</i> Date: <i>1/15/2022</i>		
General Instructions Section 1 entered on the Internal Revenue Code (2681) and the related regulations. Future developments: For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/formw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS may obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest income or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (miscellaneous income, prizes, awards, or gross proceeds) • Form 1099-B (broker's report of mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate sold or paid) • Form 1099-K (merchant card and third-party network transactions) • Form 1099-L (mortgage interest) (1099-L is included, loan interest, 1099-T (return) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See What is backup withholding, later.		



3/26/2024

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER New York-Alliant Ins Svc Inc 101 Park Ave 14th Fl New York, NY 10178	CONTACT NAME: Stephanie Kearney PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Stephanie.Kearney@alliant.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Federated Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED United Land Services Operating LLC 12276 San Jose Blvd Suite 747 Jacksonville, FL 32223	NAIC # 13935

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POL EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	1855494	3/31/2024	3/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	1855494	3/31/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	1855495	3/31/2024	3/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1855496	3/31/2024	3/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation Policy# for NC/ GA/ AL - 1855497. The same coverage limits apply

Auto Liability Policy# for NC - 1865264. The same coverage limits apply

Re: Orange Lake Resorts.

Holiday Inn Club Vacations Incorporated is an Additional Insured Subject to the Conditions of the Additional Insured - Owners, Lessees or Contractors - Automatic Status when required in Construction Agreement with you Endorsement for General Liability. Insurance Provided by the General Liability Coverage SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER Holiday Inn Club Vacations Incorporated Attn: Vendor Management (Finance) 9271 S John Young Pkwy Orlando, FL 32819	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY New York-Alliant Ins Svc Inc		NAMED INSURED United Land Services Operating LLC 12276 San Jose Blvd Suite 747 Jacksonville, FL 32223	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

is Primary and Noncontributory over other Insurance. General Liability Contains a Waiver of Transfer of Rights of Recovery Against others to Us (Waiver of Subrogation! - Automatic Endorsement. The Certificate Holder is an Additional Insured Subject to the Conditions of the Additional Insured by Contract Endorsement for Business Auto Liability. Insurance Provided by the Business Auto Liability is Primary and Noncontributory over other Insurance. Business Auto Liability Contains a Waiver of Subrogation in favor of The Certificate Holder Subject to the Conditions of the Blanket Waiver of Transfer of Rights of Recovery Endorsement. Umbrella Policy follows form. Includes 30 Days Notice of Cancellation.



Scope of Services Summary and Site Maps

**Project Manual for
Request for Proposals for
Landscape and Irrigation Maintenance Services**

**Overoaks
Community Development District
Osceola County, Florida**

August 28th, 2025

Table of Contents

List of RFP Documents:

1. Request for Proposals
2. Instructions to Proposers
3. Scope of Services
4. Maintenance Map
5. Official Bid Proposal Form
6. Proposed Form of Agreement
7. Form of Weekly Landscape Maintenance Report
8. Combined Affidavit for Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion

Request for Proposals for Landscape and Irrigation Maintenance Services

Informal Request for Proposals for Landscape and Irrigation Maintenance Services

The Overoaks Community Development District (the “**District**”) hereby requests proposals to provide services relating to landscape and irrigation maintenance services, as more specifically set forth in the Project Manual.

The Project Manual will include, but not be limited to, this Request for Proposals, the Instructions for Proposers, the Scope of Services, Maintenance Map, Bid Proposal Form, a form of the Agreement, and a form of the Weekly Landscape Maintenance Report.

The District reserves the right to reject any proposals, make modifications to the work, and waive minor informalities and irregularities in proposals as deemed appropriate, if it determines in its discretion that such action is in the best interest of the District. The Board of Supervisors of the District will award the contract to the proposal that it determines, in its sole discretion, is the most advantageous to the District, pursuant to the contained within the Project Manual and its adopted Rules of Procedure. Please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (i) Proposer must be fully licensed in the state of Florida and insured and (ii) Proposer must have recent experience with other communities of a similar nature, size and amenity level to the Overoaks CDD project, with verifiable references on those projects.

All questions relative to this project must be directed in writing to the District Manager, Michael Perez, at Michael.Perez@inframark.com please cc Howard.Neal@inframark.com and Jennifer.Goldyn@inframark.com.

Firms desiring to provide services for this project must submit one (1) digital PDF copy of the required proposal no later than 3 PM (EST) on 09/04/25, by emailing District Manager Michael Perez, at Michael.Perez@inframark.com. Any proposal that is not completed as specified or that is missing the required proposal documents as outlined in the Project Manual may be disqualified.

Please note that this is an informal solicitation of proposals for contractual services, and there is no right to protest this proposal package or the Board’s selection of the ultimate proposal.

Overoaks Community Development District

Michael Perez, District Manager

OVEROAKS COMMUNITY DEVELOPMENT DISTRICT

Instructions to Proposers

Landscape & Irrigation Maintenance Services RFP

Osceola County, Florida

1. **General Information.** The Board of Supervisors (“**Board**”) of the Overoaks Community Development District (“**District**”) is requesting proposals for the provision of Landscape and Irrigation Maintenance Services on a continuing basis (“**Proposals**”). The District will accept proposals from all qualified companies interested in providing these services. All proposers should be experienced in providing landscaping and irrigation services in the State of Florida and hold any applicable licenses or certifications. Any proposer that is a corporation or other business entity must be registered with the Florida Department of State, Division of Corporations, authorized to do business in the State of Florida, and currently in good standing.
2. **Project Manual.** The Project Manual includes, but is not limited to, the Request for Proposals, these Instructions to Proposers, the Scope of Services, Maintenance Map, Evaluation Criteria, an Official Bid Proposal Form, a form of the Agreement, and a form of the Weekly Landscape Maintenance Report. The Project Manual will be available at the date and time specified in the Request for Proposals.
3. **Review of Project Manual:** It is the responsibility of prospective proposers to review the Project Manual and any addenda, made available in connection with the work and to prepare a proposal based solely on the Project Manual.
4. **Scope of Services.** The Landscape and Irrigation Maintenance Services are generally described in the “**Scope of Services**” included in the Project Manual for the locations highlighted in yellow in the **Maintenance Map** also included herein, as well as any addenda issued by the District Manager prior to the submission of Proposals.
5. **Interpretation and Addenda of Project Manual.** No verbal interpretations will be made to any proposer as to the meaning or intent of the Project Manual. Every request for such interpretation must be in writing, addressed to the District Manager. To be given consideration, such requests must be received prior to the deadline for submitting questions as specified in the Request for Proposals. Interpretations, if made, will be written in the form of an addendum and sent via email by District Manager to all parties recorded as having received the Project Manual. All interested parties must supply a working email address to the District Manager. Any such addenda shall not relieve said Proposer from any obligation under the proposal as submitted. All addenda so issued shall become part of the Project Manual.
6. **Questions should be Directed to District Manager.** Any questions relating to the Project Manual should be directed, in writing, to the District Manager Michael Perez via email Michael.Perez@Inframark.com. The deadline for submitting questions relative to this project is stated in the Request for Proposals.
7. **Submittal Requirements.** Each Proposal shall include the following information:
 - a. **Official Proposal Form.** This solicitation includes an Official Proposal Form. Such form is to be filled out and executed completely.
 - b. **Company Information**
 - i. Name of company (including any "Doing Business As" names)

- ii. Headquarters/parent company locations
 - iii. Office locations and total number of employees at each
 - iv. Local address and telephone number
 - v. History of the company
 - vi. Organization chart of company
 - vii. Proof of applicable insurance indicating the types of coverage and limits for general, property automobile liability insurance, and worker's compensation insurance required by the Agreement.
- c. **Qualifications and Staffing**
- i. Number of CDDs represented by the proposer.
 - ii. Provide a narrative description of the proposer's approach to providing the services as described in the Scope of Services.
 - iii. Why the proposer is the best qualified to perform the Scope of Services
 - 1. if there will be a subcontractor performing certain services, describe which services will be subcontracted out and include subcontractor's qualifications
 - iv. A description of the proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. Include a staffing plan depicting the quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property.
- d. **Cost of Additional Services.** A fee proposal and detailed explanation for additional services that may be performed in addition to the items described in the Scope of Services.
- e. **References.** All proposers must submit a list of at least 3 references, including the name of the client entity, the client's website or general location, information regarding the work proposer did for the client, and the name, email, and number of a contact person.
- f. **Additional Information.** Any other additional information or documents that will assist the Board in evaluating the Proposer pursuant to the Evaluation Criteria.

8. Submittal of Proposals.

- a. Submit either one (1) original (via hand delivery or UPS, FedEx or similar) OR one (1) digital PDF copy of the required proposal (bearing the name of the Proposer, the name of the District, and identifying the project on the outside of the envelope). Each Proposer shall submit and deliver a complete proposal compliant with all requirements to the District Manager, at the physical address or emails address identified in the Request for Proposals by the date and time included in the Request for Proposals. All bids will be opened shortly after the proposal deadline.
- b. Proposals submitted after the deadline for delivery will be rejected.

9. Proposal Duration and Withdrawal of Proposal.

- a. Proposals may be withdrawn by providing written notice if received by the District prior to the time and date specified in the Request for Proposals for submission of the proposals.
- b. All proposals shall be in force for a period of 90 days after the proposal deadline. During this time, all provisions of the Proposal must be in effect, including prices.
- c. Proposers may not withdraw or modify their proposals after the deadline for submittal.
- d. Negligence on the part of the Proposer in preparing their proposal confers no right of withdrawal or modification of their proposal after the deadline for submittal.

10. Right to Waive Mistakes and Variations.

- a. Mistakes in arithmetic extension of pricing may be corrected by the Board.
- b. The District reserves the right to waive any minor or non-material discrepancies or technicalities.

- c. The District further reserves the right to request supplementation of any or all Proposals.

11. Method of Selection, Award, and Right to Reject.

- a. The Board will meet at a publicly noticed meeting and collectively as a group review and rank the proposals in accordance with the Evaluation Criteria. The Board will award the work to the Proposer that it determines, in its sole discretion, has the most advantageous proposal. The Board reserves the right to reschedule or continue the date of the evaluation meeting to a later date.
- b. The Board, in its sole discretion, reserves the right to reject any and all proposals whenever such rejection is in the best interest of the District.
- c. Nothing contained herein shall place a duty upon the District to reject a proposal or award the work based upon anything other than its sole discretion.
- d. The selected Proposer shall promptly enter into negotiations with the District to finalize any terms or details. If the negotiations are unsuccessful, the District may negotiate with the next Proposer(s) who had the next highest ranked proposal(s) until such negotiations are successful.

12. No Reimbursement of Preparation Costs. Proposers will not be reimbursed for any cost associated with responding to this solicitation.

13. Public Records. All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.

14. Term and Renewal. The initial term of the agreement will be 1 year. The agreement will automatically renew for subsequent 1-year periods until terminated pursuant to the termination provisions in the agreement. The scope of services and compensation for renewal periods may be adjusted by mutual written agreement evidenced by a written addendum.

15. Required Disclosure:

- a. **License and Permit Requirements:** For the purpose of complying with Florida Statue 218.80 titled "Public Proposal Disclosure Act", except as may be described in the Agreement, the successful proposer shall obtain and pay for all permits and licenses necessary for the work. Proposers shall be responsible for complying with Osceola County licensing requirements prior to submitting a Proposal and shall submit proof of compliance. Those Proposers who are not duly licensed and/or do not furnish proof thereof with their Proposal may be deemed non-responsive and may be disqualified.
- b. **Public Entity Crimes:** Proposers should be aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes.
- c. **Scrutinized Companies:** Proposers should be aware of, and in compliance with, all requirements under Section 287.135, Florida Statutes, on Scrutinized Companies.
- d. **E-Verify.** Proposers should be aware of, and in compliance with, all requirements under Section 448.095(2)(c), Florida Statutes, on E-Verification requirements.
- e. **Public Records:**
 - i. All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.
 - ii. As further described in the Agreement, in accordance with section 119.0701, Florida Statutes, if awarded the work, the Proposer shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all

requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

- f. The District, in its sole discretion, may reject any Proposer the District finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Board to lack honesty, integrity, or moral responsibility. The discretion of the Board may be exercised based on the disclosure required herein, the District's own investigation, public records, or any other reliable source of information. The Board may also reject any Proposer failing to make the disclosure required herein. By submitting a Proposal, Proposer recognizes and accepts that the District may reject the Proposal based upon the exercise of its sole discretion and Proposer waives any claim it might have for damages or other relief resulting directly or indirectly from the rejection of their Proposal based on these grounds, including the disclosure of any pertinent information relating to the reasons for rejection of the Proposal.
- g. Pursuant to Florida Statutes Section 287.05701, the District does not consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social, political, or ideological interests.

Thank you for your interest in the District.

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, landscape detailing, debris clearing, etc.) Notwithstanding the above, at no time will the Paspalum ever be allowed to grow beyond a maximum height of two (2) inches and St. Augustine shall never be allowed to grow beyond five and one half (5 ½) inches. Each mowing should leave the Bahia grass at a height of three (3) to three and one half (3 1/2) inches, Paspalum at a height of one (1) to one and one half (1 ½) inches and St. Augustine at a height of three and one half (3 ½) to four (4) inches. Optimum height for Paspalum should be approximately one and one half (1 ½”) to encourage deeper root growth. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The District requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the contractor. 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 forty-eight hours from the time the damage is caused at the contractor’s sole cost and expense. The contractor shall be responsible for training all its personnel in the technical aspects of the Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to pond banks and wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. The contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment, including orange safety cones, at all times. Any motorized equipment used on the road ways of the community must be legally equipped. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING (if applicable) - All ponds (if applicable) identified as such on the overall Maintenance Exhibit/Plans shall be mowed incorporating the same mowing schedule as the common areas stated above. 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 trimmed to water’s edge. Line trimming at water’s edge and line trimming of 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). The contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers

must blow all clippings away from the water's edge. 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 the contractor during every normal service event. Unless otherwise designated on Maintenance Exhibit/Plans, homeowners are responsible for mowing down to the water's edge behind their property.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged during each mowing event. All edging shall be performed to the sole satisfaction of the District. **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

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. Once per year, central leaders shall be maintained and interfering or crossed limbs shall be removed. 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. Branches and limbs shall be kept off buildings (including roofs), signage structures, play structures, fences & walls as well as pruned to keep street lights and traffic signage from being blocked. Additionally, on an as-needed basis, all trees shall be pruned over sidewalks, nature trails, parking lots, driveways & roadways so as not to interfere with pedestrians, cars or other vehicles. (This is to include maintaining at all times a minimum of **ten to fifteen (10-15)** feet ((but shall vary according to DOT specs)) of clearance under all limbs depending on location and species of tree.)

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 the District. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to appear neat and clean at all times.

The timing of the Palm pruning to be coordinated with the District. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas

where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. "Hurricane" palm pruning shall never be allowed without prior written approval from the District.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the District at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris 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, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

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

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed 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.

6) CLEAN UP – At no time will the 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. The contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS, PONDS OR ANY COMPONENT OF THE STORMWATER SYSTEM.**

7) REPLACEMENT OF PLANT MATERIAL – Tree 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. The contractor shall be responsible for replacement if due to contractor's 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.

8) If contractor misses a service due to inclement weather or any other reason, the contractor is required to make up service the same week.

PART 2

FERTILIZATION

The contractor shall follow all provisions of the Osceola County Fertilizer Application code (Chapter 9, Article III of the Code of Ordinances for Osceola County, as they may be amended from time to time. It is further recommended that those practices outlined in the Osceola County Fertilizer Rule be followed. Highlights of that rule are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF OSCEOLA 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 St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H ₂ O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Apply Supplemental Iron sulfate or chelated iron in liquid applications
October	A complete fertilizer based on soil tests

All Paspalum Sod:

March	A complete fertilizer based on soil tests + PreM
April	N (Soluble Nitrogen applied at .5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)

July	A complete fertilizer based on soil tests
August	Fe (for foliar apps, use ferrous sulfate @ 2 oz. /3-5 gal H ₂ O/1000 SF). If Fe is applied to an acidic soil, use 1 lb. of iron sulfate/1000 SF. If soil is calcareous, use the container label recommended rate of an iron chelate.)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to resident project representative 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 twice a year by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Test results will be provided to the District. 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 ITS 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, June, October)

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

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

REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO ITS NEGLIGENCE.

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P₂O₅-12K₂O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September, November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

The contractor shall provide the District with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. Contractor must notify the District five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the contractor to so notify the District may result in the contractor forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying on turf shall be provided by the contractor every month with additional spot treatment as needed. 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. The 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. The contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. The contractor will be fully responsible in the treatment of such afflictions. At the District’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. The 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. The contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

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

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

It shall also be the contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. The contractor shall familiarize itself 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

The 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, the contractor is asked to provide the cost for the annual application of Top Choice in all designated parks and clubhouse finished landscaped and irrigated areas on the Plans/Maintenance Exhibit. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

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

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all existing irrigation systems to date. This shall include all existing irrigation systems.

These inspections shall include:

A. Irrigation Controllers

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

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities **weekly**: inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

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

D. Report

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

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer 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 always maintain maximum clearance for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management,

Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, the District 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 Supervisor's discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, 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 beads, nozzles, drip main and delivery lines and any associated fittings. Said repairs shall be performed immediately and are included in the contract price. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of the 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 Osceola County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

At District's request and after prior approval by the District Manager, Contractor shall top dress all currently landscaped areas as shown on the plans/maintenance map (landscaped beds, tree rings, parks, etc.) with Grade "A" Medium Pine Bark Mulch. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction. Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" and beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to the District.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch (Pine Bark) is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

SEASONAL COLOR/PERENNIAL MAINTENANCE AND INSTALLATION

A. Seasonal Color Bed Preparation

Contractor shall be totally responsible for the soil make up within each flower bed. Amendments such as, but not limited to Peat Moss, sand, organic matter, fertilizers, and fungicides may be used to create a quality growing medium in order for the annuals to flourish. Beds shall be tilled to a depth of eight (8) to 14 inches with all amendments thoroughly incorporated into the soil mix.

Contractor shall be responsible for all bed preparation and soil amendments necessary to provide a grade A quality seasonal color display. Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. District and/or District Manager shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified on the report.

Bed areas shall be formed to create a moderate crown. Contractor shall remove rocks and debris and shall trench all sides of beds that face curb or turf at a depth of three (3) inches before final mulching.

Annuals shall be hand watered at the time of installation.

B. Seasonal Color Installation

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all existing annual bed areas based on the existing beds on the property at the time of bid submittal and on the plant spacing as specified. Contractor shall be responsible for planting the specified size and quantity of plant material using designs pre-approved by the District and/or District Manager.

C. Seasonal Color Replacement

Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease or fails to maintain a healthy, vigorous appearance in the opinion of the District and/or District Manager. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

D. Mulching

Bed areas shall have one-fourth (1/4) inch of finely ground mulch at all times, not allowing bare soil areas to be visible.

E. Deadheading and Pruning

Deadheading: Declining flowers and foliage should be removed weekly.

Pruning: Plants shall be pruned to avoid plants becoming leggy or unsightly; also to maintain a consistent uniform mass.

F. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy plants. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks.

G. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problem, including mole crickets, chinchbugs, and grubs. Contractor shall be responsible for the control of fire ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been killed. Contractor shall be responsible for removing any excess pesticide applications from paved surfaces, curbs, and sidewalks within four (4) hours after application has occurred.

H. Watering

Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the Owner and District Manager in writing and will be responsible for replacement of these items.

Contractor shall not be responsible for the manual watering of any plant material unless plant material is under warranty. When new seasonal color is installed, Contractor shall be responsible for supplemental watering only until plants become established. (*Line Item: Watering*)

I. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained weed free. Contractor shall be responsible for removing any chemicals used to control weeds from paved surfaces, curbs, and sidewalks.

J. Perennial Maintenance

Perennials such as but not limited to Rose, Allamanda, Daylilies, Rudbeckia, Sedum, Iris, Daffodils, Lantana, etc. shall be pruned removing all spent blooms, flower stalks, and dormant and declining foliage. The timing of this pruning may be seasonal, Owner and/or District Manager request, or for the aesthetic improvement of the landscape. Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included.

This item will not be included in the contract amount. Contractor shall provide a price per 4" annual to be installed up to four (4) times per year and shall submit with bid. This work shall be invoiced separately in the month following service delivery.

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

ADDITIONAL SERVICES

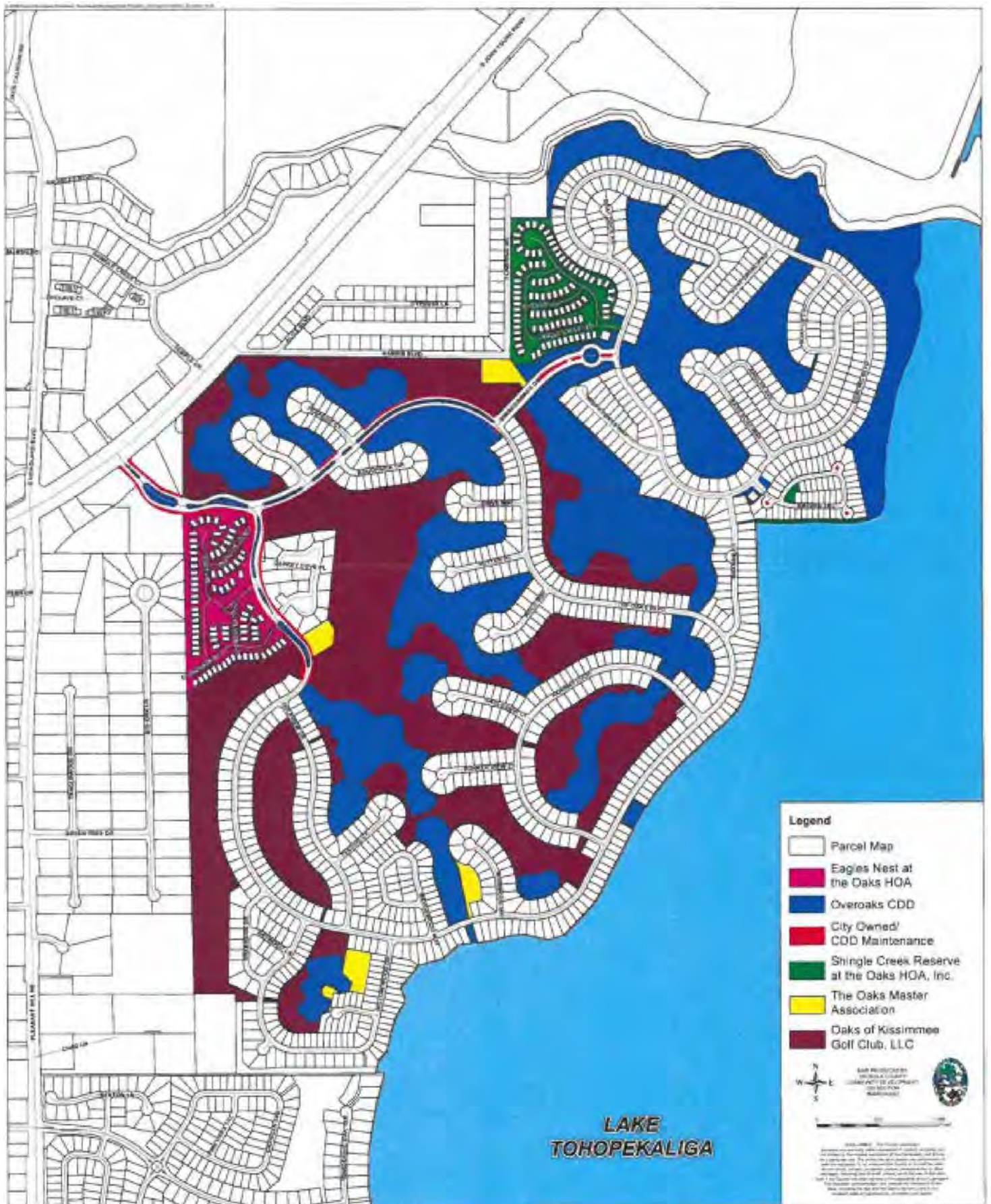
Please provide any additional landscape and irrigation maintenance services offered.

Examples include:

- Emergency Clean Up
- Storm Cleanup
- Irrigation Services outside of contract
- Freeze Protection
- After Hours Emergency Irrigation Services

[END OF SECTION]

Overoaks CDD





Your Investment

Overoaks Community Development District

Official Proposal Form for Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: United Land Services

In accordance with the solicitation of proposals issued by the Overoaks Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

1. Turf Maintenance	\$ <u>120,404</u>
2. Shrub And Groundcover Maintenance	\$ <u>30,101</u>
3. Tree Maintenance	\$ <u>Included</u>
4. General Site Maintenance: Trash And Debris Disposal	\$ <u>Included</u>
5. Irrigation System	\$ <u>6,742</u>

Total Yearly Cost for the first year of the above items	\$ <u>157,247</u>
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6. Annuals Maintenance/Installation	\$ <u> </u>
7. Mulching for Tree and Shrub/Groundcover Bed Areas	\$ <u>10,309</u>

Estimate of total cubic yards proposed to service the property: 158

Cost of Mulch Per Cubic Yard \$ 65

Irrigation Hourly Rate for items not included in the Scope of Services: \$ 65

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Chris Marquess

Title of Authorized Signatory of Proposer: Client Relations and Business Development

Signature of Authorized Signatory of Proposer: Chris Marquess

Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this “**Agreement**”) is entered into as of _____, 2025 between the **Overoaks Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and _____, a _____, registered to do business in the State of Florida (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Services attached hereto as **Exhibit A** (the “**Work**”) in the locations shown in the maintenance map attached hereto as **Exhibit C**.
 - b. Contractor’s Official Proposal Form is attached hereto as **Exhibit B**.

- c. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

4. Additional Work. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. 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.

5. Emergency Services. In the event of an emergency or disaster, Contractor shall provide the District the following services:

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

6. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper

warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.

- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
- j. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.

8. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. **Termination.**

- a. Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
- b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
- c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. District Representatives and Inspections.

- a. The District hereby designates the District Manager, Field Manager, and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

11. Compensation

- a. As compensation for the Work (including any additional work described in **Exhibit A** authorized by the District) performed each month the District agrees to pay Contractor the following amounts:
 - i. For Parts 1 and 4 of the Work, which are performed on a monthly basis: \$_____.
 - ii. For Parts 2 and 3 of the Work, a not to exceed annual price for each Part as described in Contractor's Official Proposal Form attached hereto as **Exhibit B**.
 - iii. If the District elects to award the Contractor the work described in Parts 5 [Mulch] and Part 6 [Seasonal Color] of the Work, and only after receipt of written authorization by the District to proceed, the not to exceed annual price for each Part as described in Contractor's Official Proposal Form attached hereto as **Exhibit B**.
 - iv. For any irrigation services not included in the Work, and only after receipt of written authorization by the District to proceed, a not to exceed price of \$____ per hour.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:
 - i. the District's name
 - ii. the Contractor's name
 - iii. the invoice date,
 - iv. an invoice number
 - v. a reference to a proposal number if applicable,
 - vi. the location (including the community if applicable),
 - vii. descriptive enough to allow reader to understand services performed
 - viii. an itemized listing of all costs billed on the invoice with a description of each service,
 - ix. the time frame within which the services were provided, and
 - x. the address or bank information to which payment is to be remitted.
- c. In the event services are not needed (dry times and mowing not needed on the frequency

designated in the Scope of Services), inclement weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.

- d. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- g. 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.

12. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or

satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation

or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. **Commercial General Liability:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. **Automobile Liability:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. **Umbrella Liability:** With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the

payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

16. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

17. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

18. No 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.

19. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or

repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

20. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

22. Anti- Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

23. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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 AT (407) 566-1935, OR BY EMAIL AT MICHAEL.PEREZ@INFRAMARK.COM, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FL 34747

- 24. Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- 25. Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
- 26. Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 27. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- 28. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
- 29. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- 30. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 31. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- 32. Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

a. If to Contractor: NAME

ADDRESS

ADDRESS

- b. If to District: Overoaks Community Development District
c/o Inframark
313 Campus Street, Celebration, FL 34747

33. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

34. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

COMPANY NAME

**Overoaks
Community Development District**

Name: _____
Title: _____

Name: _____
Title: Chair/Vice Chair, Board of Supervisors

Exhibit A: Scope of Services

Exhibit B: Contractor's Bid Form

Exhibit C: Maintenance Map

Weekly Landscaping Maintenance Report for the Overoaks Community Development District

Date of maintenance visit: _____ Supervisor: _____

Listing of problems and locations (include color pictures and addresses or intersections):

1. Insect and plants: _____

2. Disease and plants: _____

3. Nutrient problems and plants: _____

4. Dry plants: _____

5. Wet plants: _____

6. Dead plants removed: _____

7. Tree service work needed: _____

8. Irrigation damage and repairs: _____

Extra work performed:

1. Number of workers: _____
2. Their title(s): _____
3. Hours per worker: _____
4. Description of work performed: _____

List of any items the District needs to know of or any extra work that is recommended to be performed outside of the scope of the Agreement (include estimate of time to perform the work). _____

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

*[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]
Overoaks Community Development District*

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

Name of Proposer: United Land Services

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the “Scrutinized Companies that Boycott Israel List” nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida’s E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

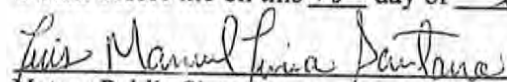
11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Overoaks Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.


 Signature of Authorized Signatory of Proposer

Sworn before me on this 18th day of September, 2025


 Notary Public Signature



LUIS MANUEL LIMA SANTANA
 Notary Public
 State of Florida
 Comm# HH578429
 Expires 8/1/2028

 Notary Stamp

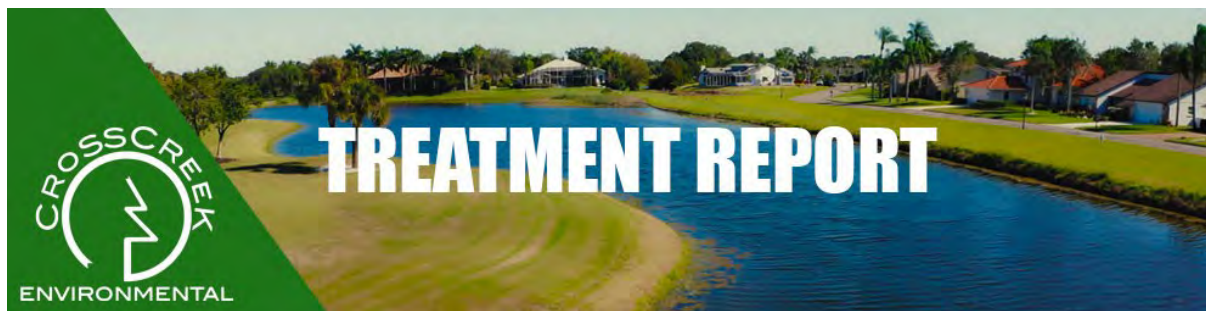
Providing exceptional landscape services to partners across the state of Florida.

				
	 <p>Chris Marquess Client Relations and Business Development</p> <p>Phone: 407-515-5262 Email: cmarquess@unitedlandservices.com</p>			
				
				

United We Grow!



*Uniting partners through exceptional
landscape services*

**Customer**

Overoaks CDD

Date:

10/30/2025

Time:

11:57:19 AM

Technician:

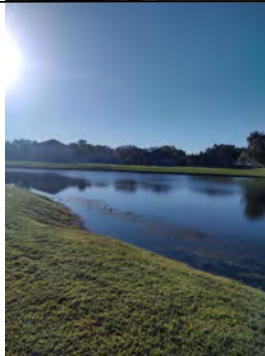
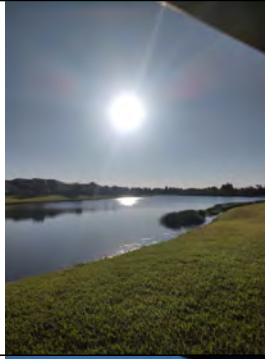
Tyler Knight

Lake	Algae	Submerged Weeds	Grasses	Floating Weeds	Bacteria	Blue Dye	Trash Pickup	Inspection	Water Level	Erosion
2	X	X	X	X			X		Normal	
5			X				X		Normal	
6			X				X		Normal	
7			X				X		High	
8			X				X		Normal	
9			X				X		High	
10			X				X		Normal	
11	X	X	X	X			X		Normal	
12			X				X		Low	

Additional Comments

Treated above listed sites for various stages of terrestrial and emergent grasses in addition to treating sites 2 and 11 for various types and stages of submerged weed, algae, and floating weed growth.

Project Photos





**Additional Services:**

Shoreline Restoration
 Erosion Control
 Lake Maintenance
 Invasive Removal
 Florida Native Plantings
 Wetland Management

Email

Michael.perez@inframark.com

Office Email

admin@crosscreekenv.com; matt@crosscreekenv.com; fernando@crosscreekenv.com;
 gail@crosscreekenv.com; carleigh@crosscreekenv.com; kyla@crosscreekenv.com;
 scottc@crosscreekenv.com; lloyd@crosscreekenv.com

**Customer**

Overoaks CDD

Date:

11/05/2025

Time:

01:17:20 PM

Technician:

Tyler Knight

Lake	Algae	Submerged Weeds	Grasses	Flloating Weeds	Bacteria	Blue Dye	Trash Pickup	Inspection	Water Level	Erosion
1			X				X		Low	
1A			X				X		Low	
2			X				X		Normal	
3			X				X		Normal	
4			X				X		Low	
5			X				X		Normal	
8			X				X		Low	

Additional Comments

Treated above listed sites for terrestrial and emergent grasses in addition to debris pickup that totaled over two trash bags worth, the will be a boat visit prior to the end of the month to address the emerging hydrilla on site 1.

Project Photos





Additional Services:

Shoreline Restoration
 Erosion Control
 Lake Maintenance
 Invasive Removal
 Florida Native Plantings
 Wetland Management

Email

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Office Email

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gail@crosscreekenv.com; carleigh@crosscreekenv.com; kyla@crosscreekenv.com;
scottc@crosscreekenv.com; lloyd@crosscreekenv.com

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Overoaks CDD November Field Inspection

Monday, November 10, 2025

13 Items Identified

13 Items Incomplete

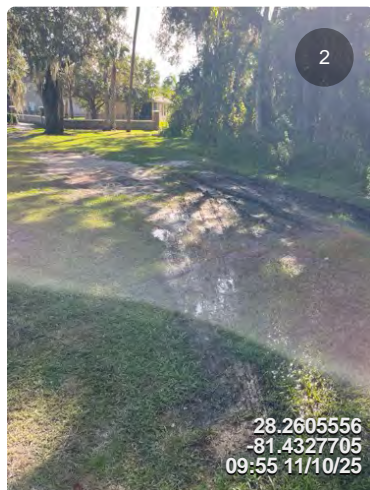
Kyle Goldberg

Inframark

Item 1 - Construction Update

Assigned To: Board Update

Construction materials and sod damage are still present by the front entrance.



Item 2 - Washout

Assigned To: Board Update

There appears to be a washout by the boat lift.



Item 3 - Bush Installation

Assigned To: Cepra

Cepra to provide a proposal to install bushes at the nature trail entrance.



Item 4 - Bush Installation

Assigned To: [Cepra](#)

Cepra to install bushes to replace some that have died.

Location: 1500 Nature Trail



Item 5 - Dumping

Assigned To: [Inframark](#)

Someone has dumped a basketball hoop in the conservation area. Location: 1530 Nature Trail

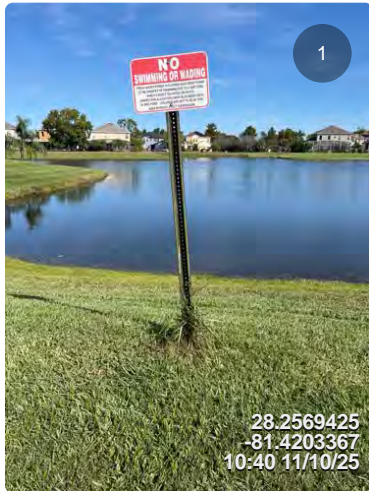
Item 6 - Edging

Assigned To: Cebra

Grass needs to be removed from the base of the sign. This was removed day of inspection.

Location: Oaks National Golf Club

1909-1953 Fairway Loop



Item 7 - Bush Hogging

Assigned To: Cebra

This area behind Eagle View ct needs to be mowed. There are debris from tree trimming preventing landscapers from mowing.





Item 8 - Plant Installation

Assigned To: [Cepra](#)

Cepra to provide a proposal to install new plants in this median.



Item 9 - Edging

Assigned To: [Cepra](#)

Storm drains need to be properly edged to ensure proper water flow.



Item 10 - Drainage Proposal

Assigned To: [Cepra](#)

Cepra to provide a proposal to install drains in this area.



Item 11 - Playground Restoration

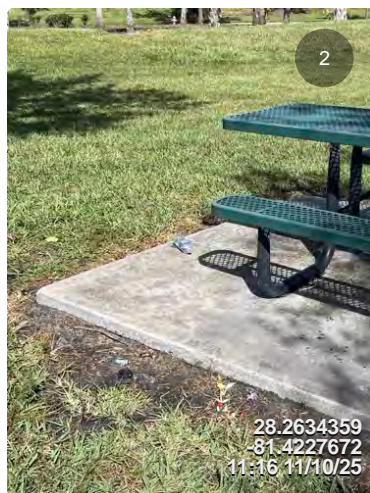
Assigned To: [Inframark](#)

A proposal will be provided to restore this playground piece.

Item 12 - Trash

Assigned To: [Cepra](#)

Trash should be picked up during routine maintenance.



Item 13 - Cinch Bugs

Assigned To: [Board Update](#)

It appears the cinch bugs have been treated in this area.

**Proposal**

PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

ADDRESS
Overoaks CDD 1500 The Oaks Boulevard Kissimmee, FL 34746

PROPOSAL #	DATE
52425 (v. 0)	11/11/2025

DESCRIPTION	
Nature Way Entrance Overoaks CDD Proposal to install new plants in center islands of Nature Way.	\$1,618.00

				\$1,048.00
Description	Type	Qty	Unit \$	Total \$
General Enhancement Labor	HR	6.00	\$70.00	\$420.00
Red Mulch - 3cf Bag Installed	BAG	10.00	\$12.00	\$120.00
Liriope 'Emerald Goddess' - 1 gal.	EA	36.00	\$8.50	\$306.00
Viburnum 'Suspensum' - 7 gal.	EA	4.00	\$50.50	\$202.00
Total				\$1,618.00

Terms and Conditions

1. **Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
2. **Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
3. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
4. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.
6. **Compensation.** In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.
7. **Termination.** This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination
8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.
9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
10. **Warranty.** All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.
11. **Complete Agreement.** This Agreement and attached Proposal represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.

Customer Printed Name

Customer Signature

Date

Job ID: 52425



Proposal

PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

ADDRESS
Overoaks CDD 1500 The Oaks Boulevard Kissimmee, FL 34746

PROPOSAL #	DATE
52339 (v. 0)	11/07/2025

DESCRIPTION	
<p>Playground Drainage Proposal Overoaks CDD</p> <p>Proposal to install J Drains backfilled with sand. We will be installing approximately 400' of J Drains around the back of the playground and over by the trash can/sidewalk. Connected off the back of the J Drain will be a 6" round pipe taking the excess water to the pond.</p>	\$11,500.00

				\$11,500.00
Description	Type	Qty	Unit \$	Total \$
12" J-Drain Strip Drain	EA	400.00	\$8.00	\$3,200.00
6" ADS Pipe Solid	EA	50.00	\$6.00	\$300.00
D.O.T. Sand (Material Only)	YD	20.00	\$80.00	\$1,600.00
Delivery Fee	EA	1.00	\$300.00	\$300.00
Equipment Rental - Small Skid Steer (Dingo)	EA	1.00	\$500.00	\$500.00
Misc. Drainage Parts - (Drainage Boxes and Fittings)	LS	1.00	\$500.00	\$500.00
General Enhancement Labor	HR	60.00	\$70.00	\$4,200.00
Dump Fees - General Debris	EA	1.00	\$250.00	\$250.00
Equipment Rental - Mini Excavator 6k	EA	1.00	\$650.00	\$650.00

Total **\$11,500.00**

Terms and Conditions

1. **Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
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Customer Printed Name

Customer Signature

Date

Job ID: 52339



J-DRAIN 12-INCH

ADS PIPE
6-INCH ROUND

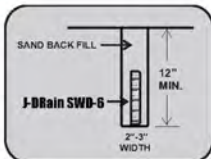
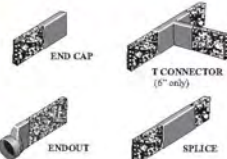


J·DRAIN SWD

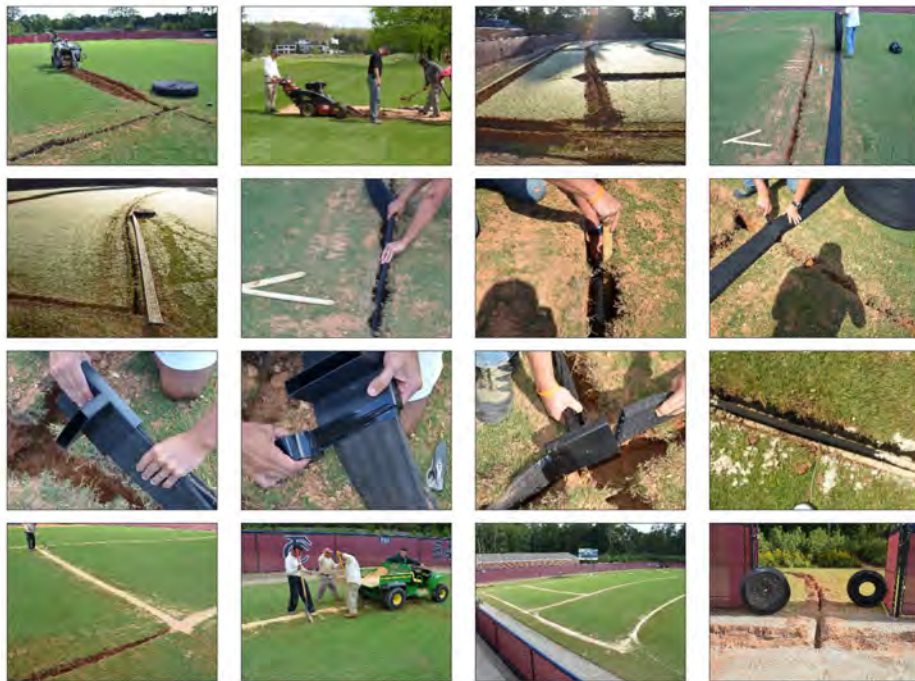
Site Water Drainage

APPLICATIONS

ATHLETIC FIELDS
GOLF COURSES
LANDSCAPE



J-Drain SWD is a 3-dimensional, high-flow, drainage core which is wrapped with a non-woven filter fabric. It is designed to retain soil particles while allowing water to pass through the drain core for easy removal of water. **J-Drain SWD-6** is placed vertically in narrow trenches and sloped to sidelines. Narrow trenches are less intrusive to playing field.

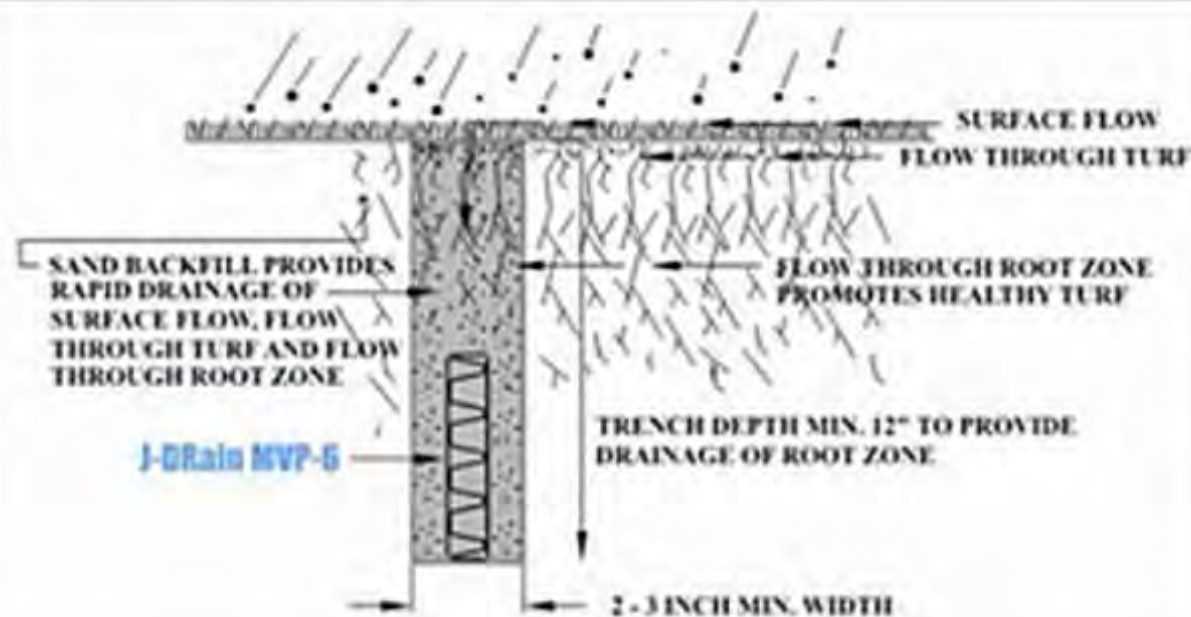


info@j-drain.com

www.j-drain.com

JDR Enterprises, Inc.

292 S. Main St., Suite 200 Alpharetta, GA 30009
(800) 843-7569 (770) 442-1461





P.O. Box 560218
Orlando, Florida 32856
(407) 960-4893
AdvanceTreePros.com
CustomerCare@AdvanceTreePros.com

Page 353
Proposal #26351
Created: 09/10/2025
From: Chris Rauscher

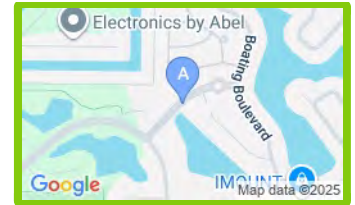
Proposal For

Overoaks CDD

1500 The Oaks Blvd
c/o Inframark
313 Campus St
Celebration, FL 34747

Location

Cypress Oaks Dr
Kissimmee, FL 34746



Customer Contact
inframark@avidbill.com

Additional removals

Terms

Due on receipt

ITEM DESCRIPTION	QUANTITY	AMOUNT
A) Tree removal / Stump grind Pines Removal of all debris, stump grind to 4"-6" depth; spread and level chips in the general area.	7	\$ 2,275.00
B) Tree removal / Stump grind Pines Removal of all debris, stump grind to 4"-6" depth; spread and level chips in the general area.	4	\$ 1,400.00

Client Notes

Howard, several more Pines have died in the time leading up to to our service date. The crew removed some dead ones in an area that only had 2 originally and had removed 6. I spoke to Mike and Kyle about it earlier last week. Please reach out with any questions you may have.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

TOTAL \$ 3,675.00

Signature

x

Date:

Please sign here to accept the terms and conditions

We appreciate your consideration to perform your tree service!



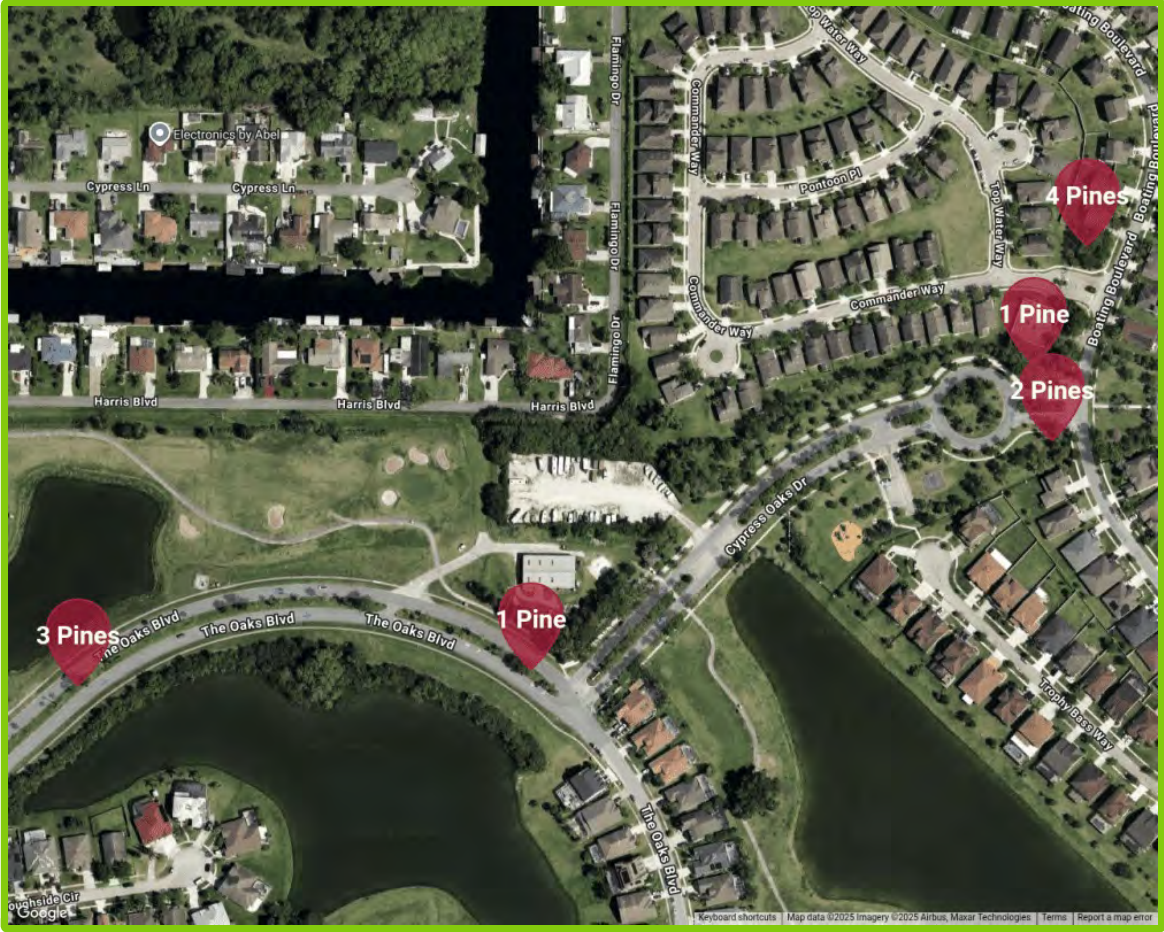
P.O. Box 560218
Orlando, Florida 32856
(407) 960-4893
AdvanceTreePros.com
CustomerCare@AdvanceTreePros.com

Contacts

Howard
howard.neal@inframark.com

Sales Keps

Chris Rauscher
Office: (407) 960-4893
Mobile: (407) 202-5742
chris@advancetreepros.com

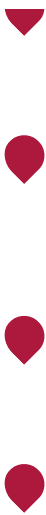


ID	DESCRIPTION	COLOR
2	Pines	



P.O. Box 560218
Orlando, Florida 32856
(407) 960-4893
AdvanceTreePros.com
CustomerCare@AdvanceTreePros.com

- 1 Pine
- 4 Pines
- 1 Pine
- 3 Pines



TERMS OF AGREEMENT

Property & Structural Damage – Advance Tree Pros has their own repair service for any damage caused by the company. We will not use outside contractors to do the repair due to previous price gouging and unfair business tactics. If Advance Tree Pros cannot repair the damage, we have the right to select a third-party contractor for the repair. We are insured, but because of rate increases, we have the right to repair it at our cost. If property damage occurs Advance Tree Pros will make every effort to return the damaged item to the condition that it was prior to the incident. Due to weathering, fading, age, and general wear and tear Advance Tree Pros cannot guarantee that the replaced item will match exactly to the damaged item.

Concrete Driveways – Advance Tree Pros will not be responsible for any damage as far as cracks on driveways. Most driveways are already cracked from other reasons. We will try and be as careful as possible.

Sodding – Advance Tree Pros will not be responsible for ruts or potholes due to use of heavy equipment on lawns when it is necessary to pick up wood or gain access to a job. It is the homeowner's responsibility to repair any sod damage.

Irrigation – Advance Tree Pros will not be responsible for any irrigation lines, sprinkler heads or anything else buried underground that is not marked. Heavy equipment is sometimes required on the property and it is the responsibility of the customer for possible repairs.

Electrical Lines (various) – If lines are not marked, Advance Tree Pros will not be responsible for any damage such as cut or crushed lines. Please have all lines (gas line, water, telephone, cable, fiber optics buried) marked prior to date of job. It is the client's responsibility to get all lines marked. You can call Sunshine 811 at 1-800-432-4770 and they will locate most lines.

Miscellaneous Items – Advance Tree Pros will not be responsible for any items or plants left in working area on day of job. Please have everything moved / relocated before work is started.

Stumps & Payment – Advance Tree Pros will not grind stumps until payment is made, unless prearranged by salesman. All payments are due upon completion of the job other than stumps. Any payment not paid within three days after job is completed will be assessed interest and late charges. All credit card payments will incur an additional 3% service fee that is imposed by our credit card merchant.

Septic & Drain Field – Advance Tree Pros will not be responsible for any unmarked septic tanks or drain fields during time of work. Please have all areas marked prior to scheduled date of work.

Oil Dropping – Advance Tree Pros will not be responsible for any oil stains on driveways or sidewalks. We have new equipment, but sometimes there may be drops of oil while working on job sites. We do our best to avoid any and all droppings of oil.

Heavy Equipment – Advance Tree Pros will not be responsible for any damaged and/or cracked concrete areas or for any ruts / lawn damage due to use of heavy equipment defined as; cranes, bobcats, large trucks and /or chippers.

Mulch Delivery - Client must pre-pay for mulch delivery no later than 48 hours prior to scheduled date. If payment is not received, Advance Tree Pros will not deliver mulch. Each load includes 115 yards of single grinded mulch.

Cancellation of Jobs – All cancelled jobs must be cancelled with certified letter three days prior to scheduled date. Please send it to the following address: *P.O. Box 560218, Orlando, Florida 32856*. Any job that cancels without a certified letter will be charged a \$100.00 Cancellation Fee. If at any time an invoice or account, in whole or in part is not paid by the terms and conditions set forth, a service charge of 1.5% per month (annual rate 18%) will be applied to the outstanding principal amount on the invoice. Failure to make payment within terms set forth will subject the account or customer to credit and/or service restrictions. If invoice or account is not paid in full, or satisfactory, and legal recourse is required, customer agrees to pay all cost and expenses of collection, including actual attorney fees, and shall also pay cost, expenses, and attorney fees (shall also pay cost, expenses and attorney fees incurred on appeal). Customer further agrees that, if the amount outstanding is under \$5,000.00 the attorney fees will be at 30% of the outstanding balance. If the outstanding balance exceeds \$5,000.00 the fee will be determined on an "actual fee basis". Customer hereby waives all rights and privileges and rights which they may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and further agrees that any legal action brought on this invoice may be brought in the appropriate court in Orange County, Florida. Customer agrees to send Advance Tree Pros written notice of any changes to addresses, phone numbers or changes to form of ownership of the customer's residence or business within five days of such charges.

The signature of this agreement guarantees payment individually of all present and future indebtedness incurred in relation to this agreement. Signer agrees to be personally responsible for payment and agrees total of the before mentioned terms and conditions. This guarantee is absolute and continuing, and shall remain in full force and effect – and the obligation of the individual guarantor shall continue to benefit the creditor, its successors, heirs and assigns – until written further notice of termination is received by creditor at its then current address, and shall terminate only as to any individual guarantor giving notice, and only as to any indebtedness incurred after the date such written notice is received.



P.O. Box 560218
Orlando, Florida 32856
(407) 960-4893
AdvanceTreePros.com
CustomerCare@AdvanceTreePros.com

Proposal For

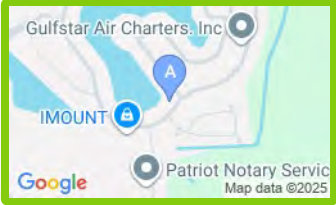
Overoaks CDD

1500 The Oaks Blvd
c/o Inframark
313 Campus St
Celebration, FL 34747

Location

2997 Boating Boulevard
Kissimmee, FL 34746

Customer Contact
inframark@avidbill.com



2997 Boating Boulevard 34746

Terms
Due on receipt

ITEM DESCRIPTION	QUANTITY	AMOUNT
A) Palm removal / Stump grind Sylvester (dead) Removal of all debris, stump grind to 4"-6" depth; spread and level chips in the general area.	1	\$ 750.00

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

TOTAL	\$ 750.00
-------	-----------

Signature

x _____ Date: _____

Please sign here to accept the terms and conditions

Contacts

Howard
howard.neal@inframark.com

Kyle Goldberg
kyle.goldberg@inframark.com

Sales Reps

Chris Rauscher
Office: (407) 960-4893
Mobile: (407) 202-5742
chris@advancetreepros.com

Photos



P.O. Box 560218
Orlando, Florida 32856
(407) 960-4893
AdvanceTreePros.com
CustomerCare@AdvanceTreePros.com

Page 358
Proposal #26356
Created: 09/11/2025
From: Chris Rauscher

A) Palm removal / Stump grind



We appreciate your consideration to perform your tree service!



P.O. Box 560218
Orlando, Florida 32856
(407) 960-4893
AdvanceTreePros.com
CustomerCare@AdvanceTreePros.com



ID	DESCRIPTION	COLOR
Sylvester		

TERMS OF AGREEMENT

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Heavy Equipment – Advance Tree Pros will not be responsible for any damaged and/or cracked concrete areas or for any ruts / lawn damage due to use of heavy equipment defined as; cranes, bobcats, large trucks and /or chippers.

Mulch Delivery - Client must pre-pay for mulch delivery no later than 48 hours prior to scheduled date. If payment is not received, Advance Tree Pros will not deliver mulch. Each load includes 115 yards of single grinded mulch.

Cancellation of Jobs – All cancelled jobs must be cancelled with certified letter three days prior to scheduled date. Please send it to the following address: *P.O. Box 560218, Orlando, Florida 32856*. Any job that cancels without a certified letter will be charged a \$100.00 Cancellation Fee. If at any time an invoice or account, in whole or in part is not paid by the terms and conditions set forth, a service charge of 1.5% per month (annual rate 18%) will be applied to the outstanding principal amount on the invoice. Failure to make payment within terms set forth will subject the account or customer to credit and/or service restrictions. If invoice or account is not paid in full, or satisfactory, and legal recourse is required, customer agrees to pay all cost and expenses of collection, including actual attorney fees, and shall also pay cost, expenses, and attorney fees (shall also pay cost, expenses and attorney fees incurred on appeal). Customer further agrees that, if the amount outstanding is under \$5,000.00 the attorney fees will be at 30% of the outstanding balance. If the outstanding balance exceeds \$5,000.00 the fee will be determined on an "actual fee basis". Customer hereby waives all rights and privileges and rights which they may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and further agrees that any legal action brought on this invoice may be brought in the appropriate court in Orange County, Florida. Customer agrees to send Advance Tree Pros written notice of any changes to addresses, phone numbers or changes to form of ownership of the customer's residence or business within five days of such charges.

The signature of this agreement guarantees payment individually of all present and future indebtedness incurred in relation to this agreement. Signer agrees to be personally responsible for payment and agrees total of the before mentioned terms and conditions. This guarantee is absolute and continuing, and shall remain in full force and effect – and the obligation of the individual guarantor shall continue to benefit the creditor, its successors, heirs and assigns – until written further notice of termination is received by creditor at its then current address, and shall terminate only as to any individual guarantor giving notice, and only as to any indebtedness incurred after the date such written notice is received.

Overoaks CDD - Project Board

Next Scheduled Management Inspection walk:

Project	District Management Updates	Agenda Item	Approved Date:	Proposal Number	Proposal Amount:
Informal RFP for Landscaping	<p>10.31.2025 DM followed up with board members about which vendors they wish to come back.</p> <p>10.21.2025 Board to inform DM outside of the meeting which vendors they would like to have come present.</p> <p>09.22.2025 DM has received 6 proposals that will be presented at the October Meeting.</p> <p>09.04.2025 Pushed RFP to the October meeting.</p> <p>Vendors to get in all proposals by 9/19/2025.</p> <p>08.22.2025 The scope of work will be available to vendors 8/29 and all proposals due 9/4 for the September 9th meeting.</p> <p>08.05.2025 Scope of work is completed and will be presented at the next meeting for approval prior to sending it out to vendors to bid.</p> <p>07.14.2025 DM and Kyle are working on creation of the scope of work to present to the board in August for approval which will be sent out to landscapers for the informal RFP.</p>	Yes	July 2025 Board meeting		
Conservation Cleanup - Aquatic Weed Management	<p>Completed</p> <p>10.8.2025 DM and Counsel have discussed letters to be sent out and will be discussed with the board in the October meeting.</p> <p>09.17.2025 DM has given addresses to counsel for legal letters informing residents to stop cutting back the area in the conservation.</p> <p>09.03.2025 Vendor has stopped as there are personal items in the conservation area from a homeowner. DM to handle this and inform AWM when it is good to start back up.</p> <p>08.28.2025 AWM stated they will miss their completion expectation by a couple of days but it will get completed by next week.</p> <p>08.27.2025 DM reached out to vendor for an update.</p> <p>08.25.2025 Bill with AWM stated they started the work this morning and will finish up this week.</p> <p>08.08.2025 Bill from AWM is out of office but stated he believes the district is the next project. It will be completed by the end of August.</p> <p>08.07.2025 DM reached out to Bill to see how the work was coming along. Awaiting response</p> <p>07.29.2025 DM has spoken with Bill Snively at AWM and they stated this will be completed in August.</p> <p>07.16.2025 DC has supplied the contract to be executed. DM has sent this off to the vendor to</p>	Yes	July 2025 Board meeting		

Boat Lift	<p>10.29.2025 Vendor did not show up and meet with Cyndi. Other vendors have been scheduled as well for next week.</p> <p>10.22.2025 DM to reach out to original boat repair vendor from previous repairs.</p> <p>10.16.2025 DM has reached out to Gibson-Marine Boat lift repairs for repairs.</p> <p>10.01.2025 DM has reached out to Central FL Boat Lift and left a message.</p> <p>09.25.2025 2nd vendor came out and stated they cannot work on this as it is not the boat lift but the Trolley. DM to continue the hunt.</p> <p>09.09.2025 DM Spoke with FL Docks again, to call me back today.</p> <p>09.05.2025 DM spoke with FL Docks and Boatlifts. Setting up a date to visit and inspect the boat lift.</p> <p>08.29.2025 No word back from Doug. DM reached out to other vendors for assistance.</p> <p>08.27.2025 DM followed up with Doug the vendor to see if a proposal is ready for repairs or replacement.</p> <p>08.18.2025 Vendor met with Cynthia onsite.</p> <p>08.13.2025 Followed up with Doug, he hadn't scheduled anything with Bill yet. He is going to check his calendar and let me know tomorrow.</p> <p>08.08.2025 Spoke with Bill and Doug. Setting a meeting date for the 2 to meet at the boat lift.</p> <p>08.04.2025 After DM has reached out to multiple</p>	Yes			
TOHO - Roadwork	<p>10.01.2025 TOHO has been reached out to and has ensured all damage will be repaired upon completion of work.</p> <p>09.25.2025 It appears that more work has been started by TOHO. District Manager and District Counsel will work on putting TOHO on notice for the damage and that they will repair it upon completion of work.</p>	Yes			
Survey Pond Banks	<p>10.19.2025 DE has updates that he will discuss with the board but unfortunately will not be able to attend October's Meeting as he a trial he is to attend.</p> <p>09.22.2025 Mr. Hamstra has informed DM that this work has started and his vendor has started surveying the pond banks</p>	Yes	September 2025 Board Meeting		\$42,500
TOHO - Paving repair	<p>10.22.2025 Previous paving repair Iron Wood Way and Fairway is not adequate.</p>				
Egis Inspection	<p>Upon completion of playground, schedule an insurance walk.</p>				



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

October 14, 2025

Overoaks Community Development District
Inframark LLC
11555 Heron Bay Blvd, Suite 201
Coral Springs, FL 33076

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL ("we") audit Overoaks Community Development District's, (the "District"), governmental activities and each major fund as of and for the year ending September 30, 2025, which collectively comprise the District's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2025, and thereafter if mutually agreed upon by Overoaks Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS and GAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and GAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;

Fort Pierce / Stuart

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October 14, 2025
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2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit;
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;

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2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

The Board is responsible for informing us of its views about the risks of fraud, waste or abuse within the District, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the District.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and

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- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
2. Auditor General Management Letter, if applicable; and
3. Report on Compliance with Section 218.415, Florida Statutes, if applicable.

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Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the District's financial statements in accordance with accounting principles generally accepted in the United States of America, based on information provided by the District. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;
2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;

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3. The District will evaluate the adequacy and results of the services performed; and
4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report has been provided to you, for your information.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2025 will not exceed \$5,500 unless the scope of the engagement is changed, the assistance which the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from District personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. All other provisions of this letter will survive any fee adjustment.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.

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Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

Because we will rely on the District and its management and Board of Supervisors to discharge the foregoing responsibilities, the District agrees to indemnify, hold harmless and release Berger, Toombs, Elam, Gaines & Frank, its partners, directors, and employees from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the District's management.

The District and Berger, Toombs, Elam, Gaines & Frank agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Berger, Toombs, Elam, Gaines & Frank or the date of this engagement letter if no report has been issued. To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the District to Berger, Toombs, Elam, Gaines & Frank under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the District of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

Confidentiality

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of the District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

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Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, upon request, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be destroyed in accordance with our record retention policies.

Termination

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the District shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our services are delayed more than 120 days; however, the District is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

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October 14, 2025
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Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The District shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The District shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.



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Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.

Sincerely,

BERGER, TOOMBS, ELAM, GAINES & FRANK
CERTIFIED PUBLIC ACCOUNTANTS PL

Melissa Marlin, CPA

Confirmed on behalf of the addressee:

Sign: _____

Title: _____

Date: _____

6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND OVEROAKS COMMUNITY
DEVELOPMENT DISTRICT
(DATED OCTOBER 14, 2025)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

INFRAMARK

11555 HERON BAY BLVD, SUITE 201

CORAL SPRINGS, FL 33076

TELEPHONE: 954-603-0033

EMAIL: _____

E-VERIFY REQUIREMENTS. Auditor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Auditor 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 Auditor has knowingly violated Section 448.091, Florida Statutes.

If the Auditor anticipates entering into agreements with a subcontractor for the Work, Auditor 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. Auditor 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 Auditor has otherwise complied with its obligations hereunder, the District shall promptly notify the Auditor. The Auditor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Auditor 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 Auditor represents that no public employer has terminated a contract with the Auditor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Auditor: Melissa Marlin

District: Overoaks CDD

By: M. Marlin

By: _____

Title: Director

Title: _____

Date: October 14, 2025

Date: _____

MINUTES OF REGULAR MEETING OVEROAKS COMMUNITY DEVELOPMENT DISTRICT

A regular meeting of the Board of Supervisors of the Overoaks Community Development District was held Thursday, October 21, 2025, at 6:00 p.m. at The Celebration Office, 313 Campus St, Celebration, Florida 34747.

Present and constituting a quorum were the following:

Cynthia Trautz	Chairperson
Melissa Palomino	Vice Chairperson
Debbie Allen	Assistant Secretary
Erran Muenz	Assistant Secretary
Bill Thies	Assistant Secretary

Also present, either in person or via communication media technology, were the following:

Michael Perez	District Manager, Inframark
Kristen Trucco	District Counsel, Latham Luna
Kyle Goldberg	Field Inspection Coordinator, Inframark
Matthew McCollum	Account Manager, Cepra Landscape
Charles Greene	Lead Ecologist, CrossCreek
Residents and Members of the Public	

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Trautz called the meeting to order at 9:30 a.m. and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Approval of the Agenda

On MOTION by Ms. Palomino, seconded by Mr. Muenz, with all in favor, the agenda for October 21, 2025, was approved. (4-0)

THIRD ORDER OF BUSINESS

Audience Comments

There were no audience comments at this time.

FOURTH ORDER OF BUSINESS

Special Business

Ms. Trautz spoke on the landscaping RFP and suggested to table until November to give all Board members sufficient time to review all the proposals. Board members are to email DM to inform him which vendors to be invited to present at the next meeting.

A. Landscape RFP

- i. Consideration of BrightView Landscape Proposal
- ii. Consideration of Cepra Landscape Proposal
- iii. Consideration of Down To Earth Landscape and Irrigation Proposal

- iv. Consideration of Juniper Landscape Proposal
- v. Consideration of ASI Landscapes Proposal
- vi. Consideration of United Land Services Proposal

On MOTION by Ms. Palomino, seconded by Ms. Allen, with all in favor, to table the landscape RFP to the November meeting, was approved. 5-0

As Juniper was present, the Board had some questions about their proposal and what was covered.

FIFTH ORDER OF BUSINESS

Staff Reports

A. CrossCreek

i. Aquatic Report

Mr. Green spoke to a change in staff which will show improvements going forward. He also spoke on hydrilla being treated. Locations of trash in ponds were brought up and are being addressed.

SIXTH ORDER OF BUSINESS

Business Items

D. Discussion on CrossCreek

Ms. Trautz spoke on the CrossCreek article for The Villages and Mr. Green spoke on the item as well informing the board of the situation.

FIFTH ORDER OF BUSINESS

Staff Reports (continued)

B. Consideration of Aquatic Weed Management Proposal

Discussion of the Aquatic Weed Management Proposal.

On MOTION by Ms. Palomino, seconded by Ms. Allen, with all in favor, to table to the next meeting was approved. (5-0)

Upon researching the item, this was approved work in April 2025 and this is not an estimate but an invoice for completed work to be paid.

C. Field Inspector

i. Review of Property Inspection Report

Ms. Palomino spoke on the tree cutting completed by Advanced Tree Pros. Discussion of the proposals were for lifting the trees only.

Discussion of TOHO doing work through the District and to be repaired after completion. Previous paving repairs are not adequate and they need to come back and repair it.

Matt spoke to landscaping items and will get the board a proposal to resolve standing water concern at the park.

Mr. Goldberg spoke on the report

Mr. Perez to schedule an Egis walk of the District upon completion of the playground.

D. Advance Tree Pros

i. Consideration of Pine Tree Removal Proposal

ii. Consideration of Palm Tree Removal Proposal

Matt will conduct a tree count with Kyle on the next inspection of trees to be removed.

Table item until completed.

E. District Engineer

Not present.

F. District Counsel

Ms. Trucco spoke on updates about demand letter sent to resident and more upon receiving photos of other encroachment areas.

G. District Manager

i. Review of the Project Board

Mr. Perez updated next meeting and now in FY26. Reviewed items previously discussed.

SIXTH ORDER OF BUSINESS

Business Items

A. Consideration of MBS Capital Markets Underwriter Agreement

Ms. Trucco addressed the engagement agreement.

On MOTION by Ms. Palomino, seconded by Mr. Thies, with all in favor,
the MBS Capital Markets Underwriter agreement was approved. (5-0)

B. Consideration of Motion to Assign Funds for Fiscal Year 2025

Mr. Perez discussed this item. Ms. Trautz had questions on where the amounts came from.

Mr. Perez will setup a call with the Chair to help better explain.

On MOTION by Mr. Muenz, seconded by Ms. Allen, with all in favor,
the Motion to Assign Funds for Fiscal Year 2025 was approved. (5-0)

C. Review of Fiscal Year 2025 Goals and Objectives Reports

Mr. Perez explained that goals were met and this will be signed and posted online.

D. Discussion of CrossCreek

Previously addressed.

SEVENTH ORDER OF BUSINESS

Business Administration

A. Consideration of Minutes from the Meeting held September 9, 2025

On MOTION by Mr. Muenz, seconded by Ms. Palomino, with all in favor, the Minutes of the Meeting held September 9, 2025, were approved. (5-0)

EIGHTH ORDER OF BUSINESS

Supervisor Requests

Ms. Trautz request was to review the financials and make sure line items reflect accurately.

NINTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Ms. Allen, seconded by Mr. Muenz, with all in favor, the meeting was adjourned at 7:43 p.m. (5-0)

Secretary/Assistant Secretary

Chairman/Vice Chairperson