

**VILLA SOL
COMMUNITY
DEVELOPMENT DISTRICT**

**NOVEMBER 17, 2020
AGENDA PACKAGE**

VillaSol Community Development District
INFRAMARK, INFRASTRUCTURE MANAGEMENT SERVICES
 210 North University Drive • Suite 702 • Coral Springs, Florida 33071
 Phone: (954) 603-0033 • Fax: (954) 345-1292

November 10, 2020

Board of Supervisors
 VillaSol Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the VillaSol Community Development District is scheduled to be held **Tuesday, November 17, 2020 at 1:00 P.M.** at the VillaSol Clubhouse, 3050 Puerta Del Sol Boulevard, Kissimmee, FL 34744. The following is the advance agenda for the meeting.

- 1. Roll Call**
- 2. Audience Comments on Agenda Items (Limited to a Maximum of 3 Minutes)**
- 3. Organizational Matters**
 - A. Designation of Vacancy for Seats 2 and 3 - Resolution 2021-1**
 - B. Appointment of Supervisors to Fill Vacancies in Seats 2 and 3**
 - C. Oath of Office for Newly Elected Supervisors**
 - D. Election of Officers - Resolution 2021-2**
- 4. District Engineer**
 - A. Discussion and Consideration of Proposals for Road Repairs**
- 5. Attorney's Report**
- 6. District Managers Report**
 - A. Approval of the Minutes of the September 8, 2020 Meeting**
 - B. Financial Statements**
 - C. Check Registers**
 - D. Consideration of Resolution 2021-3 – Amending the FY 2020 Budget**
 - E. Consideration of Motion Assigning Reserves for FY 2020**
- 7. Field Operations**
 - A. Field Management Report**
 - B. Gate Damages Status Report**
 - C. Discussion and Consideration of Proposals for Landscape Services**
 - i. Servello**
 - ii. Yellowstone**
 - iii. Bladerunners**
 - iv. Capital Land**
 - D. Discussion and Consideration of BrightView Proposals**
 - i. Removal of Dead Palm Tree**
 - ii. Removal of Dead Trees**
 - E. Discussion and Consideration of Proposals**
 - i. Repair Visitors Arm Gate**
 - ii. Install a Retaining Wall with Drainage in Pool Pump Area**
- 8. Supervisor Requests & Comments**
- 9. Adjournment**

I look forward to seeing you at the meeting. Please call me if you have any questions.

Sincerely,
 Kristen Suit
 District Manager/ms

Third Order of Business

3A.

RESOLUTION 2021-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLASOL COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES IN CERTAIN SEATS ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the VillaSol Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, on November 3, 2020, two (2) members of the Board of Supervisors (the "Board") were to be elected by the Qualified Electors of the District, as defined in Section 190.003, Florida Statutes; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period, no Qualified Elector qualified to run for the two (2) seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the Board shall declare such unfilled seats' as vacant and appoint Qualified Electors to the vacant seats; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

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

1. The following seats are hereby declared vacant as of November 17, 2020; Seat 2 currently held by Michael Edgecombe and Seat 3 held by Servando Comas, Jr.
2. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 17th day of November 2020.

ATTEST:

**VILLASOL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman

3D.

RESOLUTION 2021-2

A RESOLUTION DESIGNATING OFFICERS OF VILLASOL COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of VillaSol Community Development District at a regular business meeting following the General Election, desires to appoint the below recited persons to the offices specified.

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

1. The following persons were appointed to the offices shown, to wit:

- _____ Chairman
- _____ Vice Chairman
- _____ Secretary
- Alan Baldwin _____ Treasurer
- Stephen Bloom _____ Assistant Treasurer
- Kristen Suit _____ Assistant Secretary
- _____ Assistant Secretary
- _____ Assistant Secretary

PASSED AND ADOPTED THIS, 17th DAY OF NOVEMBER 2020

Chairman

Secretary

Sixth Order of Business

6A.

**MINUTES OF MEETING
VILLASOL COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the VillaSol Community Development District was held Tuesday, September 8, 2020 at 5:00 p.m. via virtual teleconferencing using Zoom.

Present and constituting a quorum were:

Ramon Bermudez	Chairman
Servando Comas	Vice Chairman
Mark Gosdin	Secretary
Michael Edgecombe	Assistant Secretary

Also present were:

Kristen Suit	Inframark - District Manager
Scott Clark	District Counsel
Rey Malavé	District Engineer
Ariel Medina	Inframark – Field Supervisor

This represents the context and summary of the meeting.

FIRST ORDER OF BUSINESS **Roll Call**

Ms. Suit called the meeting to order and outlined the parameters of the meeting.

Ms. Suit called the roll.

SECOND ORDER OF BUSINESS **Audience Comments**

- Ms. Jessica Sepulveda addressed the meeting schedule the gate repairs and damages noting security continues to be an ongoing concern, the amenities noting there is no prior notice when they are closed and inquired if there will be a restriction to the use of the pool to only when there is an attendant onsite, the arbitrage rebate report, and inquired how they can get details on the offering and if it specifies how they funds were to be used. Further she addressed the doggy stations and addressed the statement in the minutes regarding an underground website.
- An unidentified speaker addressed the new tax statement and inquired when the repairs on the street will begin. Further she addressed the non-working gates, and pool hours and cleanliness.

THIRD ORDER OF BUSINESS **Engineer’s Report**

A. Discussion and Review of Camera Inspection

September 8, 2020

B. Inspection Summary Site Visit – Depression Adjacent to 3123 Riachuelo Lane

- Mr. Malavé noted Ms. Suit has emailed a memo Dewberry had prepared regarding a walkthrough with Mr. Bermudez, Mr. Medina and homeowners they met with. The memo was reviewed:
 - Site #2 – 2925 Puerta Del Sol Blvd - pipe that needs to be repaired – the cost is above \$110,000.
 - Site #1 – between 3009 and 3011 Florencia Drive – cost to repair is \$15,000.
 - Site #3 – 3122 Riachuelo Lane – cost to repair is \$5,000.
 - Site #4 – 3009 Florencia Drive – cost to repair s \$5,000.
 - Site #5 – 3010 Villa Preciosa Drive – cost to repair is \$27,000.
 - Site #6 – 3104 Riachuelo Lane – cost to repair is \$8,216.75. There is a signed proposal for this work, but the rain has put them behind.
 - Site A – 3123 Riachuelo Lane – working with TOHO
 - Site B – 3033 Sangria Street – working with TOHO
 - Site C – Sewer Lift Station –TOHO has been notified.
 - Site D – 3013 Villa Preciosa Drive – working with TOHO
- Repairs will begin with the new fiscal year in October.
- Ms. Suit noted the Board will need to approve the repairs and the next meeting is November.
- Discussion continued on scheduling, proposals and approvals.

On MOTION by Mr. Gosdin seconded by Mr. Edgecombe, with all in favor, repairs of Site #1 at a not to exceed of \$15,000 and Site #5 at a not to exceed of \$27,000 subject to District Counsel drafting agreement were approved.

- Mr. Malavé noted they will bring the information regarding the liner to the next meeting.
- Mr. Bermudez requested a forecast for FY 2021 as to when they may be able to have the funding for the \$110,000 repair.
- Mr. Comas inquired what Mr. Malavé thought happened that all of the depressions are happening at the same time.

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- Mr. Malavé noted he believes it is due to a type of pipe material [HDP] used a long time ago. For the one on Puerta Del Sol there was a problem there before and they think the pipe joints may not have been installed correctly or not at all.
- Mr. Edgecombe inquired about the warranty on the work being performed.
 - Mr. Clark noted it is generally one year; they can ask for more if they want, but it may cost them more.
- Mr. Edgecombe inquired about the issues they will be contacting TOHO for and how soon this can be done.
 - Mr. Malavé noted they are contacting TOHO tomorrow. They have been putting together drawings, sketches and photos.
- Ms. Suit inquired if Mr. Clark will be drafting the agreements.
 - Mr. Clark noted yes, and requested the proposals be sent to him.
- Mr. Bermudez addressed the depression by Riachuelo Lane and Sangria, near the Clubhouse noting previously it was caused by a TOHO truck and equipment and he was able to get them to repair. He has pictures of more trucks in the same area.
 - Mr. Malavé noted he will send the photos to TOHO.
 - Mr. Clark requested he be provided the photos and the communications with TOHO also.

FOURTH ORDER OF BUSINESS **Attorney's Report**

A. Discussion and Review of Legislative Updates

- Mr. Clark noted a memo was circulated earlier today describing some of the legislative changes. The one that affects the District the most is the change to website which they discussed at the last meeting and they Board decided to continue posting the full agenda package rather than just the agenda page as allowed. Most of the other changes affecting CDDs are operational one being the e-verify which requires extra steps to be taken and he has already started including language in the contract documents they are using. It does not take hard effect until January, but they are starting to change the contracts already. There is a change in the retainage requirement with 5% being the maximum. This is an issue that will affect Mr. Malavé as he is getting proposals and affects them in the contract process. There are some other technical changes in bid amounts and bid caps for CCNA.

September 8, 2020

- Mr. Clark addressed the easement for the Tract A parcel. As discussed at the last meeting the owner communicated, they were putting some plans together. He has requested a meeting so they can discuss the plans, but it has not been scheduled. He will continue to track it and bring it back when there is some information available.
- Mr. Comas asked how they were doing on the damages.
 - Mr. Clark noted he is unaware of any more money being received since the last meeting. He has had no referrals for letters. On the ones that are \$400 and \$250 of it is the administrative fee he cannot really recommend moving forward to litigate those given the budget constraints right now. He hears in the comments and the agenda there have been some problems recently and if those are things, he needs to send letters on then management staff needs to let him know and he will do so.
- Discussion followed on arbitrage rebate reports.

FIFTH ORDER OF BUSINESS

District Manager's Report

A. Approval of the Minutes of July 14, 2020 Meeting

- Mr. Comas corrected the spelling of resident names – Kristen Crease should be Kirsten Cruz and Cabrera should be Cabral.

On MOTION by Mr. Bermudez seconded by Mr. Edgecombe, with all in favor, the minutes of the July 14, 2020 meeting were approved as amended.

B. Financial Statements

- Ms. Suit noted the financial statements are included in the agenda package and inquired if there are any questions.
- Discussion followed on Fund Balance with Ms. Suit noting as of July 31 it was \$209,000.

On MOTION by Mr. Comas seconded by Mr. Gosdin, with all in favor, the July financial statements were approved.

C. Check Registers

On MOTION by Mr. Comas seconded by Mr. Gosdin, with all in favor, the check registers for June 2020 and July 2020 were approved.

D. Consideration of FY 2021 Meeting Schedule

- Discussion followed the meeting times.

On MOTION by Mr. Bermudez seconded by Mr. Edgecombe, with all in favor, the FY 2021 meeting schedule was approved as amended changing May 11, 2021 to 5:00 p.m.

E. Consideration of Proposals for Series 2018 A1 & A2 Arbitrage Reporting

- Ms. Suit review the proposals for AMTEC and LLS Tax Solutions noting they are both \$600 annually.

On MOTION by Mr. Gosdin seconded by Mr. Bermudez, with all in favor, the LLS Tax Solutions proposal for the Series 2018 A1 & A2 Arbitrage report in the amount of \$600 annually was approved.

F. Audit Committee Selection Process

- i. Appointment of Committee Members**
- ii. Establishment of RFP Evaluation Criteria**
- iii. Authorization to Proceed with RFP**

- Ms. Suit outlined the auditor selection process.
- The consensus of the Board is to remain with the current auditor.

G. Ratification of Chair Authorized Expenditures Between Meetings

- i. Ratification of Onsite Amenities Attendant 32 Hours per Week**
- ii. Ratification of Gate Repairs by Envera**
- iii. Ratification of Pool Repairs by Churchills**

On MOTION by Mr. Gosdin seconded by Mr. Comas, with all in favor, the Chair authorized expenditures between meetings for onsite facilities staff in the amount o \$25 per hour, Envera gate repairs in the amount of \$1,315 and Churchill Pool repairs in the amount of \$325.45 were ratified.

SIXTH ORDER OF BUSINESS

Field Operations

A. Field Manager’s Report

- Mr. Medina reviewed the Field Manager’s Report.
- The pool and gym are open 9:00 a.m. to 4:00 p.m. Currently there is only one attendant five days per week.
- Mr. Bermudez addressed the note regarding replacing some mulch with stone.

September 8, 2020

- Mr. Medina noted the pool contractor is suggesting the change to stone around the pump.
- Mr. Bermudez requested a price for the change out and if it will control erosion better.
- Mr. Medina noted the contractor will be onsite Friday and he will provide a quote after that.
- Discussion followed on extending the pool hours without violating the Governor's Executive Order with Mr. Clark noting they can extend as long as they are set up for social distancing for the chairs and such.
- Discussion followed on staffing for the hours open – three additional staff hours per day for Friday, Saturday and Sunday plus 44 hours for Monday through Thursday for a total of 53 additional hours at \$25 per hour.

On MOTION by Mr. Bermudez seconded by Mr. Edgecombe, with all in favor, onsite staff additional 53 hours weekly from 8:00 a.m. to 7:00 p.m. at the amount of \$5,300.00 per month was approved.

B. Gate Damages Status Report

- Mr. Medina reported on the gate damages noting between March and August there were nine incidents that were a malfunction of the gates and seven to be investigated. The system is not connecting with Envera; they have been trying for the last couple of weeks to pull the videos and are unable to do so. Mr. Medina is meeting with them Thursday to try to get the issue resolved. They were able to pull one video and the visitor has contacted Inframark to report she has submitted a claim directly to Envera who has determined the visitor had tailgated another at the gate and the claim was denied.

D. Discussion and Consideration of Purchase of Additional Gate Arms to be Held in Storage

- Discussion followed on the purchase of additional gate arms at a cost of \$1,140.00.
- Discussion continued on the gate – malfunctions, people hitting and breaking the gates, repairs and signage.

On MOTION by Mr. Bermudez seconded by Mr. Gosdin, with all in favor, the purchase of additional gate arms to be held in storage in the amount of \$1,140.00 was approved.

C. Discussion and Consideration of Purchasing Doggy Stations

- Mr. Medina outlined the proposal for two doggy stations at a cost of \$750.00.

On MOTION by Mr. Comas seconded by Mr. Bermudez, with all in favor, to purchase and install two doggy stations in the amount of \$750.00 was approved.

- Mr. Comas inquired how BrightView is performing for the common area.
 - Mr. Medina noted they are not; they have a meeting with BrightView on Monday. The mowing and edging are not being done properly and there is some trimming that needs to be done. They have been asked to provide proposals for the removal of dead trees which have not been received.
 - Discussion continued on BrightView’s performance and getting proposals from other landscaping companies with Mr. Bermudez requesting it be placed on the next agenda for discussion.

SEVENTH ORDER OF BUSINESS **Supervisor Requests & Comments**

- Mr. Gosdin address his wife’s passing and her request that her ashes be scattered in nature, specifically in the area behind the retention pond behind their home on Riachuelo Lane. Is this acceptable to the Board?
 - The Board has no objection to this and offered their condolences to Mr. Gosdin and his family.
 - Mr. Clark noted there are no issues with this and if they can do this for Mr. Gosdin it would be a good thing. He also offered his condolences.
 - Ms. Suit noted their sympathies go out to Mr. Gosdin.

EIGHTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Bermudez seconded by Mr. Edgecombe, with all in favor, the meeting was adjourned.

Kristen Suit
Assistant Secretary

Ramon Bermudez
Chairman

6B.

MEMORANDUM

TO: Board of Supervisors, VillaSol CDD
FROM: Fernand Thomas, Accountant II
CC: Kristen Suit, District Manager, Alan Baldwin, Accounting Manager
DATE: November 3, 2020
SUBJECT: September Financial Report

Attached, please find the September Financial Report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. To assist with your review, an overview of each of the District's Funds is provided below. If you have any questions or require additional information, please contact me at fernand.thomas@inframark.com.

General Funds:

- Total revenues are approximately 100% of the annual budget.
- Non-Ad Valorem Assessments are 100% collected.
- For the current month, expenditures are at 101.34% of the year-to-date budget.

Debt Service Funds:

Series 2018 A1-A2

- Total revenues are approximately 101% of the year-to-date budget and includes prepayments. Annual Assessments are 100% collected.
- Total Principal and Interest is paid for the year and includes principal prepayments.

Construction Fund:

- Revenues recorded are interest earned on Investments.
- Expenditures recorded are construction requisitions.

VillaSol
Community Development District

Financial Report

September 30, 2020

Prepared by



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VillaSol
Community Development District

Financial Statements

(Unaudited)

September 30, 2020

Balance Sheet
September 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2018 A1 & A2 DEBT SERVICE FUND	SERIES 2018 CAPITAL PROJECTS FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 103,217	\$ -	\$ -	\$ 103,217
Due From Other Gov'tl Units	4,296	-	-	4,296
Investments:				
Money Market Account	104,335	-	-	104,335
Project Fund	-	-	10,353	10,353
Reserve Fund (A-2)	-	17,938	-	17,938
Reserve Fund A	-	87,273	-	87,273
Revenue Fund	-	115,220	-	115,220
Prepaid Items	6,624	-	-	6,624
Deposits	4,075	-	-	4,075
TOTAL ASSETS	\$ 222,547	\$ 220,431	\$ 10,353	\$ 453,331
LIABILITIES				
Accounts Payable	\$ 20,099	\$ -	\$ -	\$ 20,099
TOTAL LIABILITIES	20,099	-	-	20,099
FUND BALANCES				
Nonspendable:				
Prepaid Items	6,624	-	-	6,624
Deposits	4,075	-	-	4,075
Restricted for:				
Debt Service	-	220,431	-	220,431
Capital Projects	-	-	10,353	10,353
Assigned to:				
Operating Reserves	113,156	-	-	113,156
Unassigned:	78,593	-	-	78,593
TOTAL FUND BALANCES	\$ 202,448	\$ 220,431	\$ 10,353	\$ 433,232
TOTAL LIABILITIES & FUND BALANCES	\$ 222,547	\$ 220,431	\$ 10,353	\$ 453,331

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
REVENUES				
Interest - Investments	\$ 4,500	\$ 2,914	64.76%	\$ 46
Room Rentals	7,000	2,232	31.89%	-
Interest - Tax Collector	-	202	0.00%	36
Special Assmnts- Tax Collector	427,643	427,642	100.00%	-
Special Assmnts- Discounts	(17,106)	(14,020)	81.96%	-
Other Miscellaneous Revenues	-	500	0.00%	-
Access Cards	6,000	5,260	87.67%	537
Insurance Reimbursements	-	2,496	0.00%	-
TOTAL REVENUES	428,037	427,226	99.81%	619
EXPENDITURES				
Administration				
P/R-Board of Supervisors	4,800	5,200	108.33%	800
FICA Taxes	367	398	108.45%	61
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Dissemination Agent	1,000	1,000	100.00%	1,000
ProfServ-Engineering	3,000	7,515	250.50%	2,190
ProfServ-Legal Services	15,000	21,937	146.25%	2,924
ProfServ-Mgmt Consulting Serv	42,390	42,390	100.00%	3,533
ProfServ-Property Appraiser	400	172	43.00%	-
ProfServ-Special Assessment	5,150	5,150	100.00%	-
ProfServ-Trustee Fees	3,000	5,728	190.93%	-
Auditing Services	6,250	6,250	100.00%	-
Communication - Telephone	3,600	3,699	102.75%	371
Postage and Freight	1,000	1,089	108.90%	8
Insurance - General Liability	22,401	19,847	88.60%	-
Printing and Binding	3,000	1,298	43.27%	36
Legal Advertising	1,000	648	64.80%	59
Miscellaneous Services	600	829	138.17%	59
Misc-Assessmnt Collection Cost	8,553	4,013	46.92%	(4,259)
Misc-Web Hosting	12,000	2,889	24.08%	-
Office Supplies	463	632	136.50%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	134,749	130,859	97.11%	6,782
Field				
ProfServ-Field Management	43,206	50,724	117.40%	7,151
Misc-Property Taxes	540	511	94.63%	-
Total Field	43,746	51,235	117.12%	7,151

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
<u>Landscape Services</u>				
Contracts-Lake and Wetland	6,900	7,598	110.12%	649
Total Landscape Services	6,900	7,598	110.12%	649
<u>Utilities</u>				
Utility - General	46,500	41,370	88.97%	3,787
Total Utilities	46,500	41,370	88.97%	3,787
<u>Gatehouse</u>				
Contracts-Security Services	88,045	88,894	100.96%	7,293
R&M-Gatehouse	5,000	4,488	89.76%	470
Misc-Access Control Software	2,000	1,022	51.10%	-
Misc-Bar Codes	4,800	1,712	35.67%	428
Total Gatehouse	99,845	96,116	96.27%	8,191
<u>Road and Street Facilities</u>				
R&M-Roads & Alleyways	5,000	17,293	345.86%	-
R&M-Signage	1,000	511	51.10%	91
Total Road and Street Facilities	6,000	17,804	296.73%	91
<u>Parks and Recreation - General</u>				
Contracts-Fountain	1,440	2,020	140.28%	126
Contracts-Security Services	6,663	4,443	66.68%	-
Contracts-Pools	7,020	8,762	124.81%	1,127
Contracts-Sheriff	14,000	506	3.61%	-
Utility - Refuse Removal	2,736	2,925	106.91%	-
R&M-Clubhouse	8,000	8,387	104.84%	72
R&M-Parks	500	969	193.80%	-
R&M-Pools	7,000	9,321	133.16%	909
R&M-Tennis Courts	500	-	0.00%	-
Misc-Access Control Software	500	-	0.00%	-
Misc-Contingency	500	5,134	1026.80%	362
Total Parks and Recreation - General	48,859	42,467	86.92%	2,596
<u>Common Area</u>				
Contracts-Landscape	64,524	64,524	100.00%	5,377
R&M-Common Area	1,000	2,437	243.70%	-
R&M-Other Landscape	500	4,268	853.60%	1,800
Total Common Area	66,024	71,229	107.88%	7,177
TOTAL EXPENDITURES	452,623	458,678	101.34%	36,424

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
Excess (deficiency) of revenues				
Over (under) expenditures	(24,586)	(31,452)	0.00%	(35,805)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(24,586)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(24,586)	-	0.00%	-
Net change in fund balance	\$ (24,586)	\$ (31,452)	0.00%	\$ (35,805)
FUND BALANCE, BEGINNING (OCT 1, 2019)	233,900	233,900		
FUND BALANCE, ENDING	\$ 209,314	\$ 202,448		

VillaSol CDDCommunity Development District

Notes to the Financial Statements**Assets**

- ▶ Due from Other Gov'tl Units Funds represents amount Unused fees from the Assessment.
- ▶ District has one MMA . (See Cash & Investments Report for details)
- ▶ Prepaid Items represents payment for Trustee Services and gate access services.
- ▶ Deposit represents payment from residents for water utility.

Liabilities

- ▶ Accounts Payable represents invoices received that will be paid in following month.
- ▶ Accrued Expenses represents monthly contracts, and expenses that will be paid in following month.

Fund Balance

- ▶ In the General Fund, the District has one assigned Operating Reserves .

The notes are intended to provide additional information helpful when reviewing the financial statements.

VILLASOL
Community Development District

Revenues, Expenditures and Fund Balances

All Funds

Notes to the Financial Statements
September 30, 2020

Expenditures

Administration

P/R Board of Supervisor	\$4,800	\$5,200	108%	Board members attend meeting as of September 2020.
ProfService-Trustee	\$3,000	\$5,728	191%	Trustee fees for the period from 3/1/20-2/28/2021
Insurance - General Liability	\$22,401	\$19,847	89%	Total premium with Public Risk Insurance Agency . Fully paid.
Miscellaneous Services	\$600	\$829	138%	SunTrust bank charges and Web domain for the year.
Office Supplies	\$463	\$632	137%	Services through current month.
Annual District Filling Fee	\$175	\$175	100%	Filling fees paid in full

Legal Counsel

ProfServ-Legal Services	\$15,000	\$21,937	146%	General matters budgeted are higher than expected and cost related to project.
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Comprehensive Planning

ProfServ-Engineering	\$3,000	\$7,515	251%	Engineering service is more than expected.
ProfServ-Field Management	\$43,206	\$50,724	117%	Services through current month.

Landscape

Contracts-Lake and Wetland	\$6,900	\$7,598	110%	Services through current month, but higher than budgeted.
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Road and Street Facilities

R&M-Road & Alleyways	\$5,000	\$17,293	346%	Replace 24" ADS Pipe @ Intel and asphalt paving.
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Parks and Recreation - General

Contracts-Fountain	\$1,440	\$2,020	140%	Contracts paid through current month and fountain repairs.
Contracts-Pools	\$7,020	\$8,762	125%	Contracts paid through current month and pools maintenance.
Utility-Refuse Removal	\$2,736	\$2,925	107%	Utility services and waste management for current month.
R&M Clubhouse	\$8,000	\$8,387	105%	Contracts for pest control paid through current month, and annual termite treatment.
R&M Parks	\$500	\$969	194%	Repairs were more than anticipated.
R&M Pools	\$7,000	\$9,321	133%	Annual purchase of pools chemical and removing of mail pool pump motor.

Common Area

R&M-Common Area	\$1,000	\$2,437	244%	Remove of palm tree.
Misc-Contingency	\$500	\$5,134	1027%	Hurricane expo and waste refuse removal.
R&M-Other Landscape	\$500	\$4,268	854%	Replace Sable Palm/ Sod and bushes hog behind the lake.

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
REVENUES				
Interest - Investments	\$ 100	\$ 1,156	1156.00%	\$ 1
Special Assmnts- Tax Collector	221,580	221,436	99.94%	-
Special Assmnts- Discounts	(8,863)	(7,121)	80.35%	-
TOTAL REVENUES	212,817	215,471	101.25%	1
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	4,432	4,286	96.71%	-
Total Administration	4,432	4,286	96.71%	-
Debt Service				
Principal Debt Retirement A-1	110,000	110,000	100.00%	-
Principal Debt Retirement A-2	15,000	15,000	100.00%	-
Interest Expense Series A-1	57,895	57,895	100.00%	-
Interest Expense Series A-2	17,075	17,075	100.00%	-
Total Debt Service	199,970	199,970	100.00%	-
TOTAL EXPENDITURES	204,402	204,256	99.93%	-
Excess (deficiency) of revenues Over (under) expenditures	8,415	11,215	0.00%	1
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	8,415	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	8,415	-	0.00%	-
Net change in fund balance	\$ 8,415	\$ 11,215	0.00%	\$ 1
FUND BALANCE, BEGINNING (OCT 1, 2019)	209,216	209,216		
FUND BALANCE, ENDING	\$ 217,631	\$ 220,431		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 540	0.00%	\$ -
TOTAL REVENUES	-	540	0.00%	-
EXPENDITURES				
Construction In Progress				
Construction in Progress	-	82,385	0.00%	9,345
Total Construction In Progress	-	82,385	0.00%	9,345
TOTAL EXPENDITURES	-	82,385	0.00%	9,345
Excess (deficiency) of revenues Over (under) expenditures	-	(81,845)	0.00%	(9,345)
Net change in fund balance	\$ -	\$ (81,845)	0.00%	\$ (9,345)
FUND BALANCE, BEGINNING (OCT 1, 2019)	-	92,198		
FUND BALANCE, ENDING	\$ -	\$ 10,353		

VillaSol
Community Development District

Supporting Schedules

September 30, 2020

**Non-Ad Valorem Special Assessments - Osceola County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2020**

Date Received	Net Amount Received	Discount / (Penalty) Amount	Collection Cost	Gross Amount Received	Allocation by Fund	
					General Fund**	Debt Service Series 2018 Fund
ASSESSMENTS LEVIED				\$ 649,222	\$ 427,643	\$ 221,580
Allocation %				100%	66%	34%
11/12/19	\$ 7,279	\$ 417	\$ 149	\$ 7,845	5,167	2,677
11/22/19	42,971	1,827	877	45,675	30,086	15,589
12/06/19	434,418	18,470	8,866	461,754	304,157	157,597
12/23/19	17,940	698	366	19,004	12,518	6,486
01/10/20	15,591	492	318	16,402	10,804	5,598
01/13/20	5,378	148	110	5,636	3,712	1,923
02/12/20	13,783	318	281	14,383	9,474	4,909
03/09/20	12,516	83	255	12,854	8,467	4,387
04/13/20	3,357	-	69	3,426	2,257	1,169
04/13/20	17,589	-	359	17,948	11,822	6,126
05/12/20	667	-	14	681	448	232
05/12/20	7,143	(77)	146	7,212	4,750	2,461
06/09/20	412	(12)	8	409	269	139
06/09/20	14,459	(430)	295	14,325	9,436	4,889
06/16/20	21,874	(650)	446	21,671	14,275	7,396
TOTAL	\$ 615,379	\$ 21,284	\$ 12,559	\$ 649,221	\$ 427,642	\$ 221,579
% COLLECTED				100%	100%	100%

Cash and Investment Report
September 30, 2020

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND				
Checking Account - Operating	SunTrust Bank	MuniNow	0.10%	\$103,217
Money Market Account	Bank United	Money Market	0.30%	\$103,335
		Sub-total		\$206,552
DEBT SERVICE FUND				
Series 2018 A1 & A2-Revenue Fund	US Bank	US Bank Money Market	0.02%	\$115,220
Series 2018 A1 Debt Service Reserve	US Bank	US Bank Money Market	0.02%	\$87,273
Series 2018 A2 Debt Service Reserve	US Bank	US Bank Money Market	0.02%	\$17,938
Series 2018 -Project Fund	US Bank	US Bank Money Market	0.02%	\$10,353
			Total	\$437,335

VillaSol CDD

Bank Reconciliation

Bank Account No. 1613 SunTrust Bank N.A. GF
 Statement No. 09-2020
 Statement Date 9/30/2020

G/L Balance (LCY)	103,216.83	Statement Balance	105,779.73
G/L Balance	103,216.83	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>	Subtotal	105,779.73
Subtotal	103,216.83	Outstanding Checks	2,562.90
Negative Adjustments	0.00	Differences	0.00
	<hr/>		
Ending G/L Balance	103,216.83	Ending Balance	103,216.83
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
7/1/2020	Payment	DD299	Payment of Invoice 007082	124.30	0.00	124.30
7/31/2020	Payment	DD308	Payment of Invoice 007134	124.30	0.00	124.30
8/31/2020	Payment	DD310	Payment of Invoice 007163	124.30	0.00	124.30
9/24/2020	Payment	004923	DEWBERRY ENGINEERS INC	2,190.00	0.00	2,190.00
Total Outstanding Checks.....				2,562.90		2,562.90

6C.

VillaSol
Community Development District

Check Register

August 1- September 30, 2020

VILLASOL
Community Development District

Payment Register by Bank Account

For the Period from 08/01/20 to 09/30/20

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
SUNTRUST BANK N.A. GF - (ACCT#XXXXX1613)							
CHECK # 004898							
08/06/20	Vendor	CHURCHILLS POOLS	11219	JULY POOL/FOUNTAIN SVC	Contracts-Pools	001-534078-57201	\$614.25
08/06/20	Vendor	CHURCHILLS POOLS	11219	JULY POOL/FOUNTAIN SVC	Contracts-Fountain	001-534023-57201	\$126.00
08/06/20	Vendor	CHURCHILLS POOLS	11212	CHEMICAL DELIVERIES	R&M-Pools	001-546074-57201	\$347.54
08/06/20	Vendor	CHURCHILLS POOLS	11262	JULY POOL MAINT	Contracts-Pools	001-534078-57201	\$512.46
08/06/20	Vendor	CHURCHILLS POOLS	19434	R/M POOL MOTOR	R&M-Pools	001-546074-57201	\$579.00
08/06/20	Vendor	CHURCHILLS POOLS	19448	REMOVE MAIN POOL PUMP MOTOR	R&M-Pools	001-546074-57201	\$2,127.18
Check Total							\$4,306.43
CHECK # 004899							
08/06/20	Vendor	CLARK & ALBAUGH, LLP	17123	GEN MATTERS THRU JULY 2020	GEN MATTERS THRU APRIL 2020	001-531023-51401	\$3,764.00
Check Total							\$3,764.00
CHECK # 004900							
08/06/20	Vendor	COMPETE I.T.	5435		4-hour Zoom meeting	001-549915-51301	\$50.00
Check Total							\$50.00
CHECK # 004901							
08/06/20	Vendor	ENVERA SYSTEMS	00017496	REPAIR TO GATE ARM	R&M-Gatehouse	001-546035-53904	\$207.00
08/06/20	Vendor	ENVERA SYSTEMS	00017637	REINSTALL POOL DECK CAMERA	Contracts-Security Services	001-534037-53904	\$202.00
08/06/20	Vendor	ENVERA SYSTEMS	692864	ADD RES - BOGGY CREEK	Contracts-Security Services	001-534037-53904	\$22.00
08/06/20	Vendor	ENVERA SYSTEMS	690034	ADD RES BOGGY CREEK	Contracts-Security Services	001-534037-53904	\$22.00
Check Total							\$453.00
CHECK # 004902							
08/06/20	Vendor	OMAR ORTIZ MORALES	000050-DEP	REPAIR DRYWALL HALLWAY CEILING	R&M-Clubhouse	001-546015-57201	\$1,625.00
Check Total							\$1,625.00
CHECK # 004903							
08/06/20	Vendor	OSCEOLA NEWS GAZETTE	227482	NOTICE OF MEETING 6/25/20	Legal Advertising	001-548002-51301	\$229.20
08/06/20	Vendor	OSCEOLA NEWS GAZETTE	229700	NOTICE OF MEETING	Legal Advertising	001-548002-51301	\$78.40
Check Total							\$307.60
CHECK # 004904							
08/06/20	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00438188	JULY LAKE/POND MGMT	Contracts-Lake and Wetland	001-534021-53902	\$630.00
Check Total							\$630.00
CHECK # 004905							
08/06/20	Vendor	TERMINIX PROCESSING CENTER	398068033	PEST CONTROL 6/2/20	PEST CONTROL 5/4/20	001-546015-57201	\$72.00
Check Total							\$72.00

VILLASOL
Community Development District

Payment Register by Bank Account

For the Period from 08/01/20 to 09/30/20

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
CHECK # 004906								
08/06/20	Vendor	VILLASOL CDD C/O US BANK N.A.	072120-SER 2018	TRFR ASSESS SER 2018 TAX COLLECTIONS	Due From Other Funds	131000	\$12,541.52	
							Check Total	<u>\$12,541.52</u>
CHECK # 004907								
08/13/20	Vendor	WASTE MANAGEMENT	9815325-0180-7	July/Aug Services	Misc-Contingency	001-549900-57201	\$706.46	
							Check Total	<u>\$706.46</u>
CHECK # 004908								
08/27/20	Vendor	BRIGHTVIEW LANDSCAPE SVC	6924854	REMOVAL OF FALLEN OAK TREE	R&M-Common Area	001-546016-53901	\$712.50	
08/27/20	Vendor	BRIGHTVIEW LANDSCAPE SVC	6929342	AUG LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$5,377.00	
							Check Total	<u>\$6,089.50</u>
CHECK # 004909								
08/27/20	Vendor	CHURCHILLS POOLS	19473	POOL/FOUNTAIN SVCS	Contracts-Pools	001-534078-57201	\$614.25	
08/27/20	Vendor	CHURCHILLS POOLS	19473	POOL/FOUNTAIN SVCS	Contracts-Fountain	001-534023-57201	\$126.00	
08/27/20	Vendor	CHURCHILLS POOLS	19512	AUG POOL SVCS	Contracts-Pools	001-534078-57201	\$512.46	
08/27/20	Vendor	CHURCHILLS POOLS	11260	AUG CHEMICAL DELIVERIES	R&M-Pools	001-546074-57201	\$387.33	
08/27/20	Vendor	CHURCHILLS POOLS	29515	POOL MAINT	R&M-Pools	001-546074-57201	\$325.45	
							Check Total	<u>\$1,965.49</u>
CHECK # 004910								
08/27/20	Vendor	ENVERA SYSTEMS	693319	SEPT GATE ACCESS	Prepaid Items	001-155000-53904	\$7,271.13	
							Check Total	<u>\$7,271.13</u>
CHECK # 004911								
08/27/20	Vendor	INFRAMARK, LLC	54436	AUG MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$3,532.50	
08/27/20	Vendor	INFRAMARK, LLC	54436	AUG MGMT FEES	ProfServ-Field Management	001-531016-53901	\$3,600.50	
08/27/20	Vendor	INFRAMARK, LLC	54436	AUG MGMT FEES	Postage and Freight	001-541006-51301	\$7.00	
08/27/20	Vendor	INFRAMARK, LLC	54436	AUG MGMT FEES	Printing and Binding	001-547001-51301	\$48.30	
08/27/20	Vendor	INFRAMARK, LLC	54436	AUG MGMT FEES	ONSITE AMENITIES	001-531016-53901	\$3,968.00	
08/27/20	Vendor	INFRAMARK, LLC	54436	AUG MGMT FEES	sanitizing supplies for gym	001-549900-57201	\$268.08	
08/27/20	Vendor	INFRAMARK, LLC	54436	AUG MGMT FEES	lights for pool deck	001-546074-57201	\$119.32	
							Check Total	<u>\$11,543.70</u>
CHECK # 004912								
08/27/20	Vendor	PROPET DISTRIBUTORS INC	131005	LINER BAGS/LITTER P/U BAGS	R&M-Parks	001-546066-57201	\$526.00	
							Check Total	<u>\$526.00</u>
CHECK # 004913								
08/27/20	Vendor	TERMINIX PROCESSING CENTER	399030745	7/6/20 PEST CONTROL	PEST CONTROL 5/4/20	001-546015-57201	\$72.00	
							Check Total	<u>\$72.00</u>

VILLASOL
Community Development District

Payment Register by Bank Account

For the Period from 08/01/20 to 09/30/20

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 004914							
08/27/20	Vendor	THE HOME DEPOT	070520-9241	JUNE / JULY PURCHASES	CLEANING SUPPLIES	001-546015-57201	\$401.97
							Check Total
							<u>\$401.97</u>
CHECK # 004915							
09/03/20	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00456810	LAKE/POND MGMT AUG 2020	Contracts-Lake and Wetland	001-534021-53902	\$648.90
							Check Total
							<u>\$648.90</u>
CHECK # 004916							
09/10/20	Employee	MARK A. GOSDIN	PAYROLL	September 10, 2020 Payroll Posting			\$184.70
							Check Total
							<u>\$184.70</u>
CHECK # 004917							
09/10/20	Vendor	CLARK & ALBAUGH, LLP	17157	GEN MATTERS THRU AUG 2020	ProfServ-Legal Services	001-531023-51401	\$1,552.50
							Check Total
							<u>\$1,552.50</u>
CHECK # 004918							
09/10/20	Vendor	COMPETE I.T.	5588	ZOOM MEETING	Misc-Web Hosting	001-549915-51301	\$50.00
							Check Total
							<u>\$50.00</u>
CHECK # 004919							
09/17/20	Vendor	CHURCHILLS POOLS	29531	SEPT POOL/FOUNTAIN SVCS	Contracts-Pools	001-534078-57201	\$614.25
09/17/20	Vendor	CHURCHILLS POOLS	29531	SEPT POOL/FOUNTAIN SVCS	Contracts-Fountain	001-534023-57201	\$126.00
							Check Total
							<u>\$740.25</u>
CHECK # 004920							
09/17/20	Vendor	TERMINIX PROCESSING CENTER	400000226	8/4/20 PEST CONTROL	PEST CONTROL 5/4/20	001-546015-57201	\$72.00
							Check Total
							<u>\$72.00</u>
CHECK # 004921							
09/17/20	Vendor	WASTE MANAGEMENT	9825127-0180-5	SEPT REFUSE REMOVAL	Misc-Contingency	001-549900-57201	\$362.06
							Check Total
							<u>\$362.06</u>
CHECK # 004922							
09/24/20	Vendor	BRIGHTVIEW LANDSCAPE SVC	6886491	JULY LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$5,377.00
							Check Total
							<u>\$5,377.00</u>
CHECK # 004923							
09/24/20	Vendor	DEWBERRY ENGINEERS INC	1863753	ENGG SVCS THRU JULY 2020	ProfServ-Engineering	001-531013-51501	\$840.00
09/24/20	Vendor	DEWBERRY ENGINEERS INC	1874617	ENGG SVCS THRU AUG 2020	ProfServ-Engineering	001-531013-51501	\$1,350.00
							Check Total
							<u>\$2,190.00</u>
CHECK # 004924							
09/24/20	Vendor	ENVERA SYSTEMS	694302	SEC SVCS 10/1-12/31/20	Prepaid Items	001-155000-53904	\$1,665.84

VILLASOL
Community Development District

Payment Register by Bank Account

For the Period from 08/01/20 to 09/30/20

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
09/24/20	Vendor	ENVERA SYSTEMS	00020628	GATE ARM REPAIRS	R&M-Gatehouse	001-546035-53904	\$1,440.00
09/24/20	Vendor	ENVERA SYSTEMS	691391	SEC SVCS JULY 2020	Contracts-Security Services	001-534037-53904	\$7,260.13
09/24/20	Vendor	ENVERA SYSTEMS	692387	SEC SVCS AUG 2020	Contracts-Security Services	001-534037-53904	\$7,260.13
Check Total							\$17,626.10
CHECK # 004925							
09/24/20	Vendor	INFRAMARK, LLC	55366	SEPT MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$3,532.50
09/24/20	Vendor	INFRAMARK, LLC	55366	SEPT MGMT FEES	ProfServ-Field Management	001-531016-53901	\$3,600.50
09/24/20	Vendor	INFRAMARK, LLC	55366	SEPT MGMT FEES	Postage and Freight	001-541006-51301	\$7.50
09/24/20	Vendor	INFRAMARK, LLC	55366	SEPT MGMT FEES	Printing and Binding	001-547001-51301	\$35.90
09/24/20	Vendor	INFRAMARK, LLC	55366	SEPT MGMT FEES	ProfServ-Dissemination Agent	001-531012-51301	\$1,000.00
09/24/20	Vendor	INFRAMARK, LLC	55366	SEPT MGMT FEES	Misc-Bar Codes	001-549008-53904	\$427.96
09/24/20	Vendor	INFRAMARK, LLC	55366	SEPT MGMT FEES	ProfServ-Field Management	001-531016-53901	\$3,550.00
Check Total							\$12,154.36
ACH #DD303							
08/03/20	Vendor	TOHO WATER AUTHORITY	070420 ACH	BILL PRD 6/4-7/4/20	Utility - General	001-543001-53903	\$199.18
ACH Total							\$199.18
ACH #DD305							
08/03/20	Vendor	BRIGHT HOUSE NETWORKS	068176902071920 ACH	BILL PRD 7/17-8/16/20 - OFFICE	Communication - Telephone	001-541003-51301	\$243.34
ACH Total							\$243.34
ACH #DD306							
08/03/20	Vendor	KUA	071620 ACH	BILL PRD 6/8-7/9/20	BILL PRD 5/7-6/8/20	001-543001-53903	\$2,989.66
ACH Total							\$2,989.66
ACH #DD309							
09/03/20	Vendor	BRIGHT HOUSE NETWORKS	068176902081820 ACH	BILL PRD 8/17-9/16/20 OFFICE	Communication - Telephone	001-541003-51301	\$246.69
ACH Total							\$246.69
ACH #DD310							
08/31/20	Vendor	BRIGHT HOUSE NETWORKS	037311801081520 ACH	BILL PRD 8/14-9/13/20 CLUBHOUSE	Communication - Telephone	001-541003-51301	\$124.30
ACH Total							\$124.30
ACH #DD311							
09/04/20	Vendor	KUA	081720 ACH	BILL PRD 7/9-8/10/20	Utility - General	001-543001-53903	\$3,331.83
ACH Total							\$3,331.83
ACH #DD312							
09/02/20	Vendor	TOHO WATER AUTHORITY	080420 ACH	BILL PRD 7/4-8/4/20	Utility - General	001-543001-53903	\$166.50
ACH Total							\$166.50
ACH #DD313							

VILLASOL
Community Development District

Payment Register by Bank Account

For the Period from 08/01/20 to 09/30/20

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
09/10/20	Employee	RAMON E. BERMUDEZ	PAYROLL	September 10, 2020 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD314							
09/10/20	Employee	SERVANDO JR COMAS	PAYROLL	September 10, 2020 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD315							
09/10/20	Employee	MICHAEL J. EDGECOMBE	PAYROLL	September 10, 2020 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD316							
09/14/20	Vendor	BRIGHT HOUSE NETWORKS	077902902083020	BILL PRD 8/28-9/27/20 GATE	R&M-Gatehouse	001-546035-53904	\$174.96
ACH Total							\$174.96
ACH #DD320							
08/14/20	Vendor	BRIGHT HOUSE NETWORKS	077902902073020 ACH	BILL PRD 07/28/20-08/27/20	Communication - Telephone	001-541003-51301	\$174.96
ACH Total							\$174.96
Account Total							\$101,489.19

BANK UNITED MMA - (ACCT#XXXXX7873)

CHECK # 204

08/13/20	Vendor	VILLA SOL CDD	08062020-XFER	TRFR FROM MMA TO GF 1613	TRFR FR GF 1613 TO MMA	103000	\$50,000.00
Check Total							\$50,000.00

CHECK # 205

09/17/20	Vendor	VILLA SOL CDD	09162020-XFER	TRFR FRM BUMMA TO CHK 1613	TRFR FR GF 1613 TO MMA	103000	\$120,000.00
Check Total							\$120,000.00
Account Total							\$170,000.00

Total Amount Paid	\$271,489.19
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6D.

RESOLUTION 2021-3

A RESOLUTION AMENDING THE VILLASOL COMMUNITY
DEVELOPMENT DISTRICT GENERAL FUND BUDGET
FOR FISCAL YEAR 2020

WHEREAS, the Board of Supervisors, hereinafter referred to as the "Board", of the VillaSol Community Development District, hereinafter referred to as the "District", adopted a General Fund Budget for Fiscal Year 2020.

WHEREAS, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLSOL COMMUNITY DEVELOPMENT DISTRICT THE FOLLOWING:

1. The General Fund Budget is hereby amended in accordance with Exhibit "A" attached.
2. This resolution shall become effective this 17th day of November 2020 and be reflected in the monthly and Fiscal Year End 9/30/2020 Financial Statements and Audit Report of the District.

VillaSol
Community Development District

by: _____
Chairman/ Vice Chairman

Attest:

by: _____
Secretary

Proposed Budget Amendment
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES					
Interest - Investments	\$ 4,500	\$ -	\$ 4,500	\$ 2,914	\$ (1,586)
Room Rentals	7,000	-	7,000	2,232	(4,768)
Interest - Tax Collector	-	-	-	202	202
Special Assmnts- Tax Collector	427,643	-	427,643	427,642	(1)
Special Assmnts- Discounts	(17,106)	-	(17,106)	(14,020)	3,086
Other Miscellaneous Revenues	-	-	-	500	500
Access Cards	6,000	-	6,000	5,260	(740)
Insurance Reimbursements	-	-	-	2,496	2,496
TOTAL REVENUES	428,037	-	428,037	427,226	(811)
EXPENDITURES					
Administration					
P/R-Board of Supervisors	4,800	-	4,800	5,200	(400)
FICA Taxes	367	-	367	398	(31)
ProfServ-Arbitrage Rebate	600	-	600	-	600
ProfServ-Dissemination Agent	1,000	-	1,000	1,000	-
ProfServ-Engineering	3,000	4,600	7,600	7,515	85
ProfServ-Legal Services	15,000	7,000	22,000	21,937	63
ProfServ-Mgmt Consulting Serv	42,390	-	42,390	42,390	-
ProfServ-Property Appraiser	400	-	400	172	228
ProfServ-Special Assessment	5,150	-	5,150	5,150	-
ProfServ-Trustee Fees	3,000	2,800	5,800	5,728	72
Auditing Services	6,250	-	6,250	6,250	-
Communication - Telephone	3,600	-	3,600	3,699	(99)
Postage and Freight	1,000	-	1,000	1,089	(89)
Insurance - General Liability	22,401	-	22,401	19,847	2,554
Printing and Binding	3,000	-	3,000	1,298	1,702
Legal Advertising	1,000	-	1,000	648	352
Miscellaneous Services	600	-	600	829	(229)
Misc-Assessmnt Collection Cost	8,553	-	8,553	4,013	4,540
Misc-Web Hosting	12,000	(5,000)	7,000	2,889	4,111
Office Supplies	463	-	463	632	(169)
Annual District Filing Fee	175	-	175	175	-
Total Administration	134,749	9,400	144,149	130,859	13,290
Field					
ProfServ-Field Management	43,206	10,000	53,206	50,724	2,482
Misc-Property Taxes	540	-	540	511	29
Total Field	43,746	10,000	53,746	51,235	2,511

Proposed Budget Amendment
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Landscape Services</u>					
Contracts-Lake and Wetland	6,900	-	6,900	7,598	(698)
Total Landscape Services	6,900	-	6,900	7,598	(698)
<u>Utilities</u>					
Utility - General	46,500	-	46,500	41,117	5,383
Total Utilities	46,500	-	46,500	41,117	5,383
<u>Gatehouse</u>					
Contracts-Security Services	88,045	-	88,045	88,894	(849)
R&M-Gatehouse	5,000	-	5,000	4,488	512
Misc-Access Control Software	2,000	-	2,000	1,022	978
Misc-Bar Codes	4,800	-	4,800	1,712	3,088
Total Gatehouse	99,845	-	99,845	96,116	3,729
<u>Road and Street Facilities</u>					
R&M-Roads & Alleyways	5,000	15,000	20,000	17,293	2,707
R&M-Signage	1,000	-	1,000	511	489
Total Road and Street Facilities	6,000	15,000	21,000	17,804	3,196
<u>Parks and Recreation - General</u>					
Contracts-Fountain	1,440	-	1,440	2,020	(580)
Contracts-Security Services	6,663	-	6,663	4,443	2,220
Contracts-Pools	7,020	2,000	9,020	8,762	258
Contracts-Sheriff	14,000	(12,000)	2,000	506	1,494
Utility - Refuse Removal	2,736	-	2,736	2,925	(189)
R&M-Clubhouse	8,000	-	8,000	8,387	(387)
R&M-Parks	500	-	500	969	(469)
R&M-Pools	7,000	3,000	10,000	9,321	679
R&M-Tennis Courts	500	-	500	-	500
Misc-Access Control Software	500	-	500	-	500
Misc-Contingency	500	5,000	5,500	5,134	366
Total Parks and Recreation - General	48,859	(2,000)	46,859	42,467	4,392
<u>Common Area</u>					
Contracts-Landscape	64,524	-	64,524	64,524	-
R&M-Common Area	1,000	1,500	2,500	2,437	63
R&M-Other Landscape	500	4,000	4,500	4,268	232
Total Common Area	66,024	5,500	71,524	71,229	295
TOTAL EXPENDITURES	452,623	37,900	490,523	458,425	32,098
Excess (deficiency) of revenues					

Proposed Budget Amendment
For the Period Ending September 30, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>PROPOSED AMENDMENT</u>	<u>FINAL BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
Over (under) expenditures	(24,586)	(37,900)	(62,486)	(31,199)	31,287
Net change in fund balance	(24,586)	(37,900)	(62,486)	(31,199)	31,287
FUND BALANCE, BEGINNING (OCT 1, 2019)	233,900	-	233,900	233,900	-
FUND BALANCE, ENDING	\$ 209,314	\$ (37,900)	\$ 171,414	\$ 202,701	\$ 31,287

6E.

**VILLASOL
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 9/30/20

The Board hereby assigns the FY 2020 Reserves per the September,30 2020 Financials:

Operating Reserve \$ 113,156

Seventh Order of Business

7A.

Ariel Medina | Field Services Supervisor



313 Campus Street, Celebration, FL 34747
www.inframarkims.com

Villa Sol CDD Field Management Report

November 2020



Content

- General Update
- Landscape Review
- Brightview Report
- Solitude Report

General Updates

- Meet with contractors monthly and performed a drive through
- Followed up with vendors on pending items
- Reviewed and processed invoices on a weekly basis
- Returned phone calls
- Solved inquires made by phone and email
- Respond to emails and communications as needed
- Installed exit arm gate
- Installed barricades in 2 areas
- Installed doggy stations
- Performed community light review

Landscaping Review

Villa Sol Landscape Review Report						
Issue	Location	Date of Drive	Status	Field Manager Comments	Photos	Bright view Plan of Action
Annual flowers installation	Thoughtout the Community	10/27/2020	Completed	Annual flowers installation is completed		
Trimming service	At Puerta del Sol near to the recreation center.	10/27/2020	Not completed	The trimming tree service is pending near to the tennis court and the mowing service in not completed because mowers skept this section		
Dead palm tree	Puerta del sol Blvd.	10/27/2020	Pending	Proposal for remove dead palm tree. Is pending for approval		

Brightview Report



October 29th, 2020

VILLA DEL SOL CDD

MAINTENANCE MONTHLY SUMMARY

September and October 2020

Week of September 1st, 2020

- Mowed all St. Augustine Turf
- Edged all hard landscape beds
- Sprayed/Pulled weeds throughout property
- Mowed all ponds
- Mowed all Bahia common areas
- We added new bags to dog stations on common grounds
- We added new trash bags to the garbage cans on common grounds and remove the trash

Week of September 7th, 2020

- Mowed all St. Augustine Turf
- Edged all hard/soft landscape beds
- Sprayed/Pulled weeds throughout property
- Mowed all ponds and weed eaten pond banks
- Mowed all Bahia common areas
- Landscaping detail of the Clubhouse.
- We added new bags to dog stations on common grounds
- We added new trash bags to the garbage cans on common grounds and remove the trash



Week of September 14th, 2020

- Mowed all St. Augustine Turf
- Edged all hard landscape beds
- Sprayed/Pulled weeds throughout property
- Mowed all ponds and weed eaten pond banks
- Mowed all Bahia common areas
- Detail and weeding of the annuals beds
- Landscaping detail of the entrance and guard shack area.
- We added new bags to dog stations on common grounds
- Annual palm pruning completed

Week of September 21st, 2020

- Mowed all St. Augustine Turf
- Edged all hard/soft landscape beds
- Sprayed/Pulled weeds throughout property
- Mowed all ponds
- Mowed all Bahia common areas
- Detail and weeding of the annuals beds
- We added new bags to dog stations on common grounds
- We added new trash bags to the garbage cans on common grounds and remove the trash
- Monthly Irrigation inspection
- Bush hog conservation area at the two lakes behind Riachuelo Ln. & Siesta View Dr.

Week of September 28th, 2020

- Mowed all St. Augustine Turf
- Edged all hard/soft landscape beds
- Sprayed/Pulled weeds throughout property
- Mowed all ponds and weed eaten pond banks
- Mowed all Bahia common areas
- Detail and weeding of the annuals beds
- Landscaping detail of the Clubhouse.
- We added new bags to dog stations on common grounds
- We added new trash bags to the garbage cans on common grounds and remove the trash



Week of October 5th, 2020

- Mowed all St. Augustine Turf
- Edged all hard landscape beds
- Sprayed/Pulled weeds throughout property
- Mowed all ponds and weed eaten pond banks
- Mowed all Bahia common areas
- Detail and weeding of the annuals beds
- Landscaping detail of the entrance and guard shack area.
- We added new bags to dog stations on common grounds

Week of October 12th, 2020

- Mowed all St. Augustine Turf
- Edged all hard/soft landscape beds
- Sprayed/Pulled weeds throughout property
- Mowed all ponds
- Mowed all Bahia common areas
- Detail and weeding of the annuals beds
- We added new bags to dog stations on common grounds
- We added new trash bags to the garbage cans on common grounds and remove the trash

Week of October 19th, 2020

- **Beginning of Fall transition and bi-weekly mowing.**
- Non-mowing week
- Detail and weeding of the annuals beds
- Sprayed/Pulled weeds throughout property
- Elevation of low limbs on trees/palms
- Landscaping detail of the Clubhouse and entrance.
- We added new bags to dog stations on common grounds
- We added new trash bags to the garbage cans on common grounds and remove the trash

Week of October 26th, 2020

- Mowed all St. Augustine Turf
- Edged all hard/soft landscape beds
- Sprayed/Pulled weeds throughout property
- Mowed all ponds
- Mowed all Bahia common areas
- Detail and weeding of the annuals beds
- We added new bags to dog stations on common grounds
- We added new trash bags to the garbage cans on common grounds and remove the trash
- Monthly Irrigation inspection

Solitude Lake Management Report



Service History Report

September 4, 2020
50097

Villasol Cdd

Date Range: 08/01/20..08/31/20

Toll Free: (888) 480-5253
Fax: (888) 358-0088
www.solitudelakemanagement.com

Service Date 8/24/2020 **8800**
No. PI-A00463120
Order No. SMOR-373197
Contract No. SVR49016

Technician Name and State License #s
Noah P. Wetzel

Service Item #	Description	Lake No.	Lake Name
8800-LAKE-ALL	Villasol Cdd-Lake-ALL	2	Villasol Cdd-Lake-ALL
Technician's Comments:	The lake was treated for shoreline weeds, algae, and aquatic weeds.		
General Comments:	Inspected Lake		
Inspected for algae			

Service Date 8/28/2020 **8800**
No. PI-A00465052
Order No. SMOR-379225
Contract No. SVR49016

Technician Name and State License #s
Noah P. Wetzel

Service Item #	Description	Lake No.	Lake Name
8800-LAKE-ALL	Villasol Cdd-Lake-ALL	2	Villasol Cdd-Lake-ALL
Technician's Comments:	The lakes were treated for algae along the shoreline, aquatic weeds, and shoreline weeds.		
General Comments:	Inspected Lake		
Inspected for algae			

7C.

EXHIBIT B

Scope of Services

1. Project Scope
 - 1.1. General Overview
 - 1.2. CDD Development & HOA

2. General Contractor Requirements and Procedures
 - 2.1. Operation Procedures
 - 2.2. Key Personnel
 - 2.3. Personnel Dress Code
 - 2.4. Personnel Conduct
 - 2.5. Safety Program
 - 2.6. Facility Location
 - 2.7. Subcontractor's
 - 2.8. Consultants
 - 2.9. Document Control and Data Maintenance
 - 2.10. Verification of Data
 - 2.11. Ownership of Data
 - 2.12. Quality Control

3. Coordination
 - 3.1. General Coordination
 - 3.2. Contractor's Project Manager

4. Scheduled Operations and Maintenance
 - 4.1. Turf Care
 - 4.2. Shrubs/Ground Cover Care
 - 4.3. Tree Care
 - 4.4. Irrigation System
 - 4.5. Litter Removal

5. Unscheduled Maintenance and Repairs
 - 5.1. General
 - 5.2. Damaged Facilities
 - 5.3. Emergency Repairs
 - 5.4. Unscheduled Maintenance

6. Administration/Maintenance/Operations Program
 - 6.1. General
 - 6.2. Administration
 - 6.3. Operations
 - 6.4. Maintenance

7. Response Time
 - 7.1. General
 - 7.2. Emergency Response Program

1. PROJECT SCOPE

The Contractor shall provide landscape, irrigation and general grounds maintenance for VillaSol Community Development District.

1.1 General Overview

VillaSol, located in the City of Kissimmee, Simpson Road, it is a planned residential community.

1.2 Community Development District (CDD)

The District is a local unit of special purpose government which was established pursuant an ordinance enacted, ordered and approved by the City of Kissimmee.

The CDD areas to be included in this landscape and ground maintenance Scope of Services are generally defined as all the public lands within VillaSol. These areas and elements include public parks, roadway shoulder areas (landscape, irrigation, and sidewalks), stormwater management ponds, roadway bridges, culverts and headwalls. These areas are highlighted in green, on the attached map.

2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

2.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the Owner. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the Owner.

2.2 Key Personnel

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

2.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Manager shall serve as the point of contact between the Owner and Contractor. The Manager shall be responsible for coordinating all scheduled services with the Owner and for the timely scheduling of unscheduled maintenance services.

- 2.2.3 Contractor shall provide at least one (1) full time Field Supervisor to observe and monitor the daily activities including landscape, irrigation, and general grounds maintenance operations.

2.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

2.4 Personnel Conduct

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

2.5 Safety Program

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

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

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

2.6 Facility Location

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

2.7 Subcontractors

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

The Contractor shall notify the owner of any subcontractors to be used on the property. The owner will have the right to reject any subcontractors.

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

2.8 Consultants

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

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

2.9 Document Control and Data Maintenance

2.9.1 Document Control

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

2.9.2 Data Maintenance

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

2.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred

- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

2.10 Verification of Data

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

2.11 Ownership of Data

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

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

2.12 Quality Control

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor's Services and materials, which in the Owner's opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from the irrigation system as directed by the Owner. All replacements shall meet the original design, specification, and quality of surrounding related material. Any other CDD items damaged due to Contractor's negligence shall be repaired or replaced as directed by the Owner at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Owner.

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

3. COORDINATION

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

3.1 General Coordination

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

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

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

- CDD District Manager
- CDD District Engineer
- Osceola County and its various departments
- Florida Department of Transportation
- Adjacent property Owners, as directed by the Owner
- City of Kissimmee

3.2 Contractor's Project Manager

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (beeper or cellular phone) and shall respond to such calls within twenty minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by Owner.

4. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, pressure washing and litter removal, as required in this Agreement. The contractor shall make a complete site inspection of VillaSol, specifically the areas of maintenance. The attachment map includes plans identifying the general limits of maintenance by neighborhood. All landscaping, hardscape, structures (fences, entry features, benches, trash cans, etc.) within the CDD areas shall be maintained by this contractor in accordance with the following requirements:

4.1 Turf Care

4.1.1 Mowing

- a. All lawns, located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October and once every other week from November through February. Mowing shall be performed at a minimum frequency of forty (40) times a year.
- b. St. Augustine and Bahia turf areas shall be cut to a height of no more than three (3) inches nor less than two and one-half (2 ½) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

4.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.

- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufactures guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.), along roadways as required by federal, state or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

4.1.3 Trimming

All areas inaccessible to mowers, and/or otherwise unmowable due to trees, light poles, chain-link fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within 6" of any vinyl fence posts. All other chemical use will not be permitted unless approved by Owner.

4.1.4 Weed and Disease Control

- a. Two (2) applications (full coverage) of weed and disease/fungus control shall be provided in the month of March and November of each year for all St. Augustine and Bahia areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 4.2.2.
- b. Turf areas shall be continuously monitored for infestations of disease/fungus, and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All state and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied when the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine turf. Bahia shall be fertilized three (3) times per year (March, July and November). Additional applications of micronutrients may be needed in July or August for St. Augustine turf. Analysis, scheduled applications, and application rates per 1000 s.f. shall be approved by the Owner and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application, and should always meet the specific site condition and the type of turf. The minimum application rate shall be 1 lb. of Nitrogen per 1000 s.f. per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- c. A state inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- d. To maintain uniform turf color, fertilization shall be completed within ten (10) working days for the community.
- e. All fertilizers shall be kept out of canals and stormwater retention ponds and be removed immediately from all sidewalks and roadways.
- f. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- g. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- h. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.1.6 Pest Control

- a. The Contractor shall provide four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for St. Augustine and two (2) applications of insect control per year in May and July for Bahia. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

4.1.7 PH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil tests and the pH adjustments shall be considered part of the base Scope of Services.

4.2 Shrubs/Ground Cover Care

4.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every three weeks. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of bark or chips. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice-to-proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least 3' full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub

damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.

- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February - April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned monthly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned monthly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- l. A schedule for pruning shall be submitted within 30 calendar days of the notice-to-proceed with the Services for Owner's approval.
- m. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

4.2.2 VillaSol CDD annual amount is 800 total.

Contractor shall be responsible for pricing installation of four (4) annual rotations. All annuals shall be 4" container-grown Grade "A" plants with multiple blooms at the time of installation. All prices should be including soil amendments, mulch, labor, taxes, etc. association with installation. All plants should be in bloom at time of planting. Specific colors and varieties shall be mutually agreed upon prior to installation. Contractor is responsible for the spacing of seasonal plants as shown below:

- a) Distance away from curbs, turf lines, etc. annuals 10"
- b) On center (o.c.) spacings, annuals 10"

4.2.3 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds, to a level that is acceptable to the Owner, by hand pulling or chemical means, as environmental, horticultural, and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly

recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. It shall be weeded once (1) per month in conjunction with its detailing schedule. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.

- b. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.2.4 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May, and October). Analysis shall include a trace element of iron, magnesium, zinc, and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 SF of bed area.
- c. Fertilizers shall have the following:
 - 1. Forty- percent nitrogen derived from ammonium sulfate; 60% from controlled release.
 - 2. A ratio of nitrogen to potassium at 1 to 1.
 - 3. Two percent iron - minimum.
 - 4. Two percent magnesium - minimum.
 - 5. One percent magnesia - minimum.
 - 6. Three percent phosphorous - minimum.
 - 7. Include elements of calcium, boron, copper, zinc, and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A state inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.

- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.2.5 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October, and December. It shall be monitored and treated on an as-needed basis. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with federal, state, and county directives on environmental control and carry an EPA approval number.
- e. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

4.2.6 Mulching

All mulched beds shall be turned over for a fresh appearance during every other required bed detailing sequence. Premium grade pine bark mulch shall be installed once a year in November at a depth of 1 ½" to 2". Mulch in excess of 2" shall be removed from the planting areas.

4.2.7 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground covers as per section 4.1.7.

4.3 Tree Care**4.3.1 Pruning**

- a. Removal of dead limbs and branches from all trees shall occur at a minimum of two times per year, once in February and again in August, or as directed by the Owner. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- b. Remove all sucker growth from base of trees on a regular basis. Remove any limbs, which in the Owner's opinion, poses a threat to public safety. Provide specific pruning practices, unless otherwise directed by the Owner, for the following items:
 - Oaks - Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
 - Crape Myrtle - Crape Myrtles shall be tipped in January, but only by approximately 2' - 3'. Severe topping shall be considered out of character.
 - Wax Myrtle - Wax Myrtles shall be tipped mildly in January, cleaned at the base to 2' clear trunk and dead wood removed.
 - Holly - Burford Hollies shall be kept full headed, and pruned only to bring clear trunk level to 2' above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Severe shearing into "pyramids or lollipops" shall be avoided.
 - Ligustrum - Hand clipped for natural form. Severe shearing into globes shall be avoided, unless directed by the Owner.
 - Magnolias - Prune only sucker growth and to maintain an attractive, clear trunk appearance.
- c. Trees located in buffer areas shall be pruned twice (2) a year. These trees shall be pruned to promote dense canopy for screening and to provide a neat

appearance. The Owner shall provide specific instructions for pruning trees in buffer areas.

- d. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).
- e. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
- f. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- g. Selective pruning and shaping shall be performed as needed to expose landscape lights.

4.4 Irrigation System

4.4.1 General Requirements

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 2.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed monthly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. All irrigation shall run between 1:00 p.m. and 9:00 a.m. Any extension from this schedule shall be approved by the Owner.
- e. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

4.4.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system no less than once every month. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following daily reports:

- Activate each zone of the existing system.
 - Visually check for and replace any damaged heads or ones needing repair.
 - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
- b. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.
 - c. Any adjustments to the spray nozzles spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as needed basis as part of the base Scope of Services.
 - d. Test ground rods once a year for conformance to manufacture's specifications and provide a report to the Owner.
 - e. Perform periodic operation and communication test of the irrigation system.

4.4.3 Valve/Valve Boxes

- a. Provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- b. Ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, as per the original construction details.

4.5 Litter Removal

4.5.1 Trash Receptacles

- a. All trash receptacles and Doggie Pots throughout the Project site shall be emptied of trash a minimum of three times per week. All trash shall be disposed of off- site. Replacement liners shall be provided by the Contractor.
- b. Contractor shall provide pest control and disinfectant once per month or as directed by the Owner.

4.5.2 Landscape Areas

Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle.

4.5.3 Road Right-of-Way, Ponds, and Parks

Contractor shall monitor all road rights-of-way, storm water ponds, and parks areas once weekly to collect any litter and dispose the litter off-site.

5. UNSCHEDULED MAINTENANCE AND REPAIRS

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Agreement. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

5.1 General

The Contractor shall be responsible for all repairs unless directed otherwise by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and therefore shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one executed copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time and material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner shall include copies of invoices from others providing work or materials on the repair.

5.2 Damaged Facilities

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

5.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Aboveground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the Owner.

- d. Any damage on property due to wash outs created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 5.1.

5.3 Emergency Repairs

- 5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by either the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time and material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.
- 5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time and material basis.
- 5.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner.

5.4 Unscheduled Maintenance

The Contractor shall provide occasional unscheduled maintenance that is in Addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

- Raise the height of irrigation heads.
- Provide clean up and touch-up finishes (paint, stucco, etc.), as necessary for any hardscape item in response to vandalism or acts of God.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide site cleanup (litter removal, pressure washing, etc.) before and after community special events.
- Provide mowing of undeveloped areas.
- Provide selective weeding and pruning for existing wooded areas.
- Light bulbs in sign lights.

6. ADMINISTRATION/MAINTENANCE/OPERATIONS PROGRAM

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

6.1 General

- 6.1.1 This program shall be a comprehensive narrative and where applicable, graphic/diagrammatic explanation of policies and procedures, which shall govern the Contractor's Services provided under this Agreement as generally outlined in this Scope of Services. The program document shall contain key information relative to the major components described below.
- 6.1.2 The program document shall be presented in a three-ring binder using standard 8 ½ x 11 pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11 x 17 pages for diagrams and/or graphics that fold out if necessary. The document shall include as a minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data dispersal).
- 6.1.3 The program document shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.
- 6.1.4 The Contractor shall prepare draft copies of the document for review and comment by the Owner within thirty (30) calendar days of the notice to proceed with the Services.

6.2 Administration

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

6.3 Operations

- 6.3.1 The operations section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all operations/customer service matters generally described in the Scope of Services and as outlined below.
- 6.3.2 Organization charts for operations and customer service related functions. Include key personnel names, job titles, and phone numbers.
- 6.3.3 Policies and procedures related to emergency situations including 24-hour notification, emergency phone numbers, Contractor mobilization and response time (refer to Section 7.2, Emergency Response Program for further details), and so forth.
- 6.3.4 Policies and procedures related to the Contractor's safety program.

6.4 Maintenance

- 6.4.1 The maintenance section of the program document shall, at a minimum address those functions which are the responsibility of the Contractor related to all maintenance matters generally described in the Scope of Services and as outlined below.
- 6.4.2 Policies and procedures related to the irrigation system including an equipment guide list identifying each piece of operation equipment, using an appropriate numbering system, with a specific notation as to whether, in the event of an equipment failure, the unit must receive emergency corrective maintenance to maintain normal operation of the system.

The equipment identification shall specify as appropriate, the type of unit, make, model number, voltage, gpm, rpm, size, source for repair and/or spare parts, capacity, procurement source, purpose, and functions.

The Administration, Operation, and Maintenance Program shall be submitted by the Contractor for review and approval by the Owner's Program Manager. The Contractor shall modify the program as required by the Owner's Program Manager.

7. RESPONSE TIME

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

7.1 General

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

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

- Standard maintenance activity adjustments - varies; as directed by Owner
- Irrigation adjustments - 24 hours
- Standard repairs - one week
- Emergency repairs - three hours
- Unscheduled maintenance request - as needed, as soon as four hours
- Plant material replacement - two weeks

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

7.2 Emergency Response Program

The Contractor shall develop, implement, and maintain an emergency response program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Irrigation line breaks
- Equipment failures
- Chemical spills
- Additionally, the ERP shall address the following:
 - Responsible parties to be notified
 - Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
 - Procedures for notifying the Owner, District Manager, Property Manager the VillaSol community, and other utility companies affected by the listed emergency
 - Hurricane damage
- The contractor shall prepare, maintain, and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the Owner.

END OF SCOPE OF SERVICES

EXHIBIT C

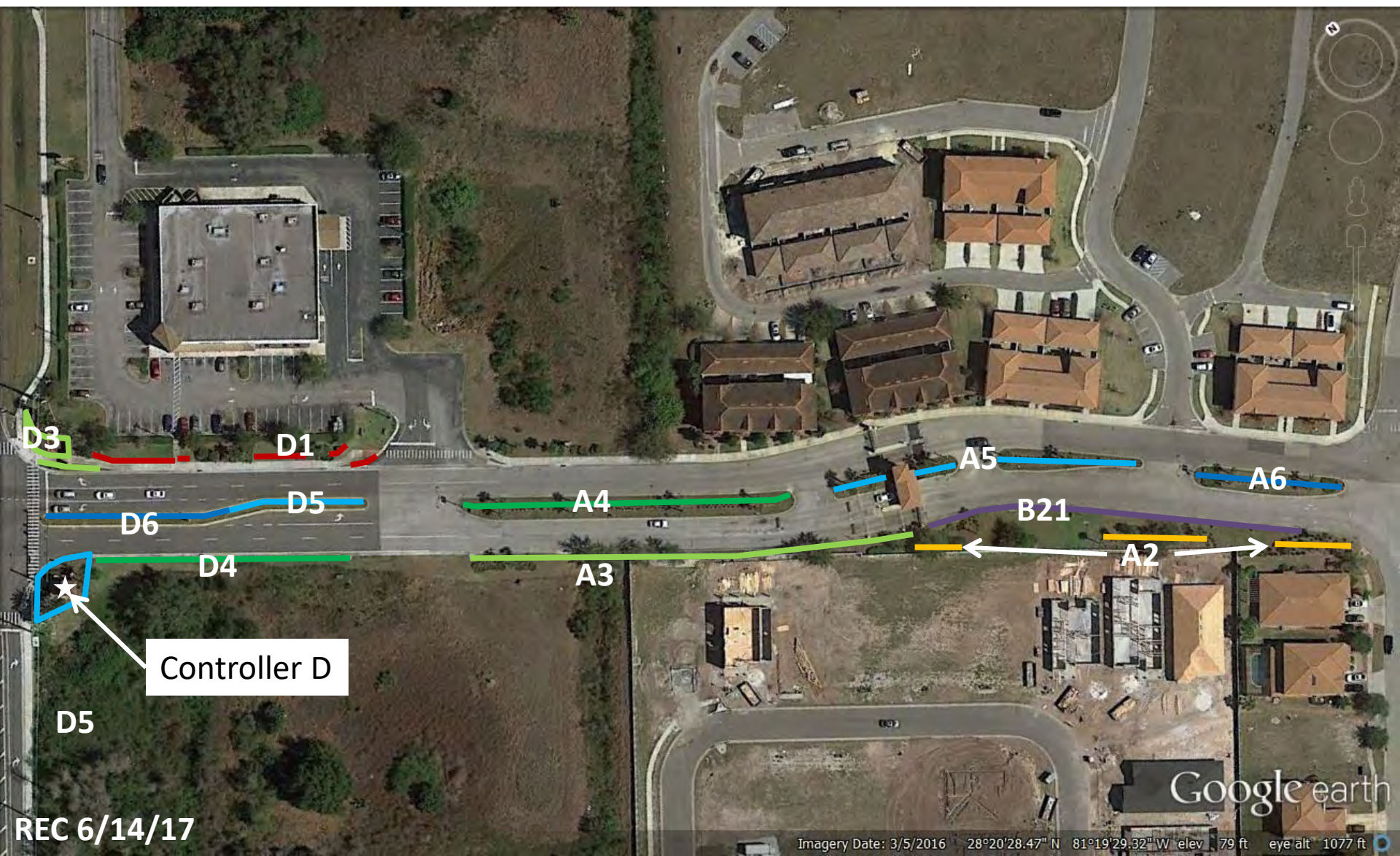
MAP

Controller A
21-sprays

Controller B
2-sprays 6-sprays
3-sprays
4-sprays
5-sprays

Controller D
1-spray 5-sprays
2-n.a 6-sprays
3-sprays
4-rotors

Villa Sol CDD 1

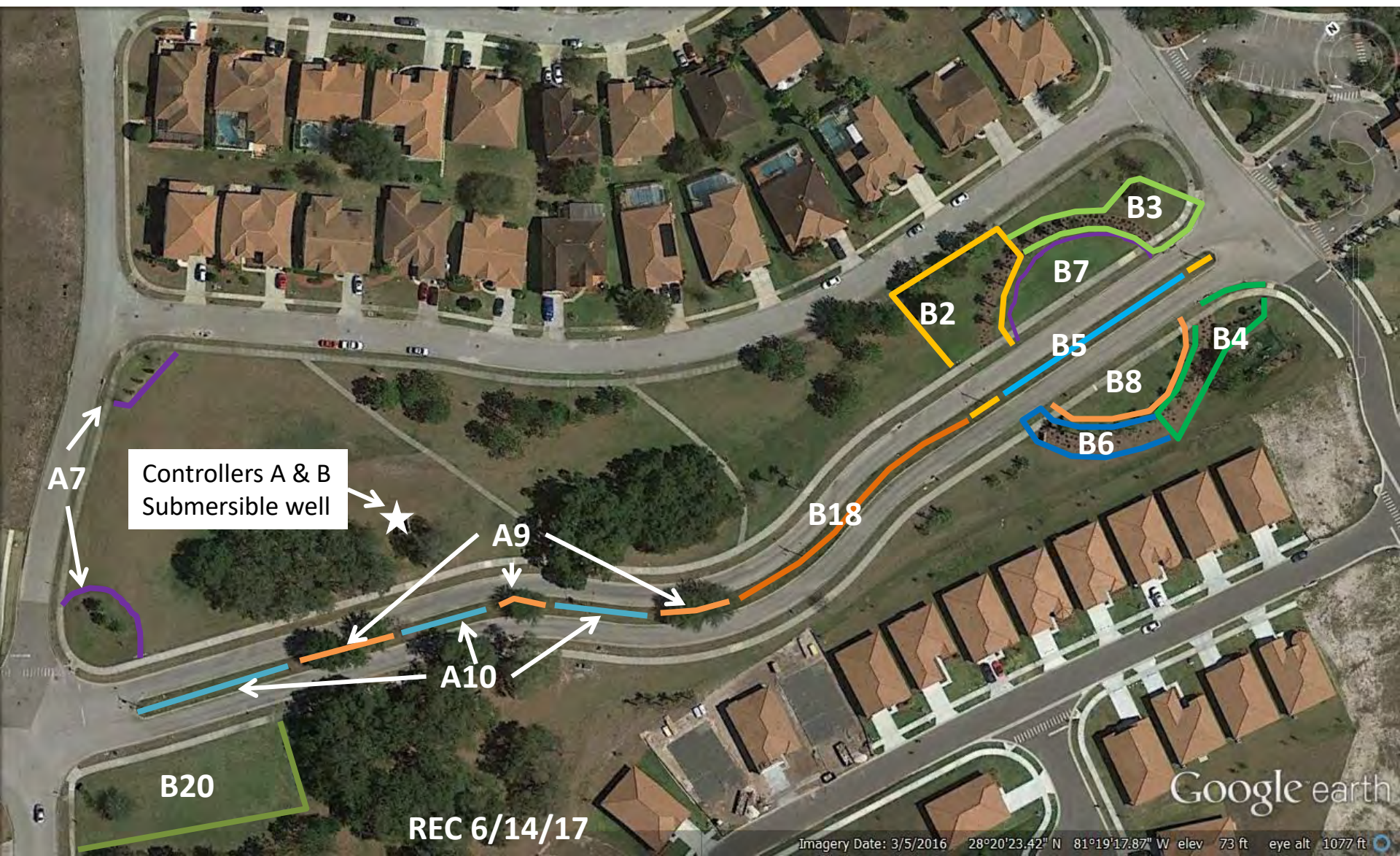


Controller D

REC 6/14/17

Controller A	Controller B	5-sprays	20-rotors
7-sprays	1-?	6-sprays	
8-?	2-sprays	7-rotors	
9-sprays	3-sprays	8-rotors	
10-sprays	4-sprays	18-rotors	

Villa Sol CDD 2

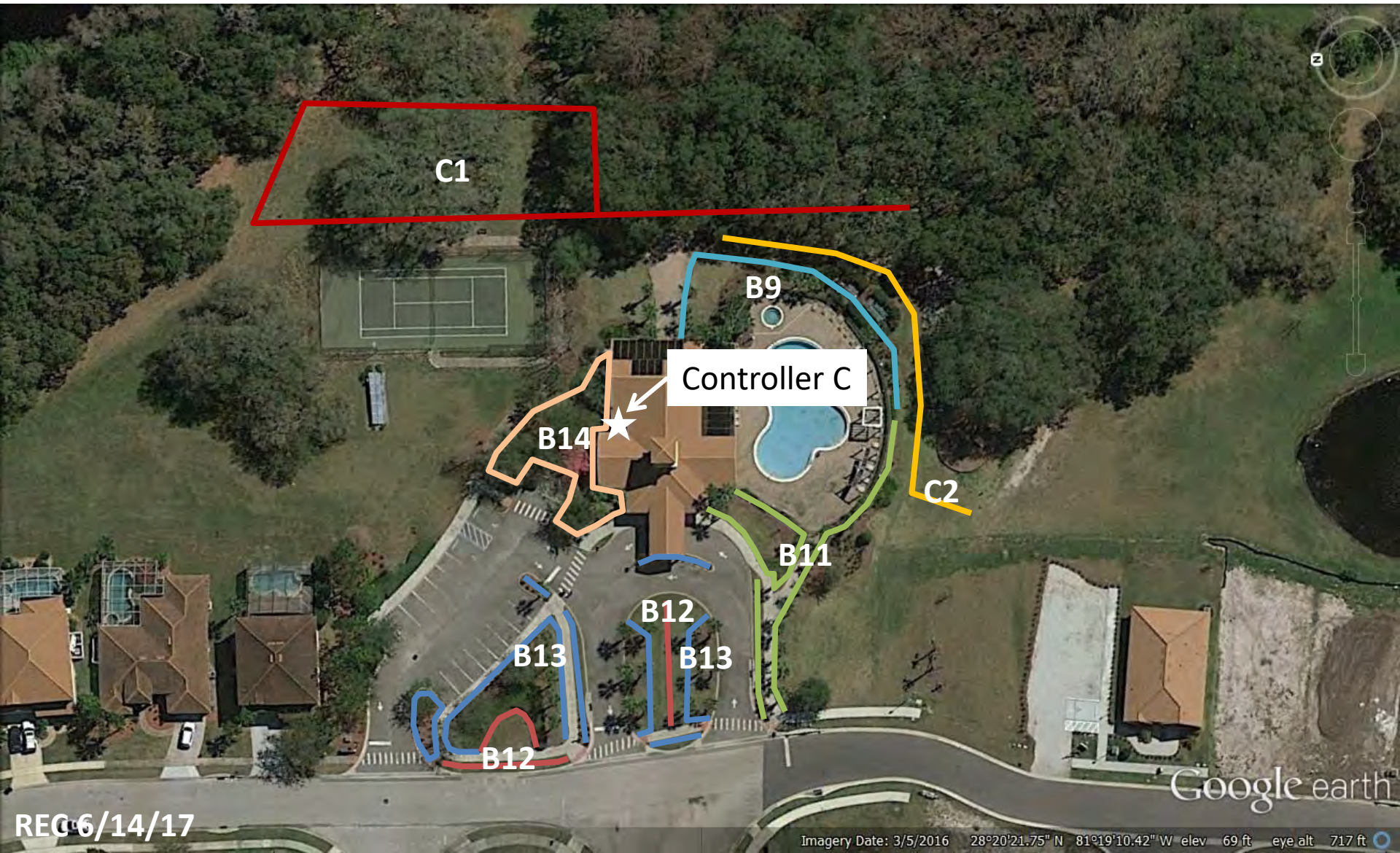


Controllers A & B
Submersible well

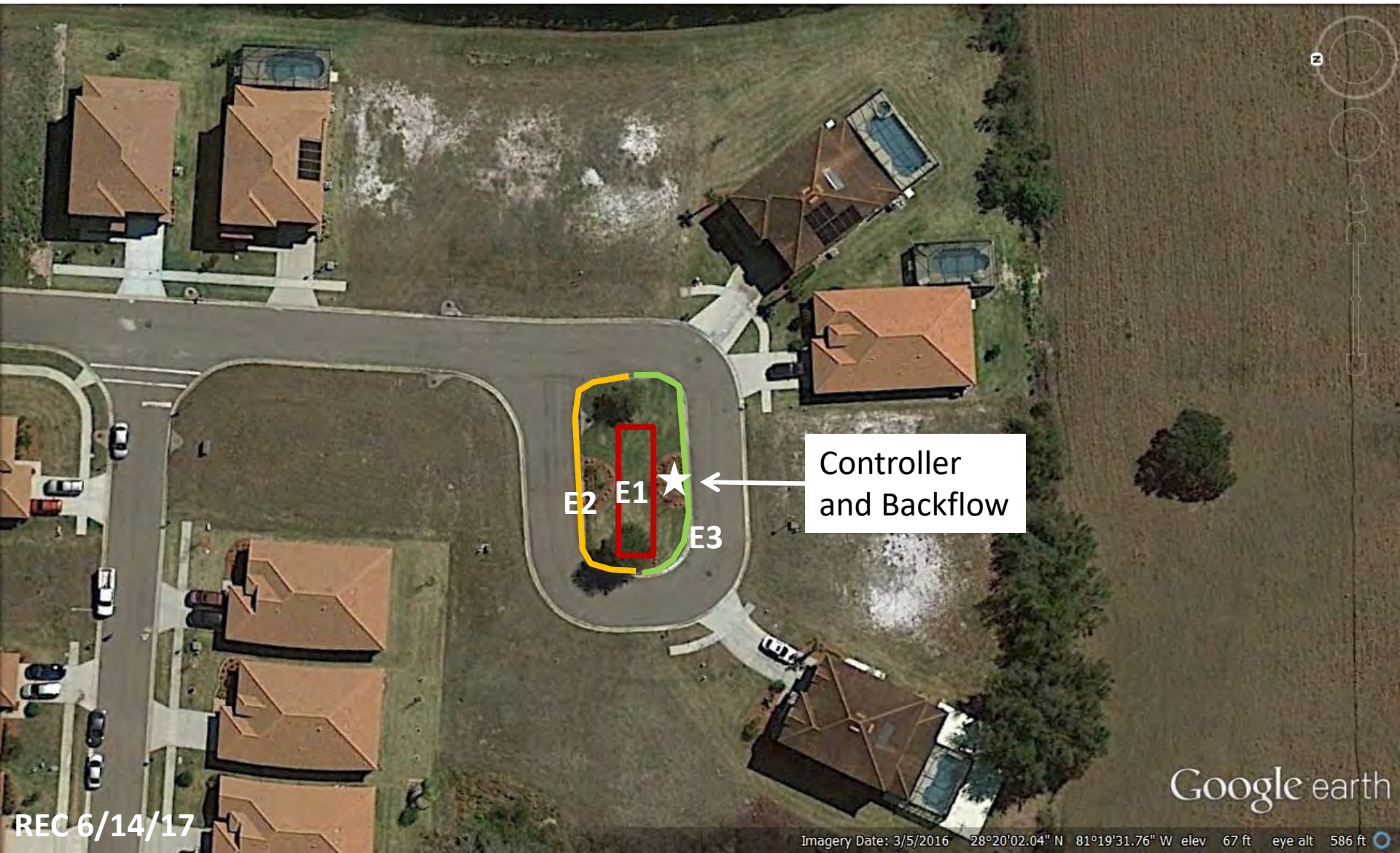
REC 6/14/17

Google earth

Controller B	13-sprays	Controller C	Villa Sol CDD	3
9-sprays	14-sprays	1-rotors		
10-?	15-?	2-rotors		
11-sprays	16-?			
12-sprays	17-?			



- 1-sprays
- 2-sprays
- 3-sprays



Controller and Backflow

E2 E1 E3



VILLA SOL



Landscape/Grounds Maintenance Services - RFP 2020-101

TASK	FREQUENCY	CONTRACTORS			
General Services		Capital Land	Servello	Bladerunners	Yellowstone
Mowing/Blowing/Edging	42	\$58,092.00	\$40,320.00		\$45,570.00
Weed/disease control	2				
Fertilization	3				
Doggy Stations Change	42				
Shrubs/Ground Cover Care	FREQUENCY	Capital Land	Servello	Blade Runners	Yellowstone
Fertilization	4	\$9,600.00	\$8,376.00		\$2,160.00
Pest/Disease Control	6				
Annuals	FREQUENCY	Capital Land	Servello	Blade Runners	Yellowstone
Seasonal Changes	4	\$6,360.00	\$6,240.00		\$5,120.00
Tree Care	FREQUENCY	Capital Land	Servello	Blade Runners	Yellowstone
Palm and Tree Trimming	2	Inlcuded under general services	\$7,308.00		\$3,250.00
					Once per year
Irrigation System Monitoring	FREQUENCY	Capital Land	Servello	Blade Runners	Yellowstone
Maintenance Checks	12	\$3,000.00	\$2,940.00		\$2,400.00
Mulch	FREQUENCY	Capital Land	Servello	Blade Runners	Yellowstone
	1	\$8,244.00	\$5,040.00		\$3,600.00
GRAND TOTAL		Capital Land	Servello	Blade Runners	Yellowstone
		\$85,296.00	\$70,224.00	\$64,800.00	\$62,100.00

Bladerunners did not itemize the tasks and included everything in one price.

7Ci.



261 Springview Commerce Drive
DeBary, FL 32713

11/2/2020

Ariel Medina
Villa Sol CDD
3050 Puerta Sol Boulevard
Kissimmee, FL 34744

Dear Ariel

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process.

Our company is dedicated to servicing your landscape initiatives.

The portfolio and proposal we are providing you includes the following information:

- A comprehensive, easy to read proposal
- Local and reputable references
- Documented proof of licenses necessary to perform our work
- Documented proof of insurance coverage
- Landscape Contract

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 386-753-1100.

Thank you,

Greg Wells

Greg Wells
Business Developer
Cell: 407-749-8145
Office 386-753-1100
Fax: 386-753-1106
Email: gwells@servellosoninc.com












Site: Villa Sol CDD
 3050 Puerta Sol Boulevard
 Kissimmee, FL 34744

Billing: Villa Sol CDD
 3050 Puerta Sol Boulevard
 Kissimmee, FL 34744

Fee Summary

Job #	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Total	Initial
 General Services														
42 visits per year 42 cuts per year	1,920.00	1,920.00	3,840.00	3,840.00	4,800.00	3,840.00	3,840.00	4,800.00	3,840.00	2,880.00	2,880.00	1,920.00	40,320.00	
 Horticultural Services - Turf														
4 Dedicated Visits 4 Applications		1,449.00			1,449.00			1,449.00			1,449.00		5,796.00	
 Horticultural Services - Tree/Shrub														
6 Dedicated Visits 6 Applications		430.00		430.00		430.00		430.00		430.00		430.00	2,580.00	
 Seasonal Annuals														
4 # of Change 800 # Annuals		1,560.00			1,560.00			1,560.00			1,560.00		6,240.00	
 Palm Tree Trimming														
2 # of Pruning 126 # of Palms			3,654.00							3,654.00			7,308.00	
 Mulch														
1 Times per year 112 Yards				5,040.00									5,040.00	
 Irrigation Maintenance Checks														
12 #of Inspections # of Zones	245.00	245.00	245.00	245.00	245.00	245.00	245.00	245.00	245.00	245.00	245.00	245.00	2,940.00	
Total Fee per Month	2,165.00	5,604.00	7,739.00	9,555.00	8,054.00	4,515.00	4,085.00	8,484.00	4,085.00	7,209.00	6,134.00	2,595.00	70,224.00	
Amortized over year	5,852.00	5,852.00	5,852.00	5,852.00	5,852.00	5,852.00	5,852.00	5,852.00	5,852.00	5,852.00	5,852.00	5,852.00	70,224.00	

OPTIONAL SERVICES - Per Requested Proposal Work*

*Optional Services Pricing - Per Requested Proposal Work Valid with Contract for the 8.2020 - 7.2021 Term

Servello
 Initials _____

NOTE:
 Actual schedules for ancillary services may be adjusted based upon contract starting dates.

Villa Sol CDD
 Signature _____

In the event of early termination for whatever reason, the balance of any ancillary services (general services (mows), horticulture, annuals (bedding plants), mulch (bedding dressing, Irrigation Maintenance, leaf clean up) included and amortized annually in the contract amount will be paid in full based upon the contract's termination date.

In the event that account is not kept current ancillary services will be rescheduled until account is returned to current status.
 Prices under optional services are based upon current prices and are not contracted prices. Prices may increase and you would be notified prior to beginning any work.





Landscape Service Agreement

We appreciate this opportunity to propose an annual program of landscape maintenance for:

**Villa Sol CDD
3050 Puerta Sol Boulevard
Kissimmee, FL 34744**

SERVICING

Servello will allot equipment, materials and labor to perform quality landscape maintenance as the conditions of the property indicate. All employees are in uniform during working hours to project a professional appearance while performing grounds maintenance services on your property. Servello is an equal opportunity employer and a drug-free workplace.

The work proposed includes all areas that have been landscaped. Natural areas are not included unless specified under additional services.

General Services

Number of Services per Year	Price per Service	Total
42	\$960.00	\$40,320.00

MOWING:

- Mowing will be conducted on a seven to fourteen day frequency depending on growing conditions.
- The turf will be cut at a height to ensure proper growth and to present a professional appearance.
- Retention ponds and lake banks will be mowed to where the turf meets the water. Areas under water or too wet to mow will be addressed when the ground dries out.

EDGING:

- Bed edges will be kept clean and well defined around flower beds, shrub beds, open beds and tree rings to prevent encroachment from turf grass and other adjacent plant material.
- Edging of all sidewalks and curbs will be done in conjunction with the mowing operations. Edging is to be defined as outlining and/or removing turf from the above-mentioned borders by use of a mechanical edger. Asphalt edging is not included.
- Landscape beds, tree rings will be edged every other mowing service to promote a healthier, more defined bed edge, and reduce expansion of landscape beds. Edging of beds that contain rock instead of mulch will be chemically edged to control excess growth.

LINE TRIMMING:

- Line trimming will be performed around posts, etc. during each visit.
- Trimming around obstacles within finished turf areas will be completed during each mowing visit by use of chemicals, a string trimmer or other mechanical means.

PAVED AREAS:

- Blowers will be utilized to clear debris generated from the performance of landscape services.
- Undesired growth between expansion joints, cracks and paved areas will be treated with herbicides or mechanically removed.
- Servello & Son, Inc. is not responsible for pavement surface conditions such as sidewalks, driveways, parking lots, etc.
- Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped areas will be kept clean of unwanted landscape debris by the use of forced air machinery.

PLANT BED AND SHRUB MAINTENANCE:

- Shrubs and hedges will be trimmed to maintain the natural shape and size of the plant.
- Sidewalks, passage ways, driveways and parking areas will be kept free of overhanging limbs as needed.
- Cutbacks for the reduction in height of plants for the purpose of painting, building clearance, size reduction, etc., is not included in the scope of work and will be addressed as additional work to be performed after authorization.
- Shaping and/or shearing the canopies of small trees is not part of the scope of this agreement.
- Detailing of planted areas will be in a sectional method with the frequency of rotation being set to completely detail the entire property once every three (3) visits. The detailing process will include trimming, pruning, and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers as well as defining of bed lines, tree saucers, and the removal of unwanted vegetation.

SMALL LANDSCAPE TREE CARE:

- Overhanging tree limbs will be maintained to a height of: 6'-8' for walkways, 8'-10' for parking areas, and 10' for roadways. Limbs larger than 1 ½ inches in diameter are not included in the scope of work and will be addressed by the Arbor Division as additional work to be performed after authorization.
- The maximum height of cut is eight (8) feet for walkways and ten (10) feet for vehicle traffic. The maximum limb size for removal is 1 ½ inches diameter. Any tree work beyond these specifications would be covered under "Arbor Services."
- Ligustrum, Hollies, and other ornamental trees will be pruned (up to eight (8) feet in height) in a manner so as to preserve their natural shape and growth characteristics, shearing is not within the scope of work. Suckers will be removed during the regular scheduled services.

WEED CONTROL:

- Weed control will require spot treatment of herbicides in beds.
- Weeds germinating in paved areas, covered by these specifications, will be chemically controlled.

DEBRIS REMOVAL:

- All landscaped areas shall be inspected on days of service and litter shall be removed. Landscape debris generated from our work will be cleaned from paved areas on days of service. This excludes fall leaf pickup from parking areas, sidewalks, etc. Debris will only be cleaned up in the areas where landscape maintenance was performed (clippings and related landscape debris).

Subtotal General Services

40,320.00

Horticulture - Turf

Number of Services per Year

4

Price per Service

\$1,449.00

Total

\$5,796.00

Servello will provide dedicated horticultural visits to determine and treat:

- Turf health and vigor.
- Turf damaging insects and disease.

- Fertilizers will be applied as needed to maintain a green and healthy appearance.
- St. Augustine turf shall be fertilized to maintain green healthy appearance. Rate shall be one (1) pound of nitrogen per 1,000 sq. ft. The fertilizer applications shall contain at least 50% of the nitrogen-derived from S.C.U. or I.B.D.U. Fertilizer will contain a minor element package formulated for St. Augustine turf.
- Herbicides will not be applied in turf area where weeds are so prevalent that re-establishing the turf is not possible, unless directed by the client.
- St. Augustine & Zoysia Turf grass will be regularly inspected for other turf damaging insects & diseases, once identified the turf areas will be treated on an as needed basis to control populations.
- Turf areas which have already been over taken with weeds to the point where re-establishing turf is beyond practicality, are not covered under these specifications.
- Retention areas, Bahia lawns and areas which stay wet, for extended periods of time, cannot be covered by these specifications.
- Insect control is limited to turf damaging insects only. Insect control does not cover pests such as: termites, fleas, rats, carpenter ants, etc.

Fire Ants

- Fire ant bait will be applied during mowing service & scheduled horticulture applications.

NOTE: Contractor shall not be responsible to warranty any turf for damages caused from any weed variety that is considered invasive (i.e. Crabgrass, Alexandergrass, Torpedograss, wild and common Bermuda varieties, Sedge Grass, Wedelia, Creeping Beegarweed). Contractor shall not be responsible to warranty any palm, tree or shrub for damages caused from any diseases or insects that is considered uncontrollable or not reasonably controlled (i.e. Root Rot, Phytothora, Vercillium Wilt, Asian Cycad Scale, Nematodes, Bores, Weevils, and Locusts).

Subtotal Horticulture - Turf

5,796.00

Horticulture - Tree & Shrub

Number of Services per Year

6

Price per Service

\$430.00

Total

\$2,580.00

Servello will provide dedicated horticultural visits to determine and treat:

- Shrub and small tree health and vigor.
- Shrub damaging insects and disease.

Ornamentals

- All small trees, shrubs and ground covers shall receive fertilization as needed to maintain a green and healthy appearance. Trees below ten feet (10') will be treated for insects and disease.
- All palms, excluding Sabal Palms, will be fertilized with fertilizer blended for palms. Once a year, Queen Palms shall be fertilized with a supplemental application of Granular Manganese Sulfate.
- Palms, small trees, shrubs, and ground cover shall be treated as needed to prevent micronutrient deficiencies.
- Shrubs, small ornamental trees, and ground covers will be regularly inspected for other shrub damaging insects & diseases. Once identified, the shrubs, small ornamental trees, and ground covers will be treated on an as needed basis to control insect populations.

•

Fire Ants

- Fire ant bait will be applied during mowing service & scheduled horticulture applications.

NOTE: Contractor shall not be responsible to warranty any turf for damages caused from any weed variety that is considered invasive (i.e. Crabgrass, Alexandergrass, Torpedograss, wild and common Bermuda varieties, Sedge Grass, Wedelia, Creeping Beegarweed). Contractor shall not be responsible to warranty any palm, tree or shrub for damages caused from any diseases or insects that is considered uncontrollable or not reasonably controlled (i.e. Root Rot, Phytothora, Vercillium Wilt, Asian Cycad Scale, Nematodes, Bores, Weevils, and Locusts).

Subtotal Horticulture - Tree & Shrub

2,580.00

Seasonal Annuals

Number of Services per Year

4

Price per Service

\$1,560.00

Total

\$6,240.00

SEASONAL ANNUALS:

- Frequency of Rotation
Per the frequency agreed to in the service agreement, the Contractor recognizes that bedding plants are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display. Contractor will obtain prior approval of plant selection from owner's representative before installation.
- Installation specifications
- All beds will be cleaned and hand or machine cultivated prior to the installation of new plants.
- A granular time-release fertilizer and granular systemic fungicide will be added to the bedding soil at the time of installation.
- Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- Should the annual beds require additional soil, a proposal will be presented prior to installation. All annuals to be installed will be 4" pots, unless otherwise specified.

Here are just a few examples of 4" inch annuals to choose from: Red Coleus, Multi-color Coleus, Yellow Coleus, Begonia, Blue Salvia, Petunias, Dianthus, Marigolds, & Pansies.

Subtotal Seasonal Annuals

6,240.00

Palm Tree Trimming

Number of Services per Year

2

Price per Service

\$3,654.00

Total

\$7,308.00

ARBOR SERVICES:

- Trees in pedestrian walkway areas will have a clearance maintained up to eight (8) feet in height. Trees along roadways, entrances and driveways will have a clearance maintained up to twelve (12) feet in height.
- Hardwood trees will be pruned as specified in the production plan, as required by location and species.
- Per contracted frequency, palm trees will be trimmed of excess fronds and cleaned of unwanted seedpods and debris.

Subtotal Palm Tree Trimming

7,308.00

Mulch

Number of Services per Year

1

Price per Service

\$5,040.00

Total

\$5,040.00

MULCH:

- The installation of mulch agreed to in the service agreement, including labor and materials will be provided.
- Additional mulch will be provided at an additional cost. (Playground mulch areas are not included in the mulch estimate).

Here are just a few examples of Mulch to choose from: Pine Bark, Pine Straw, Red Shredded Mulch, Cocoa Mulch

Subtotal Mulch

5,040.00

Irrigation Inspections - Hourly

Number of Services per Year	Price per Service	Total
12	\$245.00	\$2,940.00

IRRIGATION SERVICE AND INSPECTIONS:

- Irrigation Inspections will be performed as specified per the service agreement.
- Each inspection will include activating each zone and visually verifying and reporting any damaged heads or those requiring repair. All clogged and heads out of adjustment will be cleaned or adjusted. Broken heads, pipes, and valves will be flagged.
- Proposals will be generated to obtain written authorization for repairs (over and above routine maintenance) and/or recommendations to the system. Repairs, as well as service calls requested between scheduled visits, will be performed on a time and material basis.
- Service reports will be submitted for review upon completion. Please note, any damages that may be incurred by our company will be repaired at no extra cost.

Frequency of Service

It is hereby agreed that the Contractor will perform the following services on the scheduled visits.

Service Specifications

- Activate each zone of the system.
- Visually check for and report any damaged heads.
- Clean or adjust any heads not functioning properly.
- Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions and local laws.

Qualifying Statements

- Repairs that become necessary, that are over and above our routine maintenance contract will be done on a time and material basis.
- Service calls required between scheduled visits will be billed on a time and material basis.
- Contractor will not be held responsible for any accident that could arise from the overspray of water on hard surfaces.
- Contractor shall not be held responsible for damage/repairs due to minerals in water or water contamination.
- Damage to the sprinklers resulting from our crews working on the property (e.g., mower and edger cuts) will be repaired at no charge. We will not be responsible for damage caused by sprinkler systems that malfunction or have been broken.
- Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
- Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto building or parking areas.
- Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
- Servello & Son, Inc. irrigation technicians are trained in the maintenance and repair of Netafim irrigation lines. Due to low visibility, product design and possible root intrusion, we do not warranty plant material covered by this product.

Authorization for Repairs

Request for authorization should be submitted to the owner's representative for approval on all repairs in excess of \$200.00. Repairs less than \$200.00 will be made at the time of the inspection and billed at our standard customary time and material rates. A description of the problem, its location, and an estimate of the cost will be included.

Subtotal Irrigation Inspections - Hourly	2,940.00
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Project Total	\$70,224.00
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The following additional services, if not included in the service agreement, can be provided. Servello will submit a written proposal for approval. Upon written authorization, these charges will be billed separately and are due net upon receipt.

- Cut back of existing plant material to reduce overall size or to provide access to the buildings for painters, etc.
- A complete landscaping service is available to include plant and sod replacement, as well as new landscaping of added areas upon separate negotiation.
- Tree care that is not included in the scope of work will be addressed as additional work to be performed by the Arbor Division after authorization.
- Irrigation inspections are not included in the scope of work and will be addressed as additional work to be performed after authorization. An irrigation maintenance service contract is available and can be incorporated into the contract by addendum.
- Fertilization/Pest control is not included in the scope of work and will be addressed as additional work to be performed after authorization.
- Seasonal annuals are not included in the scope of work and will be addressed as additional work to be performed after authorization.
- Perennials are not included in the scope of work and will be addressed as additional work to be performed after authorization.
- Mulch and the replacement of mulch is not included in the scope of work and will be addressed as additional work to be performed after authorization.
- Additional mowing beyond the number of frequencies specified in the proposal will be performed after authorization for additional billing.
- Clearing or maintenance of natural areas and wood line encroachment will be performed after authorization for additional billing.

EXTRA SERVICE REQUESTS

Any extra services can be requested and will be billed accordingly. A proposal for services will be submitted and will require approval prior to the initiation of such projects. This would include, but is not limited to, pruning shrubs away from building for construction or painting, pest control treatments beyond the scope of contract, transplanting plant materials, irrigation inspections, storm clean-up, removal of leaves, etc.

SPECIFIC EXCLUSIONS

- Servello & Son, Inc. is not responsible for hazardous conditions or any damage done by third parties, owner neglect, acts of nature (e.g, inclement weather, fire, freezes, etc), areas that are continually wet or are underwater for extended periods of time, theft, falling tree limbs/fronds, burrowing animals, hazardous grade conditions, vandalism, affecting the property defined in this agreement.
- Contractor shall not be responsible to warranty any turf replacement for damages caused from any weed variety that is considered invasive (e.g., Crabgrass, Alexandergrass, Torpedograss, wild and common Bermuda varieties, Sedge Grass, Wedelia, Creeping Beegarweed).
- Contractor shall not be responsible to warranty any palm, tree, or shrub replacement for damages caused from any diseases or insects that are considered uncontrollable or not reasonably controlled (e.g., Root Rot, Phytothora, Vercillium Wilt, Asian Cycad Scale, Nematodes, Bores, Weevils, and Locusts).
- Clean up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees is not covered under this agreement, but will be priced separately if it should become necessary.
- Servello & Son, Inc. cannot be responsible for groundcover beds that are infested with weeds. The roots of the weeds intertwine with the ground cover roots making control impossible. A separate proposal will be provided for the removal of weed infested groundcover beds and replacement, after the soil has been replaced or treated.
- Servello & Son, Inc. is not responsible for wood line encroachment.
- Every attempt will be made to ensure sprinkler heads are positioned so water does not spray directly onto buildings or parking areas. Servello & Son, Inc. will not be responsible for any incidences which could arise from the overspray of water or landscape damage caused by mandatory water restrictions. Servello & Son will not be responsible for grade levels around irrigation system, parts or damage of any kind, caused by sprinkler systems.
- Servello & Son will not be responsible for wires, cables, pipes, or anything else that may be either underground, entwined within the root system, hung on or through plants being worked on, or otherwise in conflict with the completion of services. The property owner agrees to ensure that all such items are marked or removed prior to the start of the job.
- Servello & Son will not be responsible for damage caused by drought, disease or insects in the absence of an agreement to provide complete irrigation and horticultural services within the scope of services defined herein.

NON-SOLICITATION OF EMPLOYEES

The Client will not directly or indirectly approach, solicit, entice, or attempt to approach and solicit any of the employees of the Contractor or its Affiliates to leave the employment of the Contractor or use the employees outside of the scope of services of the contract between the parties (side work).

It is agreed by the parties that the actual damages which might be sustained by the Contractor by reason of the breach of the Client of his promise of non-competition and non-solicitation are uncertain and would be difficult to ascertain. It is further agreed that the sum of ten thousand and no/100 dollars (\$10,000.00) or 10% of the total contract price (whichever is greater) would be reasonable and just compensation for such a breach. The Client hereby promises to pay and the Contractor hereby agrees to accept such sum as liquidated damages and not as a penalty in the event of such breach.

INSURANCE

Servello & Son, Inc. maintains a \$5,000,000 liability policy covering personal and property damage issued under Auto-Owners Insurance Company. For "Additionally Insured" requests, the cost will be passed on to the customer. A certificate of insurance will be provided upon acceptance of this Agreement. Our employees are covered under workers compensation through Florida Retail Federation (administered by Summit) and we actively participate in a companywide safety program.

GOVERNING LAW

It is mutually agreed and understood that all matters between the parties hereto, including any matters pertaining to the terms of this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and to performance, and that any action at law, suit in equity or judicial proceeding between the parties, including but not limited to the enforcement of this contract, or any provision thereof, shall be instituted and maintained in any court of competent jurisdiction in or for Volusia County, Florida. The parties hereto by executing this Agreement expressly waive the right to trial by jury. The parties agree that the prevailing party in any litigation between the parties hereto, including any appeals, shall be entitled to recover all attorney's fees incurred, court costs and other expenses, whether or not taxable by the court as costs in addition to all other relief to which the prevailing party is entitled. By executing this Agreement, the Client agrees that if the Contractor retains counsel to collect any sums due and owing from the Client, the Contractor shall be entitled to recover all attorney's fees incurred regardless of whether or not suit is filed.

NOTICE OF DEFICIENCY

The Client shall notify the Contractor in writing within seven (7) days of the discovery that any work performed by the Contractor is deficient and the Client's failure to do so shall be consider a waiver of the right to object to the quality of Contractor's work.

RENEWAL

This contract shall automatically renew for additional twelve (12) month terms without notice. Either party may prevent automatic renewal by delivery of a Notice of Intent to Cancel by certified mail to the other party no less than thirty (30) days prior to the termination date of this contract or any renewal term. Unless otherwise negotiated in advance each renewal term shall include a contractual fee increase not to exceed three (3) % over the existing contract amount.

CANCELLATION

This contract may be canceled by either party with cause by delivery of a Notice of Cancellation for Cause by certified mail to the other party, which notice shall have an effective date of no less than thirty (30) days after delivery of the Notice of Cancellation. The Notice of Cancellation for Cause shall provide the itemized basis for cancellation and the other party shall have fifteen (15) days to cure. If the deficiency is cured timely, the Notice of Cancellation for Cause shall be deemed canceled and withdrawn and the contract shall remain in full force and effect. In the event of early termination for cause a final adjusted invoice for the balance due for any completed services included and amortized annually (including but not limited to general maintenance, horticulture, mulch (bed dressing), annuals, palm tree trimming, irrigation maintenance, leaf clean up) under this contract will issue and shall be payable upon receipt in addition to any other past due balance, if any.

PAYMENT AND TERMS

Servello & Son, Inc. agrees to perform the work in the manner described for the annual amount of **\$70,224.00** payable in monthly installments of **\$5,852.00**

All monthly installments are due on the first day of each month of service and are considered past due after 30-days. **In the event payment is not received timely Servello & Son, Inc., reserves the right to either suspend the performance of all work until it receives payment of any overdue installment or cancel the Landscape Service Agreement without notice in which the balance of all completed services, billed or unbilled, including those amortized annually, will be immediately due and owing.** A service charge of 1.5% per month will be applied to all overdue installments. All payments are to be mailed to: Servello & Son, Inc., 261 Springview Commerce Drive, DeBary, Florida 32713.

This price is effective for 30 days.

Upon acceptance, please initial each page, sign, and return a copy of the agreement to Servello & Son, Inc. Thank you.

**APPROVED AND ACCEPTED FOR:
Villa Sol CDD**

By: _____

Title: _____

Date: _____

Contract Start Date: _____

Servello & Son, Inc.
261 Springview Commerce Drive
DeBary, FL 32713

By: _____
Gregory Wells

Date: _____

We believe our clients say it best!

Kristen Suit
District Manager
Vista Lakes CDD
6206 Bristol Channel Way
Orlando, FL 32829
407-566-4378 Ext. 64135



Valerie Rogers
LCAM, Property Manager
Heritage Estates Garden Homes
11701 Heritage Estates Avenue
Orlando, FL 32825
407-275-9095



Jeffrey Messer
Board President
**Parkside Townhomes at
Venetian Bay**
3571 Romea Dr
New Smyrna Beach, Fl 32168
207-838-5994



*Please contact us to schedule your tour of our
properties.*



Peace of Mind



Before interviewing, all potential team members are drug tested & we perform criminal background checks.



Uniforms

ALL Servello Staff wear uniforms during working hours with a visibly listed name of the company.



We are committed to providing you with the best staff in Central Florida.



Our disaster relief plan quickly addresses your needs immediately after a storm.

Resources:

- *Staff of 100+ employees*
- *Fleet of over 50 trucks*
- *Extensive supply of equipment*
- *Onsite fuel source of over 1500 gallons*
- *Office generators*

Our team will be there to support you!

To Clear roadways, Remove immediate dangers & Make your property safe.



We believe our reputation is your reputation and we want to earn your trust.



Servello has been exceeding industry standards in the area of quality and dependability in Central Florida for over 25 years!

We provide a complete range of landscape services:

Maintenance

Landscape Design

Fertilization & Pest Control

Irrigation

Tree Care



*Orlando District 6
Beautification Award.*




*Arthur Rood Award for
Excellence.*



*FNGLA State Award for
Landscape Installation over
\$500,000.*





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

Registration No.: AD880
Issue Date: April 14, 2020
Expiration Date: April 25, 2021

License as Dealer in Agriculture Products


POST CERTIFICATE
CONSPICUOUSLY

Section 604.15-604.30, Florida Statutes

SERVELLO & SON, INC.
261 SPRINGVIEW COMMERCE DR
DEBARY, FL 32713-4838

Nicole Fried
NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

IRRIGATION & PUMP CERTIFICATE OF COMPETENCY
VOL # 98112301
GREG SERVELLO
SERVELLO & SON, INC.



NAME

Failure to renew license by expiration date will result in discontinuance of permit issuance!
EXPIRES: 09/30/2021

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date June 9, 2020	File No. JF114261	Expires June 1, 2021
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THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2021**

Lawn and Ornamental

GREG JOSEPH SERVELLO
265 VALHALLA DR
DELAND, FL 32724

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date April 2, 2020	File No. JB115501	Expires March 31, 2021
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THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **March 31, 2021**

AT

261 SPRINGVIEW COMMERCE DRIVE
DEBARY, FL 32713

Lawn and Ornamental

SERVELLO
261 SPRINGVIEW COMMERCE DRIVE
DEBARY, FL 32713

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

State of Florida
Woman Business Certification

Servello & Son, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/01/2019 to 04/01/2021

Joni Pugh
Joni Pugh, P. Sc.D., Secretary
Florida Department of Management Services

office of supplier
diversity

Office of Supplier Diversity • 4750 Esplanade Way, Suite 302 • Tallahassee, FL 32399 • 850-487-3915 • www.dsmr.state.fl.us/osd

Other Certifications:





Certificate of Insurance

We are fully insured with Commercial Liability Insurance and Worker's Compensation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2019

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 Brown & Brown of Florida, Inc. 220 South Ridgewood Avenue Daytona Beach FL 32114	CONTACT NAME: Elinn Peacock	
	PHONE (A/C, No, Ext): (386) 252-9601	FAX (A/C, No): (386) 239-5729
	E-MAIL ADDRESS: Epeacock@bbdaytona.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ALLIED Property and Casualty Insurance Company		42579
INSURER B : Auto-Owners Insurance Company		18988
INSURER C : National Union Fire Insurance Company of Pittsburgh PA		19445
INSURER D : Oak River Insurance Company		34630
INSURER E : XL Specialty		37885
INSURER F :		


COVERAGES CERTIFICATE NUMBER: 19-20 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	ADULT SUBR INSD WWD	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 <input checked="" type="checkbox"/> PESTICIDE OR HERBICIDE COV. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GLPO3056397771	12/11/2019	12/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		9542914403	12/11/2019	12/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		BE011054926	12/11/2019	12/11/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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 <input type="checkbox"/> N/A	138320	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	INLAND MARINE		UM00081947MA19A	12/11/2019	12/11/2020	LEASED/RENTED \$60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE NOTES FOR POLICY COVERAGE FORMS

SAMPLE

CERTIFICATE HOLDER	CANCELLATION
SERVELLO & SON 261 SPRINGVIEW COMMERCE DR. DEBARY FL 32713	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 



To provide our clients with quality, cost effective service in all areas of landscape maintenance.

To build and maintain strong client and employee relations.

To provide employees with goals and opportunities to advance and grow.

“Always Providing Solutions.”



7Cii.

Landscape Maintenance Services Proposal

prepared for

VillaSol Community Development District

June 2020



YELLOWSTONE
LANDSCAPE



407.396.0529 tel
407.396.2023 fax

1773 Business Center Ln.
Kissimmee, FL 34758

www.yellowstonelandscape.com

June 26th, 2020

Ariel Medina
Inframark
313 Campus Street
Celebration, FL 34747
Ph. 407-566-4122

Re: Landscape Maintenance Services Proposal for VillaSol CDD

Dear Mr. Medina,

Thank you for considering a partnership with Yellowstone Landscape as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **VillaSol CDD**. We call this your Plan for Success™ because our integrated service plan has been designed to give you a landscape that you can be proud of.

Your Plan for Success™ includes the following sections:

- **Startup Plan:** Actions we will take in the first 30, 60 and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Work:** Exhibit B and map provided to us in RFP
- **Experience:** Information about our company's qualifications, capabilities and values.
- **Licenses and Certifications:** All current licenses and certifications held by our local staff.
- **Pricing Breakdown:** Pricing for maintenance services on provided pricing sheets

If you have any questions after reviewing our proposal, please contact me at any time. I would welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,

Pete Wittman
Business Development Manager
pwittman@yellowstonelandscape.com
407.319.8298



Start-up Plan



Startup Plan

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving. We've divided the tasks over the first 30, 60, and 90 days of service in order to provide you with a tool to monitor and measure our team's performance as we begin our partnership as your landscape maintenance service partner.

First 30 Days

- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, blowing and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds and entrance features)
- Replace annuals that are in decline
- Lift trees around front of Clubhouse. Some are very low and you have to duck to walk along sidewalk
- Spot treat weeds in turf areas to be reclaimed
- Discuss options for turf areas beyond reclamation
- Continue weed control in planting beds
- Apply fertilizer to struggling shrubs on the property
- Begin insect and disease program on all plant material
- Perform first turf fertilizer application
- Walk Property with Property Manager to identify other areas of concern

Days 31-60

- Walk property with Property Manager to evaluate improvements
- Evaluate our "Approach to Services" and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance – mowing, blowing and edging
- Retreat turf weeds
- Continue RoundUp applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Discuss options to improve "curb appeal" in high profile areas

Days 61-90

- Walk property with Property Manager to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans.
- Continue irrigation maintenance/inspections
- Continue turf weed applications as needed
- Monitor and treat insect and disease problems in plant material throughout property
- Continue routine maintenance – mowing, blowing and edging



Scope of Work

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Scope listed on following pages is from another CDD,
but all scope applies with some minor changes. Changes
highlighted in Red

EXHIBIT B

Scope of Services

1. Project Scope
 - 1.1 General Overview
 - 1.2 CDD Development

2. General Contractor Requirements and Procedures
 - 2.1 Operation Procedures
 - 2.2 Key Personnel
 - 2.3 Personnel Dress Code
 - 2.4 Personnel Conduct
 - 2.5 Safety Program
 - 2.6 Facility Location
 - 2.7 Subcontractors
 - 2.8 Consultants
 - 2.9 Document Control and Data Maintenance
 - 2.10 Verification of Data
 - 2.11 Ownership of Data
 - 2.12 Quality Control

3. Coordination
 - 3.1 General Coordination
 - 3.2 Contractor's Project Manager

4. Scheduled Operations and Maintenance
 - 4.1 Turf Care
 - 4.2 Shrubs/Ground Cover Care/Annuals
 - 4.3 Tree Care
 - 4.4 Irrigation System

5. Unscheduled Maintenance and Repairs
 - 5.1 General
 - 5.2 Damaged Facilities
 - 5.3 Emergency Repairs
 - 5.4 Unscheduled Maintenance

6. Administration/Maintenance/Operations Program
 - 6.1 General
 - 6.2 Administration
 - 6.3 Operations

7. Response Time
 - 7.1 General

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1. PROJECT SCOPE

The Contractor shall provide landscape, irrigation and general grounds maintenance for Country Greens Community Development District.

1.1 General Overview

The district is a local special purpose government which was established pursuant an ordinance enacted, ordered and approved by Lake County.

The CDD areas to be included in this landscape and ground maintenance Scope of Services are generally defined as all the public lands within Country Greens. These areas and elements include public parks, roadway shoulder areas (landscape, irrigation, and sidewalks), stormwater management ponds, roadway bridges, culverts and headwalls. These areas are highlighted in light & dark blue, on the attached map.

2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

2.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and unless specified otherwise or directed by the Owner. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the Owner.

2.2 Key Personnel

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

2.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Project Manager shall serve as the point of contact between the Owner and Contractor. The Project Manager shall be responsible for coordinating all scheduled services with the Owner and for the timely scheduling of unscheduled maintenance services.

2.2.3 Contractor shall provide at least one (1) Field Supervisor to observe and monitor the daily activities including landscape, irrigation, and general grounds maintenance operations.

2.3 Personnel Dress Code

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The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

2.4 Personnel Conduct

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

2.5 Safety Program

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

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

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

2.6 Facility Location

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

2.7 Subcontractors

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

The contractor shall notify the owner of any subcontractors to be used on the property. The owner will have the right to reject any subcontractors.

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- The Contractor shall be responsible for, and coordinate with, the services of any of its subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the contract documents.

2.8 Consultants

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

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the contract documents.

2.9 Document Control and Data Maintenance

2.9.1 Document Control

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

2.9.2 Data Maintenance

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

2.9.3 Highlight Report

The Contractor shall provide to the Field Manager a highlight report identifying monthly maintenance and unscheduled maintenance activities for the previous month. The highlight report shall be provided 15 days prior to each Board meeting and shall contain information helpful to the District and its staff as it relates to all landscape maintenance issues.

2.9.4 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

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

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

2.10 Verification of Data

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

2.11 Ownership of Data

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

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

2.12 Quality Control

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor's Services and materials, which in the Owner's opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from the irrigation system as directed by the Owner. All replacements shall meet the current size, specification, and quality of surrounding related material. Any other CDD items damaged due to Contractor's negligence shall be repaired or replaced as directed by the Owner at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Owner.

If requested by the Owner, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will

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make repairs and adjustments, as directed by the Owner, during these site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the Owner outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week.

3. COORDINATION

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

3.1 General Coordination

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

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

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

- CDD District Manager
- CDD District Engineer
- CDD District Representative
- CDD Aquatic Weed Control Maintenance Contractor
- Lake County and its various departments
- Florida Department of Transportation
- Adjacent property Owners, as directed by the Owner

3.2 **Contractor's Project Manager**

Contractor shall designate an onsite representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of

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contact between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (cellular phone) and shall respond to such calls within twenty minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by Owner.

4. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, as required in this Agreement. The Contractor shall make a complete site inspection of Country Greens, specifically the areas of CDD maintenance. The attached map includes maps identifying the general limits of CDD maintenance by area. All landscaping (entry features) within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

4.1 Turf Care

4.1.1 Mowing

- a. All lawns, located in developed areas, including Zoysia St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October and once every other week from November through February. Mowing shall be performed at a minimum frequency of 42 times a year. **St Augustine 42 mows, Bahia 34-36 mows per year**
- b. Turf areas shall be cut to a height of no more than three (3-4) inches nor less than two and one-half (2 ½) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

4.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as

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outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.

- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufactures guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance, Clippings shall not be blown or swept into drainage basins or ponds.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.), along roadways as required by federal, state or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

4.1.3 Trimming

All areas inaccessible to mowers, and/or otherwise unmowable due to trees, light poles, chain-link fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within 6" of any vinyl fence posts and for crack weeds on roadways and sidewalks. All other chemical use will not be permitted unless approved by Owner.

4.1.4 Weed and Disease Control

- a. Two (2) applications (full coverage) of weed and disease/fungus control shall be provided in the month of March and November of each year for all St. Augustine and Bahia areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be preformed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 4.2.2.
- b. Turf areas shall be continuously monitored for infestations of disease/fungus, and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.

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- c. All state and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied when the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for Zoysia, St. Augustine. Bahia shall be fertilized three (3) times per year upon request. Additional applications of micronutrients may be needed in July or August for St. Augustine turf. Analysis, scheduled applications, and application rates per 1000 s.f. shall be approved by the Owner and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application, and should always meet the specific site conditions. The minimum application rate shall be 1 lb. of Nitrogen per 1000 s.f. per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- c. A state inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- d. To maintain uniform turf color, fertilization shall be completed within ten (10) working days for Phase 1 in its entirety.
- e. All fertilizers shall be kept out of canals and stormwater retention ponds and be removed immediately from all sidewalks and roadways.
- f. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- g. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.

- h. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.1.6 Pest Control

- a. The Contractor shall provide four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for Zoysia and St. Augustine, and two (2) applications of insect control per year in May and July for Bahia. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

4.1.7 pH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil tests and the pH adjustments shall be considered part of the base Scope of Services.

4.2 Shrubs/Ground Cover Care

4.2.1 Pruning

Detail will be performed every 3-4 weeks. 12-17x per year

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of every ~~two (2) weeks~~. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice-to-proceed.

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- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least 3' full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February - April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- l. A schedule for pruning shall be submitted within 30 calendar days of the notice-to-proceed with the Services for Owner's approval.
- m. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

4.2.2 Annuals

Contractor shall be responsible for pricing installation of four (4) annual rotations. All annuals shall be 4" container-grown Grad "A: plants with multiple blooms at the time of installation. All prices should be including soil amendments, mulch, labor, taxes, etc. association with installation. All plants should be in bloom at time of planting. Specific colors and varieties shall be mutually agreed upon prior to installation. Contractor is responsible for the spacing of seasonal plants as shown below:

- a) Distance away from curbs, turf lines, etc. annuals 10"
- b) On center (o.c.) spacing, annuals 10"
- c) November and December, place order early

4.2.3 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds, to a level that is acceptable to the Owner, by hand pulling or chemical means, as environmental, horticultural, and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.
- b. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.
- d. Spray of weeds in street cracks, between curb and asphalt at all roads and any CDD sidewalks within the maintenance area.

4.2.4 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May, and October). Analysis shall include a trace element of iron, magnesium, zinc, and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 SF of bed area.
- c. Fertilizers shall have the following:
 - 1. Forty- percent nitrogen derived from ammonium sulfate; 60% from controlled release.
 - 2. A ratio of nitrogen to potassium at 1 to 1.
 - 3. Two percent iron - minimum.
 - 4. Two percent magnesium - minimum.
 - 5. One percent magnesia - minimum.
 - 6. Three percent phosphorous - minimum.

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7. Include elements of calcium, boron, copper, zinc, and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A state inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.2.5 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October, and December. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with federal, state, and county directives on environmental control and carry an EPA approval number.

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- e. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

4.2.6 Mulching

Premium grade pine bark mulch shall be installed once a year in November at a depth of 1½” to 2”. Mulch in excess of 2” shall be removed from the planting areas.

4.2.7 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground covers as per section 4.1.7.

4.2.8 Annuals

December through March

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf (Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline

April through June

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias(of the Profusion or Zahara series)

July through November

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias(of the Profusion or Zahara series), Farinacea Salvia, and Torenia

November and December

Red and white petunias

** Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph’s coat or Geraniums

4.3 Tree Care Palms will be pruned 1x/year

Tree care shall pertain to all trees located in CDD common areas and rights-of-way.

4.3.1 Pruning

- a. Street tree pruning shall occur on all of the trees 2 times per year on a rotating schedule. The trees shall be thinned and lifted in order for the trees

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to mature structurally to avoid traffic notching and a top heavy appearance. Larger live branches may have to be removed. Any trees that are being damaged by vehicular traffic due to low hanging branches must be pruned immediately.

Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.

- b. All street trees shall be pruned over roadways on an as needed basis to a minimum height of 14' to allow for emergency vehicle access and minimum height of 8' over sidewalks for pedestrian access and 5' away from any structure, building or residences trees shall be pruned away from street lights to allow for proper roadway lighting. Lifting of trees shall be kept consistent for proper tree character.
- c. Remove all sucker growth from base of trees on a regular basis. Remove any limbs, which in the Owner's opinion, poses a threat to public safety. Provide specific pruning practices, unless otherwise directed by the Owner, for the following items:
 - Oaks - Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
 - Crape Myrtle - Crape Myrtles shall be trimmed on the sides.
 - Wax Myrtle - Wax Myrtles shall be tipped mildly in January, cleaned at the base to 2' clear trunk and dead wood removed.
 - Holly - Burford Hollies shall be kept full headed, and pruned only to bring clear trunk level to 2' above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Severe shearing into "pyramids or lollipops" shall be avoided.
 - Ligustrum - Hand clipped for natural form. Severe shearing into "globes" shall be avoided, unless directed by the Owner.
 - Magnolias - Prune only sucker growth and to maintain an attractive, clear trunk appearance.
 - All Palms - Condition and appearance of booted trunks shall be monitored monthly and clean-up/boot removal shall be provided as directed by the Owner. Once the fronds have drooped to a 8:00 to 4:00 angle, the Contractor shall remove the fronds to a maximum 9:00 to 3:00 angle. Fronds shall be removed a minimum two (2) times per year.
- d. Trees located in buffer areas shall be pruned once (1) per year. These trees shall be pruned to promote dense canopy for screening and to provide a neat appearance. The Owner shall provide specific instructions for pruning trees in buffer areas.

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- e. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).
- f. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
- g. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- h. Selective pruning and shaping shall be performed as needed to expose landscape lights. Street lights and regulatory signage.

4.3.2 Fertilizer

Trees shall be fertilized as per the requirements of 4.2.3. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

4.3.3 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 4.2.4.

4.3.4 Mulch

All individual isolated trees shall have their tree ring re-mulched as per requirements of 4.2.5.

4.3.5 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 4.1.7.

4.4 **Irrigation System**

4.4.1 General Requirements

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 2.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.

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- c. Automatic irrigation system will be updated monthly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

4.4.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system no less than once per month. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following:
 - Activate each zone of the existing system.
 - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
 - Fix any broken pipes, valves or irrigation heads the same day of inspection.
- b. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.
- c. Any adjustments to the spray nozzles spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as needed basis as part of the base Scope of Services.
- d. Notify the Owner if there are any major repairs, such as mainline or controller to be fixed.

4.4.3 Valve/Valve Boxes

- a. Provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- c. Ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean.
- d. All repairs shall be done in a timely manner.
- e. The CDD will pay for materials, no labor except as indicated on 4.4.2 d

4.5 Litter Removal

4.5.1 Landscape Areas

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Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle.

4.6.2 Road Right-of-Way, Ponds.

Contractor shall monitor all road rights-of-way, storm water ponds, and parks areas once weekly to collect any litter and dispose litter off-site.

5. **UNSCHEDULED MAINTENANCE AND REPAIRS**

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Agreement. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

5.1 **General**

The Contractor shall be responsible for all repairs within all limits of work, within the Country Greens Community unless otherwise directed by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and therefore shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's

election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one executed copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time and material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner shall include copies of invoices from others providing work or materials on the repair.

5.2 **Damaged Facilities**

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

5.2.2 Irrigation Repairs

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- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Aboveground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the Owner.
- d. Any damage on property due to wash outs created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 5.1.

5.3 Emergency Repairs

- 5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by either the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time and material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.
- 5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time and material basis.
- 5.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner.

The Owner shall use the contractor's labors to revise the irrigation or hardscape at times. The Owner will compensate the Contractor by trading irrigation reviews, as accepted by both parties.

5.4 Unscheduled Maintenance

The Contractor shall provide occasional unscheduled maintenance that is in Addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time

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with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

- Raise the height of irrigation heads.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide mowing of undeveloped areas.
- Provide selective weeding and pruning for existing wooded areas.

6. **RESPONSE TIME**

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

7. **General**

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

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

- Standard maintenance activity adjustments - varies; as directed by Owner
- Irrigation adjustments - 24 hours
- Standard repairs – 2 days
- Emergency repairs – same day
- Unscheduled maintenance request - as needed, as soon as four hours
- Plant material replacement - two weeks

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

7.1 **Emergency Response Program**

The Contractor shall develop, implement, and maintain an emergency response program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Irrigation line breaks
- Equipment failures

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- Chemical spills
- Additionally, the ERP shall address the following:
- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the Owner, District Manager, the Country Greens community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain, and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the Owner.



VILLA SOL

Scale: 1" = 500'
Photography: Jan. 2008



This map was prepared for the Osceola County Property Appraiser's Office. It is not intended for use for any other purpose. It is not intended for use for any other purpose. It is not intended for use for any other purpose.



Experience



YELLOWSTONE

L A N D S C A P E



Yellowstone Landscape began with the unification of established, independently successful landscape companies across the South.

Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance.

As one of the landscape industry's fastest growing and most awarded commercial landscaping

companies, we are proud to serve more than two thousand client properties from our local branch facilities, across six Southern states.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.



YELLOWSTONE
LANDSCAPE

Proud to Serve Orlando



Excellence in Commercial Landscaping for Your Orlando Area Properties

Yellowstone Landscape is proud to serve Central Florida's commercial landscaping needs from two branch locations in Orlando. With **more than 150 local employees**, we're one of the largest and most awarded commercial landscape service firms in the greater Orlando area.

We offer landscape design, landscape installation, and landscape maintenance services

to some of the area's most beautiful homeowner associations, resorts and hotels, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail shopping centers.

Our service teams are ready to provide you with **Orlando's most professional and responsive commercial landscaping services**, always tailored to your needs and expectations.

Orlando-North Offices
1930 Silver Star Road
Orlando, FL 32804
407.814.2400

Orlando-South Offices
1773 Business Center Lane
Kissimmee, FL 34758
407.396.0529



YELLOWSTONE
LANDSCAPE

Landscape Maintenance



Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are **hundreds of details** that need to be coordinated for your landscape to look its best. Assuring that none of those details are overlooked requires a professionally administered, **integrated Landscape Maintenance program**.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into **your Plan for Success™**.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to solve problems while they're still called **opportunities**. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with **all the information you need** about your landscape, **when you need it**.

Irrigation Installation & Management



There is **nothing more essential to the success of your landscape** than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require **special certification** to install and operate.

Our Irrigation Installation and Management Professionals are **experts in all major commercial irrigation systems**. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, **our Irrigation Teams are dedicated to protecting your valuable water resources**. Once installed, we always adhere

to local ordinances governing water use and have implemented the principles of the leading industry groups. These **guidelines govern how we design, install, and maintain your irrigation system**.

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.



YELLOWSTONE
LANDSCAPE

Seasonal Color Installations



If you want to make a big impact and create dramatic curb appeal for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will “bring the wow” to your entrances and feature areas with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a custom design proposal tailored to your preferences, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the

previous rotation’s plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with tighter spacing to create more vibrant color and instant impact. As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants’ watering requirements are being met.



YELLOWSTONE
LANDSCAPE

Landscape Design



You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create **photo renderings** so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a **complimentary service to current Landscape Maintenance clients** when we install your landscape enhancement.



YELLOWSTONE
LANDSCAPE

Landscape Installation



You need your landscape installation project completed safely, on time and on budget.

Our Landscape Installation Teams will do everything we can to make sure your project stays on schedule (or gets back on schedule), with experience and capabilities scalable to handle any project and any time line.

All Landscape Installation projects start with a meeting to thoroughly review your site and your design plans, verifying that the plant material selected is suitable for your project's environment. With experts on staff in Landscape Design and Landscape Maintenance, we'll offer recommendations to preserve the

long term health and appearance of the project after installation. We can also suggest alternate, native plant materials and trees to help conserve water usage, while preserving the project's intended visual appeal.

We offer extended warranties on all plant materials that we install, when you allow us to provide ongoing landscape maintenance services. We offer this to our clients because we install every landscape with the goal to become your lifetime landscape service partner, growing with you as your landscape matures.



YELLOWSTONE
LANDSCAPE

Tree Care Services



Your trees add beauty and value to your property. In the case of mature trees, they are **an absolutely irreplaceable asset**. Keep them healthy and protect your property with regular evaluations and treatments.

Yellowstone Landscape is a full service tree care company, specializing in Plant Health Care and Pruning in accordance with the highest industry standards. Our Tree Care teams are led by **certified Arborists**, educated and trained in all aspects of Arboriculture.

We're dedicated to improving and protecting your trees and shrubs, utilizing the latest innovations in tree care science.

Our Tree Care services include:

- Pruning
- Cabling & Bracing
- Lightning Protection
- Fertilization
- Disease & Pest Management
- Tree Removal
- Tree Planting
- Stump Grinding
- Root Management

Building Lasting Partnerships



Yellowstone Landscape has developed a reputation for creating and maintaining award-winning landscape environments for some of the country's most recognized brands.

But the work is only part of the reason that clients choose to partner with us.

Because of our proactive approach, flexible scheduling to accommodate special events, and a relentless focus on communication, our clients choose to continue their partnerships with us, year after year.

Our focus on building lasting relationships with the clients we serve, has led to many partnerships that have been established and grown over time. In fact many of these partnerships now span more than a decade of successful service. We believe that our

high-quality landscapes, coupled with superior customer service are why clients look to us for all their landscape needs.

Yellowstone clients know that effectively managing their property's landscape is a lifetime commitment that requires careful coordination of services. That's why our approach to managing your property's landscape investment includes regular maintenance services (mowing, trimming, edging) paired with detailed fertilization and pest management plans to keep your property looking its best, while preserving the long-term health of your landscape.

Yellowstone Landscape is honored to serve each of our clients' properties and we look forward to continuing our tradition of award-winning service as we build new relationships with clients across the South.



YELLOWSTONE
LANDSCAPE

Industry Recognition



Our clients' properties have earned dozens of National Landscape Awards of Excellence, the highest honor given in our industry. They've been recognized as some of the most outstanding commercial landscaping projects in the country. Below is a partial listing of our award-winning projects:

Hermann Park; Houston, Texas; 2017

Walton Riverwood; Atlanta, Georgia; 2017

Legacy of Leesburg; Leesburg, Florida; 2017

Swan and Dolphin Resort; Orlando, Florida; 2016

Cane Island Amenity Village; Katy, Texas; 2016

Tradition; Tradition, Florida; 2015

AAA Headquarters; Lake Mary, Florida; 2013

Technology Park Atlanta; Peachtree Corners, Georgia; 2013

Boeing 787 Assembly Facility; North Charleston, South Carolina; 2012

Waldorf Astoria Resort; Orlando, Florida; 2012

Grand Haven; Palm Coast, Florida; 2011

Fleming Island Plantation; Orange Park, Florida; 2010

Hammock Beach Resort; Palm Coast, Florida; 2008

Reunion Resort & Club; Orlando, Florida; 2007



YELLOWSTONE
LANDSCAPE

Committed to Safety



Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a safe, healthy work environment, kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to behave professionally and remain alert to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

Environmental Stewardship



As a leader in the landscaping industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination management tools to create an environment where it is less likely that the pest will return.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation

and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment.

Organic Options: We offer organic alternatives to all traditional management solutions.

Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

Services for Public Sector Clients



We are proud to serve Public Sector clients across the South, and to be a part of some tremendously successful projects beautifying our local communities. **We understand the challenges that local governments and agencies face in managing their public green spaces.**

Public parks, trails, and streetscapes create unique opportunities to enrich the lives of your community’s residents. Investing in professional landscape services delivers a consistently high-quality appearance, and does so at a lower cost than in-house grounds maintenance services.

Our professional landscaping services offered to Public Sector clients include award-winning

Landscape Design and Installation teams, ready to deliver beautiful landscape enhancements and installations. When we continue to maintain the project for you, we can even extend our normal warranty on installed plant materials.

We’ll also work with you to identify any possible liabilities or hazards in your community’s public spaces. With services like raising tree canopies and making sure drains are kept clear of debris, our Landscape Professionals partner with you to keep your residents safe from hazards. And, in case of a natural disaster or extreme weather event, our crews will be there to assist with clean up after the storms have passed.

Reunion Resort & Club



LOCATION
Orlando, Florida

CLIENT
Salamander Hotels & Resorts, GMS,
Aegis Community Management

PROPERTY TYPE
Resort Community

SERVICES PROVIDED
Landscape Design
Landscape Installation
Landscape Maintenance

Reunion Resort & Club is a 2,300-acre master-planned resort community located in Orlando, Florida.

Reunion is proud to be the only resort community in the world that offers three signature golf courses, designed by golf legends: Jack Nicklaus, Arnold Palmer and Tom Watson.

Reunion's Linear Park, a popular wedding venue, includes structured planting beds and majestic oaks. The five-acre water park, another popular area of the resort, brims with colorful, tropical plants.

Since design and installation began, Yellowstone Landscape has been Reunion's exclusive professional landscape service partner.

The resort community's landscape maintenance areas include over 800,000 square feet of ornamental beds in addition to the acres of manicured turf, 3,000 trees and over 500 palms.

The resort's active special event schedule requires constant coordination between service teams and Reunion's various property management entities.

Legacy of Leesburg



LOCATION

Orlando, Florida

CLIENT

Leland Management

PROPERTY TYPE

55+ Community Association

SERVICES PROVIDED

- Landscape Design
- Landscape Enhancement
- Landscape Maintenance

Legacy of Leesburg is an active retirement lifestyle community, located 45 minutes from Orlando.

The developer's intent is to provide all the modern amenities active adults expect in a home, placed in a setting that encourages them to explore central Florida's natural beauty.

The result is that nearly all of Legacy's 1000 homes have a view of either a natural conservation area, or one of the nineteen ponds that dot the community's landscape. With over seven miles of maintained walking

paths along thirteen trails, residents are frequently seen strolling in the shade of the hundreds of ancient oaks.

Legacy is also home for many types of wildlife. Alligators, bobcats, cranes and other native birds are commonly seen across the community.

The 450 palms are pruned once per year and the annual flower beds, while small in size, add vibrant pops of color to Legacy's entrances and clubhouse.

FEATURED PROJECT

Walt Disney World Swan & Dolphin Resort



YELLOWSTONE
LANDSCAPE



LOCATION

Orlando, Florida

CLIENT

Starwood Hotels and Resorts

PROPERTY TYPE

Resort Community

SERVICES PROVIDED

- Landscape Design
- Landscape Enhancement
- Landscape Maintenance

The Swan and Dolphin Resort is situated on 87 acres within Walt Disney World. The resort is comprised of two separate hotels, The Swan and The Dolphin, joined by a palm tree-lined bridge between the two hotels.

The resort complex features all the expected Disney amenities, including 5 pools, a white sand beach, restaurants, spas, and conference spaces, all surrounded by immaculately maintained tropical landscaping.

Frequent special events like the annual Food and Wine Festival, require

careful planning between our on site service team and the owners.

As a designated Florida Green Lodging Property, the resort mandates the use of integrated pest management practices and that service teams monitor emissions and irrigation usage in order to minimize the environmental impact of our services.

In 2016, The Swan and Dolphin received a National Landscape Awards of Excellence Grand Award, the commercial landscape industry's highest honor.

Waldorf Astoria Orlando Resort



LOCATION

Orlando, Florida

CLIENT

Waldorf Astoria Hotels & Resorts

PROPERTY TYPE

Resort

SERVICES PROVIDED

- Landscape Design
- Landscape Enhancement
- Landscape Maintenance

The Waldorf Astoria Orlando

Resort features unrivaled luxury accommodations from one of the world's most famous hotel brands.

The client requires meticulous attention to detail and an immaculate appearance in their landscape at all times. Yellowstone Landscape delivers best in class landscape management with attention to detail, pro-active services and sensitivity to the Waldorf guests' experience.

Landscape service crews use electric equipment to reduce noise on the property, and only service the landscape during weekday mornings, completing by 8am to preserve the Waldorf Astoria's focus on their guest's comfort.

The property was awarded a National Landscape Award of Excellence Grand Award in 2012, recognizing it as one of the nation's most outstanding commercial landscape management projects.

CDD Landscape Maintenance Experience



We are proud of our partnerships with many of Central Florida's most respected Community Development Districts. Below is a selected listing of the districts currently being served by Yellowstone Landscape's Orlando-South branch location.

Project Name	Contact Information	Annual Contract Amount
Reunion East and West	George Flint, GMS 407.555.5555	>\$1,000,000
Anthem Park CDD	Patricia Comings, DPFG 407.221.9153	>\$150,000
Bonnet Creek CDD	Richard Hartman, Land Development 407.832.3980	>\$200,000
Crescent Lake CDD	Ron Hood, Crescent Lake CDD 407.427.2373	>\$160,000
Lake Ashton CDD	Alan Scheerer, GMS 407.841.5524	>\$300,000
Randal Park CDD	William Viasalyers, GMS 407.841.5524	>\$200,000
Avalon Groves CDD	Patricia Comings, DPFG 407.221.9153	>\$100,000



References

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name:	Legacy of Leesburg (999 homes and common areas)
Client Since:	2015
Services Provided:	Landscape Maintenance, Landscape Enhancements
Client Contact Information:	<p>Sherri Jackson, <i>CAM</i> Leland Management 5400 Legacy Blvd, Leesburg, FL 34748 352.365.9800 sjackson@lelandmanagement.com</p>
Project Name:	Waterleigh HOA Phase 1 and 3 (350 homes currently and common areas. Still be built out)
Client Since:	2017
Services Provided:	Landscape Design & Installation, Landscape Maintenance
Client Contact Information:	<p>Michelle Collier, <i>Senior Community Association Manager</i> Access Management 16150 Pebble Bluff Loop, Winter Garden, FL 34787 407.605.5588 mcollier@accessdifference.com</p>
Project Name:	Legado HOA, Windermere, FL (Common areas and townhomes)
Client Since:	2019
Services Provided:	Landscape Design & Maintenance, Landscape Enhancements
Client Contact Information:	<p>Derek Lovett, <i>HOA Manager</i> Mattamy Homes 407.215.6269 derek.lovett@mattamycorp.com</p>



Licenses and Certifications



CERTIFICATE OF LIABILITY INSURANCE

Agenda Page #101
DATE (MM/DD/YYYY)
04/29/2019

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 Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415		CONTACT NAME: Elinn Peacock PHONE (A/C, No, Ext): (386) 944-5804 E-MAIL ADDRESS: epeacock@bbdaytona.com FAX (A/C, No): (386) 333-6113															
INSURED YELLOWSTONE LANDSCAPE, INC 3235 N STATE STREET PO BOX 849 Bunnell FL 32110		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: United Specialty Insurance Company</td> <td>12537</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER D: The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER E: American Guarantee and Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Specialty Insurance Company	12537	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: Great American Insurance Company	16691	INSURER D: The Charter Oak Fire Insurance Company	25615	INSURER E: American Guarantee and Liability Insurance Company	26247	INSURER F:	
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INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 19-20 **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 VVD	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 <input checked="" type="checkbox"/> PESTICIDE & HERBICIDE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ATNATL1914413	04/30/2019	04/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP9D89521919	04/30/2019	04/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU254554401	04/30/2019	04/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	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 <input checked="" type="checkbox"/> N	N/A	UB2N1103271951D	04/30/2019	04/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	EXCESS LIABILITY			AEC346775300	04/30/2019	04/30/2020	OCC & AGG 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER

CANCELLATION

YELLOWSTONE LANDSCAPE INC
3235 N STATE ST
PO BOX 849
BUNNELL FL 32110

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



Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Yellowstone Landscape - Southeast, LLC

2 Business name/disregarded entity name, if different from above
dba Yellowstone Landscape

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)
3235 N. State Street, PO Box 849

6 City, state, and ZIP code
Bunnell, FL 32110

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-				
--	--	--	--	---	--	--	--	--

or

Employer identification number

2	0	-	2	9	9	3	5	0	3
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 on page 3.

Sign Here Signature of U.S. person ▶ *Capital Westley* Date ▶ *1/1/2016*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

Douglas Durling

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



Luana Vargas
Director of Credentialing Services
International Society of Arboriculture

Caitlyn Pollihan
Executive Director
International Society of Arboriculture



#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist®

FL-0322A
Certification Number

11 Dec 2010
Certified Since

31 Dec 2021
Expiration Date



State of Florida

Department of Agriculture and Consumer Services

Bureau of Entomology and Pest Control

This is to Certify that DOUGLAS R. DURLING is a

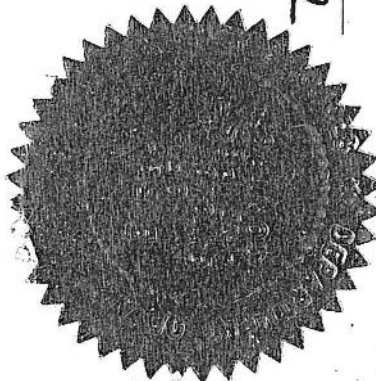
Certified Pest Control Operator

and is privileged to practice

LAWN AND ORNAMENTAL PEST CONTROL

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations

In Testimony Whereof, Witness this signature at Jacksonville, Florida this 11TH day of JANUARY in the year of our Lord 1996



No. 8127

Bob Crawford

Commissioner of Agriculture

[Signature] CHIEF

Bureau of Entomology and Pest Control



Pricing Breakdown



VillaSol CDD
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing **\$45,570.00**

*Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal
 42 mows on St. Augustine, 36 mows on Bahia, 12-17 detailing/pruning/weeding per year*

IPM - Fertilization & Pest Control **\$2,160.00**

*Fertilization/Fungicide/Insecticide/herbicide/weed control
 Follows all specs in scope of work*

Irrigation Inspections **\$2,400.00**

*Includes monthly inspections with reports
 Repairs needed will be proposed separately at time of discovery*

Tree/Palm Pruning **\$3,250.00**

*Palm pruning 1x per year
 Tree pruning up to 8' over sidewalks and 14' over roads as needed*

Cypress Mulch (1x/year) **\$3,600.00**

*Estimated 80 cubic yards per year
 Includes all labor and materials*

Annuals (4x/year) **\$5,120.00**

*Estimated 800 4" units per quarter
 Includes all labor and materials*

Grand Total Annual	\$62,100.00
Monthly	\$5,175.00

Client Initial: _____

7Ciii.



October 14th, 2020
Revised: November 11th 2020

Villa Sol CDD
313 Campus Street
Celebration, FL 34747

This proposal includes **Villa Sol CDD** common areas

We would like to take this opportunity to thank **Villa Sol CDD** for the opportunity to submit this proposal. We take pride in the quality of our work and our competitive rates. We have more than 18 years' experience in the industry. We have invested a lot of thought in reviewing your property individually. We have assessed everything involved to tailor our service to meet the specific needs of the landscaping for your property.

We proudly offer professional, experienced, fully insured and drug free employees. All employees shall conduct themselves in a manner, which represents a professional business. All of our employees wear distinctive Blade Runners professional uniforms. All employees are well trained in the proper use of all equipment needed to fulfill the requirements of this contract.

Quality is the backbone of our company. We take great pride in the quality of work and the appearance of our company. We feel our work speaks for itself and we offer very competitive rates. If awarded this contract we are sure you will take notice to the Quality of our work!

SERVICES OFFERED

- LAWN / GROUNDS MAINTENANCE
- LANDSCAPE RENOVATIONS
- MULCHING
- IRRIGATION REPAIR / MAINTENANCE
- LANDSCAPE LIGHTING
- FOUNTAIN REPAIR
- LANDSCAPE DESIGN
- SOD INSTALLATION
- TREE TRIMMING
- TRACTOR SERVICE
- BUSH HOGGING
- FERTILIZATION

Thank you for your time and consideration. If there is any additional information we can provide do not hesitate to call us. We are looking forward to a long successful relationship in obtaining and maintaining a landscape we can both be proud of.

Thank you from all of us at Blade Runners Commercial Landscaping, Inc.



LANDSCAPE SPECIFICATIONS

SERVICING

Blade Runners Commercial Landscaping, Inc. will allot equipment, materials and manpower to perform QUALITY landscape maintenance as the conditions of the property indicates. All employees are in uniform during working hours as to project a professional appearance while performing grounds maintenance services on your property. Blade Runners Commercial Landscaping, Inc. is an equal opportunity employer and a drug-free workplace.

Services will be performed during a total of forty-two (42) visits per year. The work proposed includes all areas that have been landscaped. Natural areas are not included unless specified under additional services.

MOWING:

- Mowing will be conducted on a seven to fourteen day frequency depending on growing conditions, at least forty-two (42) cuts for St. Augustine turf.
- The turf will be cut at the height of 3" to 4" to ensure property growth and to present a professional appearance.
- Retention ponds and lake banks will be mowed to where the surface meets the water. Areas under water or too wet to mow will be addressed when the ground dries out thirty-six (36) times per year.

EDGING:

- Edging of all sidewalks, curbs, pathways and other paved surfaces will be done in conjunction with the mowing operations. Edging is to be defined as outlining and/or removing turf from the above-mentioned borders by use of a mechanical edger.
- Landscape beds, sidewalks and curbs will be edged in conjunction with the mowing operation.

Note: Edging of beds that contain rock instead of mulch will be substituted with chemical to control excess growth.

PLANT BED AND SHRUB MAINTENANCE:

- Hedges, shrubs, shade trees and woody ornamentals plantings twelve (12) feet in height or less will be trimmed at times to maintain a well-shaped appearance. Hedges, shrubs, shade trees, and woody ornamentals in excess of twelve (12) feet are not considered part of routine maintenance and will be billed at an extra cost, as agreed upon prior to the work commencing.
- Sidewalks, passage ways, driveways and parking areas will be kept free of overhanging limbs as necessary.
- Cutback or reduction in height of plant for purposes of painting, building clearance, or size reduction and etc... Is not included in this scope of work and will be performed after authorization.



- Shaping and or shearing the canopies of small trees are not part of the scope of this contract.

Detailing of planted areas will be performed in a sectional method with the frequency of rotation being set to completely detail the entire property once every four (4) week(s). The detailing process will include trimming, pruning, and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers as well as the defining of bed lines, tree saucers, and the removal of unwanted vegetation.

NOTE: Blade Runners Commercial Landscaping, Inc. cannot be responsible for groundcover beds that are infested with weeds. The roots of the weeds intertwine with the ground cover roots making control impossible. Blade Runners Commercial Landscaping, Inc. will provide a separate proposal for the removal of weed infested groundcover beds and replacement after the soil has been replaced or treated.

PAVED AREAS:

- Blowing will be utilized to clear debris generated from the performance of landscape services.
- Undesired growth between expansion joints, cracks and paved areas will be removed.
- Sidewalks, curbs and over paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape debris by the use of forced air machinery.
- Clean up and removal of storm damage debris, fallen trees, tree limbs, and or other excessive debris from trees is not covered under this agreement but will be priced separately of it should become necessary.

IRRIGATION SERVICE AND INSPECTIONS:

- Will be performed twelve (12) times per contract year.
- Each inspection will include activating each zone and visually verifying and reporting any damaged heads or those requiring repair. Any heads not functioning properly will be cleaned or adjusted. Broken heads, pipes and valves will be flagged.
- Additional repairs will be proposed at a rate of \$35.00 per hour for the Master Technician and \$20.00 for the Assistant Technician plus the cost of materials.
- Monthly reports will be submitted for review upon completion. *Please note however, any damages that appeared to be caused by our company will be repaired at no extra cost.*

- **FREQUENCY OF SERVICE**

It is hereby agreed that the Contractor will perform the following services on a monthly basis. This service should be listed on the performance calendar and be performed during the same week each month.

- **SERVICE SPECIFICATIONS**

1. Activate each zone of the system on a monthly basis.
2. Visually check for and report any damaged heads or ones needing repair.
3. Clean or adjust any heads not functioning properly.
4. Report any valve or valve box that may be damaged in any way.
5. Leave areas in which repair or adjustments are made free of debris.
6. Adjust controller to the watering needs as dictated by water and county conditions.



- **QUALIFYING STATEMENTS**

1. Repairs that become necessary, that are over and above our routine maintenance contract will be done on a time and material basis.
2. Services calls required between scheduled visits will be billed on a time and material basis.
3. Contractor will not be held responsible for any accident that could arise from the overspray of water on hard surfaces.
4. Damage to the sprinklers resulting from our crews working on the property (e.g. mower and edger cuts) will be repaired at no charge. We will not be responsible for damage caused by sprinkler systems that malfunction or get broken.
5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. Blade Runners Commercial Landscaping, Inc. irrigation technicians are trained in the maintenance and repair of Netafim irrigation line. Due to low visibility, product design and possible root intrusion, we do not warranty plant material covered by this product.

AUTHORIZATION FOR REPAIRS

Request for authorization repairs should be submitted to the Owner's Representative for approval on all repairs in excess of \$450.00. Repairs less than \$450.00 will be made at the time of the inspection and billed at our standard customary time and material rates. A description of the problem, its location and the estimate cost will be included.

DEBRIS/LEAF REMOVAL:

- All landscaped areas shall be inspected on days of service and litter shall be removed. Landscape Debris generated from our work shall be cleaned from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, etc. Debris will only be cleaned up in the areas where landscape maintenance was performed (clippings and related landscape debris.)

SMALL LANDSCAPE TREE CARE:

- Trimming of trees will be performed as needed to maintain a lateral line of canopy to allow pedestrians and vehicular traffic. The height to trim will not exceed twelve (12) feet.
- Oleanders up to twelve (12) feet in height will be maintained in the condition as they are at the beginning of the contract period. Cutting back to reduce to overall height is not within the scope of work and would be addressed as additional billing.
- The maximum height of cut is twelve (12) feet for walkways and twelve (12) feet for vehicle traffic. The maximum limb size for removal is 1 ½ inches diameter. Any tree work beyond these specifications would be covered under "arbor services".
- All Crepe Myrtles will be pruned one (1) time per year during the dormant season. They will not be hard pruned. Small spindly stems at the base of the trunk will be removed as well as last season's seed pods. No pruning cuts greater than 1" in diameter will be performed. Pruning cuts will only be for the purpose of improving shape and form



MULCH:

- The installation of (type) mulch, including labor and materials will be provided, not to exceed _____ (00) cubic yards _____ (0) time(s) per year.

SEASONAL ANNUALS:

- **FREQUENCY OF ROTATION**

it is agreed that a total of eight hundred (400) annuals will be changed four (4) times per year. Contractor recognizes that bedding plants are intended to highlight and beautify high profile areas and should be selected for color, profusion and display. All annuals to be installed will be 4" pots unless otherwise specified. The approximate rotation months will be November, February, May and August

- **INSTALLATION SPECIFICATIONS**

1. All beds will be cleaned and hand or machine cultivated prior to the installation of the new plants.
2. A granular time-release fertilizer and a granular systematic fungicide will be added to the bedding soil at the time of installation.
3. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
4. Should the annual beds require additional soil; a proposal will be presented prior to installation.

HORTICULTURAL SERVICES:

- Blade Runners Commercial Landscaping, Inc. will provide six (6) dedicated Horticultural visits to determine and treat:
 1. Turf health and vigor,
 2. Turf damaging insects.
- We will provide a spraying program to minimize infestations of weeds and insects in all St. Augustine turf.
- Insect control is limited to shrub and turf damaging insects only. Insect control does not cover pests such as; termites, fleas, rats, carpenter ants, etc.

INTEGRATED PEST MANAGEMENT:

- St. Augustine turf shall be fertilized to maintain green healthy appearance. Rate shall be one (1) pound of nitrogen per 1,000 S.F. The fertilizer applications shall contain at least 50% of the nitrogen-derived from S.C.U., or I.B.D.U. Fertilizer will contain a minor element package formulated for St. Augustine turf, Fertilizers to be applied as needed to maintain green and healthy appearance.
- Herbicides are to be applied to St. Augustine turf as needed to maintain turf in a healthy condition. Turf shall receive at least two applications of pre-emergent and broadleaf weed control per year. Spot treatments shall be provided throughout the year for necessary weed control.
- A treatment program will be provided to control turf diseases and pest. A spot treatment for chinch bugs will be applied to infected area of St. Augustine turf. Spot treatment shall be provided as needed to control localized infestations. All other turf pest will be treated on an as needed basis.
- All small trees, shrubs and ground covers shall receive four (4) fertilizations per year.



- All palms excluding Sabal Palms will be fertilized two (2) times per year with fertilizer blended for palms. Once a year Queen Palms shall be provided with a supplemental application of Granular Manganese Sulfate.
- Palms, small trees, shrubs and ground cover shall be treated as necessary to prevent or treat micronutrient deficiencies.
- Sago palms will be treated twice per year with a specialty fertilizer high in Magnesium, Iron and Manganese.
- A treatment program will be provided to control insects and diseases on trees, shrubs and ground covers on an as needed basis.

FERTILIZATION/PEST CONTROL:

- A completed lawn fertilizer and pest control program is included as indicated on the attached Fee Summary.
- This turf program includes four (4) applications per year for fertilization/micro-nutrients and insect control for surface feeding insects including fire ants.
- Each application will include a pre or post-emergent herbicide for broadleaf weeds. Turf diseases will be treated as needed.
- The shrub program also includes four (4) applications per year with granular fertilizer applications performed in the spring and fall
- All woody ornamental shrubs and trees below eight feet (8') will be treated for insect and disease.

NOTE: Contractor shall not be responsible to warranty any turf replacement for damages caused from any weed variety that is considered invasive (i.e. Crabgrass, Alexandergrass, Torpadograss, wild and common Bermuda varieties, Sedge Grass, Wedelia, Creeping Beggarweed). Contractor shall not be responsible to warranty any palm, tree or shrub replacement for damages caused from any diseases or insects that is considered uncontrollable or not responsibly controlled (i.e. Root Rot, Phytophthora, Vercillium Wilt, Asian Cycad Scale, Nematodes, Bores, Weevils, and Locusts).

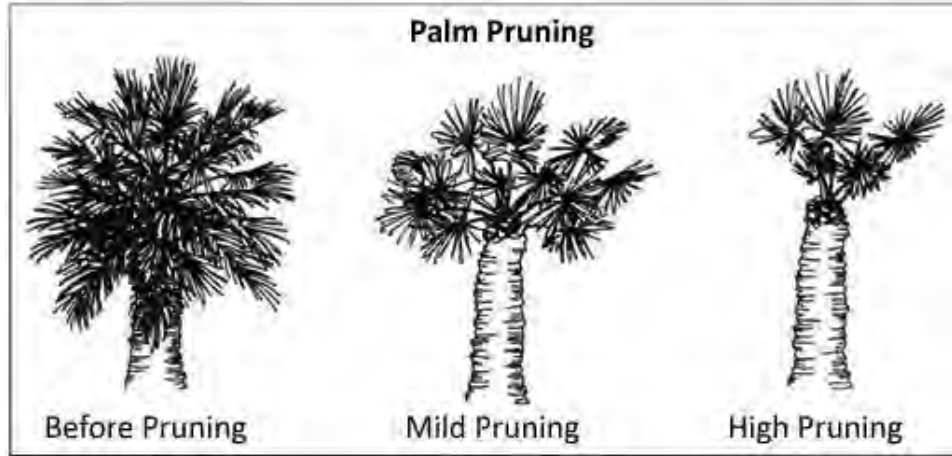
WEED CONTROL:

- Weed control will require spot treatment in St. Augustine lawns and beds.
- Weed germinating in paved areas covered by these specifications will be chemically controlled.
- Turf areas which have already been taken over with weeds to the point where re-establishing turf is beyond practicality are not covered under these specifications.



ARBOR SERVICES:

- All palms up to 12 feet in height will be trimmed of excess fronds and cleaned of unwanted seedpods and debris one (1) time per year.



ADDITIONAL SERVICES AVAILABLE

For the following additional services a written proposal will be submitted for approval. Upon written authorization these charges will be billed separately and are due upon receipt.

- Cut back of existing plant material to reduce overall size or to provide access to the buildings for painters, etc.
- A complete landscape service is available to include plant and sod replacement as well as new landscaping of added areas upon separate negotiation.
- Tree care that is not included in the scope of work will be addressed as additional work and performed by the Arbor Division after authorization.
- Additional mowing beyond the number of frequencies specified in the proposal will be performed after authorization for additional billing.
- Clearing or maintenance of natural areas.



LANDSCAPE MAINTENANCE CONTRACT

This agreement is made by and between, **Villa Sol CDD** hereinafter referred to as "Client" and Blade Runners Commercial Landscaping, Inc. hereinafter referred to as contractor.

This Landscape Maintenance Agreement is for services to be provided by the Contractor for the Client at the following described property: **Villa Sol CDD**

Contractor will provide all labor, supervision, and equipment necessary to carry out all work agreed by the parties.

The initial term of this agreement is for (12) twelve consecutive months starting on **12-01-2020** and terminating on **11-30-2021**. This contract will automatically renew for an additional twelve months unless a (60) Sixty day notification of non-renewal is given to the contractor by the client prior to the initial termination date.

The amount paid to be paid under this contract is **\$64,800.00** annually. This amount will be billed and payable monthly at a rate of **\$5,400.00**. The annual and monthly cost includes the landscape maintenance, monthly irrigation checks, pest control and fertilization as specified in scope of work attached hereto. All services agreed upon by the contractor and the Client will be billed one month in advance and thereafter will be billed on the first (1st) day of each month. All monthly installments are due on the first (1st) day of each month of service and are past due on the fifteenth (15th) day of the month of service. Past due installments shall incur a service charge of 1.5% of the billed monthly amount per month. All payments under this contract will be mailed by the Client to the Contractor at: **3851 Center Loop, Orlando, FL 32808**

EXTRA SERVICE REQUESTS

Any extra services can be requested and will be billed accordingly. A proposal for services will be submitted and will require approval prior to the initiation of such projects. This would include but is not limited to, pruning shrubs away from building for construction or painting, pest control treatments beyond the scope of contract, transplanting plant materials, irrigation inspections, storm clean-up, removal of leaves, etc.

SPECIFIC EXCLUSIONS

Blade Runners Commercial Landscaping, Inc. is not responsible for hazardous conditions or any damage done by third parties, owner neglect, acts of nature (i.e., inclement weather, fire, freezes, etc.), areas that are not continually wet or are underwater for extended periods of time, theft, civil or military authority, falling tree limbs/fronds, burrowing animals, hazardous grade conditions, vandalism etc. affecting the property defined in this agreement.

Every attempt will be made to ensure sprinkler heads are positioned so water does not spray directly onto buildings or parking areas. Blade Runners Commercial Landscaping, Inc. will not be responsible for any incidences which could arise from the overspray of water or landscape damage caused by



mandatory water restrictions. Blade Runners will not be responsible for grade levels around irrigation systems, parts or damage of any kind, caused by sprinkler systems.

Blade Runners will not be responsible for wires, cables, pipes, or anything else that may be either underground, entwined within the root system, hung on or through plants being worked on, or otherwise in conflict with the completion of services. The property owner agrees to ensure that all such items are marked or removed prior to the start of job.

Blade Runners will not be responsible for damage caused by drought, diseases or insects in the absence of an agreement to provide complete irrigation and/or horticultural services within the scope of services defined herein.

NON-SOLICITATION OF EMPLOYEES

During the term of this Agreement and for five (5) years after any termination of this Agreement, Client will not directly or indirectly solicit, induce, recruit, encourage or otherwise endeavor to cause or attempt to cause any employee of the Contractor or its Affiliates to leave the employment of the Contractor or use the employees outside of the scope of services of the contract between the parties (side work).

It is agreed by the parties that the actual damages which might be sustained by Contractor by reason of the breach of the Client of his promise of non-competition and non-solicitation are uncertain and would be difficult to ascertain and it is further agreed that the sum of Five Thousand and No/100 Dollars (\$5,000.00) or the 10% of the total contract price, the one that's greater, would be reasonable and just compensation for such a breach.

INSURANCE

The Contractor will carry complete and adequate Workman’s Compensation Insurance for each employee along with liability and property damage insurance at all times. The Contractor will supply Client with a current Certificate of Insurance.

The Contractor shall comply with all applicable provisions of the Equal Opportunity Act, the Americans with Disabilities Act and other applicable laws and orders.

The Contractor will maintain at all times the necessary licenses and/or permits required to perform the said work in the County of Orange, State of Florida.

The Contractor agrees to reimburse the Client for damages to personal and/or real property the contractor damages due to negligence.

All work shall be performed professionally in accordance with generally accepted horticultural principles. All tree cuts shall be made in accordance with accepted arboricultural standards. All services will be performed by employees of the Contractor, or by a sub-contractor for the pest and fertilization specifications and/or for the irrigation repairs as needed. The Contractor certifies that any sub-contractors used will carry the same requirements for insurance and licensing as required herein for the Contractor.



GOVERNING LAW

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Orange County, State of Florida. In the event that litigation results from or arises out of this Agreement of the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. Delinquent amounts are subject to interest at the rate of 18% per annum.

This is the only agreement between the parties with respect to the project (job) referenced herein. All other previous agreements, orally or in writing, are hereby revoked. Any additions or deletions to this contract or any modifications to the scope of service to be rendered by the Contractor will only be binding if reduced to writing and signed by both parties. Work classified as "extras" will be separately authorized in writing by the Client and will have no effect on the terms and conditions of this contract.



CONTRACT CANCELLATION

During any active term either party may cancel this contract by providing to the other a "Written Notice of Cancellation", delivered by Certified Mail. Notices received shall cause an effective final date of not less than sixty (60) days after date of receipt. If the client desires to cancel this contract it will be for specific reasons related to the contractual scope of work and an itemization of deficiencies shall accompany the written notice of cancellation. The Contractor shall have a maximum of sixty (60) days to correct such itemized deficiencies. If the corrections are completed within thirty days the written notice of cancellation shall be canceled and withdrawn, with the terms and stipulations of this contract continuing without interruption. For the purposes of this provision all notices will be sent to the addresses shown at the bottom of this contract.

Upon the cancellation or termination of this contract by either party for any reason, the Contractor will be entitled to audit the contract and produce a final adjusted bill representing payment for services and/or materials actually delivered through the date of cancellation, less all contractual payments received through that date. Payment of the final adjusted bill will be due and payable upon receipt of the client.

Executed this _____ day of _____, 2020

Blade Runners Commercial Landscaping, Inc.

**Villa Sol CDD
(Authorized Representative)**

Signature _____ Signature _____

Name (print) _____ Name (print) _____

Title _____ Title _____

Date _____ Date _____

Blade Runners Commercial Landscaping, Inc.
3851 Center Loop
Orlando, FL 32808
407-306-0600 (P)
sales@bladerunnersorlando.com
www.bladerunnersorlando.com





Property Name:

Villa Sol CDD

Management Company:

Proposal Date: **10/14/2020**

FEE SUMMARY – TOTAL

Services	Yearly	Monthly	Unit Price
Landscape Maintenance	42 cuts a year	Included	Forty-two (42) cuts per year
Irrigation Inspections	12 times a year	Included	\$55.00 per hour
Horticultural Services	6 applications a year	Not Included	
Fertilization/Pest Control	Included	Included	
Mulch Installation	Included	Included	100 yards
Annual Installation	Included	Included	800 Per Quarter
Tree Trimming	Included	Included	Up to 12'
Sod Installation	Included	Included	Once a year

Grand Total:

\$64,800.00	\$5,400.00
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INITIAL CLEAN-UP

NOTES / COMMENTS

If you have any questions regarding this proposal please contact Beata Forester @ 407.306.0600 Ext 102

beata@bladerunnersorlando.com or Juan Ramirez @ juan@bladerunnersorlando.com



7Civ.



CAPITAL LAND MANAGEMENT

GROWING YOUR LIVING ASSETS

In PARTNERSHIP with
VILLASOL CDD

WWW.CAPITALLAND.NET



about

CAPITAL LAND MANAGEMENT?



STEVE BRUCE, CEO, CFO Co-Founder and Visionary of Capital Land Management, Steve holds a degree in Finance from East Carolina University. Active in serving the green industry, Steve is Past-President of the Florida Nursery Growers & Landscape Association - Tampa Chapter and has been featured in "In the Field" magazine. He is a Florida Certified Landscape Contractor and Florida Certified Arborist. Prior to starting CLM, Steve was the Florida Region Manager for a Southeast Regional Landscape Maintenance Firm.



JARRETT MYERS, COO, Co-Founder and Visionary of Capital Land Management. Jarrett holds an A.S. in CAD as well as many green industry certifications. As CEO, Jarrett provides the leadership and system integration to allow Capital Land Management to grow while ensuring our service is not compromised. "My goal is to continually challenge my team to not only meet, but exceed expectations.



JOSH BURTON, CRO is a veteran green industry leader specializing in large contract management projects. He has a Bachelor of Science in Horticulture Production from Florida Southern College. Josh was a successful landscape business owner for 7 years before merging with capital land management.



P.J. PINEY, VP, Director of Business Development, has an A.S. in Turf and Landscape Management and is a Certified pest control operator in the State of Florida. P.J. was a successful landscape account manager and pest control business owner before merging with Capital Land Management.



why should you choose **CAPITAL LAND MANAGEMENT?**



Capital Land Management continues to grow rapidly as a leader in landscape maintenance in Central Florida. We serve Polk, Hillsborough, Pasco, Orange, and Osceola Counties.

Capital Land Management is owned and staffed by experienced, highly accredited veterans in the field of landscape maintenance. We managed large-scale multi-million dollar landscape operations in the state. Our extensive experience in large-scale landscape maintenance operations gives us an industry insider's perspective as to how local landscape maintenance companies

DEDICATED TO SERVING YOU

We are the fastest growing landscape maintenance company in Central Florida, offering both developers and property managers a better, more professional and complete service at a lower cost.

work and how the entire service can be greatly improved at no increase cost to the consumer - homeowners and property managers.

Email or call us, we'll be happy to do a thorough evaluation of your property and provide you with a FREE on-site consultation.





MAINTENANCE



CAPITAL LAND MANAGEMENT is Florida's premier commercial lawn care and landscape management company. We fully understand the importance of making a good 'first impression'. In today's competitive marketplace, the choice of whom to do business with is often based on your first impression. CLM takes pride in our lawn care and landscape management services and will strive to leave a positive impression every time we are on your property.



OUR TEAM OF PROFESSIONALS are dedicated to providing you with the highest commercial lawn care and landscape management services at a competitive price. With more than 40 years of experience, we pride ourselves on continuously striving to identify and provide the extra detail in every service, thus guaranteeing your continued satisfaction. Our knowledgeable team understands that in today's real estate market, enhancing property values is dependent upon how well they are maintained. CLM can help your property achieve design integrity and asset appreciation.



OUR COMMITMENT is to provide you the best in lawn care and landscape management services throughout the central Florida area. Our customized service contracts will keep your property perfectly manicured and cultivated, and provide you with hassle-free, professional grounds and lawn care services. We will work closely with you to ensure that we are growing your living assets.



IRRIGATION



Capital Land Management also services, repairs and installs residential and commercial Irrigation Systems.

We're highly experienced and we comply with all local city and county government and Southwest Florida Water Management District (Swiftmud) regulations and restrictions. This includes the installation of water savers, such as rain sensors and, soil moisture detection, and low volume irrigation.

We're one of the few professional Landscape Maintenance companies in Central Florida who is also properly licensed to service Irrigation Systems. This means we can save you money, because our landscape maintenance programs include servicing and inspecting your Irrigation System.

OUR ONCE-A-MONTH IRRIGATION CHECK-UPS INCLUDE:

- Check timer program settings and reset as needed.
- Program your timer for new sod/landscaping needs and time changes.
- Test each zone for proper coverage.
- Clean and adjust sprinkler heads as well as inspect heads and nozzles for damage.
- Straighten heads as necessary.
- Check all control valves.
- Survey property for any leaks.
- Inspect pump station/water supply functions.
- Inspect all other mechanical systems for defects.
- Keep customer informed about innovative water saving technology.

If necessary, we can improve and upgrade your existing Irrigation System with the newest, most advanced technologies available. Plus, we also do design and installations.





LANDSCAPE ENHANCEMENT *and Design*



We can install any size landscape design project. From small residential landscape and irrigation needs to larger, more intricate and extensive landscapes, we do it all at an affordable price.

Our experienced landscape design team can design a more beautiful and sustainable landscape that requires less water and ongoing care. We design and install original landscapes and irrigation systems. Plus, we also do redesigns, upgrades and beautifications to existing landscapes.

Capital Land Management produces gorgeous landscapes that are well planned, lush and colorful. We use the right plants in the right places, taking in account precise soil pH, moisture and sun/shade temperature conditions. Plus, we help homeowners and property managers avoid costly mistakes beforehand. Best of all, our Landscape Design services cost substantially LESS MONEY than others in the business.



9 PRINCIPLES OF FLORIDA-FRIENDLY LANDSCAPING

- Right Plant, Right Place
- Water Efficiently
- Fertilize as Needed
- Maximize Mulch
- Attract Wildlife
- Control Pests Responsibly
- Recycle
- Reduce Storm Water Runoff
- Protect the Waterfront



At Capital Land Management, we adhere to the above 9 principles when designing your landscape.



FERTILIZER & PEST MANAGEMENT



LAWN TREATMENT PROGRAM

Capital Land Management offers a Lawn Treatment Program designed to build a stronger, healthier lawn that is able to withstand the harsh elements our Florida weather brings. We design each application according to the time of year and the current conditions of your lawn.

Our basic Lawn Treatment Program includes six treatments per year. This includes:

- Fertilizer with iron and other micro-nutrients
- Turf Damaging Insect Control
- Broadleaf Weed Control

Capital Land Management also offers extensive knowledge managing Zoysia & Bermuda exposure!

If you ever have concerns about your lawn in between regularly scheduled treatments, we respond promptly and re-treat your lawn if necessary. We'll also make further recommendations to help you achieve the desired results.

Occasionally, your lawn may require additional applications that are not part of our basic program. We can provide additional assessments and estimates based on your lawn's needs. These problem areas include the following:

- Fungus
- Fire Ants
- Fleas & Ticks
- Sedge Grass
- pH Correction
- Round-up* Applications

TREE/PLANT/FLOWER CARE PROGRAM

Capital Land Management also offers a proven Plant Care Program designed to protect your living assets and enhance the appearance of your landscaping year-round. It includes between two to four treatments per year.

Our plant care treatments combine the use of slow release and quick-feed fertilizers specifically intended for shrubs and small trees. We also treat for insects and diseases that can harm your plants by using the latest systematic control products. Our treatments are designed only for plants and trees that actually need additional fertilization to survive.

At Capital Land Management, we don't believe in using one fertilizer for all plants. We use the proper fertilizers for the right plant. Knowing your plants is the first step. Certain plants need acidic type fertilizers, while others either need a slow release or fast release fertilizer with the proper micro-nutrients. Palms, in particular, require a big micro-nutrient package that differs from other plants.

Capital Land Management is also certified by Arborjet to treat trees and palms from insects, disease, and nutrient deficiency.

If you ever have concerns between your regularly scheduled treatments, we respond promptly and re-treat your shrubs and other plants if necessary.



REFERENCES

Community: Celebration CDD - Celebration, FL
Contract Amount: \$987,000
Point of Contact: Russell Simmons, Inframark
Email: Russ.Simmons@inframark.com



Since 2019 we have provided full service landscape maintenance to the common area roadways, amenity areas, and downtown village located within Celebration CDD. Our professional staff of 15 report on a daily basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 1500 acre community. In addition, to maintaining over 20 miles of trails, we also design and install all requested landscape renovations, change-out over 8,800 annuals and install 18,000 bales of pine straw annually.

Community: Connerton West CDD -Land O'Lakes, FL
Contract Amount: \$320,000
Point of Contact: John Toborg, Rizzetta & Co.
Email: jtoborg@rizzetta.com



Since 2018 we have provided full service landscape maintenance to the common area roadways, amenity areas located within Connerton West CDD. Our professional staff of 4 report on a daily basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 700 acre community. In addition, we also design and install all requested landscape renovations, change-out over 20,000 annuals and install 2000 yards mulch annually.

Community: Fishhawk CDD I, II, III - Lithia, FL
Contract Amount: \$863,400
Point of Contact: John Toborg, Rizzetta & Co.
Email: jtoborg@rizzetta.com



Since 2017 we have provided full service landscape maintenance to the common area roadways, amenity areas, schools, and individual HOA's located within the Fishhawk CDD I, II, III. Our professional staff of 15 report on a daily basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 400 acre community. In addition to maintaining over 30 miles of trails, we also design and install all requested landscape renovations, change-out over 12,000 annuals and install over 1200 yards of mulch per year.



CAPITAL Land Management

**Design-Build
Maintenance
Agronomics
Irrigation**

Dade City

Lakeland

Orlando

Tampa

Community: Grasslands HOA - Lakeland, FL
Contract Amount: \$520,000
Point of Contact: Diana Albritton, Extreme Management
Email: diana@hoamt.com



Since 2013 we have managed Grasslands HOA which includes over one mile of Central Boulevard leading to six individual subdivisions comprising over 275 estate homes. Our site based team of 8 landscape professionals report daily to Grasslands and manage all mowing, turf and ornamental fertilization and pest control, as well as detail to all homes and common areas.

Community: Harbor Bay CDD
Contract Amount: \$447,300
Point of Contact: Doug Ivester
Email: divester@bestpropertyservices.com



Since 2019 we have provided full service landscape maintenance to the common area roadways, amenity areas. Our Professional staff of 9 report on a daily basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 500 acre community. In addition we also design and install all requested landscape renovations, change out over 4,000 annuals annually and install mulch upon request.

Community: Harbour Isles CDD - Riverview, FL
Contract Amount: \$101,000
Point of Contact: John Toborg, Rizzetta & Co.
Email: jtoborg@rizzetta.com



Since 2018 we have provided full service landscape maintenance to the common area roadways, amenity areas located within Harbour Isles CDD. Our professional staff of 5 report on a weekly basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 300 acre community. In addition, we also design and install all requested landscape renovations, change-out annuals on a quarterly basis and install mulch annually.



CAPITAL Land Management

**Design-Build
Maintenance
Agronomics
Irrigation**

Dade City

Lakeland

Orlando

Tampa

Community: High Vista at Ridgewood Lakes - Davenport, FL
Contract Amount: \$271,000
Point of Contact: Dennis Wyrobeck, Board President
Email: wyroeck1@gmail.com



Since 2017 we have provided full service landscape maintenance to the amenity areas and mowing services to the 623 resident owners of High Vista. In addition to weekly mowing services that are accomplished in a period of 2 days, we provide daily porter services to the amenity areas Sunday thru Saturday.

Community: Park Square Homes - Orange & Osceola Counties, FL
Contract Amount: \$1,200,000
Point of Contact: Roy Hughes
Email: rhughes@parksquarehomes.com



Since 2015 we have provided full service landscape maintenance of both resort style maintenance-free homeowner associations and traditional homeowner associations located in south Orlando. Each resort community boast over 200 homes and are actively being developed by Park Square Homes. Resort communities include Bella Vida, Sonoma, Veranda Palms, and Watersong Resort. Within the traditional homeowner associations we maintain the community's common areas and amenity centers.

Community: Taylor Morrison Homes - Hillsborough & Pasco Counties, FL
Contract Amount: \$600,000
Point of Contact: Kiera Calhoun, Taylor Morrison
Email: kcalhoun@taylormorrison.com



Since 2016 we have provided full service landscape maintenance to 10 homeowner's associations that are actively being developed in the Tampa region. In some of the communities we maintain only common areas, however, the communities that are sold as maintenance-free, we maintain both commons and individual homes.

EXHIBIT B

Scope of Services

1. Project Scope
 - 1.1. General Overview
 - 1.2. CDD Development & HOA

2. General Contractor Requirements and Procedures
 - 2.1. Operation Procedures
 - 2.2. Key Personnel
 - 2.3. Personnel Dress Code
 - 2.4. Personnel Conduct
 - 2.5. Safety Program
 - 2.6. Facility Location
 - 2.7. Subcontractor's
 - 2.8. Consultants
 - 2.9. Document Control and Data Maintenance
 - 2.10. Verification of Data
 - 2.11. Ownership of Data
 - 2.12. Quality Control

3. Coordination
 - 3.1. General Coordination
 - 3.2. Contractor's Project Manager

4. Scheduled Operations and Maintenance
 - 4.1. Turf Care
 - 4.2. Shrubs/Ground Cover Care
 - 4.3. Tree Care
 - 4.4. Irrigation System
 - 4.5. Litter Removal

5. Unscheduled Maintenance and Repairs
 - 5.1. General
 - 5.2. Damaged Facilities
 - 5.3. Emergency Repairs
 - 5.4. Unscheduled Maintenance

6. Administration/Maintenance/Operations Program
 - 6.1. General
 - 6.2. Administration
 - 6.3. Operations
 - 6.4. Maintenance

7. Response Time
 - 7.1. General
 - 7.2. Emergency Response Program

1. PROJECT SCOPE

The Contractor shall provide landscape, irrigation and general grounds maintenance for VillaSol Community Development District.

1.1 General Overview

VillaSol, located in the City of Kissimmee, Simpson Road, it is a planned residential community.

1.2 Community Development District (CDD)

The District is a local unit of special purpose government which was established pursuant an ordinance enacted, ordered and approved by the City of Kissimmee.

The CDD areas to be included in this landscape and ground maintenance Scope of Services are generally defined as all the public lands within VillaSol. These areas and elements include public parks, roadway shoulder areas (landscape, irrigation, and sidewalks), stormwater management ponds, roadway bridges, culverts and headwalls. These areas are highlighted in green, on the attached map.

2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

2.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the Owner. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the Owner.

2.2 Key Personnel

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

2.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Manager shall serve as the point of contact between the Owner and Contractor. The Manager shall be responsible for coordinating all scheduled services with the Owner and for the timely scheduling of unscheduled maintenance services.

- 2.2.3 Contractor shall provide at least one (1) full time Field Supervisor to observe and monitor the daily activities including landscape, irrigation, and general grounds maintenance operations.

2.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

2.4 Personnel Conduct

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

2.5 Safety Program

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

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

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

2.6 Facility Location

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

2.7 Subcontractors

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

The Contractor shall notify the owner of any subcontractors to be used on the property. The owner will have the right to reject any subcontractors.

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

2.8 Consultants

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

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

2.9 Document Control and Data Maintenance

2.9.1 Document Control

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

2.9.2 Data Maintenance

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

2.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred

- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

2.10 Verification of Data

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

2.11 Ownership of Data

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

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

2.12 Quality Control

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor's Services and materials, which in the Owner's opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from the irrigation system as directed by the Owner. All replacements shall meet the original design, specification, and quality of surrounding related material. Any other CDD items damaged due to Contractor's negligence shall be repaired or replaced as directed by the Owner at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Owner.

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

3. COORDINATION

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

3.1 General Coordination

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

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

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

- CDD District Manager
- CDD District Engineer
- Osceola County and its various departments
- Florida Department of Transportation
- Adjacent property Owners, as directed by the Owner
- City of Kissimmee

3.2 Contractor's Project Manager

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (beeper or cellular phone) and shall respond to such calls within twenty minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by Owner.

4. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, pressure washing and litter removal, as required in this Agreement. The contractor shall make a complete site inspection of VillaSol, specifically the areas of maintenance. The attachment map includes plans identifying the general limits of maintenance by neighborhood. All landscaping, hardscape, structures (fences, entry features, benches, trash cans, etc.) within the CDD areas shall be maintained by this contractor in accordance with the following requirements:

4.1 Turf Care

4.1.1 Mowing

- a. All lawns, located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October and once every other week from November through February. Mowing shall be performed at a minimum frequency of forty (40) times a year.
- b. St. Augustine and Bahia turf areas shall be cut to a height of no more than three (3) inches nor less than two and one-half (2 ½) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

4.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.

- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufactures guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.), along roadways as required by federal, state or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

4.1.3 Trimming

All areas inaccessible to mowers, and/or otherwise unmowable due to trees, light poles, chain-link fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within 6" of any vinyl fence posts. All other chemical use will not be permitted unless approved by Owner.

4.1.4 Weed and Disease Control

- a. Two (2) applications (full coverage) of weed and disease/fungus control shall be provided in the month of March and November of each year for all St. Augustine and Bahia areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 4.2.2.
- b. Turf areas shall be continuously monitored for infestations of disease/fungus, and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All state and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied when the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine turf. Bahia shall be fertilized three (3) times per year (March, July and November). Additional applications of micronutrients may be needed in July or August for St. Augustine turf. Analysis, scheduled applications, and application rates per 1000 s.f. shall be approved by the Owner and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application, and should always meet the specific site condition and the type of turf. The minimum application rate shall be 1 lb. of Nitrogen per 1000 s.f. per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- c. A state inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- d. To maintain uniform turf color, fertilization shall be completed within ten (10) working days for the community.
- e. All fertilizers shall be kept out of canals and stormwater retention ponds and be removed immediately from all sidewalks and roadways.
- f. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- g. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- h. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.1.6 Pest Control

- a. The Contractor shall provide four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for St. Augustine and two (2) applications of insect control per year in May and July for Bahia. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

4.1.7 PH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil tests and the pH adjustments shall be considered part of the base Scope of Services.

4.2 Shrubs/Ground Cover Care

4.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every three weeks. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of bark or chips. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice-to-proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least 3' full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub

damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.

- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February - April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned monthly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned monthly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- l. A schedule for pruning shall be submitted within 30 calendar days of the notice-to-proceed with the Services for Owner's approval.
- m. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

4.2.2 VillaSol CDD annual amount is 800 total.

Contractor shall be responsible for pricing installation of four (4) annual rotations. All annuals shall be 4" container-grown Grade "A" plants with multiple blooms at the time of installation. All prices should be including soil amendments, mulch, labor, taxes, etc. association with installation. All plants should be in bloom at time of planting. Specific colors and varieties shall be mutually agreed upon prior to installation. Contractor is responsible for the spacing of seasonal plants as shown below:

- a) Distance away from curbs, turf lines, etc. annuals 10"
- b) On center (o.c.) spacings, annuals 10"

4.2.3 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds, to a level that is acceptable to the Owner, by hand pulling or chemical means, as environmental, horticultural, and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly

recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. It shall be weeded once (1) per month in conjunction with its detailing schedule. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.

- b. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.2.4 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May, and October). Analysis shall include a trace element of iron, magnesium, zinc, and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 SF of bed area.
- c. Fertilizers shall have the following:
 1. Forty- percent nitrogen derived from ammonium sulfate; 60% from controlled release.
 2. A ratio of nitrogen to potassium at 1 to 1.
 3. Two percent iron - minimum.
 4. Two percent magnesium - minimum.
 5. One percent magnesia - minimum.
 6. Three percent phosphorous - minimum.
 7. Include elements of calcium, boron, copper, zinc, and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A state inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.

- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.2.5 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October, and December. It shall be monitored and treated on an as-needed basis. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with federal, state, and county directives on environmental control and carry an EPA approval number.
- e. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

4.2.6 Mulching

All mulched beds shall be turned over for a fresh appearance during every other required bed detailing sequence. Premium grade pine bark mulch shall be installed once a year in November at a depth of 1 ½" to 2". Mulch in excess of 2" shall be removed from the planting areas.

4.2.7 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground covers as per section 4.1.7.

4.3 Tree Care**4.3.1 Pruning**

- a. Removal of dead limbs and branches from all trees shall occur at a minimum of two times per year, once in February and again in August, or as directed by the Owner. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- b. Remove all sucker growth from base of trees on a regular basis. Remove any limbs, which in the Owner's opinion, poses a threat to public safety. Provide specific pruning practices, unless otherwise directed by the Owner, for the following items:
 - Oaks - Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
 - Crape Myrtle - Crape Myrtles shall be tipped in January, but only by approximately 2' - 3'. Severe topping shall be considered out of character.
 - Wax Myrtle - Wax Myrtles shall be tipped mildly in January, cleaned at the base to 2' clear trunk and dead wood removed.
 - Holly - Burford Hollies shall be kept full headed, and pruned only to bring clear trunk level to 2' above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Severe shearing into "pyramids or lollipops" shall be avoided.
 - Ligustrum - Hand clipped for natural form. Severe shearing into globes shall be avoided, unless directed by the Owner.
 - Magnolias - Prune only sucker growth and to maintain an attractive, clear trunk appearance.
- c. Trees located in buffer areas shall be pruned twice (2) a year. These trees shall be pruned to promote dense canopy for screening and to provide a neat

appearance. The Owner shall provide specific instructions for pruning trees in buffer areas.

- d. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).
- e. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
- f. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- g. Selective pruning and shaping shall be performed as needed to expose landscape lights.

4.4 Irrigation System

4.4.1 General Requirements

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 2.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed monthly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. All irrigation shall run between 1:00 p.m. and 9:00 a.m. Any extension from this schedule shall be approved by the Owner.
- e. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

4.4.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system no less than once every month. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following daily reports:

- Activate each zone of the existing system.
 - Visually check for and replace any damaged heads or ones needing repair.
 - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
- b. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.
 - c. Any adjustments to the spray nozzles spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as needed basis as part of the base Scope of Services.
 - d. Test ground rods once a year for conformance to manufacture's specifications and provide a report to the Owner.
 - e. Perform periodic operation and communication test of the irrigation system.

4.4.3 Valve/Valve Boxes

- a. Provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- b. Ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, as per the original construction details.

4.5 Litter Removal

4.5.1 Trash Receptacles

- a. All trash receptacles and Doggie Pots throughout the Project site shall be emptied of trash a minimum of three times per week. All trash shall be disposed of off- site. Replacement liners shall be provided by the Contractor.
- b. Contractor shall provide pest control and disinfectant once per month or as directed by the Owner.

4.5.2 Landscape Areas

Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle.

4.5.3 Road Right-of-Way, Ponds, and Parks

Contractor shall monitor all road rights-of-way, storm water ponds, and parks areas once weekly to collect any litter and dispose the litter off-site.

5. UNSCHEDULED MAINTENANCE AND REPAIRS

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Agreement. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

5.1 General

The Contractor shall be responsible for all repairs unless directed otherwise by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and therefore shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one executed copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time and material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner shall include copies of invoices from others providing work or materials on the repair.

5.2 Damaged Facilities

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

5.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Aboveground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the Owner.

- d. Any damage on property due to wash outs created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 5.1.

5.3 Emergency Repairs

- 5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by either the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time and material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.
- 5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time and material basis.
- 5.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner.

5.4 Unscheduled Maintenance

The Contractor shall provide occasional unscheduled maintenance that is in Addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

- Raise the height of irrigation heads.
- Provide clean up and touch-up finishes (paint, stucco, etc.), as necessary for any hardscape item in response to vandalism or acts of God.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide site cleanup (litter removal, pressure washing, etc.) before and after community special events.
- Provide mowing of undeveloped areas.
- Provide selective weeding and pruning for existing wooded areas.
- Light bulbs in sign lights.

6. ADMINISTRATION/MAINTENANCE/OPERATIONS PROGRAM

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

6.1 General

- 6.1.1 This program shall be a comprehensive narrative and where applicable, graphic/diagrammatic explanation of policies and procedures, which shall govern the Contractor's Services provided under this Agreement as generally outlined in this Scope of Services. The program document shall contain key information relative to the major components described below.
- 6.1.2 The program document shall be presented in a three-ring binder using standard 8 ½ x 11 pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11 x 17 pages for diagrams and/or graphics that fold out if necessary. The document shall include as a minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data dispersal).
- 6.1.3 The program document shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.
- 6.1.4 The Contractor shall prepare draft copies of the document for review and comment by the Owner within thirty (30) calendar days of the notice to proceed with the Services.

6.2 Administration

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

6.3 Operations

- 6.3.1 The operations section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all operations/customer service matters generally described in the Scope of Services and as outlined below.
- 6.3.2 Organization charts for operations and customer service related functions. Include key personnel names, job titles, and phone numbers.
- 6.3.3 Policies and procedures related to emergency situations including 24-hour notification, emergency phone numbers, Contractor mobilization and response time (refer to Section 7.2, Emergency Response Program for further details), and so forth.
- 6.3.4 Policies and procedures related to the Contractor's safety program.

6.4 Maintenance

- 6.4.1 The maintenance section of the program document shall, at a minimum address those functions which are the responsibility of the Contractor related to all maintenance matters generally described in the Scope of Services and as outlined below.
- 6.4.2 Policies and procedures related to the irrigation system including an equipment guide list identifying each piece of operation equipment, using an appropriate numbering system, with a specific notation as to whether, in the event of an equipment failure, the unit must receive emergency corrective maintenance to maintain normal operation of the system.

The equipment identification shall specify as appropriate, the type of unit, make, model number, voltage, gpm, rpm, size, source for repair and/or spare parts, capacity, procurement source, purpose, and functions.

The Administration, Operation, and Maintenance Program shall be submitted by the Contractor for review and approval by the Owner's Program Manager. The Contractor shall modify the program as required by the Owner's Program Manager.

7. RESPONSE TIME

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

7.1 General

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

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

- Standard maintenance activity adjustments - varies; as directed by Owner
- Irrigation adjustments - 24 hours
- Standard repairs - one week
- Emergency repairs - three hours
- Unscheduled maintenance request - as needed, as soon as four hours
- Plant material replacement - two weeks

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

7.2 Emergency Response Program

The Contractor shall develop, implement, and maintain an emergency response program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Irrigation line breaks
- Equipment failures
- Chemical spills
- Additionally, the ERP shall address the following:
 - Responsible parties to be notified
 - Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
 - Procedures for notifying the Owner, District Manager, Property Manager the VillaSol community, and other utility companies affected by the listed emergency
 - Hurricane damage
- The contractor shall prepare, maintain, and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the Owner.

END OF SCOPE OF SERVICES

EXHIBIT C

MAP



SUMMARY OF GROUNDS MAINTENANCE SERVICE FEES:

Service	Annual	Monthly
Mowing, Edging, Weeding, & Pruning Program	\$55,092	\$4,591
Turf & Shrub Fertilization & Pest Control Program	\$9,600	\$800.00
Irrigation Inspection Program	\$3,000	\$250.00
Seasonal Color Program – Up to 800 4” annuals changed out 4x per year.	\$6,360	\$530.00
Dog waste stations – changed 3x per week	\$3,000	\$250
Mulch – Up to 165 cubic yards installed	\$8,244	687.00
TOTAL FOR ALL SERVICES	\$85,296	\$7,108



Terms and Conditions

This Landscape Services Agreement (this “Agreement”) is made as of _____ between _____ (“Client”) and **Capital Land Management Corporation** (“Contractor”).

The initial term of this Agreement shall be 12 month(s) commencing on _____ and terminating on _____ (the “Initial Term”). Thereafter, this Agreement shall renew automatically for successive one-year terms, unless sooner terminated by either party giving written notice at least 30 days prior to the end of the Initial Term, or the then current renewal term. For Services furnished pursuant to this Agreement, Client shall pay Contractor a service fee of \$ _____ in year one of this Agreement (the “Service Fee”). The Service Fee payable in each succeeding year shall be subject to an annual adjustment thereafter as agreed upon by both the Client and Contractor. Payment of the applicable year Service Fee shall be made in **twelve [12]** equal monthly installments of \$ _____.

1. Contractor agrees to provide all labor, supervision, and equipment necessary to carry out the scope of work outlined above on a routine schedule that is sensitive to the overall function of the property. All work shall be performed professionally in accordance with generally accepted horticultural practices. There shall be no variance from this scope of work unless expressly stated through an addendum.
2. Owner agrees to pay contractor dollars as total compensation for the performance of the terms of this agreement. Payment by check or credit card is accepted. If owner uses a credit card to make payment there will be a 3% surcharge added to the total amount of each invoice. Said compensation shall be paid monthly. Invoices shall be sent to the owner by the 5th day of each month and will be due and payable to the Capital Land Management Corporation no later than the 15th of the same month. Invoices not paid within terms are subject to a 1.50 % monthly finance charge. If payment is not received by the 30th day after the invoice date, contractor will suspend services until payment is received. Services will resume upon receipt of payment.
3. **Either party may cancel this agreement with thirty (30) days prior written notice mailed to the party at the addresses listed in this Agreement. During this thirty (30) day period, lawn service will continue at the normal rates listed in this Agreement.**
4. Contractor will not be held responsible for pre-existing conditions (examples; chinch bug damage, inadequate tree pruning, etc.), damage caused by others, or weather acts of freeze, drought, excessive rains, severe wind, and hail. Contractor shall assume no responsibility or liability for personal injury or property damage arising out of or resulting, directly or indirectly, from the accumulation of water, falling limbs, leaves or other debris on sidewalks, walkways, curbs and other paved surfaces between scheduled visits by maintenance crews.
5. Customer is aware that weather conditions such as, but not limited to, rain may cause a delay in service. In which case Contractor may not service property on normally scheduled day. It is understood that depending on the length and severity of the rain, it may take Contractor varying amounts of time to fulfill all work covered under this service agreement. Contractor will exercise its best judgment for the services needed, based upon growth of grass and existing conditions at that time.
6. For Customers safety, neither the Contractor, nor any of its employees are to be approached while using any equipment.



- 7. The Contractor will carry General Liability Insurance, including completed operations with a coverage amount of \$1,000,000 per occurrence and carry Worker’s Compensation, statutory limits including Employer’s liability as required by law on his employees and provide proof of same to the Customer. The Contractor is also responsible for obtaining and licenses and/or permits required by law for activities on Customer’s property.**

The undersigned parties warrant that they are authorized representatives of their respective companies or residence and have the requisite authority to bind their employer and/or principle.

Client Signature: _____ **Date:** _____

Print Name / Title: _____

Capital Land Mgmt. Signature: _____ **Date:** _____

Print Name / Title: _____

With increasing interest in our environmental impact on our Florida lands, CLM understands the importance of staying informed and is continually updated by the agencies below to ensure your land and community are in compliance and conserving and preserving Florida's limited natural resources.



We Know What Grows



**CAPITAL LAND
MANAGEMENT**
GROWING YOUR LIVING ASSETS

Josh Burton • 863.370.9126
Jarrett Myers • 813.469.8716
P.J. Piney • 863.797.9970

OFFICES
Tampa • Lakeland • Orlando

WWW.CAPITALLAND.NET

7D.

7Di.

Proposal for Extra Work at Villa Sol CDD

Property Name	Villa Sol CDD	Contact	Freddy Blanco
Property Address	2896 Boggy Creek Rd Kissimmee, FL 34744	To	VillaSol CDD
		Billing Address	Attn: Anna Golovan 210 N University Dr. - Ste. 702 Coral Springs, FL 33071

Project Name Behind Monument Sign, at the entrance of the community
 Project Description Remove Dead palm tree

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Remove dead palm tree, flush cut

For internal use only

SO# 7321509
JOB# 345203017
Service Line 300

Total Price \$550.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
 103 West 7th Street, Orlando, FL 32824 ph. (407) 292-9600 fax (407) 291-4966

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature: _____ Title: _____

Freddy Blanco September 09, 2020

Printed Name: _____ Date: _____

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature: _____ Title: _____

Sergio Libanoro September 09, 2020

Printed Name: _____ Date: _____

Job #: 345203017 Proposed Price: \$550.00

SO # 7321509

7Dii.

Proposal for Extra Work at Villa Sol CDD

Property Name	Villa Sol CDD	Contact	Freddy Blanco
Property Address	2896 Boggy Creek Rd Kissimmee, FL 34744	To	VillaSol CDD
		Billing Address	Attn: Anna Golovan 210 N University Dr. - Ste. 702 Coral Springs, FL 33071
Project Name	At the open field, near the main Blvd.		
Project Description	Remove two dead trees		

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Remove two dead trees, flush cut

For internal use only

SO# 7321524
JOB# 345203017
Service Line 130

Total Price \$300.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
103 West 7th Street, Orlando, FL 32824 ph. (407) 292-9600 fax (407) 291-4966

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
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13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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Customer

Property Manager

Signature: _____	Title: _____
Freddy Blanco	September 09, 2020
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature: _____	Title: _____
Sergio Libanoro	September 09, 2020
Printed Name	Date

Job #: 345203017 **Proposed Price:** \$300.00
SO # 7321524

7E.

7Ei

Client/Community:		Proposal Date:	
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Qty.	Equipment to be Repaired/Replaced	Unit Cost	Extended Cost

Total Charges \$
(Plus any applicable taxes)

Scope of Work:

HIDDEN EYES, LLC d/b/a Envera Systems:	
Signature	
Print Name	
Title / Position	
Date	

CLIENT:	
Signature	
Print Name	
Title / Position	
Date	

7Eii



Invoice #000094

New Invoice

We appreciate your business. Make all checks payable to O&M General Services LLC or pay here via Credit Card using link provided

Bill To	Invoice Details	Deposit	Balance
Villa SOL CDD Inframark ariel.medina@inframark.com Kissimmee Kissimmee, FL 34747	PDF created November 5, 2020 \$2,230.00	Due Nov 5, 2020 \$1,115.00	Due December 5, 2020 \$1,115.00

Item	Quantity	Price	Amount
Retention Wall back pool <i>Build new wall for pool area with proper draining system 30 x 2</i>	1	\$2,230.00	\$2,230.00
Subtotal			\$2,230.00

Total Due **\$2,230.00**

Deposit Unpaid • Due on Nov 5, 2020	\$1,115.00
Balance Unpaid • Due on Dec 5, 2020	\$1,115.00



Pay online

To pay your invoice go to <https://gosq.me/u/ACskOBBY>
 Or open your camera on your mobile device, and place the code on the left within the camera's view.