

Poitras East Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900
<http://poitraseastcdd.com/>

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Poitras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, October 18, 2022, at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

District Staff, please use the following information to join via the computer or the conference line:

Phone: 1-844-621-3956

Computer: pfmgroup.webex.com

Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the August 16, 2022, Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2023-01, Amending the Annual Meeting Schedule for Fiscal Year 2023**

Business Matters

- 3. **Review of Post Hurricane Ian Report**
 - a. **Consideration of Hurricane Landscape Replacement Proposals (*provided under separate cover*)**
- 4. **Consideration of Interlocal Agreement (*provided under separate cover*)**
- 5. **Consideration of Agreement for Underwriting Services with MBS Capital Markets, LLC**
- 6. **Consideration of Cepra Landscape Proposals**
 - a. **Pearson South**
 - b. **Selten Way**
- 7. **Ratification of Access and Utility Easement for Poitras East Parcel N-6 Ph4 (*provided under separate cover*)**
- 8. **Ratification of Egis Insurance Package for FY 2023**
- 9. **Ratification of Operation and Maintenance Expenditures Paid in August 2022 in an amount totaling \$20,571.60**
- 10. **Ratification of Operation and Maintenance Expenditures Paid in September 2022 in an amount totaling \$54,639.09**
- 11. **Ratification of Requisition Nos. 2020-178 – 2020-185 Paid in August 2022 in an amount totaling \$847,633.50**
- 12. **Ratification of Requisition Nos. 2020-186 – 2020-192 Paid in September 2022 in an amount totaling \$963,589.69**
- 13. **Recommendation of Work Authorization/Proposed Services (*if applicable*)**
- 14. **Review of District's Financial Position and Budget to Actual YTD**



Other Business

A. Staff Reports

1. District Counsel
2. District Manager
3. District Engineer
4. Construction Supervisor
5. Landscape Supervisor
6. Irrigation Supervisor

B. Supervisor Requests

Adjournment



Postras East Community Development District

**Minutes of the August 16, 2022,
Board of Supervisors' Meeting**

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

FIRST ORDER OF BUSINESS

Roll Call to Confirm Quorum

The Board of Supervisors' Meeting for the Poitras East Community Development District was called to order on Tuesday, August 16, 2022, at 4:00 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

Richard Levey	Chairman
Rob Adams	Vice Chair
Frank Paris	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	
Amanda Lane	PFM	(via phone)
Jorge Jimenez	PFM	(via phone)
Tucker Mackie	Kutak Rock	
Ryan Dugan	Kutak Rock	
Jeffrey Newton	Donald W. McIntosh Associates	
Larry Kaufmann	Construction Supervisor	(via phone)
Aaron Wilbanks	Berman	
Scott Thacker	Berman	(via phone)
Matt McDermott	Landscape Supervisor	

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey called for public comments. There were no public comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
June 19, 2022, Auditor Selection
Committee Meeting**

The Board reviewed the minutes of the June 19, 2022, Auditor Selection Committee Meeting.

On motion by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Minutes of the June 19, 2022, Auditor Selection Committee Meeting.

FOURTH ORDER OF BUSINESS

**Consideration of the Minutes of the
July 19, 2022, Board of Supervisors'
Meeting**

The Board reviewed the minutes of the July 19, 2022, Board of Supervisors' Meeting.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the minutes of the July 19, 2022, Board of Supervisors' Meeting.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-04, Approving an Annual Meeting Schedule for Fiscal Year 2023

Ms. Walden stated the District is recommending keeping the third Tuesday of every month at 4:00 p.m. at the current location, with one exception being to move up the week of Christmas, and keeping the Construction Committee meeting the same, which will start October 6, 2022, and will occur every other Thursday at the same current time and location.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved Resolution 2022-04, Approving an Annual Meeting Schedule for Fiscal Year 2023 with the Board of Supervisors' Meeting schedule taking place on the third Tuesday of each month, except December which is to take place on the second Tuesday, at 4:00 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, Florida 32827 and the Construction Committee Meeting schedule taking place every other Thursday at 3:30 p.m. at the office of Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789.

SIXTH ORDER OF BUSINESS

Consideration of Fiscal Year 2022 Audit Engagement Letter with Grau

Ms. Walden stated at the last meeting the Board accepted the recommendation from the Auditor Selection Committee. Afterwards District staff notified the auditor that they had been selected, and they sent over the engagement letter which is attached. She stated that the fee falls within the budget and what they had previously presented to the Board.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Fiscal Year 2022 Audit Engagement Letter with Grau & Associates, Inc.

SEVENTH ORDER OF BUSINESS

Consideration of Interlocal Agreement

Ms. Mackie stated this item will be tabled until the next meeting.

EIGHTH ORDER OF BUSINESS

Consideration of OUC Agreement for Poitras Pearson Ave Ph. 1 & 2

Mr. Kaufmann stated this is a standard Streetlight Agreement with OUC for those two sections of Pearson Avenue.

On motion by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the OUC Agreement for Poitras Pearson Ave Ph. 1 & 2.

NINTH ORDER OF BUSINESS

Ratification of Promissory Note for Pearson Avenue Phase 1 Wastewater Acquisition

Ms. Mackie stated the Board previously approved and acquired the wastewater improvements associated with Parcel N3 Street A and LS-C in an amount equaling \$656,466.18. As opposed to drawing down on construction proceeds, the Developer requested that the District execute this promissory note instead. She noted the Chair executed this note outside of a meeting and is requesting ratification.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the Promissory Note for Pearson Avenue Phase 1 Wastewater Acquisition.

TENTH ORDER OF BUSINESS

Ratification of Partial Releases of Property from Imposition of Special Assessments

Ms. Mackie stated on the last agenda the Board considered a release of special assessments associated with the lift station tract within the Toll Brothers development. She explained these are now for the other two lift stations. One station is in Parcel N3 and was part of the recent Pearson Avenue Phase 1 Wastewater Acquisition, and the other is in Parcel N7. Both of these lift stations are to be transferred to Orange County for ownership, operation, and maintenance. Ms. Mackie stated the District has been asked by Orange County to release the assessments associated with these lift station tracts. Although there were no assessments levied due to the fact that Orange County is ultimately taking the title, they are requesting this release. An estoppel from the District Manager was also sent notating this as well.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the Partial Releases of Property from Imposition of Special Assessments.

ELEVENTH ORDER OF BUSINESS

Ratification of 42nd Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc.

Ms. Mackie noted in connection with the conveyance of the lift station tracts to Orange County they also requested that the property be removed from the declaration for the Master Association, and the District joined and consented to that release.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the 42nd Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easement for Laureate Park Master Association, Inc.

TWELFTH ORDER OF BUSINESS

Public Hearing on the Adoption of the District's Annual Budget

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2022-05, Adopting the Fiscal Year 2023 Budget and Appropriating Funds**

Dr. Levey asked for a motion to open the public hearing.

On motion by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District opened the public hearing.

Ms. Walden noted the District did notice this hearing pursuant to Florida Statutes. Dr. Levey noted there were no public comments.

On motion by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District closed the public hearing.

Ms. Walden stated this is the same budget the Board approved back in May.

On motion by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development approved Resolution 2022-05, Adopting the Fiscal Year 2023 Budget and Appropriating Funds.

THIRTEENTH ORDER OF BUSINESS

Consideration of Resolution 2022-06, Adopting an Assessment Roll for Fiscal Year 2023 and Certifying Special Assessments for Collection

Ms. Walden stated this will impose the special assessments for Fiscal Year 2023 based on the budgets that were just adopted.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved Resolution 2022-06, Adopting an Assessment Roll for Fiscal Year 2023 Budget and Appropriating Funds.

FOURTEENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in July 2022 in an amount totaling \$10,882.80

Dr. Levey stated these have been approved and need to be ratified.

On motion by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the Operation and Maintenance Expenditures Paid in July 2022 in an amount totaling \$10,882.80.

FIFTEENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2020-169 – 2020-177 Paid in July 2022 in an amount totaling \$1,229,258.92

Dr. Levey stated these have been approved and need to be ratified.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District Ratified Requisition Nos. 2020-169 – 2020-177 paid in July 2022 in an amount totaling \$1,229,258.92.

SIXTEENTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Mr. Kaufmann explained there is one Work Authorization with Kittelson & Associates, which is the Second Amendment to their Agreement for Traffic Engineering Services. This involves the traffic signal at Narcoossee Rd. and Phase 1A of Luminary Blvd. This proposal is for \$10,000.00 for additional services to accommodate changes to the constructed location of the pedestrian push buttons that do not conform to accessibility regulations.

Dr. Levey questioned how the District got here. Mr. Newton explained Kittelson designed and processed the signal for permitting, and Orange County issued the permit and inspected it while it was being installed. When it was finished, Orange County accepted the signal, but during the as-built process Kittelson discovered that the ped signal poles and the associated pedestrian push buttons had been moved from the plan location to a different location by Florida Industrial Electric, who is the District's contractor. Dr. Levey asked why they moved it. Mr. Newton responded that there are a couple of requirements dealing with

pedestrian push buttons. The first is that it must be located next to a flat landing area to meet ADA requirements, and the second is that it is required to be located within 10 feet of the curb line. He stated this was all in the original plans, and Florida Industrial Electric changed the location without an RFI. Dr. Levey asked why Florida Industrial Electric is not being held accountable for this cost. Mr. Newton explained that the contractor is being held accountable for the cost and that their contract is still open with enough funds in the retainage to cover this cost. Mr. Newton told the contractor that they wouldn't get the retainage back until the issue is resolved.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Work Authorization for the Second Addendum to Agreement for Traffic Engineering Services with Kittelson & Associates, Inc. in the amount of \$10,000.00.

SEVENTEENTH ORDER OF BUSINESS

Review of District's Financial Position and Budget to Actual YTD

The Board reviewed the District's Financial Statements through July 31, 2022. Ms. Walden noted that the District has expenses of \$117,000.00 vs. a budget of \$361,000.00, which is amounts to approximately 33% of the budget being spent so far.

EIGHTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel –

No report.

District Manager –

Ms. Walden noted that the next meeting is scheduled for Tuesday, September 20, 2022. Also, a calendar invite will be coming in a few days for the next Fiscal Year meetings. She also noted District staff met with the insurance company, Egis, and discussed some items. The insurance company brought up the lift station and they explained that one of the main reasons to get this insured is because they have seen other Districts where lighting has hit and cost a lot of money in damages. A quote was provided today with an effective date of August 12, 2022, through the end of the Fiscal Year for \$520.00 and then for an annual amount it would be roughly \$2,666.00. Ms. Walden stated there are ample funds to cover this cost in the budget.

Dr. Levey asked if all Districts are required to do this. Ms. Mackie explained that this District is the only one that owns a lift station as the rest will go over to Orange County for them to maintain. Mr. Newton stated Poitras is in the sewer service area of Orange County, and they have a policy that they will not accept a lift station for County operation and maintenance that does not serve single-family residential homes, and this lift station serves only multi-family and commercial.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the District Manager adding insurance coverage for the lift station with Egis.

District Engineer –

Mr. Newton reviewed the Construction Status Memorandum (Minutes Exhibit A).

For Master Infrastructure Phase 1A, it is in the process of being closed out and there are a couple of change orders that need to be considered. Phase 1A is being constructed by TDCP and they are dealing with those change orders. The color machine at the paver plant went down but has been repaired and is back online. The pavers should be in this week and should be on schedule to be done by the end of next week.

For Master Infrastructure Phase 1B, the roundabout truck apron, second lift of asphalt, north trail landscaping, and permanent striping need to be installed and are being handled by TDCP.

For Master Infrastructure Phase 1C, the underground is 100% complete and most of the underground is done on Centerline Drive Segment F except for a couple of backordered OUC manholes and testing. HTFL has submitted a quote in the amount of \$108,300.00 for transplanting 24 heritage trees. They also submitted a quote in the amount of \$201,600.00 for landscape maintenance during the 12-month warranty period. This is a part of Jr. Davis' contract that the Board authorized under Change Order No. 3, but they marked that up 20%, so its in the best interest of the District to contract directly with HTFL and remove this cost from the Jr. Davis contract. There are three Jr. Davis Change orders that need to be considered: Change Order No. 6 in the additive amount of \$160,500.00 and an extension in construction duration of 30 days for the addition of pavers on the roundabout truck apron; Change Order No. 7 in the additive amount of \$337,107.02 and an extension in construction duration of 49 days for landscaping and irrigation; and Change Order No. 8 in the deductive amount of \$243,187.92 to remove landscape maintenance from the Jr. Davis contract.

For Master Infrastructure Phase 1D, the retaining wall within the roundabout has been completed and they should be installing the facing stone and pavers once the landscape work is completed. The south side of Laureate Blvd will be completed about the same time or shortly after completing the roundabout. Jr. Davis has requested Change Order No. 11 in the additive amount of \$188,200.00 for the addition of pavers on the roundabout truck apron. It also includes an extension in construction in a duration of 30 days.

For the Off-Site Force Main to Tavistock Lakes Blvd, the project has been released for service, accepted by Orange County Utilities, and received a certificate of completion by the City of Orlando. The Contractor's retainage has been released.

For Street A Phase 1 (Pearson Avenue), the first lift of asphalt and the west side trail have been installed, and lift station startup is complete. The wastewater clearance is pending completion of the conveyance documents with Orange County.

For Street A Phase 2 (Pearson Avenue), the Contractor is 100% complete with underground utilities and started work on the Boggy Creek Road connection. Approval is needed for Change Order No. 2 in the additive amount of \$9,853.92 for construction of a split conduit. This is to protect two existing underground fiber optic lines that run under the proposed roadway and were buried pretty shallow, so they interfered with the base of the roadway. Rather than relocating them, Sprint was okay with putting them in a conduit.

Discussion ensued regarding the truck apron on the roundabout, the pavers and the cost allocation.

On motion by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the action items of the August 16, 2022, Construction Contract Status Memorandum which amounts to approval of Change Order No. 6 for Phase 1C in the additive amount of \$160,500.00 for addition of pavers on the roundabout truck apron plus an extension in construction duration of 30 days, approval of Change Order No. 7 for Phase 1C in the additive amount of \$337,107.02 for landscaping and irrigation plus an extension in construction duration of 49 days, approval of Change Order No. 8 for Phase 1C in the deductive amount of \$243,187.92 to remove landscape maintenance from JDC's contract, approval of a Construction Agreement for Phase 1C with HTFL in the amount of \$108,300.00 for transplanting of heritage trees, approval of a Landscape Maintenance Agreement for Phase 1C with HTFL in the amount of \$201,600.00 for a period of 12 months commencing on the date of substantial completion of landscaping and irrigation construction, approval of Change Order No. 11 for Phase 1D in the additive amount of \$188,200.00 for addition of pavers on the roundabout truck apron with an extension in construction duration of 30 days, and approval of Change Order No. 2 for Pearson Avenue Phase 2 in the additive amount of \$9,853.92 for construction of a split conduit to protect existing underground fiber optic lines running under the proposed roadway with shallow burial depth.

Construction Supervisor – No report.

Landscape Supervisor – No report.

Irrigation Supervisor – No report.

NINETEENTH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

TWENTIETH ORDER OF BUSINESS**Adjournment**

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the August 16, 2022, Meeting of the Board of Supervisors for the Poitras East Community Development District was adjourned.

Secretary / Assistant Secretary

Chair / Vice Chair

MEMORANDUM



DATE: August 16, 2022

TO: Poitras East Community Development District
Board of Supervisors

FROM: Donald W. McIntosh Associates, Inc.
District Engineer

RE: Construction Contract Status

Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity.

CIVIL ENGINEERS

Master Infrastructure Phase 1A – Jr. Davis Construction Company, Inc.
(Note: this construction contract is between TDCP and JDC)

LAND PLANNERS

Construction Status: Phase 1A is in the process of close-out pending reconstruction of the truck apron, which is expected to be completed by August 20, 2022. Final inspection to close out the project is expected by the end of August.

SURVEYORS

Narcoossee/Luminary Traffic Signal – The New Florida Industrial Electric

Construction Status: Contractor and signal consultant are coordinating on a resolution to the pedestrian push button matter. Contractor has been informed that retainage will not be released until the issue is resolved.

Change Order (C.O.) Status: None

Recommended Motion: None

Master Infrastructure Phase 1B – Jr. Davis Construction Company, Inc.
(Note: this construction contract is between TDCP and JDC)

Construction Status:

The roundabout truck apron, second lift of asphalt, north trail, landscaping, and permanent thermoplastic striping remain to be installed.

2200 Park Ave. North

Winter Park, FL

Master Infrastructure Phase 1C & Centerline Drive Segment F – Jr. Davis Construction Company

32789-2355

Construction Status: Underground utilities on Phase 1C are 100% complete and roadway grading and construction continues. Contractor has completed installation of the storm drainage, reclaimed water mains, potable water mains, and sanitary sewer systems on Centerline Segment F and is awaiting videotaping and as built drawings. Contractor has

Fax 407-644-8318

407-644-4068

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Memorandum

*Re: Poitras East Community Development District
Construction Contract Status*

August 16, 2022

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completed installation of electrical conduits and pull boxes/manholes with the exception of two back ordered manholes. HTFL, Inc. has submitted a quote in the amount of \$108,300.00 for transplanting 24 heritage trees and a quote in the amount of \$201,600.00 for landscape maintenance during the 12-month warranty period. District staff believes it to be in the best interest of the District to contract directly with HTFL for the this work. The landscape maintenance was previously included in JDC's Change Order No. 3 but will be removed using a deductive change order.

Change Order (C.O.) Status: Change Order No. 6 in the additive amount of \$160,500.00 for addition of pavers on the roundabout truck apron plus an extension in construction duration of 30 days; Change Order No. 7 in the additive amount of \$337,107.02 for landscaping and irrigation plus an extension in construction duration of 49 days; and Change Order No. 8 in the deductive amount of \$243,187.92 to remove landscape maintenance from JDC's contract.

Recommended Motion: Approval of Change Order No. 6 in the additive amount of \$160,500.00 and an extension in construction duration of 30 days; approval of Change Order No. 7 in the additive amount of \$337,107.02 and an extension in construction duration of 49 days; approval of Change Order No. 8 in the deductive amount of \$243,187.92; approval of a Construction Agreement with HTFL, Inc. in the amount of \$108,300.00 for transplanting of heritage trees; and approval of a Landscape Maintenance Agreement with HTFL, Inc. in the amount of \$201,600.00 for a period of 12 months commencing on the date of substantial completion of landscaping and irrigation construction (currently anticipated January 2023).

Master Infrastructure Phase 1D – Jr. Davis Construction Company

Construction Status: Contractor has completed retaining wall construction within the roundabout and expects to install the facing stone and pavers pending completion of landscape work. Construction on the south side of Laureate Blvd (eastbound lane) will be coordinated at the same time or shortly after completing the roundabout to avoid blocking traffic.

Change Order (C.O.) Status: Change Order No. 11 in the additive amount of \$188,200.00 for addition of pavers on the roundabout truck apron. The change order also includes an extension in construction duration of 30 days.

Recommended Motion: Approval of Change Order No. 11 in the additive amount of \$188,200.00 and an extension in construction duration of 30 days.

Off-Site Force Main to Tavistock Lakes Boulevard – JMHC

Construction Status: This project has been released for service, accepted by Orange County Utilities, and received a certificate of completion by the City of Orlando. Retainage has been released to the Contractor.



Memorandum

*Re: Poitras East Community Development District
Construction Contract Status*

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Street A Phase 1 (aka Pearson Avenue) – Jr. Davis Construction Company

(Note: this construction contract is between TDCP and JDC)

Construction Status: The road's first lift of asphalt and the west side trail have been installed. Lift station startup has been successfully completed. Wastewater clearance issuance is pending completion of conveyance documents with Orange County.

Recommended Motion: None

Street A Phase 2 (aka Pearson Avenue) – Jr. Davis Construction Company

Construction Status: Contractor is 100% complete with underground utilities and has commenced work on the Boggy Creek Road connection. Curb and base anticipated to be installed by the middle of August.

Change Order (C.O.) Status: Change Order No. 2 in the additive amount of \$9,853.92 for construction of a split conduit to protect existing underground fiber optic lines running under the proposed roadway with shallow burial depth.

Recommended Motion: Approval of Change Order No. 2 in the additive amount of \$9,853.92.

Should there be any questions, please do not hesitate to call.

Thank you.

End of memorandum.

c: Larry Kaufmann
Matt McDermott
Chris Wilson
Dan Young
Tarek Fahmy

**Poitras East Community Development District
Master Infrastructure Phase 1C and Centerline Drive Segment F
Change Order Log
Jr. Davis Construction, Inc.**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
			300			\$ 8,105,537.19			
1	4/6/2022	Hardscape - Roundabouts and Retaining Wall	0	\$ 133,966.67	Approved	\$ 8,239,503.86	4/19/2022	4/19/2022	Tavistock approved 5/4/22
2	4/13/2022	Increase in Cost to Procure 16" PVC Force Main from FEI	0	\$ 69,162.54	Approved	\$ 8,308,666.40	4/19/2022	4/19/2022	Tavistock approved 5/4/22
3	5/16/2022	Landscaping & Irrigation for Phase 1C (including 12 months of maintenance)	120	\$ 2,348,776.51	Approved	\$ 10,657,442.91	5/17/2022	5/17/2022	
4	6/20/2022	Diesel Fuel Price Adjustment through May 2022		\$ 19,807.62	Approved	\$ 10,677,250.53	6/21/2022	6/21/2022	
5	7/15/2022	Master Infrastructure Phase 1C and Segment F Plan Changes	90		Pending	\$ 10,677,250.53	7/19/2022		Approved pending District Engineer's review
6	8/10/2022	Phase 1C Truck Apron Pavers	30	\$ 160,500.00	Pending	\$ 10,837,750.53	8/16/2022		
7	8/10/2022	Segment F Landscape & Irrigation	49	\$ 337,107.02	Pending	\$ 11,174,857.55	8/16/2022		
8	8/12/2022	Remove 12 months of landscape/irrigation maintenance	0	\$ (243,187.92)	Pending	\$ 10,931,669.63	8/16/2022		
Days to Substantial Completion			589	Revised Contract Amount		\$ 10,931,669.63			
Days to Contract Completion			619						
NOC Date			7/19/2021						
Substantial Completion Date			2/28/2023						
Contract Completion Date			3/30/2023						

Postras East Community Development District

CONTRACT CHANGE ORDER

Change Order No. 6

Project: Master Infrastructure Phase 1C and Centerline Drive
Segment F

Date 8/10/2022

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Phase 1C Truck Apron Pavers and Add 30 Days	ADD	\$ 160,500.00

Net Change Order Amount \$ 160,500.00

Contract Amount Prior to Change Order \$ 10,677,250.53

Revised Contract Amount \$ 10,837,750.53

COMMENTS:

See attached backup.

Acceptable To:

Jr. Davis Construction Company, Inc. BK

Date: 8/12/22

Approved By:

Postras East Community Development District

Date:

POITRAS HARDSCAPE 1C PAVERS



JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Mike Heim

Phone: 407-572-5190

Email: mike.heim@jr-Davis.com

Quote To: Tarek Fahmy
Company: Donald W. McIntosh Associates inc
Phone: 407-644-4068
Email: tfahmy@dwma.com

Proposal Date: REV 8/8/22
Date of Plans: 11/1/21
Revision Date: 5/27/22
Addendums:

2089RFCO06 Hardscape 1C PAVERS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100130	Performance & Payment Bond (115% of all constructi	1.00	LS	2,350.00	2,350.00
100200	2-Year City & CDD Maintenance Bond (15% of all	1.00	LS	2,350.00	2,350.00
300020	Brick Pavers	3,800.00	SF	41.00	155,800.00

GRAND TOTAL

\$160,500.00

NOTES:

Material pricing may change due to market conditions
All fill material to be provide from onsite source
All testing to be provided by Tavistock under their ongoing contract with PSI

Pricing subject to change based on outstanding RFI's

Proposal based on the use of Polymer Modified Setting Bed Mortar

Requesting 30 days of time for work

Postras East Community Development District

CONTRACT CHANGE ORDER

Change Order No. 7

Project: Master Infrastructure Phase 1C and Centerline Drive
Segment F

Date 8/10/2022

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Segment F Landscape & Irrigation and Add 49 Days	ADD	\$ 337,107.02

Net Change Order Amount \$ 337,107.02

Contract Amount Prior to Change Order \$ 10,837,750.53

Revised Contract Amount \$ 11,174,857.55

COMMENTS:

See attached backup.

Acceptable To:

Jr. Davis Construction Company, Inc. BK

Date:

8/12/22

Approved By:

Postras East Community Development District

Date:

Postras Segment F Landscape & Irrigation



JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Mike Heim

Phone: 407-572-5190

Email: Mike.Heim@Jr-Davis.com

Quote To: Jeffrey Newton
Company: McIntosh Associates
Phone: 407-538-1712
Email: jjnewton@dwma.com

Proposal Date: 8.8.22
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5	Field General Conditions & Supervision/ Management	1.00	LS	51,500.00	51,500.00
200	Red Maple - " Florida Flame - 4" cal x 16'-18'	6.00	EA	1,211.76	7,270.56
210	Magnolia grandiflora - Bracken Brown Beauty " - 4	7.00	EA	1,449.47	10,146.29
220	Pinus elliottii - Slash Pine - 3" cal x 12'-14'	29.00	EA	458.03	13,282.87
230	Pinus elliottii - Slash Pine - 1 1/2" cal 5'-6'	15.00	EA	307.29	4,609.35
240	Quercus virginiana - Live Oak - 4" cal x 16'-18'	12.00	EA	1,020.43	12,245.16
250	Ulmus alata - Winged Elm - 4" cal x 14'-16'	7.00	EA	1,211.76	8,482.32
260	Taxodium distichum - Bald Cypress - 3" cal x 12'-1	14.00	EA	492.82	6,899.48
270	Laerstroemia 'Natchez ' - Crape Myrtle - 2"- 2 1/2	10.00	EA	272.50	2,725.00
280	Lagerstroemia " Tonto " - Crape Myrtle - 2"- 2 1/2	15.00	EA	318.88	4,783.20
290	Sabal palmetto - Cabbage Palm - Regenerated - 10'	37.00	EA	405.85	15,016.45
300	Muhlenbergia capillaris - Muhly Grass - 24" x 24"	768.00	EA	5.80	4,454.40
310	Spartini bakeri - Sand Cordgrass - 24' x 24'	1,000.00	EA	5.80	5,800.00
320	Viburnum obovatum - 16" x 18"	361.00	EA	16.81	6,068.41
330	Viburnum odoratissimum - 15 gal - 4'-5'ht x 24"-30	13.00	EA	144.95	1,884.35
340	Agapanthus africanus - Lily of the Nile - 12"	542.00	EA	5.80	3,143.60
350	Dianella - " flax lily " - 12"	350.00	EA	5.80	2,030.00
360	Stenotaphrom secyndatum - St Augustine Grass - Pro	11,631.00	SF	0.67	7,792.77
370	Irrigation System	1.00	LS	92,834.98	92,834.98
380	Tree Staking - Pro 40	83.00	EA	115.96	9,624.68
390	Tree Staking - Pro 60	32.00	EA	191.33	6,122.56
400	Tree Staking - RBK 40	37.00	EA	191.33	7,079.21
410	Florimulch - 180 cy	180.00	CY	92.77	16,698.60
420	Mobilization & Freight	1.00	LS	28,409.58	28,409.58
440	2" SLEEVE	160.00	LF	15.54	2,486.40
450	4" SLEEVE	80.00	LF	25.54	2,043.20
460	6" SLEEVE	160.00	LF	22.96	3,673.60

GRAND TOTAL

\$337,107.02

NOTES:

Proposal is based on all dewatering being discharged offsite.

Includes 60 days of Field General Conditions.

This Change Order also needs to include 49 days of time added to the project. CPM based on completion of all landscaping added by end of February

Postras East Community Development District

CONTRACT CHANGE ORDER

Change Order No. 8

Project: **Master Infrastructure Phase 1C and Centerline Drive**
Segment F

Date 8/12/2022

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Remove 12 months of landscape/irrigation maintenance during warranty period (contract separately with HTFL)	DEDUCT	\$ (243,187.92)

Net Change Order Amount \$ (243,187.92)

Contract Amount Prior to Change Order \$ 11,174,857.55

Revised Contract Amount \$ 10,931,669.63

COMMENTS:

See attached backup.

Acceptable To: _____ Date: _____
Jr. Davis Construction Company, Inc.

Approved By: _____ Date: _____
Postras East Community Development District

Poitras Segment C Landscape & Irrigation



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road
Kissimmee, FL, 34741

Contact: Mike Heim
Phone: 407-572-5190
Email: Mike.Heim@Jr-Davis.com

Quote To: Jeffrey Newton
Company: McIntosh Associates
Phone: 407-538-1712
Email: jjnewton@dwma.com

Proposal Date:
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
500	Performance & Payment Bond (115% of all constructi	1.00	LS	34,854.00	34,854.00
	Trees				
1010	Florida Flame Red Maple	15.00	EA	1,261.00	18,915.00
1020	Japanese Blueberry Tree	42.00	EA	730.00	30,660.00
1030	Eagleston Holly	23.00	EA	663.00	15,249.00
1040	Sweet Gum	33.00	EA	598.00	19,734.00
1050	Southern Magnolia	40.00	EA	1,327.00	53,080.00
1060	Slash Pine	85.00	EA	320.00	27,200.00
1070	Slash Pine	74.00	EA	386.00	28,564.00
1080	Southern Live Oak	31.00	EA	1,062.00	32,922.00
1090	Bald Cypress	29.00	EA	332.00	9,628.00
1100	Winged Elm	10.00	EA	1,260.00	12,600.00
1110	Tuscarora Crape Myrtle *STANDARD*	26.00	EA	332.00	8,632.00
1120	Tuscarora Crape Myrtle *MULTI-TRUNK*	61.00	EA	253.00	15,433.00
1130	Muskogee Crape Myrtle *STANDARD*	23.00	EA	332.00	7,636.00
1140	Muskogee Crape Myrtle *MULTI-TRUNK*	54.00	EA	253.00	13,662.00
1150	Natchez Crape Myrtle *STANDARD*	12.00	EA	332.00	3,984.00
1160	Natchez Crape Myrtle *MULTI-TRUNK*	29.00	EA	253.00	7,337.00
1170	Pink Trumpet Tree	10.00	EA	652.00	6,520.00
1180	Blue Agave	8.00	EA	175.00	1,400.00
1190	Sabal Palm	270.00	EA	331.00	89,370.00
1200	Root Barrier UB 25-2	3,360.00	EA	18.00	60,480.00
1210	Tree Staking Pro 40	471.00	EA	121.00	56,991.00
1220	Tree Staking Pro 60	557.00	EA	200.00	111,400.00
1230	Tree Staking RBK 40	270.00	EA	200.00	54,000.00
	Shrubs				
2010	Gold Mound Sky Flower	2,543.00	EA	9.50	24,158.50
2020	Compacta Dwarf Firebush	253.00	EA	37.00	9,361.00
2030	Florida Anise	699.00	EA	93.00	65,007.00
2040	Imperial Blue Plumbago	1,186.00	EA	11.00	13,046.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2050	Indian Hawthorn	2,819.00	EA	12.00	33,828.00
2060	Mrs. Schillers Delight Dwarf Walters Viburnum	2,558.00	EA	17.50	44,765.00
2070	Coontie	1,594.00	EA	32.00	51,008.00
2080	Pink Muhly Grass	2,481.00	EA	5.50	13,645.50
2090	Sand Cordgrass	2,360.00	EA	5.50	12,980.00
2100	Dwarf Fakahatchee Grass	85.00	EA	6.00	510.00
	Ground Cover				
3010	Blue Flag	896.00	EA	6.00	5,376.00
3020	American Lotus	141.00	EA	5.50	775.50
3030	Fragrant Water Lily	120.00	EA	4.75	570.00
3040	Lance-Leafed Arrowhead	124.00	EA	3.50	434.00
3050	Hardstem Bulrush	160.00	EA	1.75	280.00
3060	Lily of the Nile	8,589.00	EA	5.50	47,239.50
3070	Variegated Flax Lily	1,434.00	EA	6.00	8,604.00
3080	Emerald Goddess Border Grass	4,676.00	EA	5.75	26,887.00
3090	Mexican Petunia	336.00	EA	6.00	2,016.00
3100	Confederate Jasmine	1,580.00	EA	5.50	8,690.00
	Sod				
4010	St Augustine	99,000.00	SF	0.70	69,300.00
4020	Zoysia	3,600.00	SF	0.90	3,240.00
	Mulch				
5010	Florimulch/mulch	1,962.00	SY	83.00	162,846.00
	Irrigation				
6010	Irrigation Labor & Materials	1.00	LS	734,630.03	734,630.03
	Misc				
7010	Maintenance	12.00	MO	20,265.66	243,187.92
7020	Mobilization & Freight	1.00	LS	46,140.56	46,140.56
GRAND TOTAL					\$2,348,776.51

NOTES:

Proposal is based on all dewatering being discharged offsite.

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

This Proposal includes a request for 120 Calendar days be added to the contract time.

**AGREEMENT FOR LANDSCAPE INSTALLATION AND MATERIALS BY AND
BETWEEN HTFL, INC., AND
POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, whose mailing address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (the “**District**”), and

HTFL, INC., with an address of 70 Harrison Road, Lake Placid, Florida 33852 (“**Contractor**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including landscape improvements; and

WHEREAS, the District desires to retain an independent contractor to perform landscape installation services and provide materials associated therewith, as more particularly described in this Agreement and on the attached **Exhibit A**, and Contractor represents that it is capable of providing such materials and services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor, materials and warranties described herein and set forth in the proposal attached hereto and incorporated by reference herein as **Exhibit A** (“Services”). Contractor shall, to the extent necessary, coordinate the Services with other contractors performing work for the District. Contractor shall coordinate with the District’s contractor(s) in the location and installation of all landscape material and other appurtenances that may be required for a complete and operational scope of work. Should any questions arise as to the coordination required, the Contractor shall consult with the District’s

Designee, as defined below. Contractor shall locate all utilities prior to performing the Work and shall maintain necessary erosion control measures during the term of its Work. Additionally:

- A. The Contractor shall report directly to the District's Manager or his or her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth herein and in **Exhibit A**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- B. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- C. The District is relying on the Contractor as the expert in this field. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

SECTION 3. TIMING. Contractor shall commence the Services upon the District's issuance of a written notice to proceed and the Services shall be fully complete within ____ days of the date of the notice to proceed. The term "fully complete" as used herein shall mean the time at which the Services are finished in their entirety and, in the opinion of the District, no further work on the part of the Contractor is necessary to finish the Services in accordance with this Agreement. Contractor shall notify the District Manager or designee in writing immediately upon recognizing any potential for a delay delivering its work caused by itself or another contractor.

SECTION 4. PAYMENT FOR SERVICES. Total compensation for supplying all of the Services described herein and in attached **Exhibit A** shall be **\$108,300.00 (One Hundred Eight Thousand Three Hundred Dollars and Zero Cents)**. The Contractor shall maintain records conforming to usual accounting practices. Contractor shall render an invoice for the total amount of the Services at the time the Services are fully complete, and the District shall pay such invoice within 45 days of its receipt, or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq., Fla. Stat. The invoice will include such supporting information as the District may reasonably require the Contractor to provide.

The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the

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

SECTION 5. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all workmanship and materials shall be of good quality, and free from faults and defects. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Project, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, and without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Further, the Contractor hereby assigns all manufacturers' warranties to the District, and shall provide evidence of the same with the Contractor's submittal of its invoice.

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

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

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District and its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Contractor be without insurance in the above amounts. Contractor shall, without interruption, maintain insurance for professional liability for errors and omissions for at least five (5) years after the completion or termination of this Agreement.

If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

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

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

SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

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

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

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

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

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

If to Contractor: HTFL, Inc.
70 Harrison Road
Lake Placid, Florida 33852
Attn: _____

If to the District: Poitras Community Development District
3501 Quadrangle Blvd., Suite 207
Orlando, Florida 32817
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

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

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

the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

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

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

SECTION 18. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District, as well as their directors, officers, supervisors, staff, employees, representatives and agents against any and all claims, damages, liabilities, losses, costs, or harm of any kind including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, or other persons employed or utilized by Contractor in the performance of this Agreement up to the amount of one million dollars. By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- C. Contractor hereby acknowledges, agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other statute or law. This Article shall survive any termination of this Agreement.

SECTION 19. TERM. This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Services set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to Section 20 below.

SECTION 20. CANCELLATION. The District shall have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement. The District's liability upon cancellation or termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Services up to the effective date of

cancellation, along with the value of materials specifically fabricated by Contractor for the Services up to the date the notice of cancellation or termination was given, though not incorporated in the Services, but not reasonably usable elsewhere, less payments already made to Contractor, as Contractor's sole means of recovery for cancellation.

SECTION 21. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is PFM Group Consulting, LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, AND 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

SECTION 22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 24. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 25. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 26. E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

SECTION 27. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

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

Attest:

**Postras East Community Development
District**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Witness

HTFL, INC.

Signature of Witness

By: _____

Print Name

Print Name: _____

Title: _____

Exhibit A: Description of Services

EXHIBIT A
Scope of Services



HTFL, INC.
70 Harrison Rd
Lake Placid, FL 33852
863-465-1554
www.htflinc.com

ADDRESS

Tavistock Development Company
6900 Tavistock Lakes Blvd
Orlando, FL 32827

SHIP TO

Luminary 1-C
Orlando, FL

Estimate 1530**DATE** 07/15/2022**SHIP VIA**

HTFL

SALES REP

Matt

QTY	DESCRIPTION	RATE	AMOUNT
19	Quercus virginiana - Live Oaks - Transplant Oak Trees from Poitras West to Luminary 1-C final planting locations	5,000.00	95,000.00T
4	Pandanus utilis - " Screw Pine " - small - Delivered & Installed	1,000.00	4,000.00T
1	pandanus utilis - " Screw Pine " - large - Delivered & Installed	3,750.00	3,750.00T
1	Freight	750.00	750.00
24	Tree Staking	200.00	4,800.00T

SUBTOTAL 108,300.00**TAX** 0.00**TOTAL** **\$108,300.00**

Accepted By

Accepted Date

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
(Luminary Phase 1C)**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2022, by and between:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, whose mailing address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (the “**District**”), and

HTFL, INC., with an address of 70 Harrison Road, Lake Placid, Florida 33852 (“**Contractor**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District, identified as “Luminary Phase 1C”; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor’s fee summary attached hereto as **Exhibit C (“Fee Summary”)** and

incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor’s Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation,

express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from _____, 2022, to _____, 2023, unless terminated earlier in accordance with the terms of this Agreement..

B. Compensation. As compensation for the Work, the District agrees to pay Contractor **\$201,600.00 (Two Hundred One Thousand Six Hundred Dollars and Zero Cents)** in twelve (12) equal monthly payments of **\$16,800 (Sixteen Thousand Eight Hundred Dollars and Zero Cents)** in accordance with the Fee Summary attached hereto as **Exhibit C**

C. Additional Work Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the

performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for any reason by providing ninety (90) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. ***Default and Protection Against Third-party Interference.*** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

B. ***Custom and Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. ***Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

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

F. ***Attorneys' Fees.*** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. ***Agreement.*** This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the

Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

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

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

J. *Notices.* All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

i. If to the District: Poitras East Community
Development District
3501 Quadrangle Blvd., Suite 207
Orlando, Florida 32817
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: HTFL, Inc.
70 Harrison Road
Lake Placid, Florida 33852
Attn: _____

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

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

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Orange County, Florida.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, AND 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

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

O. *Arm's Length Transaction.* This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

Q. *Scrutinized Companies Statement.* Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. *E-Verify.* The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon

notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

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

S. *Compliance with section 20.055, Florida Statutes.* The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

- ☐ Secretary
☐ Assistant Secretary

By: _____

- ☐ Chairperson
☐ Vice Chairperson

WITNESS:

HTFL, INC.

By: _____

Its: _____

By: _____

Its: _____

- Exhibit A:** Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Fee Summary
Exhibit D: Form of Work Authorization

Exhibit A: Scope of Services



HTFL, INC.
70 Harrison Rd
Lake Placid, FL 33852
863-465-1554
www.htflinc.com

ADDRESS

Jr. Davis Construction Company,
Inc.
210 Hangar Rd
Kissimmee, FL 34741

SHIP TO

Poitrass Roadways
Luminary 1-Per plans & specs
Innovations Design Group
Dated 3-22-2022

Estimate 1498

DATE 05/12/2022

SHIP VIA

HTFL

SALES REP

Chad

QTY	DESCRIPTION	RATE	AMOUNT
12	Maintenance package - per Tavistock specs - Based on Luminary 1-C plan and plant schedule - per month	16,800.00	201,600.00
		TOTAL	\$201,600.00

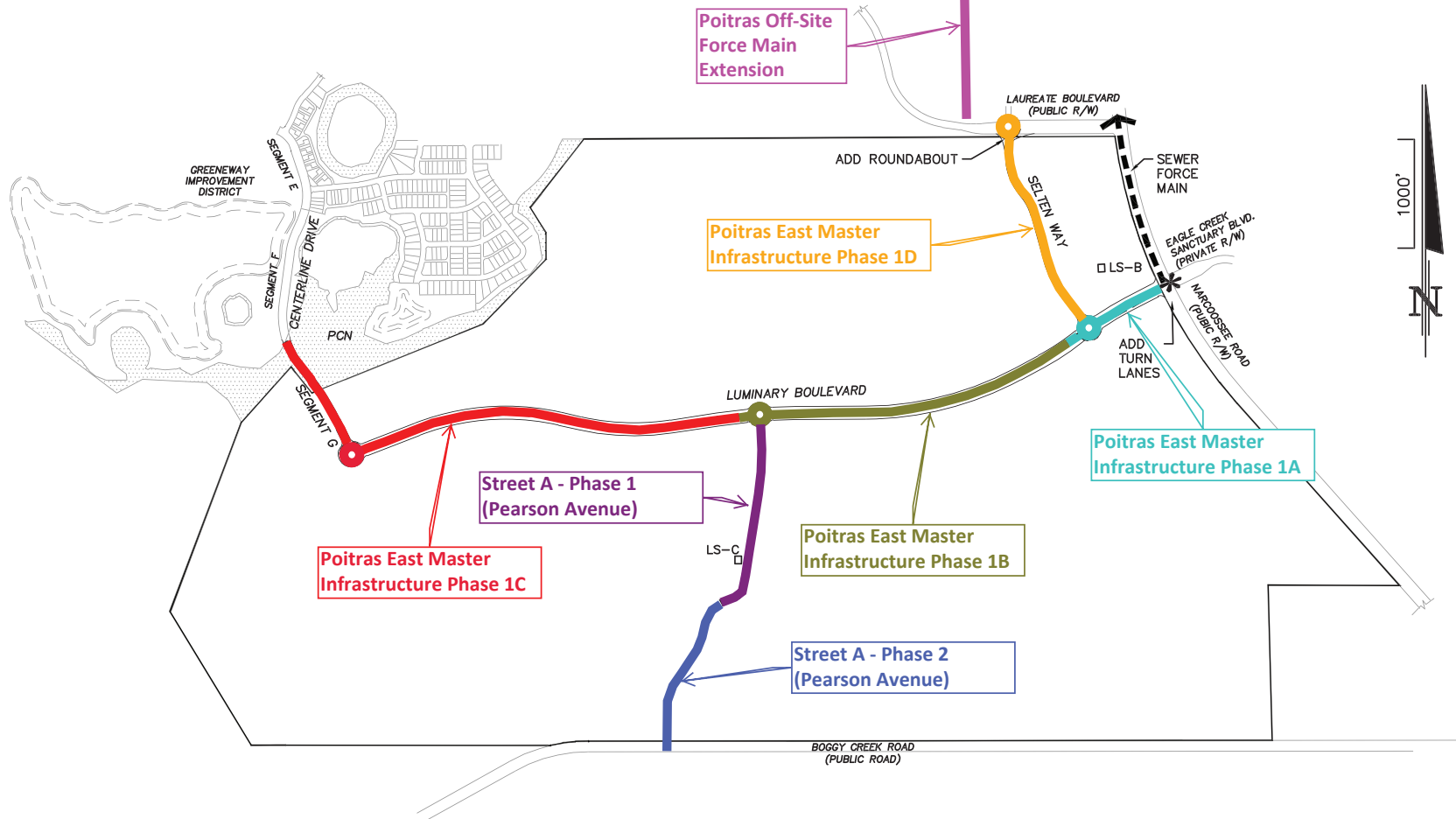
Accepted By

Accepted Date

Exhibit B: Landscape Maintenance Map

**POITRAS EAST
COMMUNITY DEVELOPMENT DISTRICT
EXHIBIT C
PHASE 1 IMPROVEMENTS**

- PHASE 1**
- POITRAS COMMUNITY DEVELOPMENT DISTRICT
 - = MASTER INFRASTRUCTURE IMPROVEMENTS
 - * = TRAFFIC SIGNAL
 - LS = LIFT STATION SITE



MAY 19, 2020

SHEET 1 OF 2



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.4088

RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE

Exhibit C: Fee Summary



HTFL, INC.
70 Harrison Rd
Lake Placid, FL 33852
863-465-1554
www.htflinc.com

ADDRESS

Jr. Davis Construction Company,
Inc.
210 Hangar Rd
Kissimmee, FL 34741

SHIP TO

Poitras Roadways
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Innovations Design Group
Dated 3-22-2022

Estimate 1498

DATE 05/12/2022

SHIP VIA

HTFL

SALES REP

Chad

QTY	DESCRIPTION	RATE	AMOUNT
12	Maintenance package - per Tavistock specs - Based on Luminary 1-C plan and plant schedule - per month	16,800.00	201,600.00
		TOTAL	\$201,600.00

Accepted By

Accepted Date

Exhibit D Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION (“Work Authorization”), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2022 (the “Agreement”), by and between:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida (the “District”), and

HTFL, INC., with an address of 70 Harrison Road, Lake Placid, Florida 33852 (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “Additional Services”). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

WITNESS:

HTFL, INC.

By: _____
Its: _____

By: _____
Its: _____

Exhibit A Proposal for Additional Services

**Postras East Community Development District
Master Infrastructure Phase 1D
Change Order Log
Jr. Davis Construction, Inc.**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
			245			\$ 2,900,282.54			
1	7/19/2021	Material Price Escalations	0	\$ 154,671.13	Approved	\$ 3,054,953.67	7/20/2021	7/20/2021	
2	8/16/2021	Rerouting of existing mainline irrigation pipe around the work area	0	\$ 7,651.23	Approved	\$ 3,062,604.90	8/17/2021	8/17/2021	
3	10/22/2021	Segmental Block Retaining Wall Add Cost Color	0	\$ 14,898.00	Approved	\$ 3,077,502.90	11/16/2021	11/16/2021	
4	10/22/2021	Mainline Irrigation Valve Relocation	0	\$ 9,174.00	Approved	\$ 3,086,676.90	11/16/2021	11/16/2021	
5	12/13/2021	Additional Retaining Wall	0	\$ 24,039.07	Approved	\$ 3,110,715.97	1/18/2022	1/18/2022	
6	12/13/2021	Additional Work Public Parking Lot and MOT Plan Revision	56	\$ 46,190.00	Approved	\$ 3,156,905.97	1/18/2022	1/18/2022	
7	4/5/2022	Hardscape - Roundabouts and Retaining Wall	0	\$ 177,466.67	Approved	\$ 3,334,372.64	4/19/2022	4/19/2022	Tavistock approved 5/4/22
8	4/18/2022	Landscape	120	\$ 643,619.95	Approved	\$ 3,977,992.59	4/19/2022	4/19/2022	Tavistock approved 5/4/22
9	6/20/2022	LAMN Selten Way Phase 1D Trails	0	\$ 267,006.75	Approved	\$ 4,244,999.34	6/21/2022	6/21/2022	
10	6/20/2022	Diesel Fuel Price Adjustment through May 2022	0	\$ 6,240.10	Approved	\$ 4,251,239.44	6/21/2022	6/21/2022	
11	8/10/2022	Phase 1D Truck Apron Pavers	30	\$ 188,200.00	Pending	\$ 4,439,439.44	8/16/2022		
Days to Substantial Completion			451	Revised Contract Amount		\$ 4,439,439.44			
Days to Contract Completion			481						
NOC Date			7/19/2021						
Substantial Completion Date			10/13/2022						
Contract Completion Date			11/12/2022						

Postras East Community Development District
CONTRACT CHANGE ORDER

Change Order No. 11

Project: Master Infrastructure Phase 1D

Date 8/10/2022

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Phase 1D Truck Apron Pavers and add 30 Days	ADD	\$ 188,200.00

Net Change Order Amount \$ 188,200.00

Contract Amount Prior to Change Order \$ 4,251,239.44

Revised Contract Amount \$ 4,439,439.44

COMMENTS:

See attached backup.

Acceptable To:


Jr. Davis Construction Company, Inc. *BK*

Date:

8/12/22

Approved By:

Postras East Community Development District

Date:

POITRAS HARDSCAPE 1D PAVERS



JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Mike Heim

Phone: 407-572-5190

Email: mike.heim@jr-Davis.com

Quote To: Tarek Fahmy
Company: Donald W. McIntosh Associates inc
Phone: 407-644-4068
Email: tfahmy@dwma.com

Proposal Date: 8/8/22
Date of Plans: 11/1/21
Revision Date: 5/27/22
Addendums:

2082RFCO10 Hardscape 1D PAVERS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100120	Maintenance of Traffic	1.00	LS	27,000.00	27,000.00
100130	Performance & Payment Bond (115% of all constructi	1.00	LS	2,700.00	2,700.00
100200	2-Year City & CDD Maintenance Bond (15% of all	1.00	LS	2,700.00	2,700.00
300020	Brick Pavers	3,800.00	SF	41.00	155,800.00

GRAND TOTAL

\$188,200.00

NOTES:

Material pricing may change due to market conditions
All fill material to be provide from onsite source
All testing to be provided by Tavistock under their ongoing contract with PSI

Pricing subject to change based on outstanding RFI's

Proposal based on the use of Polymer Modified Setting Bed Mortar

Requesting 30 days of time for work

**Postras East Community Development District
Pearson Avenue Phase 2
Change Order Log
Jr. Davis Construction Company**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
			150			\$ 2,235,434.97			
1	6/20/2022	Diesel Fuel Price Adjustment through May 2022	0	\$ 6,962.48	Approved	\$ 2,242,397.45	6/21/2022	6/21/2022	
2	8/10/2022	Install Split Conduit to Protect Sprint Fiber at Boggy Creek Tie-In	0	\$ 9,853.92	Pending	\$ 2,252,251.37	8/16/2022		
Days to Substantial Completion			150	Revised Contract Amount		\$ 2,252,251.37			
Days to Contract Completion			180						
NOC Date			5/9/2022						
Substantial Completion Date			10/6/2022						
Contract Completion Date			11/5/2022						

Poitras East Community Development District

CONTRACT CHANGE ORDER

Change Order No. 2

Project: Pearson Avenue Phase 2

Date 8/10/2022

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Install Split Conduit to Protect Sprint Fiber at Boggy Creek Tie-In	ADD	\$ 9,853.92

Net Change Order Amount \$ 9,853.92

Contract Amount Prior to Change Order \$ 2,242,397.45

Revised Contract Amount \$ 2,252,251.37

COMMENTS:

See attached backup.

Acceptable To:


Jr. Davis Construction Company, Inc. *BK*

Date: 8/12/22

Approved By:

Poitras East Community Development District

Date:

JDC 2107 PEARSON AVE PHASE II - RFCO 01 PROTECT SPRINT FIBER AT BOGGY CRK TIE IN



JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Mike Heim

Phone: 407-572-5190

Email: Mike.Heim

Quote To: Tarek Fahmy, PE
Company: Donald W McIntosh Associates, Inc.
Phone: 407-644-4068
Email: tfahmy@dwma.com

Proposal Date: 7.23.22
Date of Plans:
Revision Date:
Addendums:

JDC additional Cost to Protect Sprint Long Dist.
Buried Fiber in conflict with Subgrade at Boggy Ck

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400	Maintenance of Traffic	1.00	LS	1,139.48	1,139.48
500	Performance Bond (115% all construction costs)	1.00	LS	115.38	115.38
600	Construction Stakeout	1.00	LS	969.46	969.46
10100	F&I 2" Split Conduit Over Sprint Buried Fiber	120.00	LF	63.58	7,629.60

GRAND TOTAL	\$9,853.92
--------------------	-------------------

NOTES:

Proposal is based on all dewatering being discharged offsite.

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

**Postras East
Community Development District**

**Resolution 2023-01,
Amending the Annual Meeting Schedule
for Fiscal Year 2023**

RESOLUTION 2023-01

**A RESOLUTION OF POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
AMENDING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2022/2023; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Poitras East Community Development District ("District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, *Florida Statutes*, and situated entirely within the City of Orlando, Florida; and

WHEREAS, the District previously adopted Resolution 2022-04, setting forth the annual schedule of its regular public meetings, which designates the dates of the District's Fiscal Year 2022/2023 meetings ("FY 2023 Schedule"); and

WHEREAS, the Board desires to amend the FY 2023 Schedule in order to amend the dates.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The FY 2023 Schedule is hereby amended and approved to reflect that the Board of Supervisors will hold its meetings on the dates noted in **EXHIBIT A**. The amended FY 2023 Schedule shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of OCTOBER, 2022.

ATTEST:

**POITRAS EAST COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A

**Postras East Community Development District
Fiscal Year 2022-2023**

The Board of Supervisors of the Postras East Community Development District will hold its meetings for the Fiscal Year 2023 at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, Florida 32827 at 5:00 p.m. on the third Tuesday of each month unless otherwise noted below.

October 18, 2022
November 15, 2022
December 13, 2022
January 17, 2023
February 21, 2023
March 21, 2023
April 18, 2023
May 9, 2023
June 20, 2023
July 18, 2023
August 15, 2023
September 19, 2023

**Construction Committee of the Boggy Creek, Greeneway, Midtown & Myrtle Creek
Improvement Districts and the Postras East Community Development District
Fiscal Year 2022-2023**

The Construction Committee of the Boggy Creek, Greeneway, Midtown and Myrtle Creek Improvement Districts and the Postras East Community Development District will be meeting for the Fiscal Year 2023 in the office of Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 at 3:30 p.m. every other week as follows:

October 6 & 20, 2022
November 3 & 17, 2022
December 1, 15 & 29, 2022
January 12 & 26, 2023
February 9 & 23, 2023
March 9 & 23, 2023
April 6 & 20, 2023
May 4 & 18, 2023
June 1, 15 & 29, 2023
July 13 & 27, 2023
August 10 & 24, 2023
September 7 & 21, 2023

Postras East Community Development District

Post Hurricane Ian Report

Hurricane Ian Report

Poitras District:

Pierson











Luminary























Selton Way



































Postras East Community Development District

Hurricane Landscape Replacement Proposals
(provided under separate cover)

Postras East Community Development District

Interlocal Agreement
(provided under separate cover)

Postras East Community Development District

**Agreement for Underwriting Services with MBS
Capital Markets, LLC**



**AGREEMENT FOR UNDERWRITING SERVICES
POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**

October 18, 2022

Board of Supervisors
Poitras East Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Poitras East Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. This agreement relates to the proposed issuance of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements for the initial phases of infrastructure for the District. This Agreement will cover the engagement for the Bonds and will be supplemented for future bond issuances as may be applicable.

1. **Scope of Services:** MBS intends to serve as the underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
 - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
 - Preparation of rating strategies and presentations related to the issue being underwritten.
 - Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
 - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
 - Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
 - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
 - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.



2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds up to the maximum amount of \$35,000 with the Underwriter responsible for any amount in excess thereof. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 1.5% of the par amount of Bonds issued.
3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same. If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.



Page | 3

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,
MBS Capital Markets, LLC

A handwritten signature in blue ink, appearing to read "BSealy", is positioned above a horizontal line.

Brett Sealy
Managing Partner

Approved and Accepted By:

Title:

Date:



EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

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

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.



Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Postras East Community Development District

Cepra Landscape Proposals

Postras East Community Development District

Pearson South



CEPRA
LANDSCAPE

Pearson South Landscape and Irrigation Maintenance Proposal

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



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

September 13, 2022

Matt McDermott, Director
Tavistock Development
Pearson South
Poitras East Community Development District

RE: Landscaping Maintenance Proposal for Pearson South

Dear Matt,

Thank you for this opportunity to present landscape services for Pearson South. Cepra Landscape is a local, family owned business committed to providing our customers with the best value possible in the landscape industry.

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

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

Please contact us should you have any questions.

Sincerely,

Dain Charbonneau

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

Our Belief System

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

Who We Work With

Commercial Office & Retail Buildings

Multi-Family Residential

Community Development Districts

HOA's, COA, and POA's

Residential Estates

Mandatory Maintenance Residential Communities

Resorts and Hotels



CEPRA

Customers

Employees

Product

Reputation

Advancement

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

Services



LANDSCAPE MANAGEMENT

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

IRRIGATION MANAGEMENT

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

LANDSCAPE ENHANCEMENT

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

HORTICULTURE SERVICES

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

TREE CARE SERVICES

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

MISC. SERVICES

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

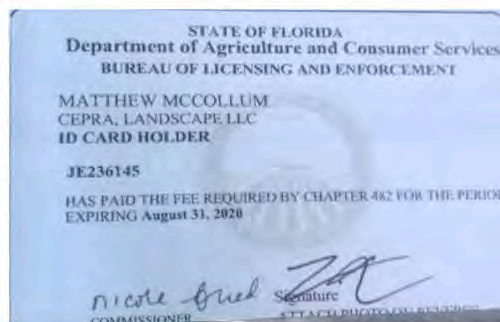
Account Manager

- Over 10 years of experience, in the golf and landscape Industry, throughout Central Florida.
- Previously a golf course superintendent and large contract account manager, who's focus was on customer satisfaction and retention.
- Knowledgeable, in all aspects including irrigation, design, drainage, installation, disease/pest management, and general maintenance



Key Strengths

Team Leadership
Team Building
Customer Service
Training and Development
Strategic Planning
Account Management
Quality Control
Operational Efficiency



Key Responsibilities: Matt's main responsibilities with the project will be job quality, quality control and working hand and hand with the Production Supervisor pertaining to scheduling different tasks. Communication is always critical yet this is easy for Matt as he excels at keeping his customers informed with the information he sees on jobs from pest / disease issues or safety concerns. Problems will occur. Matt has been very good at getting in front of these issues early before they become larger headaches.

Education and Training

The Ohio State University
Professional Certification
Florida Green Industries-Best Management Practices
State of Florida-Spray ID Card Holder
FDOT TTC Certified

Branch Manager

- Over 20 years of experience in the landscape industry throughout the Greater Orlando Market
- Previously a top performing Branch Manager for a landscape company that excelled with safety, customer retention, and customer service
- Knowledgeable in all aspects including irrigation, design, drainage, installation, disease/pest management, and general maintenance



Key Strengths

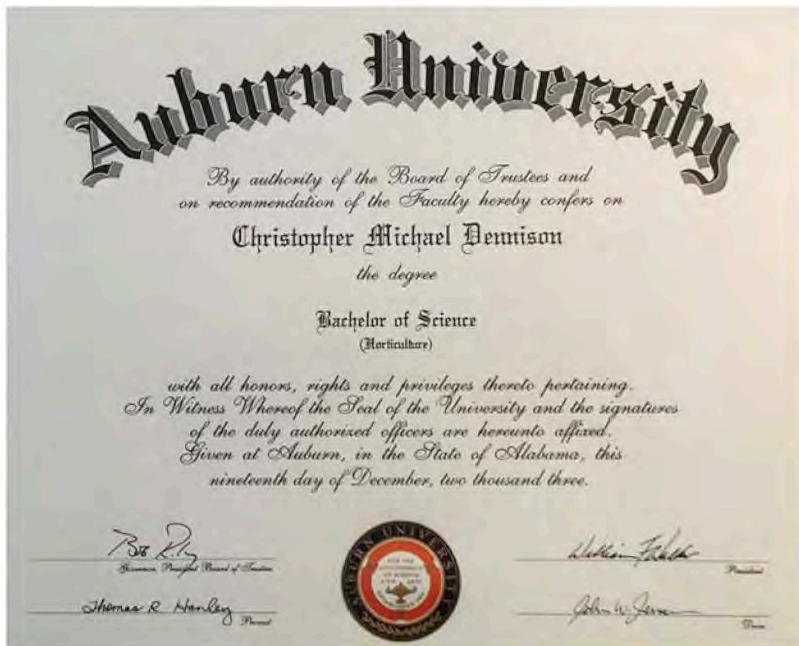
Team Leadership
 Team Building
 Customer Service
 Training and Development
 Strategic Planning
 Account Management
 Quality Control
 Operational Efficiency
 Safety Education

Education and Training

Auburn University
 Bachelor of Science, Landscape
 Horticulture

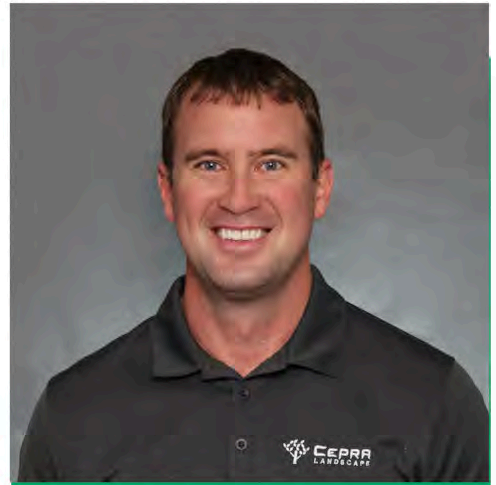
Florida Green Industries-Best
 Management Practices
 Certified

State of Florida-Spray ID Card
 Holder



Jason has 13 years of experience working in the

- landscape industry in Central Florida. Before joining the CEPRA Team Jason also assisted from a management and resource standpoint as a Branch Manager for the Baldwin Park CDD after Chris Dennison left the Brightview organization.
- Provides excellent customer service by listening and providing what the customer wants.
- Well versed in landscape design and installation, irrigation, disease and pest management, and general landscape maintenance



Key Strengths

Customer Service

Account Management

Project Planning and

Mgt. Quality Control

Team Leadership

Team Building

Operational Efficiency

Safety Education

Education and Training

University of Florida
 Bachelor of Science in Food and
 Resource

Economics with a Specialization
 in Ag.

Business Management

Green Industries BMP Certified

Commercial Landscape

Pesticide and Fertilizer

Applicator License

OSHA Fall Protection
 Certified

Maintenance of Traffic
 (Intermediate) Certified



- Safety Program director for all branches. Responsible for making Safety our number one priority
- Over 15 years of experience in the landscape industry throughout the Greater Orlando Market
- Previously a top performing Account Manager for a landscape company that excelled with safety, customer retention, and customer service
- Knowledgeable in all aspects including irrigation, design, drainage, installation, disease/pest management, and general maintenance

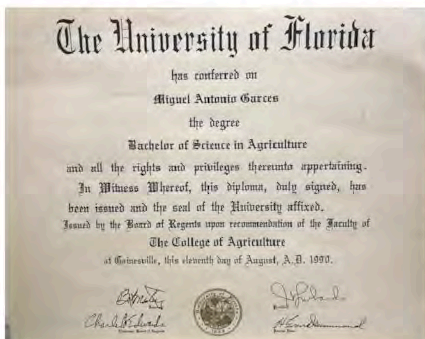


Key Strengths

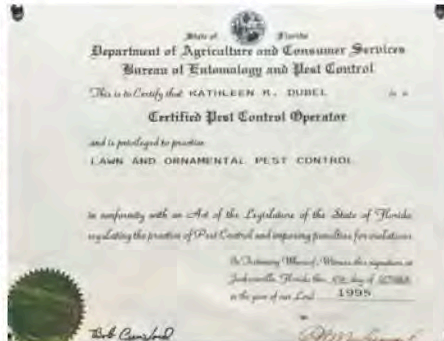
Building Customer Service
Training and Development
Strategic Planning Account
Management Quality Control
Operational Efficiency Safety
Education

Education and Training

University of Florida, B.S.
Degree - Agriculture
Florida Green Industries -
BMP Instructor
State Certified Pest Control
Operator, #JF104641
Orange County Extension
Horticultural Advisory
Committee Member
OSHA 30 Certified -
Construction Safety and
Health
MOT Certified
First Aid & CPR Certified
Florida Qualified Compliance
Inspector of Storm Water
Florida
Florida Qualified Preparer of
Storm Water Pollution
Prevention Plans



- Over 30 years of experience in the landscape industry throughout Central Florida
- Previously was the Certified Pest Control Operator for a large landscape company, managed the yearly planning and installation of the seasonal color and annually trained/certified the Green Industries Best Management Practices and FDACS-Identification Card Holders
- Knowledgeable in Seasonal Color Design, Selection, Installation and Maintenance, Disease/ Pest Management, State of Florida/County/City- Training & Licensing Requirements and Landscape Maintenance Sustainability



Key Strengths

Agronomic Execution
 Horticultural Development
 State and Local Licensing
 Seasonal Color Management
 Landscape Diagnosis
 Quality Control
 Customer Service
 Work Place Safety

Education and Training

Bachelor of Science -
 University of Florida
 State of Florida Certified
 Pest Control Operator
 JF 8006
 Florida Green Industries-
 Best Management Practices
 Certified Instructor
 T-GV22332
 FDACS LTD Commercial
 Fertilizer Applicator
 FNGLA Floriculture
 Committee Member

ROB MAIER

Owner/Manager

- Over 23 years of experience in the landscape industry throughout Central Florida. Over 12 years of that time was spent in Baldwin Park managing crews, building relationships and helping set up operational systems and processes.
- Hands on approach with both customers and employees to achieve superior results.
- Thrives on exceeding customer's expectations every time.
- Previously one of the top performing Branch Managers



Key Strengths

Customer Service
Customer Retention
Account Management
Project Planning and Mgt.
Territory Development
Quality Control
Team Leadership/Development
Team Building
Operational Efficiency
Problem Solving
Workplace Safety

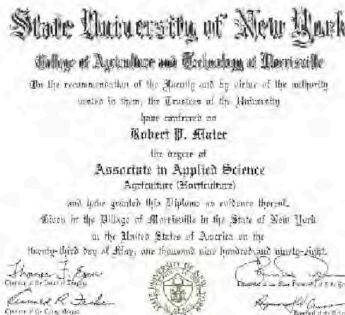
Education and Training

State University of New York,
A.S. Degree- Horticulture

FNGLA Certified Landscape
Contractor #CC5-0234

State Certified Pest Control
Operator #JF152443

Florida Green Industries-Best
Management Practices



Commitment to Safety

TO YOU & OUR EMPLOYEES



POLICIES

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

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

UNIFORM

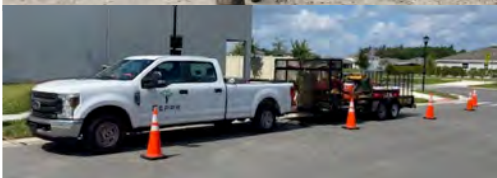
Our uniforms are part of our commitment to professionalism. Each team member is fitted with the following:

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

FLEET

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

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





Hurricane Plan

TO YOU & OUR EMPLOYEES

In preparation of any Hurricane, CEPRA has a plan in place to properly service our properties before and after a storm.

BEFORE THE STORM

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

AFTER THE STORM

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

ADDITIONAL INFO

- Your Account manager should be your first point of contact but we will provide emergency contact numbers as well.
- Before any major storm event, we secure rentals of all major pieces of equipment that may be necessary to supplement our current assets.
- With approximately 200 Employees in Central-South Florida, we have the ability to mobilize crews from multiple locations to help with the large priority issues.
- We also have a reliable subcontractor partnership with several companies that we can rely on during a major event as well.



CEPRALAND1

SAMPSONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2021

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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Wendy Evans PHONE (A/C, No, Ext): (407) 809-5312 E-MAIL: Wendy.Evans@ioausa.com ADDRESS:	FAX (A/C, No):
INSURED Cepra Landscape LLC PO Box 865 Oakland, FL 34760	INSURER(S) AFFORDING COVERAGE INSURER A : FFVA Mutual Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 10385

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	WC84000345002021A	12/1/2021	12/1/2022	X PER STATUTE 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

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2021

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 361** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	6110411	12/01/2021	12/01/2022	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV. INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE
	OTHER:						PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY	N	N	6110411	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						\$1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	6110412	12/01/2021	12/01/2022	EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						\$6,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A				PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

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

CERTIFICATE HOLDER

361 0

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael G Ken

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Licenses & Certifications

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

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

	2021	EXPIRES	9/30/2022	
3106 LANDSCAPING	\$30.00	1 EMPLOYEE	3501 MFG REP-PLANTS	\$30.00
3125 LAWN CARE	\$30.00	1 EMPLOYEE	1811 BRICK PAVING	\$30.00
1812 IRRIGATION	\$30.00	1 EMPLOYEE		

3106-1202920
1 EMPLOYEE
1 EMPLOYEE

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

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

PAID: \$200.00 0099-01023429 9/13/2021

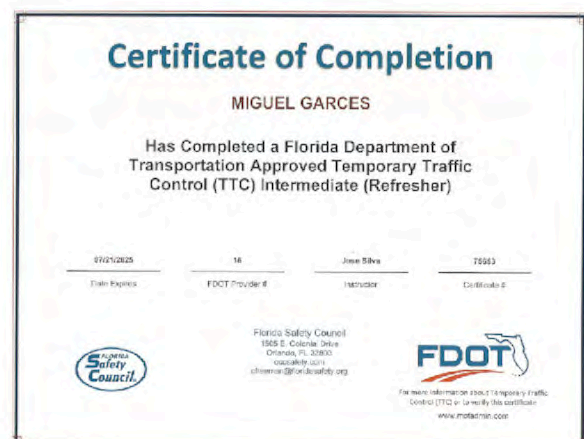
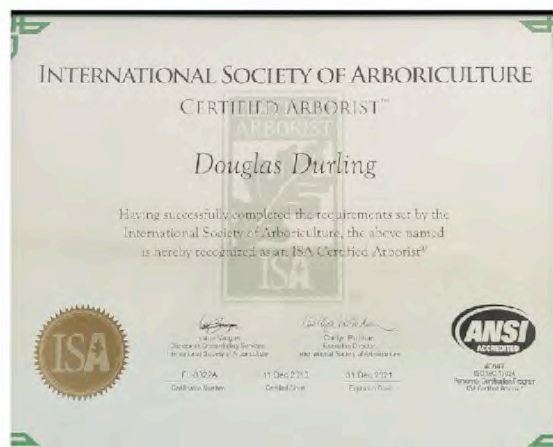


MAIER ROBERT P

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

This receipt is official when validated by the Tax Collector.

Licenses and Certifications



Licenses and Certifications



CEU
Miguel Garces
has successfully completed requirements for:

Adult First Aid/CPR/AED
Date Completed: 11/23/2021
Conducted by: American Red Cross
Contact Hours: 4.5
CEUs Awarded: 0.5



For more information about Temporary Traffic Control (TTC) or to verify the certificate, visit www.fdot.com.



American Red Cross
Training Services

Certificate of Completion

Miguel Garces
has successfully completed requirements for:
Adult First Aid/CPR/AED

Date Completed: 11/23/2021
Validity Period: 2 - Years
Conducted by: American Red Cross



For more information about Temporary Traffic Control (TTC) or to verify the certificate, visit www.fdot.com.



References

Suzanne Galarneau, CPM

Oneblood

407.248.5479 ext. 35479

Suzanne.Galarneau@oneblood.org

Current CEPRA customer, an existing maintenance account.

Rachel S. Slater, General Manager

Winter Park Village

407.473.8553

RSlater@castoinfo.com

Current CEPRA customer, an existing maintenance account.

Robert Henry, Director of Operations

Real Estate Inverlad Development

407.592.0806

RobertHenry613@gmail.com

Current CEPRA customer, an existing maintenance account.



Monthly Landscape Report

Property: Bellechase

Account Manager: Brandon Ray

Month: Mar-18

Rainfall 3.69

Date: 4/9/2018

Avg. Low Temp 48.8

Avg. High Temp 77

GENERAL REMARKS:

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

Any Major Irrigation Issues?

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

Any Major Horticultural Issues?

No major issues to report.

Any additional Items?

No additional items to report.

COMPLETED TASKS (LAST 30 DAYS):

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

UPCOMING TASKS (THE NEXT 30 DAYS):

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



CEPRA
LANDSCAPE

Irrigation
Maintenance
&
Inspection

JOB #: 99
DATE: 3/15/2015
TECH: Justin Stash
SHEET: 1 of 1

JOB NAME: Big Grass Condo Association MONTH: March

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

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

Cepra Landscape Spray Request

Date: 8/21/2017Acct. Manager DannyJob Name Fore Ranch

Job Number _____

Turf Application ☒
Ornamental Application ☐Scheduled App. ☒
Service Call ☐Weeds or Pest to be treated: Turf Weeds in St. Augustine Grass

Gate Code: _____ Approx. Time: _____

Service Day: Monday Report Item Month: _____

Report Item #: _____

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

Below To Be Completed By Tech

Treatment Information

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

Application Method z sprayer Area Treated _____Temperature (°F) 90 Wind (MPH) 3-JanTreatment Time 2 hours Travel Time 1 hourEPA Registration #'s: 432-1507, 524-534Observations: Treated broadleaf and sedges. Need to schedule a follow up for 2-3 weeksSpray Operator Brandon Merrit Date: 7/7/2017Spray ID # JE250646

Shrubs & Trees

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Fert.	6 Month Blend with Minors	2			■	■					■	■		
Liquid Fert	Focal Plants with Insect/Fungicide	4			■			■			■			■
Pest Control	Preventative Treatment	1			■	■	■	■	■	■	■	■	■	■
Pest Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■
Disease Control	Fungicide with Minors	As Needed	■	■				■	■	■	■		■	■

Palms

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Fert.	6 Month Blend with Minors	2			■						■			
Liquid Fert	Canopy - Minors with Fung./Insect.	2						■						■
Pest Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■
Disease Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■

Flowers

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Fert.	3 Month Blend with Minors	4	■		■	■		■	■		■	■		■
Liquid Fert	Minors with Fungicide/Herbicide	8	■		■	■		■	■		■	■		■
Pest Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■
Disease Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■

*** All Services above are based on final product Guarantee and any additional applications will be completed at no additional Cost***

St. Augustine Grass

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Turf Fert.	3 Month Blend with Pre-Emergent	2												
Granular Turf Fert.	4 Month Blend	1												
Liquid Turf Fert.	Minor Nutrients with Insect Control	1												
Winter Weeds	Herbicide	1												
Summer Weeds	Herbicide	1												
Disease Control	Fungicide	As Needed												

Zoysia Grass

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Turf Fert.	3 Month Blend with Pre-Emergent	2												
Granular Turf Fert.	4 Month Blend	1												
Liquid Turf Fert.	Minor Nutrients with Insect Control	As Needed												
Winter Weeds	Herbicide	1												
Summer Weeds	Herbicide	1												
Disease Control	Fungicide	As Needed												

Bahia Grass - Focal Areas Only

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Turf Fert.	4 Month Blend with Insecticide	2												
Liquid Turf Fert.	Minor Nutrients	As Needed												
Winter Weeds	Herbicide	1												
Summer Weeds	Herbicide	1												
Disease Control	Fungicide	As Needed												

*** All Services above are based on final product Guarantee and any additional applications will be completed at no additional Cost***

LANDSCAPE MAINTENANCE SPECIFICATIONS

I. Scope of Work

A. Landscape Maintenance

Mowing:

Lawns shall be mowed weekly during the active growing season and as needed during the non-growing season. Site conditions such as dry or saturated turf will dictate the mowing operations. Turf will be cut with rotary mowers in order to maintain a uniform height.

Contractor shall leave clippings in the lawn as long as no visible clumps remain.

Trimming/Edging:

All fixed objects shall be trimmed or edged in order to maintain a neat appearance. Turf shall be string trimmed to match the height as determined by the mowers. Turf adjacent to all bodies of water shall be mowed or string trimmed to the water's edge during each mowing operation.

Blowing:

As part of each maintenance cycle, all debris generated from our work, shall be removed from sidewalks, roadways, paved areas, monuments, and markers on days of service.

Weed Control:

Contractor shall keep beds reasonably free of broadleaf or grassy weeds using a legally approved herbicides both pre-emergent and post-emergent.

Groundcovers:

Groundcover shall be edged in order to keep it within the bounds of its intended area.

Pruning:

Shrubs shall be pruned only as necessary to create a natural appearance, to maintain the desired shape, and to remove damage or diseased wood. Within the weekly detail service, debris, such as plant shedding, will be removed from beds. Encroaching preserve will be kept back at a maintainable growth to the property line up to 15' height. Once a year in the winter months, a major push back to property line will be completed, within reason.

Tree Pruning:

Pruning of trees up to a height of 15 feet is included in these specifications. The lower branches on trees over 15 feet shall only be raised to provide clearance for pedestrians, vehicles, buildings, shrubs, or to improve visibility. This pruning does not cover any type of interior pruning on the canopies such as thinning, deadwood, or crown reduction.

Debris and Storm Cleanup:

Excess debris in the landscape area shall be removed on the days of service. All debris, generated from our work, shall be removed from sidewalks, roadways and paved areas on the days of service. Contractor is not responsible or removal of excessive storm debris or fallen tree litter greater than 4" in diameter.

B. Horticulture ManagementFertilization:

Turf and ornamentals shall be fertilized with approved commercial grade fertilizer. The number of applications will be based on plant types and requirements.

Turf Weed Control:

Broadleaf and sedge type weeds shall be covered under these specifications. Turf areas shall be treated as warranted with approved pre and post emergent weed control products following all State and Federal regulations.

Insect Control

Contractor shall provide control for insects damaging turf and ornamentals by using approved products following all State and Federal regulations.

Disease Control

These specifications do not include preventative measures for fungus and disease. The contractor shall provide treatments to stop or slow the progression of diseases when necessary. Proper turf management, including fertilization, mowing height, and irrigation management are the most critical factors to controlling diseases.

C. Irrigation ManagementScheduling:

Contractor shall schedule the irrigation to operate at night when possible and shall be monitored and adjusted according to seasonal requirements and site conditions. Watering schedule shall adhere to local watering restrictions where applicable.

Irrigation Inspection:

Contractor shall perform the following services as part of the monthly irrigation inspection.

- Activate each irrigation zone of the system.
- Visually check for any damages or necessary repairs.
- Straighten or adjust irrigation heads as necessary.
- Adjust the irrigation controller for specific watering requirements according to the season and site conditions.
- Provide a written report of the findings.

Damage to the system:

Contractor shall repair, at no cost, any damage caused by maintenance operations. Contractor shall not be held liable for damage due to faulty equipment, lightening, construction work, vandalism, pre-existing conditions, freezes, or acts of God.



Base Maintenance Services

Pearson South	Price	No. of Months	Subtotal
Basic Maintenance Services	\$1,200	12	\$14,400
Horticulture Services of are included in base maintenance above			
Irrigation Management	\$180	12	\$2,160
Total			\$16,560

Additional Services

Description	Price	Qty/Year	Subtotal
Annuals <i>Annual Flowers Not Included</i>	\$2	0 plants per year	\$0
Palm Pruning <i>Palms 1x/yr</i>	\$1,300	1 per occurrence	\$1,300
Mulch <i>85 yards 1x/yr</i>	\$55	85 yards per application	\$4,675
Total			\$5,975

Total Annual Cost: \$22,535.00

Total Monthly Cost: \$1,877.92

Discover **CEPRA** and See the difference.

Postras East Community Development District

Selten Way



CEPRA
LANDSCAPE

Selten Way Landscape and Irrigation Maintenance Proposal

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



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

August 19, 2022

Matt McDermott, Director
Tavistock Development
Selten Way

RE: Landscaping Maintenance Proposal for Selten Way

Dear Matt,

Thank you for this opportunity to present landscape services for Selten Way. Cepra Landscape is a local, family owned business committed to providing our customers with the best value possible in the landscape industry.

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

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

Please contact us should you have any questions.

Sincerely,

Dain Charbonneau

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

Our Belief System

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

Who We Work With

Commercial Office & Retail Buildings

Multi-Family Residential

Community Development Districts

HOA's, COA, and POA's

Residential Estates

Mandatory Maintenance Residential Communities

Resorts and Hotels



CEPRA

Customers

Employees

Product

Reputation

Advancement

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

Services



LANDSCAPE MANAGEMENT

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

IRRIGATION MANAGEMENT

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

LANDSCAPE ENHANCEMENT

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

HORTICULTURE SERVICES

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

TREE CARE SERVICES

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

MISC. SERVICES

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

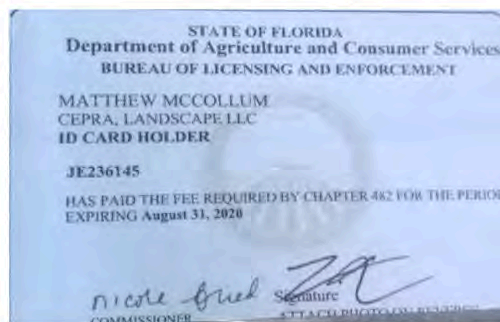
Account Manager

- Over 10 years of experience, in the golf and landscape Industry, throughout Central Florida.
- Previously a golf course superintendent and large contract account manager, who's focus was on customer satisfaction and retention.
- Knowledgeable, in all aspects including irrigation, design, drainage, installation, disease/pest management, and general maintenance



Key Strengths

Team Leadership
Team Building
Customer Service
Training and Development
Strategic Planning
Account Management
Quality Control
Operational Efficiency



Key Responsibilities: Matt's main responsibilities with the project will be job quality, quality control and working hand and hand with the Production Supervisor pertaining to scheduling different tasks. Communication is always critical yet this is easy for Matt as he excels at keeping his customers informed with the information he sees on jobs from pest / disease issues or safety concerns. Problems will occur. Matt has been very good at getting in front of these issues early before they become larger headaches.

Education and Training

The Ohio State University
Professional Certification
Florida Green Industries-Best Management Practices
State of Florida-Spray ID Card Holder
FDOT TTC Certified

Branch Manager

- Over 20 years of experience in the landscape industry throughout the Greater Orlando Market
- Previously a top performing Branch Manager for a landscape company that excelled with safety, customer retention, and customer service
- Knowledgeable in all aspects including irrigation, design, drainage, installation, disease/pest management, and general maintenance



Key Strengths

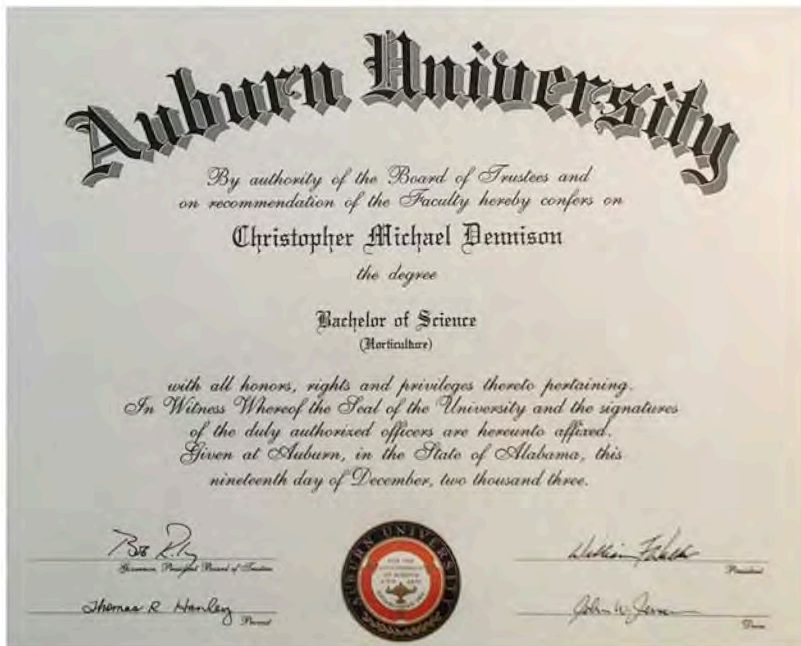
Team Leadership
 Team Building
 Customer Service
 Training and Development
 Strategic Planning
 Account Management
 Quality Control
 Operational Efficiency
 Safety Education

Education and Training

Auburn University
 Bachelor of Science, Landscape
 Horticulture

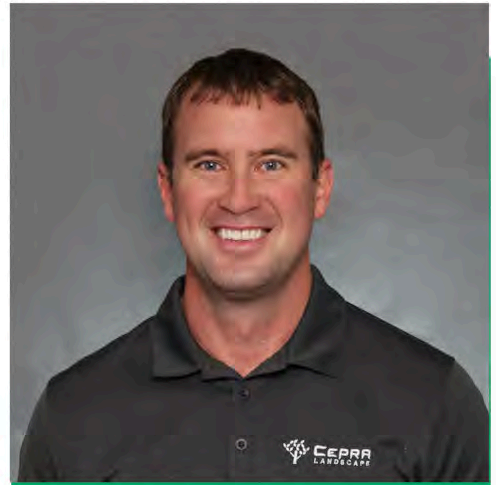
Florida Green Industries-Best
 Management Practices
 Certified

State of Florida-Spray ID Card
 Holder



Jason has 13 years of experience working in the

- landscape industry in Central Florida. Before joining the CEPRA Team Jason also assisted from a management and resource standpoint as a Branch Manager for the Baldwin Park CDD after Chris Dennison left the Brightview organization.
- Provides excellent customer service by listening and providing what the customer wants.
- Well versed in landscape design and installation, irrigation, disease and pest management, and general landscape maintenance



Key Strengths

Customer Service

Account Management

Project Planning and

Mgt. Quality Control

Team Leadership

Team Building

Operational Efficiency

Safety Education

Education and Training

University of Florida
 Bachelor of Science in Food and
 Resource

Economics with a Specialization
 in Ag.

Business Management

Green Industries BMP Certified

Commercial Landscape

Pesticide and Fertilizer

Applicator License

OSHA Fall Protection
 Certified

Maintenance of Traffic
 (Intermediate) Certified



- Safety Program director for all branches. Responsible for making Safety our number one priority
- Over 15 years of experience in the landscape industry throughout the Greater Orlando Market
- Previously a top performing Account Manager for a landscape company that excelled with safety, customer retention, and customer service
- Knowledgeable in all aspects including irrigation, design, drainage, installation, disease/pest management, and general maintenance

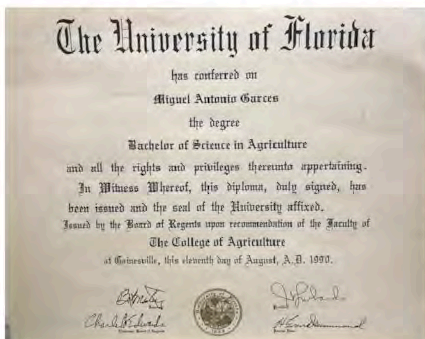


Key Strengths

Building Customer Service
Training and Development
Strategic Planning Account
Management Quality Control
Operational Efficiency Safety
Education

Education and Training

University of Florida, B.S.
Degree - Agriculture
Florida Green Industries -
BMP Instructor
State Certified Pest Control
Operator, #JF104641
Orange County Extension
Horticultural Advisory
Committee Member
OSHA 30 Certified -
Construction Safety and
Health
MOT Certified
First Aid & CPR Certified
Florida Qualified Compliance
Inspector of Storm Water
Florida
Florida Qualified Preparer of
Storm Water Pollution
Prevention Plans



- Over 30 years of experience in the landscape industry throughout Central Florida
- Previously was the Certified Pest Control Operator for a large landscape company, managed the yearly planning and installation of the seasonal color and annually trained/certified the Green Industries Best Management Practices and FDACS-Identification Card Holders
- Knowledgeable in Seasonal Color Design, Selection, Installation and Maintenance, Disease/ Pest Management, State of Florida/County/City- Training & Licensing Requirements and Landscape Maintenance Sustainability

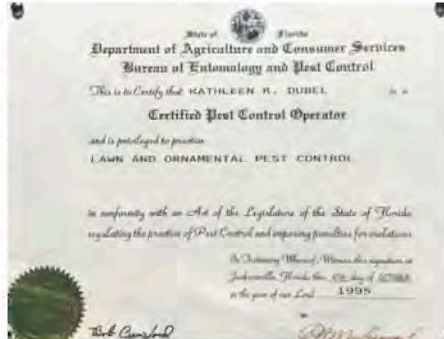


Key Strengths

Agronomic Execution
 Horticultural Development
 State and Local Licensing
 Seasonal Color Management
 Landscape Diagnosis
 Quality Control
 Customer Service
 Work Place Safety

Education and Training

Bachelor of Science -
 University of Florida
 State of Florida Certified
 Pest Control Operator
 JF 8006
 Florida Green Industries-
 Best Management Practices
 Certified Instructor
 T-GV22332
 FDACS LTD Commercial
 Fertilizer Applicator
 FNGLA Floriculture
 Committee Member



ROB MAIER

Owner/Manager

- Over 23 years of experience in the landscape industry throughout Central Florida. Over 12 years of that time was spent in Baldwin Park managing crews, building relationships and helping set up operational systems and processes.
- Hands on approach with both customers and employees to achieve superior results.
- Thrives on exceeding customer's expectations every time.
- Previously one of the top performing Branch Managers



Key Strengths

Customer Service
 Customer Retention
 Account Management
 Project Planning and Mgt.
 Territory Development
 Quality Control
 Team Leadership/Development
 Team Building
 Operational Efficiency
 Problem Solving
 Workplace Safety

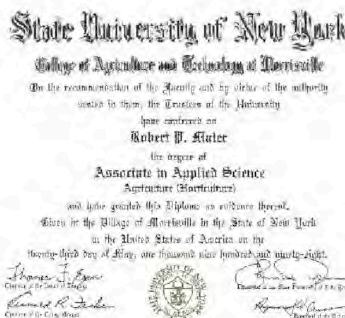
Education and Training

State University of New York,
 A.S. Degree- Horticulture

FNGLA Certified Landscape
 Contractor #CC5-0234

State Certified Pest Control
 Operator #JF152443

Florida Green Industries-Best
 Management Practices



Commitment to Safety

TO YOU & OUR EMPLOYEES



POLICIES

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

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

UNIFORM

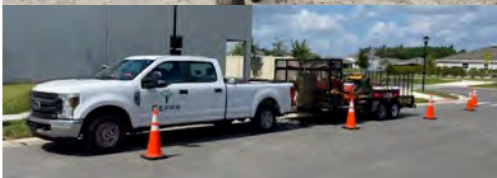
Our uniforms are part of our commitment to professionalism. Each team member is fitted with the following:

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

FLEET

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

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





Hurricane Plan

TO YOU & OUR EMPLOYEES

In preparation of any Hurricane, CEPRA has a plan in place to properly service our properties before and after a storm.

BEFORE THE STORM

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

AFTER THE STORM

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

ADDITIONAL INFO

- Your Account manager should be your first point of contact but we will provide emergency contact numbers as well.
- Before any major storm event, we secure rentals of all major pieces of equipment that may be necessary to supplement our current assets.
- With approximately 200 Employees in Central-South Florida, we have the ability to mobilize crews from multiple locations to help with the large priority issues.
- We also have a reliable subcontractor partnership with several companies that we can rely on during a major event as well.



CEPRALAND1

SAMPSONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2021

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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Wendy Evans PHONE (A/C, No, Ext): (407) 809-5312 E-MAIL: Wendy.Evans@ioausa.com ADDRESS:	FAX (A/C, No):
INSURED Cepra Landscape LLC PO Box 865 Oakland, FL 34760	INSURER(S) AFFORDING COVERAGE INSURER A : FFVA Mutual Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 10385

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	WC84000345002021A	12/1/2021	12/1/2022	X PER STATUTE 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

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2021

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.

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PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 361** **REVISION NUMBER: 0**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	6110411	12/01/2021	12/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV. INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6110411	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	6110412	12/01/2021	12/01/2022	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000
	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 type="checkbox"/> N / A					PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

CERTIFICATE HOLDER

CANCELLATION

361 0	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Licenses & Certifications

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

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

	2021	EXPIRES	9/30/2022	
3106 LANDSCAPING	\$30.00	1 EMPLOYEE	3501 MFG REP-PLANTS	\$30.00
3125 LAWN CARE	\$30.00	1 EMPLOYEE	1811 BRICK PAVING	\$30.00
1812 IRRIGATION	\$30.00	1 EMPLOYEE		

3106-1202920
1 EMPLOYEE
1 EMPLOYEE

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

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



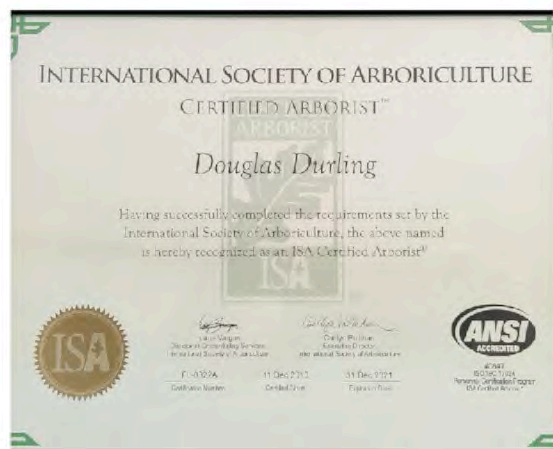
MAIER ROBERT P

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

PAID: \$200.00 0099-01023429 9/13/2021

This receipt is official when validated by the Tax Collector.

Licenses and Certifications



Licenses and Certifications



CEU
Miguel Garces
has successfully completed requirements for:

Adult First Aid/CPR/AED
Date Completed: 11/23/2021
Conducted by: American Red Cross
Contact Hours: 4.5
CEUs Awarded: 0.5



AMERICAN RED CROSS
11/23/2021
11/23/2021
11/23/2021



Certificate of Completion

Miguel Garces
has successfully completed requirements for:
Adult First Aid/CPR/AED

Date Completed: 11/23/2021
Validity Period: 2 - Years
Conducted by: American Red Cross



AMERICAN RED CROSS
11/23/2021
11/23/2021
11/23/2021



References

Suzanne Galarneau, CPM

Oneblood

407.248.5479 ext. 35479

Suzanne.Galarneau@oneblood.org

Current CEPRA customer, an existing maintenance account.

Rachel S. Slater, General Manager

Winter Park Village

407.473.8553

RSlater@castoinfo.com

Current CEPRA customer, an existing maintenance account.

Robert Henry, Director of Operations

Real Estate Inverlad Development

407.592.0806

RobertHenry613@gmail.com

Current CEPRA customer, an existing maintenance account.



Monthly Landscape Report

Property: Bellechase

Account Manager: Brandon Ray

Month: Mar-18

Rainfall 3.69

Date: 4/9/2018

Avg. Low Temp 48.8

Avg. High Temp 77

GENERAL REMARKS:

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

Any Major Irrigation Issues?

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

Any Major Horticultural Issues?

No major issues to report.

Any additional Items?

No additional items to report.

COMPLETED TASKS (LAST 30 DAYS):

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

UPCOMING TASKS (THE NEXT 30 DAYS):

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



CEPRA
LANDSCAPE

Irrigation
Maintenance
&
Inspection

JOB #: 99
DATE: 3/15/2015
TECH: Justin Stash
SHEET: 1 of 1

JOB NAME: Big Grass Condo Association MONTH: March

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

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

Cepra Landscape Spray Request

Date: 8/21/2017

Acct. Manager Danny

Job Name Fore Ranch

Job Number

Turf Application ☒
Ornamental Application ☐Scheduled App. ☒
Service Call ☐

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

Gate Code: Approx. Time:

Service Day: Monday Report Item Month:

Report Item #:

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

Below To Be Completed By Tech

Treatment Information

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

Application Method z sprayer

Area Treated

Temperature (°F) 90

Wind (MPH) 3-Jan

Treatment Time 2 hours

Travel Time 1 hour

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

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

Spray Operator Brandon Merrit

Date: 7/7/2017

Spray ID # JE250646

Shrubs & Trees

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Fert.	6 Month Blend with Minors	2			■	■					■	■		
Liquid Fert	Focal Plants with Insect/Fungicide	4			■			■			■			■
Pest Control	Preventative Treatment	1			■	■	■	■	■	■	■	■	■	■
Pest Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■
Disease Control	Fungicide with Minors	As Needed	■	■				■	■	■	■		■	■

Palms

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Fert.	6 Month Blend with Minors	2			■						■			
Liquid Fert	Canopy - Minors with Fung./Insect.	2						■						■
Pest Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■
Disease Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■

Flowers

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Fert.	3 Month Blend with Minors	4	■		■	■		■	■		■	■		■
Liquid Fert	Minors with Fungicide/Herbicide	8	■		■	■		■	■		■	■		■
Pest Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■
Disease Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■

*** All Services above are based on final product Guarantee and any additional applications will be completed at no additional Cost***

St. Augustine Grass

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Turf Fert.	3 Month Blend with Pre-Emergent	2												
Granular Turf Fert.	4 Month Blend	1												
Liquid Turf Fert.	Minor Nutrients with Insect Control	1												
Winter Weeds	Herbicide	1												
Summer Weeds	Herbicide	1												
Disease Control	Fungicide	As Needed												

Zoysia Grass

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Turf Fert.	3 Month Blend with Pre-Emergent	2												
Granular Turf Fert.	4 Month Blend	1												
Liquid Turf Fert.	Minor Nutrients with Insect Control	As Needed												
Winter Weeds	Herbicide	1												
Summer Weeds	Herbicide	1												
Disease Control	Fungicide	As Needed												

Bahia Grass - Focal Areas Only

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Turf Fert.	4 Month Blend with Insecticide	2												
Liquid Turf Fert.	Minor Nutrients	As Needed												
Winter Weeds	Herbicide	1												
Summer Weeds	Herbicide	1												
Disease Control	Fungicide	As Needed												

*** All Services above are based on final product Guarantee and any additional applications will be completed at no additional Cost***

LANDSCAPE MAINTENANCE SPECIFICATIONS

I. Scope of Work

A. Landscape Maintenance

Mowing:

Lawns shall be mowed weekly during the active growing season and as needed during the non-growing season. Site conditions such as dry or saturated turf will dictate the mowing operations. Turf will be cut with rotary mowers in order to maintain a uniform height.

Contractor shall leave clippings in the lawn as long as no visible clumps remain.

Trimming/Edging:

All fixed objects shall be trimmed or edged in order to maintain a neat appearance. Turf shall be string trimmed to match the height as determined by the mowers. Turf adjacent to all bodies of water shall be mowed or string trimmed to the water's edge during each mowing operation.

Blowing:

As part of each maintenance cycle, all debris generated from our work, shall be removed from sidewalks, roadways, paved areas, monuments, and markers on days of service.

Weed Control:

Contractor shall keep beds reasonably free of broadleaf or grassy weeds using a legally approved herbicides both pre-emergent and post-emergent.

Groundcovers:

Groundcover shall be edged in order to keep it within the bounds of its intended area.

Pruning:

Shrubs shall be pruned only as necessary to create a natural appearance, to maintain the desired shape, and to remove damage or diseased wood. Within the weekly detail service, debris, such as plant shedding, will be removed from beds. Encroaching preserve will be kept back at a maintainable growth to the property line up to 15' height. Once a year in the winter months, a major push back to property line will be completed, within reason.

Tree Pruning:

Pruning of trees up to a height of 15 feet is included in these specifications. The lower branches on trees over 15 feet shall only be raised to provide clearance for pedestrians, vehicles, buildings, shrubs, or to improve visibility. This pruning does not cover any type of interior pruning on the canopies such as thinning, deadwood, or crown reduction.

Debris and Storm Cleanup:

Excess debris in the landscape area shall be removed on the days of service. All debris, generated from our work, shall be removed from sidewalks, roadways and paved areas on the days of service. Contractor is not responsible for removal of excessive storm debris or fallen tree litter greater than 4" in diameter.

B. Horticulture ManagementFertilization:

Turf and ornamentals shall be fertilized with approved commercial grade fertilizer. The number of applications will be based on plant types and requirements.

Turf Weed Control:

Broadleaf and sedge type weeds shall be covered under these specifications. Turf areas shall be treated as warranted with approved pre and post emergent weed control products following all State and Federal regulations.

Insect Control

Contractor shall provide control for insects damaging turf and ornamentals by using approved products following all State and Federal regulations.

Disease Control

These specifications do not include preventative measures for fungus and disease. The contractor shall provide treatments to stop or slow the progression of diseases when necessary. Proper turf management, including fertilization, mowing height, and irrigation management are the most critical factors to controlling diseases.

C. Irrigation ManagementScheduling:

Contractor shall schedule the irrigation to operate at night when possible and shall be monitored and adjusted according to seasonal requirements and site conditions. Watering schedule shall adhere to local watering restrictions where applicable.

Irrigation Inspection:

Contractor shall perform the following services as part of the monthly irrigation inspection.

- Activate each irrigation zone of the system.
- Visually check for any damages or necessary repairs.
- Straighten or adjust irrigation heads as necessary.
- Adjust the irrigation controller for specific watering requirements according to the season and site conditions.
- Provide a written report of the findings.

Damage to the system:

Contractor shall repair, at no cost, any damage caused by maintenance operations. Contractor shall not be held liable for damage due to faulty equipment, lightening, construction work, vandalism, pre-existing conditions, freezes, or acts of God.



Base Maintenance Services

Selten Way	Price	No. of Months	Subtotal
Basic Maintenance Services	\$2,000	12	\$24,000
Horticulture Services of are included in base maintenance above			
Irrigation Management	\$240	12	\$2,880
Total			\$26,880

Additional Services

Description	Price	Qty/Year	Subtotal
Annuals <i>Annual Flowers Not Included</i>	\$2	0 plants per year	\$0
Palm Pruning <i>Palms 1x/yr</i>	\$5,838	1 per occurrence	\$5,838
Mulch <i>140 yards 1x/yr</i>	\$55	140 yards per application	\$7,700
Total			\$13,538

Total Annual Cost: \$40,418.00

Total Monthly Cost: \$3,368.17

Discover **CEPRA** and See the difference.

Postras East Community Development District

**Access and Utility Easement
for Postras East Parcel N-6 Ph4
*(provided under separate cover)***

Postras East Community Development District

Egis Insurance Package for FY 2023



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Poitras East Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Postras East Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122365

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$368,032
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$1,000,000

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:		Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
		Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement		Included
Flood	*	Included
Boiler & Machinery		Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$10,903

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability		
Property Damage		
Crisis Management Services	\$250,000	

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

Poitras East Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122365

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$10,903
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,294
Public Officials and Employment Practices Liability	\$2,694
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$16,891

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Poitras East Community Development District

By: Richard Levey (Name of Local Governmental Entity)
Signature Richard Levey Print Name

Witness By: Lynne Mullins
Signature Lynne Mullins Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2022

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

Poitras East Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- ☒ Building and Content TIV
☒ Inland Marine
☐ Auto Physical Damage

\$368,032 As per schedule attached
\$1,000,000 As per schedule attached
Not Included

Signature: _____

Date: _____

Name: _____

Title: _____



Property Schedule

Schedule Items Effective As of: 10/01/2022

Poitras East Community Development District

Policy No.: 100122365
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
1	Lift Station		2021	10/01/2022	\$368,032		\$368,032
	14068 Hesse Road Orlando FL 32827		Pump / lift station	10/01/2023			
			Total:	Building Value \$368,032		Contents Value \$0	Insured Value \$368,032

Sign:

Print Name:

Richard Levy

Date:

9/19/22



Schedule Items Effective As of: 10/01/2022

Inland Marine Schedule

Postras East Community Development District

Policy No.: 100122365

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department	Serial Number	Classification Code	Eff. Date	Value	Deductible
	Description			Term Date		
1			Other inland marine	10/01/2022	\$1,000,000	\$1,000
	Construction Materials			10/01/2023		
				Total	\$1,000,000	

Sign:

Print Name:

Richard Levey

Date:

9/19/22

Postras East Community Development District

**Operation and Maintenance Expenditures Paid in
August 2022 in an amount totaling \$20,571.60**

POITRAS EAST
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures
For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$20,571.60**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Postras East CDD
AP Check Register (Current by Bank)
Check Dates: 8/1/2022 to 8/31/2022

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: FCB - FLORIDA COMMUNITY BANK					001-101-0000-00-01
1308	8/04/22	M	BERMAN	Berman Construction	\$1,000.00
1309	8/04/22	M	BROWNI	Brownies Septic and Plumbing	\$150.00
1310	8/04/22	M	KUTAK	Kutak Rock	\$3,146.28
1311	8/04/22	M	ULS	United Land Services	\$2,329.00
1312	8/08/22	M	CRI	Carr Riggs & Ingram	\$2,500.00
1313	8/08/22	M	DONMC	Donald W McIntosh Associates	\$312.50
1314	8/08/22	M	ORLSEN	Orlando Sentinel	\$263.75
1315	8/08/22	M	VGLOBA	VGlobalTech	\$135.00
1316	8/24/22	M	BROWNI	Brownies Septic and Plumbing	\$325.00
1317	8/24/22	M	PFMGC	PFM Group Consulting	\$2,929.50
1318	8/24/22	M	RLEVEY	Richard Levey	\$200.00
1319	8/30/22	M	KUTAK	Kutak Rock	\$2,888.86
1320	8/30/22	M	PFMGC	PFM Group Consulting	\$32.12
1321	8/30/22	M	TRIBUN	Tribune 365 National Group	\$560.00
1322	8/30/22	M	ULS	United Land Services	\$2,329.00
BANK FCB REGISTER TOTAL:					\$19,101.01
GRAND TOTAL :					\$19,101.01

19,101.01	Checks 1308-1322
1,470.59	PA 162 - OUC paid online
20,571.60	O&M cash spent

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT
** Denotes broken check sequence.

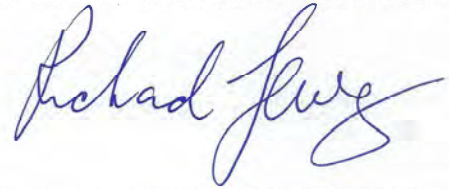
Poitras East Community Development District

Payment Authorization #158

7/8/2022

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction		
	June Administrator & Irrigation Specialist	19899	\$ 1,000.00
	July Administrator & Irrigation Specialist	20541	\$ 1,000.00
2	Donald W McIntosh Associates		
	Engineering Services Through 06/17/2022	42827	\$ 875.00
	Wastewater System Needs Analysis Through 06/24/2022	42835	\$ 1,772.00
3	OUC		
	Acct: 2989510986 ; Service 06/02/2022 - 07/01/2022	--	\$ 1,380.77
4	Sunshine 811		
	Annual Assessment 06/01/2022 - 09/30/2022 + June Tickets	PS-INV1012898	\$ 37.92
	Annual Assessment 10/01/2022 - 05/31/2023	PS-INV1012898	\$ 60.00

TOTAL \$ 6,125.69



Chairperson



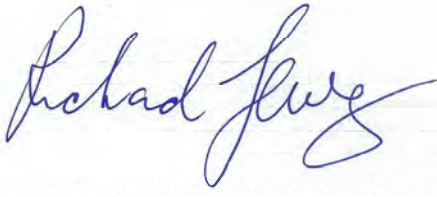
Postras East Community Development District

Payment Authorization #160

7/22/2022

Item No.	Payee	Invoice Number	General Fund
1	United Land Services July Monthly Landscaping	ULS-32971	\$ 2,329.00
2	VGlobalTech June Website Maintenance	3945	\$ 135.00
	Quarter 2 ADA Audit	4045	\$ 300.00
	July Website Maintenance	4078	\$ 135.00

TOTAL \$ 2,899.00



Chairperson

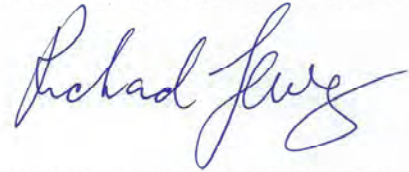


Postras East Community Development District

Payment Authorization #161

7/29/2022

Item No.	Payee	Invoice Number	General Fund
1	Brownies Septic and Plumbing Monthly Lift Station Maintenance	i92766	\$ 150.00
2	Kutak Rock General Counsel Through 06/30/2022	3081744	\$ 3,146.28
TOTAL			\$ 3,296.28



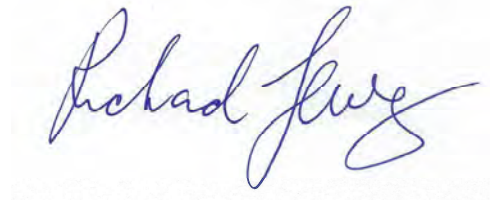
Chairperson

Poitras East Community Development District

Payment Authorization #162

8/5/2022

Item No.	Payee	Invoice Number	General Fund
1	Carr Riggs & Ingram FY 2021 Audit	17395614	\$ 2,500.00
2	Donald W McIntosh Associates Engineering Services Through 07/15/2022	42955	\$ 312.50
3	Orlando Sentinel Legal Advertising on 07/12/2022 (Ad: 7246139)	OSC57285079	\$ 263.75
4	OUC Acct: 2989510986 ; Service 07/01/2022 - 08/02/2022	--	\$ 1,470.59
5	VGlobalTech August Website Maintenance	4157	\$ 135.00
TOTAL			\$ 4,681.84



Chairperson

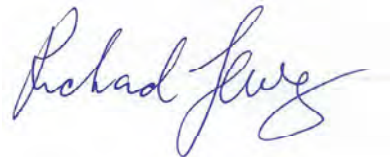


Poitras East Community Development District

Payment Authorization #163

8/19/2022

Item No.	Payee	Invoice Number	General Fund
1	Brownies Septic and Plumbing		
	Emergency Service Call	i94936	\$ 175.00
	Monthly Lift Station Maintenance	i94986	\$ 150.00
2	PFM Group Consulting		
	DM Fee: August 2022	DM-08-2022-39	\$ 2,916.67
	July Reimbursables	OE-EXP-08-2022-30	\$ 12.83
3	Supervisor Fees - 08/16/2022 Meeting		
	Richard Levey	--	\$ 200.00
TOTAL			\$ 3,454.50



Chairperson

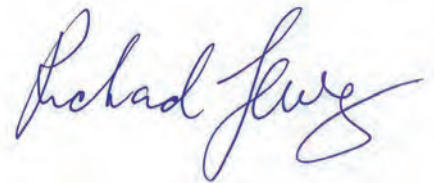


Poitras East Community Development District

Payment Authorization #164

8/26/2022

Item No.	Payee	Invoice Number	General Fund
1	Kutak Rock General Counsel Through 07/31/2022	3095201	\$ 2,888.86
2	PFM Group Consulting Billable Expenses	121387	\$ 32.12
3	Tribune 365 National Group Legal Advertising Through 08/02/2022 (Ad: 7252339)	OSC58370353	\$ 560.00
4	United Land Services August Monthly Landscaping	ULS-34410	\$ 2,329.00
TOTAL			\$ 5,809.98



Chairperson

Postras East Community Development District

**Operation and Maintenance Expenditures Paid in
September 2022 in an amount totaling 54,639.09**

**POITRAS EAST
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

**Operation and Maintenance Expenditures
For Board Approval**

Attached please find the check register listing Operations and Maintenance expenditures paid from September 1, 2022 through September 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$54,639.09**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Poitras East CDD
AP Check Register (Current by Bank)
Check Dates: 9/1/2022 to 9/30/2022

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
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BANK ID: FCB - FLORIDA COMMUNITY BANK					001-101-0000-00-01
--	--	--	--	--	---------------------------

1323	09/08/22	M	BERMAN	Berman Construction	\$1,000.00
1324	09/08/22	M	DONMC	Donald W McIntosh Associates	\$570.63
1325	09/08/22	M	ULS	United Land Services	\$2,329.00
1326	09/21/22	M	PFMGC	PFM Group Consulting	\$2,955.92
1327	09/21/22	M	VGLOBA	VGlobalTech	\$135.00
1328	09/30/22	M	BERMAN	Berman Construction	\$1,000.00
1329	09/30/22	M	BROWNI	Brownies Septic and Plumbing	\$150.00
1330	09/30/22	M	EGIS	Egis Insurance Advisors	\$17,256.00
1331	09/30/22	M	ULS	United Land Services	\$2,329.00
1332	09/30/22	M	USIC	USIC Locating Services	\$409.00

BANK FCB REGISTER TOTAL:	\$28,134.55
---------------------------------	--------------------

GRAND TOTAL :	\$28,134.55
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28,134.55	Checks 1323-1332
1,504.54	PA 166 - OUC paid online
25,000.00	Reserve transfers
54,639.09	O&M cash spent

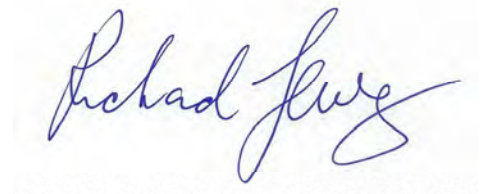
Postras East Community Development District

Payment Authorization #165

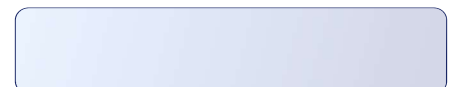
9/2/2022

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction		
	August Administrator & Irrigation Specialist	21071	\$ 1,000.00
	September Administrator & Irrigation Specialist	21809	\$ 1,000.00
2	Donald W McIntosh Associates		
	Engineering Services Through 08/12/2022	43079	\$ 570.63
3	United Land Services		
	June Monthly Landscaping	ULS-32648	\$ 2,329.00

TOTAL \$ 4,899.63



Chairperson



Poitras East Community Development District

Payment Authorization #166

9/9/2022

Item No.	Payee	Invoice Number	General Fund
1	OUC Acct: 2989510986 ; Service 08/02/2022 - 09/01/2022	--	\$ 1,504.54
2	PFM Group Consulting August Reimbursables	OE-EXP-09-2022-28	\$ 7.16
3	United Land Services September Monthly Landscaping	ULS-35787	\$ 2,329.00

TOTAL \$ 3,840.70



Chairperson

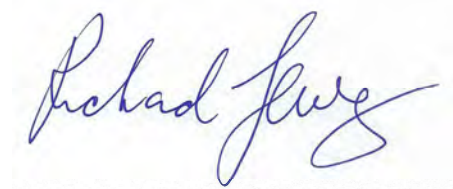


Postras East Community Development District

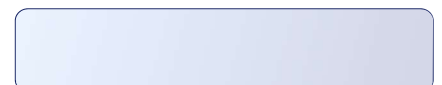
Payment Authorization #167

9/16/2022

Item No.	Payee	Invoice Number	General Fund
1	PFM Group Consulting		
	Billable Expenses	121582	\$ 32.13
	DM Fee: September 2022	DM-09-2022-039	\$ 2,916.63
2	VGlobalTech		
	September Website Maintenance	4236	\$ 135.00
TOTAL			\$ 3,083.76



Chairperson

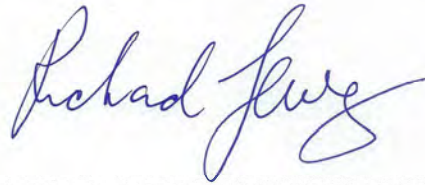


Postras East Community Development District

Payment Authorization #168

9/23/2022

Item No.	Payee	Invoice Number	General Fund
1	Brownies Septic and Plumbing Monthly Lift Station Maintenance	i96748	\$ 150.00
2	Egis Insurance Advisors FY 2022 Additional Insurance	17079	\$ 365.00
	FY 2023 Insurance	17082	\$ 16,891.00
3	USIC Locating Services Locating Services Through 02/28/2022	495192	\$ 409.00
TOTAL			\$ 17,815.00



Chairperson



Postras East Community Development District

**Requisition Nos. 2020-178 – 2020-185 Paid in
August 2022 in an amount totaling \$847,633.50**

POITRAS EAST
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Requisition Recap
For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from August 1, 2022 through August 31, 2022. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
S2020-178	Kutak Rock	\$1,645.00
S2020-179	Donald W McIntosh Associates	\$17,677.06
S2020-180	JMHC	\$40,126.89
S2020-181	Jr. Davis Construction Co.	\$695,248.62
S2020-182	Boggy Creek Improvement District	\$45.25
S2020-183	Kutak Rock	\$1,361.00
S2020-184	Lindsay Precast	\$34,638.00
S2020-185	World Electric Supply	\$56,891.68
		\$847,633.50

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	July 29, 2022	REQUISITION NO:	178
PAYEE:	Kutak Rock	AMOUNT DUE:	\$1,645.00
ADDRESS:	PO Box 30057 Omaha, NE 68103-1157	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 3081745 for Project 15623-2 (Project Construction) Through 06/30/2022		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

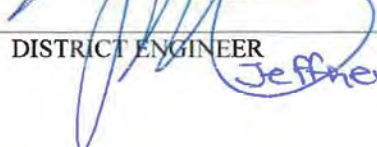
All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY:  7/29/22
DISTRICT ENGINEER
Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 11:41 am, Aug 01, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	August 5, 2022	REQUISITION NO:	179
PAYEE:	Donald W McIntosh Associates Inc	AMOUNT DUE:	\$17,677.06
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice 42956 for Project 18124 (Poitras East CDD) Engineering Services Through 07/15/2022 – \$9,592.50• Invoice 42957 for Project 20695 (Pearson Avenue (Street A) – Phase 2) Engineering Services Through 07/15/2022 – \$3,942.17• Invoice 42960 for Project 21555 (Poitras East Master Infrastructure Phase 1C) Engineering Services Through 07/15/2022 – \$2,551.84• Invoice 42961 for Project 21556 (Poitras East Master Infrastructure Phase 1D) Engineering Services Through 07/15/2022 – \$1,590.55		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.


The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY: 
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 9:08 am, Aug 08, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	August 5, 2022	REQUISITION NO:	180
PAYEE:	JMHC	AMOUNT DUE:	\$40,126.89
ADDRESS:	2816 East Robinson Street Orlando, FL 32803	FUND:	<u>Acquisition/Construction</u>
ITEM:	Pay Application #10 for Project 22103 (Poitras Force Main Extension) Through 07/25/2022		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.


The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY:  8/8/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	August 19, 2022	REQUISITION NO:	181
PAYEE:	Jr. Davis Construction Co.	AMOUNT DUE:	\$695,248.62
ADDRESS:	210 Hangar Road Kissimmee, FL 34741	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice 128262 (Pay Application #10) for Project 2082 (Poitras East Master Infrst 1D) Through 07/31/2022 – \$124,015.94• Invoice 128263 (Pay Application #3) for Project 2107 (Pearson Ave PH2) Through 07/25/2022 – \$285,189.05• Invoice 128266 (Pay Application #10) for Project 2089 (Poitras East Master Infrs PH1C) Through 07/25/2022 – \$181,298.93• Invoice 128267 (Pay Application #5) for Project 2089 (Poitras East Master Infrs & Centerline Dr Seg F) Through 07/25/2022 (to be reimbursed by Midtown Improvement District) – \$104,744.70		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.


The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY:  8/22/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	August 26, 2022	REQUISITION NO:	182
PAYEE:	Boggy Creek Improvement District	AMOUNT DUE:	\$45.25
ADDRESS:	c/o PFM Group Consulting 3501 Quadrangle Boulevard, Ste. 270 Orlando, FL 32817	FUND:	<u>Acquisition/Construction</u>
ITEM:	Reimbursement for Construction-Related Legal Advertising, Split Between Boggy Creek, Greeneway, Myrtle Creek, Poitras East, and Midtown, Paid to Orlando Sentinel Out of Boggy Creek Series 2018 Construction Funds (Reference OSC58356069; Ad: 7252331), Req. 2018-262		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.


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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 
DISTRICT ENGINEER Jeffrey J. Newton, PE

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	August 26, 2022	REQUISITION NO:	183
PAYEE:	Kutak Rock	AMOUNT DUE:	\$1,361.00
ADDRESS:	PO Box 30057 Omaha, NE 68103-1157	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 3095202 for Project 15623-2 (Project Construction) Through 07/31/2022		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.


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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 
DISTRICT ENGINEER Jeffrey J. Newton, PE

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	August 26, 2022	REQUISITION NO:	184
PAYEE:	Lindsay Precast	AMOUNT DUE:	\$34,638.00
ADDRESS:	13365 Southern Precast Drive Alachua, FL 32615	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice 55831 for Phase 1C Construction Materials – \$11,546.00• Invoice 55833-A for Phase 1C Construction Materials – \$11,546.00• Invoice 55838 for Phase 1C Construction Materials – \$11,546.00		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

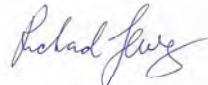
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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  8/29/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	August 26, 2021	REQUISITION NO:	185
PAYEE:	World Electric Supply	AMOUNT DUE:	\$56,891.68
ADDRESS:	PO Box 741020 Atlanta, GA 30374-1020	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice S048409224.003 for 1C-3 Construction Materials – \$1,955.06• Invoice S048409224.004 for 1C-3 Construction Materials – \$457.57• Invoice S048409224.006 for 1C-3 Construction Materials – \$50,994.95• Invoice S048409224.008 for 1C-3 Construction Materials – \$3,484.10		

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 
DISTRICT ENGINEER Jeffrey J. Newton, PE

Postras East Community Development District

**Requisition Nos. 2020-186 – 2020-192 Paid in
September 2022 in an amount totaling \$963,589.69**

POITRAS EAST
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817

PHONE: (407) 723-5900 • FAX: (407) 723-5901

Requisition Recap
For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from September 1, 2022 through September 30, 2022. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
S2020-186	Donald W McIntosh Associates	\$28,699.05
S2020-187	World Electric Supply	\$8,650.06
S2020-188	Boggy Creek Improvement District	\$46.00
S2020-189	Jr. Davis Construction Co.	\$857,739.49
S2020-190	World Electric Supply	\$9,957.77
S2020-191	Core & Main	\$51,528.00
S2020-192	Kittelson & Associates	\$6,969.32
		\$963,589.69

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	September 2, 2022	REQUISITION NO:	186
PAYEE:	Donald W McIntosh Associates Inc	AMOUNT DUE:	\$28,699.05
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice 43080 for Project 18124 (Poitras East CDD) Engineering Services Through 08/12/2022 – \$5,078.75• Invoice 43081 for Project 20695 (Pearson Avenue (Street A) – Phase 2) Engineering Services Through 08/12/2022 – \$22,312.66• Invoice 43084 for Project 21555 (Poitras East Master Infrastructure Phase 1C) Engineering Services Through 08/12/2022 – \$152.51• Invoice 43085 for Project 21556 (Poitras East Master Infrastructure Phase 1D) Engineering Services Through 08/12/2022 – \$1,096.38• Invoice 43086 for Project 21557 (Poitras East Off-Site Force Main) Engineering Services Through 08/12/2022 – \$58.75		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  9/2/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 9:05 am, Sep 06, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	September 2, 2021	REQUISITION NO:	187
PAYEE:	World Electric Supply	AMOUNT DUE:	\$8,650.06
ADDRESS:	PO Box 741020 Atlanta, GA 30374-1020	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice S048409224.007 for 1C-3 Construction Materials		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

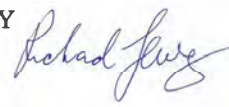
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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY:  9/2/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 9:05 am, Sep 06, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	September 16, 2022	REQUISITION NO:	188
PAYEE:	Boggy Creek Improvement District	AMOUNT DUE:	\$46.00
ADDRESS:	c/o PFM Group Consulting 3501 Quadrangle Boulevard, Ste. 270 Orlando, FL 32817	FUND:	<u>Acquisition/Construction</u>
ITEM:	Reimbursement for Construction-Related Legal Advertising, Split Between Boggy Creek, Greenway, Myrtle Creek, Poitras East, and Midtown, Paid to Orlando Sentinel Out of Boggy Creek Series 2018 Construction Funds (Reference OSC59792483 ; Ad: 7275895), Req. 2018-265		

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  9/19/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	September 16, 2022	REQUISITION NO:	189
PAYEE:	Jr. Davis Construction Co.	AMOUNT DUE:	\$857,739.49
ADDRESS:	210 Hangar Road Kissimmee, FL 34741	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice 128343 (Pay Application #11) for Project 2082 (Poitras East Master Infrst 1D) Through 08/31/2022 – \$472,648.11• Invoice 128349 (Pay Application #11) for Project 2089 (Poitras East Master Infrs PH1C) Through 08/25/2022 – \$72,277.23• Invoice 128351 (Pay Application #4) for Project 2107 (Pearson Ave PH2) Through 08/25/2022 – \$312,814.15		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

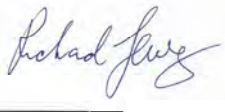
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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 1:32 pm, Sep 19, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	September 16, 2021	REQUISITION NO:	190
PAYEE:	World Electric Supply	AMOUNT DUE:	\$9,957.77
ADDRESS:	PO Box 741020 Atlanta, GA 30374-1020	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice S044451720.008 for 1D-2 Construction Materials		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

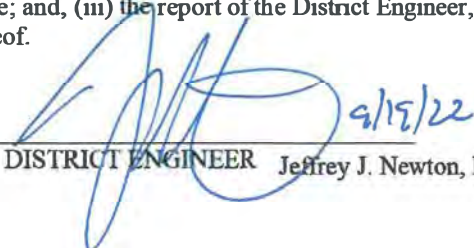
BY: _____
CHAIRMAN or VICE CHAIRMAN



DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: _____
DISTRICT ENGINEER Jeffrey J. Newton, PE



POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	September 23, 2021	REQUISITION NO:	191
PAYEE:	Core & Main	AMOUNT DUE:	\$51,528.00
ADDRESS:	PO Box 28330 St. Louis, MO 63146	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice R242113 for EASTMAS EASTMSTRINF PH1 Construction Materials		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.


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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

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BY:  9/26/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 9:57 am, Sep 29, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	September 23, 2022	REQUISITION NO:	192
PAYEE:	Kittelson & Associates	AMOUNT DUE:	\$6,969.32
ADDRESS:	PO Box 40847 Portland, OR 97240	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 129836 for Project 262690 (Narcoossee & Luminary Post Design) Through 08/31/2022		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY:  9/26/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 9:57 am, Sep 29, 2022

Postras East Community Development District

**Work Authorization/Proposed Services
*(if applicable)***

**POITRAS EAST COMMUNITY DEVELOPMENT
DISTRICT**

Recommendation for Work Authorization / Proposed Services

Project Name: Pearson Avenue (Street A) Phase 1

Brief Description: Boundary Survey Required for Hold Harmless Agreement

Name of Consultant / Vendor: Donald W. McIntosh Associates, Inc.

Is this work pursuant to an existing Agreement?

☒ Yes ☐ No

If so, name and date of Agreement: _____

Is this project included in the District Capital Improvement Plan?

☒ Yes ☐ No

Are the services required contemplated in the Capital Improvement Plan?

☒ Yes ☐ No

Is this a continuation of previously authorized work?

☒ Yes ☐ No

Proposal attached:

☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 13,160.00

Recommendation:

☒ Approve ☐ Deny

P:

Larry Kaufmann 9/14/22
Larry Kaufmann, Chairman

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, CONSTRUCTION
COMMITTEE

c: Jennifer Walden

Tucker Mackie

Jeffrey Newton

Lynne Mullins



**DONALD W. MCINTOSH
ASSOCIATES, INC.**

July 20, 2022
Revised August 23, 2022

Poitras East Community Development District
3501 Quadrangle Boulevard
Suite 270
Orlando, FL 32817

Subject: Poitras Pearson Avenue Phase 1
Boundary Survey Required for Hold Harmless Agreement
DWMA Job No. 22590 (001)

Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this Work Authorization to provide professional surveying services to Poitras East Community Development District ("CLIENT") for the preparation of a post construction boundary survey for Poitras Pearson Avenue Phase 1 ("Project") as required by the City of Orlando required for the hold harmless agreement processed for the project as detailed in the scope of work. The Attachments consist of Basis of Proposal and Client Responsibilities. DWMA will provide these services pursuant to our current contract with Poitras East Community Development District dated August 21, 2018 ("Contract") as follows:

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

I. Scope of Work

PROFESSIONAL SURVEYING & MAPPING

- A. **BOUNDARY SURVEY** - Preparation of a site boundary survey of the property required for the hold harmless agreement that will be prepared in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. Utility and site improvements will be limited to visible surface features only. Surveying of elevations and underground utilities within the property is not included and will be provided by the CLIENT from the site contractor. The signed and sealed surveys by others will be submitted to the City of Orlando for the hold harmless agreement but the data will not be incorporated into the DWMA survey.

FEE SCHEDULE

Contract Item	Billing Item	Description	Fee
A.	001	Boundary Survey	\$13,160.00
Total			\$13,160.00

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

F:\Contract\Proposals\cp14867a.doc

<http://www.dwma.com>



Poitras East Community Development District
Poitras Pearson Avenue Phase 1
DWMA Job No. 22590 (001)
August 23, 2022
Page 2 of 4

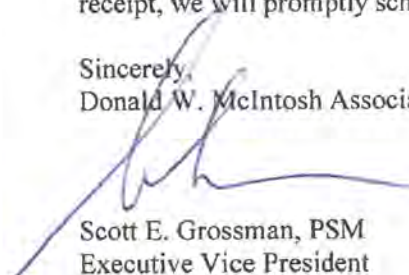
II. Compensation

Poitras East Community Development District will compensate Donald W. McIntosh Associates, Inc., pursuant to the hourly rate schedule contained in the Engineering Agreement and/or the lump sums listed above. The District will reimburse Donald W. McIntosh Associates, Inc., all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Poitras East Community Development District and Donald W. McIntosh Associates, Inc. (Engineer) with regard to the referenced work authorization. If you wish to accept this work authorization, please sign where indicated and return one complete copy to our office. Upon receipt, we will promptly schedule our services.


If you wish to accept this Work Authorization, please sign where indicated and return a complete copy to our office (executed electronic scanned copies are acceptable). Upon receipt, we will promptly schedule our services.

Sincerely,
Donald W. McIntosh Associates, Inc.


Scott E. Grossman, PSM
Executive Vice President

Attachment: Site Plan

APPROVED AND ACCEPTED

By: 
Authorized Representative of
Poitras East Community Development District

Date: 9/20/2022

PURSUANT TO FLORIDA STATUTE 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W.
MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.



BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES

Our Agreement is also based on the following conditions and limitations:

BASIS OF PROPOSAL

CLIENT has performed the necessary due diligence research to confirm that the site is suitable for the intended purpose.

The CLIENT is advised that concurrency management and comprehensive plan consistency will impact the land development process. Regulations regarding concurrency and consistency vary according to governmental jurisdiction. The status of concurrency, consistency and, if applicable, vested rights must be addressed for all projects within the State of Florida. DWMA presumes the CLIENT is aware of the issues and resultant impacts described. DWMA disclaims responsibility for delays that may be encountered due to failure on the part of the CLIENT to address concurrency and consistency issues prior to initiation of Services proposed herein. DWMA is not responsible for changes to the approved plans that may alter the concurrency vesting status or for noncompliance on the part of the property owner with regard to the performance terms and conditions established in the vesting certificate.

DWMA will not be responsible for any circumstances, acts, errors, omissions or events, of any type, beyond its control including, without limitation, construction costs, the acts or failures to act of any governmental or judicial agency, or the existence of hazardous waste of any type associated with the Project. No Services associated with hazardous waste of any type are included in any way in this Agreement.

Without limitation, architectural, traffic engineering (e.g., studies, signalization), structural engineering (e.g., retaining walls, bridges, docks), mechanical engineering (e.g., fire pumps), fire protection engineering (e.g., dedicated fire lines beyond the point of service), electrical engineering, geotechnical engineering and testing, environmental assessment, landscape and irrigation design, non-civil utility engineering (e.g., power, gas, telephone, cable television, site lighting) and any other professional or consultant services required by CLIENT and not undertaken by DWMA, shall be retained separately by the CLIENT. **No Services are included in this Agreement other than those specifically listed herein.**

DWMA may be mandated by regulatory authorities to incorporate findings, requirements and details of design in their construction plans that are prepared by professional geotechnical engineers and not by DWMA. In doing so, DWMA assumes no responsibility or liability for the design, construction or operation of geotechnical engineering components which may include, but not be limited to, underdrains, ground stabilizers, backfills, embankments, etc. CLIENT must also recognize that some of these systems (i.e., underdrains, etc.) usually require extensive field supervision during construction and certification after construction. These systems are subject to damage by other activities during or after infrastructure

construction such as other utility installations (power, telephone, cable, gas, etc.). DWMA assumes no liability for damages to any design element caused by the improper design, construction, operation or maintenance of improvements designed by others.

DWMA, in and through its review and/or use of design and calculations prepared by others, is not responsible for or liable for error or omissions in the design and permitting services provided by others. CLIENT's consultants will provide DWMA with permission to utilize and rely upon their work product as the basis of DWMA's design. Certain elements designed by others may be shown in DWMA construction plans for context only.

DWMA's performance and work product quality is dependent upon the timely provision of services from CLIENT-selected and contracted third-party consultants, including but not limited to geotechnical engineer, environmental consultant, transportation engineer, landscape/hardscape/irrigation designer and/or legal consultant whose services, while coordinated to the extent possible, are beyond the scope of responsibility of DWMA.

If locating underground utilities is expressly included in the Services, DWMA will locate such underground utilities as may be marked by a utility locating service retained by CLIENT. DWMA shall not be liable for showing any utility lines not marked by the locating company. DWMA cannot and does not guarantee or warranty that unidentified utilities will not be encountered.

Any opinion of construction cost prepared by DWMA represents its judgment as a design professional and is supplied for the general guidance of the CLIENT only since DWMA has no control over the cost of labor and material or over competitive bidding or market conditions. DWMA does not warrant or guarantee the accuracy of such opinions.

No permit applications or negotiations with regulatory agencies or permitting authorities are included other than those specifically listed herein.

If construction services or observation of construction are included herein, the Services included by DWMA will be to conduct periodic visits and observations to determine that the Work generally conforms or will conform to the applicable contract documents in relation to DWMA's engineering Services. DWMA's Service shall not include determining, supervising, implementing, or undertaking the responsibilities of the contractor, subcontractors or others, regarding means, methods, techniques, sequences and procedures of construction, nor for job conditions, safety precautions or programs. Construction phase services for systems designed and permitted by others are not included.

Construction phase retesting resulting from failures or no-shows, and therefore requiring additional site visits, shall be additional services and is not included in the scope of this agreement. Such services will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.



Postras East Community Development District
BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES
DWMA Job No. 22590 (001)
August 23, 2022
Page 4 of 4

CLIENT's contractor and/or surveyor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and/or record drawings. Any as-built surveys required to be performed by DWMA due to failure of contractor's surveyor to provide accurate and complete survey data will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.

Federal Emergency Management Agency (FEMA) Map revisions or amendments which may be required by regulatory agencies or lenders are not included unless specifically listed in Basic Services.

Provision of customized digital data files to CLIENT, CLIENT's consultants and/or CLIENT's contractor is not included. DWMA work product will be prepared digitally in AutoCAD Civil3D® 2018 or later.

CLIENT RESPONSIBILITIES

The CLIENT, or his representative, shall be available to meet with DWMA and provide decisions in a timely manner throughout the course of the Project.

The CLIENT will provide DWMA with plans and other pertinent information which may be necessary to properly survey or engineer the Project.

Prior to initiation of preliminary or final design, an approved site plan and final dimensioned building footprint(s) will be provided to DWMA by CLIENT, which will be complete with final geometry, and will be relied upon by DWMA.

The CLIENT will engage a professional geotechnical engineer to provide necessary hydrogeologic design support, relevant construction specifications for earthwork items and required construction inspection and certification. CLIENT's geotechnical engineer shall be responsible for final certification of all flexible and rigid pavement. DWMA has the CLIENT's authority to rely on this professional information as a basis for its design Services and certifications.

The CLIENT will engage a professional environmental consultant to provide jurisdictional determinations and necessary design and permitting support for wetland and special species issues.

The CLIENT will engage a professional environmental firm or firms who specialize in all matters relating to "hazardous" or "special" materials wastes, deposits, soils, contamination, etc., as may be required to support permitting or construction of the Project.

The CLIENT will engage a professional landscape architect to provide landscape and irrigation design related to the development of the property as intended by CLIENT.

The CLIENT will engage a professional architect to perform all architectural services including, without

limitation, incorporation of the work product of DWMA, and compliance with local, state or federal laws, regulations, codes and Americans with Disabilities Act ("ADA") requirements.

The CLIENT will engage a professional transportation consultant to provide analysis related to development of the property as intended by CLIENT, including but not limited to traffic studies, determination of turn lane requirements, traffic signal design, Maintenance of Traffic (MOT) plans and roundabout geometry, striping and signage design.

The CLIENT will engage a professional legal counselor to provide legal services related to development of the property as intended by CLIENT.

The CLIENT will engage a professional state licensed hydrogeologist for completion of hydrologic data required in support of a Consumptive Use/Water Use Permit.

The CLIENT will engage a professional archaeologist to provide archaeological analysis related to development of the property as intended by CLIENT.

The CLIENT agrees that DWMA shall have no responsibility for the accuracy of information provided by, or for any portion of the Project designed by the CLIENT or CLIENT's other consultants, or for compliance with local, state or federal ADA requirements. DWMA shall not be required to check or verify the CLIENT's or other consultants' work product, information, or construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances, and regulations, including, without limitation, ADA requirements. The CLIENT also agrees to require all other consultants engaged by the CLIENT to coordinate their design or construction documents or reports with the work product of DWMA, to promptly report any conflicts or inconsistencies to DWMA and to cooperate fully in the resolution of those conflicts or inconsistencies. The CLIENT further agrees, to the fullest extent permitted by law, to indemnify and hold harmless DWMA from any claims, damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or relating to false, inaccurate, or non-compliant information provided by CLIENT or its other consultants, or the services performed by other consultants engaged by the CLIENT.

The CLIENT or CLIENT's contractor shall obtain the required National Pollutant Discharge Elimination System (NPDES) permit for the Project.

The CLIENT will provide DWMA with all applicable operation and maintenance budgets and budget reserve estimates for all gated communities prior to submittal of the final plat to satisfy local jurisdiction requirements.

Postras East Community Development District

District's Financial Position and Budget to Actual YTD

Poitras East CDD
Statement of Financial Position
As of 9/30/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>Assets</u>				
<u>Current Assets</u>				
General Checking Account	\$197,890.08			\$197,890.08
Alleyway & Infrastructure Capital Res.	50,027.66			50,027.66
Prepaid Expenses	16,951.00			16,951.00
Series 2020 Debt Service Reserve		\$1,238,584.64		1,238,584.64
Series 2020 Interest		104.17		104.17
Total Current Assets	<u>\$264,868.74</u>	<u>\$1,238,688.81</u>	<u>\$0.00</u>	<u>\$1,503,557.55</u>
Total Assets	<u><u>\$264,868.74</u></u>	<u><u>\$1,238,688.81</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,503,557.55</u></u>
<u>Liabilities and Net Assets</u>				
<u>Current Liabilities</u>				
Accounts Payable	\$8,780.11			\$8,780.11
Accounts Payable			\$85,651.78	85,651.78
Retainage Payable			394,460.94	394,460.94
Total Current Liabilities	<u>\$8,780.11</u>	<u>\$0.00</u>	<u>\$480,112.72</u>	<u>\$488,892.83</u>
Total Liabilities	<u><u>\$8,780.11</u></u>	<u><u>\$0.00</u></u>	<u><u>\$480,112.72</u></u>	<u><u>\$488,892.83</u></u>
<u>Net Assets</u>				
Net Assets, Unrestricted	(\$63,275.11)			(\$63,275.11)
Net Assets - General Government	98,831.13			98,831.13
Current Year Net Assets - General Government	220,532.61			220,532.61
Net Assets, Unrestricted		\$296,780.20		296,780.20
Current Year Net Assets, Unrestricted		941,908.61		941,908.61
Net Assets, Unrestricted			(\$707,171.88)	(707,171.88)
Current Year Net Assets, Unrestricted			227,059.16	227,059.16
Total Net Assets	<u><u>\$256,088.63</u></u>	<u><u>\$1,238,688.81</u></u>	<u><u>(\$480,112.72)</u></u>	<u><u>\$1,014,664.72</u></u>
Total Liabilities and Net Assets	<u><u>\$264,868.74</u></u>	<u><u>\$1,238,688.81</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,503,557.55</u></u>

Postras East CDD
Statement of Activities
As of 9/30/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>Revenues</u>				
On-Roll Assessments	\$129,440.46			\$129,440.46
Off-Roll Assessments	235,251.29			235,251.29
Other Income & Other Financing Sources	8,962.00			8,962.00
Other Income & Other Financing Sources		\$0.01		0.01
Debt Proceeds		1,161,710.28		1,161,710.28
Other Income & Other Financing Sources			\$172,633.70	172,633.70
Debt Proceeds			10,610,881.90	10,610,881.90
Total Revenues	<u>\$373,653.75</u>	<u>\$1,161,710.29</u>	<u>\$10,783,515.60</u>	<u>\$12,318,879.64</u>
<u>Expenses</u>				
Supervisor Fees	\$1,400.00			\$1,400.00
D&O Insurance	2,506.00			2,506.00
Trustee Services	5,648.38			5,648.38
Management	35,000.00			35,000.00
Engineering	17,471.76			17,471.76
Property Appraiser	192.88			192.88
District Counsel	23,520.48			23,520.48
Assessment Administration	7,500.00			7,500.00
Audit	6,000.00			6,000.00
Travel and Per Diem	97.80			97.80
Postage & Shipping	66.23			66.23
Legal Advertising	2,877.43			2,877.43
Miscellaneous	266.13			266.13
Office Supplies	125.00			125.00
Web Site Maintenance	2,470.00			2,470.00
Dues, Licenses, and Fees	175.00			175.00
Electric	1,552.81			1,552.81
Water Reclaimed	13,345.80			13,345.80
General Insurance	3,429.00			3,429.00
Landscaping Maintenance & Material	9,316.00			9,316.00
Contingency	3,473.45			3,473.45
Liftstation Maintenance	4,766.20			4,766.20
Personnel Leasing Agreement	12,000.00			12,000.00
Interest Payments (Series 2020)		\$219,903.25		219,903.25
Engineering			\$255,649.91	255,649.91
District Counsel			9,569.50	9,569.50
Legal Advertising			561.00	561.00
Property & Casualty			22,459.00	22,459.00
Contingency			10,268,231.58	10,268,231.58
Total Expenses	<u>\$153,200.35</u>	<u>\$219,903.25</u>	<u>\$10,556,470.99</u>	<u>\$10,929,574.59</u>

Poitras East CDD
Statement of Activities
As of 9/30/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>Other Revenues (Expenses) & Gains (Losses)</u>				
Interest Income	\$79.21			\$79.21
Interest Income		\$101.57		101.57
Interest Income			\$14.55	14.55
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$79.21</u>	<u>\$101.57</u>	<u>\$14.55</u>	<u>\$195.33</u>
Change In Net Assets	\$220,532.61	\$941,908.61	\$227,059.16	\$1,389,500.38
Net Assets At Beginning Of Year	<u>\$35,556.02</u>	<u>\$296,780.20</u>	<u>(\$707,171.88)</u>	<u>(\$374,835.66)</u>
Net Assets At End Of Year	<u><u>\$256,088.63</u></u>	<u><u>\$1,238,688.81</u></u>	<u><u>(\$480,112.72)</u></u>	<u><u>\$1,014,664.72</u></u>

Poitras East CDD
Budget to Actual
For the Month Ending 09/30/2022

	Year To Date			FY 2022 Adopted Budget	Percentage Spent
	Actual	Budget	Variance		
<u>Revenues</u>					
On-Roll Assessments	\$ 129,440.46	\$ 361,225.00	\$ (231,784.54)	\$ 361,225.00	100.96%
Off-Roll Assessments	235,251.29	-	235,251.29	-	
Other Income & Other Financing Sources	8,962.00	-	8,962.00	-	
Net Revenues	\$ 373,653.75	\$ 361,225.00	\$ 12,428.75	\$ 361,225.00	103.44%
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ 1,400.00	\$ 4,800.00	\$ (3,400.00)	\$ 4,800.00	29.17%
D&O Insurance	2,506.00	3,000.00	(494.00)	3,000.00	83.53%
Trustee Services	5,648.38	6,000.00	(351.62)	6,000.00	94.14%
Management	35,000.00	35,000.00	-	35,000.00	100.00%
Engineering	17,471.76	12,000.00	5,471.76	12,000.00	145.60%
Dissemination Agent	-	5,000.00	(5,000.00)	5,000.00	0.00%
Property Appraiser	192.88	-	192.88	-	
District Counsel	23,520.48	25,000.00	(1,479.52)	25,000.00	94.08%
Assessment Administration	7,500.00	7,500.00	-	7,500.00	100.00%
Reamortization Schedules	-	250.00	(250.00)	250.00	0.00%
Audit	6,000.00	6,000.00	-	6,000.00	100.00%
Travel and Per Diem	97.80	300.00	(202.20)	300.00	32.60%
Telephone	-	50.00	(50.00)	50.00	0.00%
Postage & Shipping	66.23	500.00	(433.77)	500.00	13.25%
Copies	-	1,000.00	(1,000.00)	1,000.00	0.00%
Legal Advertising	2,877.43	12,500.00	(9,622.57)	12,500.00	23.02%
Bank Fees	-	180.00	(180.00)	180.00	0.00%
Miscellaneous	266.13	10,120.00	(9,853.87)	10,120.00	2.63%
Office Supplies	125.00	250.00	(125.00)	250.00	50.00%
Web Site Maintenance	2,470.00	2,700.00	(230.00)	2,700.00	91.48%
Holiday Decorations	-	5,000.00	(5,000.00)	5,000.00	0.00%
Dues, Licenses, and Fees	175.00	175.00	-	175.00	100.00%
Total General & Administrative Expenses	\$ 105,317.09	\$ 137,325.00	\$ (32,007.91)	\$ 137,325.00	76.69%
<u>Field Operations</u>					
Electric Utility Services					
Electric	\$ 1,552.81	\$ 5,000.00	\$ (3,447.19)	\$ 5,000.00	31.06%
Water-Sewer Combination Services					
Water Reclaimed	13,345.80	10,000.00	3,345.80	10,000.00	133.46%
Other Physical Environment					
General Insurance	3,429.00	3,300.00	129.00	3,300.00	103.91%
Property & Casualty Insurance	-	2,500.00	(2,500.00)	2,500.00	0.00%
Other Insurance	-	100.00	(100.00)	100.00	0.00%
Irrigation Repairs	-	10,000.00	(10,000.00)	10,000.00	0.00%
Landscaping Maintenance & Material	9,316.00	75,000.00	(65,684.00)	75,000.00	12.42%
Tree Trimming	-	5,000.00	(5,000.00)	5,000.00	0.00%
Flower & Plant Replacement	-	10,000.00	(10,000.00)	10,000.00	0.00%
Contingency	3,473.45	30,000.00	(26,526.55)	30,000.00	11.58%
Road & Street Facilities					
Entry and Wall Maintenance	-	3,000.00	(3,000.00)	3,000.00	0.00%
Hardscape Maintenance	-	5,000.00	(5,000.00)	5,000.00	0.00%
Alleyway Maintenance	-	10,000.00	(10,000.00)	10,000.00	0.00%
Streetlights	-	15,000.00	(15,000.00)	15,000.00	0.00%
Accent Lighting	-	500.00	(500.00)	500.00	0.00%
Liftstation Maintenance	4,766.20	2,500.00	2,266.20	2,500.00	190.65%
Parks & Recreation					
Personnel Leasing Agreement	12,000.00	12,000.00	-	12,000.00	100.00%
Reserves					
Infrastructure Capital Reserve	-	20,000.00	(20,000.00)	20,000.00	0.00%
Alleyway Reserve	-	5,000.00	(5,000.00)	5,000.00	0.00%
Total Field Operations Expenses	\$ 47,883.26	\$ 223,900.00	\$ (176,016.74)	\$ 223,900.00	21.39%
Total Expenses	\$ 153,200.35	\$ 361,225.00	\$ (208,024.65)	\$ 361,225.00	42.41%
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$ 79.21	\$ -	\$ 79.21	\$ -	
Total Other Revenues (Expenses) & Gains (Losses)	\$ 79.21	\$ -	\$ 79.21	\$ -	
Net Income (Loss)	\$ 220,532.61	\$ -	\$ 220,532.61	\$ -	

Poitras East CDD
Cash Flow

Beg. Cash		FY22 Inflows	FY22 Outflows	FY23 Inflows	FY23 Outflows	End. Cash
10/1/2021	15,902.20	-	(175.00)	-	-	6,667.23
11/1/2021	6,667.23	234,738.59	(22,019.87)	-	-	217,527.95
12/1/2021	217,527.95	25,997.11	(17,413.74)	-	-	226,111.32
1/1/2022	226,111.32	31,563.90	(3,946.31)	-	-	253,728.91
2/1/2022	253,728.91	1,819.39	(7,722.54)	-	-	247,825.76
3/1/2022	247,825.76	76,935.85	(15,641.93)	-	-	309,119.68
4/1/2022	309,119.68	14,219.44	(36,002.99)	-	-	287,336.13
5/1/2022	287,336.13	21,687.04	(10,146.33)	-	-	298,876.84
6/1/2022	298,876.84	1,051.12	(15,971.96)	-	-	283,956.00
7/1/2022	283,956.00	3.35	(10,882.80)	-	-	273,076.55
8/1/2022	273,076.55	3.62	(20,571.60)	-	-	252,508.57
9/1/2022	252,508.57	20.60	(37,383.09)	-	(17,256.00)	197,890.08
10/1/2022	197,890.08	-	(7,435.33)	-	-	190,454.75 as of 10/09/2022
		408,040.01	(206,248.49)	-	(17,256.00)	