

LANDMARK AT DORAL

**COMMUNITY DEVELOPMENT
DISTRICT**

August 12, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Landmark at Doral Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

August 5, 2025

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors
Landmark at Doral Community Development District

Dear Board Members:

The Board of Supervisors of the Landmark at Doral Community Development District will hold a Regular Meeting on August 12, 2025 at 4:00 p.m., at the Landmark Clubhouse, 10220 NW 66th Street, Doral, Florida 33178. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Discussion/Consideration: Eco-Blue Aquatic Services, Inc. Lake and Mitigation Maintenance Agreement
4. Discussion/Consideration: Additional Holiday Lights
 - A. Miami Christmas Lights Service Agreement [Holiday Landscape Lighting]
 - B. Miami Christmas Lights
 - I. Monuments
 - II. Medians
 - C. Y & S
 - I. Monuments
 - II. Medians
5. Discussion/Consideration: BrightView Landscape Services
 - A. Annual Agreement Renewal
 - B. Hurricane Services Post Clean Up Agreement
6. Consideration/Discussion: UNUS Agreement
7. Continued Discussion: Approved HOA Porter Services Agreement
8. Reconsideration/Discussion: Security Rover Services 8 Hours

9. Discussion: Landmark Traffic Pattern Challenges on District Roadways
10. Update: Fountain Area Paint Project [not to exceed \$5,150]
11. Consideration of Goals and Objectives Reporting FY2026 [Section 189.0694, Florida Statutes - Special Districts Performance Measures and Standards Reporting]
 - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
12. Consent Agenda Items (5 minutes)
 - A. Acceptance of Unaudited Financial Statements as of June 30, 2025
 - B. Approval of May 7, 2025 Regular Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
 - 2025 Legislative Update
 - Form 1 Submission and Ethics Training
 - Conveyance of Mailbox Structures from HOA to CDD
 - B. District Engineer: *Alvarez Engineers, Inc.*
 - I. Update: MEC Engineering Services Continuing Consulting and Updates
 - MEC Engineering First Amendment to Consulting Services Agreement
 - Historical Groundwater Analytical Results
 - II. Update: Developer Response Regarding Missing Pedestrian Crosswalk Signage
 - C. Field Operations Manager: *UNUS Property Management, LLC*
 - I. BrightView Service Schedule
 - II. Quality Site Assessment
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. Update: Delinquency Billing – 5 Units
 - II. BrightView Landscape Services: Property Update
 - III. NEXT MEETING DATE: September 12, 2025 at 4:00 PM [Adoption of FY2026 Budget]

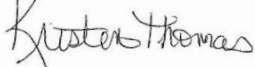
○ QUORUM CHECK

SEAT 1	ODEL TORRES	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JUAN CARLOS TELLEZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JORGE FINOL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	SUI FLAN JIM	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JUAN JAVIER DE MAQUA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

14. Public Comments
15. Supervisors' Requests
16. Adjournment

Please do not hesitate to contact me directly at (561) 517-5111 with any questions.

Sincerely,



Kristen Thomas
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 866 4977

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

3



June 24, 2025

LAKE AND MITIGATION MAINTENANCE AGREEMENT

This Agreement is made between Eco Blue Aquatic Services, Inc. and:

The Landmark at Doral CDD
10220 NW 66TH Street
Doral, FL 33178

Contact: Victor Castro
e-mail: victor@UNUSmgmt.com
Phone: 786-422-1142

The parties hereto agree to the following terms and conditions:

- a) Scope: Customer agrees to pay Eco Blue the following amount(s) during the terms of this Agreement for one (1) lake maintenance and mitigation area services:

Wetlands Area Maintenance

Exotic Vegetation Control
Invasive weed and brush Control
Casual Trash Removal (During Scheduled Visit)
Management Reporting

Lake Maintenance

Algae and aquatic plant control
Border grass and brush control to water's edge
Invasive weed and brush control
Exotic vegetation control
Debris removal
Monthly water testing
Fish and wildlife monitoring
Aerator monthly monitoring
Fountains (2) monitoring
Dye application as need it
Call back service is included at no additional charge.

Treatment will be performed one (1) time a month. **\$500.00 Monthly**

8724 Sunset Drive #94 Miami, FL 33173
Phone: (305) 316-1817



- b) Payment schedule: First month's payment shall be due and payable upon execution of this agreement. The balance shall be payable in advance in equal monthly installments.
- c) Eco Blue agrees to use only products that have presented a wide margin of safety to Florida fish and wildlife.
- d) Terms: This service agreement is valid for one year, from the date of execution of this agreement, and automatically renews unless canceled more than thirty (30) days prior to the expiration date for service. Either party may cancel the agreement with thirty (30) day written notice. Furthermore, by signing this agreement, the customer agrees to pay for all services rendered by Eco Blue through to the cancellation of services. Eco Blue Aquatic Services Inc. also reserves the right, under special circumstances, to counteract inflation by increasing fees with thirty days' written notice to customers.

This agreement constitutes the entire service agreement between Eco Blue and the customer. Only alterations made in writing and accepted by an authorized agent of both Eco Blue and the Customer, shall be deemed valid alterations to the conditions herein.

Eco Blue Aquatic Services, Inc.

Signed: _____

The Landmark at Doral CDD

Signed: _____

Name/ Title: _____

(Printed)

Date: _____

8724 Sunset Drive #94 Miami, FL 33173
Phone: (305) 316-1817

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

4A

**SERVICES AGREEMENT
(Holiday Landscape Lighting)**

THIS SERVICES AGREEMENT (the “Agreement”) is made and entered into this 5th day of July, 2025 (the “Effective Date”), by and between:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, and having offices at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and

SOUTH FLORIDA LIGHTING TEAM, LLC, a Florida limited liability company, d/b/a **MIAMI CHRISTMAS LIGHTS**, whose principal and mailing address is 14374 Commerce Way, Miami Lakes, Florida 33016 (hereinafter “Contractor”).

Recitals

WHEREAS, the District is responsible for certain landscaping improvements and facilities located on District properties and properties over which the District has an easement or license for purposes of landscape and streetscape maintenance and related improvements; and

WHEREAS, the District desires to utilize Contractor under a contractual arrangement to improve the landscaping and streetscaping during the holiday season with holiday lighting and displays and for Contractor to provide such services for those certain lands and areas within the boundaries of the District, in accordance with the scope of work described in the Contractor’s Estimate No. 24-787, attached hereto and incorporated herein as part of Exhibit A (the “Scope of Work” or “Proposal”); and

WHEREAS, Contractor represents that it is qualified to serve as a contractor under this Agreement, represents that it has the requisite expertise and experience to provide the services set forth in the Scope of Work, and has agreed to provide such services to the District upon the terms and conditions set forth herein.

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 stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Duties. The duties, obligations and responsibilities of Contractor are more particularly described herein and in the Scope of Work, attached hereto and incorporated herein as Exhibit A. 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. Included as part of the services to be provided by Contractor, but not limited to, are the following:

- a. Provide all labor and materials necessary to complete the Scope of Work except as specifically stated in the Scope of Work.
- b. Provide District with the labor and materials set forth in the Scope of Work.

- c. Clean, store, and secure materials when not in use.
- d. All lights and materials shall be installed, lit and operating on or before 5:00 PM on October 31st of each year, provided the Agreement is executed and a deposit is paid prior to September 15th. Should all lights and materials not be lit and operating by this October 31st deadline, the District shall be entitled to a credit on the final payment of \$500.00 for each day that goes by without all lighting and materials operating as designed and as provided for in this Agreement. Lighting shall be guaranteed through January 2nd of each year of this Agreement, and operable through January 31st of each year of this Agreement. Service charges will apply for maintenance calls after January 2nd.
- e. Contractor may begin removing the materials for cleaning and storage beginning on January 2nd of each year of this Agreement to be completed by January 31st of each year of this Agreement. If Contractor is unable to remove or retake possession of the materials, District agrees, immediately upon demand, to assemble and deliver all the materials to Contractor in good working order and good condition, excepting only ordinary wear and tear, at the cost of Contractor.
- f. Provide daily service to lights and materials while displayed. For any such services provided by Contractor, Contractor shall provide a report to the District Manager via e-mail, detailing the services performed, within twenty-four (24) hours of performing such services.
- g. Provide the services as described in Exhibit A and such other necessary services as are standard in the industry in order to perform under this Agreement.
- h. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.
- i. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

All personnel provided by Contractor under this Agreement shall perform the work in a professional and competent manner, in full compliance with all applicable federal, state, and local laws, regulations, and ordinances. The District reserves the right to modify the Scope of Services to be provided under this Agreement. If such modification increases the labor or materials required, Contractor shall, prior to performing the additional work, submit a detailed proposal to the District for the additional labor or materials. Upon approval by the District Board of Supervisors, the proposal shall be incorporated as an amendment to this Agreement in accordance with Section 12 of this Agreement.

Section 3. Compensation. District shall pay to the Contractor the annual amounts set forth below, minus deductions for work/services removed from the Scope of Work for a particular year, due on the stated days and upon completion of the Scope of Work on an annual basis:

Contract Year	Annual Amount	Payable to Contractor
2025	\$12,478.63*	50% upon execution of this Agreement, 50% by 01/31/26 ^
2026	\$12,478.63*	50% by 08/30/2026, 50% by 01/31/27 ^
2027	\$12,478.63*	50% by 08/30/2027, 50% by 01/31/28 ^

*unless program otherwise modified or reduced pursuant to Section 2.i or Section 14 hereof.

^ final payment is conditioned on all installations, lighting, equipment, and decorations having been removed from Contractor.

Contractor shall provide the District with an invoice upon completion of the Scope of Work. All invoices are due and payable upon receipt. Charges remaining unpaid forty-five (45) days after receipt of the invoice shall bear interest at the rate of one percent (1%) per month. District, as a local government entity, is exempt from sales tax on this transaction.

Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Scope of Work pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

Section 5. Waiver. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement and related Scope of Work, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement and related work.

Section 6. Indemnification. Contractor agrees to so conduct its activities upon the premises as not to endanger any person lawfully thereon and agrees to indemnify and hold harmless the District, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out or in any way connected to activity or inactivity of Contractor and resulting or occurring from any negligent act, omission or error of Contractor, its agents, members or guests, resulting in or relating to injuries to body, life, limb or property sustained in, about, or upon the permitted premises or improvements thereto, or arising from the use of said premises. The execution of this Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 7 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

Section 7. Insurance.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

- (i) Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability

Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- (ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

- (iii) Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Landmark at Doral Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or

endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

Section 7. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Section 8. District Manager. The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Scope of Work under this Agreement. The District Manager may designate the Field Manager to communicate with the foreman for the Contractor on matters relating to the Scope of Work under this Agreement.

Section 9. Term. The performance of services under this Agreement shall commence upon the execution of this Agreement. The term of this Agreement shall be to cover three (3) holiday seasons through January 31, 2028, unless sooner terminated in accordance with this Agreement. This Agreement is subject to the annual appropriation of funds by the District in accordance with the requirements of Chapter 190, Florida Statutes, and Florida law.

Section 10. Agreement. This instrument, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

Section 11. Electric. District shall provide all necessary and suitable electrical connections and outlets required by Contractor for the installation of decorations as provided in the Scope of Work, at District's expense.

Section 12. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor. Additional work may be added to the Agreement upon the mutual agreement of the parties which additional work shall be in the form of an Amendment to the Agreement.

Section 13. Assignment. This Agreement, or any portion thereof, shall not be assigned in any way by either party without the express written consent of the other party.

Section 14. Termination. District may terminate this Agreement for convenience by providing written notice to Contractor by September 1 of the contract year in which termination is to be effective. In the event of such termination for convenience prior to the expiration of the initial, three-year term of this Agreement, District will reimburse Contractor the amount of the 30% discount given during each of the prior contract years. In addition, without terminating the Agreement, District may, without any penalty or liability, reduce the total program provided under this Agreement for any particular contract year by up to ten (10%) percent of the annual amount for a given contract year, provided that District provide written notice of such intention to Contractor by July 1st of any contract year in which the reduced program will be effective.

Notwithstanding the foregoing, District may terminate this Agreement at any time for cause and without any liability or penalty therefor if Contractor does not perform in accordance with this Agreement after providing the Contractor with notice of the default and providing Contractor 10 days to cure the default, including, but not limited to, failure of the lights to work as provided in this Agreement. Termination shall be effective upon Notice to Contractor pursuant to Section 15 herein. Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

- A. Cease the performance of all services under this Agreement; and
- B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the services under this Agreement as is not terminated; and
- C. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of services terminated by the notice of termination; and
- D. Complete performance of such part of the services as shall not have been terminated by the notice of termination; and
- E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and

- F. Deliver to District releases and satisfactions of liens for all labor, materials and supplies provided prior to the termination date; and
- G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the services to the District or the District's new provider of such services.

The total sum to be paid to the Contractor upon termination shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of any services not terminated. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

Section 15. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

A. If to the District: Landmark at Doral Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

B. If to Contractor: South Florida Lighting Team, LLC
14374 Commerce Way
Miami Lakes, Florida 33016
Attn: Kurt Stange

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. 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 in this Agreement.

Section 16. 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.

Section 17. Enforcement of Agreement. 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 and costs for trial, alternative dispute resolution or appellate proceedings.

Section 18. Controlling Law and 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. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

Section 19. Sovereign Immunity. The parties agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

Section 20. Public Records.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**WRATHELL, HUNT & ASSOCIATES, LLC
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FLORIDA 33431
TELEPHONE: (877)276-0889
EMAIL: WRATHELLC@WHHASSOCIATES.COM**

Section 21. E-Verify. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Section 22. Definitions. Terms used in this Agreement that are defined in the Scope of

Work shall have the meanings indicated therein.

Section 23. 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 24. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All 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, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

Section 25. 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.

Section 26. Conflict. To the extent that there is a conflict with respect to any provisions of this Agreement or Exhibit A, the provisions in the main body of this Agreement shall govern over Exhibit A.

Section 27. 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.

Section 28. Emergency Response. Contractor shall immediately respond and take necessary reasonable action in the event of an impending hurricane or other weather-related event or a declared state of emergency. Immediate response shall mean that Contractor shall provide sufficient staff, equipment, vehicles, and supplies necessary to provide protection to District property and the public from any damages or injury. It is not the intent of this section to require Contractor to remove all lights in the event of an impending hurricane or weather-related event.

Section 29. Acts of God. In the event of any strike or similar action, union picketing, labor disputes, disturbance, Acts of God, or other circumstances over which Contractor has no control and which causes the prevention of or the interference with the provision of Security Services under this Agreement, Contractor in its sole discretion reserves the right to suspend this Agreement until the cessation of such matters. During such period of cessation, District shall be relieved of any payment obligations to Contractor. This also includes but is not limited to hurricane warnings, mandatory evacuations, advisory evacuations or acts of terrorism. Nothing herein shall prohibit District from exercising its right to terminate the Agreement for convenience.

Section 30. Responsibility for Losses. Contractor shall not be responsible for any losses to District as a result of burglary, theft, fire or any other causes, except in the case of negligence or the part of Contractor or its employees. The District shall notify the Contractor orally within three (3) business days of discovering any loss or potential claim against the Contractor's insurance carriers, whichever occurs later. A written notice must also be provided to the Contractor within ten (10) days of the loss occurring or being discovered.

Section 31. Responsible Vendor Determination. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests

when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

Section 32. Scrutinized Company Certification. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
 2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
 3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

Section 33. Convicted Vendor List. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Section 34. Damage to District Property. The Contractor will be held responsible for the effects of the Services provided on the premises of the Recreation Facilities and will be required to make good at its own cost, or reimburse the District for, any damage or injury to the District's property, including, but not limited to, damage to or destruction of walls, flooring, or sodded areas owned or maintained by the District, resulting from Contractor's performance of the Services or otherwise resulting from Contractor's acts or omissions or the acts or omissions of its employees or agents, or otherwise arising from the Classes conducted pursuant to this Agreement.

Section 35. Anti-Human Trafficking Affidavit. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**LANDMARK AT DORAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Chair, Board of Supervisors

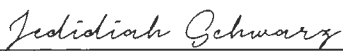
_____ day of _____, 2025

Witnesses:

**SOUTH FLORIDA LIGHTING TEAM, LLC, a
limited liability company, d/b/a MIAMI
CHRISTMAS LIGHTS**



Name: Parker Newell



Name: Kurt Stange

By: Kurt Stange

Name: Kurt Stange

Title: President

(CORPORATE SEAL)

3rd day of July, 2025



EXHIBIT A
SCOPE OF WORK



Miami Christmas Lights
14374 Commerce Way
Miami Lakes, FL 33016

Customer Information

Unus Property Management LLC
Victor Castro

, FL
Ph:
Em: victor@unusmgmt.com

Estimate

305.908.8000
info@miamichristmaslights.com
www.miamichristmaslights.com

Proposal Information

Estimate#: 24 -787
Estimate Subject: 2025 - Landmark CDD - Lighting Project (Medians)
Proposal Date:
Lights on Date: Oct 31, 2025
Term: 3 years after execution

	Product Details	Price	Units	Total
1	Area Description: NW 66th St from NW 107th Ave to NW 102nd Ave 25°50'00.2"N 80°22'03.7"W	\$ 0.00	1	\$ 0.00
2	Install warm white Laborless lights on a 20' Full Palm Tree	\$ 494.80	5	\$ 2,474.00
3	Install warm white Laborless lights on a 15' Full Palm Tree	\$ 374.75	23	\$ 8,619.25
4	Install warm white Laborless lights on a 10' Full Palm Tree	\$ 259.94	10	\$ 2,599.40
5	Install optical timers on outlets with timer settings of dawn to dusk	\$ 28.75	6	\$ 172.50

Sub Total \$ 13,865.15

Discount Terms \$ 1,386.52

Adjustments \$ 0.00

Grand Total \$ 12,478.63

Pay Deposit Now Online \$ 6,239.32

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes:

Power: We have one 120VAC-24/7 outlet at each median island. MCL will install one Photo-cell timer at each median and will supply the extension cords.
Outlet Location:
Circuit Breaker Location:
Timer Hours:

Insurance

Miami Christmas Lights carries \$3,000,000/\$4,000,000 commercial liability and \$1,000,000 workers compensation insurance. [To be added as an additionally insured please click here.](#)

Terms and Conditions

By signing here, I agree and understand that this Estimate, combined with the Miami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.pdf of which I have read and understand are incorporated by reference herein, becomes a legally binding contract. Miami Christmas Lights will not begin any work until deposit is received

Name: _____ Signature: _____ Effective
Date: _____

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with _____ Community Development District (the “Governmental Entity”).

The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:


- 1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
- 2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, It will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
- 3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
- 4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: South Florida Lighting Team LLC, DBA Miami Christmas Lights

NAME: Kurt Stange

TITLE: President

SIGNATURE: 

DATE: July 3, 2025

STATE OF FLORIDA
COUNTY OF Miami-Dade

SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of July, 2025, by Kurt Stange in his/her capacity as President for Miami Christmas Lights (name of Nongovernmental Entity).



NOTARY PUBLIC

X Personally Known OR
 Produced Identification

Type of Identification Produced

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

4BI



Miami Christmas Lights
14374 Commerce Way
Miami Lakes, FL 33016

Estimate

305.908.8000
info@miamichristmaslights.com
www.miamichristmaslights.com

Customer Information

Landmark at Doral (Castle Group)
Judy Calderon-Robles

, FL
Ph:
Em: jcalderon@castlegroup.com

Proposal Information

Estimate#: 24 -742
Estimate Subject: Landmark Doral Monuments (NW 66th & 107th)
Proposal Date: May 28, 2025
Lights on Date: Nov 30, 2025
Term: 3 years after execution

	Product Details	Price	Units	Total
1	Area Description: Monuments (2) 25.833543001534363, -80.3699111537481 25.833250478176215, -80.36990124513531	\$ 0.00	1	\$ 0.00
2	Install gorgeous 5' and 7' 2D double candy cane - two per monument	\$ 2,398.22	4	\$ 9,592.88
3	Install warm white LED C7 lights with white wire covering entire monument structure (2)	\$ 200.00	8	\$ 1,600.00

Sub Total \$ 11,192.88

Discount Terms \$ 0.00

Adjustments \$ 0.00

Grand Total \$ 11,192.88

Pay Deposit Now Online \$ 5,596.44

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes:

Power:TBD
Outlet Location:
Circuit Breaker Location:
Timer Hours:

Insurance
Miami Christmas Lights carries \$3,000,000/\$4,000,000 commercial liability and \$1,000,000 workers compensation insurance.[To be added as an additionally insured please click here.](#)

Terms and Conditions

By signing here, I agree and understands that this Estimate, combined with the Miami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.pdf of which I have read and understand are incorporated by reference herein, becomes a legally binding contract. Miami Christmas Lights will not begin any work until deposit is received

Name: _____ Signature: _____ Effective
Date: _____

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

4BII



Miami Christmas Lights
14374 Commerce Way
Miami Lakes, FL 33016

Customer Information

Unus Property Management LLC
Victor Castro

, FL
Ph:
Em: victor@unusgmt.com

Proposal Information

Estimate#: 24 -710
Estimate Subject: 2025 - Landmark CDD - Lighting Project (Medians)
Proposal Date:
Lights on Date: Oct 31, 2025
Term: 3 years after execution

Estimate

305.908.8000

info@miamichristmaslights.com
www.miamichristmaslights.com

	Product Details	Price	Units	Total
1	Area Description: NW 66th St from NW 107th Ave to NW 102nd Ave 25°50'00.2"N 80°22'03.7"W	\$ 0.00	1	\$ 0.00
2	Install warm white Laborless lights on a 20' Full Palm Tree	\$ 494.80	5	\$ 2,474.00
3	Wrap top 36" on palm with GREEN LED 5MM	\$ 90.00	5	\$ 450.00
4	Install warm white Laborless lights on a 15' Full Palm Tree	\$ 374.75	23	\$ 8,619.25
5	Wrap top 36" on palm with GREEN LED 5MM	\$ 90.00	23	\$ 2,070.00
6	Install warm white Laborless lights on a 10' Full Palm Tree	\$ 259.94	10	\$ 2,599.40
7	Wrap top 36" on palm with GREEN LED 5MM	\$ 90.00	10	\$ 900.00
8	Install optical timers on outlets with timer settings of dawn to dusk	\$ 28.75	6	\$ 172.50
9	Annual Fee - 30%	\$ 4,159.54	1	\$ 4,159.54

Sub Total	\$ 21,444.69
Discount Terms	\$ 2,144.47
Adjustments	\$ 0.00
Grand Total	\$ 19,300.22

Pay Deposit Now Online **\$ 9,650.11**

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes: A 30% surcharge has been applied to the Year One pricing due to the Client's selection of a one-year agreement. This surcharge offsets the cost of deploying new materials and infrastructure without a multi-year commitment.

If the Client elects to renew the agreement in Year Two with a minimum two-year term, the 30% surcharge will be removed from all future pricing. However, if the Client opts for another one-year renewal, the 30% surcharge will remain in effect.

Power: We have one 120VAC-24/7 outlet at each median island. MCL will install one Photo-cell timer at each median and will supply the extension cords.
Outlet Location:
Circuit Breaker Location:
Timer Hours:

Insurance
Miami Christmas Lights carries \$3,000,000/\$4,000,000 commercial liability and \$1,000,000 workers compensation insurance. [To be added as an additionally insured please click here.](#)

Terms and Conditions

By signing here, I agree and understand that this Estimate, combined with the Miami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.pdf of which I have read and understand are incorporated by reference herein, becomes a legally binding contract. Miami Christmas Lights will not begin any work until deposit is received

Name: _____ Signature: _____ Effective
Date: _____

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

4ci



YS LIGHTING SERVICES

YSLIGHTINGSERVICES.COM
786-344-6900

P.O. BOX 833263
MIAMI, FLORIDA 33283

FOLLOW US ON
Instagram

BILLED TO:

YS LIGHTING SERVICES scenery.decor_holidaylighting@yahoo.com

PROPOSAL

#202502-105

Landmark Doral Community Development District

info@yslightingservices.com

UNUS Property Management

07.04.2025

ADDRESS: **Monuments main entrance (66th St and 107th Ave NW)**

concept	Description	activity	valid for
PROPOSAL	Lighting of the two monuments on 66th Street and 107th Avenue (Landmark Doral)	Decoration (installation) Maintenance uninstallation	60 days
\$3'275.80	1-including.		

- **Installation/maintenance (Christmas season).**

- **Decoration (monuments 1-2) in pure white. (where the fountain and the emblematic sign are located)**
- **C9 on the upper surface or perimeter of the structure, highlighting its structure.**
- **A 4.5-foot-high star decoration at the end corner (90° angle) of the structure (illuminated on its perimeter, lined and illuminated inside).**
- **Two similarly colored snowflakes, approximately 2 feet long, are attached to the ends of the structure.**
- **Mini LED lighting in a dotted pattern, imitating frost or falling snow.**

-- decoración (monumentos 1-2) color blanco puro. (donde se encuentra la fuente y el letrero emblemático) //superficie superior o contorno con C9 en su perímetro destacando su estructura. //esquina final (ángulo 90°) de la estructura una decoración con estrella de 4.5 pies de altura (iluminada en sus contornos forrada e iluminada en su interior).//en los extremos de la estructura dos copos de nieves de similar color de 2' aproximadamente //iluminación con mini led en forma salpicada imitando escarcha o caída de nieve.

TERMS AND CONDITIONS.

--- **Frequent visits to review the installation and perform repairs as soon as possible to resolve any issues and maximize lighting duration. - Connection to the community grid or each center island to be decorated. Malfunctioning GFI connectors due to moisture or low kW are not directly our responsibility (not due to poor service). (Frequent calls or visits due to these prior deficiencies incur an additional charge of between \$55.00 and \$95.00).**

--- **We are available to correct or add this service (we can help with our expertise).**

Not included. Repairs/replacements for damage caused by third parties, theft, accidents, poor tree or garden cleaning, and other matters not related to our facility (minimum \$100.00 to \$999.00).

- Visitas frecuentes para revisar la instalación y las reparaciones lo antes posible para resolver los problemas y maximizar el tiempo de iluminación. - Conexión a la red de la comunidad o de cada isla central a decorar. El mal funcionamiento de los conectores (GFI) debido a la humedad o un bajo nivel de kW no es directamente nuestra responsabilidad (no se debe a un mal servicio). (Las llamadas o visitas frecuentes debido a estas deficiencias previas conllevan un cargo adicional de entre \$55.00 y \$95.00). /--- ESTAMOS DISPONIBLES PARA CORREGIR O AÑADIR ESTE SERVICIO (podemos ayudarlo con nuestra experiencia). /No incluido. Reparaciones/reemplazos por daños a terceros, robos, accidentes, limpieza deficiente de palmeras o jardines, y otros asuntos no relacionados con nuestra instalación (mínimo de \$100.00 hasta \$999.00) por terceros/ por accidentes/por catástrofes naturales (tormentas huracanes) / por robo/ vandalismo/o pérdida no asumimos responsabilidad ni en productos ni en la instalación.

NOTE.

Our company is committed to renting selected materials if the contract is authorized and signed well in a dvance of each season. We can customize decorations with advance reservation and payment. A schedule is established within the assigned season period, and all products are reserved for rental upon full payment or a 50% deposit. (Christmas period for 2025: switch-on date set for November 27, 2025, switch-on end date for January 6, 2026, and pickup of rented materials end on January 15, 2026.

Nuestra empresa se compromete a alquilar los materiales seleccionados si el contrato se autoriza y se firma con suficiente tiempo de antelación para cada temporada. Podemos personalizar las decoraciones con reserva y pago por adelantado. Se establece un calendario dentro del periodo asignado a la temporada, y todos los productos se reservan para alquiler tras el pago total o un anticipo del 50% (periodo navideño para 2025 fecha establecida de encendido 27 del 2025 noviembre, fecha de final de encendido 6 de enero del 2026 y final de recogida de materiales alquilados 15 de enero del 2026.

Best regards,/Patricia Castro/UNUS Property Management

Terms and conditions:-

Services are managed and processed by our company. / Deposits are non-refundable. / Final quote must be signed as approved by a board member or management, in addition to the initial 50%, (or full payment). "YS Lighting Services"./I declare that the above is an agreement on terms and conditions, by stating that this quote is deemed an approved contract and authorized for execution. / both parties involved are responsible for their respective shares./ Total invoices (final 50%) are due within 30 days of your installation./ Beginning 30 days after completion of service or termination date (3% SURCHARGE ON THE AMOUNT DUE AND 5% FOR EACH CONSECUTIVE 30 DAY PERIOD FROM THE FIRST LATE PAYMENT)./ (After you accept the services and they are completed, your responsibility is not negotiable)./ The board of directors staff or responsible person must read this proposal before services are performed; (Terms are priceless)./ YS Lighting Services as the executing company and Landmark Doral Community Development District (CDD)/ UNUS Property Management / as the client or place of execution of this estimate.

**signature
to validate**

signed by----- and by -----

the day

month	day	Year	
07	04	2025	\$3'275.80

FOLLOW US ON
Instagram

Yoel Suarez, C.E.O.

THANK YOU

FOR CHOOSING YS MAINTENANCE SERVICES
FOR ALL YOUR PROPERTY CARE NEEDS.

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

4CII



YS LIGHTING SERVICES

YSLIGHTINGSERVICES.COM
786-344-6900

P.O. BOX 833263
MIAMI, FLORIDA 33283

FOLLOW US ON
Instagram

BILLED TO:

YS LIGHTING SERVICES scenery.decor_holidaylighting@yahoo.com

PROPOSAL

#202502-1101A

Landmark Doral Community Development District

info@yslightingservices.com

UNUS Property Management

7.04.2025

ADDRESS: 66th Street between 102nd and 107th Avenues.

concept	Description	activity	valid for
PROPOSAL	Illumination of the trunks and spotlights of the palm trees on the central island of 66th street, Doral	Decoration (installation) Maintenance uninstallation	60 days
\$26'655.00	1-including.		

- Installation/maintenance (Christmas season)

--- Frequent visits to review the installation and perform repairs as soon as possible to resolve any issues and maximize lighting duration. - Connection to the community grid or each center island to be decorated. Malfunctioning GFI connectors due to moisture or low kW are not directly our responsibility (not due to poor service). (Frequent calls or visits due to these prior deficiencies incur an additional charge of between \$55.00 and \$95.00).

--- We are available to correct or add this service (we can help with our expertise).

Not included. Repairs/replacements for damage caused by third parties, theft, accidents, poor tree or garden cleaning, and other matters not related to our facility (minimum \$100.00 to \$999.00).

- Visitas frecuentes para revisar la instalación y las reparaciones lo antes posible para resolver los problemas y maximizar el tiempo de iluminación. - Conexión a la red de la comunidad o de cada isla central a decorar. El mal funcionamiento de los conectores (GFI) debido a la humedad o un bajo nivel de kW no es directamente nuestra responsabilidad (no se debe a un mal servicio). (Las llamadas o visitas frecuentes debido a estas deficiencias previas conllevan un cargo adicional de entre \$55.00 y \$95.00). /--- ESTAMOS DISPONIBLES PARA CORREGIR O AÑADIR ESTE SERVICIO (podemos ayudarlo con nuestra experiencia). /No incluido. Reparaciones/reemplazos por daños a terceros, robos, accidentes, limpieza deficiente de palmeras o jardines, y otros asuntos no relacionados con nuestra instalación (mínimo de \$100.00 hasta \$999.00) por terceros/ por accidentes/por catástrofes naturales (tormentas huracanes) / por robo/ vandalismo/o perdida no asumimos responsabilidad ni en productos ni en la instalación.

NOTE.

Our company is committed to renting selected materials if the contract is authorized and signed well in advance of each season. We can customize decorations with advance reservation and payment. A schedule is established within the assigned season period, and all products are reserved for rental upon full payment or a 50% deposit. (Christmas period for 2025: switch-on date set for November 27, 2025, switch-on end date for January 6, 2026, and pickup of rented materials end on January 15, 2026.

Nuestra empresa se compromete a alquilar los materiales seleccionados si el contrato se autoriza y se firma con suficiente tiempo de antelación para cada temporada. Podemos personalizar las decoraciones con reserva y pago por adelantado. Se establece un calendario dentro del periodo asignado a la temporada, y todos los productos se reservan para alquiler tras el pago total o un anticipo del 50% (periodo navideño para 2025 fecha establecida de encendido 27 del 2025 noviembre, fecha de final de encendido 6 de enero del 2026 y final de recogida de materiales alquilados 15 de enero del 2026.

A SIMILAR DECORATION (in VALUE AND PIECES) for next year would again levy an additional 5% decoration supplement (\$1300.00/\$1500.00)

A SIMILAR DECORATION (in VALUE AND PIECES) for next year would again levy an additional 5% decoration supplement (\$1300.00/\$1500.00)

Best regards, /Patricia Castro/UNUS Property Management

Terms and conditions:-

Services are managed and processed by our company. / Deposits are non-refundable. / Final quote must be signed as approved by a board member or management, in addition to the initial 50%, (or full payment). "YS Lighting Services"/I declare that the above is an agreement on terms and conditions, by stating that this quote is deemed an approved contract and authorized for execution. / both parties involved are responsible for their respective shares./ Total invoices (final 50%) are due within 30 days of your installation./ Beginning 30 days after completion of service or termination date (3% SURCHARGE ON THE AMOUNT DUE AND 5% FOR EACH CONSECUTIVE 30 DAY PERIOD FROM THE FIRST LATE PAYMENT)./ (After you accept the services and they are completed, your responsibility is not negotiable)./ The board of directors staff or responsible person must read this proposal before services are performed; (Terms are priceless)./ YS Lighting Services as the executing company and Landmark Doral Community Development District (CDD)/ UNUS Property Management / as the client or place of execution of this estimate.

signature

to validate

signed by----- and by -----

the day

month day Year

07 04 2025

\$26'655.00

FOLLOW US ON
Instagram

Yoel Suarez, C.E.O.

THANK YOU

FOR CHOOSING YS MAINTENANCE SERVICES
FOR ALL YOUR PROPERTY CARE NEEDS.

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

5A

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of October 2024 (the “Effective Date”), by and between:

Landmark at Doral Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami–Dade County, Florida, and having offices at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and **BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation**, whose business address is 980 Jolly Road, Suite 300, Blue Bell, Pennsylvania 19422, and whose local address is 4155 E. Mowry Drive, Homestead, Florida 33033 (“Contractor,” and collectively with the District, “Parties”).

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, for certain lands within the District, certain landscape and irrigation maintenance services; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the 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 the Contractor have agreed upon:

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas attached hereto as **EXHIBIT D** (The “Work”). The Contractor agrees that the Landscape Maintenance Areas are the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor shall perform the Work consistent with the presently established, high-quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. The contractor shall solely be responsible for the means, manners, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, the Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform

all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. 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 industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

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

The contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

The contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on the property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Daniel Rom, and Kristen Thomas to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then, within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to

submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

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

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of October 1, 2024 and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- A. Work under this Agreement shall begin October 1, 2024, and end September 30, 2025 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals of the same terms set forth herein, in the District's sole discretion.
- B. As compensation for the Work, the District agrees to pay Contractor **TWO HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED FIFTY-THREE AND 56/100 DOLLARS (\$294,653.56)** per year, in monthly amounts of twenty-four thousand five hundred fifty-four and 46/100 dollars (\$24,554.46). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- C. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). 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 change order. 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 proposal pricing (attached as part of **EXHIBIT**

- B).** 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 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 emailed 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 al. of the 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. The contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due to the Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- A. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
- i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not

- less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
- iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- B. Each insurance policy required by this Contract shall:
- i. Apply separately to each insured against whom a claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- C. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor commence or continue work.
- D. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- E. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- F. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- G. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- H. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- I. 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 and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from

all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

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

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement, or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. The contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

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

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with 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.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by the Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms (“Requisitions”) for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor’s possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** 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.

16. **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 for breach of this Agreement, 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.

17. **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; 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.

18. **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.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause 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 4 of this Agreement are taken, the District may terminate this Agreement immediately with 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, and as Contractor's sole remedy, 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.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

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

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the 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. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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.

24. **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.

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the 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, mediation, or appellate proceedings.

27. **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.

28. **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.

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Landmark at Doral Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Landmark At Doral District Counsel
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

B. If to Contractor: Brightview Landscape Services Inc.
4155 East Mowry Drive
Homestead, Florida 33033
Attn: Charles Gonzalez

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.

30. **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.

31. **CONTROLLING LAW AND 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. Venue for any legal actions regarding this Agreement shall be Miami Dade County, Florida.

32. **PUBLIC RECORDS.** The 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 Wrathell, Hunt & Associates, 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 the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877)276-0889, OR BY EMAIL AT

**WRATHELLC@WHHASSOCIATES.COM, OR BY
REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W,
BOCA RATON, FLORIDA 33431.**

33. **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.

34. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the 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.

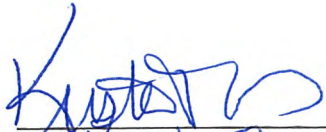
35. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

36. **ANTI-HUMAN TRAFFICKING AFFIDAVIT.** Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.


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IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

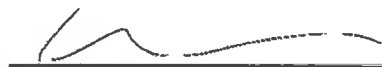
ATTEST:


By: Krista Thomas
☐ Secretary
☒ Assistant Secretary

LANDMARK AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT


By: O del Torres
☒ Chairperson
☒ Vice Chairperson
for per v. son
Date: _____

ATTEST:


By: Shannon Alvarez
Its: Senior Account Manager

BRIGHTVIEW LANDSCAPE
SERVICES, INC.

Darren McDonough
By: Darren McDonough
Its: Senior Vice President
Date: 9/23/24

Exhibit A: Scope of Services
Exhibit B: Proposal Pricing (Part IV of Proposal Form)
Exhibit C: Other Forms
Exhibit D: Maintenance Map

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 1/4) inches & Zoysia at a height of one (1) to one and one half (1 1/2) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at anyone mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counterclockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. The contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours of the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted, when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4 1/2) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away

from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

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

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after the threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. The contractor shall sterilize all pruning equipment

prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. The contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. The condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

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

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

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblane expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

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

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

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Miami-Dade County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

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

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

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

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

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

All Bermuda Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
April	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
May	A complete fertilizer based on soil tests.
June	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to the owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY**

HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER. Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUND COVER FERTILIZATION:

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

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

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

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

PALM FERTILIZATION:

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

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

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

PART 3

PEST CONTROL

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

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

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

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

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

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

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 83 zones, 2 controllers, 2 pump stations & 1 well).

These inspections shall include:

A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

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

C. Irrigation Systems

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

D. Report

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

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

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

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

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner. Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

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

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

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

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace annuals per planting in designated areas and maintain annuals to ensure a healthy appearance up to 4 times per year. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to any changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of chocolate brown mulch, 1 inch thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

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

[END OF SECTION]

EXHIBIT "B"

PROPOSAL PRICING (PART IV OF PROPOSAL FORM)

**PROPOSAL FORM
PART IV PRICING**

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

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work listed in Parts 1, 2 and 3 below in accordance with said specifications and frequencies, for the sums that follow:

PART 1

Service Areas 1, 2, 3 and 4 as listed in the Tables below (All labor and materials)

Year 1

LANDSCAPE AND IRRIGATION SCOPE OF WORK AND SCHEDULE OF SERVICES FOR PRICING (REFER TO EXHIBIT "D" OF THE LANDSCAPE & IRRIGATION SERVICES AGREEMENT FOR THE LOCATION OF THE LOCATION OF THE MAINTENANCE SERVICE AREAS.)

Service Description	Proposed Number and Type of Personnel	Number of Services												Total Serv.	Yearly Price (\$)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Service 1: Turf Mowing, Hedges, Shrubs, Ground Covers, Trees, Palms Onsite Gardeners (Monday through Friday)						5	5	5	5	5				25	39,750
Onsite Gardeners (Monday through Friday)		4	4	5	4						4	4	4	29	34,090
Rotary Mowing, Edging, String Trimming		2	2	2	2	3	4	4	4	3	2	2	2	32	54,880
Porter Service 1/2 day pickup (Monday through Friday)		4	4	5	4	5	5	4	5	4	4	4	4	52	12,420
Selective Shear and Prune Shrubs		1	1	1	1	1	1	1	1	1	1	1	1	12	Included
Manual and Chemical Bed and Paver Weed Control		1	1	1	1	1	1	1	1	1	1	1	1	12	Included
Prune Small Palms (up to 12') and Ornamental Trees		1	1	1	1	1	1	1	1	1	1	1	1	12	Included
Manage Property & Communications		4	4	5	4	5	5	4	5	4	4	4	4	52	Included
Manager to Provide		1	1	1	1	1	1	1	1	1	1	1	1	12	Included

LANDSCAPE AND IRRIGATION SCOPE OF WORK AND SCHEDULE OF SERVICES FOR PRICING (REFER TO EXHIBIT "D" OF THE LANDSCAPE & IRRIGATION SERVICES AGREEMENT FOR THE LOCATION OF THE MAINTENANCE SERVICE AREAS.)

Service Description	Proposed Number and Type of Personnel	Number of Services												Total Serv.	Yearly Price (\$)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Proactive Proposals															
Monthly Inspection Report (Quarterly Assessment)		1	1	1	1	1	1	1	1	1	1	1	1	12	3,600
Vertical Trimming of Vegetation 2' Behind Guardrail on 62 St	*up to 8' ft clearance	1			1			1			1			4	8,604
Trimming 2' Behind Back of Sidewalk 102 Av, 104 Path at Conservation Area.	*up to 8' ft clearance	1			1			1			1			4	16,704
Total Yearly Price for Service 1															\$170,048
Service 2:															
Irrigation and Water Management		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Irrigation Inspection Check and Adjust		1	1	1	1	1	1	1	1	1	1	1	1	12	17,820
Zone by Zone Irrigation Report of Findings and Observations		1	1	1	1	1	1	1	1	1	1	1	1	12	Included
Irrigation Rust System (Refilling Chemical Tanks)		1	1	1	1	1	1	1	1	1	1	1	1	12	7,200
Total Yearly Price for Service 2															25,020
Service 3:															
Agronomic Program		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Seasonal Turf Fertilization		1			1					1		1		4	2,016
Turf Insect Control - Arena @ .4 lb/Acre				1				1						2	Included
Turf Insect Control - Talstar @ .2 lb/Acre							1			1				2	Included
Turf Weed Control -				1										1	Included

LANDSCAPE AND IRRIGATION SCOPE OF WORK AND SCHEDULE OF SERVICES FOR PRICING (REFER TO EXHIBIT "D" OF THE LANDSCAPE & IRRIGATION SERVICES AGREEMENT FOR THE LOCATION OF THE MAINTENANCE SERVICE AREAS.)

Service Description	Proposed Number and Type of Personnel	Number of Services												Total Serv.	Yearly Price (\$)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Barricade (pre emergent)															
Turf Weed Control - Multiple Emergents			1		1						1	1		4	Included
Palm/Tree and Shrub Fertilization		1			1					1		1		4	3,024
IPM Program for Palms and Ornamentals		1		1		1		1		1		1		6	2,000
Soil Analysis Reports														0	0
Total Yearly Price for Service 3															\$7,040
Service 4:															
Annual Flowers, Mulching, Tree Care															
Common Area Much Refresh		1			1			1			1			4	2,120
Mulch - Full Site Mulch Installation at 1"				1										1	17,000
Mulch - Parks and Medians Installation at 1"							1					1		2	9,540
Harwood Pruning Over 10'	Lift & Light Clearance					1								1	19,500
270-4" Potted Annuals at End of Median at 66 St & 104 Path		1			1			1			1			4	3,227.60
300-4" Potted Annuals at End of Median at 66 St & Main Entrance		1			1			1			1			4	3,585.96
100-4" Potted Annuals at End of Median at 66 St & 102 Ave		1			1			1			1			4	1,195.32
200-4" Potted Annuals at North and South Circle of 104 Path Median		1			1			1			1			4	2,390.72
300-4" Potted Annuals at 3 Corners of Triangle S of Median 104 Path		1			1			1			1			4	3,585.96

LANDSCAPE AND IRRIGATION SCOPE OF WORK AND SCHEDULE OF SERVICES FOR PRICING (REFER TO EXHIBIT "D" OF THE LANDSCAPE & IRRIGATION SERVICES AGREEMENT FOR THE LOCATION OF THE MAINTENANCE SERVICE AREAS.)

Service Description	Proposed Number and Type of Personnel	Number of Services												Total Serv.	Yearly Price (\$)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Total Yearly Price for Service 4															\$62,145.56
Leaf Clean-up and removal		2	2	2	2	3	4	4	4	3	2	2	2	32	\$30,400

PART 2

**LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ <u>42.00</u>	Hour
B.	Bush-Hog w/operator	\$ <u>110.00</u>	Hour
C.	Tractor w/operator	\$ <u>110.00</u>	Hour
D.	Supervisor with Transportation	\$ <u>95.00</u>	Hour
E.	Laborer with hand equipment	\$ <u>42.00</u>	Hour
F.	Truck w/driver	\$ <u>195.00</u>	Hour
G.	Irrigation Tech	\$ <u>75.00</u>	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	\$ <u>75.00</u>	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	\$ <u>95.00</u>	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	\$ <u>75.00</u>	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	\$ <u>95.00</u>	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	\$ <u>75.00</u>	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$ <u>95.00</u>	Hour

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

Dated this August day of 21 , 2024.

Proposer: Brightview Landscape Services Inc.

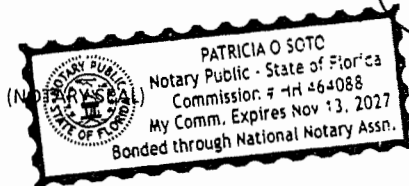
By: [Signature]

Title: VPGM

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of August, 2024, by Charles Gonzalez as VPGM of Brightview Landscape Services Inc., who appeared before me this day in person, and who is either personally known to me, or produced as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: [Signature]
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

- | | | | |
|----|---|------------|---------|
| N. | Laborer for Additional Trash Pick-Up | \$42.00 | Hour |
| O. | Lump Sum Mowing ⁽¹⁾ , entire community | \$1,715.00 | Per Mow |

PART 3

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

- | | | | |
|----|--|----------|----------|
| A. | Debris removal personnel unit costs: | | |
| | <u>General Landscape Labor</u> | \$65.00 | per Hour |
| | <u>Chainsaw Operator</u> | \$135.00 | per Hour |
| | <u>Driver Operator</u> | \$75.00 | per Hour |
| B. | Debris removal equipment unit costs: | | |
| | <u>Backhoe</u> | \$150.00 | per Hour |
| | <u>Delivery/Pick up</u> | \$500.00 | per Hour |
| | <u>Flatbed Truck</u> | \$75.00 | per Hour |
| C. | Other emergency/disaster related unit costs: | | |
| | <u>Water Truck</u> | \$175.00 | per Hour |
| | <u>Tree Trimming Per day 3 man crew</u> | \$3,600 | per DAY |
| | <u>Stump Grinder with Operator</u> | \$260.00 | per Hour |

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

EXHIBIT "C"

OTHER FORMS

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

***The board will require a monthly report (known as a QSA) to be sent to the district office by the 2nd of each month relating to the month prior related to all areas serviced.**

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

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

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

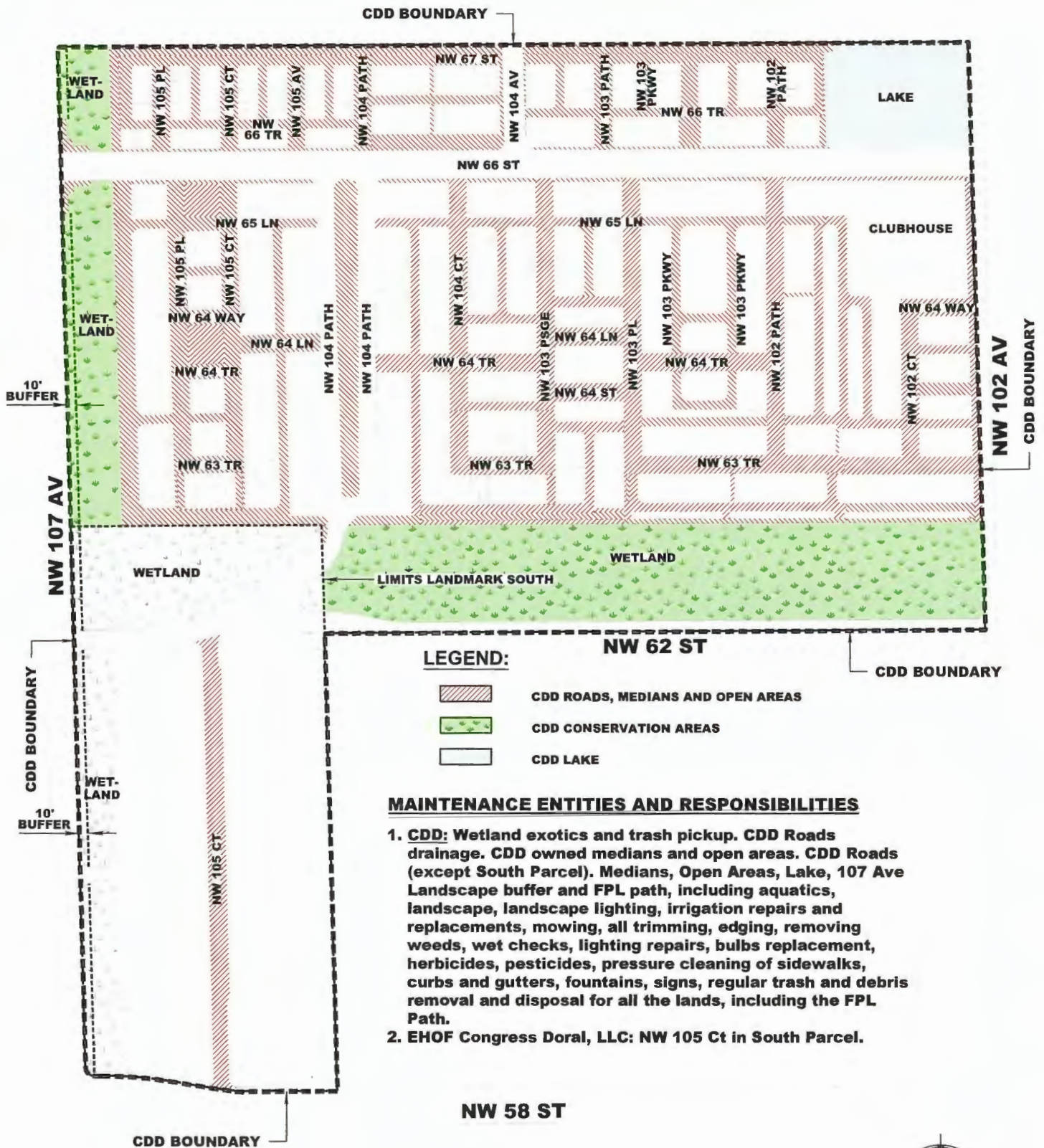
PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

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

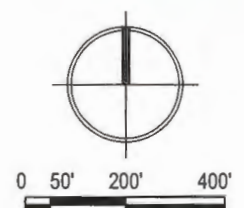


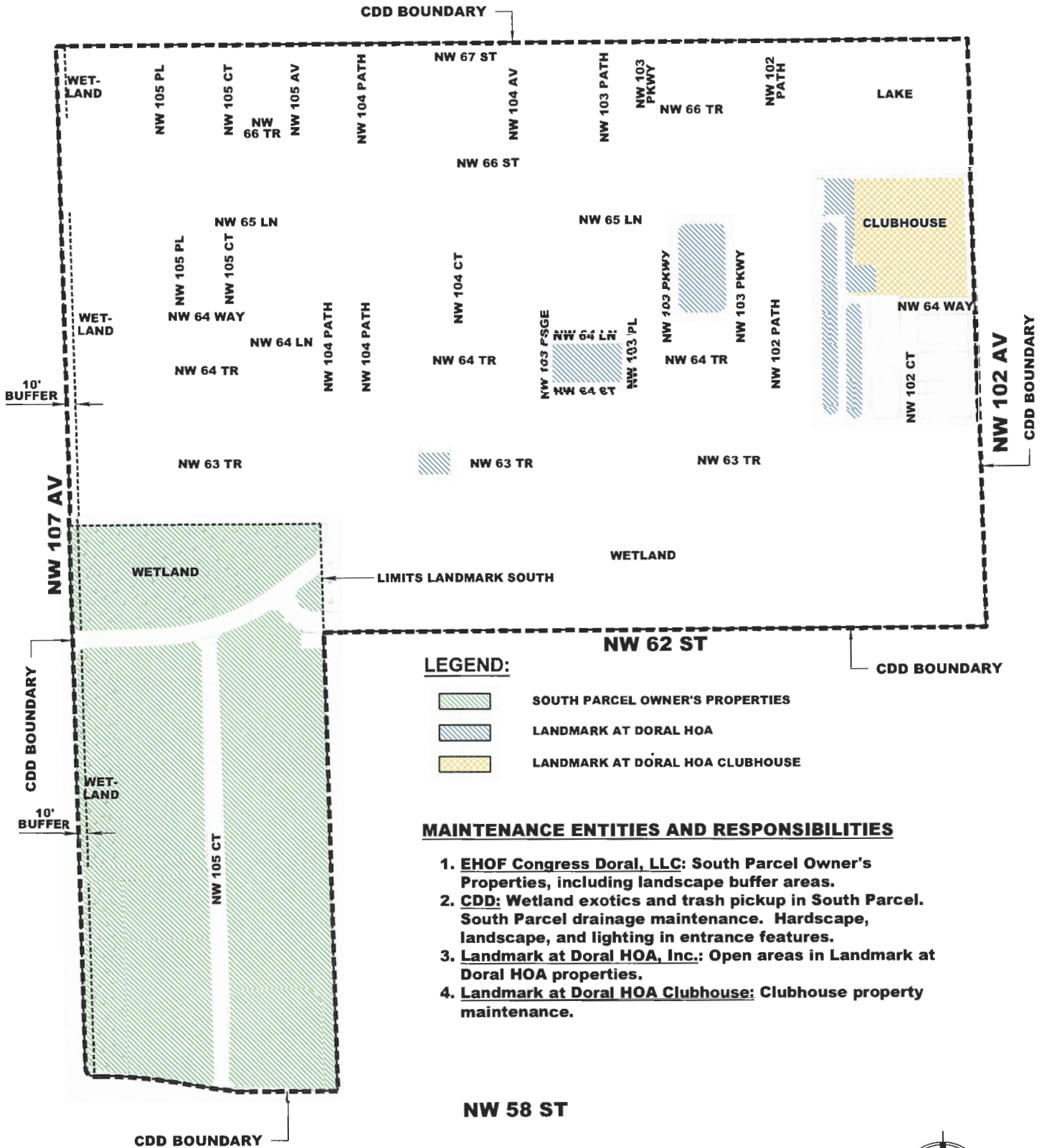
ALVAREZ ENGINEERS, INC.

LANDMARK AT DORAL CDD

LANDMARK AT DORAL - CDD PROPERTIES

EXHIBIT 1



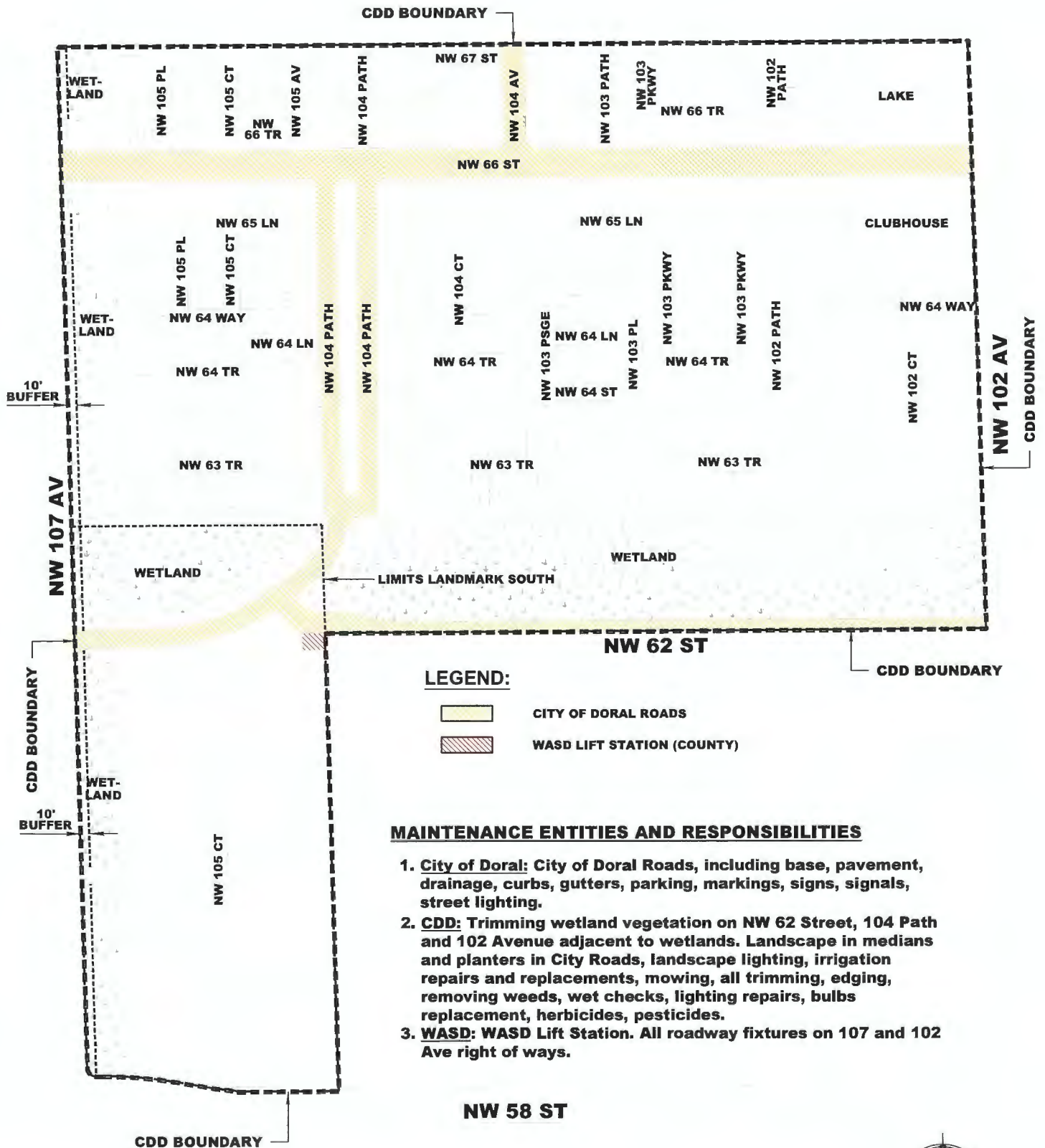


ALVAREZ ENGINEERS, INC.

LANDMARK AT DORAL CDD

LANDMARK AT DORAL - HOA AND SOUTH PARCEL OWNERS PROPERTIES

EXHIBIT 2

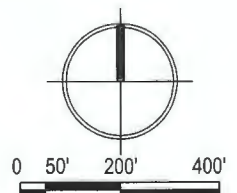


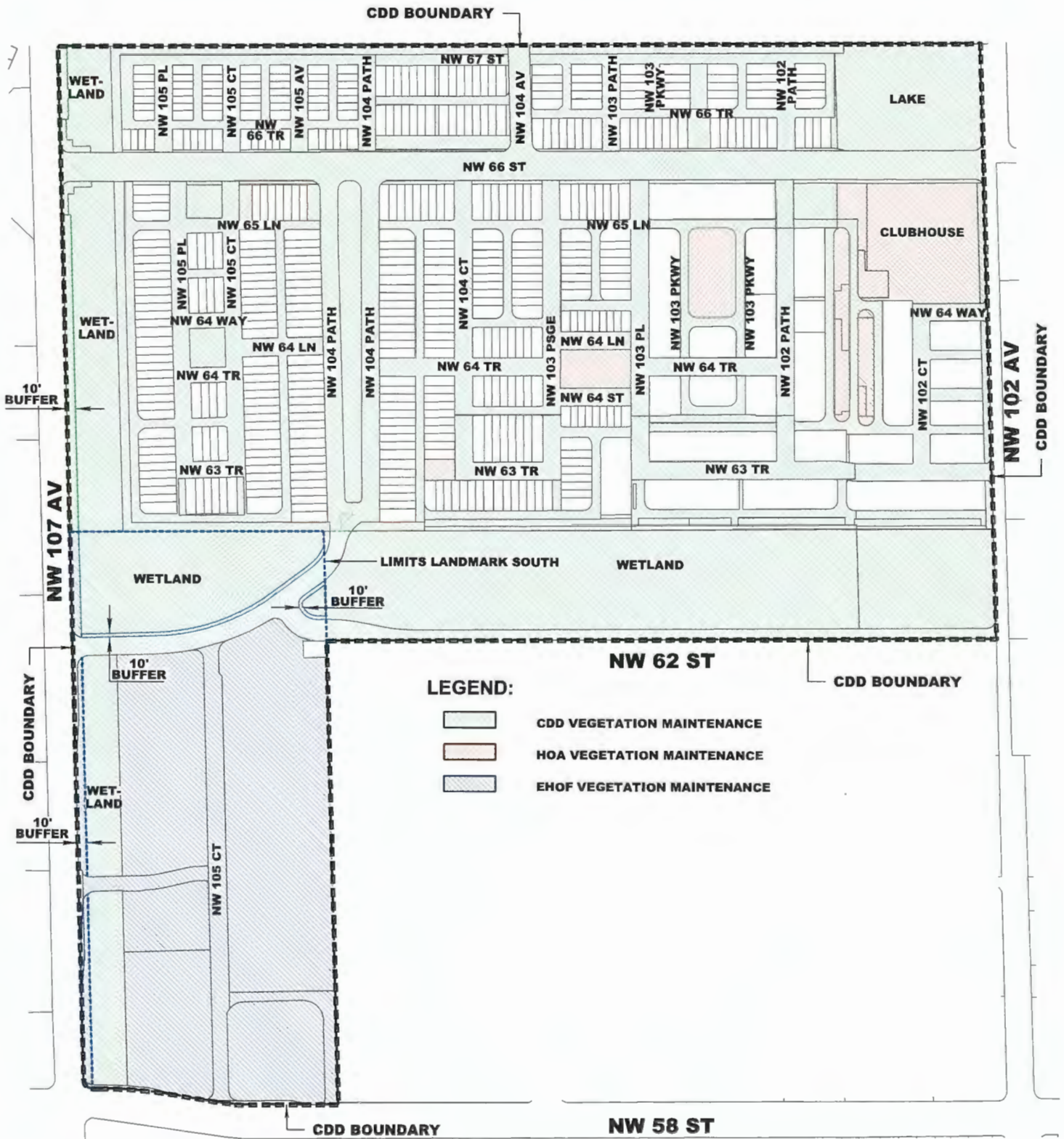
ALVAREZ ENGINEERS, INC.

LANDMARK AT DORAL CDD

CITY AND COUNTY PROPERTIES

EXHIBIT 3





ALVAREZ ENGINEERS, INC.

LANDMARK AT DORAL CDD

VEGETATION MAINTENANCE RESPONSABILITY

EXHIBIT 5

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Landmark of Doral Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: BrightView Landscape Services, Inc.

NAME: Jenna Crawford

TITLE: Branch Manager

SIGNATURE: [Signature]

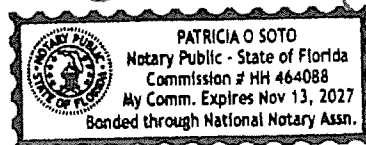
DATE: October 2, 2024

STATE OF FLORIDA
COUNTY OF Miami -Dade

SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of October, 2024, by Jenna Crawford in his/her capacity as Branch Manager for BrightView Landscape (name of Nongovernmental Entity).

☒ Personally Known OR
☐ Produced Identification

Type of Identification Produced



FIRST AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS FIRST AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT (the "First Amendment") is made and entered into this 1 day of December 2024, by and between:

Landmark at Doral Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, and having offices at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and **BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation**, whose business address is 980 Jolly Road, Suite 300, Blue Bell, Pennsylvania 19422, and whose local address is 4155 E. Mowry Drive, Homestead, Florida 33033 ("Contractor," and collectively with the District, "Parties").

RECITALS

WHEREAS, the District and the Contractor entered into a Landscape & Irrigation Services Agreement, effective October 1, 2024 (the "Agreement"); and

WHEREAS, the District has requested the removal of irrigation rust control and the planting of annual flowers from the scope of work and schedule of services under the Agreement, thereby reducing the compensation payable to the Contractor, and the Contractor has agreed to this modification as set forth herein; and

WHEREAS, Contractor's Proposal Form – Part IV – Pricing, originally attached to the Agreement as Exhibit B, is hereby replaced with the attached Exhibit B-1 to reflect the updated Contract Amount as revised by this First Amendment; and

WHEREAS, the Parties acknowledge that amending the termination provision of the Agreement to ensure mutual reciprocity will promote fairness, enhance the balance of obligations, and better reflect the equitable intentions of both Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the 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 the Contractor have agreed upon:

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

2. That **7. COMPENSATION; TERM** of the Agreement is hereby amended to provide for the following:

7. COMPENSATION; TERM.

- A. Work under this Agreement shall begin October 1, 2024, and end September 30, 2025 ("Initial Term"), unless terminated earlier pursuant to the terms of this

Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals of the same terms set forth herein, in the District's sole discretion.

- B. As compensation for the Work, the District agrees to pay Contractor **TWO HUNDRED SEVENTY – THREE THOUSAND FOUR HUNDRED SIXTY – EIGHT AND 00/100 DOLLARS (\$273,468.00)** per year, in monthly amounts of twenty – two thousand seven hundred eighty – nine and 00/100 dollars (\$22,789.00). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B-1**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- C. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). 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 change order. 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 proposal pricing (attached as part of **EXHIBIT B-1**). 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 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 emailed 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 al. of the 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. The contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against

claims therefrom. Any payment so made will be credited against sums due to the Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

3. That 19. **TERMINATION.** of the Agreement is hereby amended to provide for the following:

19. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide sixty (60) 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, and as Contractor's sole remedy, 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. 4.


4. This First Amendment shall take effect December 1, 2024.

5. In all other respects, the Agreement between the parties is hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

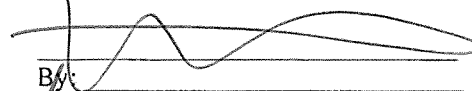
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IN WITNESS WHEREOF, the Parties execute this First Amendment as set forth below.


ATTEST:

By: 
☐ Secretary
☐ Assistant Secretary
Branch Administrator

LANDMARK AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT

By: 
☒ Chairperson
☐ Vice Chairperson
Date: 2-19-2025

ATTEST:

By: 
Its: Business Developer

BRIGHTVIEW LANDSCAPE
SERVICES, INC.


By: 
Its: Charles Gonzalez, VPGM
Date: 12-13-24

Exhibit B-1: Proposal Pricing (Part IV of Proposal Form)

EXHIBIT B-1

PROPOSAL PRICING (PART IV OF PROPOSAL FORM)

**PROPOSAL FORM
PART IV PRICING**

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

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work listed in Parts 1, 2 and 3 below in accordance with said specifications and frequencies, for the sums that follow:

PART 1

Service Areas 1, 2, 3 and 4 as listed in the Tables below (All labor and materials)

[illegible]

LANDSCAPE AND IRRIGATION SCOPE OF WORK AND SCHEDULE OF SERVICES FOR PRICING (REFER TO EXHIBIT "D" OF THE LANDSCAPE & IRRIGATION SERVICES AGREEMENT FOR THE LOCATION OF THE LOCATION OF THE MAINTENANCE SERVICE AREAS.)

[illegible][illegible][illegible]

LANDSCAPE AND IRRIGATION SCOPE OF WORK AND SCHEDULE OF SERVICES FOR PRICING (REFER TO EXHIBIT "D" OF THE LANDSCAPE & IRRIGATION SERVICES AGREEMENT FOR THE LOCATION OF THE MAINTENANCE SERVICE AREAS.)																
Service Description	Proposed Number and Type of Personnel	Number of Services												Total Serv.	Yearly Price (\$)	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec			
Barricade (pre emergent)																
Turf Weed Control - Multiple Emergents			1		1							1	1		4	Included
Palm/Tree and Shrub Fertilization		1			1						1		1		4	3,024
IPM Program for Palms and Ornamentals		1		1		1		1			1		1		6	2,000
Soil Analysis Reports															0	0
Total Yearly Price for Service 3																\$7,040

[illegible]

Leaf Clean-up and removal		2	2	2	2	3	4	4	4	3	2	2	2	32	30,400
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LANDSCAPE AND IRRIGATION SCOPE OF WORK AND SCHEDULE OF SERVICES FOR PRICING (REFER TO EXHIBIT "D" OF THE LANDSCAPE & IRRIGATION SERVICES AGREEMENT FOR THE LOCATION OF THE LOCATION OF THE MAINTENANCE SERVICE AREAS.)															
Service Description	Proposed Number and Type of Personnel	Number of Services												Total Serv.	Yearly Price (\$)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
Total Yearly Price for Service 4															\$78,560

PART 2

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

- | | | | |
|----|----------------------------------|----------|------|
| A. | Mowers w/operator | \$42.00 | Hour |
| B. | Bush-Hog w/operator | \$110.00 | Hour |
| C. | Tractor w/operator | \$110.00 | Hour |
| D. | Supervisor with Transportation | \$95.00 | Hour |
| E. | Laborer with hand equipment | \$42.00 | Hour |
| F. | Truck w/driver | \$195.00 | Hour |
| G. | Irrigation Tech | \$75.00 | Hour |
| H. | Granular Pesticide Applicator | | |
| | Person with Drop Spreader | \$75.00 | Hour |
| I. | Liquid Pesticide Applicator | | |
| | Person with Spray Truck | \$95.00 | Hour |
| J. | Granular Fertilizer Applicator | | |
| | Person with Drop Applicator | \$75.00 | Hour |
| K. | Liquid Fertilizer Applicator | | |
| | Person with Spray Truck | \$95.00 | Hour |
| L. | Granular Weed Control Applicator | | |

	Person with Drop Applicator	\$75.00	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$95.00	Hour
N.	Laborer for Additional Trash Pick-Up	\$42.00	Hour
O.	Lump Sum Mowing, entire community	\$1,715.00	Hour

PART 3

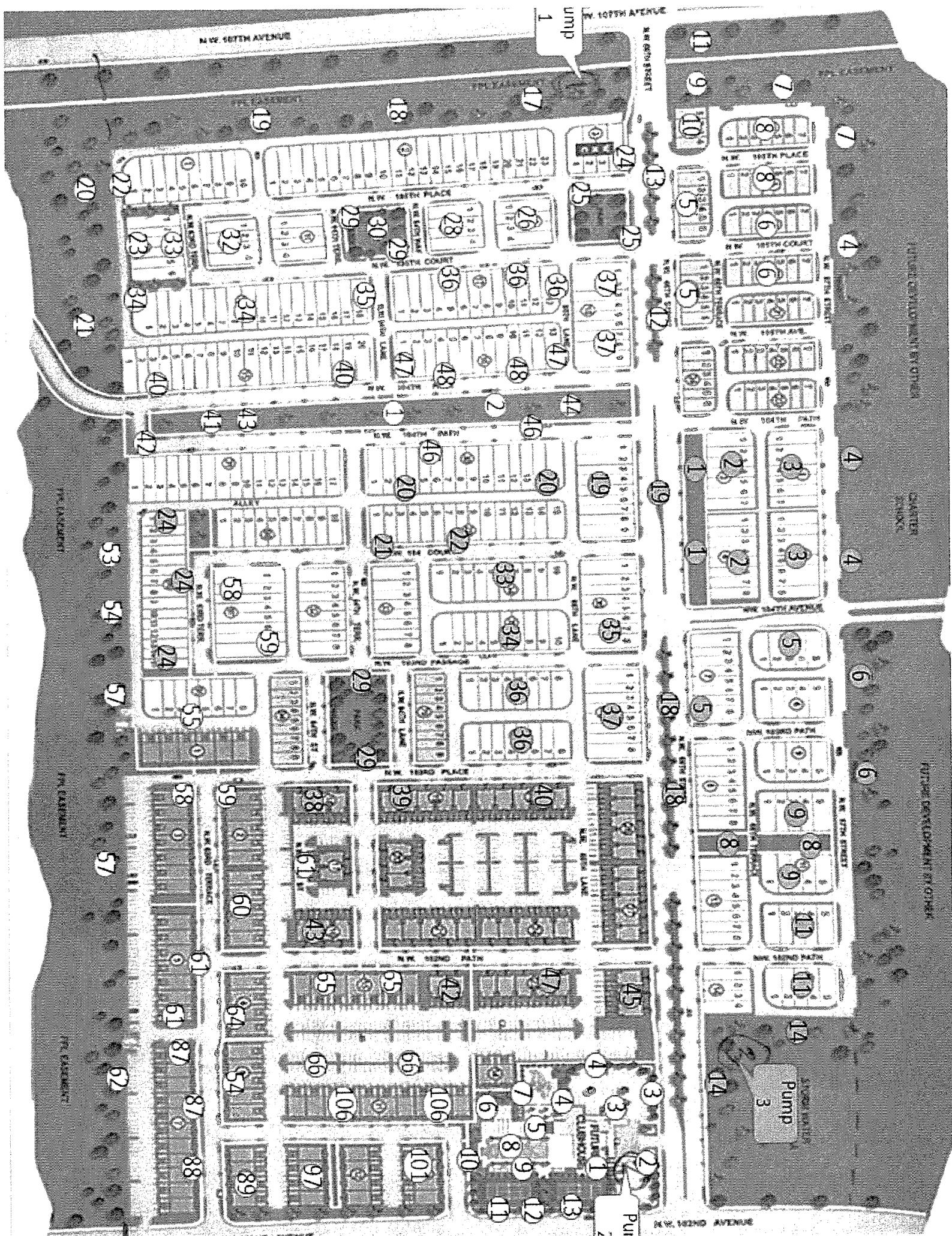
EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A.	Debris removal personnel unit costs:		
	<u>General Landscape Labor</u>	\$65.00	per Hour
	<u>Chainsaw Operator</u>	\$135.00	per Hour
	<u>Driver Operator</u>	\$75.00	per Hour
B.	Debris removal equipment unit costs:		
	<u>Backhoe</u>	\$150.00	per Hour
	<u>Delivery/Pickup</u>	\$500.00	per Hour
	<u>Flatbed Truck</u>	\$75.00	per Hour
C.	Other emergency/disaster related unit costs:		
	<u>Water Truck</u>	\$175.00	per Hour
	<u>Tree Trimming Per day 3 man crew</u>	\$3,600	per DAY
	<u>Stump Grinder with Operator</u>	\$260.00	per Hour

Costs for equipment and personnel are only payable when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each

declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services



**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

5B

Let Us Help You Weather the Storm.

Have Peace of Mind with Pre-Authorized Storm Clean-Up.

Your BrightView team has an action plan that proactively addresses your needs in an emergency situation. With pre-authorized clean-up, we're on the ground canvassing your property to assess damage as soon as the storm has passed, and quickly dispatch the appropriate landscape and tree care services teams to address your needs, prioritizing safety first:

- Vehicle access is cleared, allowing emergency personnel access
- Debris from structural dwellings that may pose immediate risk is cleared
- Plant material that may have a chance of surviving is replanted
- Hazardous damaged limbs that remain in trees are trimmed and removed
- Tree limbs, rootballs, or large wood debris remaining on the ground is chipped and removed
- Final restoration of any remaining damages or losses resulting from the storm is performed

To expedite clean-up efforts, we leverage our national resources to bring in additional teams from outside the area. Normal maintenance operations can typically resume the following week for all but the most severely debris-impacted properties. If you would like to pre-approve BrightView to perform clean-up operations as detailed above, sign where indicated. Our emergency rates are also listed for your review. Dump expenses range based on the material, size and weight.

Hurricane Price List

General Landscape Labor	\$65/hour
Chainsaw Operator	\$135/hour
Driver and/or Operator	\$75/hour
340/445/454 Tractor Loaders	\$150/hour
New Holland – Sollod Steer Loader	\$150/hour
Backhoe	\$150/hour
Delivery/Pickup All Tractors except 444	\$450
Delivery/Pickup 444	\$500
Flatbed Truck	\$75/hour
Water Truck	\$175/hour
Irrigation Work/Tech	\$75
Irrigation Work/Helper	\$50
Tree Trimming/Per Day/3 Man Crew	\$3600*
Crane Rental/60 Ton	\$260/hour (4 hour minimum)
Stump Grinder/Per Hour + Operator	\$225/hour

* For 8hr shift

Approval for Clean-Up Services:

Sign

Landmark at Doral Board 

Print Name / Title

Landmark At Doral CDD

Property Name

Date

Emergency Contact Numbers:

Name

Phone

Name

Phone

CONTACT US

Shannon Alvarez 305-807-2645

Jenna Crawford 786-999-4048

Eric Cooley 786-417-6922

brightview.com

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

6

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT

FIELD MANAGEMENT AGREEMENT

THIS FIELD MANAGEMENT AGREEMENT (the “Agreement”) is made and entered into this 23 day of September, 2024, by and between:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Doral, Miami-Dade County, Florida, and whose mailing address is 4300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and

UNUS PROPERTY MANAGEMENT LLC, a limited liability company, having its principal and mailing address at 3560 NE 11th Drive, Homestead, Florida 33033 (the “Manager”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and maintaining certain public infrastructure, roadway improvements, water and sewer facilities, a stormwater management system, landscape improvements, and related improvements; and

WHEREAS, District is the owner or is responsible for the maintenance of certain real property, stormwater management areas, facilities, infrastructure, easement areas and rights-of-way within and throughout the District and as more particularly shown in Exhibit A attached hereto (“District Maintenance Areas”); and

WHEREAS, the District has a need to retain an independent contractor to provide field management services for the District Maintenance Areas; and

WHEREAS, Manager has a background and experience in property management and is willing to provide such management services to the District in accord with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Manager by entering into this Agreement with Manager to provide field management services with respect to the District Maintenance Areas, and to provide other services as described in this Agreement.

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Manager agree as follows:

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

2. ENGAGEMENT OF SERVICES

A. The District agrees to utilize Manager to provide management services in accord with the terms of this Agreement.

B. Term. The District agrees to pay Manager for its services for the period beginning on October 1, 2024 (the “Effective Date”) through September 30, 2025 (the “Initial Term”), in accordance with the terms and conditions contained in this Agreement. After the Initial Term, this Agreement may be extended for up to three (3) annual extension terms of one (1) year each upon the mutual consent of the parties.

C. Services. Manager shall perform all normal duties associated with field maintenance services as more particularly described in Exhibit B, attached hereto and incorporated herein (the “Services”).

D. Compensation. The annual amount payable to Manager for services provided pursuant to this Agreement **THIRTY – EIGHT THOUSAND FOUR HUNDRED AND 00/100 (\$38,400.00) DOLLARS** (the “Annual Management Fee”). District agrees to pay Manager a monthly management fee equal to 1/12 of the Annual Management Fee (**\$3,200.00**). This monthly management fee includes all costs, expenses, profit, and overhead incurred by Manager in connection with the management and service to the District Maintenance Areas. Any additional compensation for additional duties shall be paid only upon the District Manager's or its designee's written authorization. Manager shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt.

E. Access to Facility. This Agreement grants to Manager the right to access the District Maintenance Areas for those purposes and uses described in this Agreement, and Manager hereby agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including but not limited to Florida’s Sunshine Law, the Landmark at Doral Community Development District Rules of Procedure, as amended and supplemented from time to time.

4. GENERAL CONDITIONS.

A. RESERVED.

B. It may be necessary for Manager to purchase certain goods and services in connection with the performance of this Agreement. However, all such purchases shall be in accordance with the District Rules of Procedure; the policies of the District Board of Supervisors; and shall be coordinated with the District Manager, and shall be fully consistent and compliant with the approved District annual budget for the applicable fiscal year. Any extraordinary purchase not contemplated in the

approved District budget shall be approved by the District Board of Supervisors. Any goods, materials, or equipment purchased by Manager in accordance herewith or on behalf of the District shall be owned by the District.

C. Costs incurred by Manager due to emergencies, urgencies, or at the direction of the District, that are the responsibility of the District, shall be reimbursed to Manager at cost. Such reimbursements shall be paid only in accord with receipts for such costs provided to the District by Manager.

D. If any capital improvements to the District Maintenance Areas are needed in the future, Manager shall make recommendations to the District Board of Supervisors and solicit proposals for consideration. Such recommendations and proposals shall be delivered to the District Manager prior to presentation to the District Board of Supervisors. If capital improvements are to be contracted for by Manager, instead of the District, Manager shall obtain a minimum of three (3) competitive bids (if possible) on any recommended capital improvement and any such procurement must be performed in accordance with the District's adopted Rules and Procedures, and Chapters 189, 190, 255, and 287, Florida Statutes.

E. Manager is an independent contractor. Manager shall be responsible for all of its employees' compensation and for payment of all relevant taxes, worker's compensation and other related charges. Manager shall have sole authority as an independent contractor in dealing with its employees.

F. The Manager agrees to cooperate with and advise the District Manager and any designated board liaison regarding matters of importance for the smooth operation of the district maintenance areas.

G. Manager agrees that it shall be responsible for reporting to the District Manager and Board of Supervisors all known problems within the District Maintenance Areas.

H. Manager shall not make or enter into contracts, institute legal proceedings, or take any other steps in the name of the District without the express written consent of the District, except in the case of a real emergency, in which case the prior consent of the District Manager shall be required.

I. Manager agrees that it shall be responsible for providing the District Manager with a monthly Manager's Report which shall include all proposals in connection with the proper maintenance and operation of the District Maintenance Areas at least eight (8) days before all regularly scheduled Board of Supervisors Meetings.

5. TERMINATION. This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to Manager. This Agreement may be terminated by Manager at any time, with or without cause, upon thirty (30) days written notice to the District. In the event either party terminates this Agreement, the Manager shall bill the District, and receive payment for those Services provided

prior to the date of termination. Should this Agreement be terminated, Manager will take all reasonable and necessary actions to transfer all the books and records of the District in its possession in an orderly fashion to the District within 30 days.

6. INSURANCE.

A. The Manager shall maintain at its own cost and expense the following insurance coverages during the execution and performance of the Work under this Agreement:

- a.** Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Manager shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. If Manager is an exempt under Florida law, Manager shall provide the exemption documents upon execution of this Agreement.
- b.** Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 1. Premises and Operations;
- 2. Independent Contractors;
- 3. Product and Completed Operations Liability;
- 4. Broad Form Property Damage; and
- 5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

- c.** Comprehensive Automobile Liability, covering owned, non-owned, or rented automotive equipment to be used in performance of the Work, with minimum limits of \$500,000, with no restrictive endorsements.

B. **Landmark at Doral Community Development District** and Wrathell, Hunt & Associates, LLC ("WHA") shall be Additional Named Insureds under the policies of insurance required pursuant to this Agreement.

C. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Manager's interest or liabilities but are merely minimum requirements established by the District. District reserves the right to reasonably require

other insurance coverages that District deems necessary depending upon the risk of loss and exposure to liability.

- D.** Insurance companies selected must be acceptable to District and WHA. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District and the WHA by certified mail.
- E.** The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.
- F.** All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District and WHA with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.
- G.** Manager shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the District or WHA for payment or assessments in any form on any policy of insurance.
- H.** Manager shall furnish District with a Certificate of Insurance evidencing compliance with the requirements of this Section 6 prior to performing Services hereunder. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Manager shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension there under is in effect.
- I.** Violation of the terms of this Section 6 and its sub-parts shall constitute a breach of the Agreement, and District, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the Manager in this Agreement shall thereupon cease and terminate.

7. INDEMNIFICATION.

- A.** Manager shall indemnify, defend, and save harmless District, its respective officers, agents, servants, employees, volunteers and representatives from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Manager, its officers, agents, servants or employees arising from this Agreement or its performance. The Manager and the District hereby agree and covenant that the

Manager has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Manager, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Manager by the Agreement, whichever is greater.

B. The execution of this Agreement by the Manager shall obligate Manager to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 6 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes, or the doctrine of sovereign immunity.

8. BOOKS AND RECORDS; PUBLIC RECORDS.

A. Manager shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Manager does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Manager or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Manager transfers all public records to the District upon completion of the Agreement, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Manager keeps and maintains public records upon completion of the Agreement, the Manager shall meet all applicable requirements for retaining public records. All

records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Manager acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Manager, the Manager shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Manager acknowledges that should Manager fail to provide the public records to the District within a reasonable time, Manager may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE MANAGER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**WRATHELL, HUNT & ASSOCIATES, LLC
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FLORIDA 33431
TELEPHONE: (561) 571-0010
EMAIL: gillyardd@whhassociates.com**

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 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.

10. TAXES. Manager shall pay all applicable sales, consumer use, and other similar taxes required by law. The District is exempt from all federal, state, and local taxes.

11. ENFORCEMENT OF AGREEMENT. In the event that either the District or Manager 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

12. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Manager relating to the subject matter of this Agreement.

13. **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 Manager.

14. **CONFLICTS.** In the event of a direct conflict with respect to the terms and conditions contained in the main body of this Agreement, Exhibit A or Exhibit B, the conflict shall be resolved in favor the prevailing terms and conditions of the main body of the Agreement, followed by Exhibit B, and further followed by Exhibit A.

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

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

A. If to Manager: UNUS Property Management, LLC.
3560 NE 11th Drive
Homestead, Florida 33033
Attn: Victor E Castro

B. If to District: **Landmark at Doral Community Development District**
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

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 Manager may deliver Notice on behalf of the District and Manager. 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.

17. E-VERIFY. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractors providing that the subcontractors does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractors of the Manager is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractors. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Manager 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 Manager 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 Manager and their respective representatives, successors, and assigns.

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

20. SOVEREIGN IMMUNITY. The Manager agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

21. 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. Venue for purposes of any litigation arising out of this Agreement shall be Miami-Dade County, Florida.

22. EFFECTIVE DATE. This Agreement shall take effect on October 1, 2024.

23. 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.

24. NO CONSTRUCTION AGAINST DRAFTING PARTY. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

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

26. 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.

27. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT ALLOWED BY LAW, THE RESPECTIVE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

28. Scrutinized Company Certification. Manager hereby certifies that as of the date below Manager is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Manager further certifies that:

- A. Manager is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Manager was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Manager does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
2. Manager does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Manager is not engaged in business operations in Cuba or Syria.

Manager understands that this Agreement may be terminated at the option of the District if Manager is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

29. **Responsible Vendor Determination.** Manager is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

29. **Anti-human trafficking Affidavit.** Manager shall provide the District with an affidavit executed by an officer or a representative of the Manager under penalty of perjury


attesting that the Manager does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

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

ATTEST

LANDMARK AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT

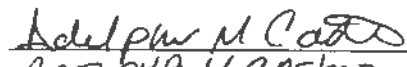

Secretary/Assistant Secretary


Todd Peterson (Sep 23, 2024 21:20 EDT)
Chairman/Vice-Chairwoman
____ day of Sep 23, 2024, 2024

WITNESSES:

MANAGER:

UNUS PROPERTY MANAGEMENT
LLC., a limited liability company


ADELPHUS M. CASTRO
[PRINT NAME OF WITNESS]
Patricia castro
PCastro

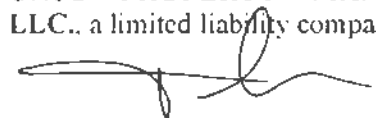
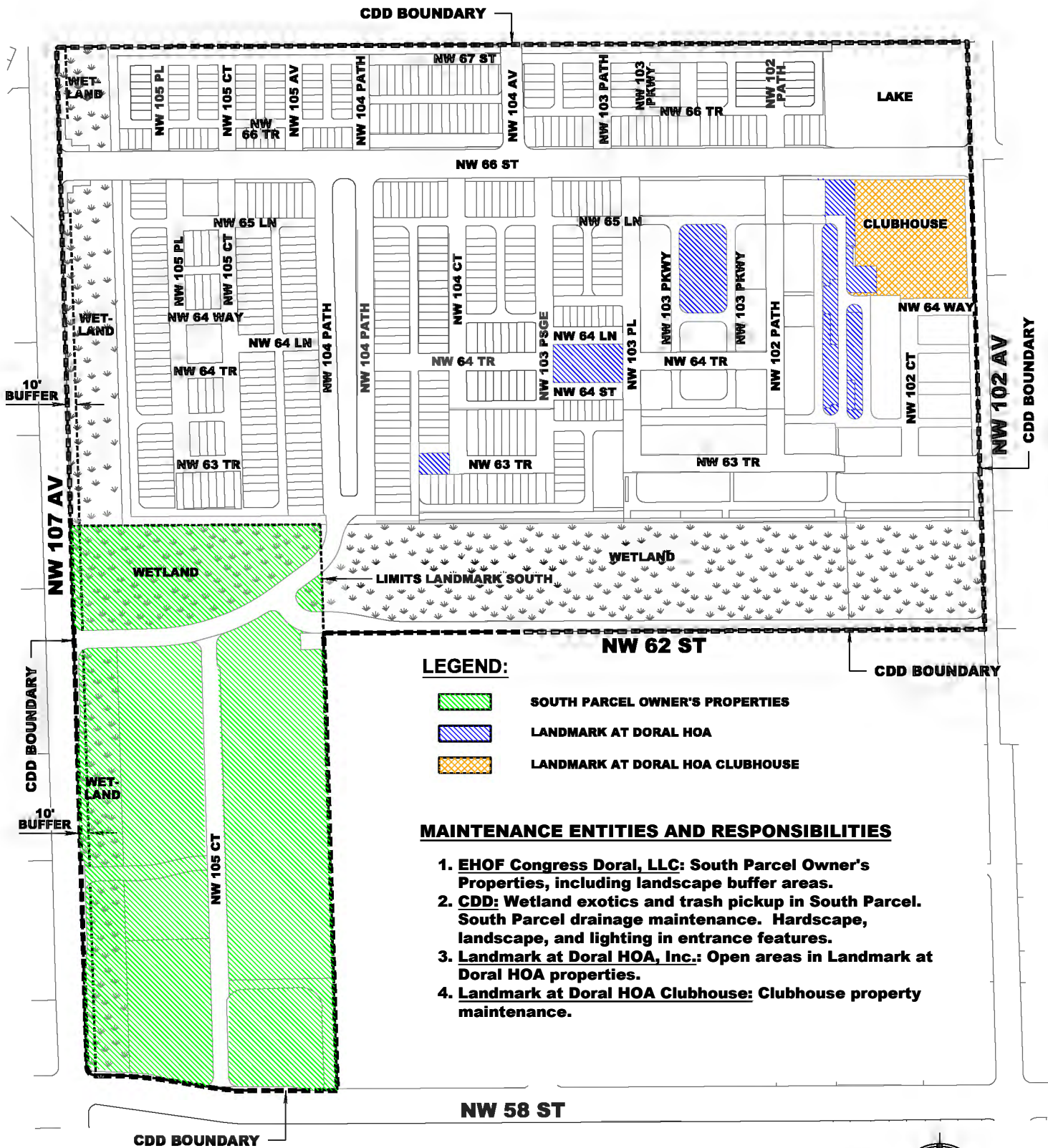

By Victor Castro
Title: Manager
23rd day of September, 2024

Exhibit A

District Maintenance Areas



ALVAREZ ENGINEERS, INC.

LANDMARK AT DORAL CDD

LANDMARK AT DORAL - HOA AND SOUTH PARCEL OWNERS PROPERTIES

EXHIBIT 2

Exhibit B

Specifications

FIELD MANAGEMENT SERVICES

A. Manager shall perform all field management services in connection with the District Maintenance Areas, including, but not limited to, the District property, rights-of-way roadways, easements, landscape areas, irrigation facilities, landscape areas, irrigation facilities, lighting and electrical facilities, streetlighting, drainage and stormwater improvements, lakes and lake banks, and those such facilities the District is responsible for maintaining, Interlocal agreements requiring operations and maintenance, performing routine and regular inspection of District Maintenance Areas and facilities managing and scheduling contractors, and obtaining and reviewing proposals from contractors.

B. Manager shall conduct site visits up to three times per week, lasting up to two hours each or devote such time as is necessary to complete the duties and responsibilities assigned to the Manager under this Agreement.

C. Manager hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.

D. Manager shall provide the field management services (and any additional services as authorized by the District) in compliance with all applicable laws and regulatory standards and third party contractual agreements.

E. Manager shall attend all regularly scheduled meetings of the District Board of Supervisors unless otherwise directed by the District Board of Supervisors.

F. Manager shall engage in supervising and providing necessary oversight of all contractors and maintenance providers of the District and manage the corresponding contracts on behalf of the District, as needed, called for, and as necessary to properly perform the field management services.

G. Manager shall prepare and solicit bids, proposals, requests for proposals, and requests for qualifications, for services and materials and supplies related to areas of oversight for the approval of the District as required by law and any rules applicable to District.

H. Manager shall manage those contracts on behalf of the District, for services reasonably necessary and related to the operation, maintenance, up-keep, repair, replacement, and preservation of the District Maintenance Areas and facilities, including, but not limited to, the day-to-day administration of District landscape maintenance, irrigation maintenance, fertilization, pest control, aquatic maintenance, aerator, fountain and lake maintenance, weed control, mitigation area maintenance, fountain maintenance, and other contracts pertaining to District operations and maintenance.

I. Manager shall correspond and communicate with the District Board of Supervisors and the District Manager assigned to the District to respond to the various needs of the District.

J. Manager shall provide regular (no less frequently than monthly) reports to the District Board of Supervisors and the District Manager of the status of pending items and completed activities and operations of the District and the District Maintenance Areas.

K. Manager shall oversee, review, and approve invoices from approved vendors upon completion of any undertakings relating to the field management services, shall be responsible for coding invoice to the appropriate accounting code as provided by the District Manager of the District or identify the line item in the District's budget that the expense shall be applied to, and shall timely submit duly signed invoices for such vendors to the District Manager for payment.

L. Manager shall assist District Manager with the preparation of maintenance and service specifications pertaining to District Maintenance Areas and improvements associated therewith.

M. Manager shall have the ability to deal with residents' complaints with respect to the Services and the contracts managed thereunder in an objective and consistent manner and shall have knowledge of state, local, and District statutes, rules and regulations affecting the provision of field management services and have the ability to communicate such statutes, rules and regulations. Manager shall provide for complaint resolution and shall log and document all telephone calls, emails or other correspondence, as well as Manager's reply and resolution of such complaints, where applicable.

N. Manager shall maintain liaison with public safety agencies and recommend to the District Board of Supervisors improvements to the security of the real property and improvements for which the District has maintenance responsibilities, as needed.

O. Manager shall have knowledge of landscape maintenance, fertilization, and pest control, irrigation, janitorial/housekeeping tasks, interior maintenance problems and fire safety regulations, security, aquatic maintenance, compliance procedures and shall recommend improvements or repairs to the District Board of Supervisors

P. Manager shall maintain a landscape maintenance schedule calendar and an irrigation maintenance schedule calendar and shall routinely inspect work completed by the contractors engaged by the District to perform services pertaining to or associated with the District Maintenance Areas (as provided herein).

Q. Any purchases of goods or services in connection with this Agreement shall be made in strict accordance with Chapter 190, Florida Statutes, and any other applicable law.

R. Manager shall work with the assigned District Manager to prepare a proposed District operating budget for each fiscal year (October 1 through September 30) with respect to Manager's areas of oversight under this Agreement. Manager shall be responsible for proposing budget line items in accordance with the timeline for budget approval set forth in Chapter 190,

Florida Statutes, and as directed by the District, for Manager's areas of oversight, shall provide planning and recommendations with respect to annual and multi-year projects, shall furnish or be responsible for obtaining cost estimates related to areas of oversight for the annual budget and for projects.

S. Manager shall perform this Agreement and act directly in the capacity of field or operations manager, supervising and ensuring that all approved vendors and service providers comply with the requirements of their respective contracts with the District pertaining to the District Maintenance Areas and this Agreement. District shall be solely responsible for the payment of vendor services that have been procured in accordance with the laws, rules, policies, resolutions or statutes applicable to the District and approved or otherwise authorized by the District Board of Supervisors.

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with _____ Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, It will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: UNUS Property Management LLC
NAME: Victor Castro
TITLE: Manager
SIGNATURE: _____
DATE: 09/23/2024

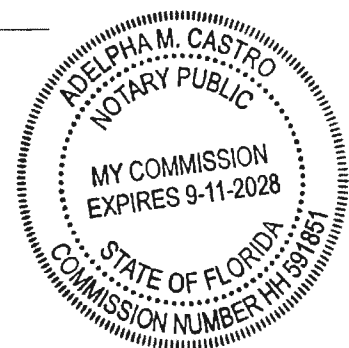
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO (or affirmed) and subscribed before me by means of [☒] physical presence or [☐] online notarization, this 23rd day of September 2024, by VICTOR CASTRO in his/her capacity as MANAGER for UNUS Property Management LLC (name of Nongovernmental Entity).

Adelpha M. Castro
NOTARY PUBLIC

☒ Personally Known OR
☐ Produced Identification

Type of Identification Produced








AGREEMENT BETWEEN

Final Audit Report

2024-09-24

Created:	2024-09-23
By:	Kristen Thomas (thomask@whhassociates.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR3YbsSFVW-H1WqQmTw06aaoist1ChPHT

"AGREEMENT BETWEEN" History

-  Document created by Kristen Thomas (thomask@whhassociates.com)
2024-09-23 - 9:19:33 PM GMT
-  Document emailed to Todd Patterson (toddpatterson@mac.com) for signature
2024-09-23 - 9:19:40 PM GMT
-  Email viewed by Todd Patterson (toddpatterson@mac.com)
2024-09-24 - 1:19:35 AM GMT
-  Document e-signed by Todd Patterson (toddpatterson@mac.com)
Signature Date: 2024-09-24 - 1:20:05 AM GMT - Time Source: server
-  Agreement completed.
2024-09-24 - 1:20:05 AM GMT



Adobe Acrobat Sign

UNUS PROPERTY MANAGEMENT LLC
3560 NE 11TH DR
HOMESTEAD FL 33033
VICTOR CASTRO
786-422-1142
08-12-25

Landmark at Doral CDD Board
DORAL FL

Dear Landmark at Doral CDD Board,

I am writing to formally notify you that UNUS Property Management will not be renewing its contract with the Landmark at Doral Community Development District. As per the terms of our annual contract, my final day of service will be September 30, 2025.

I would like to take this opportunity to express my gratitude to the Board for the chance to work collaboratively over the past year. It has been a privilege to contribute to the development and management of the Landmark at Doral community.

However, after careful consideration, I have decided that it is in the best interest of the community to step back. I have concerns regarding the dynamics created by the Chair also serving as the HOA president, which I believe complicates the separation of HOA and CDD business. This overlap raises potential issues regarding compliance with Florida Sunshine laws, particularly due to the CDD Chair/HOA President's lack of understanding or care for these regulations, and I prefer not to be involved in any situation that could be construed as unethical.

Thank you once again for the opportunity to serve the community. I wish you all the best moving forward.

Sincerely,

Victor Castro

Operations Manager
Landmark at Doral CDD



**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

7

PORTER SERVICES AGREEMENT

This Porter Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and between:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Doral, Miami-Dade County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

LANDMARK AT DORAL HOMEOWNERS ASSOCIATION, INC., a Florida non profit corporation, whose principal address and mailing address is 10220 NW 66th Street, Doral, Florida 33178 (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, the Association is a homeowners' association organized and existing pursuant to Chapter 720, Florida Statutes; and

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and the maintenance of, among other things, the pet waste stations, and mailbox trash receptacles within the District that are owned by the District (the "Improvements" as further defined herein below and in Exhibit "A" attached hereto);

WHEREAS, the District and the Association desire to provide for maintenance of the Improvements; and

WHEREAS, the Association, on behalf of and for the benefit of its members has agreed to provide, pursuant to the terms of the Agreement, certain maintenance and porter services in connection with the Improvements; and

WHEREAS, the parties have determined that this Agreement is in the best interests of the parties and the residents of the District in order to ensure the most efficient means to maintain the Improvements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 **Recitals.** The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 **Description of Improvements.** The Improvements that are the subject of this Agreement are more fully described in the attached Exhibit "A", which exhibit is incorporated by reference.

3.0 **Performance of Maintenance of Improvements.** The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the maintenance services and materials as set forth in the attached Exhibit "B" (the "Porter Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements; and

(B) the Porter Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs; and

(C) the Porter Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable: (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Miami-Dade County, Florida; and (e) any municipality with jurisdiction, either now or in the future.

(D) the Porter Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way,

dedication, ownership or other right or interest of the District in the Improvement or in the real property where each Improvement is located; and

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in sections 6.0 and 7.0 herein.

4.0 **RESERVED.**

5.0 **The Association's Responsibility for Acts of Force Majeure.** The District and the Association agree that the Porter Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of the Improvements that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding.

6.0 **Emergency Intervention by the District.** In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association or the District may have with third parties concerning the Porter Services for the Improvements the District reserves the unilateral and exclusive right, in the District's sole discretion, to implement or initiate, without advance notice, the following:

(A) the provision of Porter Services or materials for any one or more of the Improvements; and

(B) the removal, modification, relocation, or replacement of one or more of the Improvements or any portion thereof, as the case may be.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of Porter Services or materials for any one of the Improvements pursuant to this section, the District shall issue to the Association a written invoice for the costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

7.0 **Remedies, Default, and Specific Performance.** The District may elect any of one or more of the following remedies, as well as any other remedies available in law

or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) Material Breach by Association. Any failure of the Association to comply with sections 3.0 or 5.0 of this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District, at its sole discretion and without advance notice or opportunity to cure, may elect to initiate its own maintenance program or provide such Porter Services and materials and thereby assume full control over maintenance of some or all of the Improvements, however, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, but in no event later than five (5) business days after commencement of a maintenance program or Porter Services by the District pursuant to the authority of this section.

(B) Default by Association. If the Association should fail, refuse or neglect to furnish or perform the required Porter Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Improvements, and/or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable sole discretion, one or more of the Improvements.

(C) Discontinuation and Reimbursement by Association.

- (1) At such time as the District should commence a maintenance program or provide Porter Services or supplies for one or more of the Improvements under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of such services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform such services.
- (2) Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of Porter Services or materials for any one of the Improvements, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, through the District's fiscal year and until such time as the District can lawfully add such additional expenses in a future annual budget of the District , in order

to implement and carry out the maintenance program or provision of Porter Services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(D) Other Remedies and Opportunity to Cure.

- (1) At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.
- (2) However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a ten (10) calendar day cure period, and the Association, shall have ten (10) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

8.0 Indemnification.

(A) The Association does hereby indemnify and hold the District (defined to include the District, its elected and appointed officers, agents, and employees) harmless from and against any and all claims, demands, or causes of actions of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liability, damages, orders, judgments, or decrees sustained by the District, arising out of, or by reason of, or relating to this Agreement, or resulting from the Association's negligent acts, errors or omissions, or willful or intentional acts.

(B) To the extent permitted by Florida law, the District does hereby indemnify and hold the Association (defined to include the Association, its elected and appointed

officers, agents, and employees) harmless from any and against any and all claims, demands, or causes of actions of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liability, damages, orders, judgments, or decrees sustained by the Association, arising out of, or by reason of, or relating to this Agreement, or resulting from the District's negligent acts, errors or omissions, or willful or intentional acts.

9.0 **Insurance.**

(A) The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth below.

(1) Worker's Compensation Insurance for statutory obligations, as required by Florida law, imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Any contractor of the Association performing services on the Improvements shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$500,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

(B) Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:

- (1) the District as an additional insured to the extent set forth herein; and
- (2) the District as the certificate holder of the Certificate of Insurance; and
- (3) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non-payment) is mailed by first class U.S. Mail to the District.

(C) **IT SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION TO INSURE THAT ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM ANY MAINTENANCE OR REPAIR SERVICES WITH RESPECT TO THE IMPROVEMENTS AND ANY OTHER PROJECT APPROVED BY DISTRICT IN ACCORDANCE WITH THIS AGREEMENT, PRIOR TO ANY MAINTENANCE, REPAIR OR INSTALLATION ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT COPIES OF ITS COVERAGES, WITH MINIMUM LIMITS AS PROVIDED ABOVE, AND WHICH SPECIFICALLY PROVIDE THAT THE LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR.**

10.0 Term of Agreement.

(A) This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date first written above. Thereafter, unless otherwise terminated as provided for herein, the Agreement shall automatically renew for additional one (1) year periods.

(B) In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement, or a portion thereof, at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the Association of its intent to terminate this Agreement, or a portion thereof, pursuant to this provision.

11.0 **Miscellaneous Provisions.**

11.1 **Time of the Essence:** Time is of the essence with respect to this Agreement.

11.2 **Notices:** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE DISTRICT: Landmark at Doral Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

AS TO THE ASSOCIATION:
Landmark At Doral Homeowners Association, Inc.
10220 NW 66th Street
Doral, Florida 33178
Attention: President

Notice shall be deemed given upon the earlier of actual receipt, one business days after sending by express overnight courier, or three business days after sending by certified or registered mail.

11.3 **Entire Agreement:** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

11.4 **Amendment and Waiver:** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's

obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

11.5 **Severability:** The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

11.6 **Controlling Law:** This Agreement shall be construed under the laws of the State of Florida.

11.7 **Authority:** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

11.8 **Costs and Fees:** 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 costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

11.9 **Successors and Assignment:** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Association and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

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

11.11 **Arm's Length Transaction:** This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties 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 deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11.12 **Execution of Documents:** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

11.13 **Construction of Terms:** Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

11.14. **No Waiver of Immunities:** Nothing herein shall be construed as waiver by the District of the protections, immunities, and limitations of liability provided in Section 768.28, Florida Statutes, or pursuant to the doctrine of sovereign immunity.

11.15. **Captions:** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

11.16 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

11.17 **Public Records:**

(A) Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- (1) Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- (2) Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and
- (4) Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

(B) Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**WRATHELL, HUNT AND ASSOCIATES, LLC
2300 GLADES ROAD, SUITE 410W**

BOCA RATON, FLORIDA 33431
TELEPHONE: (561) 571-0010
EMAIL: gillyardd@whhassociates.com

11.18 E-Verify: The Association, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Association further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Association agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Association shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Association is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Association shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Association shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Association is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Association and order the Association to immediately terminate its subcontract with the subcontractor. The Association shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Association's failure to comply with the E-Verify requirements referenced in this subsection.

11.19. Scrutinized Company Certification: Association hereby swears or affirms that as of the date below Association is not listed on a Scrutinized Companies list created pursuant to Section 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further affirms that:

A. Association is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

B. Association does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

C. Association does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

D. Association is not engaged in business operations in Cuba or Syria.

11.20 Convicted Vendor List: Association hereby certifies that neither Association nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

11.21 Anti-Human Trafficking Affidavit: Association shall provide the District with an affidavit executed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

ATTEST:

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Print name: _____
Secretary/ Assistant Secretary

Print name: _____
Chairperson
Board of Supervisors

____ day of _____, 2025

ASSOCIATION:

WITNESSES (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.):

**LANDMARK AT DORAL
HOMEOWNERS ASSOCIATION,
INC., a Florida not-for-profit
corporation**

By: _____

Print Name

Print name: _____

Print title: _____

____ day of _____, 2025

Print Name

(CORPORATE SEAL)

EXHIBIT "A"

Description of Improvements

The Improvements consist of:

1. Pet Waste Stations.
2. Mailbox Trash Receptacles.
3. Linear Park and Green Spaces owned by the District.

The above areas are more particularly shown on the map that immediately follows this page.



ALVAREZ ENGINEERS, INC.

LANDMARK AT DORAL CDD

MAINTENANCE AND PORTER SERVICES

EXHIBIT A

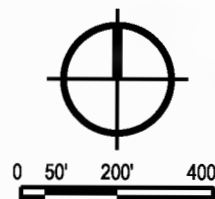



EXHIBIT "B"

Description of Porter Services

Routine maintenance and servicing of pet waste stations, including but not limited to regular emptying and disposal of waste bags, refilling waste bag dispensers, cleaning and sanitizing waste station surfaces to maintain hygiene, inspecting the stations for any damage or wear, ~~and performing necessary repairs or replacements, such as fixing dispensers or replacing signage.~~ Maintenance services also include routine checks to ensure stations are easily accessible, and surrounding areas remain clean and free from litter or waste accumulation. 

Routine, regular, and necessary porter services, including but not limited to maintaining the cleanliness and appearance of mailbox trash receptacles through regular emptying, sanitizing, and addressing any overflow or debris to ensure proper functionality and hygiene. Services also include cleaning and maintaining the linear park, ensuring pathways are free of litter, debris, and hazards; emptying trash receptacles; and addressing minor maintenance issues. Additionally, green spaces owned by the District are to be kept clean and well-maintained, including regular trash and debris removal, and reporting any larger maintenance needs to the appropriate parties. These porter services are performed on a consistent schedule to uphold the community's aesthetic standards and ensure a clean, welcoming environment for residents and visitors.

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

8

Proposal 2

Your Investment/Month

Security type	Price X hour	Hour/Month	Subtotal
1 Unarmed Officer	\$23	240	\$5,520
Rover with Patrol Car 8hr 10pm-6am			
	\$0	0	\$0
Title	\$0	0	\$0
Title	\$0	0	\$0
Title	\$0	0	\$0
Total			\$5,520



**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

11

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

CONSENT AGENDA

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2025**

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2025**

	Major Funds				
	General	Debt Service Series 2016	Debt Service Series 2019	Capital Projects Series 2016	Total Governmental Funds
ASSETS					
Cash - SunTrust	\$ 578,301	\$ -	\$ -	\$ -	\$ 578,301
Revenue	-	91,920	632,720	-	724,640
Reserve	-	101,641	366,800	-	468,441
2019A-2 Reserve 2008	-	-	161,500	-	161,500
Principal	-	-	1	-	1
Construction	-	47	-	13,510	13,557
Due from debt service 2019	1,236	-	-	-	1,236
Due from Merged	895	-	6,177	-	7,072
Due from General fund	-	5,070	30,054	-	35,124
Total assets	<u>\$ 580,432</u>	<u>\$ 198,678</u>	<u>\$ 1,197,252</u>	<u>\$ 13,510</u>	<u>\$ 1,989,872</u>
LIABILITIES					
Liabilities					
Due to other funds					
General fund	\$ -		\$ 1,236	\$ -	\$ 1,236
Debt service 2016	5,070	-	-	-	5,070
Debt service 2019	30,054	-	-	-	30,054
Taxes payable	428	-	-	-	428
Total liabilities	<u>35,552</u>	<u>-</u>	<u>1,236</u>	<u>-</u>	<u>36,788</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred receipts	896	-	6,178	-	7,074
Total deferred inflows of resources	<u>896</u>	<u>-</u>	<u>6,178</u>	<u>-</u>	<u>7,074</u>
Fund balances					
Restricted for:					
Debt service	-	198,678	1,189,838	-	1,388,516
Capital projects	-	-	-	13,510	13,510
Assigned					
3 months working capital	224,945	-	-	-	224,945
Doral Cay stormwater	34,067	-	-	-	34,067
Unassigned	284,972	-	-	-	284,972
Total fund balances	<u>543,984</u>	<u>198,678</u>	<u>1,189,838</u>	<u>13,510</u>	<u>1,946,010</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 580,432</u>	<u>\$ 198,678</u>	<u>\$ 1,197,252</u>	<u>\$ 13,510</u>	<u>\$ 1,989,872</u>

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 15,290	\$ 516,044	\$ 512,115	101%
Assessment levy: off-roll	-	-	-	
Individual lot holder assessment	-	358	-	
Interest & miscellaneous	5	62	-	N/A
Total revenues	<u>15,295</u>	<u>516,464</u>	<u>512,115</u>	101%
EXPENDITURES				
Professional & administrative				
Supervisors	-	7,320	4,304	170%
Management/accounting/recording	3,543	31,890	42,520	75%
Legal - general counsel				
Billing, Cochran, Lyles, Mauro & Ramsey	1748	27,925	18,000	155%
Engineering	2,400	33,779	25,000	135%
Audit	-	-	8,900	0%
Accounting services - debt service	442	3,979	5,305	75%
Assessment roll preparation	950	8,546	11,395	75%
Arbitrage rebate calculation	-	750	1,500	50%
Dissemination agent	292	2,625	3,500	75%
Trustee	-	8,493	5,500	154%
Postage & reproduction	-	153	500	31%
Printing & binding	42	375	500	75%
Legal advertising	-	-	3,000	0%
Office supplies	-	-	500	0%
Annual district filing fee	-	175	175	100%
Insurance: general liability	-	20,663	7,878	262%
ADA website compliance	-	-	210	0%
Website	-	705	705	100%
Contingencies	132	836	1,000	84%
Total professional & administrative	<u>9,549</u>	<u>148,214</u>	<u>140,392</u>	106%

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Field operations management	3,200	28,800	38,400	75%
Monitoring reports	-	-	3,600	0%
Wetlands planting and earthwork	-	-	6,000	0%
Wetland vegetation trimming	-	-	22,000	0%
Area management services	570	2,850	6,628	43%
Lake bank beautification	-	5,764	-	N/A
Irrigation rust control	2,320	6,960	-	N/A
Landscape maintenance & irrigation	23,464	218,586	294,654	74%
Lake maintenance water mgmt	150	879	-	N/A
Conservation area mgmt service	-	312	-	N/A
Landscape irrigation repairs	-	5,765	15,000	38%
Fountain - O&M	-	11,985	13,000	92%
Fence repair	-	-	7,500	0%
Sidewalk repairs	-	21,725	32,000	68%
Pressure washing	-	17,850	17,000	105%
Environmental investigation	10,000	10,000	26,250	38%
Annual permits	-	-	6,000	0%
Roadway maintenance	-	-	1,000	0%
Signage repairs	-	-	1,000	0%
Installation of median lights	-	156,307	160,000	98%
Installation of street lights	-	17,004	22,733	75%
Drainage system maintenance	-	-	20,654	0%
Property insurance	-	-	1,500	0%
Utilities - irrigation	-	-	12,000	0%
Utilities - electric	-	-	2,500	0%
Utilities - street lights	-	-	12,000	0%
Contingencies		5,510	9,000	61%
Total field operations	<u>39,704</u>	<u>510,297</u>	<u>730,419</u>	70%
Other fees and charges				
Property appraiser & tax collector	153	5,161	5,334	97%
Total other fees and charges	<u>153</u>	<u>5,161</u>	<u>5,334</u>	97%
Total expenditures	<u>49,406</u>	<u>663,672</u>	<u>876,145</u>	76%
Excess/(deficiency) of revenues over/(under) expenditures	(34,111)	(147,208)	(364,030)	
Fund balance - beginning	<u>578,095</u>	<u>691,192</u>	<u>623,051</u>	
Fund balance - ending (projected)	<u>543,984</u>	<u>543,984</u>	<u>259,021</u>	
Assigned				
3 months working capital	224,945	224,945	224,945	
Doral Cay stormwater	34,067	34,067	34,067	
Unassigned	<u>284,972</u>	<u>284,972</u>	<u>9</u>	
Fund balance - ending	<u>\$ 543,984</u>	<u>\$ 543,984</u>	<u>\$ 259,021</u>	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2016
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ 5,435	\$ 250,787	\$ 182,046	138%
Interest	631	10,071	-	N/A
Total revenues	<u>6,066</u>	<u>260,858</u>	<u>182,046</u>	143%
EXPENDITURES				
Principal	-	63,000	63,000	100%
Interest	-	117,723	117,723	100%
Total expenditures	<u>-</u>	<u>180,723</u>	<u>180,723</u>	100%
Other fees and charges				
Property appraiser & tax collector	54	10,002	1,896	528%
Total other fees and charges	<u>54</u>	<u>10,002</u>	<u>1,896</u>	528%
Total expenditures	<u>54</u>	<u>190,725</u>	<u>182,619</u>	104%
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(67,344)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(67,344)</u>	<u>-</u>	N/A
Excess/(deficiency) of revenues over/(under) expenditures	6,012	2,789	(573)	
Fund balance - beginning	192,666	195,889	188,959	
Fund balance - ending	<u>\$ 198,678</u>	<u>\$ 198,678</u>	<u>\$ 188,386</u>	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments - on roll	\$ 32,217	\$ 1,020,017	\$ 1,079,080	95%
Interest	3,795	42,077	-	N/A
Individual lot holder assessment	-	2,471		
Total revenues	<u>36,012</u>	<u>1,064,565</u>	<u>1,079,080</u>	99%
EXPENDITURES				
Principal	-	685,000	685,000	100%
Interest	-	381,444	381,444	100%
Total expenditures	<u>-</u>	<u>1,066,444</u>	<u>1,066,444</u>	100%
Other fees and charges				
Property appraiser & tax collector	322	2,709	11,240	24%
Total other fees and charges	<u>322</u>	<u>2,709</u>	<u>11,240</u>	24%
Total expenditures	<u>322</u>	<u>1,069,153</u>	<u>1,077,684</u>	99%
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	67,344	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>67,344</u>	<u>-</u>	N/A
Excess/(deficiency) of revenues over/(under) expenditures	35,690	62,756	1,396	
Fund balance - beginning	1,154,148	1,127,082	1,091,660	
Fund balance - ending	<u>\$ 1,189,838</u>	<u>\$ 1,189,838</u>	<u>\$ 1,093,056</u>	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2016
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 45	\$ 368
Total revenues	<u>45</u>	<u>368</u>
EXPENDITURES		
Excess/(deficiency) of revenues over/(under) expenditures	45	368
Fund balance - beginning	<u>13,465</u>	<u>13,142</u>
Fund balance - ending	<u><u>\$ 13,510</u></u>	<u><u>\$ 13,510</u></u>

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016 AMORTIZATION SCHEDULE**

	Principal	Interest	Debt Service	Bond Balance
11/01/16		81,279.18	81,279.18	2,840,000.00
05/01/17	46,000.00	67,111.25	113,111.25	2,794,000.00
11/01/17		66,248.75	66,248.75	2,794,000.00
05/01/18	48,000.00	66,248.75	114,248.75	2,746,000.00
11/01/18		65,348.75	65,348.75	2,746,000.00
05/01/19	50,000.00	65,348.75	115,348.75	2,696,000.00
11/01/19		64,411.25	64,411.25	2,696,000.00
05/01/20	52,000.00	64,411.25	116,411.25	2,644,000.00
11/01/20		63,436.25	63,436.25	2,644,000.00
05/01/21	54,000.00	63,436.25	117,436.25	2,590,000.00
11/01/21		62,423.75	62,423.75	2,590,000.00
05/01/22	56,000.00	62,423.75	118,423.75	2,534,000.00
11/01/22		61,373.75	61,373.75	2,534,000.00
05/01/23	58,000.00	61,373.75	119,373.75	2,476,000.00
11/01/23		60,286.25	60,286.25	2,476,000.00
05/01/24	60,000.00	60,286.25	120,286.25	2,416,000.00
11/01/24		58,861.25	58,861.25	2,416,000.00
05/01/25	63,000.00	58,861.25	121,861.25	2,353,000.00
11/01/25		57,365.00	57,365.00	2,353,000.00
05/01/26	67,000.00	57,365.00	124,365.00	2,286,000.00
11/01/26		55,773.75	55,773.75	2,286,000.00
05/01/27	70,000.00	55,773.75	125,773.75	2,216,000.00
11/01/27		54,111.25	54,111.25	2,216,000.00
05/01/28	73,000.00	54,111.25	127,111.25	2,143,000.00
11/01/28		52,377.50	52,377.50	2,143,000.00
05/01/29	77,000.00	52,377.50	129,377.50	2,066,000.00
11/01/29		50,548.75	50,548.75	2,066,000.00
05/01/30	80,000.00	50,548.75	130,548.75	1,986,000.00
11/01/30		48,648.75	48,648.75	1,986,000.00
05/01/31	84,000.00	48,648.75	132,648.75	1,902,000.00
11/01/31		46,653.75	46,653.75	1,902,000.00
05/01/32	88,000.00	46,653.75	134,653.75	1,814,000.00
11/01/32		44,563.75	44,563.75	1,814,000.00
05/01/33	93,000.00	44,563.75	137,563.75	1,721,000.00
11/01/33		42,355.00	42,355.00	1,721,000.00
05/01/34	97,000.00	42,355.00	139,355.00	1,624,000.00
11/01/34		40,051.25	40,051.25	1,624,000.00
05/01/35	102,000.00	40,051.25	142,051.25	1,522,000.00
11/01/35		37,628.75	37,628.75	1,522,000.00
05/01/36	107,000.00	37,628.75	144,628.75	1,415,000.00
11/01/36		35,087.50	35,087.50	1,415,000.00
05/01/37	112,000.00	35,087.50	147,087.50	1,303,000.00

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016 AMORTIZATION SCHEDULE**

	Principal	Interest	Debt Service	Bond Balance
11/01/37		32,427.50	32,427.50	1,303,000.00
05/01/38	118,000.00	32,427.50	150,427.50	1,185,000.00
11/01/38		29,625.00	29,625.00	1,185,000.00
05/01/39	124,000.00	29,625.00	153,625.00	1,061,000.00
11/01/39		26,525.00	26,525.00	1,061,000.00
05/01/40	130,000.00	26,525.00	156,525.00	931,000.00
11/01/40		23,275.00	23,275.00	931,000.00
05/01/41	136,000.00	23,275.00	159,275.00	795,000.00
11/01/41		19,875.00	19,875.00	795,000.00
05/01/42	143,000.00	19,875.00	162,875.00	652,000.00
11/01/42		16,300.00	16,300.00	652,000.00
05/01/43	151,000.00	16,300.00	167,300.00	501,000.00
11/01/43		12,525.00	12,525.00	501,000.00
05/01/44	159,000.00	12,525.00	171,525.00	342,000.00
11/01/44		8,550.00	8,550.00	342,000.00
05/01/45	167,000.00	8,550.00	175,550.00	175,000.00
11/01/45		4,375.00	4,375.00	175,000.00
05/01/46	175,000.00	4,375.00	179,375.00	-
Total	2,590,000.00	1,963,175.00	4,553,175.00	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 SENIOR BONDS AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/21			146,175.00	146,175.00	9,745,000.00
05/01/22	445,000.00	3.000%	146,175.00	591,175.00	9,300,000.00
11/01/22			139,500.00	139,500.00	9,300,000.00
05/01/23	460,000.00	3.000%	139,500.00	599,500.00	8,840,000.00
11/01/23			132,600.00	132,600.00	8,840,000.00
05/01/24	475,000.00	3.000%	132,600.00	607,600.00	8,365,000.00
11/01/24			125,475.00	125,475.00	8,365,000.00
05/01/25	490,000.00	3.000%	125,475.00	615,475.00	7,875,000.00
11/01/25			118,125.00	118,125.00	7,875,000.00
05/01/26	500,000.00	3.000%	118,125.00	618,125.00	7,375,000.00
11/01/26			110,625.00	110,625.00	7,375,000.00
05/01/27	520,000.00	3.000%	110,625.00	630,625.00	6,855,000.00
11/01/27			102,825.00	102,825.00	6,855,000.00
05/01/28	535,000.00	3.000%	102,825.00	637,825.00	6,320,000.00
11/01/28			94,800.00	94,800.00	6,320,000.00
05/01/29	550,000.00	3.000%	94,800.00	644,800.00	5,770,000.00
11/01/29			86,550.00	86,550.00	5,770,000.00
05/01/30	565,000.00	3.000%	86,550.00	651,550.00	5,205,000.00
11/01/30			78,075.00	78,075.00	5,205,000.00
05/01/31	585,000.00	3.000%	78,075.00	663,075.00	4,620,000.00
11/01/31			69,300.00	69,300.00	4,620,000.00
05/01/32	600,000.00	3.000%	69,300.00	669,300.00	4,020,000.00
11/01/32			60,300.00	60,300.00	4,020,000.00
05/01/33	620,000.00	3.000%	60,300.00	680,300.00	3,400,000.00
11/01/33			51,000.00	51,000.00	3,400,000.00
05/01/34	640,000.00	3.000%	51,000.00	691,000.00	2,760,000.00
11/01/34			41,400.00	41,400.00	2,760,000.00
05/01/35	660,000.00	3.000%	41,400.00	701,400.00	2,100,000.00
11/01/35			31,500.00	31,500.00	2,100,000.00
05/01/36	680,000.00	3.000%	31,500.00	711,500.00	1,420,000.00
11/01/36			21,300.00	21,300.00	1,420,000.00
05/01/37	700,000.00	3.000%	21,300.00	721,300.00	720,000.00
11/01/37			10,800.00	10,800.00	720,000.00
05/01/38	720,000.00	3.000%	10,800.00	730,800.00	-
Total	9,745,000.00		2,840,700.00	12,585,700.00	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 SUBORDINATED BONDS AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/21			73,684.38	73,684.38	4,000,000.00
05/01/22	175,000.00	3.125%	73,684.38	248,684.38	3,825,000.00
11/01/22			70,950.00	70,950.00	3,825,000.00
05/01/23	180,000.00	3.125%	70,950.00	250,950.00	3,645,000.00
11/01/23			68,137.50	68,137.50	3,645,000.00
05/01/24	185,000.00	3.125%	68,137.50	253,137.50	3,460,000.00
11/01/24			65,246.88	65,246.88	3,460,000.00
05/01/25	195,000.00	3.375%	65,246.88	260,246.88	3,265,000.00
11/01/25			61,956.25	61,956.25	3,265,000.00
05/01/26	200,000.00	3.375%	61,956.25	261,956.25	3,065,000.00
11/01/26			58,581.25	58,581.25	3,065,000.00
05/01/27	205,000.00	3.375%	58,581.25	263,581.25	2,860,000.00
11/01/27			55,121.88	55,121.88	2,860,000.00
05/01/28	215,000.00	3.375%	55,121.88	270,121.88	2,645,000.00
11/01/28			51,493.75	51,493.75	2,645,000.00
05/01/29	220,000.00	3.375%	51,493.75	271,493.75	2,425,000.00
11/01/29			47,781.25	47,781.25	2,425,000.00
05/01/30	230,000.00	3.375%	47,781.25	277,781.25	2,195,000.00
11/01/30			43,900.00	43,900.00	2,195,000.00
05/01/31	240,000.00	4.000%	43,900.00	283,900.00	1,955,000.00
11/01/31			39,100.00	39,100.00	1,955,000.00
05/01/32	245,000.00	4.000%	39,100.00	284,100.00	1,710,000.00
11/01/32			34,200.00	34,200.00	1,710,000.00
05/01/33	255,000.00	4.000%	34,200.00	289,200.00	1,455,000.00
11/01/33			29,100.00	29,100.00	1,455,000.00
05/01/34	270,000.00	4.000%	29,100.00	299,100.00	1,185,000.00
11/01/34			23,700.00	23,700.00	1,185,000.00
05/01/35	280,000.00	4.000%	23,700.00	303,700.00	905,000.00
11/01/35			18,100.00	18,100.00	905,000.00
05/01/36	290,000.00	4.000%	18,100.00	308,100.00	615,000.00
11/01/36			12,300.00	12,300.00	615,000.00
05/01/37	300,000.00	4.000%	12,300.00	312,300.00	315,000.00
11/01/37			6,300.00	6,300.00	315,000.00
05/01/38	315,000.00	4.000%	6,300.00	321,300.00	-
Total	4,000,000.00		1,519,306.25	5,519,306.25	

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT
MINUTES OF MEETING
LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Landmark at Doral Community Development District held a Regular Meeting on May 7, 2025 at 4:00 p.m., at the Landmark Clubhouse, 10220 NW 66th Street, Doral, Florida 33178.

Present:

Odel Torres	Chair
Sui Flan Jim	Vice Chair
Juan Javier De Maqua	Assistant Secretary
Jorge Finol	Assistant Secretary
Juan Tellez	Assistant Secretary

Also present:

Kristen Thomas	District Manager
Gregory George	District Counsel
Angelo Camacho	District Engineer
Victor Castro	Field Operations Manager

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Thomas called the meeting to order at 4:03 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Discussion/Consideration: GtechMiami LLC
Estimate Number N-2311057, \$9,084,
Mailbox Camera System Estimates**

Ms. Thomas stated she incorporated this item and others from the last meeting into the proposed Fiscal Year 2026 budget, for consideration and setting the maximum assessment level.

FOURTH ORDER OF BUSINESS

**Discussion/Consideration: Security Rover
Services – Total \$199,000 [not to exceed;
varies upon schedule]**

Ms. Thomas and Mr. Castro presented the revised DSH Security Services LLC (DSH Security Services) proposal for security rover services. It excludes pool attendants, which the HOA oversees.

Discussion ensued regarding whether to separate CDD and HOA security services using separate Post Orders or have the HOA direct bill the CDD to patrol NW 107th Avenue and the parking lot; submitting a proposal; and entering into an Agreement with the CDD; a \$55,639 proposal to install special cameras, deferring this since the United States Postal Service (USPS) is investigating the theft and changing all the locks in Doral and Landmark South.

This item was deferred.

FIFTH ORDER OF BUSINESS**Discussion: UNUS Property Management,
LLC Field Management Agreement**

This item was presented following the Eighth Order of Business.

SIXTH ORDER OF BUSINESS**Discussion/Consideration: Entrance
Painting**

Mr. Castro discussed actions to obtain and present an apples-to-apples proposal from Mr. Finol's vendor MV&MB Florida Painting, LLC to compare against the proposal behind Item 6A; the HOA's existing vendor that was deferred at the last meeting. Ms. Thomas stated she incorporated \$8,400 for painting and the fountain Operation and Maintenance (O&M) costs into the proposed Fiscal Year 2026 budget.

A. F&A Painting Services, Inc., \$8,400

B. MV&MB Florida Painting, LLC, \$5,150

Discussion ensued regarding costs and quality of services.

This item was deferred, while Judy asks F&A Painting Services about matching the other cost proposal.

SEVENTH ORDER OF BUSINESS**Discussion/Consideration: Common Area
Sidewalk Improvements, \$24,000**

Mr. Castro presented the proposal to install two sidewalks from NW 66th Street to NW 104th Avenue, for townhome residents to access the front of their homes instead of walking on sod. Mr. Torres stated this is in response to a homeowner's complaint.

Discussion ensued regarding incorporating costs into the proposed Fiscal Year 2026 budget, if approved, and the need to add costs to maintain and insure the benches.

The consensus was to table this project until funding is available.

EIGHTH ORDER OF BUSINESS

Discussion/Consideration: RaptorVac – Next Phases [Storm Drain Cleaning]

Ms. Thomas stated that the French drain permit was approved. However, Phases 1 through V are barring project completion as she works with the City on accepting the supporting document she submitted, proving the signatures on the permits have the right to sign. The stormwater drain on Phase V still needs to be repaired.

Discussion ensued regarding prioritizing the remaining Phases II, III and IV projects, budgeting for drainage system maintenance and repairs in Fiscal Year 2026, using unassigned funds to start the Class V permit application in Fiscal Year 2026 and confirming if the CDD is required to clean its storm drains every year or every five years.

The consensus was to address Phase IV in Fiscal Year 2026, Phase II in Fiscal Year 2027 and Phase III in Fiscal Year 2028; the order might may change if conditions change.

On MOTION by Ms. Jim and seconded by Mr. Tellez, with all in favor, authorizing Staff to proceed and commence the Phase IV storm drain cleaning project on October 1, 2025 and authorizing Staff to enter into an Agreement with RaptorVac, in a not to-exceed of \$55,000, was approved.

▪ Consideration of Holiday Lighting Proposals

This item was an addition to the agenda.

Ms. Thomas distributed and she and Mr. Castro presented proposals to install holiday lighting in the medians on 66th Street. If approved, it requires a 50% deposit. Mr. Castro stated the City of Doral and the County are working on the mid-block crossings, which requires relocating palm trees in the median; they will also restore the area to its original condition.

Discussion ensued regarding a suggestion that the CDD engage the HOA vendor to ensure consistent lighting, asking the vendor to reduce mobilization costs and the ability to offset budget costs by reducing the number of CDD meetings, due to limited budget.

On MOTION by Mr. Torres and seconded by Mr. Finol, with all in favor, the Miami Christmas Lights Proposal for 2025 Holiday Lighting, in a not-to-exceed amount of \$16,500, was approved.

▪ **Discussion: UNUS Property Management, LLC Field Management Agreement**
This item, previously the Fifth Order of Business, was presented out of order.

Ms. Thomas recalled her email advising new Board Members of the prior Board's decision last year to engage a Field Operations Manager to manage CDD-owned assets; instead of keeping the Agreement with the HOA to budget and maintain CDD assets. The hope was to reduce resident complaints. The contract terms allow up to three annual extensions of one year each, starting October 1, 2025.

Mr. Castro stated his overall responsibility is to oversee CDD property, its vendors and to stay within budget, which, at times, exceeds the two-hour, up to three times per week site visits terms in the Agreement.

Ms. Thomas noted improvements in the CDD's appearance, the budget and how much more the CDD and HOA are working together since engaging UNUS Property Management a year ago. She expects the budget to increase 3%, 5% or 7% in Fiscal Year 2027 since most of the difficult work was completed.

Discussion ensued regarding proposals to purchase and install signage; the additional benefits of the CDD engaging a Professional knowledgeable of the procurement process, and options to keep the Agreement in place, engage another vendor or start negotiations with the HOA.

Mr. De Maqua left the meeting at 5:29 p.m.

In response to a question, Mr. George opined that the current terms in the contract are sufficient.

Discussion ensued regarding Mr. Castro emailing a monthly report going forward, Board Members contacting Mr. Castro or Ms. Thomas first with requests instead of District Counsel, the District Engineer, all of which incur fees, and the contractor performing irrigation wet checks.

Mr. De Maqua returned to the meeting at 5:38 p.m.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-07, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Ms. Thomas presented Resolution 2025-07. She reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any changes.

Discussion ensued regarding the two bond notes and when re-financing can occur, property insurance for vertical CDD assets, conveying the fourth mail box and checking the Statutes to determine if the CDD is required to install floating devices in the lakes.

Ms. Jim asked for a copy of the insurance invoice.

Mr. Finol left the meeting at 6:14 p.m.

The following items were discussed:

➤ Presenting proposals for conservation management services to replace Allstate, due to duplicate invoicing.

➤ The BrightView Landscape & Irrigation Services Agreement will be emailed to the Board to review and consider rebidding the contract to potentially include canopy trimming services.

➤ The public records request regarding missing pedestrian crosswalk signage from Dade County is pending, as the City of Doral has no recording on a certificate of completion.

➤ Mr. Castro is preparing a Report identifying which CDD signage exceeded its lifespan.

Ms. Thomas stated she will ask the contractor to extend the pressure washing contract to Fiscal Year 2027.

➤ The September 17, 2025 meeting will be changed to September 12, 2025.

The following changes will be made to the proposed Fiscal Year 2026 budget:

Page 2 "Annual permits" line item: Change \$3,500 to \$4,650

Page 2 "Holiday Lights" line item: Change \$30,000 to the Final Invoice Amount and reassign remaining funds to the "Contingencies" line item

The overall changes result in the O&M Assessments increasing from \$342.84 in Fiscal Year 2025 to \$599.64 in Fiscal Year 2026, which is an overall increase of about \$258 per unit.

On MOTION by Mr. Torres and seconded by Mr. Finol, with all in favor, Resolution 2025-07, Approving a Proposed Budget for Fiscal Year 2025/2026, as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for September 12, 2025 at 4:00 p.m., at the Landmark Clubhouse, 10220 NW 66th Street, Doral, Florida 33178; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2025-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

On MOTION by Mr. Torres and seconded by Mr. Finol, with all in favor, Resolution 2025-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date, was adopted.

ELEVENTH ORDER OF BUSINESS

Consent Agenda Items (5 minutes)

- A. Acceptance of Unaudited Financial Statements as of March 31, 2025
- B. Approval of April 16, 2025 Regular Meeting Minutes

On MOTION by Mr. Torres and seconded by Mr. Finol, with all in favor, the Unaudited Financial Statements as of March 31, 2025 and the April 16, 2025 Regular Meeting Minutes, as presented, were accepted and approved, respectively.

TWELFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

- Conveyance of Mailbox Structures from HOA to CDD

This item was discussed earlier in the meeting.

Mr. George stated this is his last meeting, as he and his wife are moving.

- B. District Engineer: Alvarez Engineers, Inc.

Mr. Camacho provided the following updates:

I. Project Updates

- **NW 104 Path Lighting**

Mr. Camacho stated that Florida Power & Light (FPL) is waiting to award the contract and will subsequently hold a pre-construction meeting.

- **NW 66 St Median Lighting**

Mr. Camacho stated the underground electrical work passed inspection. He discussed pending work and will schedule the public works final walkthrough once the area is restored. He is meeting with the public works inspector onsite tomorrow to discuss the sinkhole.

- **Raptor Vac French Drain Extension**

This item was discussed during the Eight Order of Business.

II. Update: Developer Response Regarding Missing Pedestrian Crosswalk Signage

This item was discussed during the Ninth Order of Business.

C. Field Operations Manager: UNUS Property Management, LLC

This item was discussed during the Fifth Order of Business.

D. District Manager: Wrathell, Hunt and Associates, LLC

- **FY2026 Projects**

Ms. Thomas stated this item will remain on the agenda until the new Fiscal Year.

- **NEXT MEETING DATE: June 18, 2025 at 4:00 P.M.**

- **QUORUM CHECK**

The next meeting will be on June 18, 2025, unless cancelled.

THIRTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FOUTEENTH ORDER OF BUSINESS

Supervisors' Requests

There were no Supervisors' requests.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Torres and seconded by Mr. Finol, with all in favor, the meeting adjourned at 7:10 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

A

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: June 30, 2025

RE: 2025 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2025 – 195, Laws of Florida (SB 268). The legislation creates a new public records exemption under section 119.071(4)(d)6., F.S., for certain personal identifying and locating information of specified state and local officials, members of Congress, and their family members. Specifically, the exemption applies to the partial home addresses and telephone numbers of current congressional members, public officers, their adult children and spouses. To assert the exemption, the public officer or congressional member, their family members, or employing agencies must submit a written, notarized request to each agency holding the information, along with documentation verifying the individual's eligibility. Custodians of records must maintain the exemption until the qualifying condition no longer exists.

The legislation narrows the definition of "public officer" to include only the Governor, Lieutenant Governor, Chief Financial Officer, Attorney General, or Commissioner of Agriculture; as well as a state senator or representative, property appraiser, supervisor of elections, school superintendent, city or county commissioner, school board member, or mayor. This exemption applies to information held before, on, or after July 1, 2025. It is subject to the Open Government Sunset Review Act and will automatically repeal on October 2, 2030, unless reenacted by the Legislature. The effective date of this act is July 1, 2025.

While the new exception is not specifically applicable to a member of a Community Development District ("CDD") board of supervisors, if any board members or related officials fall within this definition of a "public officer" who has asserted the exception, the CDD must protect the partial home addresses and telephone numbers of these individuals, as well as similar information about their spouses and adult children. CDDs will need to update their public records procedures to verify and process these requests to ensure exempt information is withheld.

2. Chapter 2025 – 174, Laws of Florida (HB 669). The legislation prohibits a local government’s¹ investment policy from requiring a minimum bond rating for any category of bond that is explicitly authorized in statute to include unrated bonds. Current law permits local governments to invest in unrated bonds issued by the government of Israel. The bill ensures that investment policies do not impose additional rating requirements that conflict with this statutory authorization. The effective date of this act is July 1, 2025.

This law prevents a CDD from imposing stricter bond rating requirements in their investment policies than those allowed by state law. Specifically, if state law authorizes investment in certain unrated bonds, such as those issued by the government of Israel, a CDD cannot require a minimum bond rating for these bonds in its investment guidelines. CDDs must align their investment policies with statutory permissions, allowing investment in authorized unrated bonds without additional rating restrictions.

3. Chapter 2025 – 189, Laws of Florida (SB 108). The legislation makes significant amendments to the Administrative Procedure Act (APA), revising rulemaking procedures, establishing a structured rule review process, and changing public notice requirements.

New Timelines and Notice Requirements:

- Agencies must publish a notice of intended agency action within 90 days of the effective date of legislation delegating rulemaking authority.
- Notices of proposed rulemaking must now include the proposed rule number, and at least seven days must separate the notice of rule development from proposed rule publication.
- Agencies must electronically publish the full text of any incorporated material in a text-searchable format and use strikethrough/underline formatting to show changes.

This legislation applies to CDDs that exercise rulemaking authority under Chapter 120, Florida Statutes. Under the new requirements, CDDs must publish a notice of intended agency action within 90 days after the effective date of any legislation granting them rulemaking authority. When proposing new rules, CDDs must now include the proposed rule number in the notice, allow at least seven (7) days between publishing the notice of rule development and the proposed rule itself, and electronically publish the full text of any incorporated materials in a searchable format. All changes must be shown using strikethrough and underline formatting. CDDs subject to the APA should review their procedures to ensure timely and compliant publication moving forward.

Section 120.5435, F.S., governing the rule review process sunsets on July 1, 2032, unless reenacted. The effective date of this act is July 1, 2025.

4. Chapter 2025 – 85, Laws of Florida (SB 348). The legislation amends the Code of Ethics to establish a new “stolen valor” provision and expands enforcement mechanisms for collecting unpaid ethics penalties. The bill creates section 112.3131, F.S., which prohibits candidates, elected or appointed public officers, and public employees from knowingly making

¹ A “unit of local government” is defined any county, municipality, special district, school district, county constitutional officer, authority, board, public corporation, or any other political subdivision of the state. Section 218.403(11), F.S.

fraudulent representations relating to military service for the purpose of material gain. Prohibited conduct includes falsely claiming military service, honors, medals, or qualifications, or unauthorized wearing of military uniforms or insignia. An exception is provided for individuals in the theatrical profession during a performance. Violations are subject to administrative penalties under section 112.317, F.S., and may also be prosecuted under other applicable laws.

In addition, the legislation amends section 112.317(2), F.S., to authorize the Attorney General to pursue wage garnishment for unpaid civil or restitution penalties arising from ethics violations. A penalty becomes delinquent if unpaid 90 days after imposition. If the violator is a current public officer or employee, the Attorney General must notify the Chief Financial Officer or applicable governing body to initiate withholding from salary-related payments, subject to a 25 percent cap or the maximum allowed by federal law. Agencies may retain a portion of withheld funds to cover administrative costs. The act also authorizes the referral of delinquent penalties to collection agencies and establishes a 20-year statute of limitations for enforcement. The effective date of this act is July 1, 2025.

This law applies directly to CDDs because CDD board members and employees are classified as public officers and public employees under Florida law. As such, CDD officials are prohibited from knowingly making fraudulent claims regarding military service or honors for material gain under the new “stolen valor” provision. Additionally, the law enhances enforcement tools for unpaid ethics penalties, allowing for wage garnishment, salary withholding, and referrals to collection agencies. CDDs must ensure that their officials and staff comply with these ethics requirements and be prepared to cooperate with enforcement actions beginning July 1, 2025.

5. Chapter 2025 – 164, Laws of Florida (SB 784). The legislation amends section 177.071, F.S., to require that local governments review and approve plat and replat submittals through an administrative process, without action by the governing body. Local governments must designate by ordinance an administrative authority to carry out this function. The administrative authority must (1) acknowledge receipt of a submittal in writing within seven days, identify any missing documentation and provide details on the applicable requirements and review timeframe. Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe provided in the initial notice. Any denial must include a written explanation citing specific unmet requirements. The authority or local government may not request or require an extension of time. The effective date of this act is July 1, 2025.

While this law does not apply directly to CDDs, as they do not have plat approval authority, it is relevant to developer-controlled CDD boards involved in the land entitlement process. Plat and replat approvals will now be handled through an administrative process by the city or county, rather than by governing body action. Local governments must designate an administrative authority by ordinance and follow strict requirements for written acknowledgment, completeness review, and decision-making timelines. Any denial must include a written explanation citing specific deficiencies, and extensions cannot be requested by the reviewing authority.

6. Chapter 2025 – 140, Laws of Florida (HB 683). The legislation includes several revisions related to local government contracting, public construction bidding, building permitting, and professional certification. It also requires the Department of Environmental Protection to adopt

minimum standards for the installation of synthetic turf on residential properties. Upon adoption, the law prohibits local governments from enforcing ordinances or policies that are inconsistent with those standards.

The act requires local governments to approve or deny a contractor's change order price quote within 35 days of receipt. If denied, the local government must identify the specific deficiencies in the quote and the corrective actions needed. These provisions may not be waived or modified by contract. The law prohibits the state and its political subdivisions from penalizing or rewarding a bidder for the volume of construction work previously performed for the same governmental entity. With respect to building permits, the act prohibits local building departments from requiring a copy of the contract between a builder and a property owner or any related documentation, such as cost breakdowns or profit statements, as a condition for applying for or receiving a permit. The act also allows private providers to use software to review certain building plans and reduces the timeframe within which building departments must complete the review of certain permit applications.

CDDs must follow the new requirements for contractor's change order timelines, restrictions on permit-related documentation, and procurement practices.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

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**FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT (the “Fourth Amendment”) is entered into as of the ____ day of _____, 2024 (the “Effective Date”), by and between:

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Doral, Miami-Dade County, Florida, and with offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”),

and

MIAMI ENVIRONMENTAL & CIVIL ENGINEERING, LLC, a Florida limited liability company, d/b/a **MEC ENGINEERING**, whose mailing address is 2828 Coral Way, Suite 530, Coral Gables, Florida 33145 (the “Consultant”).

WITNESSETH:

WHEREAS, Consultant and District entered into a Consulting Services Agreement effective April 1, 2024 (the “Agreement”), and

WHEREAS, Consultant and District have agreed to amend the Agreement to provide additional services to those Services provided for in the Agreement (the “Additional Services”), which Additional Services (required by DERM as outlined in its July 25, 2024 letter), and the compensation to be provided therefor, are more particularly described in the Consultant’s Proposal dated September 12, 2024, attached hereto and made a part hereof as Exhibit A-1 (the “Additional Services Proposal”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The parties agree that the foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

SECTION 2. The Services to be performed under the Agreement are hereby supplemented with those Additional Services and work more particularly described in the Additional Services Proposal. Compensation for said additional services and work shall be as is more particularly set forth in the Additional Services Proposal but shall not exceed **\$21,500.00**.

SECTION 3. Except as otherwise set forth in this First Amendment, all other terms of the original Agreement between the parties are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the parties execute this First Amendment and further agree that it shall take effect as of the Effective Date.

Attest:

**LANDMARK AT DORAL COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

By: _____

Print name: _____
Chair/Vice-Chair

_____ day of _____, 2024

**MIAMI ENVIRONMENTAL & CIVIL
ENGINEERING, LLC.,** a Florida limited liability
company, d/b/a **MEC ENGINEERING**

Brandon Leon
Brandon Leon
Print Name

By: Jeffrey Thompson
Name: Jeffrey Thompson
Title: President

Olga Rochn.
Olga Rochn.
Print Name

18th day of September, 2024

(CORPORATE SEAL)

Exhibit A-1

Additional Services Proposal

September 12, 2024

Landmark at Doral Community Development District
Attn: Daniel Rom, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**Subject: Proposal for Continuing Environmental Consulting Services
Additional Groundwater Assessment**

**Re: Landmark at Doral Lakefill (SW-1656)
Northwest of NW 102nd Ave & NW 66th Street, Miami, Florida**

Dear Mr. Rom:

MEC Engineering (MEC) appreciates the opportunity to provide the Landmark at Doral Community Development District (Client) with this proposal for continuing environmental engineering consulting services for the referenced site (Site).

BACKGROUND

Numerous environmental site assessments have been completed for the Site associated with the previous lakefill permit. The latest site assessment shows that iron concentrations in groundwater exceed applicable standards and have not been fully delineated.

MEC submitted an Iron in Groundwater Background Study for the Site. DERM provided comments in correspondence dated July 25, 2024, requiring additional site assessment and reporting.

SCOPE OF SERVICES

TASK 1 – FIRST ADDITIONAL QUARTERLY SAMPLING EVENT

MEC will respond to DERM's latest correspondence with an additional assessment plan. The plan will propose completing two more quarterly groundwater sampling events and evaluating that data to propose additional groundwater monitoring well locations, if applicable.

Under this Task, MEC will complete the first of the two additional quarterly assessments. This will include:

- Collecting groundwater samples from all the existing Site wells that are in-tact (up to 14) for Iron.

- Surveying the top of well casing show groundwater contours, per DERM's latest letter's requirements
- Providing a site assessment report addendum, including iso-concentration contour maps and groundwater contour maps

TASK 2 – SECOND ADDITIONAL QUARTERLY SAMPLING EVENT

Under this Task, MEC will complete the second of the two additional quarterly assessments. This will include:

- Collecting groundwater samples from all the existing Site wells that are in-tact (up to 14) for Iron.
- Providing a site assessment report addendum, including iso-concentration contour maps and groundwater contour maps
- Meet with DERM to discuss and collaborate on additional assessment that may be required based on the results of the additional two quarterly sampling events
- Providing a proposed additional assessment plan for DERM approval, possibly including offsite groundwater monitoring wells in the right-of-way and/or adjoining properties.

TASK 3 – CONTINGENCY MONITORING WELL INSTALL

During the last groundwater sampling event for the Site in January 2023, monitoring well MW-8 could not be found, which is a critical well for to establish acceptable boundary conditions for the Site. Therefore, if this well cannot be found, MEC will reinstall a similar shallow groundwater monitoring well under this contingency Task and sample it in the two proposed additional quarterly sampling events.

FEE

MEC will complete the scope of services for a fixed fee per task as follows:

TASK 1 – FIRST ADDITIONAL QUARTERLY SAMPLING EVENT.....	\$10,000
TASK 2 – SECOND ADDITIONAL QUARTERLY SAMPLING EVENT.....	\$6,000
TASK 3 – CONTINGENCY MONITORING WELL INSTALL.....	\$5,500
TOTAL.....	\$21,500

Invoices will be submitted periodically on a percent complete basis.

ASSUMPTIONS AND LIMITATIONS

1. The scope of work only includes activities specifically described herein.
2. DERM or other agency fees are not included and will be paid directly by the Client or others.

SCHEDULE

MEC will provide a respond to DERM per the September 30, 2024, deadline provided in their July 25, 2024, letter. The remaining services will be completed in accordance with the timeline approved by DERM.

CLOSING

MEC sincerely appreciates the opportunity to assist you with these projects and looks forward to working with you. Please issue a Consulting Services Agreement for the proposed services to indicate your acceptance of this proposal and the attached Terms and Conditions. MEC will proceed with this project upon receipt of a signed agreement.

Please contact me by email at jeff@mec-e.com or phone at (786) 999-3568 if you have any questions or require additional information.

Sincerely,



Jeffrey P. Thompson, P.E.
President

MEC ENGINEERING GENERAL TERMS AND CONDITIONS

- a) As used herein, "MEC Engineering" shall refer to Miami Environmental & Civil Engineering, LLC
- b) Invoices prepared by MEC Engineering are due and payable upon receipt. Payments due MEC Engineering under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after receipt of invoice.
- c) Client agrees to pay all costs and expenses of MEC Engineering, including reasonable attorneys' fees, arising out of or in connection with enforcement of this Agreement, including collection of amounts for which Client is responsible under this Agreement
- d) This Agreement may be terminated by either party upon 15 days' written notice to the other party. Upon termination, MEC Engineering shall be paid for all services rendered to the date of termination together with any termination expenses incurred.
- e) Unless expressly stated therein, the Scope of Services does not include testimony or responding to subpoenas or other legal orders requiring production of records or testimony. In the event MEC Engineering receives a subpoena or other legal order for the production of project records or testimony related to the Scope of Services or other work for Client, MEC Engineering will be compensated by Client at a rate of \$200/hour plus expenses.
- f) All reports, drawings, renderings, source and object code, software, data and other works and documents prepared by MEC Engineering under this Agreement, and all intellectual property rights in the same, shall be owned exclusively by MEC Engineering.
- g) Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself and its successors, administrators and assigns to the other party under this Agreement.
- h) The parties agree that the total liability of MEC Engineering under this Agreement and for the project shall be limited to the greater of \$50,000 or the amount of MEC Engineering' total fees hereunder, unless Client pays for the assumption of additional liability by MEC Engineering as a separate line item.
- i) Unless otherwise expressly stated in the Scope of Services, MEC Engineering shall have no responsibility for site health and safety, except with respect to the activities of MEC Engineering and its subcontractors. In no event shall MEC Engineering be responsible for the means, methods or manner of performance of any persons other than MEC Engineering and its subcontractors.
- j) Client agrees that MEC Engineering will not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the sole negligence of MEC Engineering or its subcontractors. The Client either will make others responsible for liabilities due to such conditions, or will indemnify, defend and save harmless MEC Engineering from such liabilities. At no time shall title to hazardous substances, solid wastes, petroleum contaminated soil or other regulated substances pass to MEC Engineering, nor shall any provision of this Agreement be interpreted to permit or obligate MEC Engineering to assume the status of a "generator," "owner," "operator," "transporter," "arranger" or "treatment, storage or disposal facility" under state or federal law. The provisions of this Article j shall survive any termination of this Agreement. Client authorizes MEC Engineering to act as its agent for Services related to the handling and disposal of any materials.
- k) MEC Engineering shall be entitled to rely on information provided by Client. MEC Engineering shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by Client, or differ from what could reasonably be anticipated given the nature of the Services.

Table 1 - Historical Groundwater Analytical Results

Site Assessment Report Addendum

Landmark

Northwest of NW 102nd Ave NW 66th Street Doral, FL 33178

Sample ID	Date	Iron
		(µg/L)
MW-1	09/09/2019	423
	02/04/2021	2,040
	11/09/2021	1,020
	01/05/2023	4,000 V
	02/24/2025	1,880
MW-2	09/09/2019	6,300
	02/04/2021	15,500
	02/25/2025	4,130
MW-3	09/09/2019	2,920
	02/05/2021	2,500
	01/09/2023	120 I
	02/25/2025	1,350
MW-4	09/09/2019	15,900
	02/05/2021	2,200
	01/06/2023	2,200 V
	02/25/2025	2,220
DMW-5R	01/10/2020	38,300
	01/20/2020	38,500 M6
	02/04/2021	45,000
	01/09/2023	37,000
	02/24/2025	40,000
MW-5	01/10/2020	3,420
	02/04/2021	2,520
	01/06/2023	3,100 V
	02/24/2025	1,080
MW-6*	01/10/2020	284
	02/04/2021	405
	01/09/2023	670
MW-7	01/10/2020	8,620 J(M1)
	02/05/2021	13,900
	01/05/2023	3,800 V
	02/24/2025	5,010
MW-8	08/20/2020	498
	02/05/2021	72.1
	02/24/2025	176.0
MW-8I	11/09/2021	48,700
	01/06/2023	54,000 V
	02/25/2025	35,300
DMW-6	02/04/2021	54,400
	01/06/2023	46,000 V
	02/24/2025	48,900
DMW-6D	12/02/2021	860
	07/12/2022	1,800
	01/06/2023	1,000 V
	02/24/2025	799

Table 1 - Historical Groundwater Analytical Results

Site Assessment Report Addendum

Landmark

Northwest of NW 102nd Ave NW 66th Street Doral, FL 33178

DMW-7	02/05/2021	35,700
	01/05/2023	41,000 V
	02/25/2025	6,820
DMW-8*	02/05/2021	312
	01/09/2023	18,000
MW-9I	03/06/2023	910
	02/25/2025	452
GCTL		300
NADC		3000

Notes:

- All units reported in ug/L
- GCTLs and NADCs as per Miami-Dade County Chapter 62-777, F.A.C.
- **Bold:** GCTL or NADC exceedance
- Highlighted results indicate that the results are above background levels.
- "I": Concentration between MDL and PQL
- "*": Indicated the monitoring well was not located during this event

Table 2 - Well Summary
Site Assessment Report Addendum
Landmark
Northwest of NW 102nd Ave NW 66th Street Doral, FL 33178

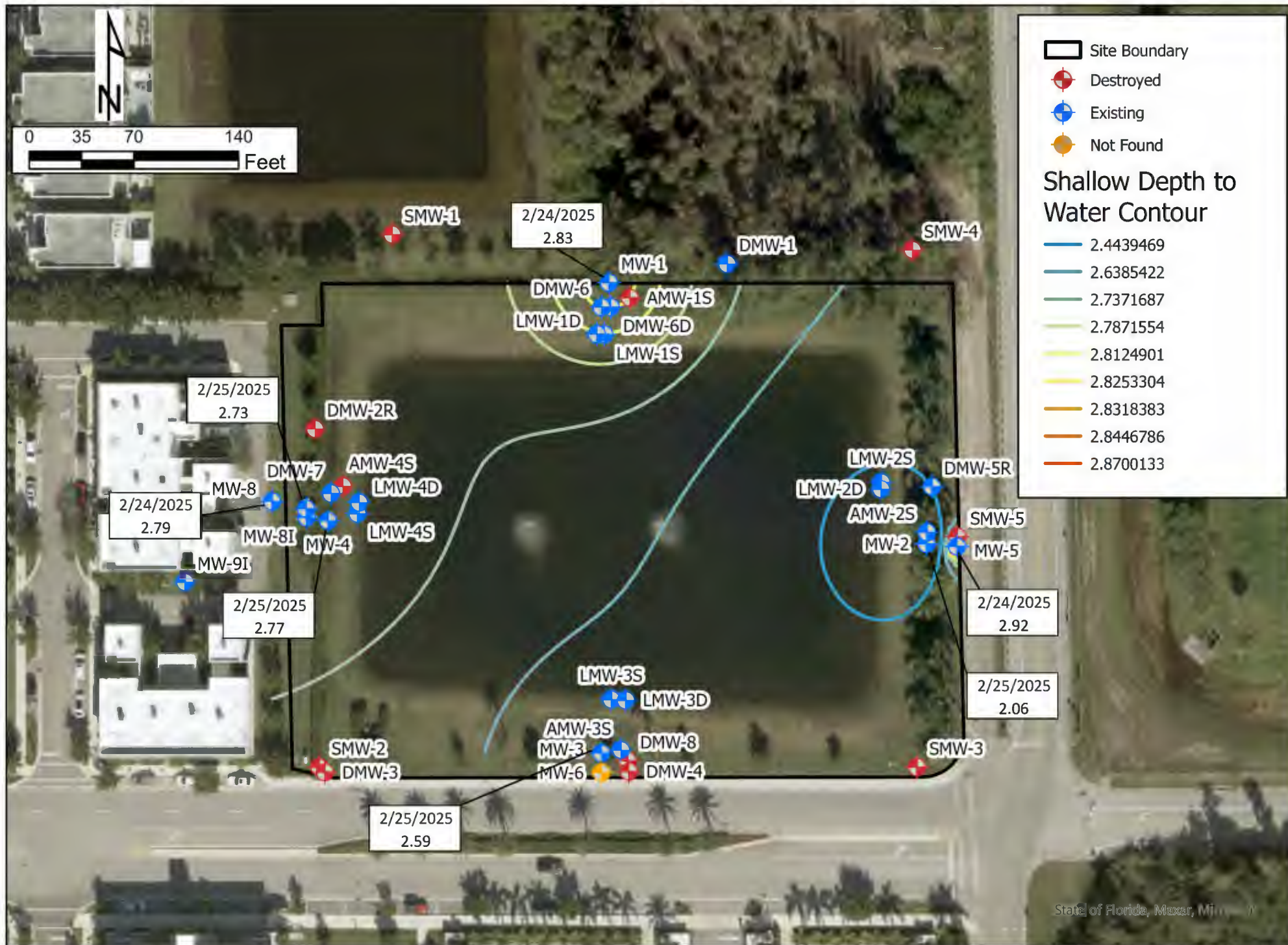
Well ID	Total Depth (feet)	Screen Length (ft.)	Screen Interval (ft.)	Diameter	Date of DTW	DTW (ft.)	TOC Elevation (ft-NGVD29)	Groundwater Elevation (ft-NGVD29)
AMW-1S	15	10	5-15	1.50	NA	NA	NA	NA
AMW-2S	15	10	5-15	1.50	NA	NA	NA	NA
AMW-3S	15	10	5-15	1.50	NA	NA	NA	NA
AMW-4S	15	10	5-15	1.50	NA	NA	NA	NA
SMW-1	15	10	5-15	2.00	NA	NA	NA	NA
DMW-1	29	10	19-29	2.00	NA	NA	NA	NA
SMW-2	15	10	5-15	2.00	NA	NA	NA	NA
DMW-2R	25	5	20-25	2.00	NA	NA	NA	NA
SMW-3	13	10	3-13	2.00	NA	NA	NA	NA
DMW-3	25	5	20-25	2.00	NA	NA	NA	NA
SMW-4	15	10	5-15	2.00	NA	NA	NA	NA
DMW-4	26	10	16-26	2.00	NA	NA	NA	NA
SMW-5	18	10	8-18	2.00	NA	NA	NA	NA
DMW-5R	30.0	5	25-30	2.00	2/24/2025	4.55	7.47	2.92
LMW-1S	15	10	5-15	2.00	NA	NA	NA	NA
LMS-1D	28	5	23-28	2.00	NA	NA	NA	NA
LMW-2S	17	10	7-17	2.00	NA	NA	NA	NA
LMW-2D	30	5	25-30	2.00	NA	NA	NA	NA
LMW-3S	17	10	7-17	2.00	NA	NA	NA	NA
LMW-3D	29	5	24-29	2.00	NA	NA	NA	NA
LMW-4S	15	10	5-15	2.00	NA	NA	NA	NA
LMW-4D	26	5	21-26	2.00	NA	NA	NA	NA
DMW-6	31	5	26-31	1.50	2/24/2025	5.7	NA	NA
DMW-6D	58	5	53-58	2.00	2/24/2025	8.26	NA	NA
DMW-7	28.0	5	23-28	2.00	2/25/2025	4.3	NA	NA
MW-1	18.3	10	8.3-18.3	2	2/24/2025	9.49	12.32	2.83
MW-2	20.0	15	5-20	2	2/25/2025	9.76	11.82	2.06
MW-3	15.3	10	5.3-15.3	2	2/25/2025	9.11	11.70	2.59
MW-4	15.3	10	5.3-15.3	2	2/25/2025	7.31	10.08	2.77
MW-5	13.0	10	3-13	2	2/24/2025	4.90	7.82	2.92
MW-6	13.0	10	3-13	2	NA	NA	7.73	NA
MW-7	12.0	10	2-12	2	2/25/2025	3.95	6.68	2.73
MW-8	12.0	10	2-12	2	2/24/2025	4.50	7.29	2.79
MW-8I	30.0	5	25-30	1.5	2/25/2025	4.00	NA	NA
DMW-8	33.0	5	28-33	2	NA	NA	NA	NA
MW-9I	30.0	5	25-30	1.5	2/25/2025	5.07	NA	NA
Staff Gauge	NA	NA	NA	NA	NA	NA	7.76	NA

Notes:
DTW = Depth to Water
-- = Not Collected
NGVD29 = National Geodetic Vertical Datum 1929 Total depth references the depth below top of casing TOC = Top of casing
ft= feet

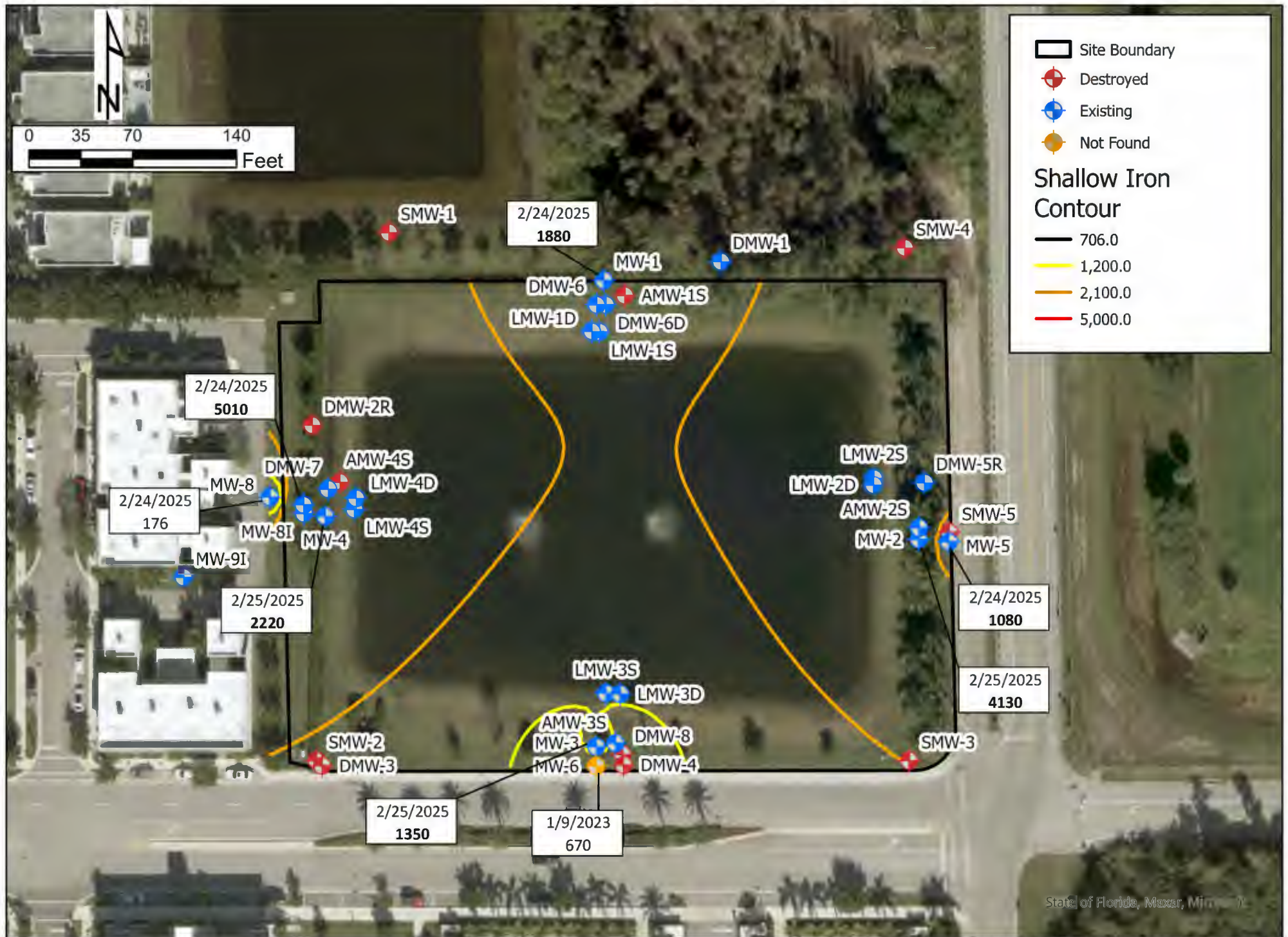
Existing Well

Destroyed Well

Well Not Found



State of Florida, Maxar, Miami



State of Florida, Maxar, MJD



March 06, 2025

Jeff Thompson
Miami Environmental & Civil Engineering
2828 Coral Way
Suite 530
Miami, FL 33145

RE: Project: Landmark
Pace Project No.: 35939475

Dear Jeff Thompson:

Enclosed are the analytical results for sample(s) received by the laboratory on February 26, 2025. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Ormond Beach

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Yvette Prieto
yvette.prieto@pacelabs.com
(813)881-9401
Project Manager

Enclosures

cc: Evan Darpini
Gustavo Mendez, MEC-Miami Environmental & Civil
Engineering



REPORT OF LABORATORY ANALYSIS

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CERTIFICATIONS

Project: Landmark
Pace Project No.: 35939475

Pace Analytical Services Ormond Beach

8 East Tower Circle, Ormond Beach, FL 32174
Alaska DEC- CS/UST/LUST
Alabama Certification #: 41320
California Certification# 3096
Colorado Certification: FL NELAC Reciprocity
Connecticut Certification #: PH-0216
Delaware Certification: FL NELAC Reciprocity
DoD-ANAB #:ADE-3199
Florida Certification #: E83079
Georgia Certification #: 955
Guam Certification: FL NELAC Reciprocity
Hawaii Certification: FL NELAC Reciprocity
Illinois Certification #: 200068
Indiana Certification: FL NELAC Reciprocity
Kansas Certification #: E-10383
Kentucky Certification #: 90050
Louisiana Certification #: FL NELAC Reciprocity
Louisiana Environmental Certificate #: 05007
Maine Certification #: FL01264
Maryland Certification: #346
Massachusetts Certification #: M-FL1264
Michigan Certification #: 9911
Mississippi Certification: FL NELAC Reciprocity
Missouri Certification #: 236

Montana Certification #: Cert 0074
Nebraska Certification: NE-OS-28-14
Nevada Certification: FL NELAC Reciprocity
New Hampshire Certification #: 2958
New Jersey Certification #: FL022
New York Certification #: 11608
North Carolina Environmental Certificate #: 667
North Carolina Certification #: 12710
North Dakota Certification #: R-216
Ohio DEP 87780
Oklahoma Certification #: D9947
Pennsylvania Certification #: 68-00547
Puerto Rico Certification #: FL01264
South Carolina Certification: #96042001
Tennessee Certification #: TN02974
Texas Certification: FL NELAC Reciprocity
US Virgin Islands Certification: FL NELAC Reciprocity
Utah
Utah FL NELAC Reciprocity
Virginia Environmental Certification #: 460165
West Virginia Certification #: 9962C
Wisconsin Certification #: 399079670
Wyoming (EPA Region 8): FL NELAC Reciprocity

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SAMPLE SUMMARY

Project: Landmark

Pace Project No.: 35939475

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35939475001	MW-5	Water	02/24/25 10:18	02/26/25 17:10
35939475002	DMW-5R	Water	02/24/25 10:45	02/26/25 17:10
35939475003	MW-1	Water	02/24/25 12:14	02/26/25 17:10
35939475004	DMW-6D	Water	02/24/25 12:53	02/26/25 17:10
35939475005	DMW-6	Water	02/24/25 13:45	02/26/25 17:10
35939475006	MW-8	Water	02/24/25 14:37	02/26/25 17:10
35939475007	MW-9I	Water	02/25/25 09:25	02/26/25 17:10
35939475008	MW-8I	Water	02/25/25 10:25	02/26/25 17:10
35939475009	MW-7	Water	02/25/25 11:21	02/26/25 17:10
35939475010	MW-3	Water	02/25/25 12:20	02/26/25 17:10
35939475011	MW-2	Water	02/25/25 14:15	02/26/25 17:10
35939475012	MW-4	Water	02/25/25 14:53	02/26/25 17:10
35939475013	MW-7	Water	02/25/25 15:58	02/26/25 17:10

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SAMPLE ANALYTE COUNT

Project: Landmark
Pace Project No.: 35939475

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35939475001	MW-5	EPA 6010	JMP2	1	PASI-O
35939475002	DMW-5R	EPA 6010	AF	1	PASI-O
35939475003	MW-1	EPA 6010	AF	1	PASI-O
35939475004	DMW-6D	EPA 6010	AF	1	PASI-O
35939475005	DMW-6	EPA 6010	AF	1	PASI-O
35939475006	MW-8	EPA 6010	AF	1	PASI-O
35939475007	MW-9I	EPA 6010	AF	1	PASI-O
35939475008	MW-8I	EPA 6010	AF	1	PASI-O
35939475009	MW-7	EPA 6010	AF	1	PASI-O
35939475010	MW-3	EPA 6010	AF	1	PASI-O
35939475011	MW-2	EPA 6010	AF	1	PASI-O
35939475012	MW-4	EPA 6010	AF	1	PASI-O
35939475013	MW-7	EPA 6010	AF	1	PASI-O

PASI-O = Pace Analytical Services - Ormond Beach

REPORT OF LABORATORY ANALYSIS

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PROJECT NARRATIVE

Project: Landmark
Pace Project No.: 35939475

Method: EPA 6010
Description: 6010 MET ICP
Client: MEC-Miami Environmental & Civil Engineering
Date: March 06, 2025

General Information:

13 samples were analyzed for EPA 6010 by Pace Analytical Services Ormond Beach. All samples were received in acceptable condition with any exceptions noted below or on the chain-of custody and/or the sample condition upon receipt form (SCUR) attached at the end of this report.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Sample Preparation:

The samples were prepared in accordance with EPA 3010 with any exceptions noted below.

Initial Calibrations (including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank, where applicable, with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

Additional Comments:

This data package has been reviewed for quality and completeness and is approved for release.

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: MW-5		Lab ID: 35939475001		Collected: 02/24/25 10:18		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP		Analytical Method: EPA 6010 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach							
Iron	1080	ug/L	40.0	25.0	1	02/28/25 05:48	03/05/25 14:59	7439-89-6	

REPORT OF LABORATORY ANALYSIS



ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: DMW-5R		Lab ID: 35939475002		Collected: 02/24/25 10:45		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP		Analytical Method: EPA 6010 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach							
Iron	40000	ug/L	200	125	5	02/28/25 05:48	03/05/25 17:46	7439-89-6	

REPORT OF LABORATORY ANALYSIS



ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: MW-1		Lab ID: 35939475003		Collected: 02/24/25 12:14		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP		Analytical Method: EPA 6010 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach							
Iron	1880	ug/L	40.0	25.0	1	02/28/25 05:48	03/05/25 17:51	7439-89-6	

REPORT OF LABORATORY ANALYSIS



ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: DMW-6D		Lab ID: 35939475004		Collected: 02/24/25 12:53		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP		Analytical Method: EPA 6010 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach							
Iron	799	ug/L	40.0	25.0	1	02/28/25 05:48	03/05/25 17:55	7439-89-6	

REPORT OF LABORATORY ANALYSIS



ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: DMW-6		Lab ID: 35939475005		Collected: 02/24/25 13:45		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP		Analytical Method: EPA 6010 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach							
Iron	48900	ug/L	200	125	5	02/28/25 05:48	03/05/25 18:00	7439-89-6	

REPORT OF LABORATORY ANALYSIS



ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: MW-8		Lab ID: 35939475006		Collected: 02/24/25 14:37		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP									
Analytical Method: EPA 6010 Preparation Method: EPA 3010									
Pace Analytical Services - Ormond Beach									
Iron	176	ug/L	40.0	25.0	1	02/28/25 05:48	03/05/25 18:05	7439-89-6	

REPORT OF LABORATORY ANALYSIS



ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: MW-9I		Lab ID: 35939475007		Collected: 02/25/25 09:25		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP		Analytical Method: EPA 6010 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach							
Iron	452	ug/L	40.0	25.0	1	02/28/25 05:48	03/05/25 18:09	7439-89-6	

REPORT OF LABORATORY ANALYSIS



ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: MW-8I		Lab ID: 35939475008		Collected: 02/25/25 10:25		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP		Analytical Method: EPA 6010 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach							
Iron	35300	ug/L	200	125	5	02/28/25 05:48	03/05/25 18:14	7439-89-6	

REPORT OF LABORATORY ANALYSIS



ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: MW-7		Lab ID: 35939475009		Collected: 02/25/25 11:21		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP									
Analytical Method: EPA 6010 Preparation Method: EPA 3010									
Pace Analytical Services - Ormond Beach									
Iron	5010	ug/L	40.0	25.0	1	02/28/25 05:48	03/05/25 18:19	7439-89-6	

REPORT OF LABORATORY ANALYSIS



ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: MW-3		Lab ID: 35939475010		Collected: 02/25/25 12:20		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP		Analytical Method: EPA 6010 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach							
Iron	1350	ug/L	40.0	25.0	1	02/28/25 05:48	03/05/25 18:23	7439-89-6	

REPORT OF LABORATORY ANALYSIS



ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: MW-2		Lab ID: 35939475011		Collected: 02/25/25 14:15		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP		Analytical Method: EPA 6010 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach							
Iron	4130	ug/L	200	125	5	02/28/25 05:48	03/05/25 18:28	7439-89-6	

REPORT OF LABORATORY ANALYSIS



ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: MW-4		Lab ID: 35939475012		Collected: 02/25/25 14:53		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP		Analytical Method: EPA 6010 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach							
Iron	2220	ug/L	40.0	25.0	1	02/28/25 05:48	03/05/25 18:42	7439-89-6	

REPORT OF LABORATORY ANALYSIS



ANALYTICAL RESULTS

Project: Landmark
Pace Project No.: 35939475

Sample: MW-7		Lab ID: 35939475013		Collected: 02/25/25 15:58		Received: 02/26/25 17:10		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP		Analytical Method: EPA 6010 Preparation Method: EPA 3010 Pace Analytical Services - Ormond Beach							
Iron	6820	ug/L	40.0	25.0	1	02/28/25 05:48	03/05/25 18:47	7439-89-6	

REPORT OF LABORATORY ANALYSIS



QUALITY CONTROL DATA

Project: Landmark
Pace Project No.: 35939475

QC Batch:	1080475	Analysis Method:	EPA 6010
QC Batch Method:	EPA 3010	Analysis Description:	6010 MET
		Laboratory:	Pace Analytical Services - Ormond Beach
Associated Lab Samples:	35939475001, 35939475002, 35939475003, 35939475004, 35939475005, 35939475006, 35939475007, 35939475008, 35939475009, 35939475010, 35939475011, 35939475012, 35939475013		

METHOD BLANK:	5930614	Matrix:	Water
Associated Lab Samples:	35939475001, 35939475002, 35939475003, 35939475004, 35939475005, 35939475006, 35939475007, 35939475008, 35939475009, 35939475010, 35939475011, 35939475012, 35939475013		

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Iron	ug/L	25.0 U	40.0	25.0	03/05/25 14:49	

LABORATORY CONTROL SAMPLE: 5930615						
Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Iron	ug/L	2500	2630	105	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE:					5930616	5930617							
Parameter	Units	35939475001	MS	MSD	MS	MSD	MS	MSD	% Rec	Max	Qual		
		Result	Spike Conc.	Spike Conc.								Result	Result
Iron	ug/L	1080	2500	2500	3660	3620	103	102	75-125	1	20		

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALIFIERS

Project: Landmark
Pace Project No.: 35939475

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.
ND - Not Detected at or above adjusted reporting limit.
TNTC - Too Numerous To Count
MDL - Adjusted Method Detection Limit.
PQL - Practical Quantitation Limit.
RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.
S - Surrogate
1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.
Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.
LCS(D) - Laboratory Control Sample (Duplicate)
MS(D) - Matrix Spike (Duplicate)
DUP - Sample Duplicate
RPD - Relative Percent Difference
NC - Not Calculable.
SG - Silica Gel - Clean-Up
U - Indicates the compound was analyzed for, but not detected.
N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.
Reported results are not rounded until the final step prior to reporting. Therefore, calculated parameters that are typically reported as "Total" may vary slightly from the sum of the reported component parameters.
Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.
TNI - The NELAC Institute.

ANALYTE QUALIFIERS

U Compound was analyzed for but not detected.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: Landmark
Pace Project No.: 35939475

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
35939475001	MW-5	EPA 3010	1080475	EPA 6010	1080516
35939475002	DMW-5R	EPA 3010	1080475	EPA 6010	1080516
35939475003	MW-1	EPA 3010	1080475	EPA 6010	1080516
35939475004	DMW-6D	EPA 3010	1080475	EPA 6010	1080516
35939475005	DMW-6	EPA 3010	1080475	EPA 6010	1080516
35939475006	MW-8	EPA 3010	1080475	EPA 6010	1080516
35939475007	MW-9I	EPA 3010	1080475	EPA 6010	1080516
35939475008	MW-8I	EPA 3010	1080475	EPA 6010	1080516
35939475009	MW-7	EPA 3010	1080475	EPA 6010	1080516
35939475010	MW-3	EPA 3010	1080475	EPA 6010	1080516
35939475011	MW-2	EPA 3010	1080475	EPA 6010	1080516
35939475012	MW-4	EPA 3010	1080475	EPA 6010	1080516
35939475013	MW-7	EPA 3010	1080475	EPA 6010	1080516

REPORT OF LABORATORY ANALYSIS

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Pace Pace Analytical Labs, Inc.
100 South Dade Avenue Blvd., Ocala, FL 34677

CHAIN-OF-CUSTODY Analytical Request Document
Chain of Custody is a 120A, DDTU, MEST - Complete all relevant fields

Company Name: **MEC-Miami Environmental & Civil Engineering**
 Street Address: **2828 Coral Way, Miami, FL 33145**

Contact/Report To: **Jeff Thompson**
 Phone #: **(786) 399-5568**
 E-Mail: **jeff@mece.com**
 Cell-Mail: **eva@mece.com**

Customer Project #: **Landmark**
 Request Name: **Landmark**
 Site Collection Info/Facility ID (as applicable):

Time Zone Collected: ☐ AK ☐ PT ☐ MT ☐ CT ☐ ET

County / State origin of sample(s): **Florida**

Purchase Order # (if applicable):
 Quote #: **00179922**

WO# : 35939475



35939475

Data Deliverables:
☐ Level III ☐ Level III ☐ Level IV
☐ EQUIS
☐ Other:

Regulatory Program (DW, RCRA, etc.) as applicable:
 Rush (Pre-approval required):
☐ 2 Day ☐ 3 day ☐ 5 day ☐ Other:
 Date Results Requested: **STA TAT**

Drill PWSD # or WW Permit # as applicable:
 Field Filtered (if applicable): ☐ Yes ☐ No
 Analytic:

* Matrix Codes (Insert in Matrix box below): Drinking Water (DW), Ground Water (GW), Waste Water (WW), Product (P), Soil/Solid (SS), Oil (OL), Wipe (W), Tissue (TS), Bioassay (B), Vapor (V), Other (OT), Surface Water (SW), Sediment (SD), Sludge (S), Caulk

Customer Sample ID	Matrix *	Comp / Grab	Collected (or Composite Start)		Composite End		Res. CL	Number & Type of Containers		Notes
			Date	Time	Date	Time		Plastic	Glass	
MV-5	GW		2/24/25	1018				1		X
DMW-5R				1045						X
MW-1				1214						X
DMW-6D				1253						X
DMW-6				1345						X
W-8				1437						X
W-9I			2/25/25	9 25						X
W-8I				1025						X
MW-7				1115						X
MW-3				1220						X

Customer Remarks / Special Conditions / Possible Hazards:

Collected By: **Evann Darpini**
 Printed Name:
 Signature:

Additional Instructions from Pace*:

Coolers: Thermometer ID: Correction Factor (°C): Obs. Temp. (°C) Corrected Temp. (°C)

Relinquished by/Company (Signature): Evann D/MEC	Date/Time: 2/26/25 11:00	Received by/Company (Signature): Josh [Signature]	Date/Time: 2/26/25 12:30	Tracking Number:
Relinquished by/Company (Signature): Josh [Signature]	Date/Time: 2/26/25	Received by/Company (Signature): SS [Signature]	Date/Time: 2/26/25 1210	Delivered by: <input type="checkbox"/> In-Person <input type="checkbox"/> Courier
Relinquished by/Company (Signature): SS [Signature]	Date/Time: 2/26/25 1530	Received by/Company (Signature): [Signature]	Date/Time: 2/26/25 2220	<input type="checkbox"/> FedEx <input type="checkbox"/> UPS <input type="checkbox"/> Other
Relinquished by/Company (Signature):	Date/Time:	Received by/Company (Signature):	Date/Time:	Page: 1 of 2

Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace* Terms and Conditions found at: <https://www.pacelabs.com/resource-library/testsuite/pace-terms-and-conditions/>

ENV-FRM-CORQ-0019_v01_062123

Pace Container Order #3230069

yvette.prieto@pacelabs.com

Addresses	Ship To :	Return To:
Order By :	Company MEC-Miami Environmental & Civil	Company Pompano Beach, FL. (Pace)
Contact Jeff Thompson	Contact Jeff Thompson	Contact Yvette Prieto
Email jeff@mec-e.com	Email jeff@mec-e.com	Email yvette.prieto@pacelabs.com
Address 2828 Coral Way	Address 20966 SW 85 Pl	Address 3610 Park Central Blvd North
Address 2 Suite 530	Address 2	Address 2
City Miami	City Miami	City Pompano Beach
State FL Zip 33145	State FL Zip 33186	State FL Zip 33064
Phone (786)999-3568	Phone (786)999-3568	Phone (813)881-9401

Info			
Project Name Landmark	Due Date 02/18/2025	Profile 18281	Quote
Project Manager Prieto, Yvette	Return Date	Carrier Courier	Location FL

Return Shipping Labels Return Label Type <input type="text"/> <input type="checkbox"/> No Shipper <input type="checkbox"/> With Shipper	Bottle Labels <input type="checkbox"/> Blank <input checked="" type="checkbox"/> Pre-Printed No Sample IDs <input type="checkbox"/> Pre-Printed With Sample IDs	Bottles <input type="checkbox"/> Boxed Cases <input type="checkbox"/> Individually Wrapped <input checked="" type="checkbox"/> Grouped By Sample ID/Matrix
Trip Blanks <input type="checkbox"/> Include Trip Blanks	Misc <input type="checkbox"/> Sampling Instructions <input type="checkbox"/> Custody Seal <input type="checkbox"/> Temp. Blanks <input checked="" type="checkbox"/> Coolers <input type="text"/> <input type="checkbox"/> Syringes <input type="text"/>	
COC Options <input type="checkbox"/> Number of Blanks <input type="text"/> <input checked="" type="checkbox"/> Pre-Printed <input type="text"/> 2	<input type="checkbox"/> Extra Bubble Wrap <input type="checkbox"/> Short Hold/Rush Stickers <input type="checkbox"/> DI Water <input type="text"/> <input type="checkbox"/> USDA Regulated Soils <input type="checkbox"/> Dry Weight <input type="text"/>	

# of Samp Matrix	Analysis	Qty / Samp	Container	Total	# of QC	Lot #	Notes
16	WT 6010 Fe	1	250mL plastic HNO3	16			

Hazard Shipping Placard In Place : N/A

*Sample receiving hours are typically 8am-5pm, but may differ by location. Please check with your Pace Project Manager.

*Pace Analytical reserves the right to return hazardous, toxic, or radioactive samples to you.

*Pace Analytical reserves the right to charge for unused bottles, as well as cost associated with sample storage/disposal.

*Payment term are not 30 days.

*Please include the proposal number on the chain of custody to ensure proper billing.

Sample Notes :

LAB USE:

Ship Date :

Prepared By:

Verified By:

CLIENT USE (Optional):

Date Rec'd:

Received By:

WO#: 35939475

Project #
Project Manager:
Client:

PM: YMP Due Date: 03/06/25
CLIENT: 36-MIRENV

Date and Initials of person: AT
Examining contents: _____
Verifying pH: _____

Thermometer Used: T-398

Date: 02/26/2025

Time: 1710

Initials: AT

State of Origin: _____ ☐ For WV projects, all containers verified to 10°C

Cooler #1 Temp. °C: 28 (Visual) 0 (Correction Factor) 28 (Actual)

Cooler #2 Temp. °C: _____ (Visual) _____ (Correction Factor) _____ (Actual)

Cooler #3 Temp. °C: _____ (Visual) _____ (Correction Factor) _____ (Actual)

Cooler #4 Temp. °C: _____ (Visual) _____ (Correction Factor) _____ (Actual)

Cooler #5 Temp. °C: _____ (Visual) _____ (Correction Factor) _____ (Actual)

Cooler #6 Temp. °C: _____ (Visual) _____ (Correction Factor) _____ (Actual)

Recheck for DOT °C: _____ (Visual) _____ (Correction Factor) _____ (Actual)

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

Carrier: ☐ FedEx ☐ UPS ☐ USPS ☐ Client ☐ Commercial ☐ Pace ☐ Other: _____

Shipping Method: ☐ Standard Overnight ☐ First Overnight ☐ Priority Overnight ☐ Ground ☐ International Priority ☐ Other: _____

Billing: ☐ Recipient ☐ Sender ☐ Third Party ☐ Credit Card ☐ Unknown

Tracking #: _____

Custody Seal Present: ☐ Yes ☒ No Seal properly placed and intact: ☐ Yes ☒ No

Ice: ☒ Wet ☐ Blue ☐ Dry ☐ None ☐ Melted

Packing Material: ☐ Bubble Wrap ☐ Bubble Bags ☐ None ☐ Other: _____

Samples shorted to lab: ☐ Yes ☒ No (if yes, complete the following)

Shorted Date: _____

Shorted Time: _____

Bottle Quantity / Type: _____

Chain of Custody:	Present: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Filled Out: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Sampler Name: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Relinquished To Pace: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Sampling Date(s): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Sampling Time(s): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Samples Arrived within Hold Time	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Comments:
Quick Turnaround Requested on COC	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Comments:
Sample Volume	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Comments:
Correct Containers Used	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Comments:
Containers Intact	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Comments:
Sample Labels Match COC (Sample ID, Date/Time of Collection)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Comments:
All containers needing add / base preservation have been checked.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Preservation Information Preservative: _____ Date: _____ Lot / Trace: _____ Time: _____ Amount added (mL): _____ Initials: _____
All containers needing preservation are found to be in compliance with EPA recommendation.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Exemption: Vials, Methodology, CAS, PFAS		
Headspace in Vials? (>6mm)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Tripp Blank Present	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

Comments / Resolutions (use back for additional comments):

Labeled by: NA

Reviewed by: NA

Delivered by: NA

Sample Condition Upon Receipt Form (SCUR)

WO#: 35939475

PM: YMP

Due Date: 03/06/25

CLIENT: 36-MIAENV

Project #

Project Manager:

Client:

Thermometer Used

F-426

Date:

2/17/25

Time:

1:00 PM

Date and Initials of person

AM

Examining contents:

Verifying pH:

Initials:

AM

State of Origin

☐ For WV projects, all containers verified to 50 °C

Cooler #1 Temp. °C 3.6 (Visual) 0 (Correction Factor) 3.6 (Actual)

Cooler #2 Temp. °C (Visual) (Correction Factor) (Actual)

Cooler #3 Temp. °C (Visual) (Correction Factor) (Actual)

Cooler #4 Temp. °C (Visual) (Correction Factor) (Actual)

Cooler #5 Temp. °C (Visual) (Correction Factor) (Actual)

Cooler #6 Temp. °C (Visual) (Correction Factor) (Actual)

Recheck for OOT °C (Visual) (Correction Factor) (Actual)

☐ Samples on ice, cooling process has begun

☐ Samples on ice, cooling process has begun

☐ Samples on ice, cooling process has begun

☐ Samples on ice, cooling process has begun

☐ Samples on ice, cooling process has begun

☐ Samples on ice, cooling process has begun

Time: Initials:

Courier: ☐ Fed Ex ☐ UPS ☐ USPS ☐ Client ☒ Commercial ☐ Pace ☐ Other:

Shipping Method: ☐ Standard Overnight ☐ First Overnight ☐ Priority Overnight ☐ Ground ☐ International Priority ☐ Other:

Billing: ☐ Recipient ☐ Sender ☐ Third Party ☐ Credit Card ☐ Unknown

Tracking #

Custody Seal Present: ☒ Yes ☐ No Seal properly placed and intact: ☒ Yes ☐ No

Ice: ☒ Wet ☐ Blue ☐ Dry ☐ None ☐ Melted

Packing Material: ☐ Bubble Wrap ☐ Bubble Bags ☐ None ☐ Other:

Samples shorted to lab: ☐ Yes ☐ No (if yes, complete the following)

Shorted Date:

Shorted Time:

Bottle Quantity / Type:

Chain of Custody:	Present: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Filled Out: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Sampler Name: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	Relinquished To Pace: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Sampling Date(s): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Sampling Time(s): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Samples Arrived within Hold Time	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Comments:
Rush Turnaround Requested on COC	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Comments:
Sufficient Volume	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Comments:
Correct Containers Used	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Comments:
Containers Intact	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Comments:
Sample Labels Match COC (Sample ID, Date/Time of Collection)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Comments:
All containers needing acid / base preservation have been checked.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
All containers needing preservation are found to be in compliance with EPA recommendation:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Exposures: Vials, Microbiology, O&G, PFAS	
Headspace in Volatile Vials? (>8mm):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Trip Blank Present:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Comments / Resolutions (use back for additional comments):

"DMW-7" (@1558)

Sample is "MW-7" in containers in bag

Labeled by:

AM

Reviewed by:

AM

Delivered by:

Form FD9000-8 CALIBRATION LOG (FDEP SOP FT 1000-FT 1500, FD 1000-FD 4000)

Project/Site: Bird Road Multi Family

Date: 2/24/2025 - 2/25/2025

Meter # (R7508)

Temperature (Quarterly) For Date of Last Temperature Verification see _____ in log book _____											
Dissolved Oxygen	DEP SOP FT 1500	Initials	Date	Time	Probe Charge	Probe Gain	mg/L	Temp °C	% DO	Saturation mg/l (from chart)	Pass or Fail
Acceptance Criteria +/- 0.3 mg/L											
CAL ICV CCV		ED	2/24/2025	7:30			8.62	22.1	98.8	8.727	(P) F
CAL ICV CCV		ED	2/24/2025	18:30			8.51	22.9	99.1	8.595	(P) F
CAL ICV CCV		ED	2/25/2025	17:30			8.4	23.6	99.2	8.482	(P) F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F

Specific	Conductance	DEP SOP FT 1200	Initials	Date	Time	Standard µmhos/cm	EXP. Date	Lot #	Bottle #	Cell Constant	Reading µmhos/cm	Pass or Fail
Acceptance Criteria											+/- 5% mg/L	
CAL ICV CCV			ED	2/24/2025	7:33	1413	10/25	4GJ1746			1427	P F
CAL ICV CCV			ED	2/24/2025	18:33	1413	10/25	4GJ1746			1423	P F
CAL ICV CCV			BL	2/25/2025	17:33	1413	10/25	4GJ1746			1432	P F
CAL ICV CCV												P F
CAL ICV CCV												P F
CAL ICV CCV												P F
CAL ICV CCV												P F

pH	DEP SOP FT 1100	Initials	Date	Time	Standard SU	EXP. Date	Lot #	Bottle #	Slope	Reading SU	Pass or Fail
Acceptance Criteria +/- 0.2 SU											
CAL ICV CCV		ED	2/24/2025	7:39	7	10/26	4GJ0817			7.01	(P) F
CAL ICV CCV		ED	2/24/2025	7:42	4	11/26	4GJ1219			4.06	(P) F
CAL ICV CCV		ED	2/24/2025	7:45	10	10/26	4GJ0207			10.02	(P) F
CAL ICV CCV		ED	2/24/2025	18:36	7	10/26	4GJ0817			7.04	(P) F
CAL ICV CCV		ED	2/24/2025	18:39	4	11/26	4GJ1219			4.06	(P) F
CAL ICV CCV		ED	2/24/2025	18:42	10	10/26	4GJ0207			10.04	(P) F
CAL ICV CCV		ED	2/25/2025	17:36	7	10/26	4GJ0817			7.07	(P) F
CAL ICV CCV		ED	2/25/2025	17:39	4	11/26	4GJ1219			4.05	(P) F
CAL ICV CCV		ED	2/25/2025	17:42	10	10/26	4GJ0207			10.02	(P) F

Maintenance: Weekly pH Slope: _____

Specific conductance probe cleaned? Yes No

Dissolved Oxygen Membrane Changed? Yes No

Notes:

**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

C

From: Victor Castro <victor@unusmgmt.com>

Sent: Saturday, August 9, 2025 2:50 PM

To: Kristen Thomas <thomask@whhassociates.com>

Subject: LANDMARK CDD OPERATIONS MANAGER MONTHLY REPORT JULY 2025

Happy Saturday Supervisors,

The following is an update to what I've been working on:

66TH Street Lighting Project:
COMPLETED AND PERMIT CLOSED

FPL / Homeland Security project:

The markings on the sidewalks along Linear Park and 66th Street. FPL is currently conducting work in conjunction with Homeland Security. At this time, we do not have further details about this project due to its association with government security.

Wetland Maintenance Vendor Contract Renewal:

I have vetted a potential new vendor, Eco Blue, and their proposal will be on the agenda for discussion at our next meeting. Eco Blue has offered a monthly service fee of \$500 for wetland and lake maintenance.

Currently, we are paying Allstate \$570 and Lake Doctors \$150 for both services, which totals \$720 per month. By transitioning to Eco Blue, we could potentially save \$220 per month, amounting to a total annual savings of \$2,640.

Dirty Wall Northwest Corner of the Property:

I followed up with the property manager, Ms. Garcia, regarding the wall we discussed at our last meeting. This is the wall located at the northwest corner of our property, which was previously very dirty. I am pleased to report that it has now been cleaned and is in an acceptable condition.

Damage to Irrigation lines by the neighboring community, The Mansions at Doral:

During our most recent wet check, we observed a significant amount of damage in the area. Upon a preliminary review, it was determined that the damages were caused by the new camera system installed by The Mansion at Doral. I have reached out to Ms. Garcia, the property manager, and provided her with images documenting the damage.

Our action plan includes requesting that The Mansion at Doral cover the costs of the necessary repairs. Additionally, we seek clarification regarding who granted them the authority to trench and install conduit on Landmark CDD property.

Furthermore, we require confirmation from the City of Doral that this work was authorized and that the appropriate permits were obtained.

Finalizing the agreement details with the new Christmas Decorations vendor:

The agreement, prepared by our district council, has undergone extensive revisions after numerous discussions with the vendor to finalize the contractual details. It was circulated for

signatures, and while the vendor has signed, it has now been in Supervisor Torres' hands for over a month, during which he has indicated that he will not sign. This agreement was voted on and unanimously approved by the entire board during our last CDD meeting, so I am increasingly concerned and unclear as to why we are still awaiting his signature.

Working with Allstate on the double-billing:

Ongoing for months, Allstate keeps haggling with Landmark South HOA. Our latest email to the Landmark South HOA manager included a ledger and proof of cashed checks, instructing them to inform Allstate that the contract with the CDD has no relation to the HOA. Therefore, they should refund the fraudulent payments they have received and cashed from Landmark South HOA.

Rust removal vendor performance:

The property overall looks good, and the vendor has been very hands-on and communicative with me in clearing the property of all rust stains. It has been a work in progress to rid the property of all the rust due to the lack of services that were suspended for too long. I am very happy with this vendor's professionalism.

French Drain Project:

COMPLETED AND PERMIT CLOSED

Property Signage Inventory Update:

After a thorough review and complete inventory of the traffic signage throughout the community, I recommend that the CDD plan and budget for the replacement of all signage within the next three years. Currently, seven one-way signs require immediate replacement due to significant fading, lack of retroreflectivity, and peeling stickers. The signage throughout the property is quite old, and as time passes, it will continue to fade and lose its retroreflectivity and protective coating, leading to further deterioration and peeling off of the aluminum.

Crosswalk on property lacking signage:

The following is an update on an issue that was brought up a few meetings ago regarding the missing crosswalk signs. I have thoroughly looked into this matter, and I would like to share my findings and recommendations.

The City of Doral and Miami-Dade County both reported that there is no recorded documentation of a final walkthrough to confirm the installation of the crosswalk signs on the pavement and the marking plans. It appears that the builder turned over the community without the necessary signs, and the community representative who accepted the property did not notice this oversight.

Based on my findings, I recommend that we proceed with adding the appropriate signage at these four locations. In my opinion, the community may be exposed to legal liability if an incident occurs in which a pedestrian is struck by a vehicle.

Vendor review due to ongoing complaints:

I have been working closely with Brightview more than usual lately. With all the work happening on the property, we are experiencing more irrigation repairs than normal. Additionally, there is an ongoing issue with the dislike of this vendor, as there are constant questions about their services. Concerns are raised regarding any “debris” or BV staff on the property, with assumptions being made that the vendor is not fulfilling their contractual obligations based on photographs taken.

Action taken by me;

I recently called for a meeting with the HOA manager, Judy, her landscape vendor, Tony’s Landscape, and Brightview. The objective of the meeting was to ensure that all parties understand their boundaries and scope of work, as well as the ultimate goal: a well-maintained property. All invited individuals mentioned above, along with Supervisor Torres, were present at the meeting.

(I explained to Supervisor Torres that this was not a noticed public CDD meeting and therefore he was attending in an unofficial capacity, so he was welcome to observe but not partake in the discussions).

In closing, the meeting went well; both vendors agreed that they are both responsible for the debris created by them and that they are both going to blow and pick up everything after each service.

Fountains on 66th, Repairs:

Shortly after the CDD took over the maintenance of the fountains, we experienced several issues. The most recent issue was brought to my attention—specifically, that the lights were not working—and I immediately reached out to an electrician for assistance. While waiting for the electrician to provide an estimate for the repairs, the HOA maintenance staff was sent to address the problem without prior notice to me, which ultimately wasted everyone’s time. Unfortunately, the issues at the fountain persist, and we find ourselves back where we started. I formally suggest to the board that we emphasize to the HOA the importance of allowing professionals to handle these issues properly and to maintain a clear separation from CDD infrastructure. This ongoing overstep from the HOA needs to be addressed to prevent further damage to CDD property. This situation is not an isolated incident, and the current approach does not adhere to the correct legal process for maintaining distinct responsibilities for infrastructure. The CDD and HOA must be cautious to avoid potential legal implications in the future.

****Please note:**** In accordance with the Sunshine Law, do not reply to all. If you have questions or need clarification, please reply only to me. Thank you for your cooperation.

Regards,

Victor Castro
Operations Manager Landmark CDD

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**LANDMARK AT DORAL
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

DIII

LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Landmark Clubhouse, 10220 NW 66th Street, Doral, Florida 33178</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024	Regular Meeting	4:00 PM
November 20, 2024	Regular Meeting	4:00 PM
December 18, 2024	Regular Meeting	4:00 PM
January 15, 2025	Regular Meeting	4:00 PM
February 19, 2025	Regular Meeting	4:00 PM
March 19, 2025	Regular Meeting	4:00 PM
April 16, 2025	Regular Meeting	4:00 PM
May 7, 2025	Regular Meeting <i>Presentation of FY26 Proposed Budget</i>	4:00 PM
May 13, 2025 <i>Rescheduled to May 7, 2025</i>	Regular Meeting	4:00 PM
June 18, 2025 CANCELED NO QUORUM	Regular Meeting	4:00 PM
July 16, 2025 CANCELED NO QUORUM	Regular Meeting	4:00 PM
August 12, 2025	Regular Meeting	4:00 PM
September 12, 2025	Public Hearings & Regular Meeting <i>Adoption of FY26 Budget</i>	4:00 PM
September 17, 2025 <i>Rescheduled to September 12, 2025</i>	Regular Meeting	4:00 PM