Valencia Water Control District

Agenda

February 14, 2023

### AGENDA

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### VALENCIA WATER CONTROL DISTRICT NOTICE OF MEETING OF BOARD OF SUPERVISORS

Please be advised that the Meeting of the Board of Supervisors of Valencia Water Control District will be held on Tuesday, February 14, 2023 at 1:00 P.M. in the Lake Ridge Village Clubhouse, 10630 Larissa Street (Directions listed below). Attached is an Agenda for the meeting.

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George S. Flint, District Director

### **DIRECTIONS TO MEETING:**

From Orlando go West on I-4 to the Beach Line Expressway (528); go east past International Drive to Orangewood Blvd.; Go South on Orangewood Blvd., through 4way stop at Gateway, turn left on Larissa Street. Proceed to Lake Ridge Village Clubhouse on right.

### DISTRIBUTION

Roy Miller; William Ingle; Debra Donton; Brian Andrelczyk; Amanda Whitney; David E. Mahler; Stephen F. Broome; Green Briar Village Clubhouse; Lake Ridge Village Clubhouse; Lime Tree Village Clubhouse; Montpelier Village Clubhouse; Parkview Pointe Village Clubhouse; Somerset Village Clubhouse; Deer Creek Village Clubhouse; Wingate Club; Lyle Spector, WHOA; and Tom Johnson, Orangewood HOA; Roy Miller, Waterview HOA; and Ken LaFrance, Windsor Walk.

"Persons are advised that if they decide to appeal any decisions made at these meetings/hearings, they will need a record of the proceedings and for such purpose they may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based, per section 298.0105, Florida Statutes."

"In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation should contact Valencia Water Control District at (407)  $841-5524 \times 101$ , not later than forty-eight hours prior to the meeting."

### AGENDA

### FEBRUARY 14, 2023

### VALENCIA WATER CONTROL DISTRICT BOARD OF SUPERVISORS MEETING 1 P.M.

### LAKE RIDGE VILLAGE CLUBHOUSE 10630 LARISSA STREET WILLIAMSBURG, ORLANDO, FLORIDA 32821

### <u>Item</u>

- 1. Call Meeting to Order
- 2. Public Comment Period
- 3. Discussion of Big Sand Lake Water Levels with BSLAB
- 4. Approval of November 8, 2022 Minutes
- 5. General Fund Financial Reports
- Engineer's Report

   A. Approval of Permit #0524 Sea World Aquatica 2023 Attraction
- 7. Attorney's Report
- 8. Director's Report
  - A. Customer Call Log
  - B. Consideration of Proposals for Tree and Brush Trimming
- 9. Other Business
- 10. Adjournment

### SECTION IV

1

### MINUTES OF THE MONTHLY MEETING OF THE BOARD OF SUPERVISORS OF VALENCIA WATER CONTROL DISTRICT

### November 8, 2022

The monthly meeting of the Board of Supervisors of VALENCIA WATER CONTROL DISTRICT was held at 1:00 P.M. on Tuesday, November 8, 2022, at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, Florida. Physically present were Supervisors William Ingle, Debra Donton, Amanda Whitney, Brian Andrelczyk and Supervisor Roy Miller. Also, in attendance were the following: George Flint, District Director; Stephen Broome, District Counsel; David Mahler, District Engineer; Stacie Vanderbilt, District Administrative Assistant and Dan Brown, Sthern Environmental.

### **ITEM #1**

Mr. Flint called the meeting to order at 1:02 P.M. A quorum of five Board members were present and one member on the telephone.

### **ITEM #2**

### **Public Comment Period**

**Call Meeting to Order** 

There being none,

### ITEM #3

### Approval of October 11, 2022 Minutes

Mr. Flint stated the next item was the minutes from the October 11, 2022 monthly meeting. He asked if there were any corrections, deletions, or additions.

On MOTION by Debra Donton, seconded by Amanda Whitney, with all in favor the Minutes from the October 11, 2022 Monthly Meeting were approved as presented.

### **ITEM #4**

### **General Fund Financial Reports**

Mr. Flint reviewed the financial statements with the Board and noted that on page two there is no new assessment revenue as of yet because it is a new fiscal year.

The Board had no questions.

ITEM #5

### **Engineer's Report**

### A. Approval of Permit Extension Request – Permit #0505 Big Sand Lake Outfall Improvements

Mr. Mahler stated the permanent measure was to improve the area under I-4 to allow water to come into the District's system. So far the construction has been switched to DOT control and is now taking longer. Orange County is still the permittee, it's just DOT handling the construction. All this is, is asking for approval to extend the permit, no start time has been received yet.

On MOTION by Brian Andrelczyk, seconded by Debra Donton, with all in favor Permit #0505 – Big Sand Lake Outfall Improvements, was extended.

ITEM #6

Attorney's Report

Mr. Broome stated there is nothing new.

### Director's Report

### A. Customer Call Log

Mr. Flint reviewed the log with the Board. There were no new calls this month. He stated after the agenda went out, a call was received about an RV that was parked on Gateway, not on District property. It was gone by the time it was reported.

### B. Ratification of Agreement with Sthern Environmental, Inc. for S-501 Repairs

Mr. Flint stated he got a proposal to set this work moving ASAP. Mr. Miller pointed out that reference in the proposal to 901 will need to be fixed.

Mr. Brown stated we are trying to get ahead of Hurricane Nicole, the concrete is being poured tomorrow and then they will add grass.

### C. Ratification of Agreement with Sthern Environmental, Inc. for C-5 Canal Erosion

Mr. Flint stated a pipe collapsed so the wetland is staging up and saturating the District's banks area. The owner of the wetland is not responding so the District had no choice but to do the work. Dan almost slid into water while mowing so it was pertinent.

On MOTION by Amanda Whitney, seconded by Brian Andrelczyk with all in favor the Agreements with Sthern Environmental for S-501 Repairs and C-5 Canal Erosion were ratified.

### **ITEM #7**

### **ITEM #8**

### **Other Business**

Mr. Flint stated rent went up significantly in the old office space so the office was closed up and the records and cabinets have been moved into a climate-controlled storage space on John Young Parkway. The Plan is to digitize the old maps and records.

Mr. Flint stated after Hurricane Ian, in Montpelier Village along the C-10, there is a 12-15" pipe that failed so it's preventing access to the canal. We met with Orange County and they advised that it was not theirs but the HOA's property. I reached out to the HOA manager and they acknowledged it was theirs and asked the District to get a bid for them and they would pay for it. I sent them a proposal from Sthern Environmental for review at their HOA meeting.

Mr. Flint stated in Lime Tree Village, there is a County pipe that failed some time ago and they finally agreed that they will fix it. It should help with flooding during rain events.

Mr. Mahler stated the 901 gate is not closing all the way and I am looking into it. We may have to block the water so we can see to the bottom.

Mr. Andrelczyk asked any plans for tropical storm prep?

Mr. Mahler responded we aren't expecting as much rain so we will just have to see and repair going forward.

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### **ITEM #9**

### Adjournment

On MOTION by Roy Miller, seconded by Debra Donton, with all in favor the meeting was adjourned at 1:32 pm.

Stephen F. Broome, Secretary

Roy Miller

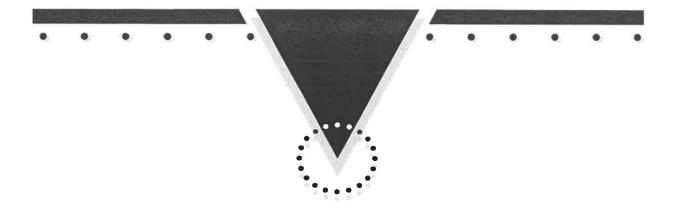
William Von Ingle

Amanda Whitney

Brian Andrelczyk

Debra Donton

## **SECTION V**



### Valencia Water Control District

**Unaudited Financial Reporting** 

January 31, 2023

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WATER CONTROL DISTRICT BALANCE SHEET January 31, 2023

	General	Capital Reserve	Totals
	Fund	Fund	2023
ASSETS:			
CURRENT ASSETS			
OPERATING - SUNTRUST	\$198,149		\$198,149
CAPITAL RESERVE - SUNTRUST		\$14,200	\$14,200
INVESTMENTS			
SBA - CAPITAL RESERVES		\$1,022,288	\$1,022,288
SBA - OPERATING RESERVES	\$53,803		\$53,803
PETTY ÇASH	\$100		\$100
TOTAL CURRENT ASSETS	\$252,052	\$1,036,488	\$1,288,540
FIXED ASSETS			
LAND	\$700,120		\$700,120
STRUCTURES	\$672,531		\$672,531
CANALS	\$2,888,690		\$2,888,690
PONDS	\$1,245,537		\$1,245,537
EQUIPMENT & OFFICE FURNITURE	\$12,767		\$12,767
ACCUMULATED DEPRECIATION	(\$4,786,726)		(\$4,786,726)
TOTAL FIXED ASSETS	\$732,919	\$0	\$732,919
			nd) Mt
TOTAL ASSETS	\$984,971	\$1,036,488	\$2,021,459
LIABILITIES:			
ACCOUNTS PAYABLE			\$0
FUND EQUITY:			
FUND BALANCES:			
UNASSIGNED	\$252,052	\$1,036,488	\$1,288,540
NET ASSETS CAPITALIZED	\$732,919		\$732,919
TOTAL LIABILITIES & FUND EQUITY	\$984,971	\$1,036,488	\$2,021,459
			a.: 2

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### WATER CONTROL DISTRICT

#### **GENERAL FUND**

### Statement of Revenues & Expenditures

For The Period Ending January 31, 2023

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	THRU 1/31/23	THRU 1/31/23	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX ROLL	\$553,302	\$329,331	\$329,331	\$0
INTEREST	\$100	\$33	\$723	\$690
MISCELLANEOUS REVENUE	\$0	\$0	\$294	\$430
TOTAL REVENUES	\$553,402	\$329,364	\$330,348	\$1,120
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISORS FEES	\$2,500	\$833	\$500	\$333
ENGINEERING	\$37,200	\$12,400	\$6,300	\$6,100
ATTORNEY	\$12,000	\$4,000	\$4,000	\$0
ANNUAL AUDIT	\$5,200	\$0	\$0	\$0
ASSESSMENT ROLL CERTIFICATION	\$2,500	\$2,500	\$2,500	\$0
MANAGEMENT FEES	\$50,264	\$16,755	\$16,755	(\$0)
INFORMATION TECHNOLOGY	\$1,300	\$433	\$433	\$0
WEBSITE ADMINISTRATION	\$800	\$267	\$267	(\$0)
INSURANCE	\$14,710	\$14,710	\$13,179	\$1,531
REPORT PREPARATION - NPDES	\$15,000	\$5,000	\$1,999	\$3,001
OFFICE LEASE	\$12,980	\$4,327	\$2,272	\$2,055
PRINTING & BINDING	\$500	\$167	\$150	\$17
POSTAGE	\$500	\$167	\$154	\$12
TRAVEL PER DIEM	\$100	\$33	\$0	\$33
LEGAL ADVERTISING	\$2,500	\$833	\$0	\$833
BANK FEES	\$500	\$167	\$153	\$14
OTHER CURRENT CHARGES	\$400	\$133	\$39	\$95
OFFICE SUPPLIES	\$350	\$117	\$66	\$51
ELECTION FEES	\$3,750	\$0	\$0	\$0
MEETING RENTAL FEE	\$500	\$167	\$100	\$67
PROPERTY APPRAISER FEE	\$5,417	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$2,150	\$1,675	\$1,675	\$0
TOTAL ADMINISTRATIVE	\$171,121	\$64,683	\$50,541	\$14,142

### WATER CONTROL DISTRICT

#### **GENERAL FUND**

### Statement of Revenues & Expenditures

For The Period Ending January 31, 2023

	ADOPTED	PRORATED BUDGET	ACTUAL	VARIANCE
FIELD OPERATIONS:	BUDGET	THRU 1/31/23	THRU 1/31/23	VARIANCE
FIELD OFERATIONS.				
<u>UTILITIES:</u>				
ELECTRIC	\$750	\$250	\$50	\$200
WATER & SEWER	\$500	\$167	\$55	\$112
CONTRACTS:				
AQUATIC WEED CONTROL	\$40,000	\$13,333	\$11,538	\$1,795
MOWING	\$98,289	\$20,475	\$20,475	\$0
WATER QUALITY MONITORING	\$19,746	\$6,582	\$1,646	\$4,937
REPAIRS & MAINTENANCE:				
CANAL & RETENTION POND MAINTENANCE	\$40,000	\$13,333	\$2,473	\$10,861
OFFICE	\$500	\$167	\$45	\$122
SECURITY GATES & SIGNS	\$750	\$250	\$0	\$250
OTHER:				
NPDES INSPECTION & FEES	\$6,000	\$2,000	\$1,875	\$125
OPERATING SUPPLIES	\$500	\$167	\$0	\$167
CONTINGENCY	\$2,500	\$833	\$0	\$833
TOTAL FIELD OPERATIONS	\$209,534	\$57,557	\$38,156	\$19,401
OTHER USES				
TRANSFER OUT - CAPITAL RESERVE	\$267,402	\$200,000	\$200,000	\$0
TOTAL OTHER USES	\$267,402	\$200,000	\$200,000	\$0
TOTAL EXPENDITURES	\$648,057	\$322,240	\$288,696	\$33,543
EXCESS REVENUES (EXPENDITURES)	(\$94,655)		\$41,652	
FUN D BALANCE - Beginning	\$94,656		\$943,319	
FUN D BALANCE - Ending	\$0		\$984,971	

### WATER CONTROL DISTRICT

### **CAPITAL RESERVE FUND**

Statement of Revenues & Expenditures

For The Period Ending January 31, 2023

	ADOPTED BUDGET	PRORATED BUDGET THRU 1/31/23	ACTUAL THRU 1/31/23	VARIANCE
REVENUES:				
TRANSFER IN INTEREST	\$267,402 \$100	\$200,000 \$33	\$200,000 \$11,273	\$0 \$11,240
TOTAL REVENUES	\$267,502	\$200,033	\$211,273	\$11,240
EXPENDITURES:	·····			
EXPENDITURES				
CONTINGENCY	\$500	\$167	\$152	\$15
	\$100,000	\$33,333	\$41,078	(\$7,744)
TOTAL EXPENDITURES	\$100,500	\$33,500	\$41,230	(\$7,730)
EXCESS REVENUES (EXPENDITURES)	\$167,002		\$170,044	
FUN D BALANCE - Beginning	\$760,956		\$866,445	
FUN D BALANCE - Ending	\$927,958		\$1,036,488	

					VALENCIA	IA							
					Water Control District	District							
	Oct	Nov	Dec	Јап	Feb	Mar	Apr	Мау	Jun	In	Aug	Sept	Total
REVENUES;													
ASSESSMENTS - TAX ROLL	\$0	\$27,178	\$201,001	\$101,152	0\$	\$0	8	ŝ	\$	\$0	\$0	8	\$329,331
INTEREST	\$143	\$173	791S	\$210	8	5	8	\$ 5	8	\$	\$; ;	\$ \$	\$723
MISCELLANEOUS REVENUE	\$0	20	2172	\$82	8	ጽ	7	7	7.	2	Ŗ	7.	457¢
TOTAL REVENUES	\$143	527,351	\$201,410	\$101,444	\$0	05	\$	8	\$	\$0	\$0	5	\$330,348
EXPENDITURES:													
ADMINISTRATTUE:													
SUPERVISORS FEES	\$250	\$250	\$0	\$0	\$0	\$0	Ş	\$	55	\$0	\$	\$0	\$500
ENGINEERING	\$2,100	\$2,100	\$2,100	\$D	\$0	so	8	8	8	\$0	\$0	8	\$6,300
ATTORNEY	\$1,000	\$1,000	\$1,000	\$1,000	\$0	ŝa	\$0	¢0	2	\$0	\$0	¢0	\$4,000
ANNUAL AUDIT	\$0	\$0	\$0	\$D	8	\$0	\$0	8	8	\$0	\$0	\$0	\$0
ASSESSMENT ROLL CERTIFICATION	\$2,500	\$0	\$0	\$0	<b>S</b>	ŝo	\$0	50	\$0	5	\$0	\$0	\$2,500
MANAGEMENT FEES	\$4,189	\$4,189	\$4,189	\$4,189	\$0	S,	\$	\$	ጽ	\$0	\$0	\$0	\$16,755
INFORMATION TECHNOLOGY	\$108	\$108	\$108	\$108	8	\$	8	5	\$	\$0	\$0	\$0	\$433
WEBSITE ADMINISTRATION	\$67	\$67	\$67	\$67	\$	\$	8	\$0	\$0	\$0	\$0	\$0	\$267
INSURANCE	\$13,179	\$0	\$0	\$0	\$	\$0	\$	\$	\$5	\$0	\$	\$0	\$13,179
REPORT PREPARATION - NPDES	\$1,515	\$484	\$	\$0	\$0	8	8	\$0	\$0	\$0	\$0	\$0	\$1,999
OFFICE LEASE	\$1,883	\$130	\$130	\$130	\$0	\$0	\$	\$	\$	\$	8	\$D	\$2,272
PRINTING & BINDING	\$0	\$100	\$50	D\$	8	\$0	\$	Ş0	\$0	\$0	\$	\$0	\$150
POSTAGE	\$0	\$104	\$47	£	\$	\$0	8	S	<b>S</b>	<b>S</b>	Ş,	\$	\$154
TRAVEL PER DIEM	\$0	\$0	\$	Q\$	\$0	\$0	\$0	20	5	\$0	<b>S</b>	\$	<b>S</b>
LEGAL ADVERTISING	\$0	\$0	\$	\$0	\$	\$0	\$	S	8	8	8	\$0	8
BANK FEES	\$74	<b>5</b> 23	\$39	\$	\$	so	\$0	20	8	80	\$0	\$0	\$153
OTHER CURRENT CHARGES	\$0	\$	\$	66\$	\$	\$	\$	8	8	\$0	20	\$0	\$39
OFFICE SUPPLIES	¢0	\$47	61\$	8	\$	\$0	\$0	5	50	\$	\$0	\$0	\$66
ELECTION FEES	\$0	\$0	\$	05	8	\$0	\$	\$0	\$0	\$	\$0	\$0	\$0
MEETING RENTAL FEE	\$50	\$50	\$	\$0	\$	\$0	\$0	S	5	Ş	ŝ	\$0	\$100
PROPERTY APPRAISER FEE	\$0	\$0	8	\$0	\$	\$0	\$	ŝ	5	S	\$	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$1,675	\$0	\$0	\$0	\$	\$D	\$	8	8	8	8	\$	\$1,675
TOTAL ADMINISTRATIVE	(\$28,590	\$8,667	\$7,748	\$5,536	\$0	\$0	\$0	S	\$	8	8	ŝ	\$50,541

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VALENCIA Water Control District

-	to	New	0er		feb	Mar	An	Mav	ų	PT-	Aug	Sept	Total
FIELD OPERATIONS:	-	anki	***	VIOC							p.	L I	10481
<u>UTILITIES:</u> Electraic	\$50	Ş	\$	8	8	\$0	S	\$0	8	Ş	ŝ	8	\$50
WATER & SEWER	\$27	\$28	8	\$0	Ş	\$0	\$	Ş	\$	\$0	\$0	8	\$55
CONTRACTS: ADUATIC WEED CONTROL	\$4,572	\$2,322	\$2,322	\$2,322	8	Ş	8	\$	8	\$	0\$	8	865,11\$
MOWING	\$15,885	\$4,590	8	\$0	\$	Şa	\$	\$0	\$0	\$0	\$0	Şa	\$20,475
WATER QUALITY MONITORING	\$1,646	\$0	\$0	\$0	S	\$0	8	\$0	8	\$0	\$0	\$0	\$1,646
REPAIRS & MAINTENANCE:													
<b>CANAL &amp; RETENTION POND MAINTENANCE</b>	\$1,473	\$1,000	\$	\$0	\$0	8	\$	\$0	\$	\$0	62 05	\$0	\$2,473
OFFICE	\$0	\$45	8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45
SECURITY GATES & SIGNS	\$0	\$0	\$	\$0	\$0	8	\$	\$0	8	\$0	\$0	\$0	\$D
<u>OTHER:</u>													
NPDES INSPECTION & FEES	\$0	\$0	\$1,875	¢0\$	\$0	8	\$0	\$0	\$0	\$0	\$0	\$0	\$1,875
OPERATING SUPPLIES	\$0	\$0	ጽ	\$0	\$0	\$	\$0	ŝū	D\$	\$D	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	ŝ	¢\$	\$0	8	SO	8	\$0	\$0	\$0	\$0
TOTAL FIELD OPERATIONS	\$23,652	\$7,985	\$4,197	\$2,322	\$	\$	8	\$	8	\$0	\$	\$0	\$38,156
OTHER USES:													
TRANSFER OUT - CAPITAL RESERVE	0\$	\$0	\$0	\$200,000	\$0	\$0	\$	\$0	\$0	ŝ	\$0	\$0	\$200,000
TOTAL OTHER USES	\$0	¢	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	8	\$0	\$200,000
TOTAL EXPENDITURES	\$52,241	\$16,652	\$11,945	\$207,858	\$0	\$0	\$	\$0	ŝa	Ş	S	\$0	\$288,696
EXCESS REVENUES (EXPENDITURES)	(\$52,098)	\$10,699	\$189,465	(\$106,414)	\$0	\$0	ŝ	\$0	\$0	Ş	Ş	\$0	\$41,652

#### VALENCIA WATER CONTROL DISTRICT

#### SPECIAL ASSESSMENT RECEIPTS - FY2023

#### TAX COLLECTOR

								s Assessments et Assessments	٠	576,853 548,011	\$ \$	576,853 548,011	
Date		Gros	s Assessments	D	iscounts/	Co	mmissions	Interest	N	let Amount	G	eneral Fund	Total
Received	Dist.#		Received	- F	Penalties		Paid	Income		Received		100.00%	100%
11/1/22	1	\$	2,322.26	\$	116.75	\$	22.06	\$ -	\$	2,183.45	\$	2,183.45	\$ 2,183.45
11/14/22	2	\$	5,472.64	\$	217.65	\$	52.55	\$ -	\$	5,202.44	\$	5,202.44	\$ 5,202.44
11/21/22	3	\$	20,824.16	\$	831.99	\$	199.92	\$ -	\$	19,792.25	\$	19,792.25	\$ 19,792.25
12/5/22	4	\$	122,978.48	\$	4,918.71	\$	1,180.60	\$ -	\$	116,879.17	\$	116,879.17	\$ 116,879.17
12/14/22	5	\$	56,352.32	\$	2,253.76	\$	540.99	\$ 231.02	\$	53,788.59	\$	53,788.59	\$ 53,788.59
12/19/22	6	\$	31,915.66	\$	1,276.38	\$	306.39	\$ -	\$	30,332.89	\$	30,332.89	\$ 30,332.89
1/11/23	7	\$	106,429.60	\$	4,255.80	\$	1,021.74	\$ -	\$	101,152.06	\$	101,152.06	\$ 101,152.06
2/1/23	8	\$	62,931.88	\$	2,507.27	\$	604.25	\$ -	\$	59,820.36	\$	59,820.36	\$ 59,820.36
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Totals		\$	409,227.00	\$	16,378.31	\$	3,928.50	\$ 231.02	\$	389,151.21	\$	389,151.21	\$ 389,151.21

## SECTION VI

# SECTION A



VALENCIA WATER CONTROL DISTRICT 219 E. Livingston Street, Orlando, FL 32801 Phone: 407-841-5524 x 101 - Fax: 407-839-1526

February 14, 2023

Sea World of Florida, LLC Attn: Jeffrey Schwartz, Assistant Secretary 6240 Sea Harbor Drive Orlando, FL 32821

Subject: Permit #0524

Dear Mr. Schwartz:

Sea World of Florida, LLC is hereby granted a construction permit related to the Sea World Aquatica 2023 Attraction project. Approval is granted in accordance with approved plans and hydraulic calculations and the following **GENERAL AND SPECIFIC CONDITIONS**:

### **GENERAL CONDITIONS:**

- 1. That the District or their agents may at any time make such inspections as they may deem necessary to ensure that the construction or work is performed in accordance with the conditions of this permit.
- 2. That the permittee will maintain the work authorized herein during construction and thereafter in good condition in accordance with the approved plans.
- 3. That the permittee shall comply promptly with any lawful regulations, conditions, or instructions affecting the structure or work authorized herein if and when issued by the U.S. Environmental Protection Agency, the South Florida Water Management District and the Florida Department of Environmental Protection and/or any county or city environmental protection agency having jurisdiction to abate or prevent water pollution, including thermal or radiation pollution. Such regulations, conditions, or instructions in effect or hereafter prescribed by the federal, state, county and city agencies have hereby made a condition of this permit.
- 4. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the District's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will at all times, assume all risk and indemnify, defend and save harmless Valencia Water Control District from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by the permittee of the aforesaid rights and privileges.

- 5. The permittee and/or their agents will use every measure to prevent the run-off of turbid water into the District's facilities including, but not limited to, the use of temporary ponds, silt barriers, chemical additives and temporary grassing during construction.
- 6. If discharge of water by permittee should at any time raise the level of pollutants in the District's water management facility to the point where the District is in violation of a statute or regulation, permittee will either: (a) immediately cease such discharge, (b) remove pollutants from the water before discharging into District facilities, and pay all costs which the District must incur in order to reduce pollution in the District's facilities to acceptable levels.
- 7. That all the provisions of this permit shall be binding on any assignee or successor in interest of the permittee.
- 8. That any modification, suspension or revocation of this permit shall not be the basis for a claim for damages against Valencia Water Control District.
- 9. The Valencia Water Control District agrees that the issuance of this permit allows the passage of water through their canals but in so doing does not assume any responsibility for damage to any persons or property.
- 10. That the engineer of record certify that the facilities as constructed comply with the submitted hydraulic calculations and approved drawings.
- 11. That the permittee agrees not to modify or alter the constructed facilities at any future time without the express consent of the District.
- 12. This permit is valid for 3 years from date of approval or runs concurrently with the SFWMD permit, if required, whichever expires first.
- 13. That this permit must be executed within 30 days of Board approval or must be brought back to the Board for reconsideration.

### END OF GENERAL CONDITIONS

### SPECIFIC CONDITIONS

1. That the Construction Plans, sheets C01.100; C02.200; C02.300; C02.350; C02.400; C02.450 and C02.500 titled SWAC 2023 Attraction as recommended for approval by the District Engineer on January 30, 2023, become part of this permit.

Attest:	Signature:
	Sea World of Florida, LLC
	Title:
Attest:	Granted by:
	Valencia Water Control District
	By: Roy Miller, President
	On this day of, 2023



1117 East Robinson St. Orlando, FL 32801 Phone: 407.425.0452 Fax: 407.648.1036

January 30, 2023

Board of Directors Valencia Water Control District 219 E. Livingston Street Orlando, Florida 32801

RE: Sea World Aquatica 2023 Attraction VWCD Permit No. 524 CPH Project No. 6816.07

Dear Honorable Board Members:

We have completed our review of the above referenced project submitted by Land Design on January 17, 2023. This project is revising an area within Aquatica that was previously permitted. This project is increasing the volume to the pond; however, the additional volume is still less than the allowable volume for the pond. Based on our review we have no objection to the Board approving this permit.

Sincerely,

CPH, LLC

David E. Mahler, P.E.

District Engineer

Cc: Mr. Michael C. Cipolla, Land Design

Permit No.\_\_\_\_\_ (Assigned by V.W.C.D.)

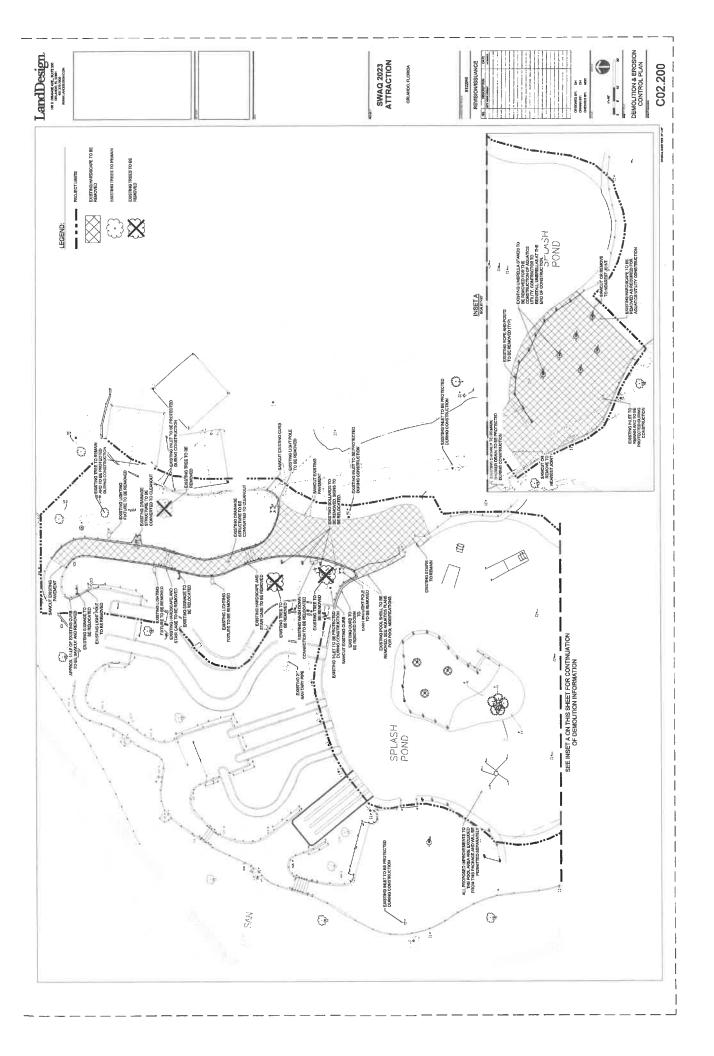
### PERMIT APPLICATION Valencia Water Control District c/o CPH, Inc. 1117 E. Robinson Street Orlando, FL 32801 VWCD Office: (407) 841-5524 X 101 CPH, Inc. (407) 425-0452

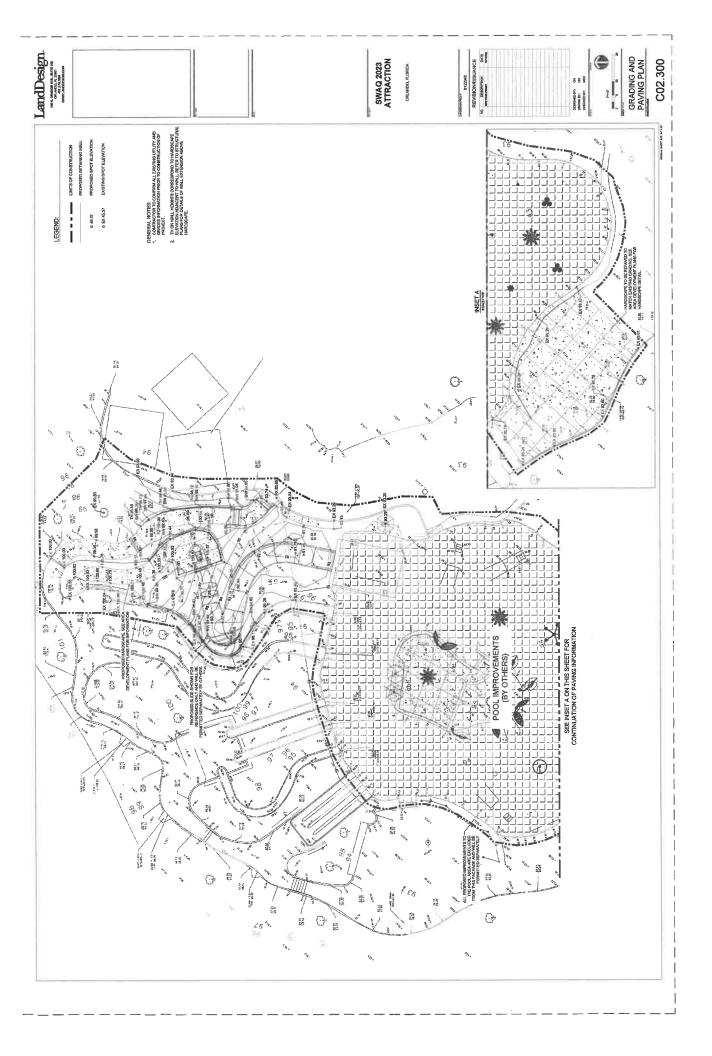
(1)	PROPOSED U	ISE:SWA	Q 2023 ATT	RACTION				
(2)	LOCATION OF or Section:	WORK: E	Block: Townsł	0 Lot: nip:24	0S Range:	ubdivision: 29	7959	
(3)	DISTRICT WC	RKS INVO	LVED: Can	al C-5 (Recei	ving Water O	nly)		
(4)	OWNER OF P Name: <u>Jeffrey</u> Address:	Schwartz, Se 6240 Sea H	ea World of F arbor Drive	lorida, LLC	Title:As	sistant Secreta FL	125 ary 32821 (Zip)	
(5)	APPLICATION Name: <u>Michael</u> Address: <u>100 S</u>	Cipolla / La Orange Ave	ndDesign		Serving a	as: Civil Engine	32801	
(6)	AREA PROPO description if n See attached for	ecessary. I	f land is pla	tted, indicate	Block, Lot		es. Attach lega	:  

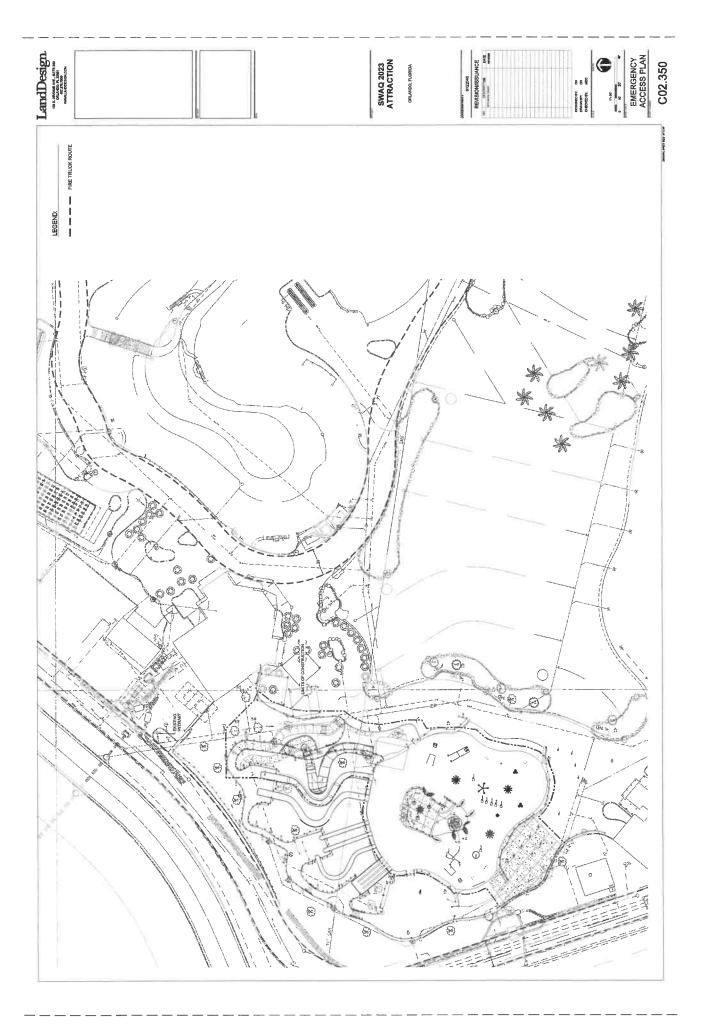
- (7) CONSTRUCTION SCHEDULE: The proposed work, if permitted, will begin within <u>60</u> Calendar days of permit approval and be completed within <u>300</u> calendar days thereafter.
- (8) This application, including sketches, drawings or plans and specifications attached contains a full and complete description of work proposed or use desired of the above described facilities of the District and for which permit is herewith applied. It shall be a part of any permit that may be issued. It is agreed that all work or the use of the District's facilities will be in accordance with the permit to be granted.

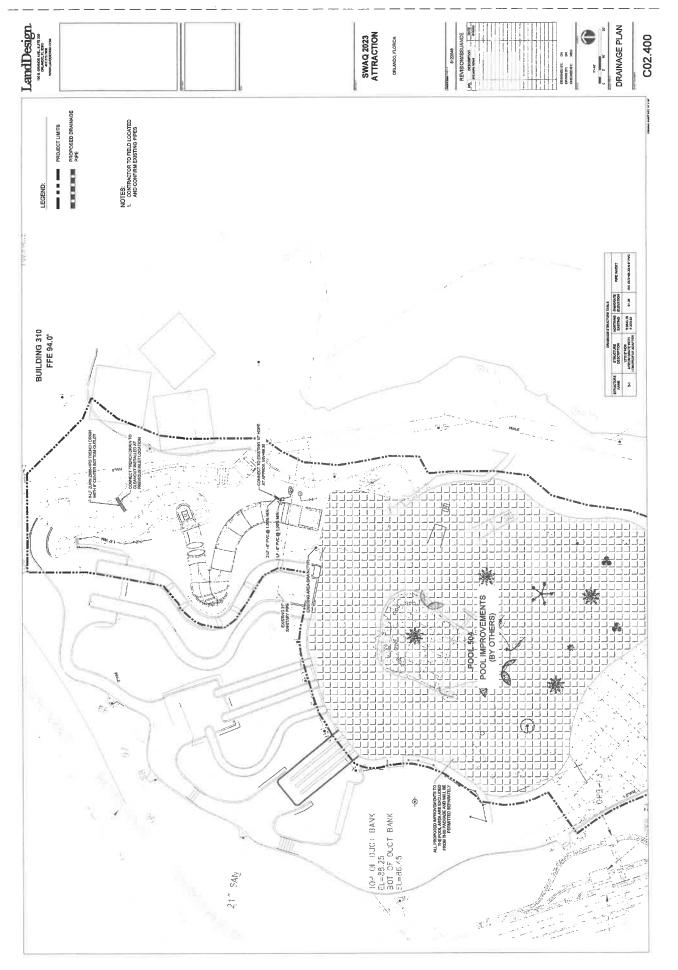
Submitted this <u>23</u> day of <u>December</u> , 2022
Signature of Property Owner (Officer of Corporation):
Print Name of Property Owner (Officer):

LandDesign.	And	SWAQ 2023 ATTRACTION ORLAND ROBIN	RENSONISSIUNCE RENSONISSIUNCE RENSONISSIUNCE RENSONISSION RENSON
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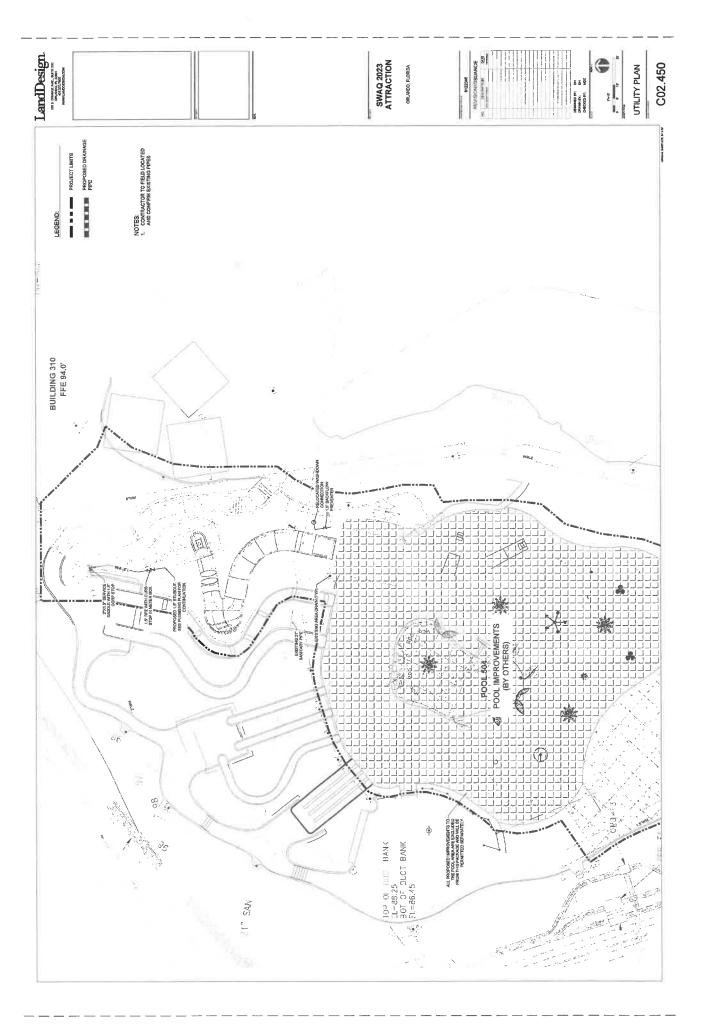


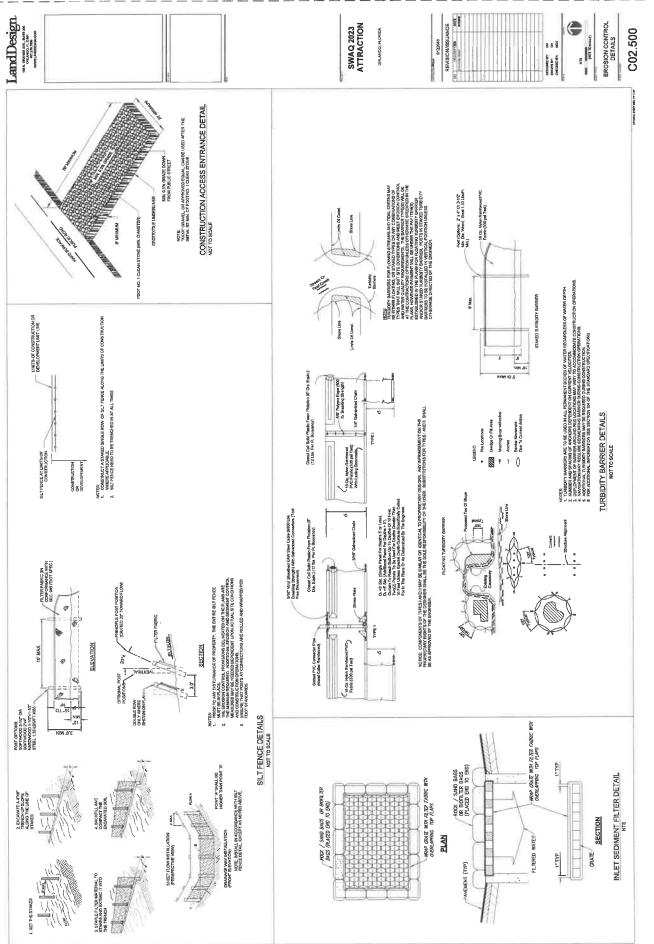






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# SECTION VIII

# SECTION A

1		Service and the services		<b>Oustomer Call Log - Valencia Water Control District</b>	I District	The second se	I Section of the sect
Date	Name	Subdivision	Address	Issue	Pond/Canal Name	Resolution	Date Resolved
2/20/22	12/20/22 Ned Kazor	Waterview Reserve	5365 Shingle Creek Drive	Reported vegetation in large pond behind his home. Also suggested stor mwater inlet Drive needed to be cleaned up.	Area 2 Pond	Issue and pictures provided to District's aquatic management vendor to review areas and provide treatment. S. Vanderbilt advised resident that the aread would be reviewed and treated as necessary. Also advised some of the treated as necessary.	12/20/22
1/6/23	Tim Hay	Sandlake Point (not in District)		Is a member of Big Sand Lake Advisory Board and wants to attending February meeting to go over lake levels with the District and propose any changes that need to be made to the District's conveyance system between the Lake and C-1 Canal.	C-1 Canal	Mr. Maitler spoke to Mr. Hay and explained the District's only involvement and review of that system was to make sure that the discharge rates from that system did not exceed the allowable discharge rates. Any additional concerns of the system would need to be directed to Orange County and FDOT.	1/6/23
/10/23	1/10/23 Christa Poinsett	Waterview Reserve	5405 Waterview Drive	Called to advised mowing of the berm behind her home was only being mowed on the top and not the sides and hadn't seen mowers in a long time.	C-1 Canal/Somerset Pond 1	Ms. Vanderbilt spoke to the resident and advised that mowing was not done in the winter months so she would not have seen the mowers since around October and that mowing would start back up around late April/early May. She claimed it had been longer so issue was reported to Dan Brown to confirm. Mr. Brown advised mowing was last done in October and rains may have caused growth since then.	1/10/23
2/1/23	Hailigh - Permits Plus Deer Creek	Deer Creek	5302 Desmond Lane	Reached out on behalf of Lowe's that was hired by a resident to install a fence on their property and requested District approval to install over District's access easement.	Deer Creek Pond 1A	Mr. Flint advised that there was a 10-ft access easement on the East side of the lot and that Note 4 of the plat advises that no plantings or structures shall be placed within the easement. He denied approval. Vendor advised that they would move the fence out of the easement.	2/1/23

# SECTION B

## VALENCIA WATER CONTROL DISTRICT TREE AND VEGETATION TRIMMING QUOTES COMPARISON

	CANALS								
Company		C-1	C	C-4/C-5		C-10	C-	11/C-12	Total
Enviro Tree	\$	9,600	\$	12,000	\$	12,000	\$	41,650	\$ 75,250
Brightview	\$	6,800	\$	9,800	\$	6,200	\$	53,450	\$ 76,250

2/9/23 Prepared by GMS



#### Enviro Tree Service LLC 3202 Phils Lane Apopka FL 32712 www.envirotreeservice.com

Proposal For		Location
Governmental Managment Services 219 East Livingston Street Orlando, FL 32801	main: (407) 841-5524 gfilnt@gmscfl.com	International Dr Orlando, FL

Terms Net 15		
QUANTITY	UNIT PRICE	AMOUNT
1	\$ 9,600.00	\$ 9,600.00
	<b>FAL</b>	\$ 9,600.00
	\$ 0.00	
TOTAL		\$ 9,600.00
	Net 15 QUANTITY 1 SUBTOT SALES	Net 15 QUANTITY UNIT PRICE 1 \$ 9,600.00 SUBTOTAL SALES TAX

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Date:

Please sign here to accept the terms and conditions

Please call mobile number for scheduling questions

Jim Fritchey Office: 407-574-6140 Mobile: 407-310-5040 jfritchey@envirotreeservice.com



1. License and Permits: Contractor shall maintain required insurance if required by state or local law and will comply with all other license and permit requirements required by the city, state and federal governments, as well as all other requirements of the law.

Contractor agrees to provide General Liability insurance, Automotive Liability Insurance, Worker's Compensation Insurance, etc. required by law or Client/ Owner's contract agreement as specified in signed contract prior to and through duration of work.

3. Client/Owner and the Contractor bind themselves, their partners, successors, & assignees to the other party with respect to all covanants of Contract. If property or business is sold or there is a change in ownership during contract period, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in contract agreement to be affective.

4. Client/Owner shall provide all utilities to perform work at Job Site. Client/Owner shall furnish access to all parts of the Job site where Contractor is to perform work as required by the Contract or other Job-related functions in compliance with the contract during normal working hours or hours required by the contract or other reasonable periods of time. Contractor will commence work as reasonable periods of time. Contractor will commence work as reasonably practical after the owner makes the site available to perform work.

5. Any additional services not specified in the signed written contract that involves additional costs will be executed only upon signed written work order and additional fees will be assessed over and above the estimate.

8. Contractor shall recognize and perform in accordance with only written terms, contract specifications, and drawings contained or referred to herein. All materials shall conform to contract specifications.

7. Contractor reserves the right to hire qualified subcontractors in accordance with the contract specifications.

8. Contractor shall designate a qualified representative with experience in tree management to oversee work. Workforce shall always dress in proper work attire. All employees shall be competent and qualified and legally authorized to work in the U.S.

9. If the jobelite conditions materially change from the time of approval of this proposal to the commencement of work causing the job costs to adversely change, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Safety of workforce will always take precedence.

10. The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings containing or referred to herein. All Materials shall conform to bid specifications.

11. Crown thinning more than twenty-five percent, or any requests not in accordance with ISA standards will require a signed waiver of liability.

12. Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which may be caused due to the Contractor's work. It is understood and agreed that the Contractor shall not be liable for any damages that are the result of the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by acts of nature such as hall, fire, flood, hurricane, windstorm, etc. Under these Instances, Contractor shall have the right to renegotiate the terms and prices of this proposal within thirty (30) days. Any lifegal trespase claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and authorization shall be the sole responsibility of Client/Owner.

13. Notice of Cancellation of work must be received in writing to a Principle/Management of Enviro Tree Service before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel/hourly wage charge of \$150.00.

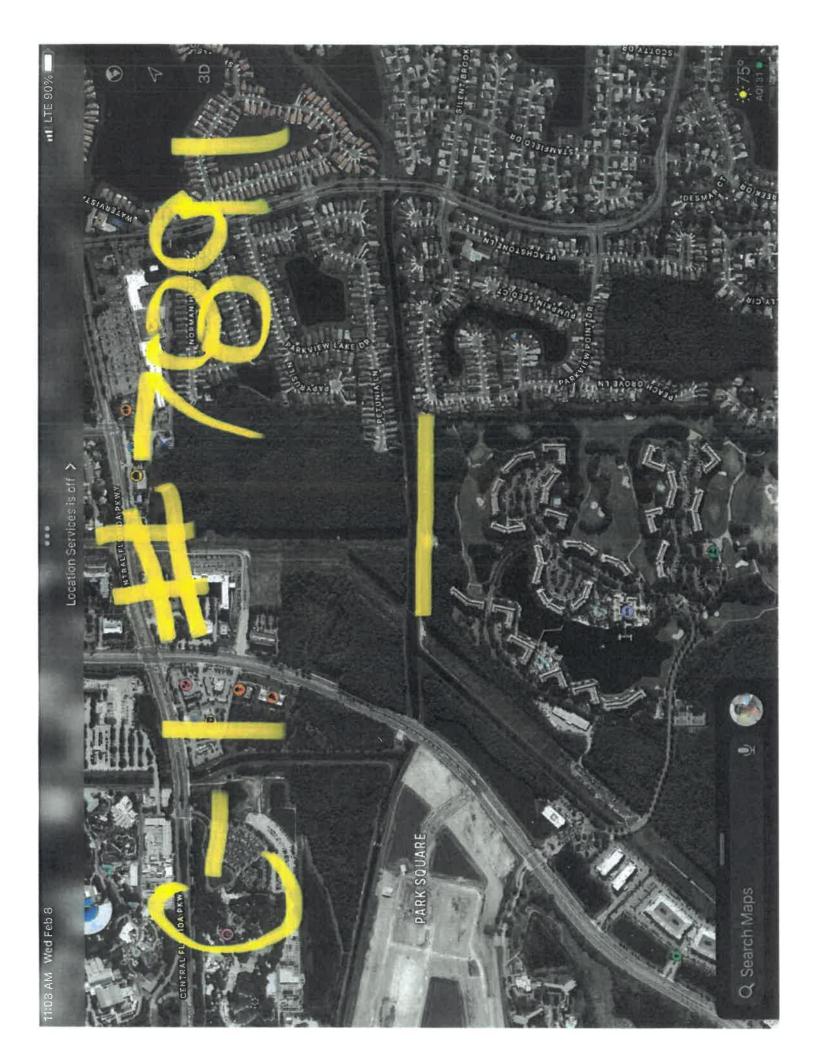
14. Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice unless otherwise agreed upon in writing. Failure to make payment per terms may result in a Mechanic's Lien, & 18% APR with a minimum of \$10.00 per month, if a check is returned for any reason at all, client/owner will pay an additional \$30.00 per returned check. We accept Visa and Mastercard. We DO NOT accept American Express or Discover, A 3% fee is charged by the credit card company for this service.

15. All work, including emergency work, overtime and weekend work performed outside of the normal working hours (Mon-Fri 6:30 a.m.- 5:00 p.m.) shall be billed at overtime rates. Power equipment will commence at 7:00 a.m., unless otherwise specified in the contract agreement. Additional charges will apply if crews are unable to use power equipment by 9:00 a.m.

16. Trees removed will be cut as close to the ground as possible based the conditions next to the bottom of the tree trunk. Additional charges will be assessed for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, stc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Clent/Cwner, Client/Cwner shall be responsible for contacting Underground Service Alert to locate underground utility and cable lines prior to commencement of work. Enviro Tree Service is not responsible for damage to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation systems. Enviro Tree Service will repair damaged irrigation lines at the Client/Owner's expense. Additionally, we will do our best to protect lawn and landscaping; however, some repair or replacement may be required and is the responsibility of homacwner.

17. Disclaimer: Contract is based on the information given at the time of contract and priced based upon information gathered during the proposal process using ordinary means and information given, at or about the time the proposal was prepared. The price quoted in the proposal for work performed is the result of that information given, at or about the time the proposal was prepared. The price quoted in the proposal for work performed is the result of that information, that were not escentianable at the time proposal process using and therefore Enviro Tree Service will not be liable for any additional costs or damages for additional work not described on the contract or proposal are contract. The work performed by Enviro Tree Service is Intended to preserve the tree's integrity and any property of the corresponding work and enhance the overall value of the property but is not a guarantee. Enviro Tree Service enanct be held liable for unknown or otherwise hidden defects of any trees on or near work being performed, which may fail in the future. The work performed cannot guarantee exact results.

Client/Owner		Enviro Tree Service	407-574-6140	
Signature	Title	Signature	Title	
Printed Name	Date	Printed Name	Date	





#### Enviro Tree Service LLC 3202 Phils Lane Apopka FL 32712

Apopka FL 32/12 www.envirotreeservice.com

Proposal For		Location
Governmental Managment Services 219 East Livingston Street Orlando, FL 32801	main: (407) 841-5524 gflint@gmscfl.com	International Dr Orlando, FL

VWCD Canal Trim C-4	Terms Net 15		
ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Miscellaneous Pruning and Removal of Brazilian Pepper and Other Noxious Trees and Plants Along Designated Areas of Canal Banks and Dispose of Debris. All Brazilian Pepper will be Treated to Prevent Regrowth.	1	\$ 12,000.00	\$ 12,000.00
All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing, Balances not paid by the due date are subject	SUBTOTA	AL	\$ 12,000.00
to late fees. Work includes clean-up and disposal. Bid Valid for 30 days.	SALES TAX		\$ 0.00
Signature	TOTAL		\$ 12,000.00

х

Date:

Please sign here to accept the terms and conditions

#### Please call mobile number for scheduling questions

Jim Fritchey Office: 407-574-6140 Mobile: 407-310-5040 jfritchey@envirotreeservice.com



1. License and Permits; Contractor shall maintain required insurance if required by state or local law and will comply with all other license and permit requirements required by the city, state and federal governments, as well as all other requirements of the law.

 Contractor agrees to provide General Liability insurance, Automotive Liability insurance, Worker's Compensation Insurance, etc. required by law or Client/ Owner's contract agreement as specified in signed contract prior to and through duration of work.

 Client/Owner and the Contractor bind themselves, their partners, successors, & assignees to the other party with respect to all covenants of Contract. If property or business is sold or there is a change in ownership during contract period, Client/Owner must first obtain the written consent of Contractor for the assignment of any Interest in contract agreement to be affective.

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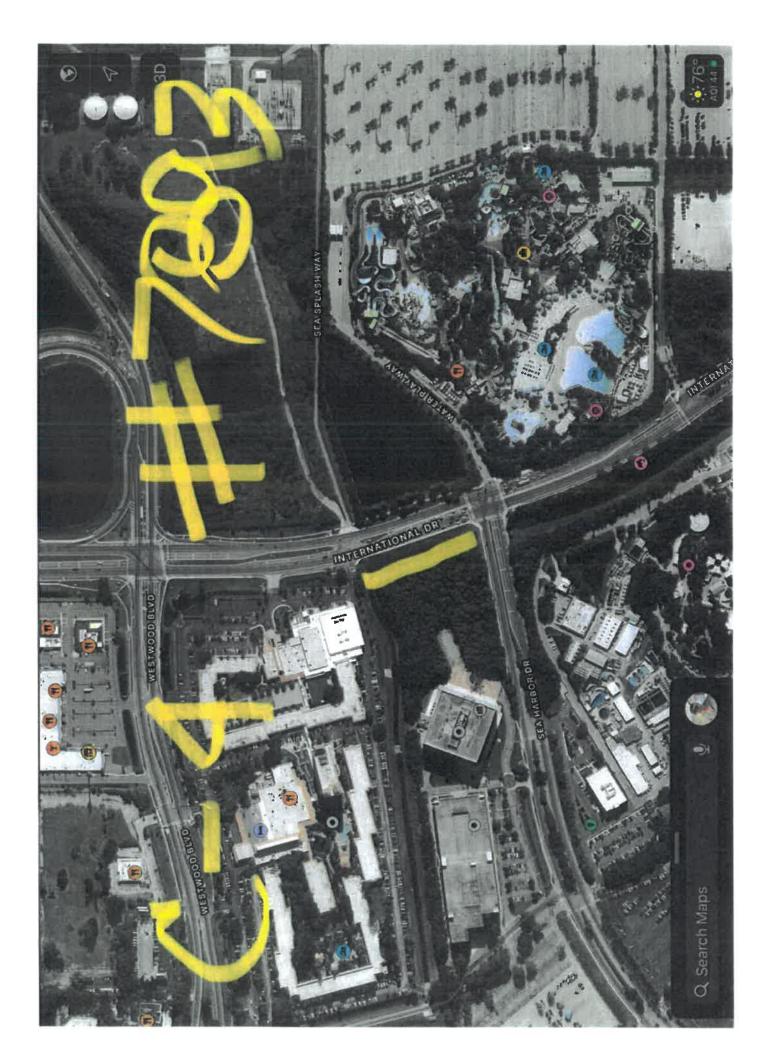
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Client/Owner		Enviro Tree Service	407-574-6140	
Signature	Title	Signature	Title	
Printed Name	Date	Printed Name	Date	





Enviro Tree Service LLC 3202 Phils Lane Apopka FL 32712 www.envirotreeservice.com

Proposal For	Location	
Governmental Managment Services219 East Livingston Streetmain: (407) 841-5524Orlando, FL 32801gflint@gmscfl.com		International Dr Orlando, FL

VWCD Canal Trim C-10	Terms Net 15		
ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Miscellaneous Pruning and Removals of Brazilian Pepper and Other Noxious Trees and Plants Along Designated Areas of Canal Banks and Dispose of Debris. All Brazilian Pepper will be Treated to Prevent Regrowth.	1	\$ 12,000.00	\$ 12,000.00
All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject	SUBTOT	AL	\$ 12,000.00
to late fees. Work Includes clean-up and disposal. Bid Valid for 30 days.	SALES TA	\$ 0.00	
Signature	TOTAL		\$ 12,000.00

х

Date:

Please sign here to accept the terms and conditions

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Jim Fritchey Office: 407-574-6140 Mobile: 407-310-5040 jfritchey@envirotreeservice.com



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11. Crown thinning more than twanty-five percent, or any requests not in accordance with ISA standards will require a signed waiver of liability.

12. Contractor shall indemnify the Client/Owner and its agants and amployees from liabilities which may be caused due to the Contractor's work. It is understood and agreed that the Contractor shall not be liable for any damages that are the result of the sole negligence or willful misconduct of the Client/Owner or an Indemnified party. Contractor shall not be liable for any damages that are the result of the sole negligence or willful misconduct of the Client/Owner or an Indemnified party. Contractor shall not be liable for any damage that occurs from ects of God. Acts of God are defined as those caused by acts of nature such as hall, fire, flood, hurricane, windstorm, etc. Under these instances, Contractor shall have the right to renegotist the terms and prices of this proposal within thirty (30) days. Any illegal trespase claims end/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and authorization shall be the sole responsibility of Client/Owner.

13. Notice of Cancellation of work must be received in writing to a Principle/Management of Enviro Tree Service before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel/hourly wage charge of \$150.00.

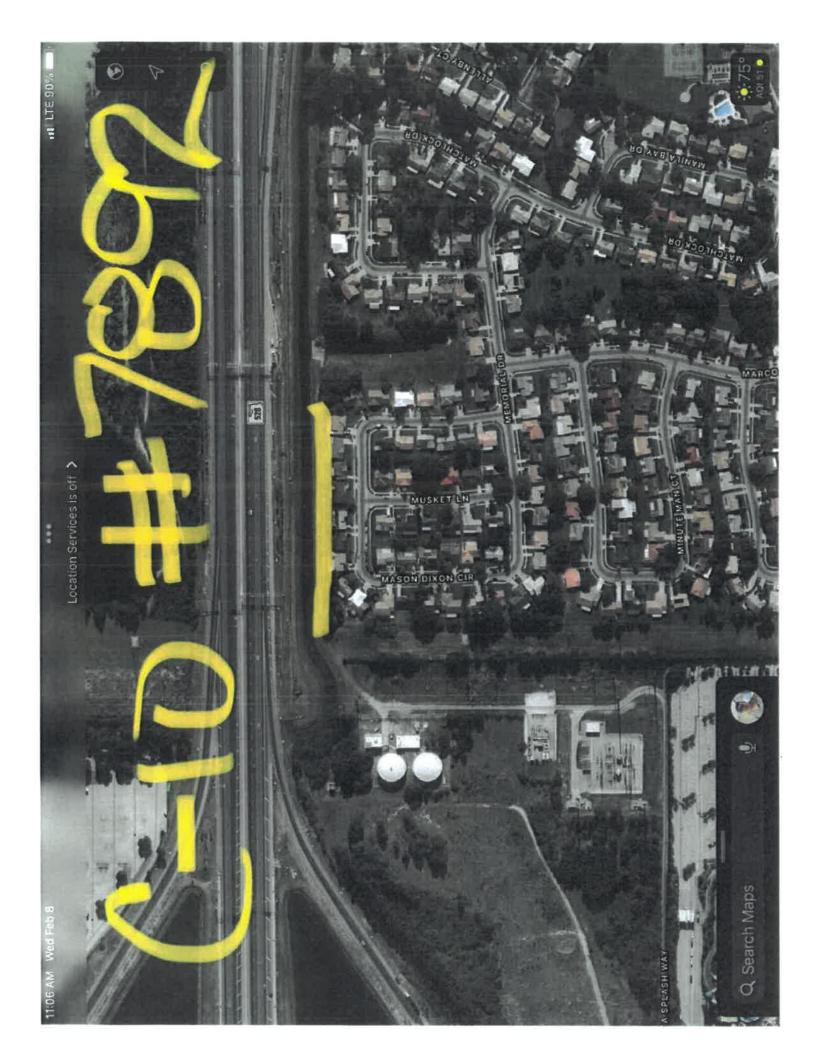
14. Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice unless otherwise agreed upon in writing. Failure to make payment per terms may result in a Mechanic's Lien, & 18% APR with a minimum of \$10.00 per month. If a check is returned for any reason at all, client/owner will pay an additional \$30.00 per returned check. We accept Visa and Mestercard. We DO NOT accept American Express or Discover. A 3% fee is charged by the credit card company for this service.

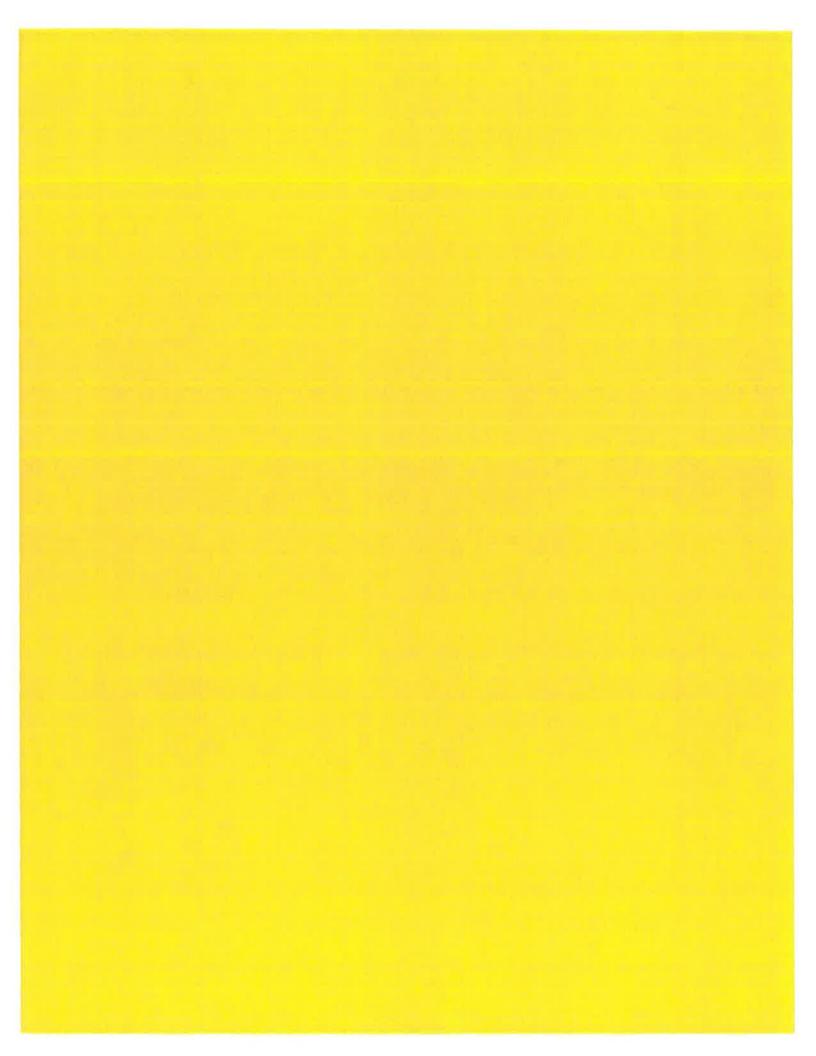
15. All work, including emergency work, overtime and weekend work performed outside of the normal working hours (Mon-Fri 6:30 a.m., 5:80 p.m.) shall be billed at overtime rates. Power equipment will commence at 7:00 a.m., unless otherwise specified in the contract agreement. Additional charges will apply if crews are unable to use power equipment by 9:00 a.m.

16. Trees removed will be cut as close to the ground as possible based the conditions next to the bottom of the tree trunk. Additional charges will be assessed for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. if requested, mechanical grinding of visible tree stump will be done to a defined within and deptit below ground level at an additional charge to the Client/Owner, Client/Owner, Client/Owner, Stall be responsible for contacting Underground Service as, but not limited to conterior to commencement of work. Enviro Tree Service is not responsible for damage to underground utilities such as, but not limited to, cobles, wines, pipes, and impairos. Enviro Tree Service will regal damaged irrigation lines at the Client/Owner science. Additionally, we will do our best to protect lawn and landscaping; however, some repair or replacement may be required and is the responsibility of homeowner.

17. Discialmer: Contract is based on the information given at the time of contract and priced based upon information gathered during the proposal process using ordinary means and information given, at or about the time the proposal was prepared. The price quoted in the proposal for work partormed is the result of that information and therefore Envire Tree Service will not be liable for any additional costs or damages for additional work not described on the contract or proposal and terms and conditions, that were not secretainable at the time proposal or contract. The work performed by Enviro Tree Service is informed to preserve the tree's integrity and any property of the corresponding work and enhance the overall value of the property but is not a guarantee. Enviro Tree Service cannot be held liable for unknown or otherwise hidden defects of any trees on or near work being performed, which may fall in the future. The work performed cannot

Cilent/Owner		Enviro Tree Service	407-574-6140	
Signature	Title	Signature	Title	
Printed Namo	Date	Printed Name	Date	







#### Enviro Tree Service LLC 3202 Phils Lane Apopka FL 32712 www.envirotreeservice.com

Proposal For	Location	
Governmental Managment Services 219 East Livingston Street Orlando, FL 32801	main: (407) 841-5524 gflint@gmscfl.com	S John Young Pkwy Orlando, FL

VWCD Canal Trim C-11 & C-12	Terms Net 15	
ITEM DESCRIPTION	QUANTITY UNIT PRICE	AMOUNT
Miscellaneous Pruning and Removal of Brazilian Pepper and Other Noxious Trees and Plants Along Designated Areas of Canal Banks and Dispose of Debris. All Brazilian Pepper will be Treated to Prevent Regrowth. C-12 Swale Recovery Removing Pines and Brazilian Pepper and Grind Stumps to Allow for Proper Maintenance.	1 \$41,650.00	\$ 41,650.00
All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subje	SUBTOTAL	\$ 41,650.00
to late fees. Work Includes clean-up and disposal. Bid Valid for 30 days.	SALES TAX	\$ 0.00
Signature	TOTAL	\$ 41,650.00

х

Date:

Please sign here to accept the terms and conditions

# Please call mobile number for scheduling questions

Jim Fritchey Office: 407-574-6140 Mobile: 407-310-5040 jfritchey@envirotreeservice.com



1. License and Permits: Contractor shall maintain required insurance if required by state or local law and will comply with all other license and permit requirements required by the city, state and federal governments, as well as all other requirements of the law.

2. Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, etc. required by law or Client/ Owner's contract agreement as specified in signed contract prior to and through duration of work.

3. Client/Owner and the Contractor bind themselves, their partners, successors, & assignees to the other party with respect to all covenants of Contract. If property or business is sold or there is a change in ownership during contract period, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in contract agreement to be effective.

4. Client/Owner shall provide all utilities to perform work at Job Site. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other job-related functions in compilance with the contract during normal working hours or hours required by the contract or other reasonable periods of time. Contractor will commence work as reasonably practical after the owner makes the site available to perform work.

5. Any additional services not specified in the signed written contract that involves additional costs will be executed only upon signed written work order and additional fees will be assessed over and above the estimate.

6. Contractor shall recognize and perform in accordance with only written terms, contract specifications, and drawings contained or referred to herein. All materials shall conform to contract specifications.

7. Contractor reserves the right to hire qualified subcontractors in accordance with the contract specifications.

8. Contractor shall designate a qualified representative with experience in tree management to oversee work. Workforce shall always dress in proper work attire. All employees shall be competent and qualified and legally authorized to work in the U.S.

9. If the jobsite conditions materially change from the time of approval of this proposal to the commencement of work causing the job costs to adversely change, this proposal is null and vold. Scheduling of work is dependent on weather conditions and workloads. Safety of workforce will always take precedence.

10. The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings containing or referred to herein. All Materials shall conform to bid specifications.

11. Crown thinning more than twenty-five percent, or any requests not in accordance with ISA standards will require a signed waiver of liability.

12. Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which may be caused due to the Contractor's work. It is understood and agreed that the Contractor shall not be liable for any damages that are the result of the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by acts of nature such as hail, fire, flood, hurricane, windstorm, etc. Under these instances, Contractor shall have the right to renegotiate the terms and prices of this proposal within thirty (30) days. Any illegal trespass claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and authorization shall be the sole responsibility of Client/Owner.

13. Notice of Cancellation of work must be received in writing to a Principle/Management of Enviro Tree Service before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel/hourly wage charge of \$150.00.

14. Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice unless otherwise agreed upon in writing. Fallure to make payment per terms may result in a Mechanic's Lien, & 18% APR with a minimum of \$10.00 per month. If a check is returned for any reason at all, client/owner will pay an additional \$30.00 per returned check. We accept Visa and Mastercard. We DO NOT accept American Express or Discover. A 3% fee is charged by the credit card company for this service.

15. All work, including emergency work, overtime and weekend work performed outside of the normal working hours (Mon-Fri 6:30 a.m.- 5:00 p.m.) shall be billed at overtime rates. Power equipment will commence at 7:00 a.m., unless otherwise specified in the contract agreement. Additional charges will apply if crews are unable to use power equipment by 9:00 a.m.

16. Trees removed will be cut as close to the ground as possible based the conditions next to the bottom of the tree trunk. Additional charges will be assessed for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility and cable lines prior to commencement of work. Enviro Tree Service is not responsible for damage to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation systems. Enviro Tree Service will repair damaged irrigation lines at the Client/Owner's expense. Additionally, we will do our best to protect lawn and landscaping; however, some repair or replacement may be required and is the responsibility of homeowner.

17. Disclaimer: Contract is based on the information given at the time of contract and priced based upon information gathered during the proposal process using ordinary means and information given, at or about the time the proposal was prepared. The price quoted in the proposal for work performed is the result of that information and therefore Enviro Tree Service will not be liable for any additional costs or damages for additional work not described on the contract or proposal and terms and conditions, that were not ascertainable at the time proposal or contract. The work performed by Enviro Tree Service is intended to preserve the tree's integrity and any property of the corresponding work and enhance the overall value of the property but is not a guarantee. Enviro Tree Service cannot be held liable for unknown or otherwise hidden defects of any trees on or near work being performed, which may fail in the future. The work performed cannot guarantee exact results.

Client/Owner		Enviro Tree Service	407-574-6140	
Signature	Title	Signature	Title	
Printed Name	Date	Printed Name	Date	







February 6, 2023 Proposal #: 511431

B 4 C N	rightView Tree Care Servic ranch Office #49360 777 Old Winter Garden Roa Irlando, Florida 32789 lichael Provencher lichael.provencher@brightvi al:407-496-8074	d	Tree Care Service Address/Location GMS - Canal 1 5850 Central Florida Pkwy Orlando, FL 32821	
Prop	osed Tree Care Service	3		
	Species	Qty	Objective	Price
	Multiple Species	2	Cut back wood line ~8'-12' and elevate canopy to ~14'-15' for length of work zone.	-
	Total			\$8,800

#### **Additional Information**

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Use machinery to forestry mow ~8'-12' back from current edge of woodline or to property line fence various invasive and other materials. Elevate overhanging branches that remain to ~14'-15' above grade for large tractor clearance. All cut material to be mulched in place and left on site. NOTE; Treat various Brazilian Pepper stumps with herbicide to limit regeneration of plant material.





Legend (2)

Proposal #511431



#### GMS - Canal 1 GMS - Canal #1

January 28, 2023





Multiple Species ID# 2 Multiple Species



Cut back wood line ~8'-12' and elevate canopy to ~14'-15' for length of work zone.



Cut back wood line ~8'-12' and elevate canopy to ~14'-15' for length of work zone.

# BrightView Tree Care Services Terms & Conditions

- Bid Specifications: The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is beingdone in accordance with ANSI A300 standards.
- Bid Expiration: This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
- Work Force: Contractor shall designate a qualified representative with experience in tree
  management. The work force shall be presentable at all times. All employees shall be
  competent and qualified and shall be legally authorized to work in the U.S.
- 4. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseem hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Bright/view Tree Care Services is not responsible for ange done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. Bright/view Tree Care Services will repair damaged Inrigation lines at the Client/Owner's expense.
- 5. Scheduling of Work: If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
- 6. Work Hours: Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
- License and Permits: Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other licenseand permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other Insurance required by law or Client/Owner, as specified in writing priot to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
- 10. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are edjudicated to have been caused by Contractor's negligence or willfull misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shell have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any lilegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.
- 12. Non-Union Contractor: Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 14. Additional Services: Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
- 15. Access to Job Sita: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Proposal #511431

- Involcing: Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
- 15. Cancellation: Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
- 16. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
- 17. Discialmen: This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by sold ground level visual inspection by ordinary means at the time said Inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to anhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein carnot guarantee exact results. Professional engineering, architectural, and/or landscape design services? The solar design defects in the contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineering, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

#### Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all casts of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

#### Customer

Signature

Printed Name

February 6, 2023

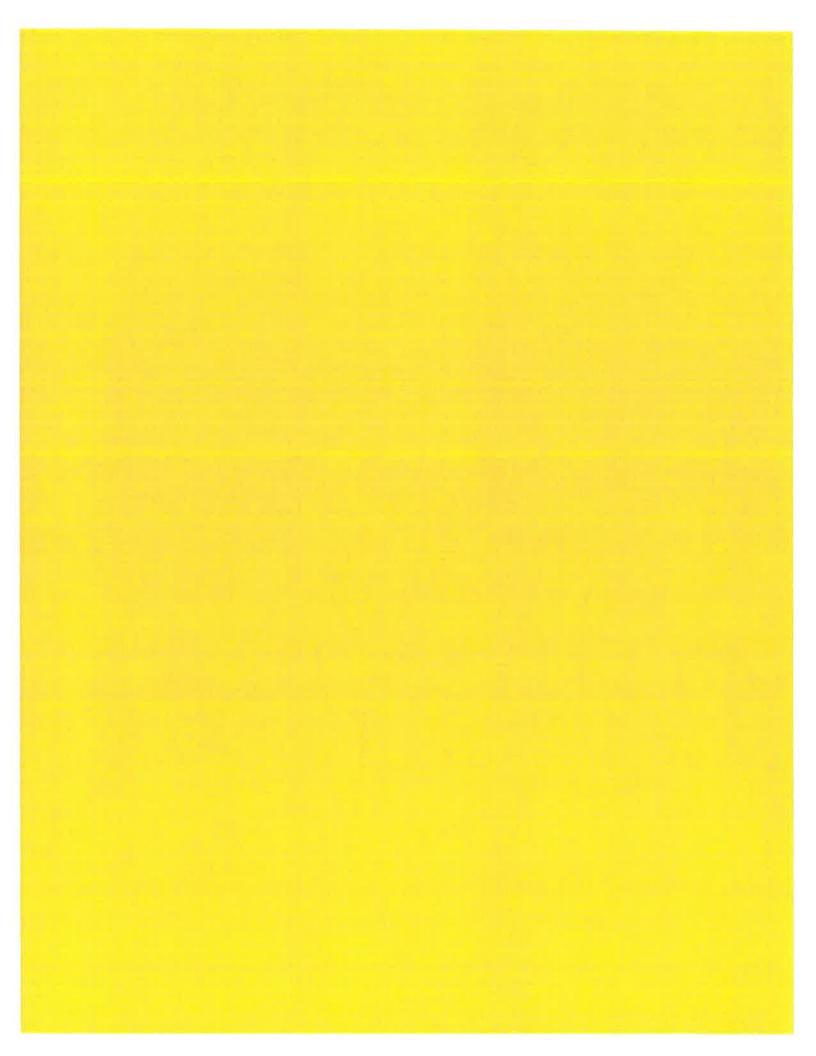
Printed Name

# **BrightView Tree Care Services**

Michael Provencher	February 6, 2023
Signature	Date
Michael Provencher	February 6, 2023

Date

Date



Bright	View P Care Services				<b>B</b>	February 8, 2023 Proposal #: 513123
Branch Off 4777 Old V Orlando, F Michael Pr	ovencher@brightview.com	Tree Care Servic GMS - Canal 4 6201倓6269 Sea Orlando, FL 3282				
Proposed Tr	ee Care Services					
	Species		Qty	Objective	Price	
	Multiple Species		4		-	
	Total				\$9,800	

#### Additional Information

Use machinery to forestry mow ~8'-12' back from current edge of woodline various invasive and other materials up to ~4"-6" diameter. Elevate overhanging branches that remain to ~14'-15' above grade for large tractor clearance. All cut material to be mulched in place and left on site. NOTE: Treat various Brazilian Pepper stumps with herbicide to limit regeneration of plant material.

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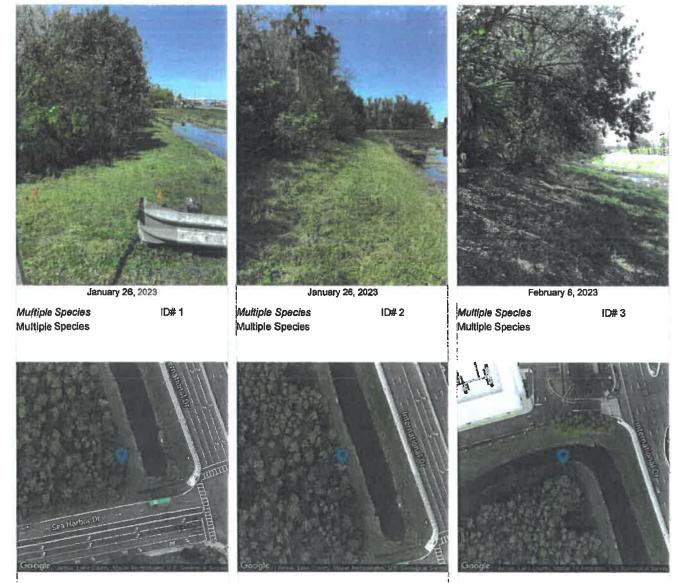




Legend (4)

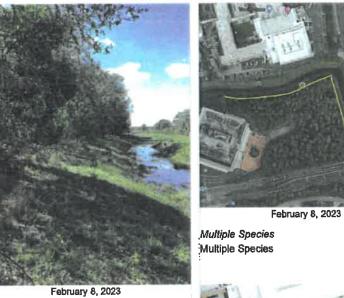


GMS - Canal 4 - Woodline Cut Back





GMS - Canal 4 - Woodline Cut Back



ID# 4



1D# 4

Multiple Species Multiple Species



# BrightView Tree Care Services Terms & Conditions

- Bid Specifications: The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is beingdone in accordance with ANSI A300 standards.
- Bid Expiration: This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
- Work Force: Contractor shall designate a qualified representative with experience in tree
  management. The work force shall be presentable at all times. All employees shall be
  competent and qualified and shall be legally authorized to work in the U.S.
- 4. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be level for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visibla tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and lendscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Bright/Yew Tree Care Services will repair damaged one to Underground utilities such as, but not limited to cables, wires, pipes, and irrigation parts. Bright/Yew Tree Care Services will repair damaged in the Client/Owner's expense.
- 5. Scheduling of Work: If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
- 6. Work Hours: Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
- License and Permits: Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other licenseand permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
- 10. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hall, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
- Walver of Liability: Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.
- 12. Non-Union Contractor: Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become vold, with no further liability to Contractor.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 14. Additional Services: Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
- 15. Access to Job Site: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

- 14. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
- Cancellation: Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Clent/Owner.
- 16. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Clent/Owner's interest in its business and/or the property/hich is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
- 17. Disclaimer: This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incident/sectients resulting from conditions, that were not escentanable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by Bright/New Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing esthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

## Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been raceived by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, Including reasonable attorneys' fees and it shall be relived of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 4S days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Date

Date

#### Customer

Signature

February 8, 2023

Printed Name

# **BrightView Tree Care Services**

Michael Provencher	February 8, 2023
Signature	Date
Michael Provencher	February 8, 2023

Printed Name

)



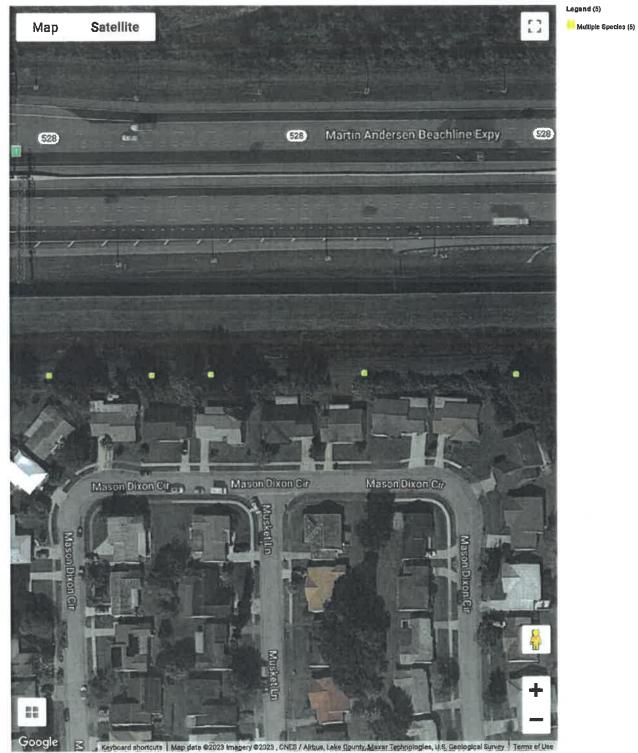


Branch Offi 4777 Old V Orlando, Fl Michael Pro	ovencher@brightview.com	Tree Care Service Address/Location GMS - Canal 10 10157 Mason Dixon Cir Orlando, FL 32821			
Proposed Tre	ee Care Services				
	Species		Qty	Objective	Price
	Multiple Species		5		-
	Total				\$6,200

#### **Additional Information**

Use chainsaws and general labor to cut back to fence line various invasive and other materials. Elevate overhanging branches that remain to ~14'-15' above grade for large tractor clearance. Large debris to be cleaned up with small loader and hauted away from site. NOTE: Treat various Brazilian Pepper stumps with herbicide to limit regeneration of plant material.

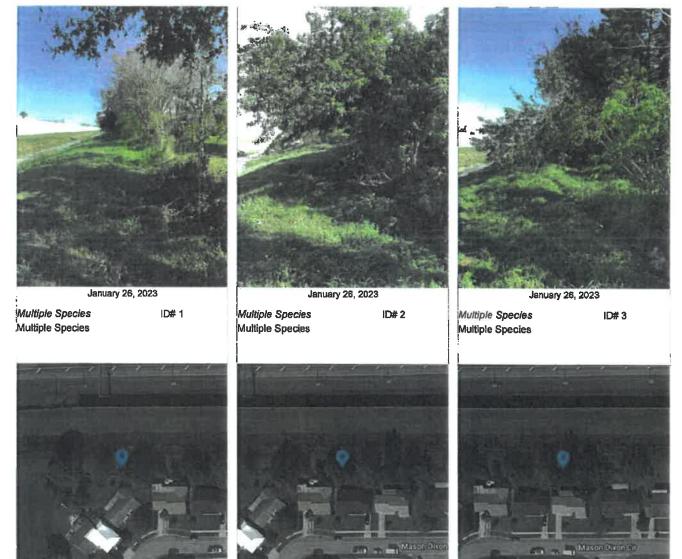




Proposal #511399



GMS - Canal 10





GMS - Canal 10



Multiple Species Multiple Species

ID# 4

*Multiple Species* Multiple Species

ID# 5





# **BrightView Tree Care Services Terms & Conditions**

- 1. Bid Specifications: The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is beingdone in accordance with ANSI A300 standards.
- 2. Bid Expiration: This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
- 3. Work Force: Contractor shall designate a qualified representative with experience in tree renangement. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
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- 7. License and Permits: Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other licenseand permit requirements of relevant city, state and federal governments, as well as all other recivirements of law.
- 8. Taxes: Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
- 9. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
- 10. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from Landrug: Contractor shall meltities that arise our of Contractor's work to the extent such liabilities and against any liabilities that arise our of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hall, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
- 11. Welver of Liability: Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arbonicultural) standards will require a signed waiver of ilability.
- 12. Non-Union Contractor: Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to ractor.
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- 14. Additional Services: Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
- 15. Access to Job Site: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform Cherry Owner shall ultrash access to an parts of the polysite where Contractor's to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

- 14. Involcing: Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
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- 16. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignces and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the propertywhich is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
- 17. Disclaimer: This proposal for tree care services was estimated and priced based upon a Disclaimes: This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground leval using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground leval visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground leval visual inspection by ordinary means at the time said inspection was performed. The work performed by Brightview Tree Care Services Is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing asthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may full in the future. The corrective work otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services (Toesign Services') are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

## Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fitteen (15) days after billing. BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

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#### Customer

Signature

February 6, 2023

Printed Name

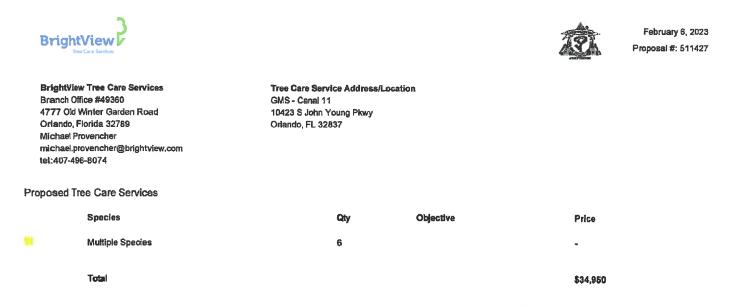
# **BrightView Tree Care Services**

Michael Provencher	February 6, 2023		
Signature	Date		
Michael Provencher	February 6, 2023		

Date

Printeri Name

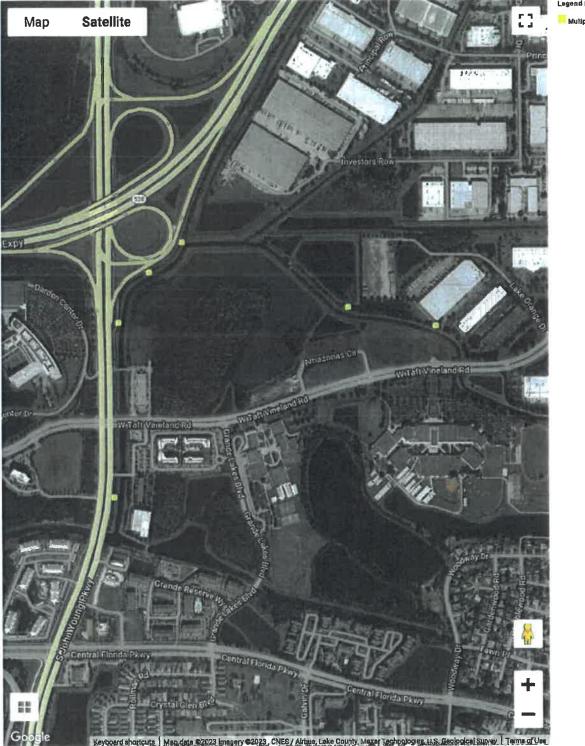
Date



#### **Additional Information**

Use machinery to forestry mow ~8'-12' back from current edge of woodline or to property line fence various invasive and other materials. Elevate overhanging branches that remain to ~14'-15' above grade for large tractor clearance. All cut material to be mulched in place and left on site. NOTE: Treat various Brazilian Pepper stumps with herbicide to limit regeneration of plant material.





Legend (6)

Multiple Species (6)

Proposal #511427

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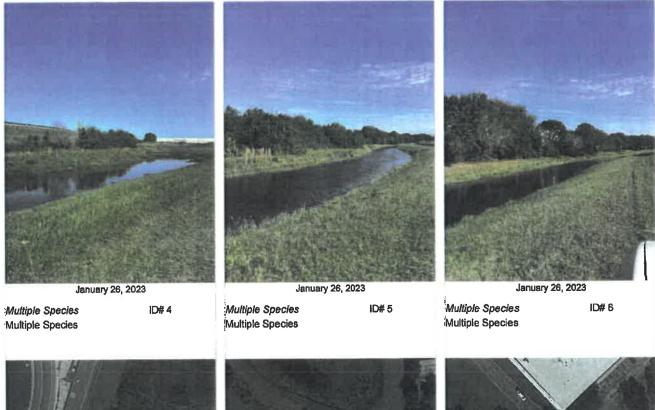


GMS - Canal 11





GMS - Canal 11 GMS - Canal 11









# BrightView Tree Care Services Terms & Conditions

- Bid Specifications: The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is beingdone in accordance with ANSI A300 standards.
- Bid Expiration: This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
- Work Force: Contractor shall designate a qualified representative with experience in tree
  management. The work force shall be presentable at all times. All employees shall be
  competent and qualified and shall be legally authorized to work in the U.S.
- 4. Tree & Stump Removab Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground lavel at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to lacate underground utility lines prior to start of work. Bright/Wer Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. Bright/Ver Tree Care Services will repair damaged Irrigation lines at the Client/Owner's expense.
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- 6. Work Hours: Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
- License and Permits: Contractor shall maintain a Lendscape Contractor's license if required by State or local law and will comply with all other licenseand permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
- 10. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the night to renegotiate the terms and prices of this agreement within sity (60) days. Any Illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arbonicultural) standards will require a signed weiver of liability.
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- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
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Proposal #511427

- Involcing: Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoke.
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- 16. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
- 17. Disclaimer: This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incident/scicients resulting from conditions, that were not accertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chences of tree failure and any corresponding property liabilities, in addition to enhancing esthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional, and/or landscape design services "Design Services" are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must angage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer Involved.

## Acceptance of this Proposal

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## Customer

Signature

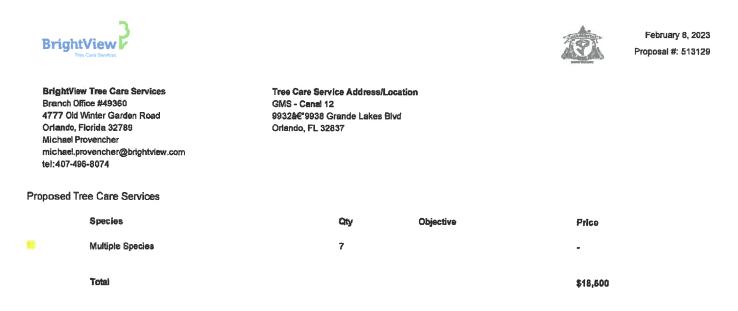
February 6, 2023

Printed Name

# BrightView Tree Care Services

Michael Provencher	February 6, 2023
Signature	Date
Michael Provencher	February 6, 2023
Printed Name	Date

Date



#### **Additional Information**

Use machinery to forestry mow ~8'-12' back from current edge of woodline or up to chainlink fence near apartment complex various invasive and other materials up to ~4"-6" diameter. For select areas along fence line small/medium diameter Pines will be remove and stump cut low to grade against chainlink fence. Brazilian Pepper and other material embedded in fence will be cut back to fence as possible but material on apartment complex side will remain. Elevate overhanging branches that remain to ~14'-15' above grade for large tractor clearance. All cut material to be mulched in place and left on site. NOTE: Treat various Brazilian Pepper stumps with herbicide to limit regeneration of plant material.







Proposal #513129



GMS - Canal 12 - Woodline Cut Back





GMS - Canal 12 - Woodline Cut Back



ID#6

Multiple Species



February 8, 2023 ecies ID# 7

Multiple Species Multiple Species







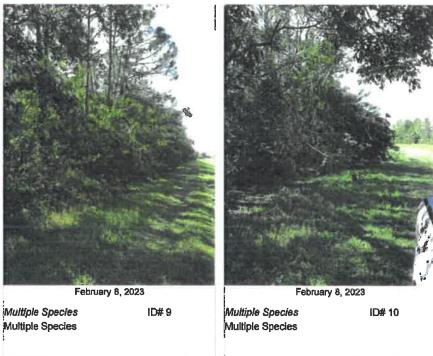
Multiple Species Multiple Species



ID# 8



GMS - Canal 12 - Woodline Cut Back



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Include removal of small/medium diameter Pines along chain link fence.



# BrightView Tree Care Services Terms & Conditions

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Date

Date

## Customer

Signature

Printed Name

February 8, 2023

Printed Name

## **BrightView Tree Care Services**

Michael Provencher	February 8, 2023	
Signeture	Date	

Michael Provencher

February 8, 2023