Windward
Community Development District

Agenda

June 19, 2024

Windward
Community Development District

219 East Livingston Street, Orlando, FL 32801
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June 12, 2024

Board of Supervisors
Windward Community
Development District

Dear Board Members:
The regular meeting of the Board of Supervisors of the Windward Community Development District will be held **Wednesday, June 19, 2024 at 1:00 p.m.** at **7813 Four Seasons Blvd., Kissimmee, Florida 34747.** Following is the agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the May 15, 2024 Board of Supervisors Meeting
4. Presentation of Fiscal Year 2023 Financial Audit Report
5. Staff Reports
    A. Attorney
    B. Engineer
    C. Field Manager
        i. Consideration of Proposals for Landscape Services
            a. BrightView Landscape Services
            b. Duval Landscape Maintenance, LLC.
            c. Floralawn
            d. Helping Hand Lawncare
            e. Juniper
            f. OmegaScapes Inc.
            g. Prince & Sons
            h. Rotolo Consultants, Inc (RCI)
            i. United Land Services
            j. Weber Environmental
            k. Yellowstone Landscape
    D. District Manager
        i. Approval of Check Register
        ii. Balance Sheet and Income Statement
        iii. Review of Task List
6. Other Business
7. Supervisors' Requests
8. Adjournment

MINUTES

MINUTES OF MEETING
WINDWARD
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Windward Community Development District was held Wednesday, **May 15, 2024** at 1:00 p.m. at 7813 Four Seasons Boulevard, Kissimmee, Florida.

Present and constituting a quorum were:

Jimmy Clark	Chairman
Susan Moss	Vice Chairperson
Gretta Akellino	Assistant Secretary

Also Present were:

Jason Showe	District Manager
Kristen Trucco	District Counsel
Stephen Saha	District Engineer *by telephone*
Thomas Santos	Field Manager
Rebecca Shelton	Juniper Landscaping
Several Residents	

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Showe called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS **Public Comment**

Resident comments: dog park opened, it has been cleaned up, need signage and some trees moved, corner lot has a 15-foot area with no sprinklers, incomplete wet check reports from landscape maintenance company, irrigation clock and rain sensors, map of community with location of irrigation clocks and received incomplete reports on six clocks from Juniper, dead palms.

THIRD ORDER OF BUSINESS **Approval of the Minutes of the April 17, 2024 Meeting**

> On MOTION by Ms. Akellino seconded by Ms. Moss with all in favor the minutes of the April 17, 2024 meeting were approved as presented.

FOURTH ORDER OF BUSINESS **Consideration of Resolution 2024-04 Approving the Fiscal Year 2025 Proposed Budget and Setting a Public Hearing to Adopt**

Mr. Showe stated Resolution 2024-04 approves the proposed fiscal year 2025 budget and sets July 17, 2024 as the public hearing for final adoption and directs staff to transmit the approved budget to Osceola County and post it on the district's website.

We are proposing an assessment increase. There is no deficit funding in the next budget as the homes will be sold and we are required to place all assessments on the assessment roll.

There are some contractual adjustments on the management services and insurance has increased. The big increases on the operations side are water, the engineer recalculated the split between the HOA and CDD and it will now be a 50/50 split, increases in streetlighting. There has not been a reserve fund and we propose setting aside $50,000 per year as an appropriate amount. We are looking at an increase of $625 annually on your O&M per home. Depending on the landscape decision that cost may come down and we may be able to adjust the budget slightly. We are operating on financials through March 31st and we will continue to review your financials as they come in.

We have a description of all the line items and have tried to provide as much detail as possible.

> On MOTION by Ms. Akellino seconded by Ms. Moss with all in favor Resolution 2024-04 Approving the Fiscal Year 2025 Proposed Budget and Setting a Public Hearing to Adopt was approved.

Mr. Showe stated we will send out notices to the homeowners of the proposed assessment increase. If there are other things we can adjust, we will bring that down prior to the public hearing.

FIFTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Trucco stated we continue to work with the developer and engineer on the tracts conveyed to the CDD.

B. Engineer

There being no comments, the next item followed.

C. Field Manager

i. Approval of Landscape Bid Package and Request for Proposals

Mr. Showe stated as part of your agenda we prepared a project manual for landscape and irrigation. We are going into the budget cycle and given the dollar amount we project the contract to be at build-out we would have to go through a formal bid process. We built this similar to our normal scope of services, we will advertise it in the paper and get bids back by June 12th, which is one week in advance of your next meeting so you can have a chance to review the bid responses.

> On MOTION by Mr. Clark seconded by Ms. Akellino with all in favor the landscape bid package and request for proposals was approved.

Mr. Santos stated I'm taking over for Andy. The dog park has been covered, we had the issue with the gate and we are working on getting a bolt in there. The pole piece is being ordered for the cameras.

D. District Manager

i. Approval of Check Register

> On MOTION by Ms. Akellino seconded by Ms. Moss with all in favor the check registerer was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

iii. Review of Task List

A copy of the task list was included in the agenda package.

iv. Presentation of Registered Voters – 720

A copy of the letter from the supervisor of elections indicating that there are 720 registered voters residing in the district was included in the agenda package.

SIXTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

SEVENTH ORDER OF BUSINESS Supervisor's Requests

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Clark seconded by Ms. Akellino with all in favor the meeting adjourned at 1:25 p.m.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION IV

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Windward Community Development District
Osceola County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Windward Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2023, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the Section 218.39(3)(c), Florida Statutes in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued our report dated June 10, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.

June 10, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Windward Community Development District, Osceola County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of $5,536,519.

- The change in the District's total net position in comparison with the prior fiscal year was $2,564,913, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.

- At September 30, 2023, the District's governmental funds reported combined ending fund balances of $4,210,848, a decrease of ($5,162,265) in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments and Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities as of September 30, 2023.

Key components of the District's net position are reflected in the following table:

NET POSITION
SEPTEMBER 30,

	2023	2022
Current and other assets	$ 4,615,711	$ 9,456,365
Capital assets, net of depreciation	12,430,455	7,238,392
Total assets	17,046,166	16,694,757
Current liabilities	619,647	343,151
Long-term liabilities	10,890,000	13,380,000
Total liabilities	11,509,647	13,723,151
Net position		
Net investment in capital assets	4,129,461	1,904,699
Restricted	1,124,169	993,226
Unrestricted	282,889	73,681
Total net position	$ 5,536,519	$ 2,971,606

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase was due to the collection of prepaid assessments which were used to pay down the bonds.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

	2023	2022
Revenues:		
Program revenues		
Charges for services	$ 3,804,790	$ 3,568,279
Operating grants and contributions	1,020,679	407,267
Capital grants and contributions	196,067	5,672
Total revenues	5,021,536	3,981,218
Expenses:		
General government	130,922	112,954
Maintenance and operations	1,764,568	1,035,575
Interest	561,133	678,467
Bond issuance costs	-	29,000
Total expenses	2,456,623	1,855,996
Change in net position	2,564,913	2,125,222
Net position - beginning	2,971,606	846,384
Net position - ending	$ 5,536,519	$ 2,971,606

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2023 was $2,456,623. The costs of the District's activities were primarily funded by program revenues. Program revenues, comprised primarily of assessments, increased during the fiscal year as a result of an increase in prepayment revenue and assessment revenue; however, the District also received funds from the Developer to fund operations and for the payment of interest on its long-term debt. The District also received funds from investment earnings which are included in program revenues. In total, expenses, including depreciation, increased from the prior fiscal year, the majority of the increase was the result of an increase in depreciation and increases in landscape and general maintenance.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2023 was amended to increase revenues by $565,009 and increase appropriations by $565,009. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2023, the District had $13,839,146 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of $1,408,691 has been taken, which resulted in a net book value of $12,430,455. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2023, the District had $10,890,000 in outstanding Bonds. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Windward Community Development District's Finance Department at 219 E. Livingston St., Orlando, Florida, 32801.

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	Governmental Activities
ASSETS	
Cash	$ 432,353
Assessments Receivable	7,675
Due from Developer	223,789
Accounts receivable	27,276
Restricted assets:	
Investments	3,924,618
Capital assets:	
Depreciable, net	12,430,455
Total assets	17,046,166
LIABILITIES	
Accounts payable	404,863
Accrued interest payable	214,784
Non-current liabilities:	
Due within one year	140,000
Due in more than one year	10,750,000
Total liabilities	11,509,647
NET POSITION	
Net investment in capital assets	4,129,461
Restricted for debt service	1,124,169
Unrestricted	282,889
Total net position	$ 5,536,519

See notes to the financial statements

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

		Program Revenues			Net (Expense) Revenue and Changes in Net Position
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	$ 130,922	$ 130,922	$ 987,648	$ -	$ 987,648
Maintenance and operations	1,764,568	524,823	-	196,067	(1,043,678)
Interest on long-term debt	561,133	3,149,045	33,031	-	2,620,943
Total governmental activities	2,456,623	3,804,790	1,020,679	196,067	2,564,913
		Change in net position			2,564,913
		Net position - beginning			2,971,606
		Net position - ending			$ 5,536,519

See notes to the financial statements

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	$ 432,353	$ -	$ -	$ 432,353
Investments	-	1,335,612	2,589,006	3,924,618
Assessments receivable	4,341	3,334	-	7,675
Due from Developer	223,789	-	-	223,789
Accounts receivable	27,269	-	-	27,269
Due from other funds	-	7	-	7
Total assets	$ 687,752	$ 1,338,953	$ 2,589,006	$ 4,615,711
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 404,856	$ -	$ -	$ 404,856
Due to other funds	7	-	-	7
Total liabilities	404,863	-	-	404,863
Fund balances:				
Restricted for:				
Debt service	-	1,338,953	-	1,338,953
Capital projects	-	-	2,589,006	2,589,006
Unassigned	282,889	-	-	282,889
Total fund balances	282,889	1,338,953	2,589,006	4,210,848
Total liabilities and fund balances	$ 687,752	$ 1,338,953	$ 2,589,006	$ 4,615,711

See notes to the financial statements

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

Fund balance - governmental funds		$ 4,210,848
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.		
Cost of capital assets	13,839,146	
Accumulated depreciation	(1,408,691)	12,430,455
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Accrued interest payable	(214,784)	
Bonds payable	(10,890,000)	(11,104,784)
Net position of governmental activities		$ 5,536,519

See notes to the financial statements

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
REVENUES				
Assessments	$ 655,745	$ 3,149,045	$ -	$ 3,804,790
Developer contributions	987,648	-	-	987,648
Interest earnings	-	33,031	196,067	229,098
Total revenues	1,643,393	3,182,076	196,067	5,021,536
EXPENDITURES				
Current:				
General government	130,922	-	-	130,922
Maintenance and operations	1,303,263	-	-	1,303,263
Debt service:				
Principal	-	2,490,000	-	2,490,000
Interest	-	606,248	-	606,248
Capital outlay	-	-	5,653,368	5,653,368
Total expenditures	1,434,185	3,096,248	5,653,368	10,183,801
Excess (deficiency) of revenues over (under) expenditures	209,208	85,828	(5,457,301)	(5,162,265)
Fund balances - beginning	73,681	1,253,125	8,046,307	9,373,113
Fund balances - ending	$ 282,889	$ 1,338,953	$ 2,589,006	$ 4,210,848

See notes to the financial statements

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Net change in fund balances - total governmental funds	$ (5,162,265)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of those assets is eliminated in the statement of activities and capitalized in the statement of net position.	5,653,368
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	2,490,000
Depreciation on capital assets is not recognized in the governmental fund financial statements, however, these amounts are recognized as expenses in the government-wide statement of activities.	(461,305)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the governmental fund financial statements.	45,115
Change in net position of governmental activities	$ 2,564,913

See notes to the financial statements

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY

Windward Community Development District (the "District") was established by Osceola County Ordinance 2017-21 effective on April 10, 2017 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operations of the infrastructure within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. Initially, the Board is elected by the landowners within the District based on one vote per acre or portion of an acre. Upon 6 years and 250 registered voters, the Supervisors are elected on an at large basis by registered voters residing within the District. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2023, four of the five Board members are affiliated with K. Hovnanian at Mystic Dunes, LLC (“Developer”).

The Board has the responsibility for:
1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board (“GASB”) Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements
The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to residents and non-residents of the District who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as general revenues.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and certified for collection on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure and for renewal and replacement within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets
These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments
The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
c) Interest bearing time deposits or savings accounts in qualified public depositories;
d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items
Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets
Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Roadways	30
Stormwater/reclaim	30
Infrastructure - other	30

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Unearned Revenue
Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations
In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources
In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position
In the fund financial statements, governmental funds report nonspendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover difference in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)
Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. The District follows these procedures in establishing the budgetary data reflected in the financial statements.

a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
b) Public hearings are conducted to obtain comments.
c) Prior to October 1, the budget is legally adopted by the District Board.
d) All budget changes must be approved by the District Board.
e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
f) Unused appropriations for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits
The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments
The District's investments were held as follows at September 30, 2023:

	Amortized Cost	Credit Risk	Maturities
US Bank Gcts 0490	$ 3,924,618	Not available	N/A
	$ 3,924,618		

Custodial credit risk – For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Governmental activities				
Capital assets, being depreciated				
Infrastructure - roadways	$ 798,316	$ 1,871,448	$ -	$ 2,669,764
Infrastructure - stormwater	5,049,536	3,014,857	-	8,064,393
Infrastructure - other	2,337,926	767,063	-	3,104,989
Total capital assets, being depreciated	8,185,778	5,653,368	-	13,839,146
Less accumulated depreciation for:				
Infrastructure - roadways	106,444	88,992	-	195,436
Infrastructure - stormwater	529,200	268,813	-	798,013
Infrastructure - other	311,742	103,500	-	415,242
Total accumulated depreciation	947,386	461,305	-	1,408,691
Total capital assets being depreciated	7,238,392	5,192,063	-	12,430,455
Governmental activities capital assets, net	$ 7,238,392	$ 5,192,063	$ -	$ 12,430,455

The infrastructure intended to serve the District has been estimated at a total cost of approximately $22,712,000. The infrastructure will include construction of the master stormwater management system, the sanitary sewer, portable water, and reclaimed water mains, roadway network, offsite roadway and utility improvements, perimeter landscape and irrigation improvements within the District boundary. A portion of the project costs was expected to be financed with the proceeds from the issuance of Series 2018 and 2020 Bonds with the remainder to be funded by future bond issuances or contributions from the Developer and conveyed to the District.

Depreciation was charged to maintenance and operations.

NOTE 6 – LONG-TERM LIABILITIES

Series 2018

On November 29, 2018, the District issued $3,460,000 of Series 2018 A-1 Bonds and $4,120,000 of Series 2018 A-2 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2020 - May 1, 2049 and fixed interest rates ranging from 4.5% to 5.8%.The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1 commencing on May 1, 2019. Principal on the Series 2018 A-1 Bonds will be paid serially commencing on May 1, 2020 through May 1, 2049. Principal on the Series 2018 A-2 Bonds was fully paid on November 1, 2022.

The Series 2018 A-1 Bonds are subject to optional redemption at the option of the District prior to their maturity. Both, Series 2018A-1 and Series A-2 are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain event occurred as outlined in the Bond Indenture. For Series 2018A-2, this occurred during the prior fiscal year as the District collected assessments from lot closings and in the current year prepaid $5,000 as the final balance on the Series 2018 A-2 Bonds.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2023.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Series 2020

On October 29, 2020, the District issued $4,230,000 of Series 2020 A-1 Bonds and $8,010,000 of Series 2020 A-2 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2025 - May 1, 2051 and fixed interest rates ranging from 3% to 4.5%.The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1 commencing on May 1, 2021. Principal on the Series 2020 A-1 Bonds will be paid serially commencing on May 1, 2022 through May 1, 2051. Principal on the Series 2020 A-2 Bonds will be paid on November 1, 2035.

The Series 2020 A-1 Bonds are subject to optional redemption at the option of the District prior to their maturity. Both, Series 2020A-1 and Series A-2 are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain event occurred as outlined in the Bond Indenture. For Series 2020A-2, this occurred during the current fiscal year as the District collected assessments from lot closings and prepaid $2,350,000 of Series 2020A-2 Bonds. In addition, see Note – 12 Subsequent Events for extraordinary redemption amounts subsequent to fiscal year end.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2023.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Bonds payable:					
Series 2018A-1	$ 3,310,000	$ -	$ 55,000	$ 3,255,000	$ 60,000
Series 2018A-2	5,000	-	5,000	-	-
Series 2020A-1	4,155,000	-	80,000	4,075,000	80,000
Series 2020A-2	5,910,000	-	2,350,000	3,560,000	-
Total	$ 13,380,000	$ -	$ 2,490,000	$ 10,890,000	$ 140,000

At September 30, 2023, the scheduled debt service requirements on the long-term debt were as follows:

	Governmental Activities		
Year ending September 30:	Principal	Interest	Total
2024	$ 140,000	$ 515,482	$ 655,482
2025	145,000	510,022	655,022
2026	150,000	504,412	654,412
2027	155,000	497,995	652,995
2028	160,000	491,396	651,396
2029-2033	945,000	2,340,480	3,285,480
2034-2038	4,750,000	1,618,192	6,368,192
2039-2043	1,530,000	977,453	2,507,453
2044-2048	1,975,000	542,310	2,517,310
2049-2051	940,000	77,980	1,017,980
Total	$ 10,890,000	$ 8,075,722	$ 18,965,722

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were $987,648. As of September 30, 2023, the Developer owes the District $223,789.

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

The District paid the Developer a total of $5,621,913 for the cost of infrastructure improvements using proceeds from the Series 2020 Bonds during the current fiscal year.

NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer Landowner, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 - MANAGEMENT COMPANY

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 10 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims over the past three years.

NOTE 11 – HOA SHARED COST AGREEMENT

The District has entered an agreement with the HOA whereby the HOA will reimburse the District for a portion of the irrigation costs which are shared by the two entities. The agreement expires April 18, 2068 unless cancelled sooner by one of the parties in accordance with the terms of the agreement.

NOTE 12 – SUBSEQUENT EVENTS

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of $580,000 of the Series 2020A-2 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget - Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Assessments	$ 649,775	$ 651,405	$ 655,745	$ 4,340
Developer contributions	424,269	987,648	987,648	-
Total revenues	1,074,044	1,639,053	1,643,393	4,340
EXPENDITURES				
Current:				
General government	130,382	146,299	130,922	15,377
Maintenance and operations	943,662	1,492,754	1,303,263	189,491
Total expenditures	1,074,044	1,639,053	1,434,185	204,868
Excess (deficiency) of revenues over (under) expenditures	$ -	$ -	209,208	$ 209,208
Fund balance - beginning			73,681	
Fund balance - ending			$ 282,889	

See notes to required supplementary information

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2023 was amended to increase revenues by $565,009 and increase appropriations by $565,009. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023
UNAUDITED

Element	Comments
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	11
Employee compensation	$ -
Independent contractor compensation	$ 7,087,052
Construction projects to begin on or after October 1; ($65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - $ 1,250 Debt service - $ 960
Special assessments collected	$3,804,790
Outstanding Bonds:	
Series 2018A, due May 1, 2049.	see Note 6 for details.
Series 2020A, due May 1, 2051.	see Note 6 for details.

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Windward Community Development District
Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Windward Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 10, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 10, 2024

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Windward Community Development District
Osceola County, Florida

We have examined Windward Community Development District, Osceola County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2023. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Windward Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 10, 2024

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Windward Community Development District
Osceola County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Windward Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 10, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in G*overnment Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 10, 2024, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

I. Current year findings and recommendations.
II. Status of prior year findings and recommendations.
III. Compliance with the Provisions of the Auditor General of the State of Florida.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Windward Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties

We wish to thank Windward Community Development District, Osceola County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 10, 2024

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

   There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2022.

2. Any recommendations to improve the local governmental entity's financial management.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2023.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2023.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2023. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.

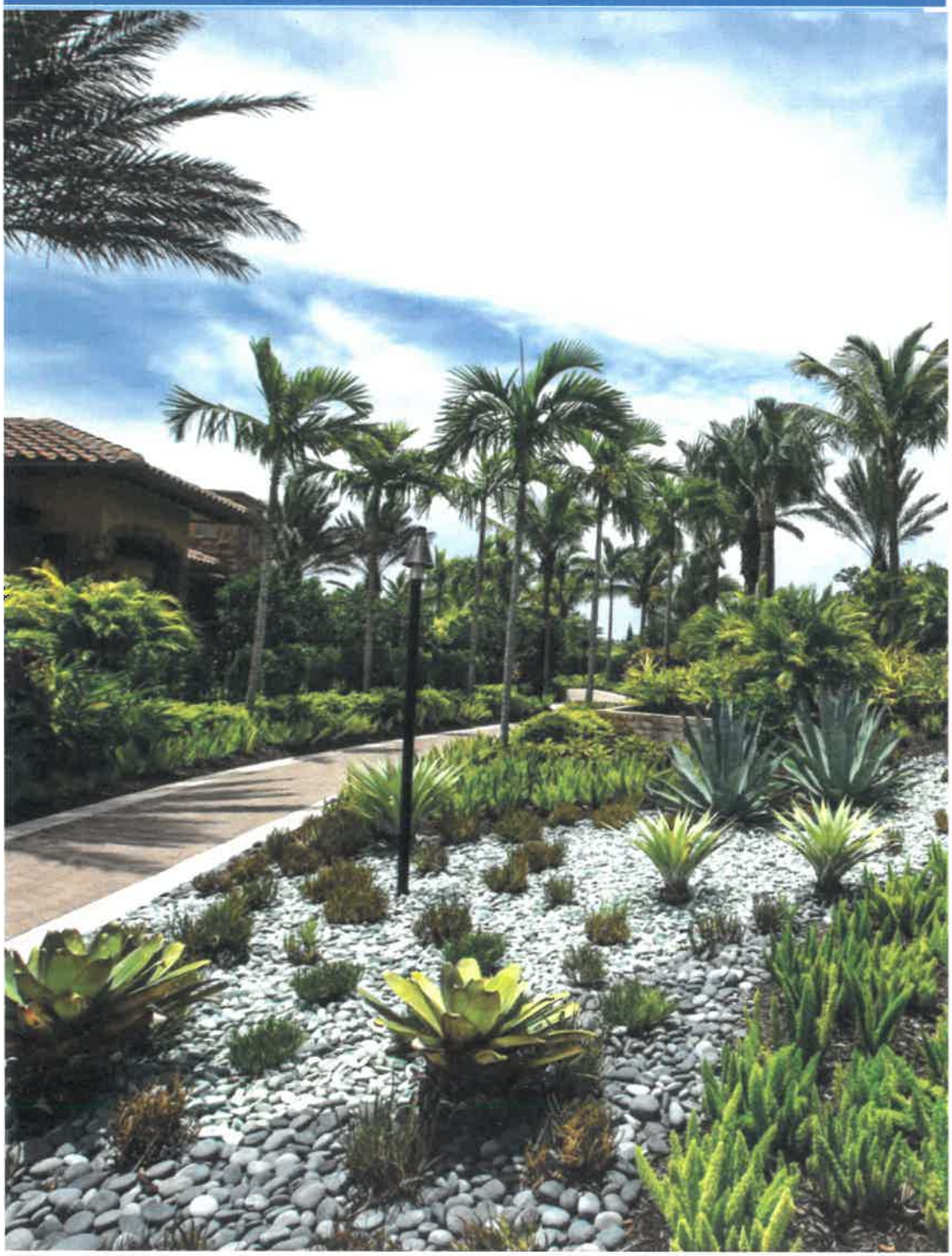
SECTION V

SECTION C

SECTION a.

A Brighter Outlook for your Landscape Services

BrightView
Landscape Services



Prepared for
WINDWARD CDD
RFP 2024

Clayton Smith

Director of Field Services

GMS- Central Florida
219 E. Livingston St

RE: WINDWARD CDD – Landscape Maintenance Services

Dear Clayton and Board of Directors,

I would like to thank you for allowing Brightview to present this Full Landscape Proposal for the Windward CDD. **At BrightView, we believe your landscape is a strategic asset that can strengthen your Community Name and send the right message to all Residents and Visitors.** A well-maintained landscape makes an **optimal first impression** and serves as an important tool in meeting your objectives.
The enclosed proposal was developed based on the RFP/Scope of Work provided and the complete site tour to better understand expectations with scope. We listened to you and will demonstrate how our experienced and skilled team will achieve your landscape goals and keep this beautiful property looking at its best all year round.

- **Proactive Approach, Best Management Practices, Resort Style Community**
- **Consistent Operations Team / Staff**
- **Constant weed control, flower bed maintenance and hedge trimming**
- **Proper turf and fertilizer treatment**
- **Proactive palm and hardwood trimming/fertilizing**
- **Continuous communication between you and our service team to ensure any declining plant materials get treated properly and dead plant materials gets addressed and replaced**

Improve Your Operating Budget

BrightView is a strategic partner who provides proactive solutions that enhance **operational savings**, year-round aesthetics, and drives value, aiding in achieving your business goals. We collaborate with you to **optimize your landscape dollars** using our established production processes, sound horticultural practices, and creative solutions that minimize operating costs over the long-term. You will benefit from clear budgets - with no surprises - as we continually manage both fixed and variable costs allowing you to anticipate and allocate your budget dollars.
I will follow up with you to address any questions that you may have on our services.

Sincerely,

JC Guillen

Business Developer Executive

Your landscape is a strategic asset with the power and the ability to positively impact property values. When effectively and efficiently leveraged, landscapes can serve as a strategic asset with remarkable returns—decreasing risk and increasing appearance and safety.

Your Challenges, Our Solutions

BrightView is uniquely positioned to offer a holistic, strategic, and results-focused approach to help you achieve your goal of proactive communication, increased property value, and an enhanced maintenance free lifestyle experience.

As your trusted advisor, we will accomplish this through:

Steady Client Focus

- Create and maintain an exterior "learning environment" with manicured grounds throughout the community to encourage the pursuit of worry-free community life experiences
- Increase consistencies and quality of your landscape while making improvements that enhance the landscape and help drive continued interest and desires to live in the community

Consistent Excellence

- Increased productivity using our proprietary Production System Software to develop detailed service plans, including labor and equipment allocations as needed within the community
- Proactive communication in the form of Quality Site Assessments and Quarterly Site Reviews. This type of scheduled communication allows BrightView to remain ahead of any potential service issues
- Create consistency across all neighborhoods. BrightView serves as a strategic partner to manage all of your grounds maintenance, landscape design and grounds enhancement work. From irrigation to designing and maintaining great community gathering places, BrightView services the Maintenance Free Communities from beginning to end under one contract with one point of contact providing seamless results

Our solutions are designed to ensure the best possible outcomes. As your partner, your success is our success. Your business partner must share your values, embrace performance and financial accountability, and have the passion and commitment to achieve your desired results.

PERSONNEL

Personnel: Job Descriptions

VPGM – Scott Sikora – Oversees all Central Florida operations within including labor, equipment, customer service, safety and all administrative functions.

Branch Manager – Kurt Knotts – Oversees all operations within including labor, equipment, customer service, safety and all administrative functions.

Director of Operations – Mike Trinidad– Dedicated Operations Manager. He will oversee all Operations and Communications within the Community.

Office Manager – Tanya Alecia Candelario – Implements the day-to-day tasks of managing customer service, directing calls, billing, and emergencies.

Account Manager – As the primary customer contact, the AM develops and maintains schedules for maintenance work and ensures compliance to job specifications and quality control standards; proactively communicates to customer and BrightView team members

Crew Leader – Schedules the workload for their crew and ensures the readiness of workers, tools and materials; maintains safe-working conditions at all times, including job site and crew operation.

Agronomic Technician – The agronomic technician is licensed and knowledgeable in the safe application of fertilizers, insecticides, herbicides, and fungicides.

Annual Color Specialist – Designs and selects premium seasonal color; purchases plant materials and prepares beds for installation; monitors proper planting procedures and color over the life of the flowering plant.

Irrigation Technicians – Monitors inspections, irrigation checks, cleaning, repairs, and adjusting of your irrigation system; generates reports to identify repairs, consumption use requirements, and upgrades.

Irrigation Assistant – Assists in the daily management of the irrigation system and performs repairs and adjustments, and monitors malfunctions and potential leaks.

Trained Gardener – Responsible for daily compliance of job specifications and quality standards; knowledgeable in all materials, equipment, and safety programs; proactively deals with potential problems, ensures safe working conditions at job site and identifies potential liabilities on the property

The BrightView Team

Scott Sikora – *VPGM*

- University of South Carolina, B.S. in Chemical Engineering
- Oversees all operations within the branch including customer service, labor, equipment, safety & all administrative functions
- Has worked with BrightView for 21 years & over 30 years of experience in the landscaping industry
- Florida Best Management Practices

Kurt Knotts – *Branch Manager*

- Oversees all operations
- Certified in Florida Best Management Practices
- Has worked with BrightView for 12 years and has 12 years of experience in the landscaping industry

Mike Trinidad - Operations Manager

- Oversees all operations in Central Florida, daily production & meeting our client's needs
- Has worked with BrightView for 10 years and has 30 years of experience in the landscaping industry

BrightView Tree Care Branch Manager

BrightView

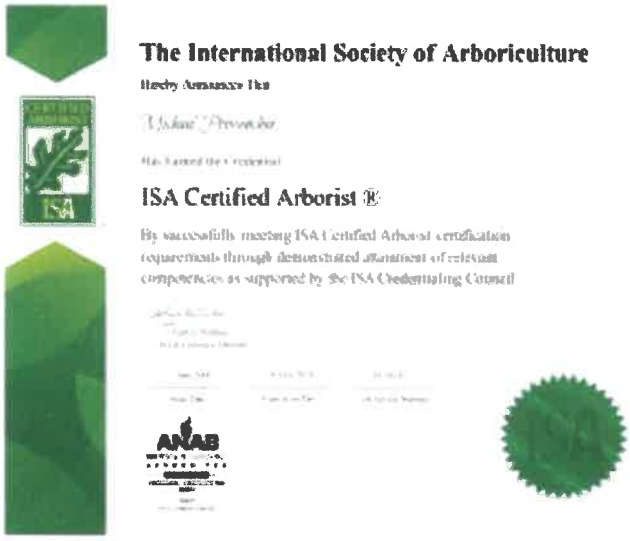
Mike has been apart of the green industry for more than 25 years working in the landscape maintenance, irrigation, and tree care services. He has an A.S. in Landscape Maintenance and a certificate of Irrigation Management from Florida Gateway College. Since then he has worked in various field and managerial roles to develop skills that cover all facets of the industry. For the last 15 years he has been focused on sales and operations with an emphasis on customer satisfaction, job quality, and a safety minded work force. Career developments have included becoming a Certified Arborist in 2006 and becoming one of the first local TRAQ Tree Risk Assessment Qualified Arborist through the ISA.

Michael Provencher
Branch Manager - Tree Care Services

Certifications

ISA Certified Arborist - FL-5424A

ISA Tree Risk Assessment Qualified



The International Society of Arboriculture

Hereby Announces That

Has Earned the Credential

ISA Certified Arborist ®

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

The International Society of Arboriculture

Hereby Announces That

Has Earned the Credential

ISA Tree Risk Assessment Qualification ®

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

BrightView Manager of Technical Services

BrightView

Cal Leggett
Manager of Technical Services
Central Florida

Cal Leggett is a highly qualified and experienced professional in the green industry. He has been operating in this field since 2004, and his knowledge and expertise have grown significantly over the years. Cal earned his B.S. degree in horticulture from Colorado State University, which provided him with a strong foundation in plant science and cultivation techniques.

In addition to his academic qualifications, Cal has several certifications that demonstrate his commitment to professional excellence. He is a Florida Certified Pest Control Operator, a Certified Arborist, and a Florida GI-BMP certified professional. Cal also holds a Florida Commercial Applicator license in Aquatic, Right of way, and Natural Areas. With his extensive experience in the Florida landscape, Cal has a proven track record of providing effective diagnosis, agronomic programs, fertilization, pest control, and training. He also excels in conducting Community Association Manager CEU courses, evaluating new products, developing custom application equipment, and ensuring regulatory compliance.

Education

Bachelors of Science in Horticulture from Colorado State University

Certifications

Certified Pest Control Operator JF200907

ISA Certified Arborist FL-9799A

Commercial Applicator Aquatic, Right-of-Way, Natural Areas CM27622

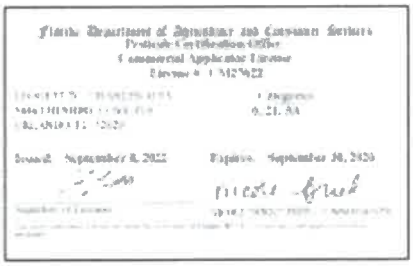
Florida Green Industries Best Management Practices

Memberships

Florida Turfgrass Association—Board of Directors

International Society of Arboriculture

Florida Aquatic Plant Management Society



BrightView Tree Care Account Manager

I have 12 years of industry experience and have been with BrightView since October of 2021, in that time I have been able to assist the company in many different ways with my background in agronomy and plant health care. I have overseen the fertilization and pest control of multiple branches in the Orlando Market including designing custom agronomic programs to fit individual properties, plant diagnostic and customer interaction. I have also spearheaded BrightView's newest business venture Aquatic Maintenance of ponds and lakes. I am currently an Account Manager for Tree Care with a specialty in Plant Health Care, Fertilization, Insect and Disease Management along with Plant Diagnostic.

Johnathan Giaquinta
Account Manager - Tree Care Services

Certifications

ISA Certified Arborist - FL-9950A

CPCO - Certified Pest Control Operator

FNGLA - Certified Horticulture Professional

The International Society of Arboriculture

Johnathan Giaquinta

ISA Certified Arborist®

State of Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

JOHNATHAN R GIAQUINTA

FNGLA
CERTIFIED PROFESSIONAL HORTICULTURE

The Florida Nursery, Growers & Landscape Association
Confers on

Johnathan Giaquinta
H9353641

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Eric Cedeno – Irrigation Manager

Eric Cedeno is your resource for irrigation expertise. His focus is on cost effective water saving solutions for our clients. He also is there for your irrigation water management needs, along with being your technical advisor. One of his key roles is in the managing support of large Central Controlled Sites. Eric works closely with Kevin Lane, City of Orlando Water Reclamation Division.

EDUCATION

Valencia Community College

- Horticulture

IRRIGATION CERTIFICATES

Irrigation Association (IA):

- Certified Landscape Irrigation Auditor (CLIA)
- Certified Irrigation Technician (CIT)

Baseline:

- Certified

Rain Bird Irrigation - Certified:

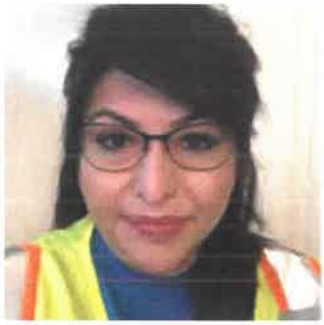
- Maxicom Central Control System, Hardware
- Maxicom Central Control System, Software
- Site Control System, Software
- ET Manager

ET Base Smart Controllers

- Install & Central Control - Certified
- Hydropoint / WeatherTrak:
- Hunter / Centralus
- Smart Rain

Certified in Two-Wire Installation/ Diagnostics

Mary Jane (M.J.) Sykora – *Regional EH&S Manager*



Responsible to provide day to day EHS support to branch leadership and operating teams within the Florida Central Region. Support includes coaching, teaching, and training field personnel on safe operating behaviors and the implementation of safety and risk control programs. Functions as a subject matter expert to help build sustainable loss improvement processes within the region.

PRIMARY RESPONSIBILITIES

- Provide daily and continuous safety support to the region
- Conduct compliance reviews, general risk assessments and other safety assessments to support BrightView Environmental, Health, and Safety Management
- Provide daily guidance and direction in EHS programs at the field level, branch leadership level, and regional leadership to ensure a common and effective approach
- Coach, train, guide, and mentor branch leadership through the BrightView Safety Management System
- Review accidents/incidents which occur and conduct field audits, reporting and managing the corrective actions
- Participate in and support detailed incident investigations and Root Cause Analysis
- Assist in the development and presentation of relevant EHS training
- Provide performance metrics for branch, market, and regional level on safety key performance

FIELD SPECIFIC RESPONSIBILIES

- Work with the Branch Leadership and Field Teams to ensure safe work practices are understood and followed
- Conduct EHS audits and assessments of on-going operations to measure compliance with regulatory requirements and conformance to BrightView company policies and procedures
- Perform field safety observations on a regular basis to establish EHS presence and provide support
- Conduct daily, weekly, and monthly EHS Meetings/Trainings and schedule as needed
- Coordinate Region, Market and Branch level safety activities
- Administers BrightView safety policies, programs, procedures, and systems
- Ensures EHS policies, procedures, programs, and systems are effectively communicated to employees

CERTIFICATIONS

- OSHA Certified Trainer
- MOT Certified Trainer
- First Aid and CPR Certified Trainer

BrightView

Darren McDonough

Senior Vice President
BrightView Landscapes

Experience and Qualifications: Darren McDonough began his career by enlisting in the United States Army in July 1986 as a Combat Engineer. He quickly moved up the ranks and transferred to be a Special Agent with Criminal Investigation Command (CID). While assigned to CID he worked on General Crimes, Economic Crimes, Drug Suppression, and as a member of Protective Service Detail for US Secretary of Defense. In 1998 after obtaining the rank of Sergeant First Class (E-7) he entered the Green to Gold program to become an Officer.
Darren was commissioned a Second Lieutenant of Infantry in 1997 and held posts at various units within the Ranger and Special Ops community at numerous positions as Platoon Leader, Company Executive Officer, Company Commander, Battalion Operations Officer, Battalion Executive Officer, and Advisory Team Chief. Darren deployed multiple times to Afghanistan, Iraq, and Bosnia and was wounded in combat twice, receiving two Purple Hearts and a Bronze Star Medal with V Device for Valor. After being wounded for the second time while on deployment to Iraq in 2008 he made the decision to retire from the US Army in 2009 and moved to Miami Florida.

He is a recipient of Bronze Star Medal with "V" Device for Valor, 2 Purple Hearts, Meritorious Service Medal, Combat Infantryman's Badge, Ranger Tab, Air Assault Badge, Jumpmaster Badge, and numerous other medals and awards.

Education and Training:
Darren holds Bachelor's Degree in History from Florida International University, a Master's Degree in History from Florida International University.

Civilian Experience:
Darren was an Associate Professor of History at Florida International University for 3 years from 2009-2012. His business career began at Aramark as a District Manager with the Uniform Services and then into the security industry as District Manager and Vice President roles with Allied Barton, G4S, and Kent Services.

Darren H. McDonough
Senior Vice President|Florida
305.904.8356 Cell Phone

A Safe Workplace & Community is Our Priority

Your Dedicated BrightView Crew - will always be in full uniform – company shirt, pants, belt, hat and work boots. This not only presents a professional look to our team, it also brings positive comments from onsite security and employees who can instantly recognize our team members.

Safety is our top priority at BrightView and we are committed to keeping our people safe every day across our business. As an organization committed to constant improvement, we actively work to continue developing a best-in-class Safety Management System that results in zero injuries to our team members. We take pride in conducting our business operations in a manner that helps to ensure the safety and well-being of our team members, customers, and the properties in which we operate.

We believe in the following principles:

Safety is our top priority

Appropriate PPE must be worn

Follow-up, report, and learn from incidents

Everyone is responsible for each other

Training is the first step to safe behavior

You are the key to making a difference

Trucks are always equipped with cones that are placed around the truck and trailer at all times. We also demonstrate this commitment to safety through a continuing program of education and training, accident prevention, reporting, investigation and analysis, and the development of positive attitudes about safety and awareness about safety by all employees.

NARRATIVE DESCRIPTION OF BRIGHTVIEW'S APPROACH

Maintenance Transition Plan

The transition or "Ramp-up" plan is an important element anytime we take over a large project. From past experience, we have learned that preparation is vital to ensure a smooth transition.

If awarded the contract, BrightView Landscape Maintenance proposes the following weekly schedule for the transition plan to be completed BEFORE and AFTER we begin service at NO additional charge:

4
WEEKS BEFORE SERVICE START

- Identify key personnel that will be transferred and assigned to project
- Order any necessary equipment
- Begin preparing maintenance schedules for entire site
- Prepare and sign all documentation for contract
- Exchange contact information with the Community
- Evaluate all components and layouts of irrigation systems
- Conduct environmental audit on maintenance facility
- Contact site representative and update on progress

3
WEEKS BEFORE SERVICE START

- Hire any additional necessary employees
- Prepare laminated maps of all areas for all personnel
- Begin inspection and testing of irrigation systems
- Contact site representative and update on progress

2
WEEKS BEFORE SERVICE START

- Train all employees and educate all employees about the Community
- Provide the Community with the final work schedule
- Work with Plant Heath Care Department to identify any problems
- Submit irrigation system findings and recommendation to the Community
- Meet with current contractor to identify any key issues to ensure a smooth transition
- Meet with Community representative and update on progress

1
WEEK BEFORE SERVICE START

- Tour entire site with all employees that will be involved in project
- Assemble and prepare all required equipment
- Final update to Community Representative
- Tour with Community representative to discuss the following:
  - *Trimming style desired by site*
  - *Implementation of Water Management Program*
  - *Monthly Rotational Maintenance Plan*
  - *Schedule and implementation of comprehensive Fertilization Program*
- Any additional findings or requests from the site
- Final update to Community representatives

Upon award the BrightView Team will bring in the required Support Team Members to start and complete the Site Safety Evaluation, Complete Irrigation Evaluation, Complete Agronomics Site Evaluation, Complete Customer Service Structure, etc.

1
WEEK AFTER SERVICE START

- Tour entire site with site supervisor teams that are involved in project
- Tour with site representative to discuss the following
  - *Site schedule*
  - *Monthly Rotational Maintenance Plan*
  - *Review Schedule and implementation of comprehensive Fertilization Program*
- W/O request system from the site
- Bring additional support team members to start the site evaluation, irrigation, arbor, safety, etc.
- Update to site representatives

2
WEEKS AFTER SERVICE START

- Review the Area Managers and their crew make up
- Review our new employees' understandings of the site and schedule
- Evaluate the progress of reviewing all components and layout of irrigation system, safety review, agronomic program
- Contact site representative and update on progress

30
DAYS AFTER
SERVICE START

- Review progress on Irrigation Mapping
- Review progress on complete Irrigation system and components
- Review progress on shrub bed weed control per area
- Review progress on site Safety Inspection
- Review with the Landscape Committee our designated areas of supervision and service, Communication with the Community using the BrightView HOA Connect tool
- Review progress on complete Arbor report

60
DAYS AFTER
SERVICE START

- Review customer service representative set-up
- Review Data gathered in the BrightView HOA Connect Tool
- Review Branch Manager and Account Managers Communications with Community
- Review progress in each Account Manager area regarding weeds, shrub care, immediate agronomics needs per area

90
DAYS AFTER
SERVICE START

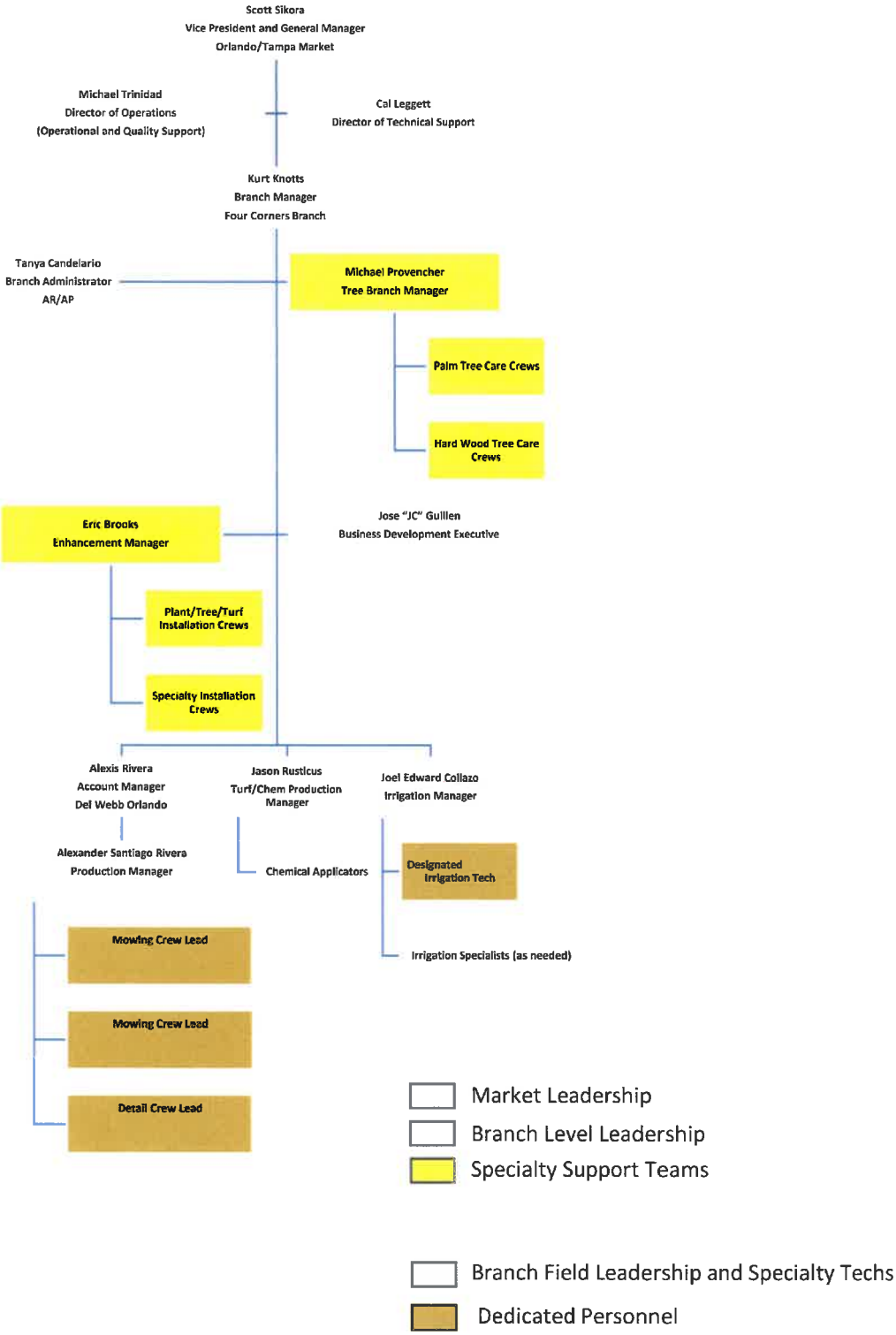
- Review Irrigation Reports and Mapping with Committee and Board
- Review complete Safety Report with Committee and Board
- Review complete Arbor Report with Committee and Board
- Review the Customer Care Representative set-up and BrightView HOA Connect tool to be sure we are meeting Community expectations

Throughout this undertaking we will involve, the current site managers, the landscape committee and anyone on the client's Team that will be a valuable part of the Communication required to have a successful first 90 days.

We anticipate monthly meetings with the developer representative, the landscape committee, property management representation and administration team members to be sure we start off right, the community understands the progress and the process is Communicated to all.

Through our on-site inspections, property reviews and conversations with you and your team, together we will construct service, communication and action plans best suited for the Community.

BrightView


Scott Sikora
Vice President and General Manager
Orlando/Tampa Market
Michael Trinidad
Director of Operations
(Operational and Quality Support)
Cal Leggett
Director of Technical Support
Kurt Knotts
Branch Manager
Four Corners Branch
Tanya Candelario
Branch Administrator
AR/AP
Michael Provencher
Tree Branch Manager
Palm Tree Care Crews
Hard Wood Tree Care Crews
Eric Brooks
Enhancement Manager
Jose "JC" Guillen
Business Development Executive
Plant/Tree/Turf Installation Crews
Specialty Installation Crews
Alexis Rivera
Account Manager
Del Webb Orlando
Jason Rusticus
Turf/Chem Production Manager
Joel Edward Collazo
Irrigation Manager
Alexander Santiago Rivera
Production Manager
Chemical Applicators
Designated Irrigation Tech
Irrigation Specialists (as needed)
Mowing Crew Lead
Mowing Crew Lead
Detail Crew Lead
Market Leadership
Branch Level Leadership
Specialty Support Teams
Branch Field Leadership and Specialty Techs
Dedicated Personnel

Turf Maintenance Program

Every property is different with a unique set of maintenance needs. We took into consideration the requirements outlined in your RFP to create the maintenance plan below which is designed to keep your community looking its best year-round.

Mowing Services

We will deploy specific mowing crew members to perform all the mowing, edging, string trimming, and blowing. The community will be mapped separately and the crews will follow that mapping progression weekly. This "mapping" will be provided to your team in advance of our initial service. We can adjust the weekly mow schedule if we encounter rain, an emergency or a schedule adjustment based around a special event.

We will maintain a weekly schedule for all St. Augustine and irrigated Bahia areas in the growing season and a bi-weekly schedule in the slow growing months. The following schedule is outlined in the RFP but may need to be adjusted to weather, turf conditions, and fertilization schedule:

- **Summer, weekly** - (April 1st - November 30th)
- **Winter, bi-weekly** - (December 1st - March 31st)

Hand mowers shall be used in areas where large, heavy equipment may damage the turf or other association property

Grass clippings will be dispersed at each mowing, to eliminate unsightly build-up of grass clippings that may appear after each mowing. Excessive clippings "wash up", which may occur after heavy rains, will be promptly addressed by dispersal. Obviously long or heavy grass clippings that cannot be adequately dispersed must be removed. All removed clippings must be recycled in keeping with recommended horticultural procedures unless otherwise stipulated.

Sidewalks and driveways will be edged with every mowing. Borders of plant beds are to be maintained with a distinct edge that separates the bed from adjoining grass. No chemicals shall be used for edging of the beds.

This schedule will be updated monthly and a copy will be provided to you for final approval. Integrated Pest Management (IPM) is an important part of any turf maintenance program. IPM uses an efficient, effective and environmentally conscious approach to pest management which draws on knowledge from several different sciences including entomology (study of insects), mycology (study of fungi), chemistry and horticulture. This interdisciplinary approach enables us to develop sustainable and less costly solutions to many common landscape problems.

Early preventative actions are the key to a successful IPM program. Once you have determined the economic threshold of a site, the evaluation process may begin. In determining the best practices program, we use information on:

- Pest identification
- Pest lifecycles
- Available pest control methods
- Control methods that cause the least damage to the environment
- Soil tests and Fertilizer choice

Fertilizer applications shall follow IFAS recommendations while also complying with the Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries manual and conform to the Polk County Fertilizer Management Ordinance.

Shrub and Ground Cover Maintenance Program

Pruning Schedule

Community will be maintained by specific pruning crew Gardeners. Highly frequented areas will be touched daily. All areas that require pruning will be done one time completely every four weeks. This program will afford our team the opportunity to adjust the weekly prune schedule if we encounter rain, an emergency or a schedule adjustment based around a special event.

This will guarantee we maintain all shrub and ground cover beds a minimum of once per four weeks and will minimize the variance of "long and short" shrub pruning every month. The appearance of all shrubs will look more "uniformly pruned" over the course of every month. This schedule will be updated monthly and a copy will be provided to you for final approval.

Several preventative functions are scheduled seasonally. Please note below a general quarterly plan that will become site specific upon further evaluation.

- **Winter -** Cut back shrubs needing severe thinning, limb up trees
- **Spring -** Apply pre and post emergent weed prevention chemically to all areas, and fertilize. Hard cutbacks for selective plants
- **Summer -** Regular inspections to address plant growth, weeds, and overall plant health, fertilize
- **Fall -** Fertilize at proper rates, monitor irrigation cut backs, and apply pre-emergent weed control for winter weed

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according Best Management Practices and University of Florida IFAS Extension guidelines.

Tree and Palm Maintenance Program

You can count on us to preserve your trees, enhance their appearance, increase their production, improve safety and reduce liability. Our ISA Certified Arborists offer a comprehensive set of services and will be available to you for everything you may need to keep your trees healthy and beautiful. Tree Care services include:

- Tree pruning
- Soil and tissue analysis
- Cabling and bracing
- Emergency storm clearance
- Tree removal and stump grinding
- Inventory and management plans
- Insect and disease control
- Nutrient management
- Fertilization
- Transplant and relocation
- Nuisance fruit production control
- Hazard evaluation and management

The pruning of trees and palms assures the natural character which reduces potential hazards and insures stability in your urban tree canopy. Hardwood Trees can be pruned at various times of the year but our ISA Certified Arborist recommends a Winter and Summer management program.

- **Winter** - Maintenance Pruning of Crape Myrtles (February-March), Hardwood elevation and deadwood removal if necessary
- **Spring** - (April-May) Pruning of all Palms to a "3 and 9 o'clock" pattern removing all brown and severely yellow fronds and seed stalks
- **Summer** - Maintenance Pruning of Hardwoods to remove excess foliage, building, security, vehicle and pedestrian clearance issues
- **Fall** - (September-October) Pruning of all Palms to remove brown and severely yellow fronds and seed stalks only. Palms will not be trimmed to a 3 and 9 o'clock pattern

Per RFP specifications all palms will be fertilized quarterly with an 8-2-12-4 granular fertilizer meeting University of Florida recommendations.

Annuals Installation and Maintenance Program

On a per-square-foot basis, color plantings are usually the most intensively managed element of a landscape. There are ways, however, to develop an outstanding color program that makes a strong return on the investment. Color themes may be used to complement buildings, company colors or the appropriate season of the year.

We will use a specific subcontractor to grow our annual color. Using a quality, BrightView approved subcontractor will provide better control and uniformity of plants for the community.

- Creates aesthetic excitement
- Provides an individual identity to the property
- Attracts the attention of tenants, residents, employees, guests and the general public
- Complements a well-maintained landscape
- Creates a pleasing atmosphere
- Makes an eye-catching statement on-site
- Adds value to the property

Planting Procedure

- Remove existing plant material/mulch
- Trench beds with flat shovel
- Add soil amendments
- Thoroughly rototill entire bed area
- Use marking paint to set design
- Lay out flats near beds
- Know correct spacing of plant per species
- Fertilize beds
- Smooth out all footprints in beds

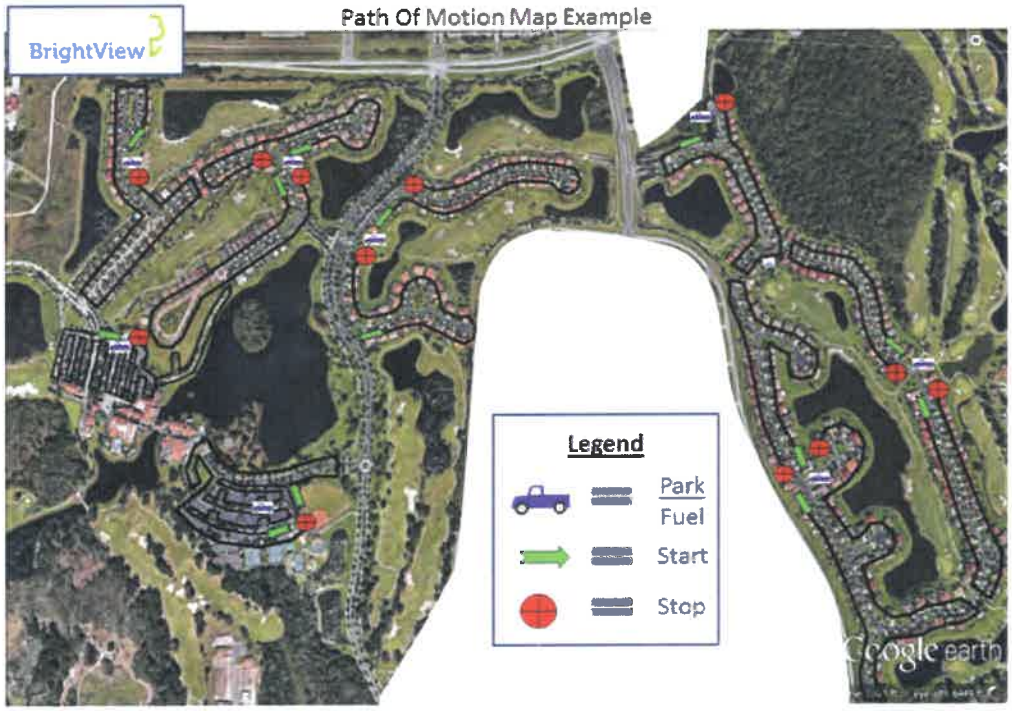
Comprehensive Irrigation Service

- Every Irrigation clock will be checked thoroughly once per month by the full time Irrigation Technician. A report will be provided to the Director of Operations. Any irrigation heads or damaged will be repaired immediately. Any other problems will be reported immediately to Director of Operations
- The monthly irrigation check will assure us that every zone is fully operational, and that the coverage is adequate to keep a healthy and lush landscape
- Water management is a key element in a successful landscape Management program
- The best preventative maintenance program is the one that consistently checks the system, keeps it up and running properly, and repairs any issues in timely manner

Sequencing the Property

Sample:

Our team, upon job start will provide you with a customized service frequency chart that our crews will follow during the course of the week similar to the samples show below. These charts will be in addition to the current service calendar. The benefits of our charts are twofold. First and foremost, management and residents alike are aligned on our established and well thought out game plan to best service the community. Secondly, these maps ensure an efficient approach and everyone involved will know where the crews will be in service each day. The residents can plan accordingly, and the supervision can forecast service. This helps to reduce the number of inquires such as, "when will they be in my area to mow the grass and prune the shrubs?"



COMPANY RESPONSIBILITIES & EXPERIENCE HISTORY

Environmental Responsibility

What we are doing to be environmentally responsible:

- **BrightView Production System** — Our crews all adhere to our corporate standard of production, which focuses on eliminating seven forms of waste (including rework, excess transportation and equipment use), that reduces exhaust fumes, emissions and green waste. An example of improvement is the creation of a path of motion map, which ensures our Gardeners work in the most efficient way possible in your community. These production efficiencies reduce the carbon footprint of all of our crews, company-wide
- **Oil Recycling** — All of our large equipment oil (e.g. mowers, trucks) Is recycled into asphalt products rather than being burned down and releasing toxic contaminants into the environment
- **Recycling Green Waste** — Green waste, which includes grass clippings, leaves, small branches and other landscape generated debris is transported to a green waste facility where it is broken down into reusable compost rather than taking up space in a landfill
- **Efficient Vehicles** — Our staff uses fuel efficient vehicles, including Ford Maverick Hybrids and Ford Escape Hybrids. We are transitioning our field trucks to a more efficient mid-size pick-up, which get 15-20% better gas mileage than previous models
- **Equipment Replacement** — We regularly replace our small and two-cycle equipment in order to stay current with emission laws and updates in equipment technology. The new Battery powered equipment we are purchasing uses Lithium Batteries that exceed the highest EPA standards on the market, eliminating fuel consumption and emissions and reduces noise
- **Electric Mowers** – we are the exclusive user in Florida of the new Mean Green Electric mowing equipment. Reduced noise, eliminates fuel consumption, eliminated harmful exhaust gases and reduces noise. All these mowers are equipped with close mulching decks reducing the solid waste product and delivering back to the soils rich nutrients
- **Reduced Driving Time** — Crew trucks are equipped with GPS Technology so they can plot the quickest route to each job, which minimizes drive time and reduces fuel and emissions

BrightView

BRIGHTVIEW - SIMILAR PROPERTIES LIST OF REFERENCES

1.

Company Name:	High Vista at Ridgewood Lakes HOA
Address:	101 High Vista Drive, Davenport , FL 33837
Contact Number:	419-651-6647
Contact Person:	Penny Hamilton - Board President
Email Address:	pehamilt47@gmail.com
Years Known:	2 years
Describe Relationship:	Customer / Vendor

2.

Company Name:	Windsor at Westside HOA
Address:	2100 Tripoli Ct, Kissimmee, FL 34747
Contact Number:	(407) 507-1417
Contact Person:	Sylvester Ruggiero - LCAM
Email Address:	sruggiero@castlegroup.com
Years Known:	4 years
Describe Relationship:	Customer / Vendor

3.

Company Name:	Solterra Master HOA
Address:	5200 Solterra Blvd, Davenport, FL 33837
Contact Number:	(863) 547-9839
Contact Person:	Joe Bullins - LCAM
Email Address:	jbullins@artemislifestyles.com
Years Known:	2 years
Describe Relationship:	Customer / Vendor

Project Profile

Baldwin Park CDD & HOA

ORLANDO, FL

Baldwin Park is a 1,100-acre mixed-use, sustainable community developed on the former Orlando Naval Training Center in the heart of Orlando. During the renovation of the site and the ensuing landscape management maintaining water quality is of high priority. 25% of the site is made up of water features including lakes, with another fifth comprised of parks and open space. BrightView has provided full service landscape management service to Baldwin Park for 14 years.

Project Profile

Windsor at Westside Resort

KISSIMMEE, FL

This fantastic gated resort was built by Pulte Homes and the resort amenities are operated for the HOA by Castle Group. Featuring an extraordinary 10,000 sq.ft. clubhouse, lake & pier, zero-entry resort-style pool complete with a waterslide, lazy river, and Kids' water playground. The Tu Casa Tiki bar & fireplace lounge serves food for poolside dining. The ideal location offers easy access to the Disney World® . Windsor at Westside Resort includes single-family pool homes in addition to townhomes ranging in size from 4 bedrooms to 9 bedrooms. BrightView provides Resort Style full service Landscape Maintenance, Agronomics, Irrigation, Color, Mulch, etc.

"BrightView staffs the work appropriately. They have great training practices which I see in use every day. They have great communication skills and are very proactive."

Sylvester Ruggiero
General Manager | Castle Group
2100 Tripoli Court Kissimmee, Kissimmee, FL 34747
sruggiero@castlegroup.com | www.castlegroup.com
P: 407-507-1417

Project Profile

Victoria Park

DELAND, FL

Victoria Park is a master-planned community located in the historic, college town of Deland, Fl. Victoria Park has a variety of neighborhoods including the Active Adult community of Victoria Gardens. BrightView provides full service landscape management service to Victoria Park and Victoria Gardens.

Located in the heart of these charming communities is Lake Victoria, a 10-acre wondrous park that definitely measures up to the community's name. Full of shady trees and cool breezes, it's the perfect place for an afternoon picnic or an evening stroll. There is also a children's playground, gazebo, amphitheater and butterfly garden for all to enjoy.

Homeowners Association of Eagle Creek, Inc.

10180 Eagle Creek Center Blvd.
Orlando, Florida 32832

February 20, 2024

The Homeowners Association of Eagle Creek, Inc.
10180 Eagle Creek Center Blvd
Orlando, FL 32832

RE: Brightview Landscape Recommendation

To whom it may concern,
I am writing this letter to state my official recommendation for Brightview Landscape for any of your landscaping needs. As the General Manager of The Homeowners Association of Eagle Creek; a large scale community in Lake Nona, FL I have partnered with Brightview for the complete landscaping needs of our community for more than 5 years.

Brightview is extremely knowledgeable and capable of taking care of all your landscape needs. They employ many professionals who are experienced and passionate about landscaping and will work with you to ensure satisfaction.

Brightview has worked with us on everything from basic landscape needs to arbor care, irrigation, installations, fertilization, and pest control. They have even done several large landscape designs for us. They are able to tailor the scope of work not only to our design requests but our budget as well.

Brightview and their employees have always been prompt, professional and understanding of the many different opinions and perspectives that always make up a Homeowners Association.

I am happy to recommend Brightview Landscape services to anyone who wants to improve the landscaping of their property.

Sincerely,

Kelly Willson
Kelly.willson@associa.us

CUSTOMER SERVICE REPORTING & BRIGHTVIEW CONNECT

BrightView
HOA CONNECT

Communication Made Easy

Be Confident That Your Landscape is Being Taken Care Of

We believe in the power of proactive communication and the importance of keeping you informed. That's why we created BrightView Connect.

Communication Perfected

Picture this: you're walking into work and notice a tree down in the parking lot, or a broken sprinkler head and want to make sure that your landscape provider is aware of it - no problem! Access BrightView Connect right from your phone, submit a service ticket and a photo of the problem. We'll take action and send you notifications about the progress along the way.

HOA Connect connects communities directly to BrightView services so you can be confident that things are being taken care of. HOA Connect has given our residents the ability to communicate with BrightView directly. It's an easy, secure, and frustration-free way to gain insight and visibility into BrightView's landscape services.

BrightView HOA Connect works on any web-enabled device. it all starts at your unique HOA Connect homepage - it's like a dashboard for your community. Here, you can see real-time notifications, view your property maintenance schedule, and residents can easily submit service requests when something needs to be taken care of. It's direct access to BrightView. It even updates you about what happens when the weather becomes a factor. It's nice and simple, like good technology should be.

BrightView HOA Connect is a proprietary web application designed for customers and property managers, providing timely insight into the property maintenance information that matters the most.

HOA Connect is easy to use and accessible on your smartphone, desktop, and tablet. For property managers, HOA board members, and residents, HOA Connect is a huge time-saver. It makes communications more efficient and more effective. Property managers and HOA board members can create community news updates for residents, pass service requests directly onto your BrightView Account Managers, and receive progress reports about the status of those service tickets without having to ask. It's the transparent, secure, and simple way to stay connected to your community. BrightView HOA Connect - community communication, perfected.

Key Features

With BrightView Connect users have the ability to access a unique site-specific portal to:

- Submit and Track Service Requests*
- View Planned Maintenance Schedules
- Receive Notification Emails
- Receive Weather Alerts

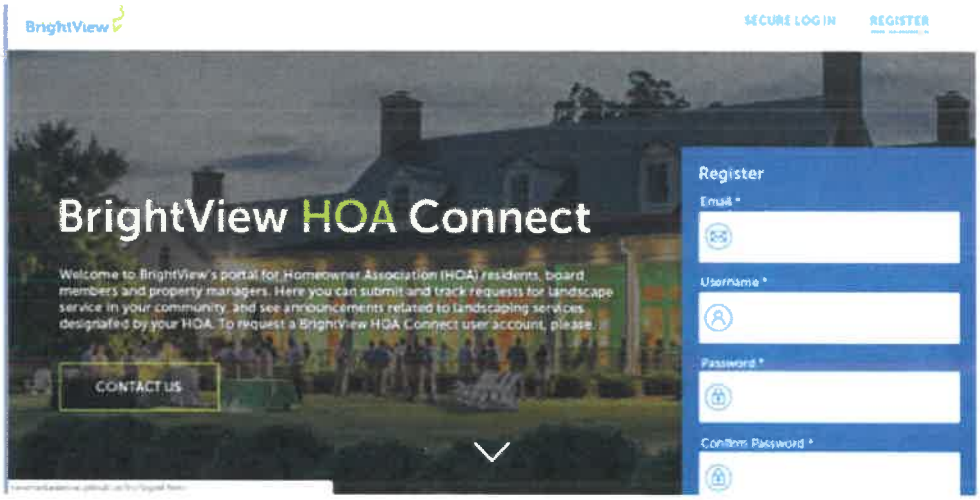
*permissions are customizable based on user type

Example of the BrightView HOA Connect Service Request & Communication Tools

REGISTRATION / LOGIN :

Landing page for users to sign-in

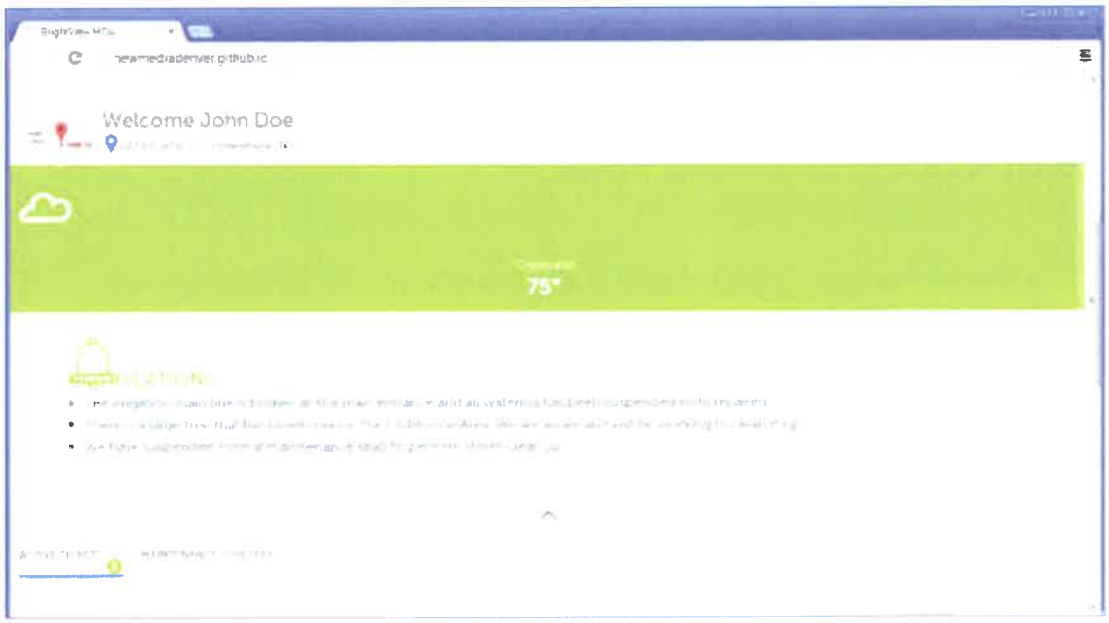
- New users will be able to register to the site with unique community code
- Existing users will be able to log into the site. It will allow to save id & password



Example of Residents Home Page

Branch managers can add information that they anticipate as important and could potentially reduce number of common issues call.

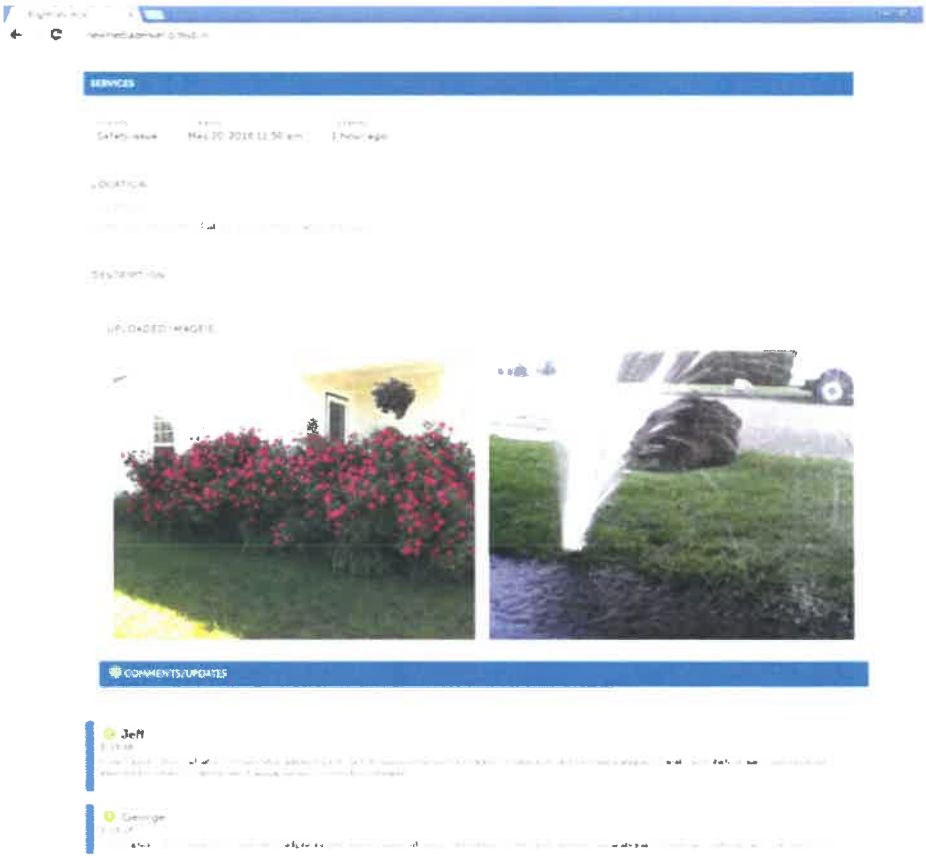
- **"Service Request"** — Allows residents to open a new service requests in a simple step by step process
- Residents can see all their open Service Requests with status at the bottom of the page in a listed format. **"View Ticket"** gives access to the details of Service-Request
- "**Dashboard"** — Simply takes the resident to the primary page
- **"HOA Updates"** — HOA representatives (Solivita Captains) can have a page to post their own specific announcement to their residents
- **"Announcement"** — Generic BV announcements that are not time sensitive but informational for the residents. It can be expanded by clicking on it
- **"Maintenance Schedule"** — See updated schedule of activities for the HOA. Allows Branch Managers to attach operational maps



Example of Residents Service Request Page

Page Objective: Resident to provide as much detail required for field Team to address issue. It will show date, time, priority, location, description of service requested, the ability to upload photos and communication comments to all parties

- Managers can view how well the team is responding to the open tickets and drill down to each areas to identify any response delay issues.



The BrightView Team will present a live version of this program to the board when we do the face to face presentation. The prior pages were snap shots of what this Customer Friendly tool can provide.

BrightView

Landscape Services

BID SHEETS

Contractor: BrightView Landscape Services

Address: 7600 Mystic Dunes lane
Kissimmee, FL 34747
Phone: 407-223-4615
Fax:
Contact: Kurt Knotts
Email: kurt.knotts@brightview.com

Property:

Address: 219 E. Livingston St.
Orlando, Florida, 32801
Phone:

Contact:
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A) - Mowing/Detailing	6,103	6,103	6,103	6,103	6,103	6,103	6,103	6,103	6,103	6,103	6,103	6,103	$73,236
TURF CARE (Component B) Bahia/St Augustine/Zoysia	946	946	946	946	946	946	946	946	946	946	946	946	$11,352
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	575	$28,900
IRRIGATION MAINT. (Component D)	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,524	$18,283
ANNUAL CHANGES (Component E.1)	2,640	0	0	2,640	0	0	2,640	0	0	2,640	0	0	$10,560
Per Annual Pricing:	1,200	2		1,200	2		1,200	2		1,200	2		
BED DRESSING - Estimate mulch yds (Component E.2)	0	0	0	0	16,500	0	0	0	0	0	16,500	0	$33,000
Per Yard Pricing:	55				Mulch Yds	300					Mulch Yds	300	
PALM TRIMMING 2x Per Year 511 Regular = (42.86 x 2)/Specialty 21 = (154 x2)	4,189	4,189	4,189	4,189	4,189	4,189	4,189	4,189	4,189	4,189	4,189	4,189	$50,268
Palm counts:	511+21												
TOTAL FEE PER MONTH:	$17,977	$15,337	$15,337	$17,977	$31,837	$15,337	$17,977	$15,337	$15,337	$17,977	$31,837	$13,337	$226,599
Flat Fee Schedule	$18,800	$18,800	$18,800	$18,800	$18,800	$18,800	$18,800	$18,800	$18,800	$18,800	$18,800	$18,800	$225,599

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$131,771

Extra Services Annual Changes, Palm Pruning, Mulch	$93,828

TOTAL	$225,599.20

Initial

Dedicated Equipment

Trucks

(4) Ford Hybrid Maverick
(6) Ford F-250 ¾ ton Pick-up
(2) Ford F-550 Dump Truck
(1) Ford Concept Irrigation Van (Electric)
(12) Custom build equipment trailers

Mowing Equipment

(4) 52" Stander mowers
(4) 61" Rider ZTR
(4) 72" Riding Mower
(4) John Deere Electric Utility Carts

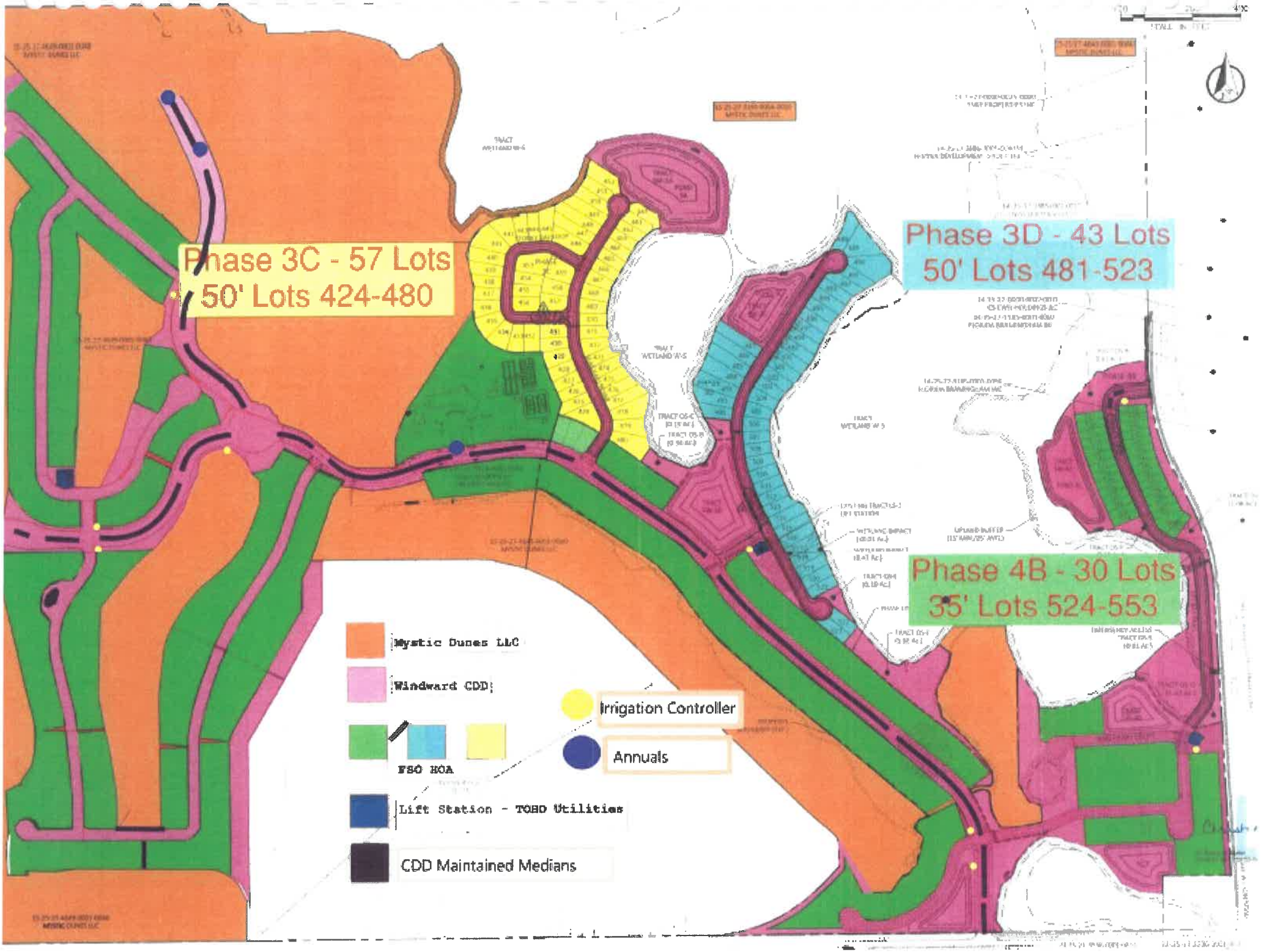
Specialty Equipment

(4) Ride on Z-Sprayers
(2) 50 gal Skid Sprayers
(1) Toro Ride on Boom Sprayer

2 Cycle Gas and Battery Powered Field Equipment

TOTAL: 50 Pieces of Equipment

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


Phase 3C - 57 Lots
50' Lots 424-480
Phase 3D - 43 Lots
50' Lots 481-523
Phase 4B - 30 Lots
35' Lots 524-553
Mystic Dunes LLC
Windward CDD
FSO HOA
Lift Station - TOHO Utilities
CDD Maintained Medians
Irrigation Controller
Annuals

Windward CDD Landscape Maintenance Bid Instructions

Attention Bidder,

Please follow the instructions listed below for additional info on the landscape maintenance services bid for Windward CDD including the Fee summary sheet, the scope of services and the landscape map. Thank you.

Instructions and additional information:

1. Please provide a filled-out fee summary schedule (Separate Excell spreadsheet). The Components in the scope align with the components in the fee summary.
2. Please refer to provided coverage area map, and the scope for this bid.
3. The scope of services has the base level of service expected to maintain the property. Please note any additional or recommended services that go beyond the provided scope of services.
4. Please refer to the specs in the scope for turf management, irrigation maintenance and other aspects of landscape maintenance for the property. It is broken down into two main sections which are Essential Services and Extra Services.
5. Please take extra care when it comes to fertilization/pest/OTC/Drenching programs for palms. The property has many specialty palms and palms susceptible to disease and pests.
6. Please take extra care when reviewing the Irrigation maintenance specifications. Irrigation maintenance inspections being done per the scope is very important and should be priced accordingly.
7. It is expected you will use the scope, map, and existing site conditions to create your bid. This includes palm counts, irrigation zone and controller counts. The bid packet contains all the information we have to provide for this bid. If additional information is needed about plant counts, or other items regarding current site conditions, it will require bidders taking time onsite to inspect and obtain that information themselves.

Clarification:

1. Please note that while the CDD owns the entire right of way, we do NOT maintain the strip between sidewalk and curb in front of homesites. Otherwise, we do maintain landscaping in the pink areas. We do maintain all medians and between the sidewalk and curb in all areas not Infront of a home. This includes areas adjacent to ponds and CDD common areas.
2. There are approximately 380 palms. Proposers are responsible for verification.
3. The property will require approximately 300 yds twice a year, approximately 600 total yards annually. Proposers are responsible for verification.
4. Each annual rotation is approximately 1200 annuals. This has been entered into the fee summary. Proposers are responsible for verification.
5. The contract is also responsible for emptying approximately 10 dog stations on a weekly basis and restock the bags. Proposers are responsible for verification.

Windward CDD

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

General Services- Component "A"

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia, and Zoysia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed. Pond banks will not be mowed when weather conditions would cause concern that they would be damaged.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"–3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they

shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal

of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

The contract is responsible to empty and refill dog stations on property once per week. There are 10 dog stations.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period**. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly**. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.
The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program

ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
  October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July:Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

Application Requirements: Fertilization

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A

complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation. **Contractor will also include quarterly OTC injections on palms that will benefit from it such as varieties of date palms.**

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from

negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component "D" – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection should be performed during the same week(s) each month. Repairs under $500 should be carried out each month with just verbal confirmation. Anything over $500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management's discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the normal rates.

When it is not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance.
Contractor will provide a 24 hour "Emergency" number for irrigation repairs.
Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (When Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.
Beds are to remain weed – free at all times.
All declining blooms are to be removed immediately.
Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
Pre-emergent herbicides are not to be used in annual beds.
Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty
Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, JC Guillen REPRESENTING _Brightview Landscape Services Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/ specifications at the following prices:

I.	**Contract Proposal Amount:** *(Please provide an average of all five years of pricing)*	**$233,883.00 (Average of 5 years)**
	Annual Total, Year 1:	**$225,599.00**
	Annual Total, Year 2:	**$225,599.00**
	Annual Total, Year 3:	**$232,366.00**
	Annual Total, Year 4:	**$239,336.00**
	Annual Total, Year 5:	**$246,516.00**

II. Proposer Information

NAME OF PROPOSER: JC Guillen - Brightview Landscape Services

ADDRESS: 7600 Mystic Dunes Lane Kissimmee FL 34747

PHONE: 407-780-6647 FAX: _____

SIGNATURE: JC Guillen

PRINTED NAME: JC Guillen

TITLE: Business Developer Executive

DATE: 5/3/2024

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Brightview Landscape Services

- Street Address 7600 Mystic Dunes Lane

P. O. Box (if any) _____

City Kissimmee State FL Zip Code 34747 Telephone

407-780-6647 Fax no. _____

1st Contact Name JC Guillen Title BDE

2nd Contact Name Kurt Knotts Title BM

Parent Company Name (if any) N/A

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: Corporation
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date 6/1989

Is the Proposer in good standing with that State? Yes _x__ No ___

If no, please explain _____

_____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes _x__ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	$ 2M
Automobile Liability	$ 5M
Workers Compensation	$ 2M
Expiration Date	9/26/2024

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

see attached

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 7600 Mystic Dunes Lane

P. O. Box (if any) _____

City Kissimmee State FL Zip Code 34747

Telephone 407-780-6647 Fax no. _____

1st Contact Name JC Guillen Title BDE

2nd Contact Name Kurt Knotts Title BM

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

see attcahed Supervisors, who will be onsite 3-4 days per week;
see attached Technical personnel, who will be onsite 2-3 days per week; and
see attached Laborers, who will be onsite 3-4 days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes X No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

See Resumes Attached

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____ %

of Time to Be Dedicated to This Project: 100 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No _x__ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

N/A _____

Subcontractor Name

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: N/A _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*
  All Brightview employees are E Verified, Drug Tested , more info in proposal packet.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

See Attachment in Proposal

OFFICERS

PROPOSER: See attached in proposal DATE:

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Darren McDonough	SVP	Oversees Operations	Orlando, FL
Scott Sikora	VPGM	Oversees Operations	Orlando FL
Michael Trinidad	Operations Director CFL	Oversees Operations CFL	Orlando FL
Kurt Knotts	Branch Manager	Oversees Operations 4 Corners	Orlando, FL
Cal Leggett	Agronomics Director	Oversees all Agronomics	Orlando, FL
Eric Cedeno	Irrigation Manager	Oversees all irrigation	Orlando , FL
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Brightview - See attached in Proposal

DATE:

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Kurt Knotts	BM	Branch Manager - Operations	Mystic Dunes Kissimmee,fl	50-75%	8 years	30 years
William Boccio	ABM	Assistant Manager operations	Mystic Dunes Kissimme,fl	75-100%	2 years	10 years
Alexis Rivera	AM	Account Mnager	Mystic Dunes Kissimme,fl	100%	3 years	8 years
Edward Collazo	Irrigation Mngr.	Irrigation	Mystic Dunes Kissimme,fl	100%	11 years	16 years
Cal Leggett	Agronomics	Horticulturist	Mystic Dunes Kissimme,fl	50- 75%	7 years	25 years
Abimael Cancel	PS	Production Specialist	Mystic Dunes Kissimme.fl	100%	2 years	20 years
Jean Cotto	PM	Production Manager	Mystic Dunes Kissimme.fl	100%	4 years	16 years
Michael Provencher	CA	Certified Arborist	Mystic Dunes Kissimmee,fl	20-25%	20 years	30 years
Chris Carey	Equipment	Equipment Director	Mystic Dunes Kissimme,fl	15-20%	4 years	22 years

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Brightview - See attachment in Proposal

DATE:

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
  Yes x *No* ___
  If yes, please provide the following information for each project (attach additional sheets if necessary):

  Project Name/Location: See attachemnts in Proposal

  Contact: _____ Contact Phone: _____

  Project Type/Description: _____

  Dollar Amount of Contract: _____

  Scope of Services for Project: _____

  Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

  2023 = 2.1M

  2022 = 1.8M

  2021 = 1.2M

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

  Project Name/Location: Windsor at Westside CDD

  Contact: Sylvester Ruggiero Contact Phone: 407 - 507 - 1417

  Project Type/Description: Maintenance of lakes, roadway and medians

  Dollar Amount of Contract: 60,000

  How was the project similar to this project? Similar scope

  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): All services included

List of equipment used on site: see attachment

List of subcontractors used: N/A

Is this a current contract? Yes x No ___

Duration of contract: 2 years

- *(Information regarding similar projects – continued)*

Project Name/Location: Lake Nona CDD

Contact: Tavistock Group Contact Phone: 407-313-8233

Project Type/Description: Maintenance of all open areas such as lakes, ponds , sidewalks and medians . entrances etc.

Dollar Amount of Contract: $950,000

How was the project similar to this project? similar in size and scope

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): All services included

List of equipment used on site: see attachment

List of subcontractors used: N/A

Is this a current contract? Yes x No ___

Duration of contract: 5 years

- *(Information regarding similar projects – continued)*

Project Name/Location: Stoneybrook West

Contact: Rob Szozda Contact Phone: 865-603-3650

Project Type/Description: Maintenance of medians, lakes and ponds within the Master HOA

Dollar Amount of Contract: $180,000

How was the project similar to this project? similar scope

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): All Services Included

List of equipment used on site: see attachment in Proposal

List of subcontractors used: _____

Is this a current contract? Yes x No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location:_____

Contact:_____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

_____

_____

_____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

_____

_____

_____

_____

List of equipment used on site: _____

_____

_____

List of subcontractors used: _____

_____

_____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No __x__ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location:_____

Contact:_____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

Reason for Termination: _____

_____

_____

_____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No _x_*

  If yes, please describe each violation, fine, and resolution _____

  _____

  What is the Proposer's current worker compensation rating? _____

  Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No _x_

  If yes, please describe each incident _____

  _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
  Yes ___ No _x_ If yes, please provide:

  The names of the entities _____

  The state(s) where barred or suspended _____

  The period(s) of debarment or suspension _____

  Also, please explain the basis for any bar or suspension:

  _____

  _____

  _____

  _____

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

N/A

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (_x) If yes, provide the following:*

Identify the Case # and Tribunal:_____

Describe the Nature of the Action:_____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (_x) If yes, please explain:*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (X) If yes, please explain:*

Windward Community Development District

Please sign and return with your bid packet. Attach this form to your bids.

NAME OF FIRM:
JC Guillen

SIGNATURE:
JC Guillen

DATE: 6/7/2024

UNIQUE BRIGHTVIEW SERVICES

Methodology for Completing Bid Sheets

BrightView Landscape Services, Inc. has developed a proprietary estimating system using production rates derived from field time motion studies for all the equipment use to provide Landscape Services to our Clients. In the system our dedicated estimators uses a variety of different tool to measure, take inventory of each site we submit a competitive bid. Some of the tools are Google Earth, GoiLawn and drones programed to fly in a grid pattern measure the turf and shrubs and identifying these on a program developed specifically for identifying turf, shrubs and hard surfaces.

Our professional Estimators the load the captured data into our system, chose the equipment required to provide service. Below we have provided a snippet of the system we are using:

Estimator choses when each service is provided

Estimator choses number of services requested

The system will calculate the hours per # of services in a year to perform each task

Service Line Item

Service Code	Category	Part#	Desc	Alt Description	Qty	Type	Qty	Overwrite Hrs/Qty	Ext. Qty	UoM
						Landscape Maintenance 1.0				
MOW	Weekly	BM002	Mow Turf 36 in	pencil	42	Service	908,502.00			SF
MOW	Weekly	BM-LA-C	Gardner L1-L2 Gen labor		42	Labor	50.47		2119.74	HR
MOW	Weekly	BM002	Mow Turf 36 in		42	Service	6,524,000.00			SF
MOW	Weekly	BM-LA-C	Gardner L1-L2 Gen labor		42	Labor	362.44		15222.48	HR
MOW	Weekly	BM004	Mow Turf 60 in		42	Service	2,605,279.00			SF
MOW	Weekly	BM-LA-C	Gardner L1-L2 Gen labor		42	Labor	57.90		2431.8	HR
T&L	Weekly	BM040	Travel and Load		52	Service	100			HR

Estimator choses equipment required

Estimator inputs the total square footage to be serviced by each piece of equipment chosen and the system will calculate the hours required, per service to perform the task

This is an example of a different Community we proposed. It will give you the process we performed while taking inventory of the Community. From this tool we also use our experience servicing similar Communities of actual hours to provide the services. To recap, our Team used technology and old fashion Landscape experience to provide the most competitive pricing to our Clients.

Site Study Example

Soil Mapping

The objective of this project is to provide an example of how a systematic approach to soil sampling in an HOA environment can be used to create a visual guide to soil chemical properties. In theory this would create significant variability of the soil throughout the community compared to the variability within an undeveloped site. Collecting and mapping soil sample results will provide the information necessary to determine the locations of nutrient deficiencies so that a customized fertilizer program can be developed.

Address	Street	Front or Back	pH	P (ppm)	K (ppm)	Ca (ppm)	Mg (ppm)	OM (%)	CEC (meq/100g)	Notes
212	Torino	Front	7.9	56	28	1796	57	1.2	9.5	
200	Torino	Front	8	79	35	4636	116	1	24.2	Moved to front - gated back yard
188	Torino	Front	7.6	82	23	2010	61	0.8	10.6	
176	Torino	Back	7.5	17	20	884	90	1	5.2	Clay hardpan at ~8", very wet
160	Torino	Front	7.8	38	23	1729	76	0.9	9.3	
148	Torino	Back	6.5	39	11	596	66	3.9	3.9	
132	Torino	Front	6.4	36	23	617	55	1.8	4	
120	Torino	Back	6.3	23	17	476	81	0.7	3.5	
117	Torino	Front	7.8	30	26	2898	84	1	15.3	
504	Catania	Back	7.2	15	15	886	92	0.8	5.1	
516	Catania	Front	7.9	24	25	2082	68	1.1	11	
528	Catania	Back	6	14	11	365	81	0.4	2.9	
540	Catania	Front	6.8	19	13	748	63	0.8	4.4	
525	Catania	Back	5.8	23	14	466	68	1.1	3.6	Compacted with clay hardpan at ~6"
513	Catania	Front	7.4	50	31	1924	128	2.4	10.8	
501	Catania	Back	5.9	58	35	557	77	2	4.2	Compaction at ~6"
137	Torino	Front	7.4	54	36	3569	96	1.5	18.7	
149	Torino	Back	6.6	35	12	548	36	1	3.3	
161	Torino	Front	7.7	40	14	1884	43	1	9.8	
173	Torino	Back	6.3	19	12	367	26	2	2.5	
528	Milano	Front	7	28	32	3455	92	2.2	18.2	
540	Milano	Back	5.6	15	24	589	176	0.9	5.9	
533	Milano	Front	7.6	92	27	3043	96	1.1	16.1	
521	Milano	Front	6.1	37	17	2343	61	1	12.3	Moved to front - gated back yard
509	Milano	Front	7.4	42	19	1811	75	1.6	9.7	
185	Torino	Back	7.5	40	17	1530	79	1.4	8.4	
197	Torino	Front	7.5	29	26	1378	64	0.8	7.5	
209	Torino	Back	7.3	27	19	814	64	0.7	4.7	
		Average:	7	38	22	1571	78	1	9	

pH	P (ppm)	K (ppm)	Ca (ppm)	Mg (ppm)
5.5-7.4	≥26	≥36	≥250	≥21
7.5-7.9	≤25	≤35	≤249	≤20
≥8				

Tree Care Example

Our Tree Care Team will do a site evaluation using ArborNote. Below you will see examples of ArborNote and some of the challenges we may find. This will be part of the intel start up for the Community.

Severe Decline

The anchor root appears to have been damaged in the past which has led to internal decay. As the tree matures, weak points may become present. The weak points can potentially crack and split in high winds and saturated soils.

Over Cup Oak

Signs of decline from damage and signs of heavy equipment damage.

Internal Decay

Heartwood has become decayed.

Brazilian Pepper

Brazilian Pepper is a highly invasive tree that can easily consume a landscape if not removed. I highly recommend the immediate removal of all Brazilian pepper trees and treating the stumps with herbicide.

Crape Myrtle

Crape Myrtle trees are highly sensitive to damage from trimmers and lawn mowers. Damage from mowers can potentially lead to sucker growth and internal decay. Do not spray herbicide on crape myrtle suckers. This can lead to herbicide damage of entire tree. Crape Myrtle sucker should be removed with sanitized hand pruners.

ArborNote - **SAMPLE**

The map below is an example of a Clubhouse our Tree Care Team developed an inventory for, this demonstrates our capabilities to count, audit and service the entire community's Tree and Palm maintenance. The below sample of the clubhouse area identifies every type of tree and palm. We create an Excel spreadsheet from the map (as below) that then informs the community of the Service Area, the Quantities, the Species, Type and Frequency of Service, and the Annual Price for the tree and palm pruning.

LOT	Qty	Tree Species	Aerial Map Color Code	2019	Service	2019 Total
Footprint	62	Washingtonia palm		X	Maintenance Prune remove loose boots	$ 3,410.00
Footprint	62	Washingtonia palm		X	2nd pruning to remove inflorescence loose boots	$ 3,410.00
Footprint	79	Sabal palm		X	Maintenance Prune remove loose boots	$ 2,765.00
Footprint	19	Medjool		X	Maintenance Prune	$ 2,375.00
Footprint	19	Medjool		X	2nd pruning to remove inflorescence loose boots	$ 2,375.00
Footprint	49	Oak		X	Maintenance Prune	$ 2,940.00

Valencia Lakes Ave – Hardwoods: 923 Palms: 1307
MM - Hardwoods: 141 Palms: 198
H - Hardwoods: 165 Palms: 454
G - Hardwoods: 168 Palms: 533
A/B - Hardwoods: 681 Palms: 246
E/F - Hardwoods: 284 Palms: 980
D - Hardwoods: 120 Palms: 263
M - Hardwoods: 137 Palms: 444
N - Hardwoods: 173 Palms: 211
O - Hardwoods: 128 Palms: 384

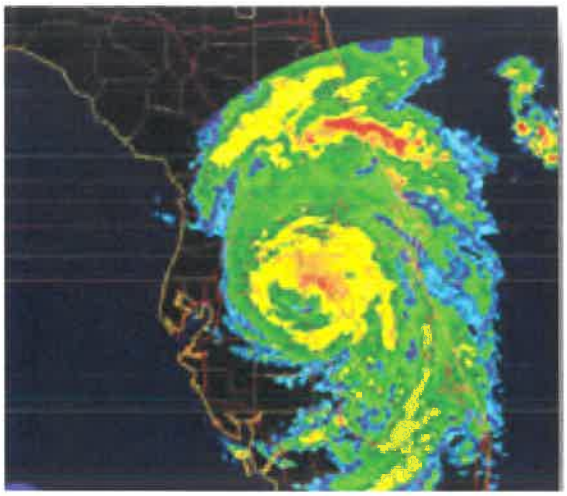
L - Hardwoods: 166 Palms: 105
K - Hardwoods: 155 Palms: 367
C - Hardwoods: 96 Palms: 394
I - Hardwoods: 98 Palms: 389
J - Hardwoods: 291 Palms: 791
Park - Hardwoods: 45 Palms: 83
Clubhouse - Hardwoods: 178 Palms: 206
Total Hardwoods – 3995
Total Palms - 7499

Emergency Response Team
Ready When You Need Us

With dozens of locations across Florida and more than 3,000 employees in the state, we can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to hurricanes, tornadoes / water spouts, and severe weather.

When a catastrophe occurs, your local Branch Manager will personally draw on resources and pull equipment from within the BrightView network to ensure your property is quickly, properly and safely serviced.

Resources from branch offices throughout Florida will be available in the event of an emergency to ensure our customers have access to crews and equipment quickly



Valued Safety Partnership

BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day. In delivering the highest quality service, our dedicated team members across BrightView understand that nothing is more important than the safety of our people, customers, and the communities we serve. As one of our core values, safety helps to define BrightView and how we drive and deliver Confidence from Excellence.

BrightView's Safety Commitment

We actively strive for continuous improvement of our safety performance in relentless pursuit of our vision of creating a workplace where **No One Gets Hurt.**

We instill a sense of ownership and responsibility in our team members so that everyone has the right to stop and question any work activity that causes concern about their personal safety and to report hazards or unsafe conditions on our jobs or in our yards that may impact the safety of others, or the safety of our services.

We foster a culture where all leaders and team members are empowered to address safety risks and prevent incidents and injuries.

We provide a safe work environment that places significant value on the health and welfare of our team members, and integrates safety into our management decisions and operating practices.

We regularly train our people on their responsibilities to create and maintain a safe and healthy work environment.

We hold ourselves accountable to be a leader in business performance which includes as the top priority, our safety performance.

We comply with Occupational Safety and Health Act (OSHA) regulations and company safety policies that are designed to protect our people from known workplace hazards.

BrightView's Safety Responsibility

At BrightView, ensuring workplace safety is the responsibility of every leader and team member. We empower and expect everyone at BrightView to Take Pride in their role of providing safe services and to Take Care of ourselves, each other and our clients.

Through this shared commitment, we live our safety promise every day to provide the highest quality services in the safest manner.

BrightView

Committed to Safety, Everyday

BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day.

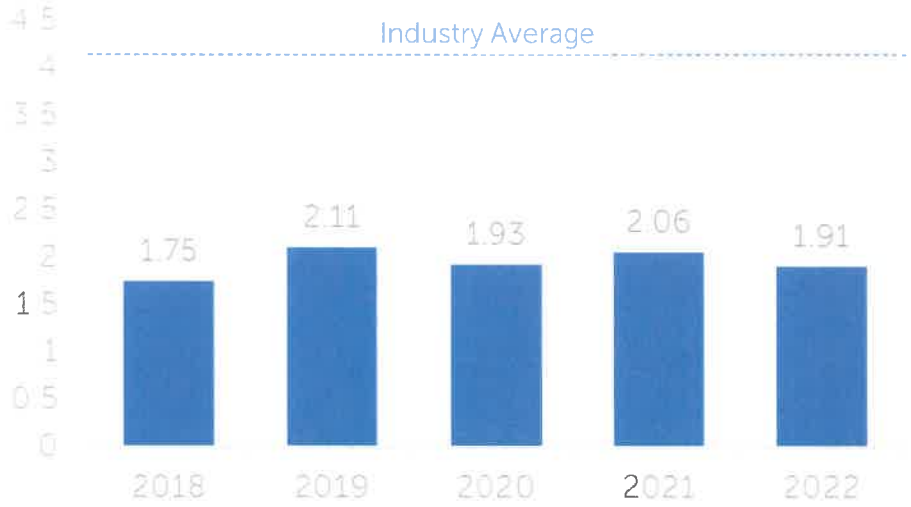
Our employees are regularly trained on their responsibilities and are held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, which makes a safer environment for your employees.

At BrightView, we believe that safety is more than putting on a vest, safety glasses and gloves —it is woven into the fabric of our company.

Scott Sikora
Vice President

OSHA Recordable Performance

Industry Average: 4.20



BrightView regularly performs better in safety than other landscape service providers.

Extensive Training

BrightView crews receive ongoing formal and hands on field training to ensure we meet the highest safety standards in the business.

Employee Verification Process

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.

Personal Protective Equipment

Proper PPE Is required of all team members engaged in jobsite production activities.

BrightView Landscapes Foundation

The BrightView Landscapes Foundation is a 501(c)(3) charitable organization created to provide financial aid to BrightView team members or their family members who experience hardship, such as natural disasters, illnesses, injuries, and death. The foundation is funded through donations from BrightView team members who have the option to participate via payroll deductions, as well as third-party donors and matching contribution from the company.

Since 2017, the BrightView Landscapes Foundation has raised more than $500,000 and has given out more than $300,000 to aid its team members.

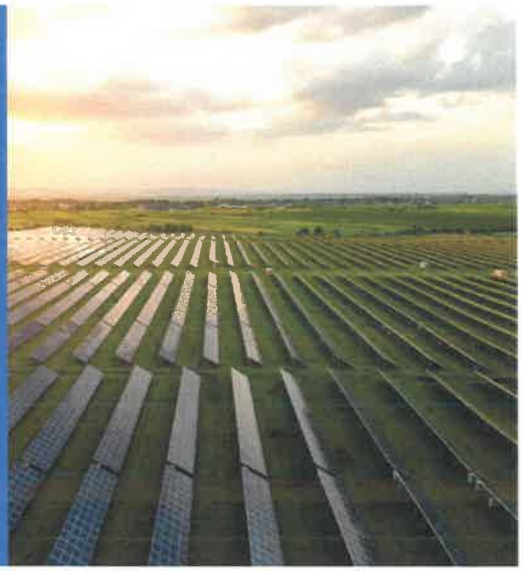
Taking care of our people has always been a top priority and is even a Strategic Imperative for BrightView. While our safety strategy is in place to have our tem members return home the same way they left in the morning, we also know that things may happen that are out of anyone's control.

Requests are made by team members experiencing financial difficulties. Those nominations are reviewed by the BrightView Landscapes Board and, if the request mees the Foundation criteria, donation checks are written.

BrightView

Working Towards a Brighter, More Sustainable Future

In addition to the landscapes BrightView designs, builds, maintains and enhances – and the millions of C02-consuming plants and trees added to landscapes each year – BrightView is continually striving to minimize the impact of its work on the environment through innovative landscaping techniques, efficient equipment, and environmentally responsible practices.



EFFICIENT VEHICLES

BrightView proudly manages a large fleet of vehicles, including hybrid vehicles, eco-boost and fully electric and continues to focus on sustainability and reducing carbon emissions in connection with its operations.

RECYCLING GREEN WASTE

As part of standard practice, BrightView repurposes green debris as compost or organic mulch and highlights compost as sustainable alternatives to clients.

EMISSIONS MANAGEMENT

BrightView is one of the nation's largest users of zero-emission commercial landscaping equipment including electric line trimmers, blowers, and mowers.

CLEANER AIR

BrightView to minimize greenhouse gas emissions in part using zero worx- and low-emission vehicles and equipment.

EQUIPMENT REPLACEMENT & RECYCLING

We regularly replace and recycle all equipment and vehicles in order to stay current with emission laws and updates in equipment fuel efficiency.

WATER CONSERVATION

BrightView is an industry-leading provider of water-efficient landscaping services and works with its clients to increase efficiencies in the responsible use of water, including reductions in wasted water usage and energy consumption.

BrightView

5-Pronged Approach to Our Carbon Neutrality Goal

1. STEWARDSHIP: We're actively engaging with industry partners and suppliers to lead a transformation towards our environmental goals. One of the ways we reduce waste is by using Root Stepper tray systems. These reusable trays enable planting of multiple plants avoiding the use of individual pots.

2. SUSTAINABILITY: We're helping to sequester carbon by planting trees and through the sustainable design and maintenance of landscapes. BrightView plants more than 80,000 trees annually. By 2030, BrightView plans to engage in incremental initiatives to plant 2 million trees, which would offset the CO2 produced by approximately 7,000 vehicles.

3. A CLEANER FLEET: BrightView began introducing hybrid vehicles to our fleet 10 years ago and we intend to expand those efforts by deploying 500 electric vehicles over the coming 12 to 24 months. By 2027, we expect to convert approximately 30% of our total fleet to electric or hybrid.

4. GREENER EQUIPMENT: We plan to rapidly convert approximately 35,000 pieces of 2-cycle gas powered equipment to rechargeable energy sources by 2025, resulting in a greater than 50 percent reduction in BrightView's carbon footprint.

5. EFFICIENT BUILDINGS: Where possible, we intend to convert electrical power to our buildings with alternative energy sources and we are planning to pilot these measures at one of our branches in 2022. In the 300 properties we currently own or lease, we're replacing outdated equipment and appliances with energy-efficient alternatives. Through paperless billing and digital record keeping, we're saving more than 1 million sheets of paper annually.

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 258239 **CLASS:** A **EXPIRES:** **09/30/2024**

OWNER NAME	LOCATION
RICKY HARRIES	POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
BRIGHTVIEW LANDSCAPE SERVICES, INC. BRIGHTVIEW LANDSCAPE SERVICES, INC. 980 JOLLY RD STE 300 BLUE BELL, PA 19422	810000	LTD OTHER SERVICES

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 2341655 04/11/2024 JEC **TAX 31.50** **BRIGHTVIEW LANDSCAPE SERVICES, INC.**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 740655

Requester's name and address (optional)

6 City, state, and ZIP code
Atlanta, GA 30374-0655

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
9 5 - 4 1 9 4 2 2 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** Tanya Allen **Date ▶** 3/8/2024

General Instructions

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

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

Purpose of Form

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

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

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

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

RAIN BIRD

Factory Trained

This is to Certify that

Eric Cedeno

Has completed the requirements of the Rain Bird Factory Trained Program and has received the designation of:

Maxicom Operator

20 CEU Hours

Orlando, FL - October 16th, 2019

Designation Expiration 10/16/2022 Robert Pfeil, Marketing Group Manager – Services, Rain Bird International, Inc. - Services Division Student ID 1330111

RAIN BIRD

Irrigation ASSOCIATION

IRRIGATION ASSOCIATION

Certifies that on

March 10, 2020

Eric Cedeno

Has earned the designation of

Certified Landscape Irrigation Auditor

Certification ID # 107720

Larry Cammarata, CIC, CIDM CLIA, CLIM, CLWM
Chair, Certification Board

After December 31, 2020 this certificate is valid only when accompanied by a current renewal card.

Select Certified
IRRIGATION ASSOCIATION

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Osceola

Before me, the undersigned authority, appeared the affiant, Jose Guillen, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Witness for Jose Guillen ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1 dated June 7, 2024

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 4th day of June, 2024.

Proposer: Jose Guillen
By: JC Guillen
Title: Business Developer Executive

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 4th day of June, 2024, by Jose Guillen of Brightview, who is ☑ personally known to me or ☐ who has produced license as identification, and ☑ did or ☐ did not take the oath.

Notary Public State of Florida
Tanya Linett Alicea
My Commission HH 480796
Expires 2/9/2028

Tanya L Alicea

Notary Public, State of Florida
Print Name: Tanya Linett Alicea
Commission No.: HH 480796
My Commission Expires: 2/9/2028

PROPOSAL FORM
SIGNATURE PAGE

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

Dated this 4th day of June, 2024.

Proposer: Jose Guillen
By: JC Guillen
Title: Business Developer Executive

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 4th day of June, 2024, by Jose Guillen of Brightview, who is ☑ personally known to me or ☐ who has produced license as identification, and ☑ did or ☐ did not take the oath.

Notary Public State of Florida
Tanya Linett Alicea
My Commission HH 480796
Expires 2/9/2028

Tanya L. Alicea

Notary Public, State of Florida
Print Name: Tanya Linett Alicea
Commission No.: HH 480796
My Commission Expires: 2/9/2028

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: Jose Guillen

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

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    __x__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

JC Guillen

Signature of Authorized Signatory of Proposer

Sworn before me on June 4, 2024

Notary Public Signature

Tanya L Alicea

Notary Public State of Florida
Tanya Linett Alicea
My Commission HH 480796
Expires 2/9/2028

Notary Stamp

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/26/2023

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

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
15th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
BrightView Landscape Services, Inc.
Location #34530
4777 Old Winter Garden Road
Orlando FL 32811 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570101803711 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			XSLG47325857 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS - COMP/OP AGG	$5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H10716561	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION			AUC508596819 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	$3,000,000
							AGGREGATE	$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WLRC5068541A WC - AOS	10/01/2023	10/01/2024	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A If yes, describe under DESCRIPTION OF OPERATIONS below			SCFC50685482 WC - WI	10/01/2023	10/01/2024	E.L. EACH ACCIDENT	$2,000,000
							E.L. DISEASE-EA EMPLOYEE	$2,000,000
							E.L. DISEASE-POLICY LIMIT	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 345300000 VCM Four Corners, 7600 Mystic Dunes Lane, Kissimmee, FL 34734.

CERTIFICATE HOLDER

VCM Four Corners
Brightview Landscape Service
Location: 34530
7600 Mystic Dunes Lane
Kissimmee FL 34737 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570101803711

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 740655

Requester's name and address (optional)

6 City, state, and ZIP code
Atlanta, GA 30374-0655

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
9 5 – 4 1 9 4 2 2 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** Tanya Allen **Date ▶** 3/8/2024

General Instructions

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

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

Purpose of Form

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

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

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

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

Windward Community Development District

Addendum #1
Windward CDD RFP 2024
Landscape Maintenance Services

June 7, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

CLARIFICATIONS/QUESTIONS:

Q1: How many mow cycles should we propose for this bid?

A1: Propose 42 mow cycles.

Q2: II.6. Familiarity With the Project: In regards to the "as is" condition of acceptance, will a remediation priced as a one-time additional billable service be permitted if the conditions of the site are not up to the standard expected by the CDD? Who will be responsible for this remediation?

A2: A one time service proposal for elements that the proposer believes need immediate remediation can be provided by the proposer at any time. The expectation is that the proposers service over time will improve the site conditions to a satisfactory state. Fair consideration for current conditions and the time it takes to accomplish these changes will be considered.

Q3: Is the current condition of the site up to the standard expected by the CDD?

A3: No. The site has much needed improvement at this time.

Q4: II.15.J: Will the certificate of insurance required Windward CDD to be listed as additional insured?

A4: Yes.

Q5: II.20. Mandatory and Permissive Requirements: The requirement that bidders attend the Mandatory Pre-Proposal Meeting conflicts with prior information that there is no mandatory pre-proposal meeting for this bid. Please confirm.

A5: There was no Pre-bid meeting therefore no mandatory attendance.

Q6: If the open site visit period serves as a mandatory pre-bid for this bid, please provide a list of bidders who have conducted site visits during this period.

A6: There was no mandatory pre-bid meeting of any kind. The information of what bidders provided proposals for the site for this RFP will be available after the bids are opened.

Q7: Windward CDD Landscape Fee Summary: Will per-application mulch amounts in square yards be required in the fields for which these applications will be performed (i.e. columns "May" and "Nov" in row "BED DRESSING – Estimate mulch yds")

A7: Mulch is to be proposed in cubic yards. Yes the fee summary requires bidders to propose how many yards will be used per application.

Q8: Windward CDD Landscape Fee Summary: Does the requested mulch yards estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A8: Cubic Yards.

Q9: Windward CDD Landscape Fee Summary: Palm pruning is listed as an "Extra Service" alongside annual changes and mulch, while previously only annual changes and mulch were to be considered extra services. Please verify that palm pruning will be considered an extra service not to be included in the base contract amount.

A9: Palm pruning is labeled under the "Extra Services". The contract can be written to include Extra services or not. That is at the board's discretion, but all bidders must include numbers for these services.

Q10: Scope of Services.Clarification.3: Do the yards of mulch provided in the CDD's estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A10: Cubic yards.

Q11: Scope of Services.Clarification.4: The CDD estimates 1200 annuals to be changed per rotation. However, in the Landscape Fee Summary, a note indicates that there are "None at this time". Please clarify these conflicting notes.

A11: "None at this time" is an error. The bid is for 1200 estimated annuals.

Windward Community Development District

Q12: Scope of Services.Clarification.5: How many bags are required to be stocked per dog station?

A12: The intent is that the stations remain stocked at all times. Each station has different levels of usage. The bidder will have to estimate bag quantity to stock each week during their service of the stations.

Q13: Scope of Services.Clarification.5: Are bag rolls or bag boxes preferred for dog stations? Which size for each?

A13: The final decision will be left up to the bidder as long as the stations are user friendly and remain stocked. Please review onsite stations for what is currently used.

Q14: Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.

A14: This is defined in the Staffing section under General Services- Component "A" of the scope.

Q15: Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated? Is there any other unirrigated turf on the site outside of pond areas and banks?

A15: All pond banks are unirrigated. There are some other unirrigated spaces. The vendor will need to perform a site review for clarification. Only pond banks pertain to the 32 times annual mow schedule.

Q16: Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".

A16: Focal = Relating to the center or main points of interest. This includes entry monuments, annual beds, etc.

Q17: Landscape Scope of Work.General Services.Detailing: "A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations." This conflicts with prior information stating that detailing will occur once every three weeks, or approximately 17 times per year. Please clarify these conflicting notes.

A17: The property should be divided into thirds and a portion done each week. This requires a visit each week for 52 weeks annually.

Q18: Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.

A18: Please refer to the scope and any best recommended practices the bidder uses for these services. This is something that can change based on weather conditions or bloom cycles.

Q19: Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.

A19: Trash should be removed from all service areas when they are being serviced. At a base level that is whenever an area is mowed, and yes when an area is detailed every three weeks. Additional trash pickup may be required in some areas at management request.

Q20: Please provide a breakdown of St. Augustine, Bahia, and Zoysia turf areas.

A20: The service map provided should be used to generate the bid. Bidders are responsible to review the site and determine turf locations throughout the site. The CDD will not provide that information for this bid. The CDD does not have this information readily available.

Q21: Turf Care Program, Bahia – Where Applicable (Irrigated areas only): Please define irrigated areas as they pertain to Bahia turf. Will only irrigated Bahia receive chemical applications, or are irrigated areas synonymous with Bahia areas?

A21: Irrigated areas as they pertain to Bahia turf would be any Bahia turf area that received irrigation. Yes, only irrigated Bahia areas will receive chemical applications.

Q22: Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.

A22: None at this time.

Q23: Please provide an irrigation zone count.

A23: The CDD does not have a count of exact irrigation zone quantities. Bidders are expected to provide their best estimate based on a review of the property. An exact count of the zones is not necessary to provide a bid.

Q24: Irrigation Maintenance.Frequency of Service: Will material costs for all repairs, including those under $500, be considered an additional billable service beyond the hourly irrigation repair rate provided?

A24: Yes. Please refer to Component D for items included in the inspection and those that are extra billable services.

Q25: Please confirm that only areas outlined in pink on the provided map will be included under this bid.

A25: That is correct.

Q26: Please provide current contract.

A26: The current contract is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking the current contract is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q27: Please provide previous bid tab.

A27: The previous bid tab is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking district records is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q28: Please provide the name of current service provider.

A28: The property is currently serviced by Juniper.

Q29: Do additional fee summary schedules need to be copied and filled for all 5 years of pricing?

A29: No. Please provide a fee summary for the first year and list the additional years inside the bid packet where allocated.

Q30: Is there a maximum allowable annual increase in pricing between years?

A30: No. There are no parameters or restrictions on increases. Of course any annual increases will be reviewed by the board and is subject to board approval

Windward Community Development District

Please sign and return with your bid packet. Attach this form to your bids.

NAME OF FIRM:

JC Guillen

SIGNATURE:

JC Guillen

DATE: 6/7/2024

SECTION b.

Duval

PROJECT MANUAL

FOR

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
Osceola County, Florida

Date of Issue: May 18, 2024 at 9:00 a.m.
Due Date: June 12, 2024 at 11:00 a.m.

PROJECT MANUAL
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I. PUBLIC NOTICE

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
WINDWARD COMMUNITY DEVELOPMENT DISTRICT
Osceola County, Florida

Notice is hereby given that the Windward Community Development District ("**District**") will accept proposals from qualified firms ("**Proposers**") interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to csmith@gmscfl.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit a written proposal **AND** a PDF file on a flash-drive no later than **June 12, 2024 at 11:00 a.m.** (EST) to Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the day of the pre-proposal meeting. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District

to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Clayton Smith at csmith@gmscfl.com.

All proposals will be publicly opened at a meeting of the District to be held at **11:00 a.m. (EST), June 12 , 2024**, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 219 East Livingston Street, Orlando, Florida 32801 or by phone at 407-841-5524.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at 407-841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Windward Community Development District
Jason Showe, District Manager

II. INSTRUCTIONS TO PROPOSERS

WINDWARD COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services
Osceola County, Florida

Instructions to Proposers

1. **DUE DATE.** Sealed proposals ("**Proposals**") must be received from interested parties ("**Proposer(s)**") no later than **June 12 , 2024, at 11:00 a.m. (EST)**, at Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE/TIME	EVENT
May 18, 2024	RFP Notice is issued.
May 18, 2024 at 9:00 a.m.	RFP package available for pick-up or download ("Proposal Pick-Up Time")
May 20, 2024 to June 7, 2024	Site inspections available.
June 6, 2024 at 5:00 p.m.	Deadline for questions.
June 12, 2024 at 11:00 a.m.	Proposals submittal deadline.
June 12, 2024 at 11:00 a.m.	Public meeting to open bids.
June 19, 2024 at 1:00 p.m.	Board Meeting to evaluation proposals received.

3. **MANDATORY PRE-PROPOSAL MEETING.** There is no mandatory pre-proposal meeting.

4. **SIGNATURE ON PROPOSAL; CORRECTIONS.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

5. **[RESERVED]**

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

7. **FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. **PROJECT MANUAL.** The "Project Manual" and any addenda thereto, will be available from the District's Manager by sending an email to csmith@gmscfl.com beginning **May 18, 2024 at 9:00 a.m.** Proposers shall obtain a Project Manual prior to the mandatory pre-proposal meeting.

9. **QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District.

10. **SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, if the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. **INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Clayton Smith at csmith@gmscfl.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to questions or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Questions received after **June 6, 2024, at 5:00 p.m.** will not be answered. Answers to all questions will be provided

to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) hard copy and one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Windward Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All proposals will be publicly opened **June 12, 2024, at 11:00 a.m. (EST),** at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.

B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.

C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.

D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.

E. A list of the total annual dollar value of work completed for the last three (3) years.

F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.

G. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.

H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).

I. Completed proposal pricing sheet. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided.

J. A current Certificate of Insurance and proof of financial capability, as specified herein.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the

District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("**Contractor**") is expected to commence work on or about August 1, 2024, or on such other date as may be specified by the district in a written Notice to Proceed. The contract shall be for a specified term and, upon expiration or termination, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total proposal.

The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the Mandatory Pre-Proposal Meeting. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from its negligence or breach of contract, as more fully set forth in the contract form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the

singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com.

30. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars ($10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars ($10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

III. EVALUATION CRITERIA

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (_____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible) (_____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (_____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (_____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (25 Points Possible) (_____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 – 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount

based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). (210,000/265,000) x 25 = 19.81, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). (210,000/425,000) x 25 = 12.35, therefore, Contractor "C" will receive 12.35 of 25 points.

6. <u>Reasonableness of ALL Numbers</u> (15 Points Possible) (_____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6, as well as unit costs from the additional schedules.

<u>Proposer's Total Score</u> (100 Points Possible) (_____ Points Awarded)

<u>Additional Information Regarding Evaluation</u>

Once proposals are received, the District's Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on June 19, 2024, at 1:00 p.m., but the District reserves the right to reschedule any such meeting.

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, John Gillespie, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Director of Business Development for Duval Landscape Maintenance LLC. ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No._____dated _____

Addendum No._____dated _____

Addendum No._____dated _____

X

Addendum No._____dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 2024.

Proposer: Duval Landscape Maintenance LLC.
By: John Gillespie
Title: Director of Business Development

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

V. PROPOSAL FORMS

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before June 12, 2024 at 11:00am (EST)

TO: Windward Community Development District

FROM: Duval Landscape Maintenance LLC.
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Windward Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, John Gillespie REPRESENTING Duval Landscape Maintenance LLC. Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/specifications at the following prices:

I. Contract Proposal Amount: $ $227,389.52
(Please provide an average of all five years of pricing)

Annual Total, Year 1: $ 227,389.52

Annual Total, Year 2: $ 234,211.20

Annual Total, Year 3: $ 241,237.53

Annual Total, Year 4: $ 248,474.65

Annual Total, Year 5: $ 255,928.88

II. Proposer Information

NAME OF PROPOSER: Duval Landscape Maintenance LLC.

ADDRESS: 7011 Business Park Blvd. N. / Jacksonville, FL 32256

PHONE: 407-383-2379 FAX:

SIGNATURE: Jack Gillespie

PRINTED NAME: John Gillespie

TITLE: Director of Business Development

DATE: 6/11/2024

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Duval Landscape Maintenance LLC.

Street Address 7011 Business Park Blvd. N. / Jacksonville, FL 32256

P. O. Box (if any) _____

City Jacksonville State FL Zip Code 32256

Telephone 407-383-2379 Fax no. _____

1st Contact Name John "Jack" Gillespie Title Director of Business Development

2nd Contact Name Michael Woolridge Title Branch Manager

Parent Company Name (if any) N/A

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: Limted Liability Company
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date 8/10/2009

Is the Proposer in good standing with that State? Yes X No ___

If no, please explain _____

_____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes _X_ No ___

If no, please explain _____

Competing companyprovided a bid $100,000 below the previos contract price.

- *What are the Proposer's current insurance limits?*

General Liability	$ 1,000,000
Automobile Liability	$ 2,000,000
Workers Compensation	$ 1,000,000
Expiration Date	9/01/2025

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address **882 Jackson Ave**

P. O. Box (if any) _____

City **Winter Park** State **FL** Zip Code **32789**

Telephone **904-900-1127** Fax no. _____

1st Contact Name **John Jack'Gillespie** Title **Director of Business Developement**

2nd Contact Name **Mike Woolridge** Title **Branch Manager**

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

1 Supervisors, who will be onsite **1-2** days per week;
1-5 Technical personnel, who will be onsite **1-5** days per **month**; and
2 Laborers, who will be onsite **2** days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes* **X** *No* ___ *If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: **Joshua Boucher**

Position / Certifications: **Irrigation Manager**

Duties / Responsibilities: **Manages Irrigation team and assists the horticulter/spray teams.**

% of Time to Be Dedicated to This Project: **5-10** %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: **Aviana Resort/ Kissimmee**

Contact: **Scott Pollock** Contact Phone: **407-846-6323 Ext. 55026**

Project Type/Description: **General Maintenance, fertilization, pest control, weed control, agronomy, irrigation, tree trimming, mulch services, design and enhancement.**

Name	Years Experience	Position/Certifications	Duties and Responsibilities
Joshua Feagin	15	Branch Manager 1. Best Management Practices Certification 2. Duval Safety Certification and Trainer	In charge of operations in Orlando area. Scheduling, P and L, logistics, crew management, safety, execution and customer relations.
Joshua Boucher	10	Irrigation Manager 1. Best Management Practices Certification 2. Contractors License 3. Spray License 4. Fertilization License 5. Competency Certification	Oversees the irrigation department and technicians. Training, repairs, service calls, safety training, and managing the irrigation crews.
Danny Trujillo	15	Account Manager 1. Best Management Practices Certification 2. Duval Safety Certificate	Specializing in crew management and customer satisfaction. Responsible for managing properties throughout the Orlando area and meeting expectations in all communities.
Jesse Casselman	10	Lead Irrigation Technician 1. Duval Safety Certificate	10 plus years experience managing irrigation systems for HOA and CDD communities.
Torre Dunham	10	Lead Spray Technician 1. Spray License 2. Fertilization License 3. Duval Safety Certification	Develops and Manages the Agronomy Program for the high priority accounts. well versed in all chemicals and application processes.
Jack Gillespie	5	Business Development Manager 1. BA in Business Administration 2. Best Management Practices Certification 3. Duval Safety Certification	Customer relations, operations planning scheduling, scheduling, and quality assurance. Has worked in every facet of the green industry and has an in depth understanding of how to get the job done

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No _x_ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

All employees are subject to the required backround checks and must have have a valid Florida Driver's License to apply. Screenings include e-verify.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

Equipment and Resources

- Work order request website (Upkeep)
- 1F-150 trucks
- 2 F-250 trucks
- 1F-550 truck (as needed)
- 1Irrigation Van
- 4 Mowers with mulch decks
- 4 Line Trimmers
- 4 Edgers
- 4 Hedge Trimmers
- 1 Fertilization machine (Z-spray)
- 4 Blowers
- 4 Backpack Sprayers

OFFICERS

PROPOSER: Duval Landscape Maintenance LLC. DATE: 6/12/2024

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Rob Bullock	President/Owner		Jacksonville, FL
Edwin Cintron	CFO		Jacksonville, FL
Mike Woolridge	Branch Manager		Orlando, FL
Jack Gillespie	Business Development Manager		Oralndo, FL
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Duval Landscape Maintenance LLC. DATE: 6/12/2024

Name	Years Experience	Position/Certifications	Duties and Responsibilities
Joshua Feagin	15	Branch Manager 1. Best Management Practices Certification 2. Duval Safety Certification and Trainer	In charge of operations in Orlando area. Scheduling, P and L, logistics, crew management, safety, execution and customer relations.
Joshua Boucher	10	Irrigation Manager 1. Best Management Practices Certification 2. Contractors License 3. Spray License 4. Fertilization License 5. Competency Certification	Oversees the irrigation department and technicians. Training, repairs, service calls, safety training, and managing the irrigation crews.
Danny Trujillo	15	Account Manager 1. Best Management Practices Certification 2. Duval Safety Certificate	Specializing in crew management and customer satisfaction. Responsible for managing properties throughout the Orlando area and meeting expectations in all communities.
Jesse Casselman	10	Lead Irrigation Technician 1. Duval Safety Certificate	10 plus years experience managing irrigation systems for HOA and CDD communities.
Torre Dunham	10	Lead Spray Technician 1. Spray License 2. Fertilization License 3. Duval Safety Certification	Develops and Manages the Agronomy Program for the high priority accounts. Well versed in all chemicals and application processes.
Jack Gillespie	5	Business Development Manager 1. BA in Business Administration 2. Best Management Practices Certification 3. Duval Safety Certification	Customer relations, operations planning scheduling, scheduling, and quality assurance. Has worked in every facet of the green industry and has an in depth understanding of how to get the job done.

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Duval Landscape Maintenance LLC. DATE: 6/12/2024

Equipment and Resources

- Work order request website (Upkeep)
- 1 F-150 trucks
- 2 F-250 trucks
- 1 F-550 truck (as needed)
- 1 Irrigation Van
- 4 Mowers with mulch decks
- 4 Line Trimmers
- 4 Edgers
- 4 Hedge Trimmers
- 1 Fertilization machine (Z-spray)
- 4 Blowers
- 4 Backpack Sprayers

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
  Yes x *No* ___
  If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Sweetwater CDD

Contact: ~~Chris Hall~~ Jerry Lambert Contact Phone: Jerry Lambert- 248-807-2763

Project Type/Description: General Maintenance, fertilization, pest control, weed control, agronomy, irrigation, tree trimming, mulch services, desing and enhancement.

Dollar Amount of Contract: $200,000

Scope of Services for Project:

General Maintenance, fertilization, pest control, weed control, agronomy, irrigation, tree trimming, mulch services, desing and enhancement.

Dates Serviced: 2021-Current

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

2023 = $7,000,000

2022 = $6,700,000

2021 = $6,500,000

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: Flagler Center/ Jacksonville, FL

Contact: Brian Baker Contact Phone: 904-686-4844

Project Type/Description: General Maintenance, fertilization, pest control, weed control, agronomy, ~~irrigation, tree trimming, mulch services, desing and enhancement.~~

Dollar Amount of Contract: $600,000

How was the project similar to this project?

Large area mowing, roadways, sidewalks, multiple entrances. The scope of services required are very similar.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

General Maintenance, fertilization, pest control, weed control, agronomy, irrigation, tree trimming, mulch services, desing and enhancement.

List of equipment used on site: Type text here Mowers, edger, string trimmers, blowers, z-spray, irrigation equipment, stump grinder, tree pruning equipement

List of subcontractors used: N/A

Is this a current contract? Yes X No

___ Duration of contract: 10+ Years

- *(Information regarding similar projects – continued)*

Project Name/Location: Cascades Homeowners Association

Contact: Ricki Ricciardelli Contact Phone: 904-254-9997

Project Type/Description: General Maintenance and Irrigation contract

Dollar Amount of Contract: $600,000

How was the project similar to this project? Large area mowing, sidewalks, roadways, retention ponds. Scope of services required are almost identical.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

General Maintenance, fertilization, pest control, weed control, agronomy, irrigation, tree trimming, mulch services, design and enhancement.

List of equipment used on site: Mowers, edgers, string trimmers, tree pruning equipment, irrigation equipemt, z spray, blowers, back pack sprayers

List of subcontractors used: N/A

Is this a current contract? Yes X No ___

Duration of contract: 2+ Years

- *(Information regarding similar projects – continued)*

Project Name/Location: Hamlin Reserve

Contact: Mark Koury Contact Phone: 321-231-0833

Project Type/Description: General Maintenance and Irrigation Contract

Dollar Amount of Contract: $180K

How was the project similar to this project?

Large area mowing, sidewalks, roadways, retention ponds. Scope of services required are almost identical.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

General Maintenance, fertilization, pest control, weed control, irrigation, tree trimming, mulch services, desing and enhancement.

List of equipment used on site: Mowers, edgers, string trimmers, tree pruning equipment, irrigation equipemt, z spray, blowers, back pack sprayers

List of subcontractors used: N/A

Is this a current contract? Yes X No ___

Duration of contract: Start date: 11/1/2023

- *(Information regarding similar projects – continued)*

Project Name/Location: Type text here

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes* X *No* _____ *For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: Hampton Lakes/ Davenport, FL

Contact: Mary Schnuerer Contact Phone: 407-403-8764

Project Type/Description: General Maintenance Contract

Dollar Amount of Contract: $600,000

Scope of Services for Project: _____

General Maintenance, fertilization, pest control, weed control, agronomy, irrigation, tree trimming, mulch services, desing and enhancement.

Dates Serviced: 1/1/2021-1/1/2022

Reason for Termination: _____

Competing companyprovided a bid $100,000 below the current contract price.

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No X*

  If yes, please describe each violation, fine, and resolution _____

  What is the Proposer's current worker compensation rating? _____

  Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No X

  If yes, please describe each incident N/A

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
  Yes ___ No X If yes, please provide:

  The names of the entities

  The state(s) where barred or suspended

  The period(s) of debarment or suspension

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

  N/A

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

  N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:*

  Identify the Case # and Tribunal: N/A

  Describe the Nature of the Action: N/A

  Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

  N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:*

_____

_____

_____

_____

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (x) If yes, please explain:*

_____

_____

_____

_____

_____

PROPOSAL FORM
PART IV - PRICING

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the "Pricing Form"). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Component A) - Mowing/Detailing	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	$110,526
TURF CARE (Component B) Bahia/St Augustine/Zoysia	355	355	355	355	355	355	355	355	355	355	355	355	$4,260
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching	308	308	308	308	308	308	308	308	308	308	308	308	$3,696
IRRIGATION MAINT. (Component D)	914	914	914	914	914	914	914	914	914	914	914	914	$10,968
ANNUAL CHANGES - (Component E.1) Per Annual Pricing: $3.50	4,285 1,200			4,285 1,200			4,285 1,200			4,285 1,200			$17,140
BED DRESSING - Estimate mulch yds (Component E.2) Per Yard Pricing: $65.00					19,500 Mulch Yds						19,500 Mulch Yds		$39,000
PALM TRIMMING 2x Per Year (Component E.3) *Per Palm Price: $55.00* Palm count: 380						#####						#####	$41,800
TOTAL FEE PER MONTH:	$15,072	$10,787	$10,787	$15,072	$30,287	$31,687	$15,072	$10,787	$10,787	$15,072	$30,287	$31,687	######
Flat Fee Schedule	$18,949	$18,949	$18,949	$18,949	$18,949	#####	$18,949	$18,949	$18,949	$18,949	$18,949	$18,949	######

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$129,450
Extra Services Annual Changes, Palm Pruning, Mulch	$97,940
TOTAL	$227,389.52

PROPOSAL FORM
SIGNATURE PAGE

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

Dated this _____ day of _____, 2024.

Proposer:_____
By:_____
Title:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

_____

Signature of Authorized Signatory of Proposer

Sworn before me on _____, 2024

_____

Notary Public Signature

_____

Notary Stamp

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: Duval Landscape Maintenance LLC.

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

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____ 2024, by and between:

WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the "**District**"), and

_____, a Florida _____, with an address of _____ ("**Contractor**").

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

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

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

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

2. CONTRACTOR OBLIGATIONS.

A. ***Scope of Services.*** Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** ("**Work**"), for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B** ("**Landscape Maintenance Area**"), both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed,

which adjustments shall not result in change in the price for the Work as reflected in Contractor's fee summary attached hereto as **Exhibit C** ("**Fee Summary**") and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

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

C. ***Manner of Contractor's Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner acceptable to the District and shall be in accordance with all applicable standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. The Contractor warrants that the Work shall be free from any defects in workmanship and Contractor agrees to a warranty for a period of one year from completion of any portion of the Work to repair any deficiencies, fixes or touch-ups needed.

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

E. ***Rain Days.*** In the event that time is lost due to heavy rains ("**Rain Days**"), Contractor agrees to reschedule its employees and divide their time accordingly to

complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

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

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

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

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

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

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

H. ***Deficiencies.*** Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars

($100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

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

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

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

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

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

N. ***Independent Contractor Status.*** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees

of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. ***Term***. The term of this Agreement shall be from August 1, 2024, to September 30, 2025 ("**Year 1**"), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. ***Compensation***. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed _____ **Dollars ($_____)** per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C.**

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

D. ***Payments by the District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were

provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

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

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. ***Insurance Required***. Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance

coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

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

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

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

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

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

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least $1,000,000 per occurrence and $1,000,000 on aggregate.

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

employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

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

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

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

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

6. INDEMNIFICATION.

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

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

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's

responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

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

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

7. MISCELLANEOUS PROVISIONS

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

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

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

D. ***Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

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

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

fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

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

A. **If to the District:** Windward Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn.: District Manager, Jason Showe

With a copy to: Latham, Luna, Eden & Beaudine
201 S. Orange Ave, Ste. 1400
Orlando, Florida 32801
Attn.: District Counsel, Jan A. Carpenter, Esq.

B. **If to Contractor:** _____
_____
_____
Attn.: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next

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

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JBURNS@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

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

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

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

E-Verify.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statues*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

R. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

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

incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[*Remainder of this page intentionally left blank*]

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

ATTEST:

WINDWARD COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____
☐ Secretary
☐ Assistant Secretary

_____

By:_____
☐ Chairperson
☐ Vice Chairperson

WITNESS:

[CONTRACTOR]

_____

By: _____
Its: _____

_____

By:_____
Its: _____

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

Exhibit A: Scope of Services

Windward CDD Landscape Maintenance Bid Instructions

Attention Bidder,

Please follow the instructions listed below for additional info on the landscape maintenance services bid for Windward CDD including the Fee summary sheet, the scope of services and the landscape map. Thank you.

Instructions and additional information:

1. Please provide a filled-out fee summary schedule (Separate Excell spreadsheet). The Components in the scope align with the components in the fee summary.
2. Please refer to provided coverage area map, and the scope for this bid.
3. The scope of services has the base level of service expected to maintain the property. Please note any additional or recommended services that go beyond the provided scope of services.
4. Please refer to the specs in the scope for turf management, irrigation maintenance and other aspects of landscape maintenance for the property. It is broken down into two main sections which are Essential Services and Extra Services.
5. Please take extra care when it comes to fertilization/pest/OTC/Drenching programs for palms. The property has many specialty palms and palms susceptible to disease and pests.
6. Please take extra care when reviewing the Irrigation maintenance specifications. Irrigation maintenance inspections being done per the scope is very important and should be priced accordingly.
7. It is expected you will use the scope, map, and existing site conditions to create your bid. This includes palm counts, irrigation zone and controller counts. The bid packet contains all the information we have to provide for this bid. If additional information is needed about plant counts, or other items regarding current site conditions, it will require bidders taking time onsite to inspect and obtain that information themselves.

Clarification:

1. Please note that while the CDD owns the entire right of way, we do NOT maintain the strip between sidewalk and curb in front of homesites. Otherwise, we do maintain landscaping in the pink areas. We do maintain all medians and between the sidewalk and curb in all areas not Infront of a home. This includes areas adjacent to ponds and CDD common areas.
2. There are approximately 380 palms. Proposers are responsible for verification.
3. The property will require approximately 300 yds twice a year, approximately 600 total yards annually. Proposers are responsible for verification.
4. Each annual rotation is approximately 1200 annuals. This has been entered into the fee summary. Proposers are responsible for verification.
5. The contract is also responsible for emptying approximately 10 dog stations on a weekly basis and restock the bags. Proposers are responsible for verification.

Windward CDD

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

General Services- Component "A"

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia, and Zoysia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed. Pond banks will not be mowed when weather conditions would cause concern that they would be damaged.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"–3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they

shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal

of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

The contract is responsible to empty and refill dog stations on property once per week. There are 10 dog stations.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period**. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly**. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.
The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program

ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
  October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July:Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

Application Requirements: Fertilization

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A

complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation. **Contractor will also include quarterly OTC injections on palms that will benefit from it such as varieties of date palms.**

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from

negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component "D" – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection should be performed during the same week(s) each month. Repairs under $500 should be carried out each month with just verbal confirmation. Anything over $500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management's discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the normal rates.

When it is not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance.
Contractor will provide a 24 hour "Emergency" number for irrigation repairs.
Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (When Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.
Beds are to remain weed – free at all times.
All declining blooms are to be removed immediately.
Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
Pre-emergent herbicides are not to be used in annual beds.
Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty
Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

Exhibit B: Landscape Maintenance Map

4876-9932-0876.5

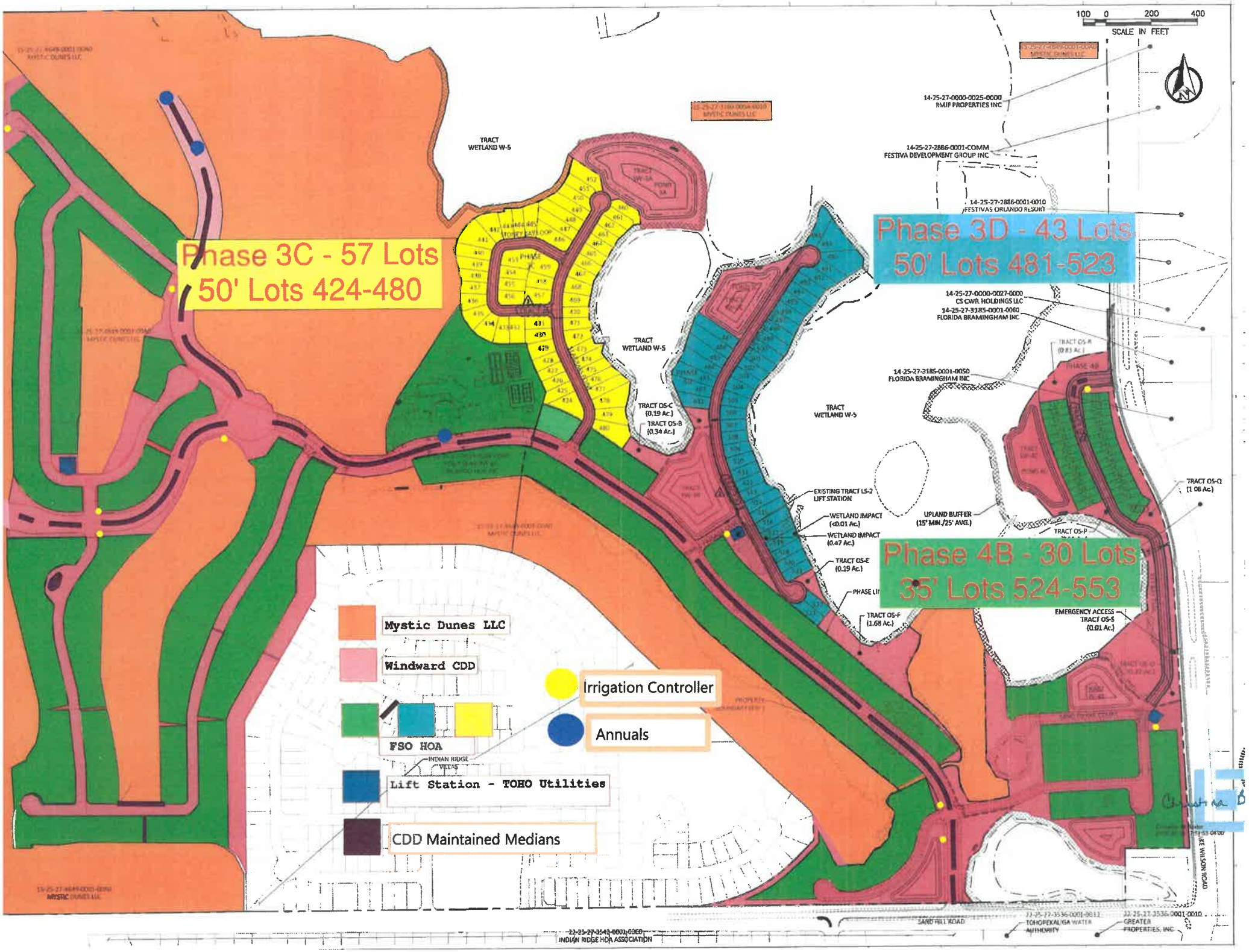

Phase 3C - 57 Lots
50' Lots 424-480
Phase 3D - 43 Lots
50' Lots 481-523
Phase 4B - 30 Lots
35' Lots 524-553
Mystic Dunes LLC
Windward CDD
FSO HOA
Lift Station - TOHO Utilities
CDD Maintained Medians
Irrigation Controller
Annuals
TRACT WETLAND W-5
TRACT OS-C (0.19 Ac.)
TRACT OS-B (0.34 Ac.)
EXISTING TRACT LS-2 LIFT STATION
WETLAND IMPACT (<0.01 Ac.)
WETLAND IMPACT (0.47 Ac.)
TRACT OS-E (0.19 Ac.)
TRACT OS-F (1.68 Ac.)
UPLAND BUFFER (15' MIN./25' AVG.)
TRACT OS-P
TRACT OS-Q (1.08 Ac.)
EMERGENCY ACCESS TRACT OS-S (0.01 Ac.)
14-25-27-0000-0025-0000 RMJF PROPERTIES INC
14-25-27-2886-0001-COMM FESTIVA DEVELOPMENT GROUP INC
14-25-27-2886-0001-0010 FESTIVAS ORLANDO RESORT
14-25-27-0000-0027-0000 CS CWR HOLDINGS LLC
14-25-27-3185-0001-0060 FLORIDA BRAMINGHAM INC
14-25-27-3185-0001-0050 FLORIDA BRAMINGHAM INC
SAND HILL ROAD
INDIAN RIDGE HOA ASSOCIATION
TOHOPEKALIGA WATER AUTHORITY
GREATER PROPERTIES, INC.
JOE WILSON ROAD
SCALE IN FEET
100 0 200 400

Exhibit C: Fee Summary

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Component A) - Mowing/Detailing	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	$110,526
TURF CARE (Component B) Bahia/St Augustine/Zoysia	355	355	355	355	355	355	355	355	355	355	355	355	$4,260
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching	308	308	308	308	308	308	308	308	308	308	308	308	$3,696
IRRIGATION MAINT. (Component D)	914	914	914	914	914	914	914	914	914	914	914	914	$10,968
ANNUAL CHANGES - (Component E.1) Per Annual Pricing: $3.50	4,285 1,200			4,285 1,200			4,285 1,200			4,285 1,200			$17,140
BED DRESSING - Estimate mulch yds (Component E.2) Per Yard Pricing: $65.00					19,500 Mulch Yds						19,500 Mulch Yds		$39,000
PALM TRIMMING 2x Per Year (Component E.3) Per Palm Price: $55.00 Palm count: 760						$$$$$						$$$$$	$41,800
TOTAL FEE PER MONTH:	$15,072	$10,787	$10,787	$15,072	$30,287	$31,687	$15,072	$10,787	$10,787	$15,072	$30,287	$31,687	$$$$$$
Flat Fee Schedule	$18,943	$18,943	$18,943	$18,943	$18,943	$$$$$	$18,943	$18,943	$18,943	$18,943	$18,943	$18,943	$$$$$$

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$129,450
Extra Services Annual Changes, Palm Pruning, Mulch	$97,940
TOTAL	$227,389.52

Exhibit D: Form of Work Authorization

WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2024 (the "**Agreement**"), by and between:

> **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida (the "**District**"), and
>
> _____, a Florida _____, with an address of _____ ("**Contractor**").

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

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

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

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

ATTEST:

_____

By: _____
☐ Secretary
☐ Assistant Secretary

WINDWARD COMMUNITY DEVELOPMENT DISTRICT

_____

By:_____
☐ Chairperson
☐ Vice Chairperson

[CONTRACTOR]

_____

By:_____
Its: _____

Exhibit A Proposal for Additional Services

SECTION C.

Landscape Maintenance Proposal

Windward CDD

June 2024

floralawn

Expert Care and Service

The name Floralawn is synonymous with expert care and service when it comes to properties across Central Florida. Whether it's your family's personal backyard oasis or a private University with thousands of students, landscapes enhance the way we live, work, and play. Unparalleled industry knowledge coupled with the friendly service of a small operation delivers a package that leaves our clients with a beautiful, well-maintained landscape that attracts people, adds to their property value, and contributes to their success.

History

Floralawn was founded in 1993 by Rob Averitt and Rich McDonald. This partnership was created out of the desire to build a company that customers would find easy to work with, cost effective, and above all—deliver the utmost quality. Through sales, acquisitions, and a customer retention rate of over 95%, Floralawn has always put the needs of the customer first. In April 2010, Floralawn acquired Polk Pump & Irrigation, which added the final dimension to the phrase "Total Property Maintenance."

Vision

Floralawn's vision is to be the most preferred landscape maintenance provider in Florida to the association, commercial, and residential markets, thus providing a profitable return. Additionally, Floralawn strives to create a stable yet scalable enriching atmosphere and culture for our employees and customers through a sense of servant-like service.

Who We are Today

Expansion during a time of sluggish economic activity has always been possible due to Floralawn's financial strength and its commitment to never turning away from the company's core vision. Floralawn has since become one of Central Florida's most trusted landscape maintenance companies and enjoys a diversity of services available to our clients that no other company can match. Floralawn is a proud member of both the Lakeland and Winter Haven Chambers of Commerce and is highly involved with the Community Association Institute.

floralawn
Premier Lawn & Pest

Our Approach

Being proactive is paramount when maintaining any property or community. We understand that no two properties are alike; each has different needs and demands that must be treated uniquely. Our employees are diligently trained to treat each property as their own and realize that one size does not fit all.

Services

Many of Central Florida's most breathtaking homes rely on Floralawn to maintain their landscape. With unique services that meet the needs of individual homeowners, they receive special attention that giant landscape maintenance providers cannot offer. Additionally, Floralawn can easily cater to larger HOA clients; we routinely maintain stunning entryways, challenging common areas, complex irrigation systems, pond beautification features, and problematic pump systems to increase curb appeal and appease even the most finicky homeowner. Filling such an all-encompassing niche gives clients peace of mind knowing a partnership with Floralawn will benefit them for years to come.

Knowledge

With constant training and continuing education of each staff member, we pride ourselves on the ability to be an expert source of knowledge in all aspects of property maintenance. Our team of professionals are recognized as experts in their respective fields, covering everything from sustainable landscape to the latest irrigation technology. This expert knowledge not only helps us excel in the landscape arena, but is also valuable in educating our clientele.

Our Location

734 S. Combee Rd • Lakeland, FL 33801

We are located just south of I-4, Central Florida's major artery. This provides quick and easy access for Floralawn to service customers with a level of response that has allowed us to retain over 95% of our customer base since 1993.

Since 2010, Floralawn has kept a working warehouse stocked with pump and irrigation supplies that we use to service our clients. This warehouse also provides a source of "walk-in" business for the do-it-yourselfers.

Meet the Team

Rob Averitt

President

Rob attended the University of South Florida, where he received his degree in Business Administration. Through hard work, dedication, and steadfast faith, Rob and his best friend Rich turned Floralawn from a dream into the industry leader that it is today. Rob holds Certified Pest Control Operator's licenses in both Turf & Ornamentals and General Household Pest Control. He leads his company by example and always puts the customer first.

Rich Medlong

Fert & Pest Manager

Rich started in the horticulture industry in 1995 as a humble service technician for a large pest control company. During his 18 year stretch in the industry, Rich has been able to gain extensive knowledge in both commercial and residential applications. Rich not only started out as a service technician, but has managed large horticulture companies.

Brad Thompson

Solivita Branch Manager

Brad has over 20 years of experience in the landscape industry, ranging from major landscape installations to managing large-scale commercial accounts. Brad's knowledge of landscape and maintenance shines due to his extensive experience in Central Florida. Being an industry expert, Brad is utilized as a source of knowledge for every aspect of landscape maintenance. He is also certified in Rainbird's Maxicom 2-wire systems.

Russ Prophit

Irrigation Manager

Russel is a second-generation green industry professional with over 4 decades of experience in the irrigation and landscape industry. His experience in all phases of the industry from design, installation, service, consulting and training, Russel provides a level of expertise which is hard to match by most firms in this industry.

Kevin Smith

Account Manager

Kevin Smith is a Florida native who came to Floralawn with extensive experience in the pest control industry. Beginning as a spray tech in a Lakeland pest control company, he worked his way up to manager, a position he held for 14 years. He now enjoys delivering attentive, comprehensive service to the diverse Floralawn properties under his care.

Capabilities

Floralawn's unique place in the industry, with a bevy of expert services available under one roof, defines the term "Total Property Maintenance." Although we frequently supply these solutions a la carte, we specialize in being able to package these solutions together to make Floralawn your one and only phone call. On any given property, we can combine landscape maintenance, fertilization, indoor & outdoor pest control, landscape design, and irrigation – providing a complete suite of services for one affordable price. Our clients are able to reduce their overall expenses by procuring these services from one provider.

Landscape Management

Whether it's brand-new turf and plantings or the look your property has had for years, it's important to protect your investment. Central Florida is a hotbed of potential threats to your landscape and Floralawn is expertly trained and equipped to keep it looking beautiful. Quality inspections and cutting-edge preventative products provide a proactive approach to stop problems before they start, which saves you time and money.

Fertilization

Proper fertilization is second only to adequate irrigation, when it comes to the health of your landscape. A thick, lush, green lawn is not only beautiful, but also the best defense against the full spectrum of diseases, insects, and weeds. Our expert knowledge and experience can keep it looking its best year-round.

Pest Control

When combined with proper fertilization, a proactive pest control program is the best solution possible. Aggressively preventing major infestations will keep your landscape looking its best. Our Integrated Pest Management Professionals can help maximize the beauty, health, and lifespan of your trees, shrubs, and turf.

Enhancements & Beautification

From replenishing beds with fresh mulch and annuals to a complete landscape design overhaul, Floralawn's Horticultural team of Landscape Designers and Installers can make any building pop with instant added curb appeal. Your property is our canvas, and we take the time and effort to help each client combine their vision with a self-sustaining landscape and Florida-friendly plants wherever possible. With over 15 years of exceeding our clients expectations, you can rest assured that large or small, the job will be done neatly, efficiently, and correctly—the first time, every time.

Water Management

Droughts, high water bills, new regulations, violation penalties… Water Management is a hot topic in Florida nowadays. Water is a limited resource and using it wisely is even more imperative now. Proper Water Management goes far beyond merely “fixing sprinklers.”

Irrigation

Water plays the most vital role in the overall appearance and health of plantings on your property. Making sure enough water is being applied is just as crucial as making sure you aren’t running money down the drain. The experts at Floralawn understand that your irrigation system is the main artery that feeds the living, breathing organism known as your landscape.

Pumps & Wells

Since 1958, we have been the “go-to” pump and irrigation company in Polk County and surrounding areas because of our specialty in servicing and maintaining today’s complicated pump systems. Having over 53 years of experience, we enjoy the lasting relationship built not only by providing expert service, but also by being a source of knowledge for our customers.

Indoor Pest Control

Floralawn’s Indoor Pest Control Division couples cutting-edge products and equipment with the industry’s leading Integrated Pest Management techniques to provide our customers with what’s known as Preventative Pest Control. Our knowledgeable team of Pest Technicians are able to keep homes and businesses pest-free without the use of harsh chemicals inside the buildings. Our non-detectable insecticide products create an invisible barrier around the perimeter, keeping the outside of your structure pest-free year round.

Extra Services

Deep Root Shrub Feeding

Bush-hogging

pH Correction

Antibiotic Palm Tree Injections

Low-Volume Irrigation

Property Clean-Up

Pond Fountains

Turf Painting

Landscape Lighting

French Drains

Pressure Washing

Flea Control

Customer Service & Support

Floralawn specializes in large communities with unique challenges. We've developed custom support systems and integrated ways to directly connect with residents. We're big enough to serve you, yet small enough to know you.

Dedicated Phone Number

Feel confident that when you call Floralawn, we'll pick up the phone. In addition to online support, we will always accomodate our clients by having dedicated phone number just for helping our clients.

Resident-Focused Support

Whether tending to residents' landscaping or to their communications, Floralawn team members strive to provide attentive care and exceptional service. We know that in this business, quality performance and responsive customer support result in happy people. Our work-order interface provides residents with an easy-to-use system in which they are heard, acknowledged, and responded to.

24/7 Emergency Services

We care about the properties we manage and the people who inhabit them. When the unforseen happens, we'll be there when you need us. Call our dedicated number for 24/7 support.

Work Order System

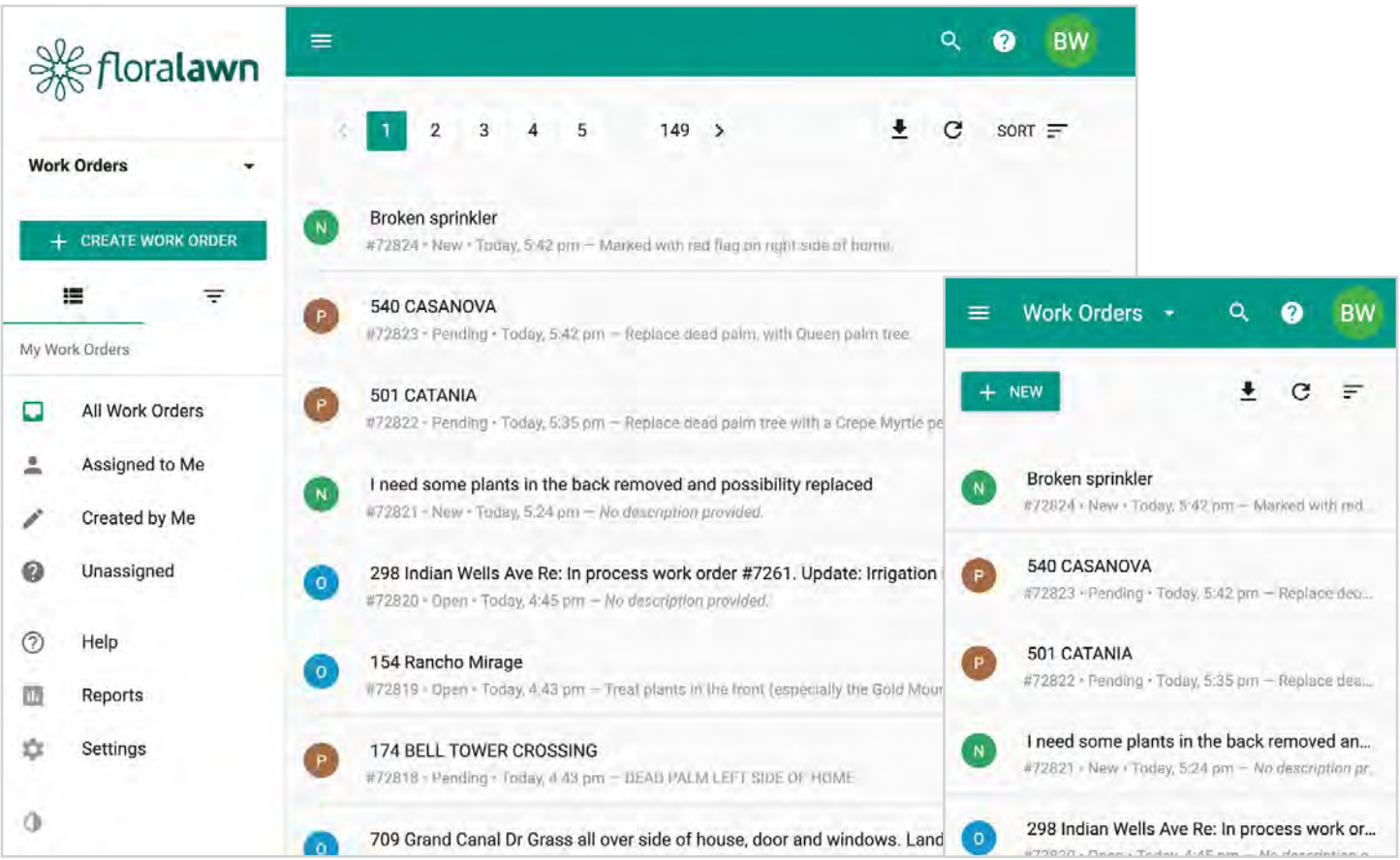
Utilize our online work order system to create and track work orders for your property. Managers and residents can easily create an account and get started right away.

On-Site Management

We understand that for many residents, speaking in person with a manager is preferable to discussing an issue via email or phone. For this reason, a manager always accompanies Floralawn crews and is available on-site for communication and problem-solving.

Work Orders

When we first opened the doors, our work order system mergly consisted of pen and paper. Over the years we've evolved into an online work order system capable of handling support tickets directly from the residents themselves.



Resident Accounts

Depending on factors, residents can create an account and manage their work orders from start to finish.

Communication

Our team members stay in constant communication through work order status updates and direct messages.

Trackable Results

Our portal-based work-order system provides an easy way for residents to inform Floralawn about issues that need to be addressed. This system provides trackable progress and detailed reporting.

Resident Training

We provide regular training sessions with residents on how to use the work order system.

Your Community

Your Community

Floralawn has the capabilities to address every present need and demand in your development. Irrigation management is paramount in any successful landscape, and when coupled with proper maintenance, fertilization, and pest control practices, plants and turf can reach their full potential. Increasing curb appeal is always our top priority and end goal. Returning your landscape to its intended condition will be achieved through restorative and proactive key processes in your development.

Community Curb Appeal

Curb appeal is important for maintaining property value and resident retention. Floralawn can help increase the success of your curb appeal by adding cost-efficient annual flowers in highly visible areas. These plantings can be rotated throughout the year to accompany the changing seasons and to facilitate a dynamic color palette all year long. Floralawn staffs an expert Landscape Designer that can assist with proper plant selections that would best suit location and soil conditions when the time arises to replace or enhance your landscape. We would also focus a tremendous amount of effort into restoring the vigor of the grass and turf already present on the property, creating an instant result at no extra cost to the Association.

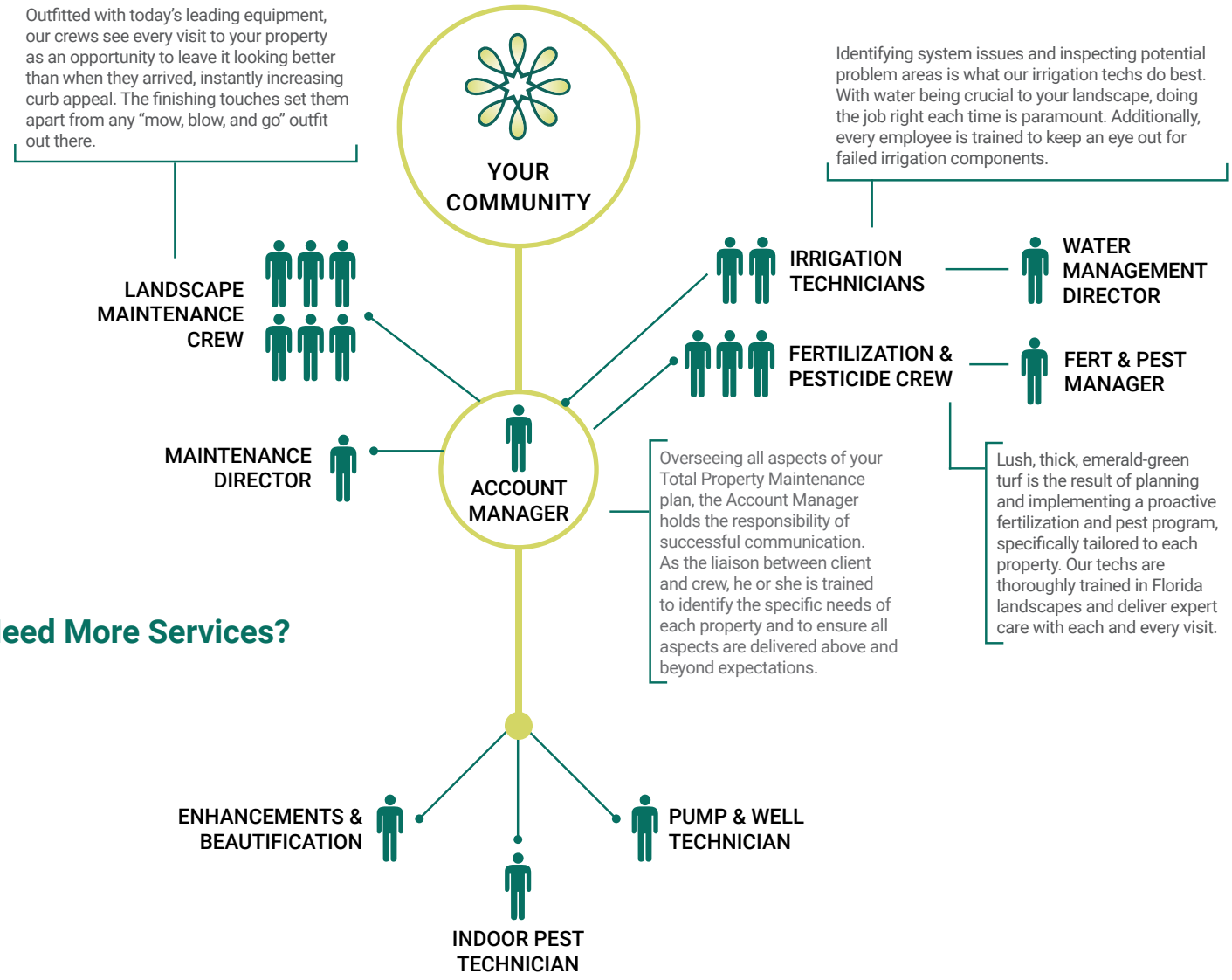
Communication

Floralawn understands that communication does not end at the contract's scope and terms; rather, this is where it begins. When dialog is established between Floralawn and your community, being proactive becomes second nature. Open, unfettered communication is a crucial element for any successful relationship in the landscape industry, especially in a day and age of so many regulations, rules, and complex systems.

Personnel Structure

Every Employee at Floralawn understands that each property is unique and demands their full attention each time they step foot on it. This understanding is essential to the success of your property, and every day we strive to make your property look its absolute best. Instilling this "ownership" of our clients' properties in each individual employee is how we start our Customer Service Experience.

What To Expect From Floralawn



Need More Services?

Total Property Maintenance involves many moving parts, and your Account Manager serves as the central cog in the machine, ensuring your total satisfaction. Detailed quality assurance checks from the Account Manager means that your property is always under a watchful eye. Should you ever have a question or concern, one phone call is all it takes.

Bellalago

Details

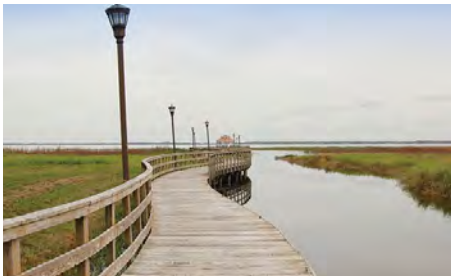
Type	Master-Planned
Location	Kissimmee, FL
Turf	6 Million Sq Ft
Landscape Beds	500K Sq Ft
Roadway Edging	400K Ln Ft

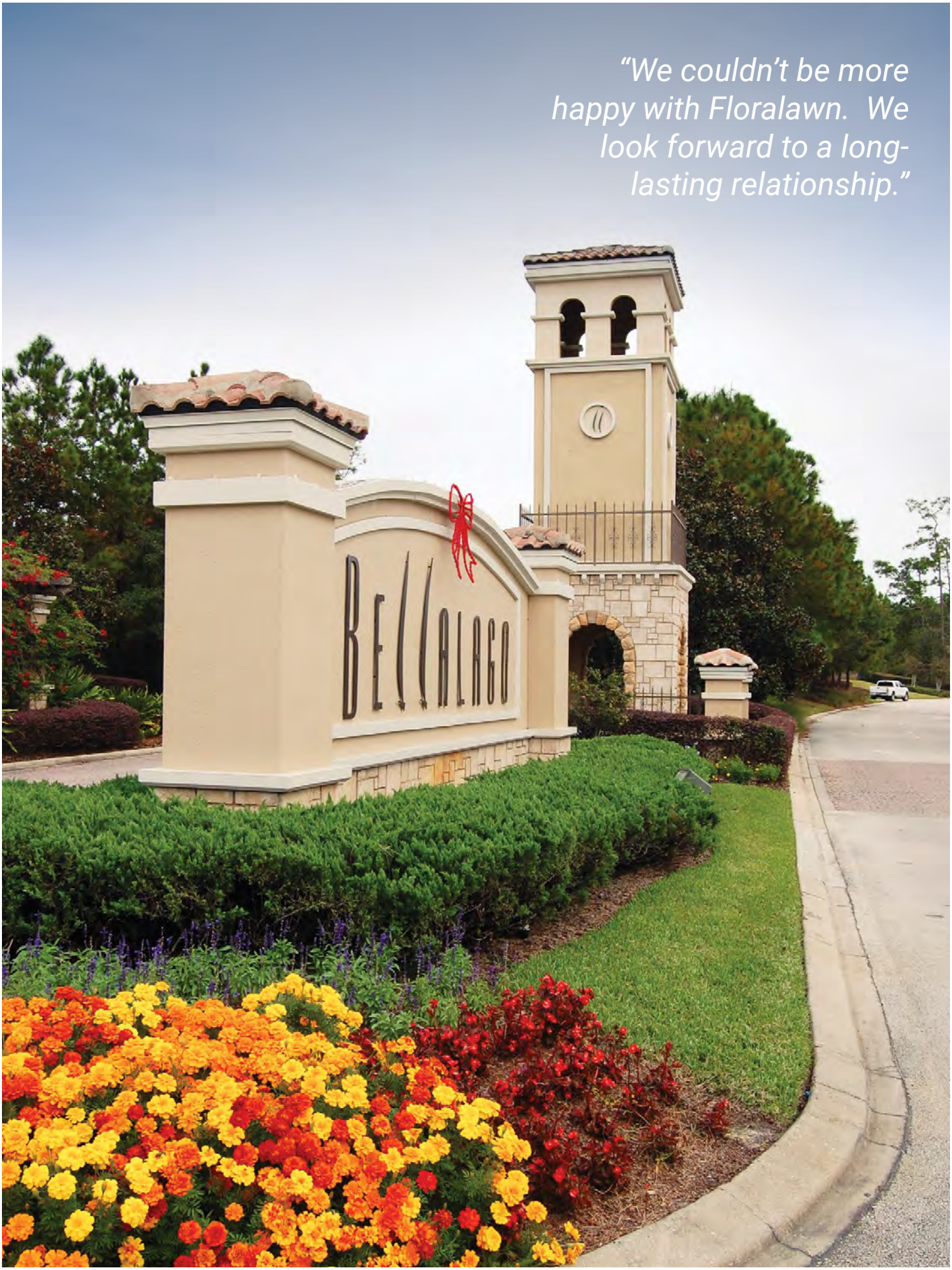
Contact

Peter MacGregor	678-778-0490
Board Treasurer	

Overview

Bellalago is a massive master-planned community located on coveted Lake Toho that has more than 1200 homes, over 4 miles of roadways, 2 amenity centers, 4 entrances, and over 30 lakes. This community boasts long stretches of road enveloped with mature landscaping and plush turf. Bellalago's amenities is something to be expected from a 5-star resort and is fully equipped with active staff. The amenity center is nestled in front of a serene view of Lake Toho that sport it's own boat access. Residents have the priveledge of walking the curvy dock to enjoy the quietness that a large lake brings. Bellalago is one of Kissimmee's largest community developments and is a much sought-after place to live.





"We couldn't be more happy with Floralawn. We look forward to a long-lasting relationship."

SummerGlen

Details

Start Date	2019
Type	Master-Planned
Location	Ocala, FL
Townhomes	40
Turf (Common)	500,000 Sq Ft
Homes	950 Built

Contact

Leland Management	352-245-0432
Ed Stein	352-553-2433

Overview

Pleasing a Property Manager, multiple builders, and over 1,500 residents consistently is a daily task at SummerGlen. Named one of Where To Retire Magazine's 50 Best Master-Planned Communities four consecutive times, SummerGlen expects and receives the highest quality care and professional service from their landscape service provider. Floralawn works closely with the Property Management staff to create detailed scheduling for all landscape events, from daily mowing to routine fertilization and pest control treatments. Consistency is paramount when maintaining a property of this size and caliber, and SummerGlen has been proud to partner with Floralawn for their needs for over three years. Floralawn was a contractor from 2009 - 2016. In 2019, Summerglen re-hired Floralawn for all its landscape needs.

"After having Floralawn for almost 10 years, we forgot what it was like not to have them."

Oakbridge

Details

Start Date	2009
Type	Master-Planned
Location	Lakeland, FL
Sidewalk	9.6 Miles
Roadway	4 Miles
Turf	755,000 Sq Ft

Contact

Steve Allen (863) 686-3700
Property Manager

Overview

As the gateway to five distinct high-end communities in one of the fastest growing areas of Lakeland, Oakbridge at The Grasslands stands as a picturesque winding road enveloped by the landscape of plush green grass and sprawling majestic oaks. Pops of bright color explode throughout the median in the forms of beautifully blooming tabebuia and crepe myrtle trees. Floralawn has risen to the challenge of maintaining such a diverse landscape, not to mention keeping nearly 10 full miles of hardscaping edged cleanly. Nearby shopping, multiple lakes, a walking trail, and exercise stations bring a lot of foot traffic through Oakbridge, and Floralawn understands that it's putting effort into the smallest details of the landscape that make this property shine.

"Overall the turf fertility, weed control, pruning, and shaping increases the property's appearance."

Christina Hammock

Details

Start Date	2001
Type	Master-Planned
Location	Lakeland, FL

Contact

Jon Gross 201-835-2162
Self-Managed Property
Grounds & Maintenance
Committee Chairman

Overview

For over 10 years, Floralawn has maintained the common areas and houses within Christina Hammock, helping it grow from the initial three houses into the sprawling 85 homesite community it is today. Many residents know our crew leaders and management staff by name, and all have peace of mind knowing our professional team will consistently maintain well-manicured lawns and shrubs, lush turf that is free of pests and weeds, and properly working irrigation. Residents also enjoy the extra touches, such as the seasonal flash of flair that Floralawn adds by installing fresh annuals in the clubhouse's flower beds for the holidays.

Arlington Ridge

Details

Start Date	2015
Type	CDD
Location	Leesburg, FL

Contact

Terry Schnell	(404) 431-0028
CDD President	

Overview

Arlington Ridge homes are being built by FLC, one of Central Florida's most respected homebuilders and winner of national awards for building the best Florida over 55 communities. All of us at FLC have one goal: to create a truly excellent way of life for our customers to enjoy at our independent senior communities.Located in an uncrowded setting in the heart of Central Florida's beautiful Lakes region, Arlington Ridge retirement living is less than an hour from Orlando's resort attractions, dining & entertainment, and international airport.

Qualified to Serve You

Insurance

We carry full coverage. Should an accident or damaging event occur, our liability and workers comp insurance affords complete protection to clients, residents, and our own staff. We keep our insurance updated and current for everyone's security and peace of mind.

Type	Policy #	Expiration	Insurer	Limits
Commercial General Liability	21UENOL4446	09/19/2024	Twin City Fire Insurance	$2,000,000
Automobile Liability	21UENOL4791	09/19/2024	The Hartford #916	$1,000,000
Umbrella Liability	21HHUSR2G4R	09/19/2024	Hartford Casualty Ins Co	$3,000,000
Leased Equipment	MZ193091427	09/19/2024	United Fire & Casualty	$100,000

Licensure

All Floralawn team members are licensed by the state they are working in for their tasks and responsibilities. These may include consulting, design work, planning, landscaping, fertilizing, pest control, aquatic controls, and irrigation. Licensing ensures knowledge of and compliance with state regulations in all aspects of landscape management.

Type	License #	Expiration	Issued By
Business Tax Receipt	118675	09/30/2024	Polk County
Agriculture Products Dealer	69915-6	06/11/2024	State of Florida Dept of Agriculture
Pest Control Operator	JF138494	06/01/2024	State of Florida Dept of Agriculture

Certifications

In addition to being licensed and insured, team members also hold individual certifications in their particular areas of specialty. Certifications demonstrate mastery in a field that enables team members to provide exceptional service.

Type	Reference #	Issued	Qualifier
Stormwater Management Inspector	16795	08/08/2007	FL Dept of Environmental Protection
Maxicom Software	N/A	09/14/2012	Rain Bird
Best Management Practices	13188, 9797, 8588	2010 - 2011	FL Dept of Environmental Protection
Irrigation Contractor License	CSIR0123	04/12/2018	Polk County Building Division
Certified Specialty Contractor	SCC 131153009	09/11/2023	FL Dept of Business and Pro. Reg.
Certified Irrigation Designer - Residential	004041	11/05/2006	The Irrigation Association
Certified Irrigation Designer - Commercial	004041	01/10/2006	The Irrigation Association
Certified Irrigation Contractor	004041	01/10/2006	The Irrigation Association
Certified Landscape Irrigation Auditor	40183	11/12/2004	The Irrigation Association
Certified Landscape Water Manager	004041	12/09/2007	The Irrigation Association
Landscape Irrigation Design	N/A	11/08/1985	College of Irrigation Knowledge

What Our Clients Say

I have had the pleasure of working with Floralawn in general for the past 3 years and more specifically at an on-site property for the past year. I have found Floralawn to be professional, courteous, and responsive. They have provided excellent service in their work and more importantly have been very responsive to the needs of the residents.

Matt Davidson
Senior Licensed Association Manager
Leland Management

Floralawn has provided outstanding landscaping services to our community for over 10 years. They have been an excellent partner. The staff on site are courteous and professional. They demonstrate high levels of concern for our property and have taken ownership in delivering great products and services.

Gary Gulino
President
2020 SummerGlen Board of Directors

A couple years ago, a group of residents took up a collection to throw a luncheon for the workers. There was such a large outpouring that it not only afforded a nice lunch but a significant gift to each of the ahrdworking workers. I believe that was a testament of the community support for Floralawn.

H. Donovan Brown PhD
Landscape Committee
Solivita

Floralawn has applied their landscape practices & knowledge to solving landscaping issues within my two current associations with fantastic results. Floralawn has a high respect for “customer service” such as; when issues arise they are dealt with quality and in a timely manner, taking on extra projects that are not contracted and submitting weekly reports to all property managers in a timely manner explaining the work performed in a clear and concise form.

Kraig Carmickle
Past CEO
Evergreen Lifestyles Management

I have had the pleasure to have Rob Averitt and Floralawn, Inc. work for our companies for over 15 years now. Through that time, they have done our irrigation work, our landscaping work, and most important, our property landscape management work.

I am often hesitant to recommend sub-contractors and vendors, but I would not only recommend Rob’s company, but I would also recommend him personally. They are a top-tier company who do things the right way. That comes from the top and it is a pleasure to be associated with companies that do business that way.

Robert J. Salzman
Principle
FLC Companies

734 South Combee Road
Lakeland, FL 33801

863-668-0494 – Phone
863-668-0495 – Fax

www.floralawn.com

Windward CDD

We appreciate the opportunity to serve the Community Development District of Windward. Floralawn will continue to work with GMS and if selected, with the Windward District, to ensure a complete and professional product. Our company's commitment and approach to servicing your community and the district will remain, with a focus on quality, safety and clear communication. Floralawn is a company, that is a true partner, that follows through on our word and promise of caring for the community as if it was our own. Floralawn can and will adjust our approach when necessary to meet the needs of the district and the community. Again, thank you for the opportunity to serve.

Sincerely,

Bryan Boyett
VP of Sales/Business Development | Floralawn, Inc.
bryan.boyett@floralawn.com

III. EVALUATION CRITERIA

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel & Equipment **(20 Points Possible) (_____ Points Awarded)**

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience **(20 Points Possible) (_____ Points Awarded)**

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP **(15 Points Possible) (_____ Points Awarded)**

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity **(5 Points Possible) (_____ Points Awarded)**

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price **(25 Points Possible) (_____ Points Awarded)**

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 – 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount

based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). (210,000/265,000) x 25 = 19.81, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). (210,000/425,000) x 25 = 12.35, therefore, Contractor "C" will receive 12.35 of 25 points.

6. <u>Reasonableness of ALL Numbers</u> (15 Points Possible) (_____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6, as well as unit costs from the additional schedules.

<u>Proposer's Total Score</u> (100 Points Possible) (_____ Points Awarded)

<u>Additional Information Regarding Evaluation</u>

Once proposals are received, the District's Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on June 19, 2024, at 1:00 p.m., but the District reserves the right to reschedule any such meeting.

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Polk

Before me, the undersigned authority, appeared the affiant, Melissa Johnson and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Office Manager for Floralawn ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No._____ dated _____

Addendum No._____ dated _____

Addendum No._____ dated _____

Addendum No._____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 6th day of June, 2024.

Proposer: [signature]
By: Cory Somerlot
Title: Estimator/Business developer

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 6th day of June, 2024, by Cory Somerlot of Floralawn Inc, who is ☑ personally known to me or ☐ who has produced N/A as identification, and ☐ did or ☐ did not take the oath.

Melissa Carole Johnson
Notary Public, State of Florida
Print Name: Melissa Carole Johnson
Commission No.: HH 02317
My Commission Expires: 07/23/2024

Notary Public State of Florida
Melissa Carole Johnson
My Commission HH 023179
Expires 07/23/2024

V. PROPOSAL FORMS

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before June 12, 2024 at 11:00am (EST)

TO: Windward Community Development District

FROM: Floralawn Inc.
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Windward Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

Windward Community Development District Landscape Fee Summary

Contractor: Floralawn Inc.
Address: 734 S. Combee Rd.
Phone: 863-668-0494
Fax: 863-668-4095
Contact: Bryan Boyett
Email: bryan.boyett@floralaw.com

Property: Windward CDD
Address: 219 E. Livingston St.
Orlando, Florida, 32801
Phone:
Contact:
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A) - Mowing/Detailing	6,195	6,195	6,195	6,195	6,195	6,195	6,195	6,195	6,195	6,195	6,195	6,195	$74,340
TURF CARE (Component B) Bahia/St Augustine/Zoysia	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	$36,000
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching	202	202	202	202	202	202	202	202	202	202	202	202	$2,424
IRRIGATION MAINT. (Component D)	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	$28,800
ANNUAL CHANGES - (Component E.1)	3,000			3,000			3,000			3,000			$12,000
Per Annual Pricing:	1,200			1,200			1,200			1,200			
BED DRESSING - Estimate mulch yds (Component E.2)					9,735						9,735		$19,470
Per Yard Pricing:55					177						177		
PALM TRIMMING 2x Per Year (Component E.3) *Per Palm Price: $60*	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	$45,600
Palm counts:380													
TOTAL FEE PER MONTH:	$18,597	$15,597	$15,597	$18,597	$25,332	$15,597	$18,597	$15,597	$15,597	$18,597	$25,332	$15,597	$218,634
Flat Fee Schedule	$18,220	$18,220	$18,220	$18,220	$18,220	$18,220	$18,220	$18,220	$18,220	$18,220	$18,220	$18,220	$218,634

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$141,564
Extra Services Annual Changes, Palm Pruning, Mulch	$77,070
TOTAL	$218,634.00

Initials_____ _____

734 South Combee Road
Lakeland, FL 33801

863-668-0494 – Phone
863-668-0495 – Fax

www.floralawn.com

Windward CDD

Date June 6, 2024
Proposal valid for 60 days

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

Additional Services

Enhancements and additional services are available on an a la carte basis. These include mulching options, seasonal plant selections, turf upgrades, and special treatments.

Service	Qty	Price	Total
Dog Stations	10	$50	$26,004
Palm Injections	8	$90	$2,880
Annuals	4" plants	$2.50	$12,000

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, Bryan Boyett REPRESENTING Floralawn Inc.
Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/specifications at the following prices:

I. Contract Proposal Amount: $ 218,634.00
(Please provide an average of all five years of pricing)

Annual Total, Year 1: $ 218,634.00

Annual Total, Year 2: $ 231,948.81

Annual Total, Year 3: $ 238,907.27

Annual Total, Year 4: $ 246,074.48

Annual Total, Year 5: $ 253,456.71

II. Proposer Information

NAME OF PROPOSER: Floralawn Inc.

ADDRESS: 734 S. Combee Rd.

PHONE: 863-668-0494 FAX: 863-669-4095

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: 06-06-2024

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Floralawn Inc.

Street Address 734 S. Combee Rd.

P. O. Box (if any) _____

City Lakeland State FL Zip Code 33801

Telephone 863-668-0494 Fax no. 863-669-4095

1st Contact Name Bryan Boyett Title VP Of Sales

2nd Contact Name Rich Medlong Title VP Of Opps.

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: Corporation
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? FL Date 06-06-2024

Is the Proposer in good standing with that State? Yes x No ___

If no, please explain _____

_____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes x No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	$ 1,000,000
Automobile Liability	$ 2,000,000
Workers Compensation	$ 1,000,000
Expiration Date	9-19-2024

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Business, Horticultural, Irrigation and FDACS. We are in good standing.

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 734 S. Combee Rd.

P. O. Box (if any) _____

City Lakeland State FL Zip Code 33801

Telephone 863-668-0494 Fax no. 863-668-4095

1st Contact Name Bryan Boyett Title VP Of Sales

2nd Contact Name Rich Medlong Title VP Of Opps.

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

1 Supervisors, who will be onsite 2 days per week;
1 Technical personnel, who will be onsite 2 days per wk ; and
5 Laborers, who will be onsite 2 days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes X No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: Austin Hicks

Position / Certifications: Horticultural Manager Certified Pest Control.

Duties / Responsibilities: Managing fertilization, pesticide and weed control.

% of Time to Be Dedicated to This Project: 100 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: NA

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes* x *No* ___ *For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Florida Green

Street Address 6635 Old Hwy 37

P. O. Box (if any) _____

City Lakeland State FL Zip Code 33811

Telephone 863-513-7251 Fax no. _____

1st Contact Name Mike Gielo Title Owner

2nd Contact Name NA Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*
  A background check is performed on all of our employees. This is performed by Advanced Testing Solutions.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

One Mitsubishi Fuso lawn truck
Various types of zero turn mowers
Weed eaters
Edgers
Blowers
Trimmers
Ect...

OFFICERS

PROPOSER: Floralwn Inc.

DATE: 06-06-2024

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Casey Hallman	Account Manager		Lakeland, FL
Kevin Smith	Lakeland Branch Mgr.		Lakeland, FL
Rich Medlomg	VP Of Opps.		Lakeland, FL
Rob Averitt	Owner		Lakeland, FL
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Floralawn Inc.

DATE: 06-06-2024

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Casey hallman	Acct. Mgr.	Managing account	Lakeland	2 days per week	5 years	15+ years
Jose Calderon	Production Mgr.	Job Production	Lakeland	2 days per week	20+ years	20+ years

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Floralawn Inc.

DATE: 06-06-2024

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
1	Mitsubishi lawn truck	2 Windward Cdd	Lakeland, FL
3	Edgers	2 Windward Cdd	Lakeland, FL
3	Weed eaters	2 Windward Cdd	Lakeland, FL
3	Blowers	2 Windward Cdd	Lakeland, FL
3	Trimmers	2 Windward Cdd	Lakeland, FL
3	Zero turn mowers	2 Windward Cdd	Lakeland, Fl

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
  Yes x *No* ___
  If yes, please provide the following information for each project (attach additional sheets if necessary):

  Project Name/Location: Championsgate HOA

  Contact: Nina Morales Contact Phone: 520-310-7350

  Project Type/Description: HOA

  Dollar Amount of Contract: 1,800,000

  Scope of Services for Project: All inclusive community.

  Dates Serviced: Monday-Friday

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

  2023 = 23,000,000

  2022 = 22,000,000

  2021 = 20,000,000

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

  Project Name/Location: Poinciana Cdd

  Contact: Clayton Smith Contact Phone: 407-201-1514

  Project Type/Description: CDD

  Dollar Amount of Contract: 152,426.35

  How was the project similar to this project? Similar size and scope.

  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, fertilization, insect control,

weed control, irrigation and trimming.

List of equipment used on site: One Mitsubishi Fuso lawn truck, mowers , edgers, weed eaters, blowers, spray trucks and spreaders.

List of subcontractors used: Southeast Spread and Florida Green.

Is this a current contract? Yes x No ___

Duration of contract: 3 years.

- *(Information regarding similar projects – continued)*

Project Name/Location: Bella Lago

Contact: Kristina Inkrott Contact Phone: 407-644-0010

Project Type/Description: HOA

Dollar Amount of Contract: $857,256.00

How was the project similar to this project? Similar scope of service.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, fertilization, insect control, weed control, irrigation and trimming.

List of equipment used on site: One Mitsubishi Fuso lawn truck, mowers , edgers, weed eaters, blowers, spray trucks and spreaders.

List of subcontractors used: Southeast Spread and Florida Green.

Is this a current contract? Yes x No ___

Duration of contract: 3 years.

- *(Information regarding similar projects – continued)*

Project Name/Location: Stoneybrook South CDD

Contact: Allen Scheerer Contact Phone: 407-398-2890

Project Type/Description: CDD

Dollar Amount of Contract: $455,122

How was the project similar to this project? Similar scope of service.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, fertilization, insect control, weed control, irrigation and trimming.

List of equipment used on site: One Mitsubishi Fuso lawn truck, mowers , edgers, weed eaters, blowers, spray trucks and spreaders.

List of subcontractors used: Southeast Spread and Florida Green.

Is this a current contract? Yes x No ___

Duration of contract: 1 year.

- *(Information regarding similar projects – continued)*

Project Name/Location: Heritage Hills HOA

Contact: Olivia Arlequin Contact Phone: 352-432-2155

Project Type/Description: HOA

Dollar Amount of Contract: $1,531,538.76

How was the project similar to this project? Similar scope of service.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, fertilization, insect control, weed control, irrigation and trimming.

List of equipment used on site: One Mitsubishi Fuso lawn truck, mowers , edgers, weed eaters, blowers, spray trucks and spreaders.

List of subcontractors used: Southeast Spread and Florida Green.

Is this a current contract? Yes x No ___

Duration of contract: 1 year.

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No x For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

Reason for Termination: _____

_____

_____

_____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No X*

  If yes, please describe each violation, fine, and resolution _____

  _____

  What is the Proposer's current worker compensation rating? _____

  Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No X

  If yes, please describe each incident _____

  _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
  Yes ___ No X If yes, please provide:

  The names of the entities _____

  The state(s) where barred or suspended _____

  The period(s) of debarment or suspension _____

  Also, please explain the basis for any bar or suspension:

  _____

  _____

  _____

  _____

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

  NA _____

  _____

  _____

  _____

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

  NA _____

  _____

  _____

  _____

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:*

  Identify the Case # and Tribunal:_____

  Describe the Nature of the Action:_____

  _____

  _____

  _____

  Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

  _____

  _____

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:*

  _____

_____

_____

_____

_____

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (X) If yes, please explain:*

_____

_____

_____

_____

_____

PROPOSAL FORM
PART IV - PRICING

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the "Pricing Form"). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

PROPOSAL FORM
SIGNATURE PAGE

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

Dated this 6th day of June, 2024.

Proposer: [signature]
By: Cory Somerlot
Title: Estimator / Business developer

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 6th day of June, 2024, by Cory Somerlot of Floralawn Inc who is ☑ personally known to me or ☐ who has produced N/A as identification, and ☐ did or ☐ did not take the oath.

Melissa Carole Johnson
Notary Public, State of Florida
Print Name: Melissa Carole Johnson
Commission No.: HH 023179
My Commission Expires: 07/23/2024

Notary Public State of Florida
Melissa Carole Johnson
My Commission HH 023179
Expires 07/23/2024

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: Cory Somerlot

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

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    ____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

Signature of Authorized Signatory of Proposer

Sworn before me on 6-06, 2024

Notary Public Signature

Notary Public State of Florida
Melissa Carole Johnson
My Commission HH 023179
Expires 07/23/2024

Notary Stamp

VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____ 2024, by and between:

WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the "**District**"), and

_____, a Florida _____, with an address of _____ ("**Contractor**").

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

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

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

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

2. CONTRACTOR OBLIGATIONS.

A. ***Scope of Services.*** Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** ("**Work**"), for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B** ("**Landscape Maintenance Area**"), both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed,

which adjustments shall not result in change in the price for the Work as reflected in Contractor's fee summary attached hereto as **Exhibit C** ("**Fee Summary**") and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

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

C. ***Manner of Contractor's Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner acceptable to the District and shall be in accordance with all applicable standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. The Contractor warrants that the Work shall be free from any defects in workmanship and Contractor agrees to a warranty for a period of one year from completion of any portion of the Work to repair any deficiencies, fixes or touch-ups needed.

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

E. ***Rain Days.*** In the event that time is lost due to heavy rains ("**Rain Days**"), Contractor agrees to reschedule its employees and divide their time accordingly to

complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

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

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

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

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

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

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

H. ***Deficiencies***. Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars

($100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

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

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

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

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

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

N. ***Independent Contractor Status.*** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees

of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. ***Term***. The term of this Agreement shall be from August 1, 2024, to September 30, 2025 ("**Year 1**"), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. ***Compensation***. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed _____ **Dollars ($_____)** per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C.**

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

D. ***Payments by the District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were

provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

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

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. **INSURANCE.**

A. ***Insurance Required***. Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance

coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

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

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

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

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

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

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least $1,000,000 per occurrence and $1,000,000 on aggregate.

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

employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

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

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

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

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

6. INDEMNIFICATION.

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

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

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's

responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

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

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

7. MISCELLANEOUS PROVISIONS

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

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

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

D. ***Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

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

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

fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

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

A. **If to the District:** Windward Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn.: District Manager, Jason Showe

With a copy to: Latham, Luna, Eden & Beaudine
201 S. Orange Ave, Ste. 1400
Orlando, Florida 32801
Attn.: District Counsel, Jan A. Carpenter, Esq.

B. **If to Contractor:** _____
_____
_____
Attn.: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next

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

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JBURNS@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

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

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

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

E-Verify.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statues*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

R. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

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

incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[*Remainder of this page intentionally left blank*]

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

ATTEST:

WINDWARD COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____

☐ Secretary

☐ Assistant Secretary

_____

By:_____

☐ Chairperson

☐ Vice Chairperson

WITNESS:

[CONTRACTOR]

_____

By: _____

Its: _____

_____

By:_____

Its: _____

Exhibit A: Scope of Services

Exhibit B: Landscape Maintenance Map

Exhibit C: Fee Summary

Exhibit D: Form of Work Authorization

Exhibit D: Form of Work Authorization

WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2024 (the "**Agreement**"), by and between:

WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida (the "**District**"), and

_____, a Florida _____, with an address of _____ ("**Contractor**").

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

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

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

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

ATTEST:

_____

By: _____
☐ Secretary
☐ Assistant Secretary

WINDWARD COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____
☐ Chairperson
☐ Vice Chairperson

[CONTRACTOR]

_____

By: _____
Its: _____

Exhibit A Proposal for Additional Services

FLORINC-01 WAGJU1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/15/2023

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

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

PRODUCER
Mulling Insurance Agency, Inc.
P.O. Box 308
Auburndale, FL 33823

CONTACT NAME: Judy Wagner, AAI, AU, AIS, PWCAM, CPIW
PHONE (A/C, No, Ext): (863) 967-4454 FAX (A/C, No): (863) 967-7592
E-MAIL ADDRESS: judyw@mullinginsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Insurance Company	29459
INSURER B : The Hartford #916	01389
INSURER C : Hartford Casualty Ins Co	
INSURER D : AGCS Marine Insurance Co.	22837
INSURER E :	
INSURER F :	

INSURED
Floralawn, Inc.& Floralawn 2
& Woo Hoo Properties, LLC
PO Box 91597
Lakeland, FL 33804-1597

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			21UENSR2G35	9/19/2023	9/19/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: Capped at 10,000,000							$
B	AUTOMOBILE LIABILITY			21UENOL4791	9/19/2023	9/19/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Hired Phys Damage						PIP	$ 10,000
C	X UMBRELLA LIAB X OCCUR			21HHUSR2G4R	9/19/2023	9/19/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Leased/Rented Equip			MZI93091427	9/19/2023	9/19/2024	Limit	100,000

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

CERTIFICATE HOLDER

Bid Purposes Only
PO Box 91597
Lakeland, FL 33804

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2023

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

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

PRODUCER
Sihle Insurance Group Inc.
1021 Douglas Ave.
Altamonte Springs FL 32714

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 407-869-5490 FAX (A/C, No): 407-389-3580
E-MAIL ADDRESS: Certificates@sihle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Associated Industries Insurance Company Inc.	23140
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED FLORPRE-02
FloraLawn Inc
P.O. Box 91597
Lakeland FL 33804

COVERAGES **CERTIFICATE NUMBER:** 899827104 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AWC1203429	1/1/2024	1/1/2025	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Bid Purposes Only
PO Box 91597
Lakeland FL 33804

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Suzanne Peck

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Thank You!

PREPARED BY:

Rachel Cason
Senior Business Development
863-668-0494

OUR PROMISE TO YOU

When you choose Floralawn, you will find your expectations met or exceeded with the convenience of one point of contact. We will be professional and proactive in our practices while using high-quality people, efficient systems, updated technology, and competitive pricing. We look forward to serving you and assure you that when you choose us, you have gained the best company in the business.

floralawn

P.O. Box 91597
Lakeland, FL 33804

863-668-0494
www.Floralawn.com

facebook.com/Floralawn

SECTION d.

HELPING HAND LAWN CARE

All,

We have seen the current shape that your communities landscaping is currently in. We can tell that there has been a breakdown in communication and probably a constant change in personnel on site. This is exactly why you should choose us to take over the landscape maintenance. The first thing we will do is fully access your site and hold an onsite meeting. We believe that over time we can fix a lot the issues without the need to spend more money. Some things will need to be handled immediately like deficient irrigation. We didn't run any of it, but we can tell there are a lot of problems. Keeping the irrigation up and running and following through with an actual agronomic plan will do wonders for your community.

We also are fully staffed and have the resources to mulch, trim trees and palms, repair irrigation and do any install work in house so there is no waiting on other vendors to get things done.

Our process will be to have on dedicated crew leader onsite everyday year-round (with exception of holidays and vacation days). This is necessary with a site like this to keep continuity with all the work being done. Swapping crews and people in and out is one of the biggest issues we see from other providers. Even if your people are really good too many things get lost. We also have our maintenance manager do a mandatory weekly drive through of all our sites which helps keep him aware of any issues or anything the crew might not notice. Then they plan their next week's work based on this information.

We are a Veteran owned and operated company and have been in business for over 20 years. We a mid-size firm and we take great pride in the work we do and in our communication. Our equipment is kept new, and we run on software and gps so we know where all of our people are at, at all times. We are not looking for fast growth and we prefer to have partners that like to have great working relationships with their contractors. We show up, we communicate, and we care. If you select us we will be the best partner you have ever hard for landscaping.

Thank you,

Elder Ripper
President
Helping Hand Lawn Care, LLC

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Lake

Before me, the undersigned authority, appeared the affiant, E. Norman Rupp, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Hampton Hall Lawn Care, LLC ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1 dated June 7 2024

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 2024.

Proposer: Helix Land Lawn Care, LLC
By: _____
Title: President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

_____
Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

MONICA PINARD
Notary Public - State of Florida
Commission # HH 339190
My Comm. Expires Dec 7, 2026
Bonded through National Notary Assn.

V. PROPOSAL FORMS

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before June 12, 2024 at 11:00am (EST)

TO: Windward Community Development District

FROM: Helping Hand Lawn Care, LLC
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Windward Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, E. Norman Ripper REPRESENTING Helping Hand Lawn Care, LLC Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/specifications at the following prices:

I. Contract Proposal Amount: $ 541,600.00
(Please provide an average of all five years of pricing)

Annual Total, Year 1: $ 541,600.00

Annual Total, Year 2: $ 541,600.00

Annual Total, Year 3: $ 541,600.00

Annual Total, Year 4: $ 541,600.00

Annual Total, Year 5: $ 541,600.00

II. Proposer Information

NAME OF PROPOSER: Helping Hand Lawn Care, LLC

ADDRESS: 5960 West Jones Ave Zellwood Fl 32798

PHONE: 407-221-0593 FAX:

SIGNATURE:

PRINTED NAME: E. Norman Ripper

TITLE: President

DATE: 5/31/24

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Helping Hand Lawn Care, LLC

Street Address 5960 West Jones Ave

P. O. Box (if any) _____

City Zellwood State Florida Zip Code 32798

Telephone 407-221-0593 Fax no. _____

1st Contact Name E. Norman Ripper Title President

2nd Contact Name Reginald Pinard Title V/P Operations

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: LLC
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date 09/11/2013

Is the Proposer in good standing with that State? Yes X No ___

If no, please explain _____

_____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes X No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	$ 5,000,000
Automobile Liability	$ 5,000,000
Workers Compensation	$ 5,000,000
Expiration Date	07/13/2024

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Pest Control Operators License - In good standing

Master Arborist License - In good standing

Irrigation Certification - In good standing

MOT Certification - In good standing

Aquatics License - In good standing

Fertilization License - In good standing

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 5960 West Jones Ave

P. O. Box (if any) _____

City Zellwood State Florida Zip Code 32798

Telephone 407-221-0593 Fax no. _____

1st Contact Name E. Norman Ripper Title President

2nd Contact Name Reginald Pinard Title V/P Operations

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

See Attached Supervisors, who will be onsite ___ days per week;
_____ Technical personnel, who will be onsite ___ days per _____; and
_____ Laborers, who will be onsite ___ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No x___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

  All of our personel go through a complete background check including fingerprinting because it is required on all of our contracts we have with GOAA.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: Helping Hand Lawn Care, LLC

DATE: 03/12/2024

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
E. Norman Ripper	President	Vision	Clermont Florida
Reginald Pinard	Operations Manager	Day to day Management	Tavares, Florida
Maria Jimenez	HR Manager	Day to day people Management	Orlando, Florida
Joxuan Burgos	Enhancements Manager	Managing all Landscaping	Paisley, Florida
Bill Black	Fleet & Safety Manager	Safety Training & Equipment	Deltona, Florida
Kiara Rivera	Branch Manager	Orlando Branch	Paisley, FLorida
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Helping Hand Lawn Care, LLC

DATE: 03/15/2024

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Reginald Pinard	Operations Manager	Overall Management	Zellwood	Please see attached break down	10 years	16 years
Chamaine Lima	Maintenance Manager	Monitoring, training, inspecting and helping crew leaders	Zellwood	Please see attached break down	2 years	4 years
Jose Hilerio	Detail Crew Leader	Detail work	Zellwood	Please see attached break down	14 years	20 years
Emmanuel Ayala	Mow Crew Leader	running mow crew	Zellwood	Please see attached break down	3 years	3 years
Kenny Echeverry	Tree Crew Manager	running bucket truck for trimming operations	Zellwood	Please see attached break down	7 years	9 years
Brenden Shelkey	Lead Irrigation Tech	Irrigation reports and repairs	Zellwood	Please see attached break down	2 years	5 years

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Helping Hand Lawn Care, LLC

DATE: 03/15/2024

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
40	Blowers	16 mowing crews	Orlando/Zellwood
50	Weedeaters	16 mowing crews	Orlando/Zellwood
48	Edgers	16 mowing crews	Orlando/Zellwood
22	Hedge Trimmers	16 mowing crews	Orlando/Zellwood
39	60 inch zero turn mowers	16 mowing crews	Orlando/Zellwood
4	Autonomous mowers	16 mowing crews	Orlando/Zellwood
27	Vehicles in Fleet	16 mowing crews	Orlando/Zellwood
6	John Deere Gators	16 mowing crews	Orlando/Zellwood
1	John Deere Loader with attachments	16 mowing crews	Orlando/Zellwood
2	John Deere Tractors	16 mowing crews	Orlando/Zellwood
1	Z Spray	16 mowing crews	Orlando/Zellwood

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
  Yes ___ *No* x
  If yes, please provide the following information for each project (attach additional sheets if necessary): But we do work fo the I-Drive Improvement District.

  Project Name/Location: I-Drive Improvement District

  Contact: Luann Brooks Contact Phone: _____

  Project Type/Description: Full Service Landscape Maintenance for I-Drive medians and ROWS

  Dollar Amount of Contract: $130,000.00

  Scope of Services for Project: Mowing, edging, trimming, blowing, mulching, tree trimming, fertilization and Pest control.

  Dates Serviced: 03/01/2019 tp Present

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

  2023 = $5,300,000.00

  2022 = $4,700,000.00

  2021 = $4,300,000.00

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

  Project Name/Location: Landside Terminal Landscape and Irrigation Maintenance

  Contact: Daisily Pagan Contact Phone: 407-797-6818

  Project Type/Description: Full Service Landscape maintenance for Terminals A & B at Orlando International Airport

  Dollar Amount of Contract: $1,600,000.00 per year

  How was the project similar to this project? This project is much bigger but it in includes complete control of all aspects of the landscaping.

  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

Full Service Landscape maintenance including mowing, trimming, edging, blowing, irrigation, tree trimming, fertilization & pest control, palm trimming, mulching, pine straw, and litter.

List of equipment used on site: 3 60 inch ZTR Mowers, 1 tractor, 2 gators, 3 weedeaters, 3 edgers, 4 hedge trimmers, chainsaws, pole saws, bucket truck, 2 crew trucks, 1 manager truck, 1 irrigation truck, 1 fert/pest van, and one push mower for small areas.

List of subcontractors used: Blurock, LLC, Ground Affects Landscape Maintenance, LLC, and Colorburst LLC. These are all minority vendors required by contract.

Is this a current contract? Yes x ___ No ___

Duration of contract: Five Years

- *(Information regarding similar projects – continued)*

Project Name/Location: RedTail Community Association.

Contact: Alan Denaro Contact Phone: 978-360-4278 redtailhoapresident@gmail.com

Project Type/Description: Full Service Landscape maintenance

Dollar Amount of Contract: $300,000.00 annually

How was the project similar to this project? It is a very high detail property that has hundreds of residents.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, edging, trimming, blowing, mulching, tree trimming, fertilization and Pest control.

List of equipment used on site: 2 ztr mowers, 3 weedeaters, 3 edgers, 3 blowers, 2 hedge trimmers, 1 crew truck, 1 irrigation truck, 1 fert/pest van.

List of subcontractors used: None

Is this a current contract? Yes X No ___

Duration of contract: 3 years

- *(Information regarding similar projects – continued)*

Project Name/Location: Tradeport Blvd Landscape Maintenance

Contact: Daisily Pagan Contact Phone: 407-797-6818

Project Type/Description: Full Service Landscape maintenance Tradeport Blvd GOAA

Dollar Amount of Contract: $720,000.00 annually

How was the project similar to this project? High profile roadway on a heavily travelled road.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, edging, trimming, blowing, mulching, tree trimming, fertilization and Pest control.

List of equipment used on site: 3 ztr mowers, 3 weedeaters, 3 edgers, 3 blowers, 1 crew truck, 1 porter truck, 1 irrigation truck, 1 manager truck, 1 gator.

List of subcontractors used: Blurock, LLC

Is this a current contract? Yes X No ___

Duration of contract: Five Years

- *(Information regarding similar projects – continued)*

Project Name/Location: Altamonte Springs Landscape Maintenance

Contact: Andrew J. Capuano Contact Phone: 407-571-8883

Project Type/Description: Landscape Maintenance Citywide

Dollar Amount of Contract: $510,000.00 annually

How was the project similar to this project? High profile areas that must be maintained to the highest standards

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Mowing, edging, trimming, blowing, mulching, tree trimming, fertilization and Pest control.

List of equipment used on site:

8 ztr mowers, 10 weedeaters, 10 edgers, 8 blowers, 3 crew trucks, a manager truck

List of subcontractors used: None

Is this a current contract? Yes X No ___

Duration of contract: 6 years

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No X_____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

Reason for Termination: _____

_____

_____

_____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No x*

If yes, please describe each violation, fine, and resolution Mowing, trimming, edging, blowing, fertilization & pest control, mulching and palm tree trimming.

What is the Proposer's current worker compensation rating? .86

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No X

If yes, please describe each incident _____

_____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
Yes ___ No X If yes, please provide:

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

_____

_____

_____

_____

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

  None.

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

  None.

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:*

  Identify the Case # and Tribunal:_____

  Describe the Nature of the Action:_____

  Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:*

_____

_____

_____

_____

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (X) If yes, please explain:*

_____

_____

_____

_____

_____

PROPOSAL FORM
SIGNATURE PAGE

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

Dated this _____ day of _____, 2024.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

MONICA PINARD
Notary Public - State of Florida
Commission # HH 339190
My Comm. Expires Dec 7, 2026
Bonded through National Notary Assn.

_____
Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: Helping Hand Lawn Care LLC

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

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    ✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

_____

Signature of Authorized Signatory of Proposer

Sworn before me on _____, 2024

_____

Notary Public Signature

_____

Notary Stamp

MONICA PINARD
Notary Public - State of Florida
Commission # HH 339190
My Comm. Expires Dec 7, 2026
Bonded through National Notary Assn.

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

Date	File No.	Expires
December 28, 2023	**JB192185**	**November 30, 2024**

THE **PEST CONTROL COMPANY FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **November 30, 2024**

AT

1733 BENBOW CT
APOPKA, FL 32703

HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

Lawn and Ornamental

WILTON SIMPSON, COMMISSIONER

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

HELPING HAND LAWN CARE
1733 BENBOW CT
PEST CONTROL COMPANY FIRM

JB192185

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE346805**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **November 30, 2024**

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

BRENDEN SHELKEY
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

Regular

WILTON SIMPSON, COMMISSIONER

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

BRENDEN SHELKEY
HELPING HAND LAWN CARE
ID CARD HOLDER

JE346805

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE346803**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

CHAMAINE LIMA
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

CHAMAINE LIMA
HELPING HAND LAWN CARE
ID CARD HOLDER

JE346803

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature
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3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE268106**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

DANIEL VELASQUEZ
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

DANIEL VELASQUEZ
HELPING HAND LAWN CARE
ID CARD HOLDER

JE268106

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature
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3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE346801**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

EDGAR SANCHEZ
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

EDGAR SANCHEZ
HELPING HAND LAWN CARE
ID CARD HOLDER

JE346801

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

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3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE164130**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

ELDER RIPPER IV
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

ELDER RIPPER IV
HELPING HAND LAWN CARE
ID CARD HOLDER

JE164130

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

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3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE346806**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

EMMANUEL AYALA
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

EMMANUEL AYALA
HELPING HAND LAWN CARE
ID CARD HOLDER

JE346806

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

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3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE317073**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

HEYDI YORLENI FUENTES
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

HEYDI YORLENI FUENTES
HELPING HAND LAWN CARE
ID CARD HOLDER

JE317073

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature
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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE291305**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

JOSE HILERO
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

JOSE HILERO
HELPING HAND LAWN CARE
ID CARD HOLDER

JE291305

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature
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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE332470**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

JOXUAN BURGOS
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

JOXUAN BURGOS
HELPING HAND LAWN CARE
ID CARD HOLDER

JE332470

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE291299**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

JOXUAN D BURGOS
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

Cut here

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

JOXUAN D BURGOS
HELPING HAND LAWN CARE
ID CARD HOLDER

JE291299

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

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TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE332466**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

KIARA RIVERA
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

KIARA RIVERA
HELPING HAND LAWN CARE
ID CARD HOLDER

JE332466

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

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TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE317072**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

MARIA JIMENEZ
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

MARIA JIMENEZ
HELPING HAND LAWN CARE
ID CARD HOLDER

JE317072

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

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TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE332464**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

MIGUEL BASTIDA
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

MIGUEL BASTIDA
HELPING HAND LAWN CARE
ID CARD HOLDER

JE332464

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

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

Date	File No.	Expires
December 28, 2023	**JE346804**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

OTILIA AMADOR
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

OTILIA AMADOR
HELPING HAND LAWN CARE
ID CARD HOLDER

JE346804

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

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3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE332467**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

PETER VAZQUEZ
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

PETER VAZQUEZ
HELPING HAND LAWN CARE
ID CARD HOLDER

JE332467

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature
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3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE332460**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

PRISCILLA PRADO
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

PRISCILLA PRADO
HELPING HAND LAWN CARE
ID CARD HOLDER

JE332460

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature
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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE152113**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular
Certified Operator

REGINALD PINARD
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

REGINALD PINARD
HELPING HAND LAWN CARE
ID CARD HOLDER

JE152113

Certified Operator

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

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BUREAU OF LICENSING & ENFORCEMENT
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TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE317071**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

TERRIS HICKS II
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

TERRIS HICKS II
HELPING HAND LAWN CARE
ID CARD HOLDER

JE317071

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature
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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE346802**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

TRENT HEAVENER
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

TRENT HEAVENER
HELPING HAND LAWN CARE
ID CARD HOLDER

JE346802

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature
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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE332462**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

VICTORINO PEREZ
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

VICTORINO PEREZ
HELPING HAND LAWN CARE
ID CARD HOLDER

JE332462

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature
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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 28, 2023	**JE332463**	**November 30, 2024**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2024

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

ZAQUEO PEREZ
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

ZAQUEO PEREZ
HELPING HAND LAWN CARE
ID CARD HOLDER

JE332463

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**

COMMISSIONER

Signature
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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

Certificate of Completion

Elder Ripper

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

01/11/2025	110	Jack Luckhardt	46682
Date Expires	FDOT Provider #	Instructor	Certificate #

Safety Links
An company

Safety Links
1855 W State Rd 434 Ste. 283
Longwood, FL 32750
www.safetylinks.net
ghansen@safetylinks.net

FDOT

For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

State of Florida

Veteran Business Certification

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

to

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Florida Water℠

Certification of Completion

This certifies that

Norman Ripper

has completed the Florida Water Star℠ Accredited Professional Workshop and is committed to designing and installing water-efficient landscapes for Florida Water Star℠ projects.

Florida Water Star℠ Coordinator

April 8, 2015

Date

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

FNGLA FLORIDA NURSERY, GROWERS AND LANDSCAPE ASSOCIATION

Leading Florida's Green Industry

Florida Water AP

This certifies that

E. Norman Ripper

is a Florida Water Star℠ Accredited Irrigation Professional and is committed to designing and installing water-efficient irrigation systems for Florida Water Star℠ projects.

St. Johns River Water Management District

Signature: _____

Florida Water Star℠ Representative

Date: **April 2021 - June 2024**

FNGLA
FLORIDA NURSERY, GROWERS AND LANDSCAPE ASSOCIATION
Leading Florida's Green Industry

The International Society of Arboriculture

Hereby Announces That

Elder Ripper

Has Earned the Credential

ISA Board Certified Master Arborist®

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

Caitlyn Pollihan
CEO & Executive Director

1 November 2023		ddd2aa74-788d-4002-bf87-3 2204f19313e
Issue Date	Expiration Date	Certification Number

HORTICULTURE PROFESSIONAL
FNGLA
We Know What Grows
FNGLA CERTIFIED

The Florida Nursery, Growers & Landscape Association

Confers on

Elder N. Ripper

Certificate No. H36 9239

The Title of

FNGLA Certified Horticulture Professional (FCHP)

FNGLA
FLORIDA NURSERY, GROWERS AND LANDSCAPE ASSOCIATION
Leading Florida's Green Industry

March 31, 2025
Expiration Date

Wes Parrish, FNGLA President

Ben Bolusky, FNGLA CEO

February 2013
Certified Since

Harold Jenkins, FNGLA Certification Chair

Merry Mott, FNGLA Certification Dir

Windward Community Development District Landscape Fee Summary

Contractor: Helping Habnd Lawn Care, LLC

Address: 5960 W Jones Ave
Zellwood Fl 32798
Phone: 407-221-0593
Fax:
Contact: E. Norman Ripper
Email: norm@hhlawncare.com

Property: Windward CDD

Address: 219 E. Livingston St.
Orlando, Florida, 32801
Phone:

Contact:
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A) - Mowing/Detailing	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	$384,000
TURF CARE (Component B) Bahia/St Augustine/Zoysia	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	$24,000
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	$26,400
IRRIGATION MAINT. (Component D)	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	$57,600
ANNUAL CHANGES (Component E.1)	2,400			2,400			2,400			2,400			$9,600
Per Annual Pricing:	1,200			1,200			1,200			1,200			
BED DRESSING - Estimate mulch yds (Component E.2)					20,000						20,000		$40,000
Per Yard Pricing: $50.00					Mulch Yds						Mulch Yds		
PALM TRIMMING 2x Per Year (Component E.3) *Per Palm Price:* $75.00													$0
Palm counts													
TOTAL FEE PER MONTH:	$43,400	$41,000	$41,000	$43,400	$61,000	$41,000	$43,400	$41,000	$41,000	$43,400	$61,000	$41,000	$541,600
Flat Fee Schedule	$45,133	$45,133	$45,133	$45,133	$45,133	$45,133	$45,133	$45,133	$45,133	$45,133	$45,133	$45,133	$541,600

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$492,000

Extra Services Annual Changes, Palm Pruning, Mulch	$49,600

TOTAL	$541,600.00

Initials_____ _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium

Insurance Company Countersigned by _____

© 1983 National Council on Compensation Insurance.

PO Box 948239
Maitland, FL 32794-8239
321-214-5300 • 800-346-4825
ffvamutual.com

Policy notice:

The blanket waiver, Form WC 00 03 13, is applicable as of policy inception date to the insured risk listed below:

Insurer: FFVA Mutual Insurance Co.

Insured: Helping Hand Lawn Care, LLC

Policy number: WC840-0801578-2023A

Effective date: 7/11/2023

Policy period: 7/11/2023 - 7/11/2024

Robert A. Lehnen, CPCU, CIC, CRM

Vice President, Underwriting

(b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.

(2) This provision applies only with respect to liability for:
(a) "Bodily injury";
(b) "Property damage"; or
(c) "Personal and advertising injury"
caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.
(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II - WHO IS AN INSURED is amended. Paragraph **3.** is deleted and replaced by the following paragraph.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights Of Recovery Against Others To Us**.
When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

7. DAMAGE TO PREMISES RENTED TO YOU

a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended.

(1) The last paragraph is deleted and replaced by the following paragraph.
Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b.** Limits of Insurance.

(2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or

2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;

2) Cracking, settling, expansion or shrinking;

3) Smoke or smog;

4) Birds, insects, rodents or other animals;

5) Wear and tear;

6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or

7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

a) You make a reasonable effort to maintain heat in the building or structure; or

b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

1) Water that backs up from a drain or sewer;

2) Mud flow or mudslide;

3) Volcanic eruption, explosion or effusion;

4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or

6) Water under the ground surface pressing on, or seeping or flowing through:

a) Walls, foundations, floors or paved surfaces;

b) Basements, whether paved or not; or

c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance
SECTION III - LIMITS OF INSURANCE is amended. Paragraph **6.** is deleted and replaced by the following paragraph.

6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

a. (1) SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:

(a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

4. **ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**
If the endorsement, EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE.**
Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. **PERSONAL INJURY EXTENSION**
   a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.
   b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy:
   (1) SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions is amended. The following exclusion is added.
   This insurance does not apply to:
   Americans With Disabilities Act (ADA)
   "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
   (1) The Americans With Disabilities Act (ADA), including any amendment of or addition to such law;
   (2) Any federal rule or regulation promulgated to implement the ADA and its amendments and additions; or
   (3) Any federal, state, or local statute, ordinance or regulation, other than the ADA and its amendments and additions, that prohibits discrimination on the basis of disability relating to the use of, access to, or enjoyment of:
   (a) Facilities used as, or designated or constructed for use as places of public accommodation;
   (b) Facilities used as, or designated and constructed for use as a commercial facility;
   (c) Telecommunication systems;
   (d) Telephones;
   (e) Internet;
   (f) Websites; or
   (g) Televisions.
   (2) SECTION V - DEFINITIONS is amended. Paragraph **14.** "Personal and advertising injury" is deleted and replaced by the following definition.
   14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
   a. False arrest, detention or imprisonment;
   b. Malicious prosecution;
   c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
   d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
   e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
   f. The use of another's advertising idea in your "advertisement";
   g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
   h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. **BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended. The following condition is added.
Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:
   a. If the notice of a new claim is given to your "employee"; and
   b. That "employee" fails to provide us with notice as soon as practicable.
This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

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(a) You.
(b) Your partners if you are designated in the Declarations as a partnership or a joint venture.
(c) Your members if you are designated in the Declarations as a limited liability company.
(d) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
(e) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

(2) None of the following is an insured:
(a) Any person engaged in the business of his or her employer with respect to "bodily injury " to any co-"employee" of such person injured in the course of employment.
(b) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
1) Such person; or
2) Any partner or "executive officer" of yours or a member of his or her household; or
3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
(c) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
(d) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
(e) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

d. **Additional Definitions**
The following definition applies to only this coverage.
"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

e. **Limits of Insurance**
With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.
SECTION III - LIMITS OF INSURANCE
(1) The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(a) Insureds;
(b) Claims made or "suits" brought; or
(c) Persons or organizations making claims or bringing "suits".
(2) We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
(a) When Limited Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
(b) When Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
1) The limit shown for Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
2) The limit shown for Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. **BROADENED SUPPLEMENTARY PAYMENTS**
SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph **1.d.** is amended.
The amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

by you or anyone acting on your behalf.

Paragraph **(3)(a)1)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer. Paragraphs **(3)(a)2)** and **(3)(a)3)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(b) Any loss, cost or expense arising out of any:

1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

(4) "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(5) "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(a) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".

(b) That the insured would have in the absence of the contract or agreement.

(6) "Property damage" to:

(a) Property owned or being transported by, or rented or loaned to any insured; or

(b) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

(7) **(a)** "Bodily injury" to:

1) An "employee" of the insured arising out of and in the course of employment by the insured; or

2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(7)(a)1)**.

(b) This exclusion applies:

1) Whether the insured may be liable as an employer or in any other capacity; and

2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(c) This exclusion does not apply to:

1) Liability assumed by the insured under an "insured contract".

2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

c. Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

(1) Each of the following is an insured with respect to this coverage.

65034 (6-22)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
   SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.
   (2) A watercraft you do not own that is:
   (a) Less than 50 feet long; and
   (b) Not being used to carry persons or property for a charge;
2. **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**
   Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.
   a. Coverage
   We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":
   (1) You do not own;
   (2) Which is not registered in your name; or
   (3) Which is not leased or rented to you for more than ninety consecutive days
   and which is used in your business.
   b. Exclusions
   With respect to only **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.
   This coverage does not apply to:
   (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
   (2) Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
   (3) **(a)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
   1) That are, or are contained in any property that is:
   a) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
   b) Otherwise in the course of transit by you or on your behalf; or
   c) Being disposed of, stored, treated or processed into or upon the "auto";
   2) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
   3) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned

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55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance.**
This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

AGENCY CUSTOMER ID: 00008980

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Closson Insurance Agency, LLC	Helping Hand Lawn Care Llc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Auto Liability and Workers Compensation/Employers Liability.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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

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

PRODUCER
Closson Insurance Agency, LLC
1201 S. Orlando Avenue
Suite 200
Winter Park FL 32789

CONTACT NAME: Christine McCrary
PHONE (A/C, No, Ext): (407) 898-2211 FAX (A/C, No): (407) 898-1850
E-MAIL ADDRESS: CMcCrary@ClossonInsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Southern-Owners Insurance Co	10190
INSURER B:	AUTO OWNERS INSURANCE COMPANY	18988
INSURER C:	FFVA Mutual Insurance Co.	10385
INSURER D:	Upland Specialty Insurance	16988
INSURER E:	Landmark American Insurance Company	33138
INSURER F:		

INSURED
Helping Hand Lawn Care LLC
PO Box 1704
Sorrento FL 32776-1704

COVERAGES

CERTIFICATE NUMBER: 7.11.23 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	72276187	07/11/2023	07/11/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	4927618700	07/11/2023	07/11/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							FL PIP Basic	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			4927618701	07/11/2023	07/11/2024	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC840-081578-2023A	07/11/2023	07/11/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D/E	Excess Auto Liability Excess Auto Liability			USXTL0396323 / LHA103499	07/11/2023	07/11/2024	Each Occurrence Aggregate $2MIL Excess of $2MIL	$2,000,000 $2,000,000 $2,000,000

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

The Greater Orlando Aviation Authority, the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens advisory committees of each), officers, agents and employees are hereby included as Additional Insureds. including products and completed operations on a primary and non-contributory basis as required by contract per attached policy forms. Blanket Additional Insured and Waiver of Subrogation applies to the Auto Liability per attached policy forms. A Blanket Waiver of Subrogation applies to the Workers Compensation as required by contract per attached policy form. The Umbrella policy is follow form to the underlying General Liability and Employers Liability only. The Upland Excess Liability policy is follow form to the underlying Auto Liability only. The Landmark policy is in Excess of the Upland Excess policy and is follow form to the underlying Auto Liability policy. General Liability Deductible/SIR = N/A. 30-Day Notice of Cancellation applies to General Liability,

CERTIFICATE HOLDER

Greater Orlando Aviation Authority - Purchasing CFID #409954
Purchasing Department
5855 Cargo Road
Orlando FL 32827-4399

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SECTION e.

Juniper

DESIGN | BUILD | MAINTAIN

Windward Community Development District

Kissimmee, FL

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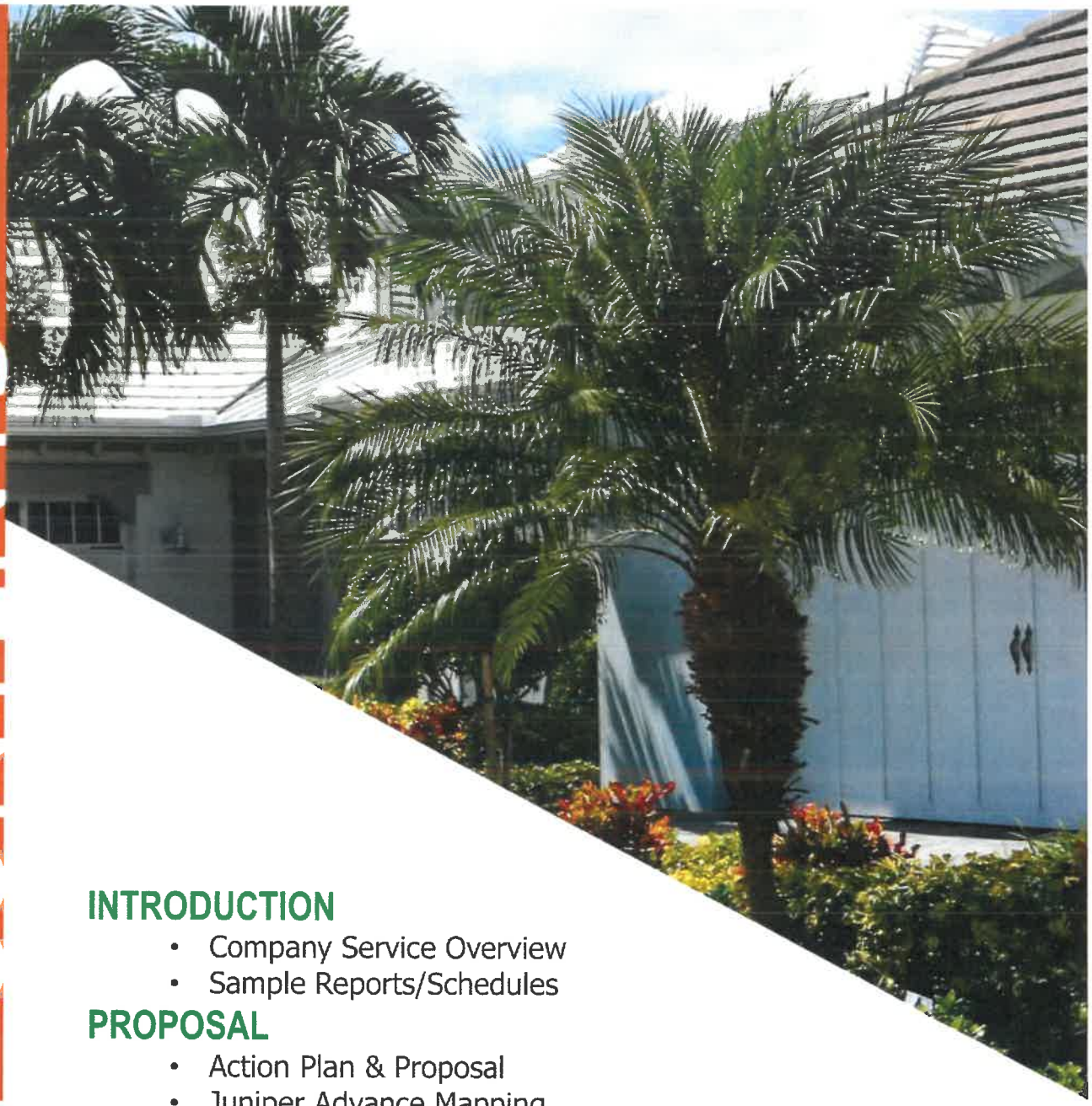

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- Company Service Overview
- Sample Reports/Schedules

PROPOSAL

- Action Plan & Proposal
- Juniper Advance Mapping

OUR SERVICES

- More Than Just Maintenance

QAULIFICATIONS

- Certifications & Licenses

PORTFOLIO

- Juniper Communities

WINDWARD CDD BID DOCUMENTS

Submitted by:

Matthew Shelton

Branch Manager

407-752-7843

Juniper

Dear Board of Directors:

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process for Windward CDD. At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs. Our commitment to quality, dependability, and industry best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

Juniper has been servicing communities throughout Florida for over 20 years and our skilled teams are dedicated to your landscape initiatives. Since July, the Juniper Team has been providing landscape maintenance services to the Heritage Isle CDD. This experience has given us knowledge in developing our proposal to meet the needs of the community.

We look forward to the opportunity to continue working with you and to discuss the enclosed information. If you have any questions, please contact me at 407-717-6557.

Thank you,

Matthew Shelton
Branch Manager
Matthew Shelton@juniperlandscaping.com
Junipercares.com

ROOTED IN FLORIDA

HOW IT ALL STARTED

Juniper was founded in 2001 on a small farmhouse in Fort Myers, Florida. This location now serves as our corporate headquarters, though we have had to add a few more buildings. Over 20 years ago we started with the commitment to provide the best value and an on-time project. This commitment has helped Juniper grow from a small custom landscape operation with just a few employees to multiple locations throughout Florida. A lot has changed over the last 20 years, and we pride ourselves on the technology, service, and quality we continue to provide.

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

2001 Juniper Office

CENTRAL	WEST COAST	EAST COAST
ORLANDO	NAPLES	FORT LAUDERDALE
OCALA	BONITA SPRINGS	WEST PALM
BELLEVIEW	FORT MYERS	VERO BEACH
WESLEY CHAPEL	VENICE	PORT ST LUCIE
LAKELAND	SARASOTA	MELBORNE
LITHIA	BRADENTON	VIERA
	TAMPA	

COMPANY OVERVIEW

SERVICES & QUALIFICATIONS

DESIGN

BUILD

MAINTAIN

Resources & Qualifications

- 1,800+ Team Members
- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professionals
- FNGLA Certified Landscape Contractors
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer

CLIENT TEAM
RESOURCES

DESIGN - SUPPORT TEAM

- IA Certified Irrigation Designers
- Landscape Designers
- Landscape Architects

BUILD - SUPPORT TEAM

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

MAINTAIN - SUPPORT TEAM

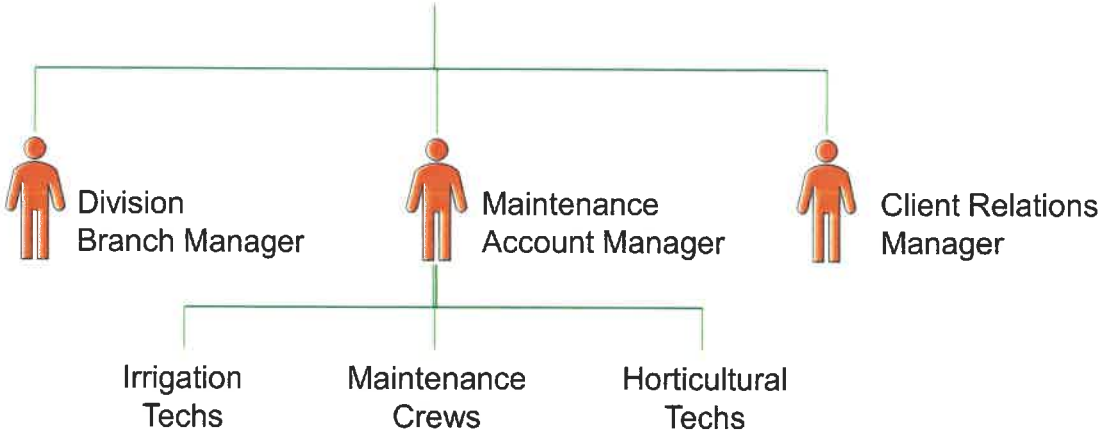
- Certified Horticultural Professional
- State Licensed Certified Pest Control Operator
- State Licensed Irrigation Contractor
- ISA Certified Arborists
- In-House Agronomist

OUR CORE VALUES

- A Sense of Urgency
- A Constant Communicator
- Mission Over Ego
- We Do What We Say
- Relentless
- Grow and Adapt

JUNIPER APPROACH

JUNIPER CLIENT TEAM



BRANCH MANAGER

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

ACCOUNT MANAGER

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

IRRIGATION TECHNICIAN

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

FERTILIZATION & PEST CONTROL TECHNICIAN

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

JUNIPER APPROACH

TURF MANAGEMENT

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

SHRUB MANAGEMENT

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

FERTILIZATION & PEST CONTROL

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

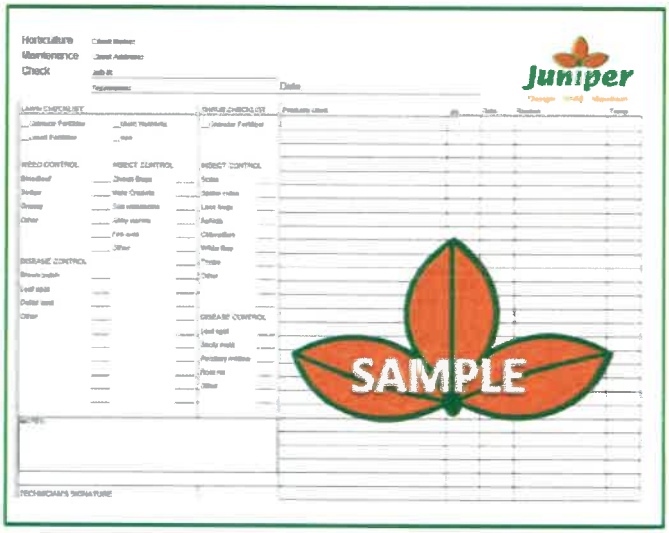
WATER MANAGEMENT

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

SERVICE REPORTS & MAPS

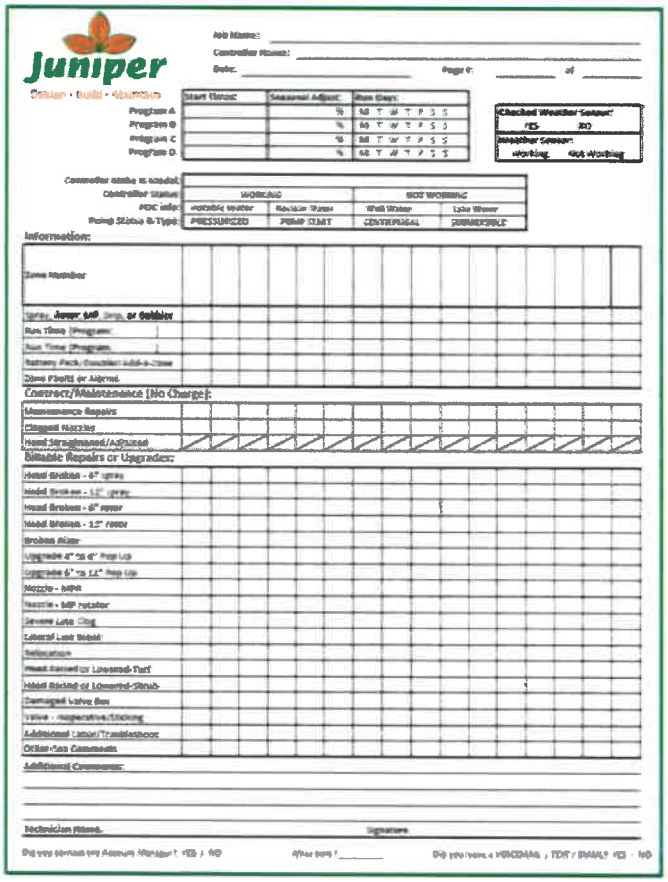
SAMPLES

Fertilization & Pest Reports

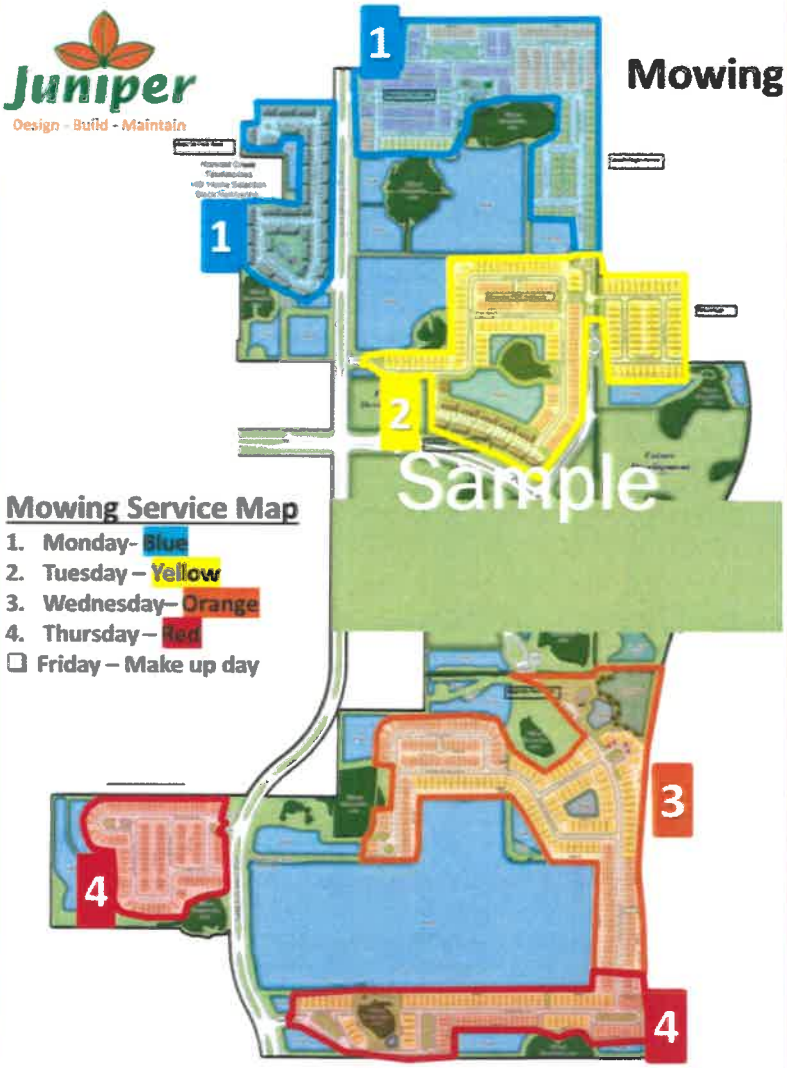


Regular service schedule maps are created for each community.

Irrigation Reports



Service Rotation Map



Juniper

DESIGN | BUILD | MAINTAIN

YOUR PROPOSAL

At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs.

Our commitment to quality, dependability, and industry-best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

PROPOSAL

CUSTOMER SERVICE

ON-SITE MANAGEMENT

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

24/7 EMERGENCY SERVICES

When the unforeseen happens, we will be there when you need us. Call our dedicated number for 24/7 support.

IN-HOUSE CUSTOMER CARE TEAM

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

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

Option 1:

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

Option 2:

Email customerservice@juniperlandscaping.com, noting the concern.

Option 3:

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

JUNIPER SYNC WORK ORDER SYSTEM

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

Highlights

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

Juniper SYNC

JUNIPER MAPPING

TECHNOLOGY THAT MAKES A DIFFERENCE!

Juniper Mapping uses drone imaging software to create an Orthomosaic image from hundreds and sometimes thousands of high-resolution images. This gives us the ability to evaluate the property at a deeper level, which allows us to provide our clients the following:

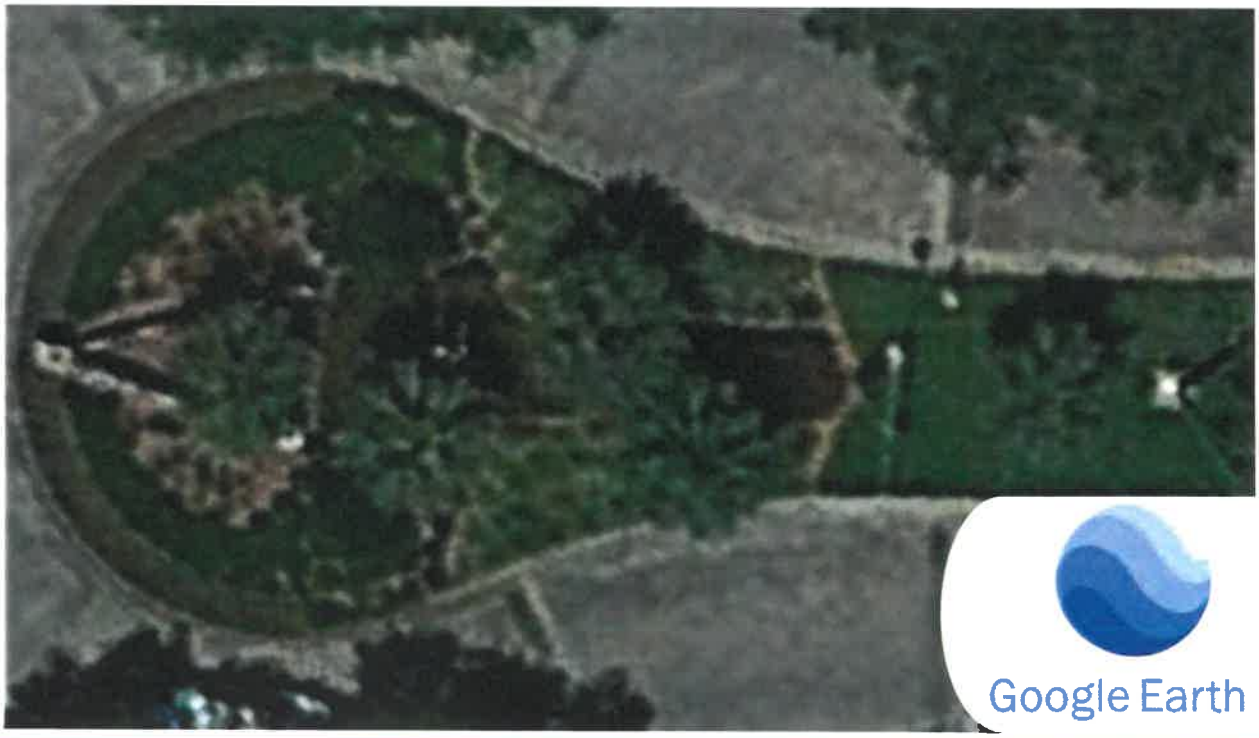
- Proactively identify potential issues
- Property specific reporting
  - Plant Health
  - Elevation
  - Annotation
  - Issues
- Documentation of improvement

Juniper MAPPING

JUNIPER MAPPING

IMAGE QUALITY COMPARISON

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



JUNIPER MAPPING

TRACK IMPROVEMENTS SIDE-BY-SIDE

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

JUNIPER MAPPING

REPORTING

COMMUNITY ANNOTATION REPORT

Juniper Landscaping

Stonecrest - Summerfield Annotation Report

Created on August 24, 2021

Captured on August 13, 2021

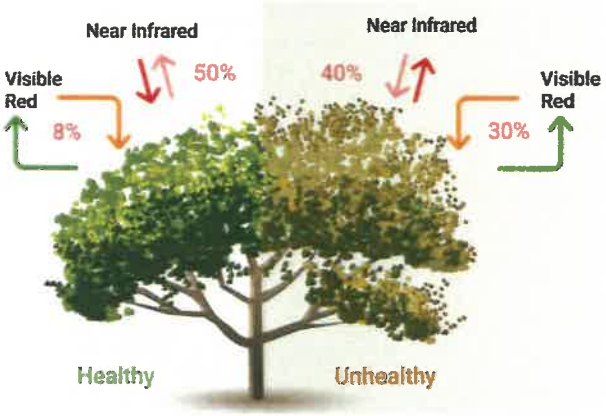
With the tools in Juniper Mapping, we can create community specific annotation reports. These reports provide documentation and improved accuracy on palm counts, valve locations, square footage on sod projects & much more!

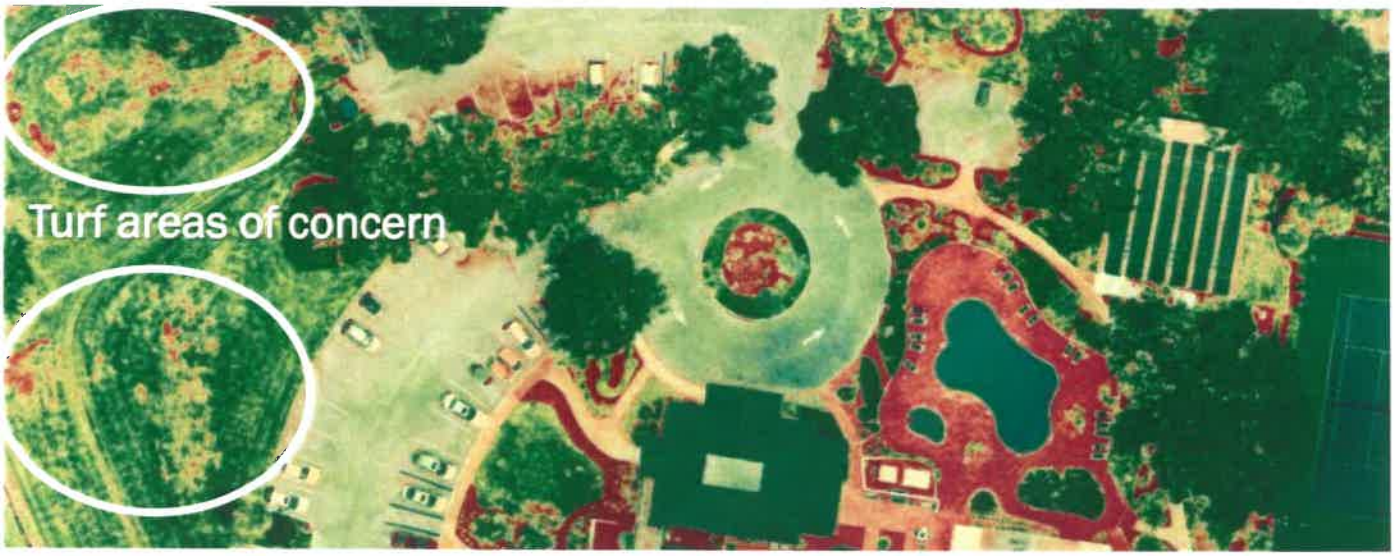
PROPOSAL

JUNIPER MAPPING

TOOLS

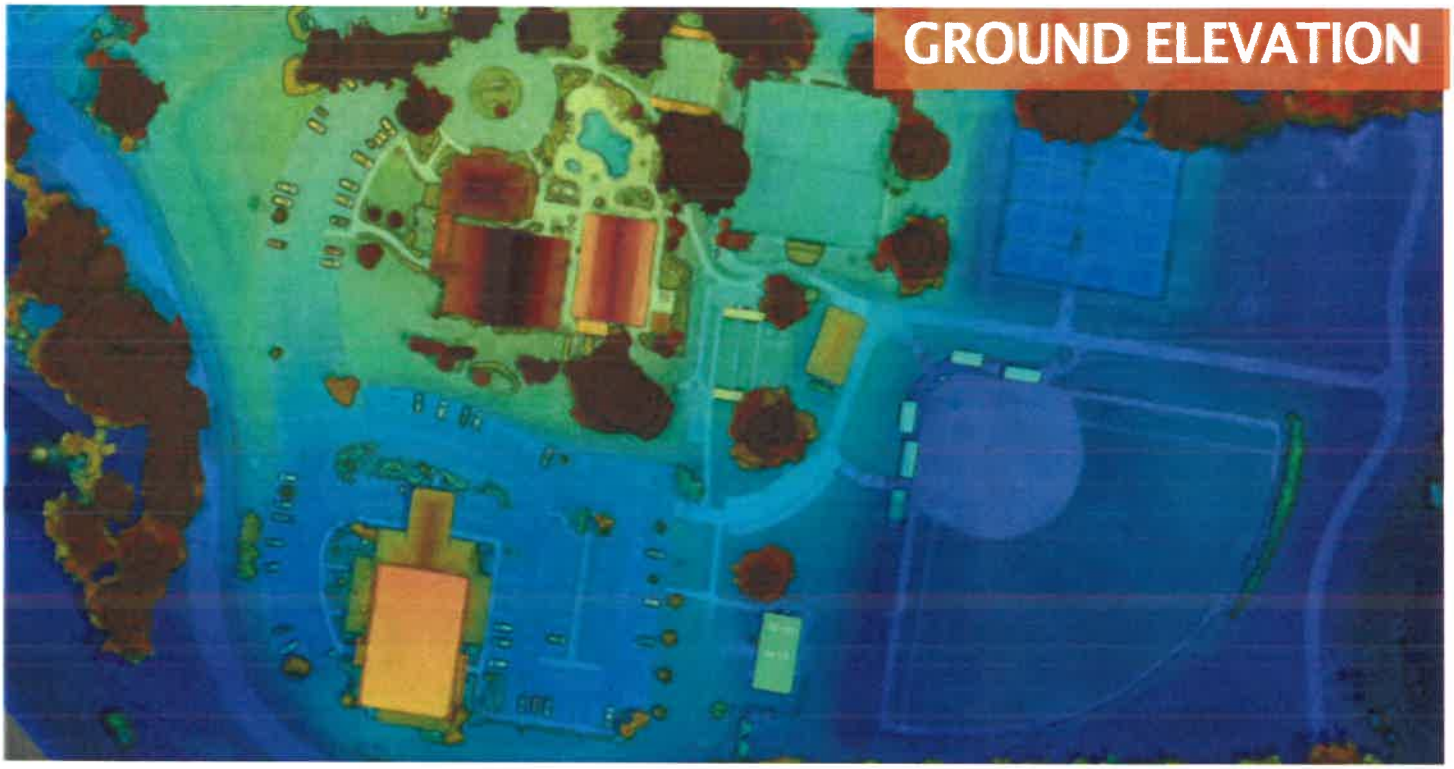
Healthy vegetation reflects more of certain types of light than unhealthy vegetation. Juniper Mapping creates a map that highlights differences within your area of interest.
This tool allows us to quickly identify areas of concern at start-up to begin treatments and track progress.



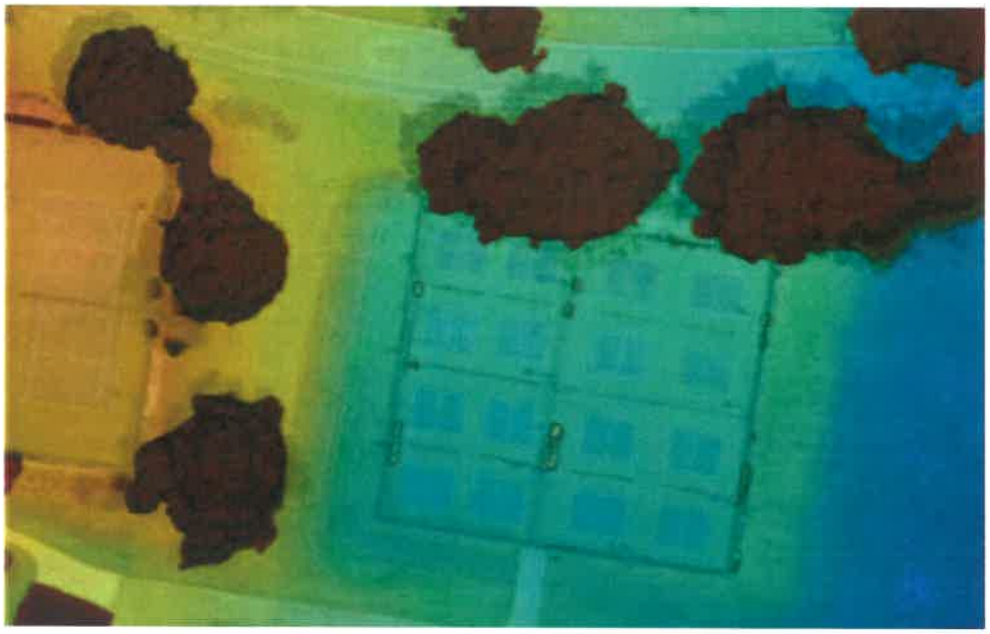


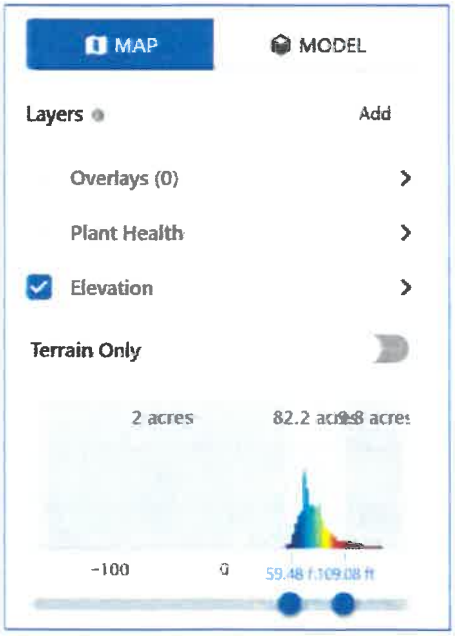
JUNIPER MAPPING

TOOLS



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

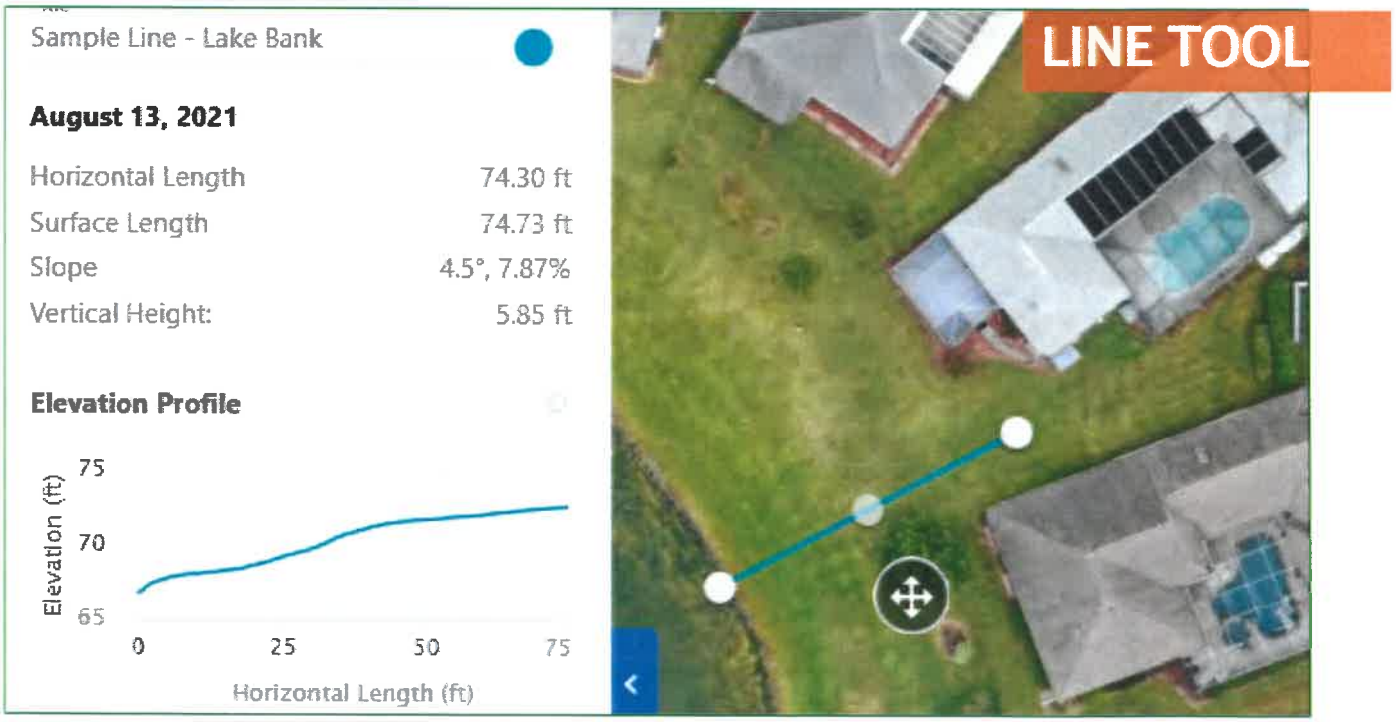




JUNIPER MAPPING

TOOLS

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



JUNIPER MAPPING
TOOLS

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

The Count Tool makes creating an inventory of anything easy.

LANDSCAPE MAINTENANCE

JUNIPER HAS BEEN EXCEEDING INDUSTRY STANDARDS IN THE AREA OF QUALITY AND DEPENDABILITY IN FLORIDA SINCE 2001

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

LANDSCAPE INSTALLATION

OUR DESIGN & INSTALLATION TEAMS MAKE AN AWARD-WINNING COMBINATION!

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

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

LANDSCAPE IRRIGATION

STATE LICENSED IRRIGATION CONTRACTOR

What is a certified irrigation specialty contractor's license?

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

WATER MANAGEMENT

Our industry experts can help guide you on the most effective way to use your water resources.

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

LANDSCAPE IRRIGATION

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

MAINTENANCE

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

INSTALLATION

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

LANDSCAPE HORTICULTURE

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

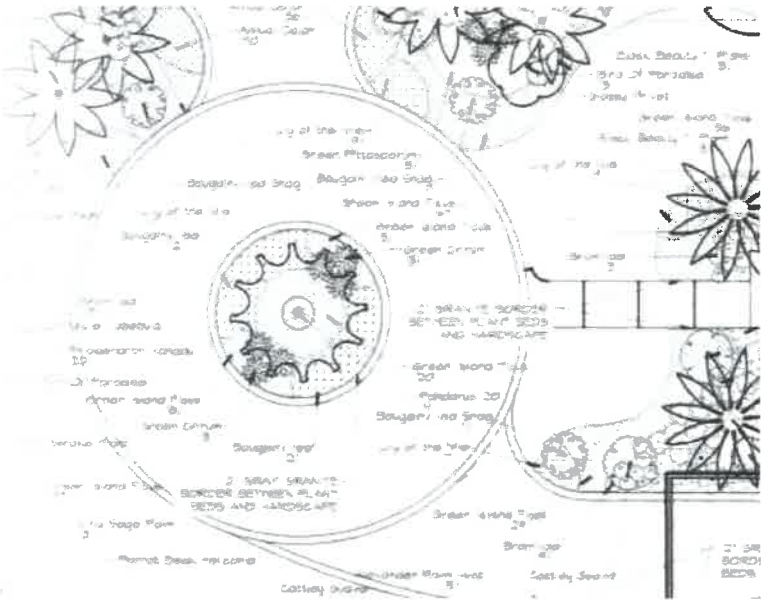
LANDSCAPE ARCHITECTURE

COMPLETE LANDSCAPE ARCHITECTURE & DESIGN SERVICES

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

JUNIPER DESIGN TEAM

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

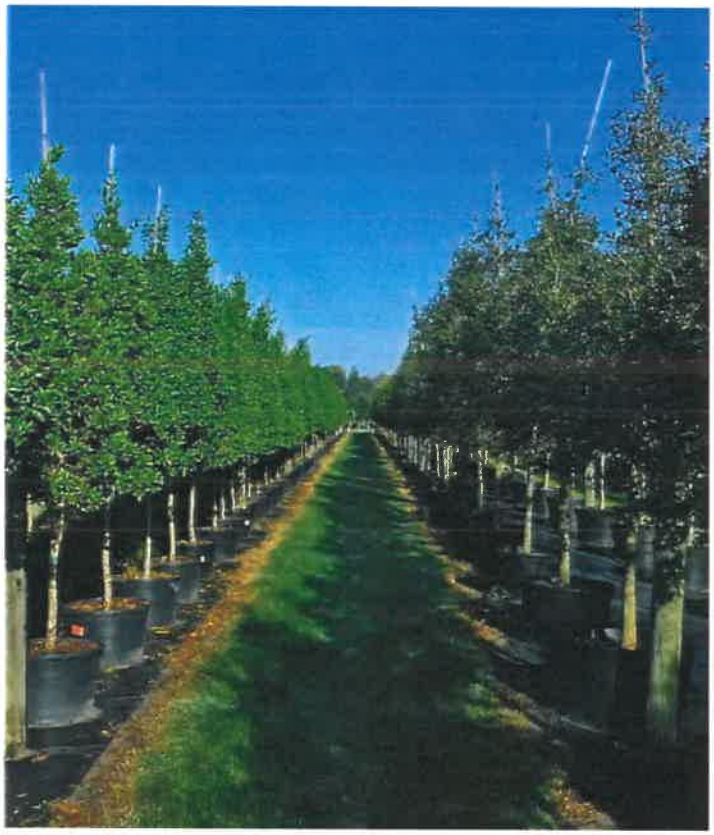


NURSERY & TREE FARM

We know it because we grow it!

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

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



FNGLA
FLORIDA NURSERY, GROWERS AND LANDSCAPE ASSOCIATION
Leading Florida's Green Industry

ARBORICULTURE

CERTIFIED ARBORIST
ISA

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

WHY HIRE AN ARBORIST?

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

STORM RESPONSE

RESOURCES WHEN YOU NEED THEM MOST!

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

COMPANY RESOURCES

- 1,800+ team members statewide
- 17 locations throughout Florida
- 10,000+ gallons of onsite fuel
- 300+ trucks in our fleet
- ISA Certified Arborists
- Landscape Designers & Architects
- Teams throughout Florida
- Extensive supply of heavy equipment

AWARD WINNING LANDSCAPES

EXCEEDING INDUSTRY STANDARDS!

PINNACLE AWARDS

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

SAND DOLLAR AWARDS

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

AURORA AWARDS

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

SUMMIT AWARDS

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

SAFETY & TRAINING

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

Initial Hire Program

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

Safety Training Program

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

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

CERTIFICATIONS & LICENSES

OUR QUALIFIED TEAM

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

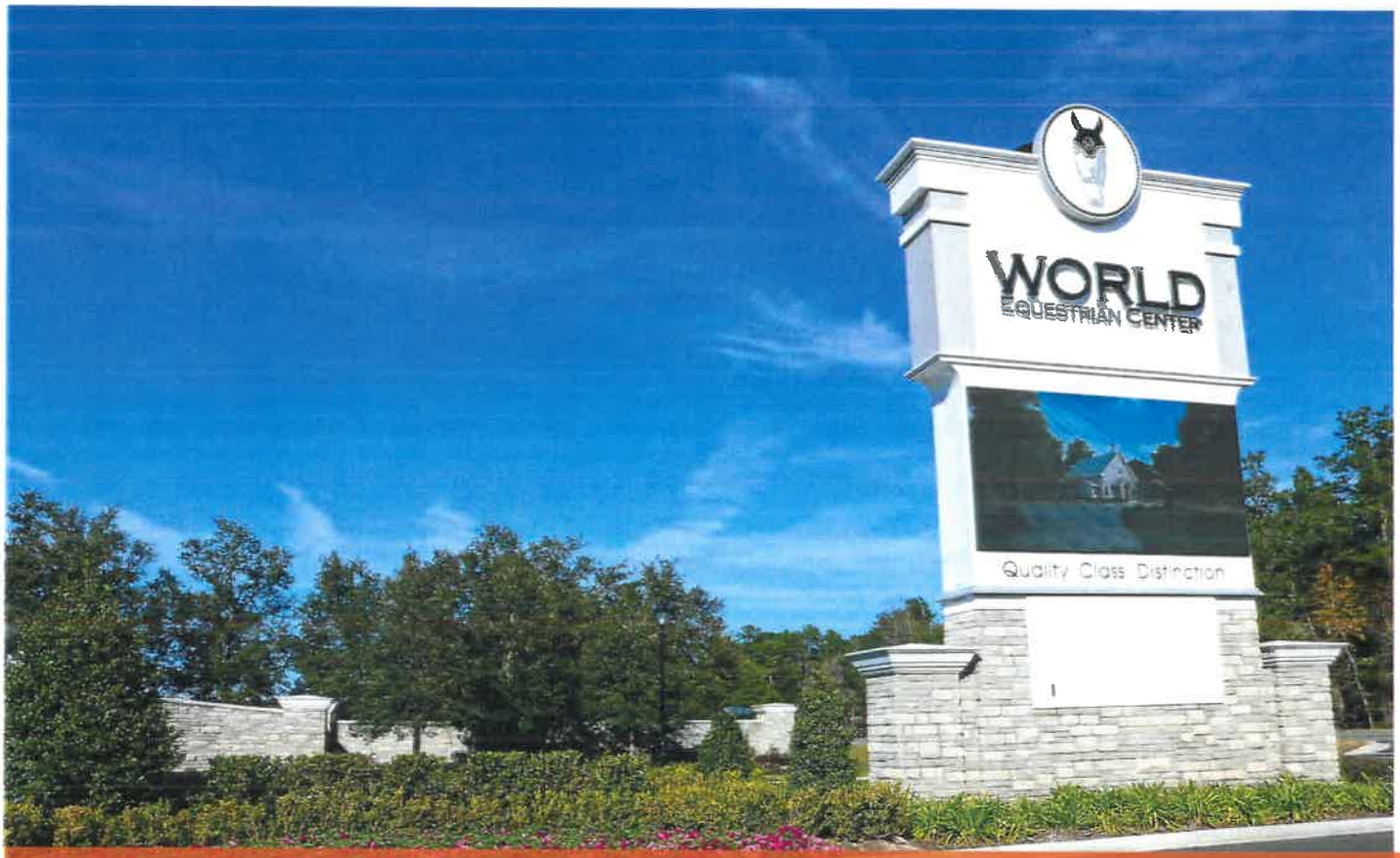
CERTIFICATIONS & LICENSES

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

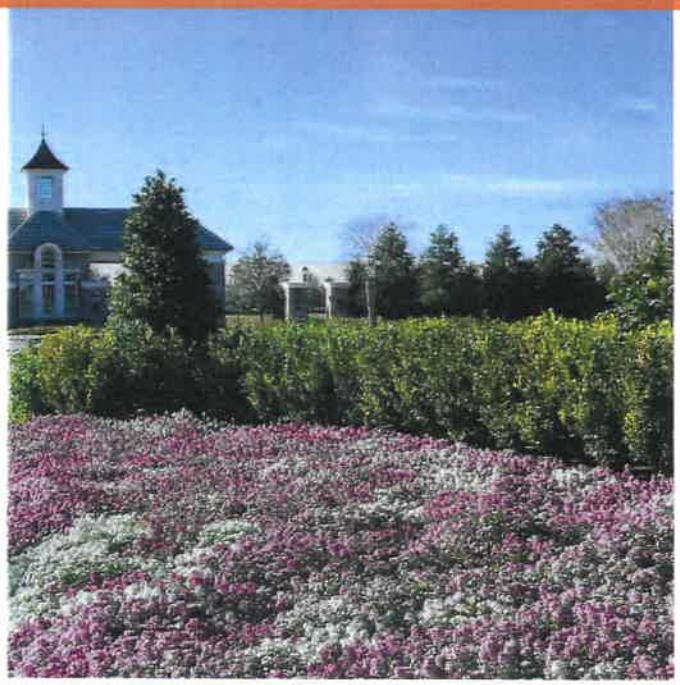
PORTFOLIO: ST. CLOUD

TWIN LAKES

PORTFOLIO: OCALA



WORLD EQUESTRIAN CENTER



DESIGN SAMPLES

COMPUTER RENDERINGS

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Orange

Before me, the undersigned authority, appeared the affiant, _Matthew Shelton_, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _Branch Manager_____ for ___Juniper ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1 dated 6/7/24

Addendum No._____ dated _____

Addendum No._____ dated _____

Addendum No._____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 11TH day of JUNE, 2024.

Proposer: Juniper Landscaping of Florida__
By: _____ Title:__Branch Manager__

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 11 day of June, 2024, by Shelton, Matthew of Minneola FL, who is ☐ personally known to me or ☑ who has produced FL driver license as identification, and ☑ did or ☐ did not take the oath.

KIMBERLY HAREWOOD
Notary Public
State of Florida
Comm# HH486353
Expires 1/29/2028

Notary Public, State of Florida
Print Name: Kimberly Harewood
Commission No.: HH486353
My Commission Expires: 1/29/2028

Windward Community Development District

Addendum #1
Windward CDD RFP 2024
Landscape Maintenance Services

June 7, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

CLARIFICATIONS/QUESTIONS:

Q1: How many mow cycles should we propose for this bid?

A1: Propose 42 mow cycles.

Q2: II.6. Familiarity With the Project: In regards to the "as is" condition of acceptance, will a remediation priced as a one-time additional billable service be permitted if the conditions of the site are not up to the standard expected by the CDD? Who will be responsible for this remediation?

A2: A one time service proposal for elements that the proposer believes need immediate remediation can be provided by the proposer at any time. The expectation is that the proposers service over time will improve the site conditions to a satisfactory state. Fair consideration for current conditions and the time it takes to accomplish these changes will be considered.

Q3: Is the current condition of the site up to the standard expected by the CDD?

A3: No. The site has much needed improvement at this time.

Windward Community Development District

Q4: II.15.J: Will the certificate of insurance required Windward CDD to be listed as additional insured?

A4: Yes.

Q5: II.20. Mandatory and Permissive Requirements: The requirement that bidders attend the Mandatory Pre-Proposal Meeting conflicts with prior information that there is no mandatory pre-proposal meeting for this bid. Please confirm.

A5: There was no Pre-bid meeting therefore no mandatory attendance.

Q6: If the open site visit period serves as a mandatory pre-bid for this bid, please provide a list of bidders who have conducted site visits during this period.

A6: There was no mandatory pre-bid meeting of any kind. The information of what bidders provided proposals for the site for this RFP will be available after the bids are opened.

Q7: Windward CDD Landscape Fee Summary: Will per-application mulch amounts in square yards be required in the fields for which these applications will be performed (i.e. columns "May" and "Nov" in row "BED DRESSING – Estimate mulch yds")

A7: Mulch is to be proposed in cubic yards. Yes the fee summary requires bidders to propose how many yards will be used per application.

Q8: Windward CDD Landscape Fee Summary: Does the requested mulch yards estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A8: Cubic Yards.

Q9: Windward CDD Landscape Fee Summary: Palm pruning is listed as an "Extra Service" alongside annual changes and mulch, while previously only annual changes and mulch were to be considered extra services. Please verify that palm pruning will be considered an extra service not to be included in the base contract amount.

A9: Palm pruning is labeled under the "Extra Services". The contract can be written to include Extra services or not. That is at the board's discretion, but all bidders must include numbers for these services.

Q10: Scope of Services.Clarification.3: Do the yards of mulch provided in the CDD's estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A10: Cubic yards.

Q11: Scope of Services.Clarification.4: The CDD estimates 1200 annuals to be changed per rotation. However, in the Landscape Fee Summary, a note indicates that there are "None at this time". Please clarify these conflicting notes.

A11: "None at this time" is an error. The bid is for 1200 estimated annuals.

Windward Community Development District

Q12: Scope of Services.Clarification.5: How many bags are required to be stocked per dog station?

A12: The intent is that the stations remain stocked at all times. Each station has different levels of usage. The bidder will have to estimate bag quantity to stock each week during their service of the stations.

Q13: Scope of Services.Clarification.5: Are bag rolls or bag boxes preferred for dog stations? Which size for each?

A13: The final decision will be left up to the bidder as long as the stations are user friendly and remain stocked. Please review onsite stations for what is currently used.

Q14: Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.

A14: This is defined in the Staffing section under General Services- Component "A" of the scope.

Q15: Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated? Is there any other unirrigated turf on the site outside of pond areas and banks?

A15: All pond banks are unirrigated. There are some other unirrigated spaces. The vendor will need to perform a site review for clarification. Only pond banks pertain to the 32 times annual mow schedule.

Q16: Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".

A16: Focal = Relating to the center or main points of interest. This includes entry monuments, annual beds, etc.

Q17: Landscape Scope of Work.General Services.Detailing: "A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations." This conflicts with prior information stating that detailing will occur once every three weeks, or approximately 17 times per year. Please clarify these conflicting notes.

A17: The property should be divided into thirds and a portion done each week. This requires a visit each week for 52 weeks annually.

Windward Community Development District

Q18: Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.

A18: Please refer to the scope and any best recommended practices the bidder uses for these services. This is something that can change based on weather conditions or bloom cycles.

Q19: Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.

A19: Trash should be removed from all service areas when they are being serviced. At a base level that is whenever an area is mowed, and yes when an area is detailed every three weeks. Additional trash pickup may be required in some areas at management request.

Q20: Please provide a breakdown of St. Augustine, Bahia, and Zoysia turf areas.

A20: The service map provided should be used to generate the bid. Bidders are responsible to review the site and determine turf locations throughout the site. The CDD will not provide that information for this bid. The CDD does not have this information readily available.

Q21: Turf Care Program, Bahia – Where Applicable (Irrigated areas only): Please define irrigated areas as they pertain to Bahia turf. Will only irrigated Bahia receive chemical applications, or are irrigated areas synonymous with Bahia areas?

A21: Irrigated areas as they pertain to Bahia turf would be any Bahia turf area that received irrigation. Yes, only irrigated Bahia areas will receive chemical applications.

Q22: Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.

A22: None at this time.

Q23: Please provide an irrigation zone count.

A23: The CDD does not have a count of exact irrigation zone quantities. Bidders are expected to provide their best estimate based on a review of the property. An exact count of the zones is not necessary to provide a bid.

Q24: Irrigation Maintenance.Frequency of Service: Will material costs for all repairs, including those under $500, be considered an additional billable service beyond the hourly irrigation repair rate provided?

A24: Yes. Please refer to Component D for items included in the inspection and those that are extra billable services.

Q25: Please confirm that only areas outlined in pink on the provided map will be included under this bid.

A25: That is correct.

Windward Community Development District

Q26: Please provide current contract.

A26: The current contract is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking the current contract is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q27: Please provide previous bid tab.

A27: The previous bid tab is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking district records is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q28: Please provide the name of current service provider.

A28: The property is currently serviced by Juniper.

Q29: Do additional fee summary schedules need to be copied and filled for all 5 years of pricing?

A29: No. Please provide a fee summary for the first year and list the additional years inside the bid packet where allocated.

Q30: Is there a maximum allowable annual increase in pricing between years?

A30: No. There are no parameters or restrictions on increases. Of course any annual increases will be reviewed by the board and is subject to board approval

Windward Community Development District

Please sign and return with your bid packet. Attach this form to your bids.

NAME OF FIRM:

Juniper Landscaping of Florida

SIGNATURE:

DATE: June 10, 2024

V. PROPOSAL FORMS

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before June 12, 2024 at 11:00am (EST)

TO: Windward Community Development District

FROM: ___Juniper Landscaping of Florida_____
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Windward Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, __Matthew Shelton REPRESENTING _Juiper Landscaping of Florida Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/ specifications at the following prices:

I. Contract Proposal Amount: $ $141,520.00
(Please provide an average of all five years of pricing)

Annual Total, Year 1: $ $133,106.00

Annual Total, Year 2: $ $137,130.00

Annual Total, Year 3: $ $141,370.00

Annual Total, Year 4: $ $145,745.00

Annual Total, Year 5: $ $150,250.00

II. Proposer Information

NAME OF PROPOSER: Juniper Landscaping of Florida

ADDRESS: 4000 Avalon Road Winter Garden, Florida 34787

PHONE: 407 407 752-7843 FAX: _____

SIGNATURE: _____

PRINTED NAME: Matthew Shelton

TITLE: Branch Manager

DATE: 6/7/24

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Juniper Landscaping of Florida

Street Address 4000 Avalon Road

P. O. Box (if any) _____

City Winter Garden State Florida Zip Code 34787

Telephone 407 752-7843 Fax no. _____

1st Contact Name Matthew Shelton Title Branch Manager

2nd Contact Name Josh Burton Title Regional Director

Parent Company Name (if any) Same as above

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: Corporation
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date 2/6/2009

Is the Proposer in good standing with that State? Yes X No ___

If no, please explain _____

_____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes X No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	$ 2,000,000
Automobile Liability	$ 2,000,000
Workers Compensation	$ 1,000,000
Expiration Date	7/1/24

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Florida State License 26-4242641

State of Florida Pest Control License JB 311476

Best Management Practices (BMP Certified)

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 4000 Avalon Road

P. O. Box (if any) _____

City Winter Garden State Florida Zip Code 34787

Telephone 407 407 752-7843 Fax no. _____

1st Contact Name Matthew Shelton Title Branch Manager

2nd Contact Name Josh Burton Title Region Director

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

__**__ Supervisors, who will be onsite ___ days per week;
2 Technical personnel, who will be onsite 1 days per week and
7 Laborers, who will be onsite 4 days per week.

**Note: 3 Supervisors 4 days per week and 3 Supervisors 1 day per week

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes* X *No* ___ *If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: Justin Watkins

Position / Certifications: Regional Agronomy Manager Pest Control Operator

Duties / Responsibilities: Overees Fertilization & Disease & Pest Program

% of Time to Be Dedicated to This Project: 20 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Twin Lakes HOA & Live Oak CDD

Contact: Sam Ramirez Contact Phone: 407 556-3903

Project Type/Description: Similar to Four Seasons & Winward

Duties / Responsibilities: Agronomy Program

Dollar Amount of Contract: $1,000,000+

Proposer's Scope of Services for Project: Full Service Landscape Maintenance

Dates Serviced: Ongoing

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No X For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

  E-verify all employees

  Background checks on managers

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: Juniper Landscaping of Florida

DATE: 6/10/24

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Brandon Duke	CEO	Oversees all company operations	Ft. Myers, Florida
Dan deMont	CRO	Oversees company sales team	Ft. Myers, Florida
Jake Rubin	COO	Oversees Operations	Tampa, Florida
Stacie Trace	CHRO	Oversees Human Resources	Ft. Myers, Florida
FOR PARENT COMPANY (if applicable)			
Not applicable			

SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Juniper Landscaping of Florida

DATE: 6/10/2024

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Josh Burton	Regional Director	Oversees Customer Satisfaction	Winter Garden	1 Day per month	5	23
Matthew Shelton	Branch Manager	Customer Relationship Scope of work	Winter Garden	1 Day per week	4	9
Sabrina Locklear	Account Manager	Crew management	Winter Garden	100% dedicated to Windward CDD	13	23
Josh Ballard	Irrigation Manager	Oversees irrigation system	Winter Garden	15% / 1 Day per week	2	20
Justin Watkins	Agronomic Manager	Oversees Agronomy program	Winter Garden	10% / 1 Day every other week	5	15

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Juniper Landscaping of Florida LLC

DATE: 6/10/2024

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
1	2021 F250 Crew Cab - mow crew	2 - Windward CDD and Four Seasons HOA	Winter Garden
1	26FT Enclosed Trailer - mow crew	2 - Windward CDD and Four Seasons HOA	Winter Garden
1	2020 Crew Cab Dump Truck - detail crew	2 - Windward CDD and Four Seasons HOA	Winter Garden
1	2021 Ford Ranger - account manager	2 - Windward CDD and Four Seasons HOA	Winter Garden
1	2021 Ford Trasit - irrigation technician	2 - Windward CDD and Four Seasons HOA	Winter Garden
1	2019 Isuzu NPR - agronomy spray truck	12 jobsites	Winter Garden
1	61" wright stander	2 - Windward CDD and Four Seasons HOA	Winter Garden
2	52" wright stander	2 - Windward CDD and Four Seasons HOA	Winter Garden
1	72" wright stander	2 - Windward CDD and Four Seasons HOA	Winter Garden
12	3 weedeaters/3 edgers/3 blowers/3 trimmers	2 - Windward CDD and Four Seasons HOA	Winter Garden

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
  Yes X *No* ___
  If yes, please provide the following information for each project (attach additional sheets if necessary):

  Project Name/Location: Live Oak Lake CDD

  Contact: Sam Ramirez Contact Phone: 407 556-3903

  Project Type/Description: CDD

  Dollar Amount of Contract: $260,062.00

  Scope of Services for Project: Full Service Landscape Maintenance

  Dates Serviced: on going

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

  2023 = $7,800,000

  2022 = $7,000,000

  2021 = $5,900,000

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

  Project Name/Location: Village Walk at Lake Nona

  Contact: Eliott Aleman Contact Phone: 786 213-5696

  Project Type/Description: HOA and large Common Areas

  Dollar Amount of Contract: $3,000,000+

  How was the project similar to this project? Full service maintenance contract with homes and CDD

  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Full Service Landscape Maintenance

List of equipment used on site: Same as this project

List of subcontractors used: None

Is this a current contract? Yes X No ___

Duration of contract: 3 years

- *(Information regarding similar projects – continued)*

Project Name/Location: Heritage Isle CDD

Contact: Ken Walter Contact Phone: 703 475-1913

Project Type/Description: CDD

Dollar Amount of Contract: $350,000+

How was the project similar to this project? Large home community with CDD which is full service maintenance

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Full Service Landscape Maintenance

List of equipment used on site: Similar to Windward CDD

List of subcontractors used: None

Is this a current contract? Yes X No ___

Duration of contract: 2 years

- *(Information regarding similar projects – continued)* Project Name/Location: Beaumont CDD & Homes

  Contact: Tammy Collins Contact Phone: 860 997-9030

- Project Type/Description: CDD & HOA

  Dollar Amount of Contract: $500,000+

  How was the project similar to this project? Full service maintenance contract

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Full Service maintenance

List of equipment used on site: Similar to this project

List of subcontractors used: None

Is this a current contract? Yes x No ___

Duration of contract: 3 years

- *(Information regarding similar projects – continued)*

Project Name/Location: Lakeside Landings Master & Neighborhoods

Contact: Denise Palek Contact Phone: 609 435-4199

Project Type/Description: HOA community

Dollar Amount of Contract: $500,000+

How was the project similar to this project? Full Service Landscape Maintenance

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Full Service Landscape Maintenance

List of equipment used on site: Similar to this project

List of subcontractors used: None

Is this a current contract? Yes x No ___

Duration of contract: 1 year

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes x No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Please note that Juniper has a 86% retention rate; the average industry retention rate is 80-85%

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

Reason for Termination: _____

_____

_____

_____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No x*

  If yes, please describe each violation, fine, and resolution _____

  _____

  What is the Proposer's current worker compensation rating? 1.1

  Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No x

  If yes, please describe each incident _____

  _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
  Yes ___ No x If yes, please provide:

  The names of the entities _____

  The state(s) where barred or suspended _____

  The period(s) of debarment or suspension _____

  Also, please explain the basis for any bar or suspension:

  _____

  _____

  _____

  _____

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

  None

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

  None

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (x) If yes, provide the following:*

  Identify the Case # and Tribunal:_____

  Describe the Nature of the Action:_____

  Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (x) If yes, please explain:*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (x) If yes, please explain:*

PROPOSAL FORM
PART IV - PRICING

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the "Pricing Form"). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

Windward Community Development District Landscape Fee Summary

Contractor: Juniper Landscaping of Florida, LLC

Address: 4000 Avalon Road, Winter Garden, FL 34787

Phone: 407 752-7843
Fax: NA
Contact: Matthew Shelton
Email: Mathew.shelton@juniperlandscaping.com

Property: Windward Community Development District

Address: 219 E. Livingston St.
Orlando, Florida, 32801
Phone:

Contact:
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A) - Mowing/Detailing	9,338	9,338	9,338	9,338	9,338	9,338	9,338	9,338	9,338	9,338	9,338	9,338	$112,056
TURF CARE (Component B) Bahia/St Augustine/Zoysia	210	210	2,014	2,014	2,014	210	210	210	2,014	2,014	210	210	$11,540
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching	50	50	1,090	50	50	50	1,090	50	50	50	50	1,090	$3,720
IRRIGATION MAINT. (Component D)	475	475	475	475	475	475	475	475	475	475	475	475	$5,700
ANNUAL CHANGES (Component E.1)	3,600			3,600			3,600			3,600			$14,400
Per Annual Pricing:	1,200			1,200			1,200			1,200			
BED DRESSING - Estimate mulch yds (Component E.2)					19,500						19,500		$39,000
Per Yard Pricing					65 per yd						65 per yd		
PALM TRIMMING 2x Per Year (Component E.3) *Per Palm Price:*						8,840						8,840	$17,680
Palm counts:						221						221	
TOTAL FEE PER MONTH:	$13,673	$10,073	$12,917	$15,477	$31,377	$18,913	$14,713	$10,073	$11,877	$15,477	$29,573	$19,953	$204,096
Flat Fee Schedule	$17,008	$17,008	$17,008	$17,008	$17,008	$17,008	$17,008	$17,008	$17,008	$17,008	$17,008	$17,008	$204,096

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$133,016
Extra Services Annual Changes, Palm Pruning, Mulch	$71,080
TOTAL	$204,096.00

Initials_____ _____

PROPOSAL FORM
SIGNATURE PAGE

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

Dated this 11TH day of June, 2024.

Proposer: Juniper Landscaping of Florida
By: [signature]
Title: Branch Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 11 day of June, 2024, by Shelton, Matthew of Minneola FL, who is ☐ personally known to me or ☐ who has produced FL driver license as identification, and ☑ did or ☐ did not take the oath.

KIMBERLY HAREWOOD
Notary Public
State of Florida
Comm# HH486353
Expires 1/29/2028

[signature]
Notary Public, State of Florida
Print Name: Kimberly Harewood
Commission No.: HH486353
My Commission Expires: 1/29/2028

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: Juniper Landscaping of Florida

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

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

Signature of Authorized Signatory of Proposer

Sworn before me on June 11, 2024

Notary Public Signature

Notary Stamp

KIMBERLY HAREWOOD
Notary Public
State of Florida
Comm# HH486353
Expires 1/29/2028

Matthew Shelton
808 Shore Breeze Way
Minneola, FL 34715
443-960-0969

Objective: Looking to obtain a management position, where I can utilize and experience and people skills, to generate profits and increase customer satisfaction.

Software Skills:

- -ADP-VAuto-Microsoft Office-CDK-DealerTrack-Reynolds-Route One -DealerSocket-eLeads-AutoAlert-Carfax-OVE-IRecon-Aspire-Paycom-Pestpac

Juniper Landscaping – Account Manager / Enhancement Manager
Winter Garden, FL – June 2023 to Present
- Managed 1.8 million dollar book of business
- Turned around several negative relationships resulting in renewed contracts
- Assist Branch Manager with Day to Day operations

Kia of Clermont – Lane Manager
Clermont, FL - May 2022 to June 2023
- Narrowed scope of vehicle issues based on customer descriptions
- Able to communicate vehicle issues with Service Staff
- Resolve customer complaints and concerns
- Communicate technician recommendations to customer

Luv A Lawn - Branch Manager
Winter Garden, FL June 2020 to May 2022
- Managed Chemical Inventory
- Managed P&L
- Grew from 1.6 million dollar branch to 3.4 million
- Managed Routing and Scheduling

Century CDJR - General Manager
Mount Airy, MD - November 2018 to June 2020
- Manage Day to Day operations of the entire Dealership (variable and fixed ops).
- Set Monthly and Annual Forecast goals.
- Manage inventory including, but not limited to, Ordering Vehicles.
- Train Sales Staff on Product Knowledge and Sales Processes.
- Funding of deals with financial institutions.
- Developed Marketing and Advertising Strategies
- Followed market trends for used-car pricing

- Conduct daily sales meetings with all staff.
- Managed Staff of 61 Employees

Napleton CDJR – Sales Manager
Clermont, FL - February 2018 to October 2018
- Assist Sales Staff with day to day work plans.
- Speak with all prospects in the showroom. Floor Management.
- Communicate to all unsold prospects and incoming Internet Leads.
- Funding of Deals with all financial institutions.
- Maintain Gross PVR set by General Manager.
- Train Sales Staff on Product Knowledge and Sales processes.
- Managed over 30 sales staff

Titusville CDJR – General Sales Manager
Titusville, FL August 2017 to February 2018
- Manage Day to Day operations of the entire Sales Department.
- Set Monthly and Annual Forecast.
- Manage inventory including but not limited to Ordering Vehicles.
- Train Sales Staff on Product Knowledge and Sales Process.
- Funding of deals with Financial institutions.
- Managed 10 sales staff, 3 managers

Napleton CDJR – Sales Consultant / Sales Manager
Clermont, FL - August 2016 to August 2017
- New and pre-owned auto sales
- Create relationships with potential customers
- Strategic negotiations with customers
- Maintain communications with Current and potential customers.
- Promoted to sales manager. Closing deals and assisting sales staff on the floor.

Heron Home & Outdoor - Sales Manager
Apopka, FL - December 2013 to July 2016
- Discussed current leads with Sales Consultants
- Defined work plans for all Service Consultants
- Set rate card pricing for all types of services
- Defined sales territories
- Responded to all customer concerns and provided problem resolutions

Al Packers White Marsh Ford – Sales Consultant / Sales Manager
Baltimore, Md - August 2011 to December 2013

Hi Lo Auto Sales – Sales Consultant
Mt Airy, MD - October 2010 to August 2011

Education: Apopka High School - 2010

Sabrina Locklear

Deltona, FL 32738
locklearlandscaping@gmail.com
+1 910 364 8235

Authorized to work in the US for any employer

Work Experience

Maintenance Division Manager

Sun State Nursery & Landscape, Inc.-Jacksonville, FL
March 2023 to June 2023

• Performance & Quality
1. Setting performance standards for emplovees
2. Estimating jobs
3. Developing long-term relationships and exceptional client communication:
Sales
1. Working with the Business Developer to ensure goals are met or exceeded
2. Identifyingprospects
3. Preparing, presenting bids and closing bids
• Operations:
A. Setting up the horticultural program for the company and directing the spray tech.
B. Setting up the company seasonal schedules for maintenance crews, spraytech and irrigation Tech.
C. Checking on properties weekly for quality and timely work
D. Guiding the training and development of team members.
E. Performing monthly walkthroughs with the clients.
F. Managing properties within bid budgets
G. Following up with property managers for yearly increase.
• Safety:
.1 Implementing methods to improve workplace safety and ensure a stellar safety record

Caregiver

N/A-Pembroke, NC
October 2017 to January 2023

Primary caregiver for terminally ill mother until her passing January 9th 2023.

Owner

Locklear's Lawn-Saint Petersburg, FL
February 2012 to October 2018

My responsibilities and job description were similar to my position with Green Thumb Lawn & Landscape with the exception of owning the company. Assessed requests for project changes to consider their effects on budget, quality, deadline, and risk.
• Attended leadership seminars and led team-building workshops to increase unity and productivity.
• Conducted performance reviews for all staff and crew members.
• Developed accurate cost estimates to help clients create projects within their budgets.

• Hired and trained new employees and set wages.
• Provided property status to clients through written reports, meeting minutes, and other forms of communication.
• Maintained relationship with all clients to secure continuing business.
• Monitored employee performance to determine areas of success and improvement.
• Reviewed plans, contracts, and other documents to ensure accuracy, clarity, and quality.
• Scheduled subcontractors and created their assignment requirements.
• Creating monthly goals, tracked progress, and reported to company owner.

Lawn & Landscape Operations Manager

Green Thumb Lawn & Lanadscape Management-Sarasota, FL
May 2001 to January 2012

• Accepted and processed customer payments in cash, credit cards and checks, checking for validity.
• Acknowledged customer issues and resolved their problems quickly and efficiently.
• Provided potential and existing clients with proposals to enhance their landscape to include lawn & landscape maintenance, landscape design, irrigation repairs/installs, plant replacement, ground cover (mulch, gravel, pine straw etc.), tree removal /replacement, drainage repairs/solutions, retaining walls, patio/driveway pavers, sod & artificial turf installation, landscape lighting, landscape boulders/statues etc.
• Performed property inspection/quality control for all contracted customers.
• Created daily work schedules, inventory/supply tracking and ordering.
• Obtained certificates for turf/shrub fertilization, round up application, lawn & landscape maintenance.
• Provided ongoing safety and job training classes for all employees.
• Interviewed potential employees.
• Performed employee counseling.
• Identifying and correcting turf/plant problems.
• Worked with crew when short staffed.
• Performed maintenance & repairs on trucks, trailers and equipment.
• Purchasing additional equipment with growth of company

Education

Butler High School - Huntsville, AL
May 1994

Skills

- Microsoft Office
- Organizational skills
- Time management
- Microsoft Excel
- Account management
- Sales
- Salesforce
- Negotiation

- Leadership
- Project management
- Budgeting
- Customer service
- Interviewing
- Horticulture
- Microsoft Word
- Microsoft Outlook
- Employee orientation
- Customer relationship management
- Human resources
- Landscaping
- Construction
- Heavy lifting
- Team management
- Supervising experience
- Google Docs
- Hospitality
- Profit & loss
- Product demos
- Quality control
- Windows
- Procurement
- Cash handling
- Operations management
- Landscape maintenance
- Management
- Irrigation
- Bilingual
- Spanish
- English
- Production management
- Relationship management
- Cash register
- Pricing
- Inventory control
- Inventory management
- Communication skills
- Mechanical knowledge
- Pool cleaning

- Outdoor work
- Military
- Electrical wiring
- Equipment repair
- Plumbing
- Pool maintenance
- Electrical experience
- Hand tools
- Power tools
- Electrical systems

Certifications and Licenses

Driver's License

Pesticide Applicator's License

First Aid Certification

Pest Control License

Juniper Landscaping Holdings, LLC and Subsidiaries
(A Limited Liability Company)

Consolidated Balance Sheets
December 31, 2022 and 2021

	2022	2021
Assets		
Current assets:		
Cash	$ 5,962,563	$ 8,322,389
Accounts and other receivables, net	22,546,107	13,315,180
Contract assets	1,185,084	1,225,871
Costs and estimated earnings in excess of billings on contracts	3,840,005	2,623,916
Inventories	1,661,366	1,488,243
Prepaid expenses and other current assets	1,236,701	2,521,710
Total current assets	36,431,826	29,497,309
Property and equipment, net	29,222,081	29,567,363
Operating lease right of use asset, net	7,561,067	-
Finance lease right of use asset, net	327,632	-
Goodwill, net	164,473,179	167,766,065
Tradename, net	14,041,699	14,739,715
Note receivable	646,095	-
Deposits	346,362	139,293
Total assets	$ 253,049,941	$ 241,709,745
Liabilities and Members' Equity		
Current liabilities:		
Accounts payable and accrued liabilities	$ 16,165,013	$ 10,959,069
Current maturities of installment notes payable	3,339,770	2,228,570
Current maturities of long-term debt	957,000	957,000
Billings in excess of costs and estimated earnings on contracts	1,140,006	558,483
Current maturities of contingent consideration	-	549,077
Income taxes payable	3,245	97,377
Short-term operating lease liability	844,755	-
Short-term finance lease liability	120,629	-
Deferred revenues	1,067,974	1,144,847
Total current liabilities	23,638,392	16,494,423
Line of credit	2,500,000	5,000,000
Deferred income taxes	-	79,663
Contingent consideration, net of current maturities	1,114,050	50,641
Installment notes payable, net of current maturities	7,236,905	3,878,942
Long-term debt, less current maturities and unamortized deferred loan costs	107,808,512	92,115,700
Long-term operating lease liability	6,812,669	-
Long-term finance lease liability	230,656	-
Total liabilities	149,341,184	117,619,369
Commitments and contingencies (Notes 9, 10, 11, 12, 14 and 17)		
Members' equity	103,708,757	124,090,376
Total liabilities and members' equity	$ 253,049,941	$ 241,709,745

See notes to consolidated financial statements.

Juniper Landscaping Holdings, LLC and Subsidiaries
(A Limited Liability Company)

Consolidated Statements of Operations
For the year ended December 31, 2022 (Successor),
for the period from December 30, 2021 through December 31, 2021 (Successor),
and the period from January 1, 2021 through December 29, 2021 (Predecessor)

	Successor		Predecessor
	Year Ended December 31, 2022	Period from December 30, 2021 through December 31, 2021	Period from January 1, 2021 through December 29, 2021
Contract revenues – installation and construction	**$ 49,959,628**	$ 121,604	$ 46,909,109
Landscape maintenance contracts revenue	**116,167,932**	113,151	74,067,582
Total revenues	**166,127,560**	234,755	120,976,691
Cost of contract revenues	**37,167,331**	74,196	32,532,463
Cost of revenues – landscape maintenance contracts	**64,029,853**	62,945	43,681,254
Total cost of revenues	**101,197,184**	137,141	76,213,717
Gross profit	**64,930,376**	97,614	44,762,974
Operating expenses:			
Salaries and wages	**13,571,708**	91,899	10,392,597
Depreciation and amortization	**28,082,157**	149,861	8,636,522
General, administrative and other shop expenses	**37,000,150**	366,579	24,814,568
Total operating expenses	**78,654,015**	608,339	43,843,687
Operating (loss) income	**(13,723,639)**	(510,725)	919,287
Financial expense (income):			
Interest expense	**9,468,672**	41,379	2,482,400
PPP loan forgiveness	**-**	-	(7,636,900)
Total financial expense	**9,468,672**	41,379	(5,154,500)
(Loss)/income before income tax benefit	**(23,192,311)**	(552,104)	6,073,787
Income tax benefit	**(63,794)**	-	(22,353)
Net (loss) income	**$ (23,128,517)**	$ (552,104)	$ 6,096,140

See notes to consolidated financial statements.

Juniper Landscaping Holdings, LLC and Subsidiaries
(A Limited Liability Company)

Consolidated Statements of Changes in Members' Equity
For the year ended December 31, 2022 (Successor),
for the period from December 30, 2021 through December 31, 2021 (Successor),
and the period from January 1, 2021 through December 31, 2021 (Predecessor)

Balance, December 30, 2021 (successor period)	$	-
Application of push down accounting		124,320,473
Capital contributions		322,007
Net loss		(552,104)
Balance, December 31, 2021 (successor period)	$	124,090,376
Equity based compensation		2,746,898
Net loss		(23,128,517)
Balance, December 31, 2022 (successor period)	**$**	**103,708,757**

Balance December 31, 2020 (predecessor period)	$	15,796,299
Net income		6,096,140
Capital contributions		3,706,604
Distributions		(2,535,000)
Balance, December 29, 2021 (predecessor period)	**$**	**23,064,043**

See notes to consolidated financial statements.

Juniper Landscaping Holdings, LLC and Subsidiaries
(A Limited Liability Company)

Consolidated Statements of Cash Flows
For the year ended December 31, 2022 (Successor),
for the period from December 30, 2021 through December 31, 2021 (Successor),
and the period from January 1, 2021 through December 29, 2021 (Predecessor)

	Successor		Predecessor
	Year ended December 31, 2022	Period from December 30, 2021 through December 31, 2021	Period from January 1, 2021 through December 29, 2021
Cash flows from operating activities:			
Net (loss) income	**$ (23,128,517)**	$ (552,104)	$ 6,096,140
Adjustments to reconcile net (loss) income to net cash provided by operating activities:			
Depreciation and amortization	**28,040,220**	149,861	8,636,522
Equity based compensation expense	**2,746,898**	-	-
Amortization of right of use asset operating leases	**1,277,287**	-	-
Amortization of right of use asset finance leases	**41,937**	-	-
Forgiveness of PPP Loan	**-**	-	(7,636,900)
Accrued payment-in-kind interest on subordinated notes payable	**-**	-	479,551
Amortization of deferred loan costs	**649,812**	-	80,997
Loss on disposal of property and equipment	**602,662**	-	(64,083)
Changes in the estimated fair value of contingent consideration	**764,332**	-	(189,524)
Measurment period adjustment	**2,309,046**	-	-
Deferred income taxes	**(79,663)**	-	(130,196)
Changes in operating assets and liabilities:			
(Increase) decrease in:			
Accounts and other receivables, and contract assets	**(8,318,742)**	(89,608)	(1,455,420)
Cost and estimated earnings in excess of billings on contracts	**(1,178,899)**	(8,553)	1,412,736
Inventories	**(156,947)**	(4,960)	(382,498)
Prepaid expenses	**1,285,009**	793,719	(468,417)
Deposits	**(207,069)**	-	-
Increase (decrease) in:			
Accounts payable and accrued liabilities	**5,177,730**	285,833	1,686,306
Billings in excess of costs and earnings on contracts	**581,523**	10,814	(305,611)
Deferred revenues	**(76,873)**	12,308	767,273
Operating lease liabilities	**(1,180,930)**	-	-
Finance lease liabilities	**75,295**	-	-
Other long-term liabilities	**-**	-	(977,266)
Income taxes payable	**(94,132)**	-	(13,521)
Net cash provided by operating activities	**9,129,979**	**597,310**	**7,536,089**
Cash flows from investing activities:			
Business acquisitions, net of cash acquired	**(18,159,136)**	-	(13,138,412)
Purchases of property and equipment	**(2,237,571)**	-	(4,775,169)
Acquisition of Juniper Landscaping Holdings, LLC net of cash acquired	**-**	(90,658,504)	-
Proceeds from disposals of property and equipment	**245,977**	-	197,335
Issuance of note receivable	**(663,917)**	-	-
Collection on note receivable	**17,822**	-	-
Net cash used in investing activities	**(20,796,825)**	(90,658,504)	(17,716,246)

(Continued)

Juniper Landscaping Holdings, LLC and Subsidiaries
(A Limited Liability Company)

Consolidated Statements of Cash Flows (Continued)
For the year ended December 31, 2022 (Successor),
for the period from December 30, 2021 through December 31, 2021 (Successor),
and the period from January 1, 2021 through December 29, 2021 (Predecessor)

	Successor		Predecessor
	Year ended December 31, 2022	Period from December 30, 2021 through December 31, 2021	Period from January 1, 2021 through December 29, 2021
Cash flows from financing activities:			
Member distributions	$ -	$ -	$ (2,535,000)
Contributions from members	-	322,007	3,706,604
Payment of contingent consideration	(250,000)	-	(207,258)
Proceeds from long-term debt	16,000,000	93,072,700	-
Payments on long-term debt	(957,000)	-	(1,345,727)
Payments of letters of credit	(5,000,000)	-	-
Proceeds from line of credit	2,500,000	5,000,000	-
Repayments of finance leases	(93,579)	-	-
Payments on installment notes payable	(2,892,401)	(11,124)	(559,822)
Net cash provided by (used in) financing activities	9,307,020	98,383,583	(941,203)
Net (decrease) increase in cash	(2,359,826)	8,322,389	(11,121,360)
Cash:			
Beginning of period	8,322,389	-	13,857,563
End of period	$ 5,962,563	$ 8,322,389	$ 2,736,203
Supplemental schedule of cash flow information:			
Cash paid for interest	$ 8,488,208	$ -	$ 1,322,441
Cash paid for income taxes	$ -	$ -	$ 121,365
Operating lease right of use assets (Adoption of ASU No.2016-02)	$ 6,476,494	$ -	$ -
Operating lease liabilities (Adoption of ASU No.2016-02)	$ 6,476,494	$ -	$ -
Finance lease right of use assets (Adoption of ASU No.2016-02)	$ 172,515	$ -	$ -
Finance lease liabilities (Adoption of ASU No.2016-02)	$ 245,989	$ -	$ -
Supplemental schedule of noncash investing and financing activities:			
Equity contributed by Juniper Group Acquisition, LLC under push down basis of accounting	$ -	$ 124,320,473	$ -
Equipment acquired under installment notes payable	$ 7,361,564	$ -	$ 3,400,404
Contingent consideration related to business acquisition	$ -	$ -	$ 789,241

See notes to consolidated financial statements.

INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER
Brown & Brown of FL, Inc. - Fort Myers
6511 Orion Drive #201
Fort Myers FL 33912

CONTACT NAME: Lorie Frost
PHONE (A/C, No, Ext): 239-278-0278 FAX (A/C, No): 239-278-5306
E-MAIL ADDRESS: lfrost@bbftmyers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hamilton Specialty Ins Co*	29424
INSURER B: FCCI Insurance Company*	10178
INSURER C: FCCI Commercial Insurance Co*	33472
INSURER D: FCCI Commercial Ins Co	33472
INSURER E: AGCS Marine Ins Company	
INSURER F:	

INSURED
Juniper Landscaping of Florida, LLC
and each of its subsidiaries
5880 Staley Road
Ft. Myers FL 33905

JUNIP-1

COVERAGES CERTIFICATE NUMBER: 576705792 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			GL0019848	7/11/2017	7/11/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY			CA100015500	7/11/2017	7/11/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$1,000,000
								$
C	X UMBRELLA LIAB X OCCUR			UMB100015501	7/11/2017	7/11/2018	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ NIL							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76333	7/1/2017	7/1/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E A	Leased & Rented Equipment			MZ193077814	7/11/2017	7/11/2018	Lease/ Rented	200,000
	Pollution Liability			AHSECC1129000	12/21/2016	12/21/2017	Pollution Liability	1,000,000
							Aggregate	2,000,000

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

It is agreed that the certificate holder, the contractor and the owner is included as additional insured as respects to general liability and auto liability. It is further agreed that such insurance as is afforded shall be primary and non-contributory with any other insurance in force for or which may be purchased by additional insured. Waiver of subrogation applies on the general liability, auto liability and workers compensation policies.

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Juniper Landscaping of Florida, LLC

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
5880 Staley Road

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Myers, FL 33905

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 6 - 4 2 4 2 6 4 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4-2-2020

General Instructions

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

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

Purpose of Form

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

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

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

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

Juniper

DESIGN I BUILD I MAINTAIN

junipercares.com

SECTION f.

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, Derek Ryan REPRESENTING Omegascapes, Inc.
Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/specifications at the following prices:

I.	**Contract Proposal Amount:** *(Please provide an average of all five years of pricing)*	$ 324,791.69
	Annual Total, Year 1:	$ 305,880.00
	Annual Total, Year 2:	$ 315,056.40
	Annual Total, Year 3:	$ 324,508.09
	Annual Total, Year 4:	$ 334,243.33
	Annual Total, Year 5:	$ 344,270.63

II. Proposer Information

NAME OF PROPOSER: Omegascapes, Inc.

ADDRESS: 4954 N. Apopka Vineland Rd., Orlando, FL 32818

PHONE: 407-930-6010 FAX: 407-930-6010

SIGNATURE: Derek Ryan

PRINTED NAME: Derek Ryan

TITLE: Business Development Manager

DATE: 6/11/2024

OMEGASCAPES

JUNE
2024

Landscape Proposal

Windward CDD

Presented To
Clayton Smith, District Manager

Presented by
Derek Ryan, Omegascapes
Business Development Mgr.

4954 N. Apopka Vineland Road - Orlando - Florida / 407-930-6010 / info@OmegaScapes.com

About Omegascapes

Who are we?

Omegascapes, Inc. is a full service, commercial landscape management company headquartered in Orlando, FL. We currently service all of Central Florida and are working our way into the Daytona, Ocala, and Tampa markets. Our services include landscape maintenance, irrigation services, fertilization and pest control, arbor care, and landscape improvements. Our focus is on properties with extensive landscapes that require a high level of detail and attention. Our promise is proactive landscape management with the highest level of customer service in the industry at the best value.

Where did we come from?

Our entire management team and ownership have all worked for the largest companies in our industry, and we feel that Omegascapes has blended the best qualities of a large operation with the benefits of a smaller, family owned business. It is becoming more and more evident that "bigger" isn't necessarily better in a landscape maintenance company. What really matters is "are you big enough". Our sister company, Lake Conway Landscaping, specializes in large scale commercial landscape development which is a nice compliment to Omegascapes' ability to manage those same types of landscapes. With both companies available to you, we have plenty of resources and "muscle" for whatever your needs may be.

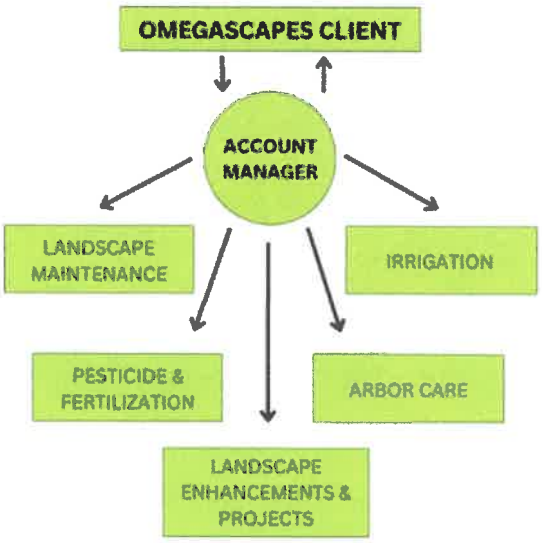
Mission and Vision

What makes Omegascapes different?

The biggest difference is simple: We do what we promise… and we manage ourselves. Seems too simple, right? Well, what we have discovered by listening to prospective clients for the last decade is that this concept is sorely lacking in the industry. To be successful at this puts a lot of responsibility on us, though. It is much easier to over promise to make a sale… and then under deliver while having lots of excuses. I'm sure many of you have experienced this with other contractors. If we deal with the reality of the challenges and create and execute a plan of success based on achievable goals, we now become your partner and not just another contractor. Why? Because we have helped you and your property achieve the curb appeal that everyone said they could provide but didn't.

Why should you choose Omegascapes?

The short answer is… because you are tired of the empty promises and failed executions. Omegascapes is fully committed to raising the bar in our industry one client at a time, one property at a time. We refuse to under bid a property like many of our competitors do just to close a sale. To properly manage a landscape on any given property takes the man-hours it takes every single visit. No company can magically do this consistently for less hours with a smaller crew at a cheaper price. We will dedicate the staff, equipment, and resources to your property to meet the expectations that were agreed upon. We will offer you proactive solutions, and a plan to get it done, and you won't have to chase us down and beg us to do it. If we discover that budgets are not ideal, we will offer the best plan possible that focuses on the priority areas first so your team, guests, and residents can see the improvements. Omegascapes will bring the right vision, the right plan, the right resources, and the right management to be successful.



Our Team

Kevin Carmean

PRESIDENT

Kevin Carmean is owner, and President, of OmegaScapes and Lake Conway Landscaping. He obtained his bachelor's degree in Business Management from Rochester College, is a Licensed Irrigation Contractor and is FNGLA certified as a Horticultural Professional, Landscape Contractor, and Technician. In his 25+ years in the industry, Kevin has been responsible for well over $250 million in landscape revenue. Prior to starting OmegaScapes and LCL, he worked for one of the world's largest landscape companies, successfully managing their Orlando branch with over 150 employees and an annual revenue exceeding $30 million. The combination of Kevin's experience, management style and personality have allowed him to put together and maintain the best team of landscape professionals in the industry.

Fab Monsanto

HR/ ACCOUNTING MANAGER

Jill Lichner

OFFICE MANAGER

Jared Berryman

VP OF OPERATIONS

Chris Arnold

OPERATIONS MANAGER

Derek Ryan

BUS. DEVELOPMENT MANAGER

Shane Bradley

SR. ACCOUNT MANAGER

John Cook

IRRIGATION SUPERVISOR

Juan Hernandez

ACCOUNT MANAGER

Jeff Hummel

ACCOUNT MANAGER

David Viloria

ACCOUNT MANAGER

Team Highlights

Jared Berryman

VP OF OPERATIONS

Jared Berryman is our VP of Operations with 20+ years of industry experience. Prior to joining LCL Jared worked for one of the world's largest landscape companies, where he successfully managed Reunion Resort & Club of Orlando and Bella Collina in Montverde. Jared holds Bachelor of Science degree from the University of Florida in Environmental Horticulture, a State of Florida Irrigation Specialty Contractor and Agriculture Best Management Practices certified. He also holds an OSHA 30 certification. As VP of Operations, Jared supports the landscape installation and maintenance management teams. Jared prides himself on attention to detail and this effort shows not only in the standards of our crews, but also our responsiveness and the high quality of our projects.

Chris Arnold

OPERATIONS MANAGER

Chris Arnold is our Operations Manager with 20+ years in the industry. Prior to joining OmegaScapes, Chris worked for one of the nation's largest landscape companies and was responsible for overseeing $5 million in revenue on multiple sites. Chris managed very large projects, including Reunion Resort, Marriott, and Marriott timeshares resorts. Chris holds certifications with FNGLA, and a certification in Best Management Practices. Chris prides himself in leading his crews to provide the best customer satisfaction, attention to detail, and going above and beyond client expectations for the properties.

Shane Bradley

SR. ACCOUNT MANAGER

Shane Bradley is our senior account manager with 20 years of experience. Before joining Omegascapes, Shane worked for one of the nation's largest landscape companies, overseeing large commercial properties and upscale resorts. Shane has a background in lawn and ornamental pest control and fertilization, as well as installing and managing irrigation systems. He has a meticulous eye for detail and provides quality, friendly customer service. You will see him often on property working closely with his crews.

Our Services

Maintenance

This is the "core" of our service that requires weekly visits with specialized mowing and detail crews. Our teams are dressed professionally, always safety conscious, and committed to the highest standards of quality in the industry.

Irrigation

As licensed irrigation contractors, we specialize in large, complex commercial systems that need a high level of management.

Pest Control & Fertilization

Certified professionals work to keep weeds and pests away, and the landscape healthy, while being mindful of the health of lakes and waterways.

Enhancements & Upgrades

Mulching, seasonal flowers, palm trimming, and more. From small, routine upgrades to large scope renovations, we have the team, equipment, and expertise to handle all your projects.

Equipment & Labor

- All trucks and trailers are clearly branded with company logo
- Highly visible safety vest with logo and PPE
- Professional appearance
- Minimum one crew member fluent in English
- Property will be serviced by contract-specified number of crew members, handling all services per agreed cycles on a set schedule
- Special attention to high profile areas such as parks, amenities, and entryways. These areas will be inspected more frequently

Equipment & Labor

- Mower sizes selected based on your property's needs and scope
- Large area mowers used on sprawling properties to add efficiency
- 2-cycle equipment such as weed-eaters, edgers, and trimmers
- Backpack and full rig sprayers
- Equipment rotated out and replaced every 2-3 years

Approach

Landscape Maintenance

- 4-man dedicated crew during summer cycles for 4 days each week
- 3-man dedicated crew during winter cycles for 4 dayse each week
- Mowing completed earlier in the week, detailing 1/3 of beds later in week
- Extra attention on highest profile areas weekly

Irrigation Maintenance

- One technician on property 2 days per month for inspection
- Detailed report and proposal for repairs submitted monthly
- Mainline filters cleaned monthly (if present)

Pest Control & Fertilization

- Turf applications per RFP schedule
- Shrub applications per RFP schedule
- OTC injections and fert drenches per RFP schedule

Annuals

- Standard annuals installed each quarter
- Available variety options provided to Mgr. prior to delivery
- Beds maintained at high level throughout all seasons

Mulch

- Bi-annual application of brown shredded mulch per RFP

Palm Trimming

- Palms over 12' CT trimmed 2X per year
- Palms under 12' CT trimmed by detail crew during rotations

*It is our understanding the Windward CDD board and Four Seasons HOA board wish to choose the same contractor. This is the ideal scenario, and will allow for more efficiencies to both properties. An added benefit to the CDD will be more staff on site at all times, 52 weeks per year, and a dedicated account manager for both.

Pricing Summary

Landscape Maintenance Pricing Summary 2024

WINDWARD CDD
C/O GMS - CENTRAL FL, LLC
219 EAST LIVINGSTON STREET
ORLANDO, FLORIDA 32801

Sales: Derek Ryan
Windward CDD-Maintenance
2117 Antilles Club Drive Kissimmee, Florida 34747

Est ID: EST2614906
Date: May-31-2024

Email: csmith@gmscfl.com
Phone: 407-841-5524

CONTRACT SERVICES	Visits	Billing Type	Season Price
Mowing and Detail - Summer	30	Per Season	$161,226.00
Mowing and Detail - Winter	11	Per Season	$41,413.24
Irrigation - Inspection	12	Per Season	$11,420.28
Pest Control & Fertilization - Turf	9	Per Season	$24,132.51
Pest Control & Fertilization - Shrub	5	Per Season	$10,719.85
Pest Control & Fertilization - Date Palms	3	Per Season	$3,258.84
Annuals	4	Per Season	$8,480.16
Mulch Install	2	Per Season	$25,730.00
Palm Trimming	2	Per Season	$19,500.00

SubTotal (All Contract Services)	$305,880.88
Taxes	$0.00
Total (All Contract Services)	$305,880.88

The total price of all seasonal services is $305,880.88 collected in 12 payments of $25,490.07 per payment ($25,490.07 after tax).

Corporate Information

OmegaScapes, Inc.

Physical location:

4954 N. Apopka Vineland Road
Orlando, FL 32805

Office: 407-930-6010
www.OmegaScapes.com

Incorporation: Florida - May 2015
FEIN: 47-4138224
License / Certification:

- FNGLA Certified Landscape Contractor
- Irrigation Certification
- Lawn and Ornamental Pest Control
- Applicable city and county occupational licenses

Insurance:

- General Liability $2,000,000 each occurrence
- Umbrella $4,000,000
- Auto $1,000,000
- Workers Compensation $1,000,000 (Certificate of Insurance available upon request)

Contact Us:

www.omegascapes.com
info@omegascapes.com
407-930-6010

OMEGASCAPES

Imagine Landscaping Simplified

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Orange

Before me, the undersigned authority, appeared the affiant, Derek Ryan, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Dev. Mgr for Omegascapes, Inc. ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1 dated June 7, 2024

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 11th day of June, 2024.

Proposer: Omegascapes, Inc.
By: Derek Ryan
Title: Business Development Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11th day of June, 2024, by Derek Ryan of Omegascapes, Inc., who is ☒ personally known to me or ☐ who has produced _____ as identification, and ☒ did or ☐ did not take the oath.

JILLIAN LICHNER
MY COMMISSION # HH 218875
EXPIRES: January 23, 2026

Notary Public, State of Florida
Print Name: Jillian Lichner
Commission No.: HH218875
My Commission Expires: 01·23·2026

V. PROPOSAL FORMS

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before June 12, 2024 at 11:00am (EST)

TO: Windward Community Development District

FROM: Omegascapes, Inc.
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Windward Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, Derek Ryan REPRESENTING Omegascapes, Inc.
Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/specifications at the following prices:

I. Contract Proposal Amount: $ 324,791.69
(Please provide an average of all five years of pricing)

Annual Total, Year 1: $ 305,880.00

Annual Total, Year 2: $ 315,056.40

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Annual Total, Year 4: $ 334,243.33

Annual Total, Year 5: $ 344,270.63

II. Proposer Information

NAME OF PROPOSER: Omegascapes, Inc.

ADDRESS: 4954 N. Apopka Vineland Rd., Orlando, FL 32818

PHONE: 407-930-6010 FAX: 407-930-6010

SIGNATURE: Derek Ryan

PRINTED NAME: Derek Ryan

TITLE: Business Development Manager

DATE: 6/11/2024

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Omegascapes, Inc.

Street Address 4954 N. Apopka Vineland Rd.

P. O. Box (if any) _____

City Orlando State FL Zip Code 32818

Telephone 407-930-6010 Fax no. 407-930-6010

1st Contact Name Chris Arnold Title Operations Mgr.

2nd Contact Name Derek Ryan Title Bus. Dev. Mgr.

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: Corporation
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date 05/29/2015

Is the Proposer in good standing with that State? Yes X No ___

If no, please explain _____

_____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes X No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	$ 1,000,000
Automobile Liability	$ 500,000
Workers Compensation	$ 1,000,000
Expiration Date	6/3/2025
Umbrella Liability	$ 5,000,000

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Florida Irrigation Contractor	Yes
FNGLA CHP	Yes
FNGLA CLMT	Yes
FNGLA CLT	Yes

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 4954 N. Apopka Vineland Road

P. O. Box (if any) _____

City Orlando State FL Zip Code 32818

Telephone 407-930-6010 Fax no. 407-930-6010

1st Contact Name Chris Arnold Title Operations Mgr.

2nd Contact Name Shane Bradley Title Sr. Acct. Mgr.

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

1 Supervisors, who will be onsite 4 days per week;
1 Technical personnel, who will be onsite 2 days per month; and
4 Laborers, who will be onsite 4 days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes X No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: Chris Arnold

Position / Certifications: Operations Mgr FNGLA - CHP, CLMT, CLT

Duties / Responsibilities: Operations Mgmt. and Client support

% of Time to Be Dedicated to This Project: 10 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Storey Park CDD

Contact: Alan Sheerer Contact Phone: 407-398-2890

Project Type/Description: Community Development District Landscape Mgmt.

Duties / Responsibilities: Operations Mgmt and Client Support

Dollar Amount of Contract: $ 490,260

Proposer's Scope of Services for Project:

Landscape maintenance, irrigation, pest control & fertilization,

mulching, palm trimming, landscape enhancements

Dates Serviced: 2021 - current

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes* X *No* ___ *For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Florida's Eden , Inc.

Street Address 565 Cooper Commerce Drive Unit 530, Apopka Florida 32703

P. O. Box (if any) PO Box 2764

City Apopka State FL Zip Code 32704

Telephone 407-269-1129 Fax no. 407-269-1129

1st Contact Name Nico Hernandez Title Owner

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: Pest Control and Fertilization

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Hamlin at Silverleaf POA

Contact: Paul Schumacher Contact Phone: 407-352-5858

Project Type/Description: Large POA roadway in Horizon West

Dollar Amount of Contract: $ 225,000

Proposer's Scope of Services for Project:

Florida's Eden handles all landscape pest control and fertilization

including quarterly OTC injections and drenching of 38 Sylvester palms

and Top Choice app to appx 7 acres of bahia turf

Dates Serviced: 2023 - current

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Enviro Tree Services

Street Address 3202 Phils Lane

P. O. Box (if any) _____

City Apopka State FL Zip Code 32712

Telephone 407-574-6140 Fax no. 407-574-6140

1st Contact Name Dana Mickler Title Acct. Mgr.

2nd Contact Name Jim Fritchey Title Acct. Mgr.

Proposed Duties / Responsibilities: Palm and Arbor Care

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Hilton Grand Vacation Sea World

Contact: Mark Yahn Contact Phone: 407-804-2525

Project Type/Description: Resort landscape management

Dollar Amount of Contract: $390,000

Proposer's Scope of Services for Project:

Enviro Tree Services handles all palm trimming and hardwood pruning for us

Dates Serviced: 2022 - current

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Southeast Spreading Company

Street Address 6089 Janes Lane

P. O. Box (if any) _____

City Naples State FL Zip Code 34109

Telephone 239-332-2595 Fax no. 239-332-2595

1st Contact Name Brian Koehler Title Acct Mgr.

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: Mulch installation on large properties

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Storey Park CDD

Contact: Alan Sheerer Contact Phone: 407-352-5858

Project Type/Description: Community Development District Landscape Mgmt.

Dollar Amount of Contract: $ 490,260

Proposer's Scope of Services for Project:

Southeast Spreading installs mulch and pine straw by hand on this CDD

Dates Serviced: 2021 - current

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*
  Omegascapes does basic background check, E-Verify, and drug test on all prospective employees.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: Omegascapes, Inc. DATE: June 11, 2024

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Kevin Carmean	President	Owner, Support as needed	Maitland, FL
Jared Berryman	VP of Operations	Operations, Management	Umatilla, FL
Fabromiya Monsanto	MGMBR	Financial Management	Orlando, FL
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Omegascapes, Inc. DATE: June 11, 2024

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Jared Berryman	VP Operations	Construction/Maint.	Orlando	5% / as needed	7	20
Chris Arnold	Operations Mgr	Operations Mgr	Orlando	10% / as needed	4	25
Shane Bradley	Sr. Acct. Mgr.	Assist with Acct Mgmt	Orlando	5% / as needed	4	20
Account Mgr. TBD*	Account Mgr	Account Management	Orlando	100% / 4 days	?	?
Fabromiya Monsanto	Manager	Accounting Manager	Orlando	5% / 0 days	2	6
Jill Lichner	Office Mgr	A/P, A/R, Payroll, HR	Orlando	5% / 0 days	3	8
Jon Cook	Irrigation Mgr	Construction/Maint.	Orlando	5% / as needed	5	19
Nico Hernandez	Pest & Fert	Florida's Eden	Apopka	as contracted	10	20
Dana Mickler	Palm & Arbor	Enviro Tree Service	Apopka	as contracted	8	20
Brian Koehler	Mulch Install	Southeast Spreading	Naples	as contracted	8	20
Derek Ryan	Bus. Dev. Mgr.	Proposal / Site Audit	Orlando	as needed	7	20

* It is our understanding the CDD and Four Seasons HOA will choose the same contractor. Combined, these two clients will require a full-time account manager due to the size of accounts. If we are awarded only the CDD, one of our current managers will oversee it. Any contractor who is awarded both the CDD and HOA will need to hire a new account manager due to the size and customer svc need.

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Omegascapes, Inc. DATE: June 11, 2024

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
38	Commercial Mowers	Multiple, but 3 dedicated to this CDD	Office and some on-sites
160	2-cycle blow/edge/trim	Multiple, but 7 dedicated to this CDD	Office and some on sites
14	Chain saws / pole saws	Multiple, but 2 dedicated to this CDD	Office and some on sites
5	Gator Utility Vehicle	Multiple, but 1 as needed to this CDD	Office and some on sites
19	Maint. Truck & Trailer	Multiple, but 1 dedicated to this CDD	Office and some on sites
1	F350 dump truck	Multiple, but as needed to this CDD	Office
4	Irrigation van/truck	Multiple, but as needed to this CDD	Office
2	Enhancement truck/dump trailer	Multiple, but as needed to this CDD	Office
8	Loader or Bobcat	Multiple, but as needed to this CDD	Office and some on sites
5	Mini Excavator	Multiple, but as needed to this CDD	Office and some on sites
4	Trencher	Multiple, but as needed to this CDD	Office and some on sites

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
  Yes X *No* ___
  If yes, please provide the following information for each project (attach additional sheets if necessary):

  Project Name/Location: Storey Park CDD

  Contact: Alan Sheerer Contact Phone: 407-352-5858

  Project Type/Description: CDD Landscape Management

  Dollar Amount of Contract: $ 490,260

  Scope of Services for Project:

  Landscape maintenance, irrigation, pest control & fertilization,

  mulching, palm trimming, landscape enhancements

  Dates Serviced: 2021 - current

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

  2023 = $ 4,300,000

  2022 = $ 3,200,000

  2021 = $ 2,100,000

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

  Project Name/Location: Storey Park CDD Lake Nona area

  Contact: Alan Sheerer Contact Phone: 407-352-5858

  Project Type/Description: CDD Landscape Management

  Dollar Amount of Contract: $ 490,260

  How was the project similar to this project? High profile roadways, parks, and ponds located within high profile Storey Park development in Lake Nona area.

  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Landscape maintenance, irrigation, pest control & fertilization, mulching, palm trimming, landscape enhancements

List of equipment used on site: Trucks, trailers, mowers, 2-cycle, irrigation diagnostics, fertilizer and pest equipment, tractors, trenchers, bucket trucks, etc.

List of subcontractors used: TruGreen Commercial, Enviro Tree Services, Southeast Spreading

Is this a current contract? Yes X No ___

Duration of contract: 2021 - Current

- *(Information regarding similar projects – continued)*

Project Name/Location: Hamlin at Silverleaf POA Horizon West area

Contact: Paul Schumacher Contact Phone: 407-352-5858

Project Type/Description: High profile roadway, ponds, islands

Dollar Amount of Contract: $ 225,000

How was the project similar to this project? High profile and densely landscaped roadways near residential and commercial properties in Horizon West

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Landscape maintenance, irrigation, pest control & fertilization, palm drench & OTC, pond mowing, mulching, palm trimming, enhancements and repairs

List of equipment used on site: Trucks, trailers, mowers, 2-cycle, irrigation diagnostics, fertilizer and pest equipment, tractors, trenchers, bucket trucks, etc.

List of subcontractors used: Florida's Eden, Enviro Tree Service, Southeast Spreading

Is this a current contract? Yes X No ___

Duration of contract: 2023 - current

- *(Information regarding similar projects – continued)*

Project Name/Location: Hilton Grand Vacation Sea World

Contact: Mark Yahn Contact Phone: 407-804-2525

Project Type/Description: Resort landscape management

Dollar Amount of Contract: $ 390,000

How was the project similar to this project? Densely landscaped property with very high quality expectations

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Landscape maintenance, irrigation, pest control & fertilization, palm drenching and OTC, mulching, annuals, palm trimming, enhancements and repairs

List of equipment used on site: on-site storage of equipment, dumpster on site, mowers, 2-cycle, irrigation diagnostics, Gator UTV for detailing, bucket trucks, loader as needed, bucket truck and lifts for palms, etc.

List of subcontractors used: TruGreen Commercial, Enviro Tree Services, Southeast Spreading

Is this a current contract? Yes X No ___

Duration of contract: 2022 - Current

- *(Information regarding similar projects – continued)*

Project Name/Location: Flamingo Crossing West

Contact: Leon Hayes Contact Phone: 407-794-1591

Project Type/Description: Landscape management at Disney employee housing

Dollar Amount of Contract: $ 550,000

How was the project similar to this project? Very high quality expectations on large Disney employee housing. Resort quality service

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Landscape maintenance, irrigation, pest control & fertilization, palm drench and OTC injections, mulch, annuals, enhancements

List of equipment used on site: mowers, 2-cycle, Gator UTV for detail, irrigation diagnostics, loader, bucket truck, etc.

List of subcontractors used: Florida's Eden, Enviro Tree Service, Southeast Spreading

Is this a current contract? Yes X No ___

Duration of contract: 2021 - Current

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

1. Project Name/Location: Windermere Trails HOA

Contact: _____ Contact Phone: _____

Project Type/Description: Large HOA common area landscape management

Dollar Amount of Contract: $ 150,000

Scope of Services for Project:

Landscape and irrigation maintenance, quarterly annuals, irrigation diagnosis and repairs, landscape enhancements, mulch, palm trimming

Dates Serviced: 2021 - 2023

Reason for Termination: Board wanted lower price and chose Juniper Landscape. Less than one year later, the new board approached Omegascapes for a bid because service was so bad they wanted us back. We are in negotiations.

2. Project Name/Location: The Grove Apartments

Contact: Contact Phone:

Project Type/Description:

Dollar Amount of Contract: $190,000

Scope of Services for Project:

Landscape maintenance, irrigation inspections and diagnosis/repairs, pest control & fertilization, mulch, annuals, enhancements, etc.

Dates Serviced: 2022 - 2023

Reason for Termination: We installed landscape and irrigation for owner who then to another apartment group. They brought in a lower priced landscape company that serviced their other properties. We were just asked to bid it again due to poor performance since they took over

3. Project Name/Location: Mitchell Creek HOA

Contact: Contact Phone:

Project Type/Description: Condo association landscape management

Dollar Amount of Contract: $50,000

Scope of Services for Project:

Landscape maintenance, irrigation maintenance and repairs, pest control & fertilization, annuals, enhancements, etc.

Dates Serviced: 2019 - 2023

Reason for Termination: We had no annual price increase in original contract. When we approached them 4 years later, the board bid services out and went with a lower priced contractor.

Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

Reason for Termination: _____

_____

_____

_____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No X*

  If yes, please describe each violation, fine, and resolution N/A

  _____

  What is the Proposer's current worker compensation rating? 1.04

  Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No ___

  If yes, please describe each incident One was hit by a car from a nearby accident

  the second was a seizure that led to an employee falling into a pond

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
  Yes ___ No X If yes, please provide:

  The names of the entities N/A

  The state(s) where barred or suspended _____

  The period(s) of debarment or suspension _____

  Also, please explain the basis for any bar or suspension:

  _____

  _____

  _____

  _____

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

  N/A

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

  N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:*

  Identify the Case # and Tribunal: N/A

  Describe the Nature of the Action:

  Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

  N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:*

N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (_) If yes, please explain:*

N/A

PROPOSAL FORM
PART IV - PRICING

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the "Pricing Form"). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

Windward Community Development District Landscape Fee Summary

Contractor: Omegascapes, Inc.

Address: 4954 N. Apopka Vineland Rd.
Orlando, FL 32818
Phone: 407-930-6010
Fax: 407-930-6010
Contact: Derek Ryan 321-231-3544
Email: Derek@Omegascapes.com

Property:

Address: 219 E. Livingston St.
Orlando, Florida, 32801
Phone:

Contact:
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Component A) - Mowing/Detailing	16,887	16,887	16,887	16,887	16,887	16,887	16,887	16,887	16,887	16,887	16,887	16,887	$202,639
TURF CARE (Component B) Bahia/St Augustine/Zoysia	2,011	2,011	2,011	2,011	2,011	2,011	2,011	2,011	2,011	2,011	2,011	2,011	$24,132
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching	1,165	1,165	1,165	1,165	1,165	1,165	1,165	1,165	1,165	1,165	1,165	1,165	$13,979
IRRIGATION MAINT. (Component D)	952	952	952	952	952	952	952	952	952	952	952	952	$11,420
ANNUAL CHANGES (Component E.1)	2,120			2,120			2,120			2,120			$8,480
Per Annual Pricing $1.77	1,200			1,200			1,200			1,200			
BED DRESSING - Estimate mulch yds (Component E.2)					12,865						12,865		$25,730
Per Yard Pricing: $51.46					Mulch Yds: 250						Mulch Yds: 250		
PALM TRIMMING 2x Per Year (Component E.3) *Per Palm Price: $81.25*			9,750						9,750				$19,500
Palm counts 120 + 12 CT													
TOTAL FEE PER MONTH:	$23,134	$21,014	$30,764	$23,134	$33,879	$21,014	$23,134	$21,014	$30,764	$23,134	$33,879	$21,014	$305,881
Flat Fee Schedule	$25,490	$25,490	$25,490	$25,490	$25,490	$25,490	$25,490	$25,490	$25,490	$25,490	$25,490	$25,490	$305,881

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$252,171

Extra Services Annual Changes, Palm Pruning, Mulch	$53,710

TOTAL	$305,880.80

Initials_____ _____

PROPOSAL FORM
SIGNATURE PAGE

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

Dated this 11th day of June, 2024.

Proposer: Omegascapes, Inc.
By: Derek Ryan
Title: Business Development Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 11th day of June, 2024, by Derek Ryan of Omegascapes, Inc., who is ☒ personally known to me or ☐ who has produced _____ as identification, and ☒ did or ☐ did not take the oath.

JILLIAN LICHNER
MY COMMISSION # HH 218875
EXPIRES: January 23, 2026

Notary Public, State of Florida
Print Name: Jillian Lichner
Commission No.: HH218875
My Commission Expires: 01-23-2026

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: Omegascapes, Inc.

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

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

Derek B

Signature of Authorized Signatory of Proposer

Sworn before me on 6·11, 2024

Notary Public Signature

Jillian Lichner

JILLIAN LICHNER
MY COMMISSION # HH 218875
EXPIRES: January 23, 2026

Notary Stamp

Windward Community Development District

Addendum #1
Windward CDD RFP 2024
Landscape Maintenance Services

June 7, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

CLARIFICATIONS/QUESTIONS:

Q1: How many mow cycles should we propose for this bid?

A1: Propose 42 mow cycles.

Q2: II.6. Familiarity With the Project: In regards to the "as is" condition of acceptance, will a remediation priced as a one-time additional billable service be permitted if the conditions of the site are not up to the standard expected by the CDD? Who will be responsible for this remediation?

A2: A one time service proposal for elements that the proposer believes need immediate remediation can be provided by the proposer at any time. The expectation is that the proposers service over time will improve the site conditions to a satisfactory state. Fair consideration for current conditions and the time it takes to accomplish these changes will be considered.

Q3: Is the current condition of the site up to the standard expected by the CDD?

A3: No. The site has much needed improvement at this time.

Windward Community Development District

Q4: II.15.J: Will the certificate of insurance required Windward CDD to be listed as additional insured?

A4: Yes.

Q5: II.20. Mandatory and Permissive Requirements: The requirement that bidders attend the Mandatory Pre-Proposal Meeting conflicts with prior information that there is no mandatory pre-proposal meeting for this bid. Please confirm.

A5: There was no Pre-bid meeting therefore no mandatory attendance.

Q6: If the open site visit period serves as a mandatory pre-bid for this bid, please provide a list of bidders who have conducted site visits during this period.

A6: There was no mandatory pre-bid meeting of any kind. The information of what bidders provided proposals for the site for this RFP will be available after the bids are opened.

Q7: Windward CDD Landscape Fee Summary: Will per-application mulch amounts in square yards be required in the fields for which these applications will be performed (i.e. columns "May" and "Nov" in row "BED DRESSING – Estimate mulch yds")

A7: Mulch is to be proposed in cubic yards. Yes the fee summary requires bidders to propose how many yards will be used per application.

Q8: Windward CDD Landscape Fee Summary: Does the requested mulch yards estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A8: Cubic Yards.

Q9: Windward CDD Landscape Fee Summary: Palm pruning is listed as an "Extra Service" alongside annual changes and mulch, while previously only annual changes and mulch were to be considered extra services. Please verify that palm pruning will be considered an extra service not to be included in the base contract amount.

A9: Palm pruning is labeled under the "Extra Services". The contract can be written to include Extra services or not. That is at the board's discretion, but all bidders must include numbers for these services.

Q10: Scope of Services.Clarification.3: Do the yards of mulch provided in the CDD's estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A10: Cubic yards.

Q11: Scope of Services.Clarification.4: The CDD estimates 1200 annuals to be changed per rotation. However, in the Landscape Fee Summary, a note indicates that there are "None at this time". Please clarify these conflicting notes.

A11: "None at this time" is an error. The bid is for 1200 estimated annuals.

Windward Community Development District

Q12: Scope of Services.Clarification.5: How many bags are required to be stocked per dog station?

A12: The intent is that the stations remain stocked at all times. Each station has different levels of usage. The bidder will have to estimate bag quantity to stock each week during their service of the stations.

Q13: Scope of Services.Clarification.5: Are bag rolls or bag boxes preferred for dog stations? Which size for each?

A13: The final decision will be left up to the bidder as long as the stations are user friendly and remain stocked. Please review onsite stations for what is currently used.

Q14: Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.

A14: This is defined in the Staffing section under General Services- Component "A" of the scope.

Q15: Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated? Is there any other unirrigated turf on the site outside of pond areas and banks?

A15: All pond banks are unirrigated. There are some other unirrigated spaces. The vendor will need to perform a site review for clarification. Only pond banks pertain to the 32 times annual mow schedule.

Q16: Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".

A16: Focal = Relating to the center or main points of interest. This includes entry monuments, annual beds, etc.

Q17: Landscape Scope of Work.General Services.Detailing: "A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations." This conflicts with prior information stating that detailing will occur once every three weeks, or approximately 17 times per year. Please clarify these conflicting notes.

A17: The property should be divided into thirds and a portion done each week. This requires a visit each week for 52 weeks annually.

Windward Community Development District

Q18: Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.

A18: Please refer to the scope and any best recommended practices the bidder uses for these services. This is something that can change based on weather conditions or bloom cycles.

Q19: Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.

A19: Trash should be removed from all service areas when they are being serviced. At a base level that is whenever an area is mowed, and yes when an area is detailed every three weeks. Additional trash pickup may be required in some areas at management request.

Q20: Please provide a breakdown of St. Augustine, Bahia, and Zoysia turf areas.

A20: The service map provided should be used to generate the bid. Bidders are responsible to review the site and determine turf locations throughout the site. The CDD will not provide that information for this bid. The CDD does not have this information readily available.

Q21: Turf Care Program. Bahia – Where Applicable (Irrigated areas only): Please define irrigated areas as they pertain to Bahia turf. Will only irrigated Bahia receive chemical applications, or are irrigated areas synonymous with Bahia areas?

A21: Irrigated areas as they pertain to Bahia turf would be any Bahia turf area that received irrigation. Yes, only irrigated Bahia areas will receive chemical applications.

Q22: Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.

A22: None at this time.

Q23: Please provide an irrigation zone count.

A23: The CDD does not have a count of exact irrigation zone quantities. Bidders are expected to provide their best estimate based on a review of the property. An exact count of the zones is not necessary to provide a bid.

Q24: Irrigation Maintenance.Frequency of Service: Will material costs for all repairs, including those under $500, be considered an additional billable service beyond the hourly irrigation repair rate provided?

A24: Yes. Please refer to Component D for items included in the inspection and those that are extra billable services.

Q25: Please confirm that only areas outlined in pink on the provided map will be included under this bid.

A25: That is correct.

Windward Community Development District

Q26: Please provide current contract.

A26: The current contract is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking the current contract is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q27: Please provide previous bid tab.

A27: The previous bid tab is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking district records is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q28: Please provide the name of current service provider.

A28: The property is currently serviced by Juniper.

Q29: Do additional fee summary schedules need to be copied and filled for all 5 years of pricing?

A29: No. Please provide a fee summary for the first year and list the additional years inside the bid packet where allocated.

Q30: Is there a maximum allowable annual increase in pricing between years?

A30: No. There are no parameters or restrictions on increases. Of course any annual increases will be reviewed by the board and is subject to board approval

Windward Community Development District

Please sign and return with your bid packet. Attach this form to your bids.

NAME OF FIRM:

Omegascapes, Inc.

SIGNATURE:

Derek B

DATE: June 11, 2024

SAMPLE
CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 05/29/2024

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

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

PRODUCER
Closson Insurance Agency, LLC
1201 S. Orlando Avenue
Suite 200
Winter Park FL 32789

CONTACT NAME: Lisa Albright
PHONE (A/C, No, Ext): (407) 898-2211 FAX (A/C, No): (407) 898-1850
E-MAIL ADDRESS: LAlbright@ClossonInsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Southern-Owners Insurance Co	10190
INSURER B :	AUTO OWNERS INSURANCE COMPANY	18988
INSURER C :	FFVA Mutual Insurance Co.	10385
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Omegascapes, Inc.
4954 N Apopka Vineland Rd
Orlando FL 32818-8431

COVERAGES **CERTIFICATE NUMBER:** 05292024 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			72228719	06/03/2024	06/03/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5122871900	06/03/2024	06/03/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ WAIVED			5122871901	06/03/2024	06/03/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC840-0034939-2024A	06/03/2024	06/03/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Per attached forms, Certificate Holder is included as Additional Insured for Automobile Liability and General Liability including Ongoing and Completed Operations, when required by written contract or agreement. This insurance is Primary and Non-Contributory. Waiver of Subrogation applies when required by written contract with respects to the General Liability, Automobile Liability and Workers' Compensation in favor of those included as Additional Insured(s).

CERTIFICATE HOLDER

Storey Park Community Development District
135 W. Central Blvd
Suite 320
Orlando FL 32801

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SECTION g.

PRINCE & SONS INC.

WINDWARD CDD MAINTENANCE PROPOSAL

GOVERNMENTAL MANAGEMENT SERVICES- CENTRAL FLORIDA, LLC

219 EAST LIVINGSTON STREET

ORLANDO, FL 32801

ATTENTION:CLAYTON SMITH

QUALITY IS OUR CORNERSTONE

OVERVIEW

OUR STORY

With a family business backed by three generations, the Princes are no stranger to the construction industry. Since a young age, current Owner/President, Ian Prince, was surrounded by the trade, working alongside his father as the Prince family built their name in landscape and construction in Central Florida. Formerly known as Prince Land Services, Ian later renamed the company to Prince and Sons, Inc., to better capture the future family generations, namely Ian's sons, Stetson and Jagger.

As a family-oriented business, Prince and Sons is run on true southern hospitality and manners. We realize that creating loyal customers not only requires quality service but also thoughtful and intentional relationships. It's what sets us apart from being average, and we are grateful for our unwavering clients.

OUR TEAM

IAN PRINCE
Owner / President

Ian was Born in Winter Haven and has lived in Central Florida his whole life. He grew up working under his parents in the green industry and hopes to pass that down to his two boys one day. Starting out at such a young age, he has a lot of hands-on knowledge and that has helped him to grow his company to what it is today!

LUCAS DEAN MARTIN
Vice President of Landscape Maintenance

For 20 years Lucas has been in the green industry. After graduating with a Horticulture/ Plant Sciences degree from the University of Missouri he began in golf course maintenance before transitioning into commercial and community maintenance. Lucas' experience with contractors and developers makes him an asset in every aspect of the job.

JAMES SMITH
Landscape Maintenance Operations Manager

After retiring from a 22-year career in the Marine Corp, James has been in the green industry as an Account and Operations Manager for the last 15 years.
James and his 3 kids have called Central Florida home ever since relocating from Texas.

ANTHONY SANDRETTO
Fertilization & Pest Control Manager

Anthony has been in the landscape industry since moving to Central Florida in 2001 from Wisconsin. Anthony has many certifications like being
a Florida Certified Horticultural Professional, Florida Water Star Certified, and Certified Pest Control Operator, among others.

JERRY ROBERSON
Irrigation Manager

Since relocating from Georgia in 2001, Jerry and his wife of over 40 years have called Central Florida home. He has extensive irrigation education, certifications, and knowledge.
Some of his expertise and certifications are in 2-wire system maintenance and design, Water Star irrigation, pump installation, and much more.

BRIAN HUSEMAN
Irrigation Maintenance Manager

Brian moved to Florida from Indiana with his wife and
2 sons in 1983. He has 10 years' experience in irrigation maintenance for commercial and residential properties with expert knowledge in various operating systems, especially 2-wire systems. Dedication and pride in accurate and timely work define Brian's character.

OUR CORE VALUES

Respect is not something we take lightly, and we make it a core value in how we treat both our clients and our employees. As a staff member, we never miss a chance to incentivize performance and show appreciation for hard work.

We are proud to have several employees who have been with the company for more than 20 years, as a result.

SAFETY

Managing safety in a fast-paced workplace environment should not be a one- person-job. But it can feel that way, especially if you're being asked to do more with less because of recent global events.

OUR SAFETY MANAGEMENT SOLUTION BRINGS TOGETHER:

- Incident, Near Miss and Hazard Reporting & Management
- Action Management & Analytics
- Inspections
- Meetings
- A full training program at "Prince and Sons University"

AREAS OF EXPERTISE

COMMERCIAL LAWN MAINTENANCE

We have been a leading commercial lawn maintenance company for 26 years and boast the ability to tackle every aspect of lawn care for a wide range of clients. Whether it's leading property management and homeowner associations, college campuses or golf courses, we understand the importance and value of a well-maintained, beautiful landscape.

BRICK PAVERS

We are one of Polk County's premier brick paver contractors. Over our 15 years of installing brick pavers, we've secured hundreds of satisfied customers. We understand outdoor living is fundamental aspect to living in Florida, which is why we offer a wide selection of tools to enhance your time outside, including pool decks, patios, fire pits, outdoor kitchens and more!

LIGHT CONSTRUCTION

Prince and Sons can provide and assist in your residential home building with clearing, backfilling, final grades and driveway cut-outs. We currently work with many of Central Florida's leading residential contractors, and also provide hauling and clearing for residential customers.

IRRIGATION & WATER MANAGEMENT

Commercial irrigation systems are sophisticated technology that requires special certifications to install and operate. The key is to choose irrigation installation and maintenance experts who have comprehensive knowledge and expertise. From older systems that are frequently in need of repairs and updates to the installation of the latest technology, you want a company that can handle it all.

COMMERCIAL TREE CARE

Proper care of your trees is an investment that will lead to substantial returns, such as reducing air conditioning costs, controlling erosion, and shielding your property from damaging winds. Our experts help protect your trees throughout their lifespan including damage due to storms and lightning.

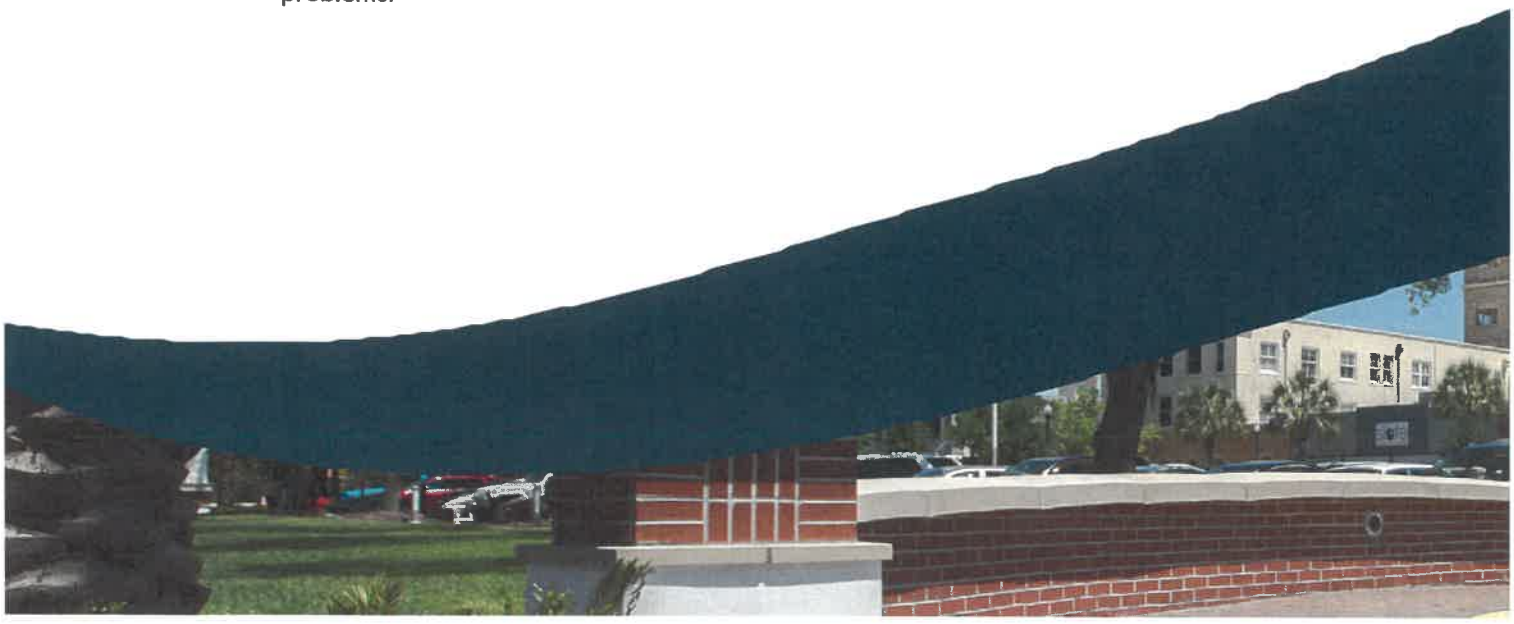
PROPERTY NEEDS

Maintaining a property is not just "mowing and blowing" at Prince and Sons. Our team integrates a full **BMP (Best Management Practices) Program** to make the property look its best. This program addresses the most important aspects of plant health.

THESE PLANT HEALTH PRACTICES INCLUDE:

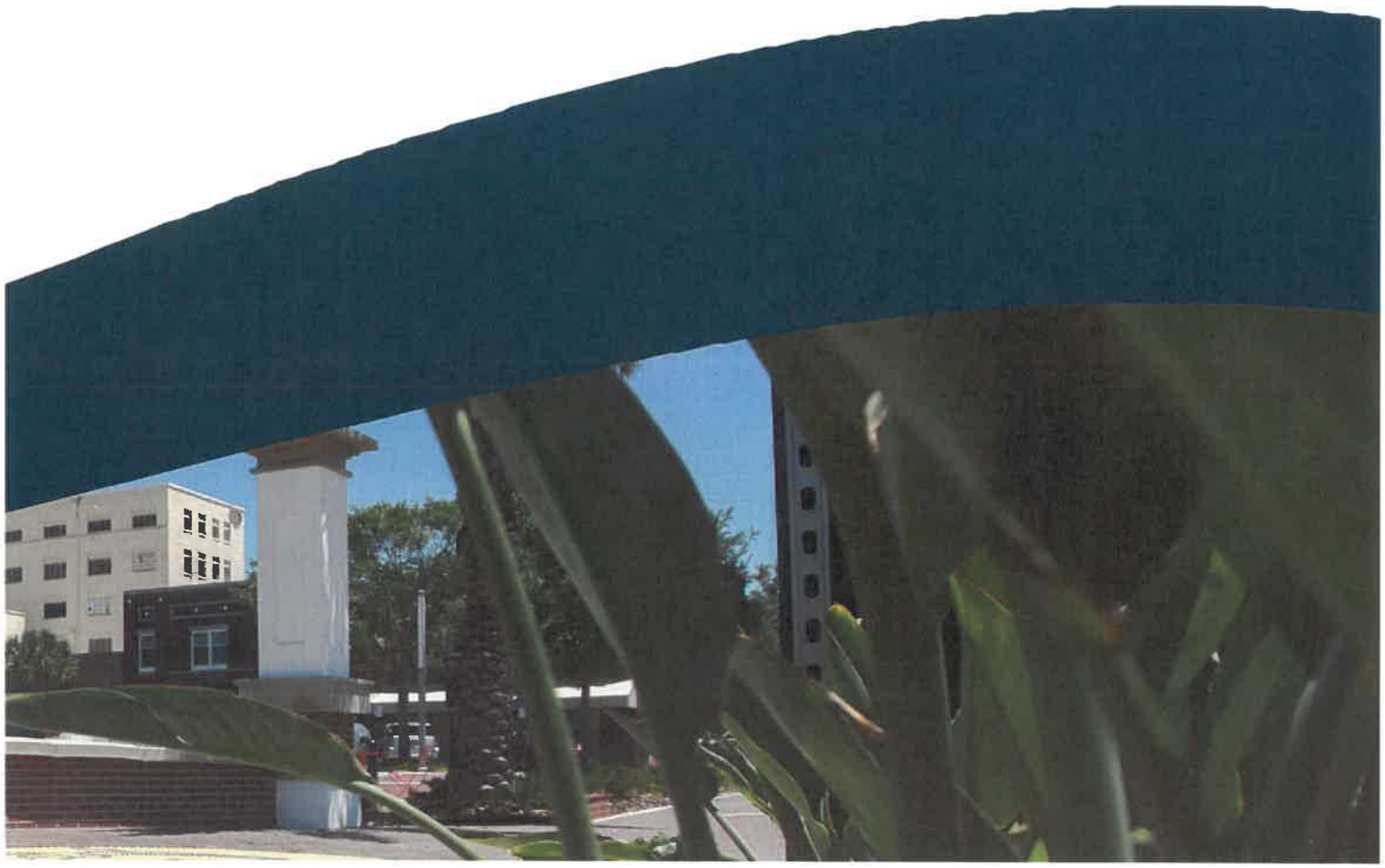
1. **The Plant Enhancement Team** makes sure that all aspects of the environment are included to make recommendations to the client to get the right plant in the right place while still providing the aesthetics that the client prefers. The long- term value of a landscape depends on how well it performs for its objectives.
   Performance is often directly related to matching a site's characteristics and a client's desires with plant requirements. Therefore, the first step in selecting plants for a landscape is to conduct a site evaluation, which may consist of
   studying planting site characteristics such as the amount of sun or shade, soil type, pH, soil compaction, slope, and water drainage. These characteristics will most likely differ between areas on the same property.

2. **The Irrigation/ Water Management Team** knows that the most important thing to keeping plants healthy is providing proper irrigation practices. Using proper irrigation system design, installation, management, and maintenance practices provides a multitude of benefits. These benefits include saving money, using irrigation efficiently, a healthy and more drought and pest-resistant landscape, and protecting the state's water resources. By understanding the irrigation system, Prince and Sons can save the client money and help protect ground water supplies and water quality. Proper maintenance extends the life of an irrigation system and helps it to perform optimally. Maintenance begins with a visual observation of the system and the plants. Brown spots, unnaturally green grass, certain types of weeds, and soggy spots are indicators of problems.



3 **The Fertilization/ Pest Control Team** is one of the key management practices in establishing and maintaining healthy, actively growing turf grass. The desires and budget of the individual owner/ HOA often dictate the level of fertility management. Integrated Pest Management (IPM) is part of each property for Prince and Sons. This method will include reducing pest management expenses, conserving energy, and reducing the risk of exposure to people, animals, and the environment. Its main goal, however, is to reduce pesticide use by using a combination of tactics to control pests, including cultural, biological, genetic, and chemical controls.

4 **The Maintenance Team** will continuously serve your property with the same crew leaders and team to provide a clean, professional, and healthy appearance to the property that will improve the enjoyment of the residences and property values.
Mowing is an important maintenance operation. Mowing at the correct height increases turf density and root health and suppresses weeds. A dense turf impedes storm water runoff. A healthy root system ensures that water and nutrients are absorbed and not wasted. Fewer weeds mean less need for herbicides. Clean, well- kept, weed-free mulch beds and properly manicured landscape plants/ trees will be part of any maintenance plan. Seasonal color is always a nice touch.



PROJECT MANUAL

FOR

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
Osceola County, Florida

Date of Issue: May 18, 2024 at 9:00 a.m.
Due Date: June 12, 2024 at 11:00 a.m.

PROJECT MANUAL
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I. PUBLIC NOTICE

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
WINDWARD COMMUNITY DEVELOPMENT DISTRICT
Osceola County, Florida

Notice is hereby given that the Windward Community Development District ("**District**") will accept proposals from qualified firms ("**Proposers**") interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to csmith@gmscfl.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit a written proposal **AND** a PDF file on a flash-drive no later than **June 12, 2024 at 11:00 a.m.** (EST) to Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the day of the pre-proposal meeting. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District

to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Clayton Smith at csmith@gmscfl.com.

All proposals will be publicly opened at a meeting of the District to be held at **11:00 a.m. (EST), June 12 , 2024**, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 219 East Livingston Street, Orlando, Florida 32801 or by phone at 407-841-5524.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at 407-841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Windward Community Development District
Jason Showe, District Manager

II. INSTRUCTIONS TO PROPOSERS

WINDWARD COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services
Osceola County, Florida

Instructions to Proposers

1. **DUE DATE.** Sealed proposals ("**Proposals**") must be received from interested parties ("**Proposer(s)**") no later than **June 12 , 2024, at 11:00 a.m. (EST)**, at Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE/TIME	EVENT
May 18, 2024	RFP Notice is issued.
May 18, 2024 at 9:00 a.m.	RFP package available for pick-up or download ("Proposal Pick-Up Time")
May 20, 2024 to June 7, 2024	Site inspections available.
June 6, 2024 at 5:00 p.m.	Deadline for questions.
June 12, 2024 at 11:00 a.m.	Proposals submittal deadline.
June 12, 2024 at 11:00 a.m.	Public meeting to open bids.
June 19, 2024 at 1:00 p.m.	Board Meeting to evaluation proposals received.

3. **MANDATORY PRE-PROPOSAL MEETING.** There is no mandatory pre-proposal meeting.

4. **SIGNATURE ON PROPOSAL; CORRECTIONS.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

5. **[RESERVED]**

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

7. **FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. **PROJECT MANUAL.** The "Project Manual" and any addenda thereto, will be available from the District's Manager by sending an email to csmith@gmscfl.com beginning **May 18, 2024 at 9:00 a.m.** Proposers shall obtain a Project Manual prior to the mandatory pre-proposal meeting.

9. **QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District.

10. **SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, if the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. **INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Clayton Smith at csmith@gmscfl.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to questions or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Questions received after **June 6, 2024, at 5:00 p.m**. will not be answered. Answers to all questions will be provided

to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) hard copy and one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Windward Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All proposals will be publicly opened **June 12, 2024, at 11:00 a.m. (EST),** at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.

B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.

C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.

D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.

E. A list of the total annual dollar value of work completed for the last three (3) years.

F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.

G. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.

H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).

I. Completed proposal pricing sheet. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided.

J. A current Certificate of Insurance and proof of financial capability, as specified herein.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the

District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("**Contractor**") is expected to commence work on or about August 1, 2024, or on such other date as may be specified by the district in a written Notice to Proceed. The contract shall be for a specified term and, upon expiration or termination, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total proposal.

The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the Mandatory Pre-Proposal Meeting. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from its negligence or breach of contract, as more fully set forth in the contract form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the

singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com.

30. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars ($10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars ($10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

III. EVALUATION CRITERIA

WINDWARD COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (_____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible) (_____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (_____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (_____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (25 Points Possible) (_____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 – 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount

based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). (210,000/265,000) x 25 = 19.81, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). (210,000/425,000) x 25 = 12.35, therefore, Contractor "C" will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (_____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6, as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (_____ Points Awarded)

Additional Information Regarding Evaluation

Once proposals are received, the District's Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on June 19, 2024, at 1:00 p.m., but the District reserves the right to reschedule any such meeting.

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Polk

Before me, the undersigned authority, appeared the affiant, Lucas Martin, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Vice President for Prince and Sons, Inc. ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No._____ dated _____

Addendum No._____ dated _____

Addendum No._____ dated _____

Addendum No._____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 4th day of June, 2024.

Proposer: _____
By: Lucas Martin
Title: Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of June, 2024, by Lucas Martin of _____, who is ☒ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

_____
Notary Public, State of Florida
Print Name: Amy Lavon Carter
Commission No.: HH 57319
My Commission Expires: October 26, 2024

AMY LAVON CARTER
Notary Public - State of Florida
Commission # HH 57319
My Comm. Expires Oct 26, 2024
Bonded through National Notary Assn.

V. PROPOSAL FORMS

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before June 12, 2024 at 11:00am (EST)

TO: Windward Community Development District

FROM: **PRINCE AND SONS, INC**
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Windward Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, **LUCAS MARTIN** REPRESENTING Prince and Sons, Inc. Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/specifications at the following prices:

I. Contract Proposal Amount: $ 236,844
(Please provide an average of all five years of pricing)

Annual Total, Year 1: $ 236,844

Annual Total, Year 2: $ 236,844

Annual Total, Year 3: $ 236,844

Annual Total, Year 4: $ 236,844

Annual Total, Year 5: $ 236,844

II. Proposer Information

NAME OF PROPOSER: **PRINCE AND SONS, INC.**

ADDRESS: **200 SOUTH F ST./ HAINES CITY 33844**

PHONE: **(863) 422-5207** FAX:

SIGNATURE: Lucas Martin

PRINTED NAME: **LUCAS MARTIN**

TITLE: **VICE PRESIDENT**

DATE: **6/1/2024**

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name PRINCE AND SONS, INC.

Street Address 200 SOUTH F ST.

P. O. Box (if any) _____

City HAINES CITY State FLORIDA Zip Code 38443

Telephone (863) 422-5207 Fax no. _____

1st Contact Name LUCAS MARTIN Title VICE PRESIDENT

2nd Contact Name JAMES SMITH Title OPERATIONS MANAGER

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? FLORIDA Date 6/1/2024

Is the Proposer in good standing with that State? Yes X No ___

If no, please explain _____

_____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes _X_ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	$ 2,000,000/ 5,000,000 UMBRELLA
Automobile Liability	$ 1,000,000
Workers Compensation	$ 1,000,000
Expiration Date	GL&AUTO-8/1/2024
	WORKERS COMP- 8/1/2024

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

ALL IN GOOD STANDING:IRRIGATION, APPLICATOR, BMP

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 14645 BOGGY CREEK RD

P. O. Box (if any) _____

City ORLANDO State FL Zip Code 32824

Telephone (863) 422-5207 Fax no. _____

1st Contact Name LUCAS MARTIN Title VICE PRESIDENT

2nd Contact Name JAMES SMITH Title OPERATIONS MANAGER

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

1 Supervisors, who will be onsite 2 days per week;
1 Technical personnel, who will be onsite 1 days per WEEK; and
5 Laborers, who will be onsite 2 days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes X No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: ANTHONY SANDRETTO

Position / Certifications: FERT/ PEST MANAGER- CPCO

Duties / Responsibilities: AGRONOMY/ CHEMICAL & FERTILIZATION APPLICATION SCHEDULING

% of Time to Be Dedicated to This Project: 10 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: WINTER GARDEN VILLAGE

Contact: Carol Nash Contact Phone: (689) 348-3614

Project Type/Description: Exclusive outdoor shopping district

Duties / Responsibilities: Full Service

Dollar Amount of Contract: $500,000/ Year

Proposer's Scope of Services for Project:

Full Service- Maintenance, Agronomy, Irrigation, Tree Work, Enhancements

Dates Serviced: 3 Years

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No X For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

  Background Check, E-Verify, Driving Record

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: PRINCE AND SONS

DATE: 6/1/2024

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
IAN PRINCE	OWNER/ PRESIDENT	FINANCING/ MANAGEMENT	WINTER HAVEN
LUCAS MARTIN	VICE PRESIDENT	LANDSCAPE MAINTENANCE DIVISION	LAKELAND
JAMES SMITH	OPERATIONS MANAGER	OPERATIONS	AUBURNDALE
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: PRINCE AND SONS

DATE: 6/1/24

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Lucas Martin	Vice President	Landscape Maintenance Division	Haines City	1/2 day per week	3	20
James Smith	Operations Manager	Field Operations	Orlando	1/2 day per week	4	17
Santos Pantoja	Account Manager	Managing Crew on Site	Orlando	2 days per week	3	15
Anthony Sandretto	Fert & Pest Manager	Agronomy	Haines City	1 day per week	4	12
Brian Huseman	Irrigation Manager	Monthly Irrigation Inspection	Haines City	3 days per month	2	25

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: PRINCE AND SONS

DATE: 6/1/2024

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
	List Attached		

LAWN MAINTENANCE FLEET LIST

VEHICLE	YEAR	VIN NUMBER	MAKE
ISUZU	2016	JALC4J168G7004209	ISUZU
2017 F250 SUPER DUTY	2017	1FDBF2A60HEB86610	FORD
ISUZU	2018	JALC4J16217007307	ISUZU
2018 NISSAN	2018	1N6BD0CT5JN714825	FRONTIER
2015 SPRAY TRUCK	2015	JL6BNE1A6FK000314	MITS
2020 F-150	2020	1FTEW1CP9LFA68804	F150
HINO 155DC	2019	JHHPDM1H3KK009505	155DC
FUSO FE160 MITS	2019	4UZBWK114KGKK1567	FE160
2021 F250	2021	1FDBAF2A67MED61414	F250
2021 ISUZU	2021	54DC4J1D4MS203942	ISUZU
2021 ISUZU--SPRAY	2021	54DC4W1DXMS203778	ISUZU
2023 F150	2023	1FTFW1ED9PFC99604	F150
2021 ISUZU	2021	54DC4J1D0MS203985	ISUZU
2022 F-250	2022	1FDBF2A61NEC29010	F250
2021 ISUZU	2021	54DC4W1D4MS209799	ISUZU
2021 ISUZU	2021	54DC4W1D7MS209800	ISUZU
2022 ISUZU	2022	54DC4J1D5NS201800	ISUZU
2022 FORD MAVERICK	2022	3FTTW8E95NRA41782	FORD MAVERICK
2019 F-150	2019	1FTEW1EP9KKF25467	F150
2022 ISUZU	2022	54DC4J1D5NS200775	ISUZU
2022 F250	2022	1FT7W2BTNEE55787	F250
2022 ISUZU	2022	54DC4J1D7NS200776	ISUZU
2023 ISUZU	2023	54DC4J1D7PS202255	ISUZU
2022 ISUZU	2022	54DC4J1D0NS202269	ISUZU
2022 ISUZU	2022	54DC4J1D9NS201279	ISUZU
2023 ISUZU	2023	54DC4J1D1PS200999	ISUZU
2023 ISUZU	2023	54DC4J1D4PS203881	ISUZU
2022 FORD MAVERICK	2022	3FTTW8E33NRA84822	FORD MAVERICK
2022 FORD VAN	2022	1FTBR2X8XNKA54911	FORD VAN
2023 ISUZU	2023	JALC4W169P7012767	ISUZU
2023 ISUZU	2023	54DC4J1DXPS203660	ISUZU
2023 ISUZU	2023	54DC4J1D6PS201808	ISUZU
2023 FORD MAVERICK	2023	3FTTW8E33PRA17849	FORD MAVERICK
2023 FORD MAVERICK	2023	3FTTW8E38PRA17801	FORD MAVERICK
2023 FORD MAVERICK	2023	3FTTW8E38PRA17052	FORD MAVERICK
2023 CHEVROLET LCF4500	2023	54DCDW1D5PS210951	CHEVROLET 4500
2024 ISUZU	2024	54DC4J1D7RS202629	ISUZU
2024 ISUZU	2024	54DC4W1D4RS204562	ISUZU
2022 F-250	2023	1FDBF2B6XNEG36743	FORD
2022 F-150	2022	1FTEW1E51PFB66943	FORD
2024 ISUZU	2024	54DC4W1D7RS208203	ISUZU
2024 F-150	2024	1FTEX1EP1PKF70567	FORD

SPRAYER

60 GALLON SPRAYER	2023	412264343	SPRAYER
Z-AERATE AERATOR	2023	FS541V30	AERATOR
50 GAL ALUM SKID SPRAYER	2023	CSJ-SS-280	SPRAYER
Z-SPRAY MAX HOPPER	2023	414130027	SPRAYER

TRACTORS

2021 6120M TRACTOR	2021	1L06120MVMG108365	6120M TRACTOR
JD CAB TRACTOR		1P06115DAA020907	6115D

TRAILERS

TRAILER #49	2021	1XNBUI627M1114242	7X16 UTILITY
TRAILER #51	2021	1XNBU1629M1120429	7X16 UTILITY
TRAILER #54	2021	1XNBU1620M1120240	7X16 UTILITY
TRAILER #58	2023	1XNBU1017P1137217	6X10 UTILITY TRLR
TRAILER #59	2023	1XNBU1013P1137151	6X10 UTILITY TRLR
TRAILER #60	2023	1XNBU1626P1136771	7X16 HD UTILITY TRLR
TRAILER #61	2023	7TKBE1621RN007991	7X16 ENCLOSED
TRAILER #62	2021	1XNBU1428M1114950	7X14 TA
TRAILER #63	2021	1XNBU1010M1124806	6X10 UTILITY TRLR
TRAILER #65	1980		
TRAILER #68	2022	1XNBU1221N1134106	7X12 TA UTILITY

GATORS

JD GATOR	2023	1M04X2SJPPM181148	GATOR
JD GATOR	2023	1M04X2SJKPM181149	GATOR
JD GATOR	2023	1M04X2SJTPM181147	GATOR
JD GATOR	2023	1M04X2SJEPM181176	GATOR
JD GATOR	2023	1M04X2SJCPM181339	GATOR
JD GATOR	2023	1M04X2SJJPM181220	GATOR
JD GATOR	2023	1M04X2SJCPM181230	GATOR
JD GATOR	2023	1M04X2SJTPM181231	GATOR
JD GATOR	2023	1M04X2SJHPM181239	GATOR
JD GATOR	2023	AM0825MBCPM060941	GATOR

MOWERS

SUPER S FX 850 60"	2019	20064083	FX850-60"
SUPER Z HD 72" BS	2019	20032938	VANGUARD 36H
SUPER Z HD 72" BS	2019	20033292	VANGUARD 36H
HUSTLER-SUPER S MOWER	2019	21032987	FX850-60"
HUSTLER-SUPER S MOWER	2019	21032988	FX850-60"
SUPER 104" HUSTLER	2021	21043682	HST939470
SUPER 104" HUSTLER	2021	21041184	HST939470
HUSTLER-SUPER S MOWER WITH QWIK CHUTE	2021	21070731	FX850/60"

HUSTLER-SUPER S MOWER WITH QWIK CHUTE	2021	21070732	FX850/60"
HUSTLER-SUPER S MOWER WITH QWIK CHUTE	2021	21084963	FX850V/52
SUPER S FX850/60" WITH QWIK CHUTE	2021	21100013	FX850/60"
SUPER S FX850V/52 WITH QWIK CHUTE	2021	21091848	FX850V/52
SUPER S FX850/60" WITH QWIK CHUTE	2021	21100014	FX850/60"
SUPER S 36 FS541V WITH QWIK CHUTE	2021	21071816	HST940205
SZHD VANGUARD 40 EFI	2022	22036090	HST942243
SUPER104 VANGUARD 40EFI	2022	22031748	HST942318
SUPER HD VAN 40EFI	2022	22036519	HST942243
SUPER104 VAN 40EFI	2022	22032446	HST942318
SUPER S FX850 /52	2022	22030049	HST940296
SUPER S FX850/52	2022	22030050	HST940296
SUPER S FT691 52"	2022	22044486	HST942292
SUPER S FT691 52"	2022	22042578	HST942292
SUPER S FX600V/36"	2022	22051740	HST940288
SUPER S FX850/60" WITH QWIK CHUTE	2022	22052522	HST940304
SUPER S FX850/60" WITH QWIK CHUTE	2022	22061601	HST940304
SUPER S FX850/60" WITH QWIK CHUTE	2022	22053348	HST940304
SUPER S FX850/60" WITH QWIK CHUTE	2022	22061295	HST940304
SUPER S FX850/60" WITH QWIK CHUTE	2022	22061296	HST940304
SUPER S FX850/60" WITH QWIK CHUTE	2022	22061604	HST940304
SUPER S FX850/60" WITH QWIK CHUTE	2022	22061600	HST940304
SUPER S FX850/60" WITH QWIK CHUTE	2022	22056448	HST940304
SUPER S FX600V/36" WITH QWIK CHUTE	2022	22065037	HST940288
SUPER S FX600V/36" WITH QWIK CHUTE	2022	22126019	HST940288
SUPER S FX600V/36" WITH QWIK CHUTE	2022	22126020	HST940288
SUPER S FX850V52" WITH QWIK CHUTE	2022	22075341	HST940296
SUPER S KAWFX850/52 WITH QWIK CHUTE	2023	23010015	HST943134
SUPER S KAWFX850/52 WITH QWIK CHUTE	2023	23013057	HST943134

HYPERDRIVE FX1000/72"	2023	23021620	HST943019
SUPER S KAW FX850/60"	2023	23022660	HST943167
SZ HD FX1000/72"	2023	23021621	HST943019
SUPER S KAW FX850/60"	2023	23015931	HST943167
SUPER S KAW FX850/60"	2023	23022661	HST943167
SUPER S KAW FX850/60"	2023	23022302	HST943167
SUPER S KAW FX850/60"	2023	23022662	HST943167
SUPER S KAW FX850/60"	2023	23015933	HST943167
JOHN DEERE ROTARY MOWER	2012	1TC8800XECT050212	
SUPER Z FX100/72"	2023	23025014	HST942888
SUPER S KAW/60"	2023	23035374	HST943167
SUPER S KAW/60"	2023	23035051	HST943167
SUPER S KAW/60"	2023	23031747	HST943167
SUPER S KAW FX850/60"	2023	23054341	HST943175
SZ HD FX1000/72"	2023	23090436	HST943019
SUPER S FX600V/36"	2023	23090007	HST940288
SUPER S KAW FX850/60"	2023	23091002	HST943167
SUPER S KAW FX850/60"	2023	23091003	HST943167
SUPER S KAW FX850/60"	2023	23091004	HST943167
SUPER S KAW FX850/60"	2023	23091006	HST943167
SUPER S KAW FX850/60"	2023	23091005	HST943167
SZ HD FX1000/72"	2024	23090434	HST943019
SZ HD FX1000/72"	2024	23090439	HST943019

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
  Yes X *No* ___
  If yes, please provide the following information for each project (attach additional sheets if necessary):

  Project Name/Location: Astonia CDD

  Contact: Allen Bailey/ GMS Contact Phone: (407) 460-4424

  Project Type/Description: CDD

  Dollar Amount of Contract: $200,000/ Year

  Scope of Services for Project: Full Service CDD

  Dates Serviced: 3 Years

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

  2023 = $28,000,000

  2022 = $18,000,000

  2021 = $9,000,000

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

  Project Name/Location: VillaMar CDD

  Contact: Marshall Tindall/ GMS Contact Phone: (407) 841-5524

  Project Type/Description: Full service CDD

  Dollar Amount of Contract: $150,000/ year

  How was the project similar to this project? Full service CDD with many residents

  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

Full maintenance, fertilization, enhancements, irrigation inspections/ repairs, tree services

List of equipment used on site: Mowers, hand held equipment, spreaders, irrigation equipment

List of subcontractors used: None

Is this a current contract? Yes X No ___

Duration of contract: 3 Years

- *(Information regarding similar projects – continued)*

Project Name/Location: Bonnet Springs Park

Contact: Bill Tinsley Contact Phone: (863) 860-2176

Project Type/Description: High end, privately owned 80 acre park

Dollar Amount of Contract: $800,000

How was the project similar to this project? Highest expectations for quality of work

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Mowing, detailing, controlling/ repairing irrigation system that includes 24 hour monitoring

customizing schedules to accomodate large events and school groups

List of equipment used on site: Mowers, hand held equipment, spreaders, irrigation equipment

List of subcontractors used: NONE

Is this a current contract? Yes X No ___

Duration of contract: 3 Years

- *(Information regarding similar projects – continued)*

Project Name/Location: Lakes of Laurel Highlands

Contact: Chris Lee Contact Phone: (407) 572-3081

Project Type/Description: HOA Common Area Maintenance

Dollar Amount of Contract: $250,000/ year

How was the project similar to this project? High end community with demanding residents

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Full maintenance, fertilization, enhancements, irrigation inspections/ repairs, tree services

List of equipment used on site: Various mower types, hand held equipment, spreaders, irrigation equipment

List of subcontractors used: None

Is this a current contract? Yes X No ___

Duration of contract: 5 Years

- *(Information regarding similar projects – continued)*

Project Name/Location: Towne Park 2 CDD

Contact: Allen Bailey/ GMS Contact Phone: (407) 460-4424

Project Type/Description: _____

Dollar Amount of Contract: $230,000/ year

How was the project similar to this project? Full service CDD

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

Full maintenance, fertilization, enhancements, irrigation inspections/ repairs, tree services

List of equipment used on site: Mowers, hand held equipment, spreaders, irrigation equipment

List of subcontractors used: None

Is this a current contract? Yes X No ___

Duration of contract: 3 Years

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes X No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: Townes of Leafside

Contact: Jessica Hardin Contact Phone: (813) 892-5779

Project Type/Description: Full service townhome association

Dollar Amount of Contract: $90,000

Scope of Services for Project: _____

Full maintenance, fertilization, enhancements, irrigation inspections/ repairs, tree services

Dates Serviced: 2023-2024

Reason for Termination: Transition from developer control to homeowner control.

They changed the scope and changed to a much cheaper company.

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No X*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? Experience MOD rate of 0.78

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No ___

If yes, please describe each incident Fell off ladder and hurt back

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
Yes ___ No X If yes, please provide:

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

  None

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

  None

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:*

  Identify the Case # and Tribunal:_____

  Describe the Nature of the Action:_____

  Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (X) If yes, please explain:*

PROPOSAL FORM
PART IV - PRICING

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the "Pricing Form"). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

Windward Community Development District Landscape Fee Summary

Contractor: Prince and Sons, Inc.

Address: 14645 Boggy Creek Rd.
Orlando, FL 32824
Phone: (863) 422-5207
Fax:
Contact: Lucas Martin
Email: lmartin@princeandsonsinc.com

Property: WINDWARD CDD

Address: 219 E. Livingston St.
Orlando, Florida, 32801
Phone:

Contact:
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A) - Mowing/Detailing	8,928	5,952	5,952	14,880	11,904	11,904	14,880	11,904	14,880	11,904	5,952	5,952	[illegible]
TURF CARE (Component B) Bahia/St Augustine/Zoysia		2,310		2,310		2,310		2,310		2,310		2,310	[illegible]
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching			2,598			2,598			2,598			2,598	[illegible]
IRRIGATION MAINT. (Component D)	900	900	900	900	900	900	900	900	900	900	900	900	[illegible]
ANNUAL CHANGES (Component E.1)	2,400			2,400			2,400			2,400			[illegible]
Per Annual Pricing: $2	1,200			1,200			1,200			1,200			
BED DRESSING - Estimate mulch yds (Component E.2)					16,500						16,500		[illegible]
Per Yard Pricing: $55					Mulch Yds 300						Mulch Yds 300		
PALM TRIMMING 2x Per Year (Component E.3) *Per Palm Price:$45*						17,100						17,100	[illegible]
Palm counts: 380													
TOTAL FEE PER MONTH:	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Bid Fee Schedule	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	[illegible]

Extra Services Annual Changes, Palm Pruning, Mulch	[illegible]

TOTAL	[illegible]

Initials_____ _____

PROPOSAL FORM
SIGNATURE PAGE

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

Dated this 4th day of June, 2024.

Proposer: [signature]
By: Lucas Martin
Title: Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 4th day of June, 2024, by Lucas Martin of Prince + Sons, Inc., who is ☒ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

[signature]
Notary Public, State of Florida
Print Name: Amy Lavon Carter
Commission No.: HH 57319
My Commission Expires: October 26, 2024

AMY LAVON CARTER
Notary Public - State of Florida
Commission # HH 57319
My Comm. Expires Oct 26, 2024
Bonded through National Notary Assn.

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: PRINCE AND SONS, INC.

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

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

Signature of Authorized Signatory of Proposer

Sworn before me on June 4, 2024

Notary Public Signature

AMY LAVON CARTER
Notary Public - State of Florida
Commission # HH 57319
My Comm. Expires Oct 26, 2024
Bonded through National Notary Assn.

Notary Stamp

VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____ 2024, by and between:

WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the "**District**"), and

_____, a Florida _____, with an address of _____ ("**Contractor**").

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

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

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

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

2. CONTRACTOR OBLIGATIONS.

A. ***Scope of Services***. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** ("**Work**"), for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B** ("**Landscape Maintenance Area**"), both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed,

which adjustments shall not result in change in the price for the Work as reflected in Contractor's fee summary attached hereto as **Exhibit C** ("**Fee Summary**") and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

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

C. ***Manner of Contractor's Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner acceptable to the District and shall be in accordance with all applicable standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. The Contractor warrants that the Work shall be free from any defects in workmanship and Contractor agrees to a warranty for a period of one year from completion of any portion of the Work to repair any deficiencies, fixes or touch-ups needed.

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

E. ***Rain Days.*** In the event that time is lost due to heavy rains ("**Rain Days**"), Contractor agrees to reschedule its employees and divide their time accordingly to

complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

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

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

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

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

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

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

H. ***Deficiencies***. Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars

($100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

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

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

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

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

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

N. ***Independent Contractor Status.*** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees

of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. ***Term.*** The term of this Agreement shall be from August 1, 2024, to September 30, 2025 ("**Year 1**"), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. ***Compensation.*** As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed _____ **Dollars ($_____)** per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C.**

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

D. ***Payments by the District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were

provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

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

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. **INSURANCE.**

A. ***Insurance Required.*** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance

coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

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

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

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

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

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

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least $1,000,000 per occurrence and $1,000,000 on aggregate.

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

employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

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

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

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

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

6. INDEMNIFICATION.

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

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

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's

responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

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

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

7. MISCELLANEOUS PROVISIONS

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

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

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

D. ***Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

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

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

fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

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

A. If to the District: Windward Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn.: District Manager, Jason Showe

With a copy to: Latham, Luna, Eden & Beaudine
201 S. Orange Ave, Ste. 1400
Orlando, Florida 32801
Attn.: District Counsel, Jan A. Carpenter, Esq.

B. If to Contractor: _____
_____
_____
Attn.: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next

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

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JBURNS@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

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

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

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

E-Verify.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statues*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes,* shall promptly terminate its agreement with such person or entity.

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

R. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

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

incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes.*

[*Remainder of this page intentionally left blank*]

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

ATTEST:

WINDWARD COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____
☐ Secretary
☐ Assistant Secretary

_____

By: _____
☐ Chairperson
☐ Vice Chairperson

WITNESS:

[CONTRACTOR]

_____

By: _____
Its: _____

_____

By: _____
Its: _____

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

Exhibit A: Scope of Services

Windward CDD Landscape Maintenance Bid Instructions

Attention Bidder,

Please follow the instructions listed below for additional info on the landscape maintenance services bid for Windward CDD including the Fee summary sheet, the scope of services and the landscape map. Thank you.

Instructions and additional information:

1. Please provide a filled-out fee summary schedule (Separate Excell spreadsheet). The Components in the scope align with the components in the fee summary.
2. Please refer to provided coverage area map, and the scope for this bid.
3. The scope of services has the base level of service expected to maintain the property. Please note any additional or recommended services that go beyond the provided scope of services.
4. Please refer to the specs in the scope for turf management, irrigation maintenance and other aspects of landscape maintenance for the property. It is broken down into two main sections which are Essential Services and Extra Services.
5. Please take extra care when it comes to fertilization/pest/OTC/Drenching programs for palms. The property has many specialty palms and palms susceptible to disease and pests.
6. Please take extra care when reviewing the Irrigation maintenance specifications. Irrigation maintenance inspections being done per the scope is very important and should be priced accordingly.
7. It is expected you will use the scope, map, and existing site conditions to create your bid. This includes palm counts, irrigation zone and controller counts. The bid packet contains all the information we have to provide for this bid. If additional information is needed about plant counts, or other items regarding current site conditions, it will require bidders taking time onsite to inspect and obtain that information themselves.

Clarification:

1. Please note that while the CDD owns the entire right of way, we do NOT maintain the strip between sidewalk and curb in front of homesites. Otherwise, we do maintain landscaping in the pink areas. We do maintain all medians and between the sidewalk and curb in all areas not Infront of a home. This includes areas adjacent to ponds and CDD common areas.
2. There are approximately 380 palms. Proposers are responsible for verification.
3. The property will require approximately 300 yds twice a year, approximately 600 total yards annually. Proposers are responsible for verification.
4. Each annual rotation is approximately 1200 annuals. This has been entered into the fee summary. Proposers are responsible for verification.
5. The contract is also responsible for emptying approximately 10 dog stations on a weekly basis and restock the bags. Proposers are responsible for verification.

Windward CDD

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

General Services- Component "A"

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia, and Zoysia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed. Pond banks will not be mowed when weather conditions would cause concern that they would be damaged.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"–3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they

shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal

of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

The contract is responsible to empty and refill dog stations on property once per week. There are 10 dog stations.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period**. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly**. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.
The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program

ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
  October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July:Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

Application Requirements: Fertilization

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A

complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation. **Contractor will also include quarterly OTC injections on palms that will benefit from it such as varieties of date palms.**

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from

negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component "D" – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection should be performed during the same week(s) each month. Repairs under $500 should be carried out each month with just verbal confirmation. Anything over $500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management's discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the normal rates.

When it is not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance.
Contractor will provide a 24 hour "Emergency" number for irrigation repairs.
Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (When Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.
Beds are to remain weed – free at all times.
All declining blooms are to be removed immediately.
Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
Pre-emergent herbicides are not to be used in annual beds.
Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty
Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

Exhibit B: Landscape Maintenance Map

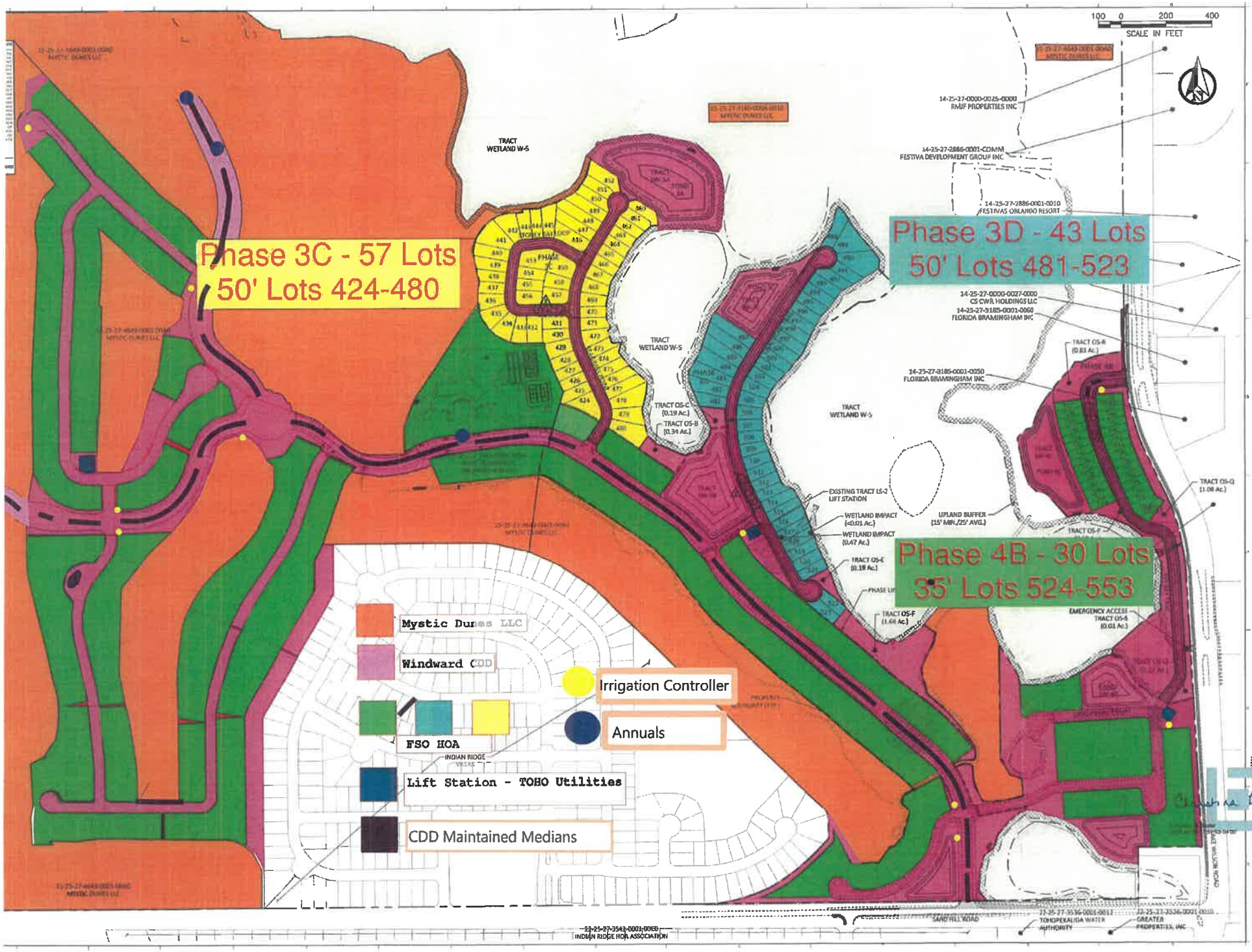
Phase 3C - 57 Lots
50' Lots 424-480
Phase 3D - 43 Lots
50' Lots 481-523
Phase 4B - 30 Lots
35' Lots 524-553
Mystic Dunes LLC
Windward CDD
FSO HOA
Lift Station - TOHO Utilities
CDD Maintained Medians
Irrigation Controller
Annuals
SCALE IN FEET
TRACT WETLAND W-5
14-25-27-0000-0025-0000
RMJF PROPERTIES INC
14-25-27-2886-0001-COMM
FESTIVA DEVELOPMENT GROUP INC
14-25-27-2886-0001-0010
FESTIVAS ORLANDO RESORT
14-25-27-0000-0027-0000
CS-CWA HOLDINGS LLC
14-25-27-3185-0001-0060
FLORIDA BRAMINGHAM INC
14-25-27-3185-0001-0050
FLORIDA BRAMINGHAM INC
TRACT OS-C (0.19 Ac.)
TRACT OS-B (0.34 Ac.)
TRACT OS-R (0.83 Ac.)
TRACT OS-Q (1.08 Ac.)
EXISTING TRACT LS-2 LIFT STATION
WETLAND IMPACT (<0.03 Ac.)
WETLAND IMPACT (0.47 Ac.)
UPLAND BUFFER (15' MIN./25' AVG.)
TRACT OS-E (0.18 Ac.)
TRACT OS-F (1.68 Ac.)
EMERGENCY ACCESS TRACT OS-S (0.01 Ac.)
INDIAN RIDGE
SAND HILL ROAD
INDIAN RIDGE HOA ASSOCIATION
TOHOPEKALIGA WATER AUTHORITY
GREATER PROPERTIES, INC

Exhibit C: Fee Summary

Exhibit D: Form of Work Authorization

WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2024 (the "**Agreement**"), by and between:

> **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida (the "**District**"), and
>
> _____, a Florida _____, with an address of _____ ("**Contractor**").

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

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

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

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

ATTEST:

_____

By: _____
☐ Secretary
☐ Assistant Secretary

WINDWARD COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____
☐ Chairperson
☐ Vice Chairperson

[CONTRACTOR]

_____

By: _____
Its: _____

Exhibit A Proposal for Additional Services

Windward Community Development District Landscape Fee Summary

Contractor: Prince and Sons, Inc.

Address: 14645 Boggy Creek Rd.
Orlando, FL 32824
Phone: (863) 422-5207
Fax:
Contact: Lucas Martin
Email: lmartn@princeandsonsinc.com

Property: WINDWARD CDD

Address: 219 E. Livingston St.
Orlando, Florida, 32801
Phone:

Contact:
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A) - Mowing/Detailing	8,928	5,952	5,952	14,880	11,904	11,904	14,880	11,904	14,880	11,904	5,952	5,952	[illegible]
TURF CARE (Component B) Bahia/St Augustine/Zoysia		2,310		2,310		2,310		2,310		2,310		2,310	[illegible]
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching			2,598			2,598			2,598			2,598	[illegible]
IRRIGATION MAINT. (Component D)	900	900	900	900	900	900	900	900	900	900	900	900	[illegible]
ANNUAL CHANGES (Component E.1)	2,400			2,400			2,400			2,400			[illegible]
Per Annual Pricing: $2	1,200			1,200			1,200			1,200			
BED DRESSING - Estimate mulch yds (Component E.2)					16,500						16,500		[illegible]
Per Yard Pricing: $55					Mulch Yds 300						Mulch Yds 300		
PALM TRIMMING 2x Per Year (Component E.3) *Per Palm Price:$45*						17,100						17,100	[illegible]
Palm counts: 380													
TOTAL FEE PER MONTH	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Fixed Fee Schedule	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	[illegible]

Extra Services Annual Changes, Palm Pruning, Mulch	[illegible]

TOTAL	[illegible]

Initials LM

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF FL
COUNTY OF Polk

Before me, the undersigned authority, appeared the affiant, Lucas Martin, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Vice President for Prince and Sons, Inc ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1 dated June 7, 2024

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 10th day of June, 2024.

Proposer: Prince and Sons, Inc/Lucas Martin
By: [signature]
Title: Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of June, 2024, by Lucas Martin of Prince & Sons, Inc. who is ☒ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

[signature]
Notary Public, State of Florida
Print Name: Amy Lavon Carter
Commission No.: October 26, 2024
My Commission Expires: HH 57319

AMY LAVON CARTER
Notary Public - State of Florida
Commission # HH 57319
My Comm. Expires Oct 26, 2024
Bonded through National Notary Assn.

Windward Community Development District

Addendum #1
Windward CDD RFP 2024
Landscape Maintenance Services

June 7, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

CLARIFICATIONS/QUESTIONS:

Q1: How many mow cycles should we propose for this bid?

A1: Propose 42 mow cycles.

Q2: II.6. Familiarity With the Project: In regards to the "as is" condition of acceptance, will a remediation priced as a one-time additional billable service be permitted if the conditions of the site are not up to the standard expected by the CDD? Who will be responsible for this remediation?

A2: A one time service proposal for elements that the proposer believes need immediate remediation can be provided by the proposer at any time. The expectation is that the proposers service over time will improve the site conditions to a satisfactory state. Fair consideration for current conditions and the time it takes to accomplish these changes will be considered.

Q3: Is the current condition of the site up to the standard expected by the CDD?

A3: No. The site has much needed improvement at this time.

Q4: II.15.J: Will the certificate of insurance required Windward CDD to be listed as additional insured?

A4: Yes.

Q5: II.20. Mandatory and Permissive Requirements: The requirement that bidders attend the Mandatory Pre-Proposal Meeting conflicts with prior information that there is no mandatory pre-proposal meeting for this bid. Please confirm.

A5: There was no Pre-bid meeting therefore no mandatory attendance.

Q6: If the open site visit period serves as a mandatory pre-bid for this bid, please provide a list of bidders who have conducted site visits during this period.

A6: There was no mandatory pre-bid meeting of any kind. The information of what bidders provided proposals for the site for this RFP will be available after the bids are opened.

Q7: Windward CDD Landscape Fee Summary: Will per-application mulch amounts in square yards be required in the fields for which these applications will be performed (i.e. columns "May" and "Nov" in row "BED DRESSING – Estimate mulch yds")

A7: Mulch is to be proposed in cubic yards. Yes the fee summary requires bidders to propose how many yards will be used per application.

Q8: Windward CDD Landscape Fee Summary: Does the requested mulch yards estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A8: Cubic Yards.

Q9: Windward CDD Landscape Fee Summary: Palm pruning is listed as an "Extra Service" alongside annual changes and mulch, while previously only annual changes and mulch were to be considered extra services. Please verify that palm pruning will be considered an extra service not to be included in the base contract amount.

A9: Palm pruning is labeled under the "Extra Services". The contract can be written to include Extra services or not. That is at the board's discretion, but all bidders must include numbers for these services.

Q10: Scope of Services.Clarification.3: Do the yards of mulch provided in the CDD's estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A10: Cubic yards.

Q11: Scope of Services.Clarification.4: The CDD estimates 1200 annuals to be changed per rotation. However, in the Landscape Fee Summary, a note indicates that there are "None at this time". Please clarify these conflicting notes.

A11: "None at this time" is an error. The bid is for 1200 estimated annuals.

Q12: Scope of Services.Clarification.5: How many bags are required to be stocked per dog station?

A12: The intent is that the stations remain stocked at all times. Each station has different levels of usage. The bidder will have to estimate bag quantity to stock each week during their service of the stations.

Q13: Scope of Services.Clarification.5: Are bag rolls or bag boxes preferred for dog stations? Which size for each?

A13: The final decision will be left up to the bidder as long as the stations are user friendly and remain stocked. Please review onsite stations for what is currently used.

Q14: Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.

A14: This is defined in the Staffing section under General Services- Component "A" of the scope.

Q15: Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated? Is there any other unirrigated turf on the site outside of pond areas and banks?

A15: All pond banks are unirrigated. There are some other unirrigated spaces. The vendor will need to perform a site review for clarification. Only pond banks pertain to the 32 times annual mow schedule.

Q16: Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".

A16: Focal = Relating to the center or main points of interest. This includes entry monuments, annual beds, etc.

Q17: Landscape Scope of Work.General Services.Detailing: "A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations." This conflicts with prior information stating that detailing will occur once every three weeks, or approximately 17 times per year. Please clarify these conflicting notes.

A17: The property should be divided into thirds and a portion done each week. This requires a visit each week for 52 weeks annually.

Windward Community Development District

Q18: Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.

A18: Please refer to the scope and any best recommended practices the bidder uses for these services. This is something that can change based on weather conditions or bloom cycles.

Q19: Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.

A19: Trash should be removed from all service areas when they are being serviced. At a base level that is whenever an area is mowed, and yes when an area is detailed every three weeks. Additional trash pickup may be required in some areas at management request.

Q20: Please provide a breakdown of St. Augustine, Bahia, and Zoysia turf areas.

A20: The service map provided should be used to generate the bid. Bidders are responsible to review the site and determine turf locations throughout the site. The CDD will not provide that information for this bid. The CDD does not have this information readily available.

Q21: Turf Care Program. Bahia – Where Applicable (Irrigated areas only): Please define irrigated areas as they pertain to Bahia turf. Will only irrigated Bahia receive chemical applications, or are irrigated areas synonymous with Bahia areas?

A21: Irrigated areas as they pertain to Bahia turf would be any Bahia turf area that received irrigation. Yes, only irrigated Bahia areas will receive chemical applications.

Q22: Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.

A22: None at this time.

Q23: Please provide an irrigation zone count.

A23: The CDD does not have a count of exact irrigation zone quantities. Bidders are expected to provide their best estimate based on a review of the property. An exact count of the zones is not necessary to provide a bid.

Q24: Irrigation Maintenance.Frequency of Service: Will material costs for all repairs, including those under $500, be considered an additional billable service beyond the hourly irrigation repair rate provided?

A24: Yes. Please refer to Component D for items included in the inspection and those that are extra billable services.

Q25: Please confirm that only areas outlined in pink on the provided map will be included under this bid.

A25: That is correct.

Q26: Please provide current contract.

A26: The current contract is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking the current contract is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q27: Please provide previous bid tab.

A27: The previous bid tab is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking district records is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q28: Please provide the name of current service provider.

A28: The property is currently serviced by Juniper.

Q29: Do additional fee summary schedules need to be copied and filled for all 5 years of pricing?

A29: No. Please provide a fee summary for the first year and list the additional years inside the bid packet where allocated.

Q30: Is there a maximum allowable annual increase in pricing between years?

A30: No. There are no parameters or restrictions on increases. Of course any annual increases will be reviewed by the board and is subject to board approval

Windward Community Development District

Please sign and return with your bid packet. Attach this form to your bids.

NAME OF FIRM:
Prince and Sons, Inc.

SIGNATURE:

DATE: 6/10/24

SECTION h.

ROTOLO CONSULTANTS, INC.

WWW. ROTOLOCONSULTANTS.COM

RCI

LANDSCAPE • MAINTENANCE • CONSTRUCTION

ROOTED IN TRADITION · GROWING THE FUTURE

Proposal Prepared For:

Windward CDD

Osceola County, Florida

June 12, 2024

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LETTER FROM OUR PRESIDENT

www.RotoloConsultants.com
P: 800.641.2427

June 12, 2024

Windward Community Development District
Governmental Management Services
Central Florida, LLC
219 E. Livingston St.
Orlando, FL 32801

Re: RFP Windward Community Development District -- Landscape & Irrigation Maintenance

To Whom It May Concern:

Rotolo Consultants, Inc. (RCI) is pleased to submit the following proposal for Windward Community Development District (Windward CDD). With our vast experience servicing a variety of clients from HOAs and Cities to Healthcare facilities and Higher Ed institutions, we feel we can offer the expertise and quality care you seek for your CDD. Our dedicated staff consists of a number of degreed horticulturists, arborists, turf specialists, agronomists, and hands-on owners. We have assembled a team that share a passion for providing the best possible service in our industry. At RCI, we pride ourselves in ensuring our clients receive the highest quality care for their properties.

RCI fully understands the extent and scope of the work required under the RFP and is ready to enter into a contract. We will provide the necessary staff, equipment, and management to execute the work outlined within the RFP.

The person authorized to contractually obligate RCI is:
Michael Rotolo, President & COO
Phone: 800.641.2427
Email: mrotolo@rotoloconsultants.com

The point of contact for contractual clarifications will be:
K. Scott Brewer, Corporate Strategy Manager
Phone: 800.641.2427, Ext 102
Cell: 901.331.1247
Email: sbrewer@rotoloconsultants.com

The team at Rotolo Consultants, Inc. looks forward to a partnership with Windward CDD. We are confident in our team's ability to create a lasting impact on your community's properties entrusted to us.
Sincerely,

Michael Rotolo
President & COO
Rotolo Consultants, Inc.

NARRATIVE DESCRIPTION OF SERVICES PROVIDED

In order to provide a full maintenance service each mowing cycle, RCI proposes a routine maintenance staff of four (4) employees, as well as one (1) designated Project Manager, as well as one (1) Area Manager and one (1) Regional Manager. This crew will also be tasked with handling additional enhancements such as mulch replacement and seasonal color changeouts upon request. This will be coupled with an additional crew of two (2) employees to handle all chemical applications as requested. This crew count reflects servicing during weekdays to execute the work required.

Lawn Care and Grounds Maintenance services will be provided on a weekly basis. RCI is fully capable and intends to provide all required labor, equipment, and materials to prosecute the scope of work as requested beyond palm pruning to be performed utilizing a subcontractor. All crew members will wear RCI branded shirts and hats. Our trucks are equipped with company logos as well. The maintenance crew will be equipped with a crew truck that includes zero-turn 60" and 72" mowers as well as various small tools including string trimmers, backpack blowers, stick edgers, hedge trimmers, and numerous other hand tools that may be needed to provide services. (Full equipment list of RCI inventory can be provided upon request.)

RCI will ensure to remove all trash, debris, excess leaf drop and limbs prior to commencement of mowing operations. All debris gathered will be disposed of in accordance with local laws and ordinances. Once site is clean, RCI will commence mowing and grounds maintenance services including grass mowing, string trimming, edging, weeding of beds, pruning of shrubs, tree trimming for proper clearances and sightlines and blowing & clean-up of debris generated during services. Blowing will also include paved surfaces and parking lots, etc.

Chemical applications will be scheduled at specific times throughout the year as per Windward CDD's application schedule. All chemical applications will be proposed to Windward CDD prior to application and, upon approval, we will complete the specified applications and provide documentation of records immediately thereafter. Copies of all applicable licenses, as well as general licenses for the State of Florida are attached with bid submittal.

RCI will be available for inspections of each location with the proper Windward CDD representatives if and when requested. Please also see attached quality control documentation following this narrative which provides a thorough outline of how RCI ensures quality of service throughout the year.

All pruning services will abide by horticulturally acceptable standards and practices and will be provided during the proper time of year per plant species to avoid negatively impacting growth, health, or blooming of flowering species.

Any service that may be delayed due to inclement weather will be provided on the following day, site conditions permitting. If unfavorable site conditions persist for multiple consecutive days, RCI will make sure to discuss these specific cases directly with Windward CDD to establish a proper plan of action which will satisfy all parties involved.

We hope that the above narrative, along with the corresponding supplemental information and documentation as referenced above will provide Windward CDD with the comfort and confidence in RCI's ability to properly staff and equip our crews to provide the services as requested. If there are any questions or if Windward CDD would like to request any further information or documentation to demonstrate RCI's ability of capability, please feel free to contact us at any time and we will be more than happy to assist in any way possible.

COMPANY MISSION STATEMENT

RCI is committed to providing quality products and services by incorporating creativity, professionalism, integrity and continuous improvement. In the on-going spirit of partnership, we strive to provide a rewarding atmosphere for our team in order to produce outstanding results for our clients.

COMPANY CORE VALUES

Our core values are the key to our success and the reason our clients come back to us again and again, often asking for our senior team members and superintendents by name since 1978.

Integrity

We conduct our business with honesty, reliability and consistency in order to produce positive results for both our clients and our team members.

Creativity

We seek innovative solutions for clients via imaginative and unique approaches delivered impeccably by our team of industry professionals.

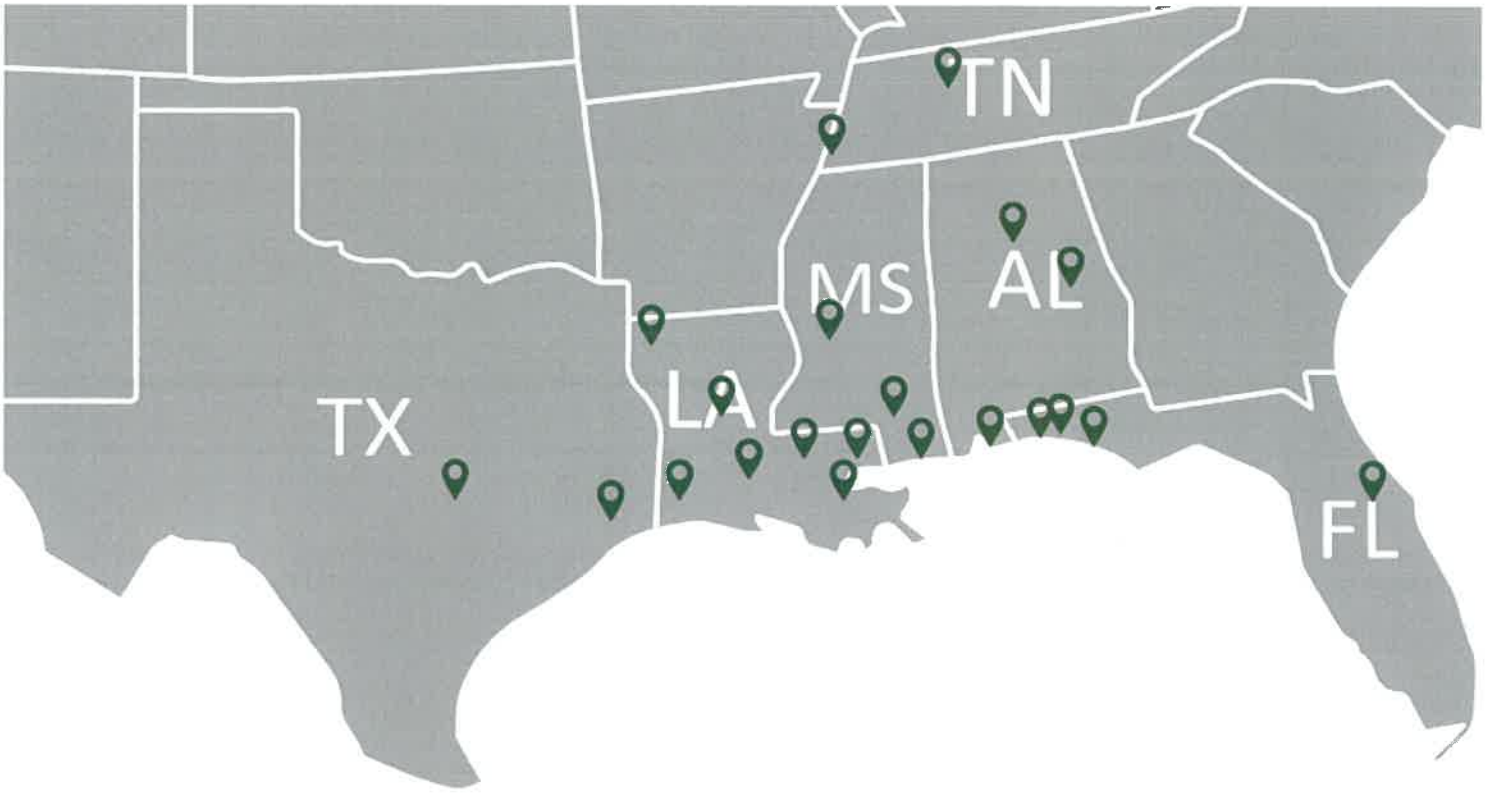
Passion

We are passionate about what we do, and this passion fuels our team to be the best at what we do each and every day for each and every client.

COMPANY PROFILE
RCI LOCATIONS

RCI is currently operational out of 21 cities within 6 states in the southeast.

Alexander City - Alexandria - Austin - Baton Rouge - Biloxi - Birmingham - Destin - Foley - Hattiesburg - Houston - Jackson - Lake Charles - Lafayette - Memphis - Nashville New Orleans - Orlando - Panama City Beach - Santa Rosa Beach - Shreveport - Slidell



RCI ORLANDO OFFICE

1733 Benbow Ct
Apopka, FL 32703
(689) 999-4782

RCI KISSIMMEE FACILITY

1492 Ree Lane
Kissimmee, FL 34746
Osceola County

LANDSCAPE MANAGEMENT

- Turf Maintenance
- Ornamental & Tree Maintenance
- Irrigation System Maintenance
- Chemicals/Horticultural Services
- ROW Maintenance
- Athletic Fields Management
- Landscape Assessments
- Mulch
- Annuals

CONSTRUCTION

- Hardscape
- Aquatics
- Design + Build
- Landscape & Irrigation
- Lighting
- Erosion Control
- Athletic Fields & Complexes
- Fencing
- Retaining Walls
- Hydro-Seed
- Drainage
- Signage

DESIGN + BUILD

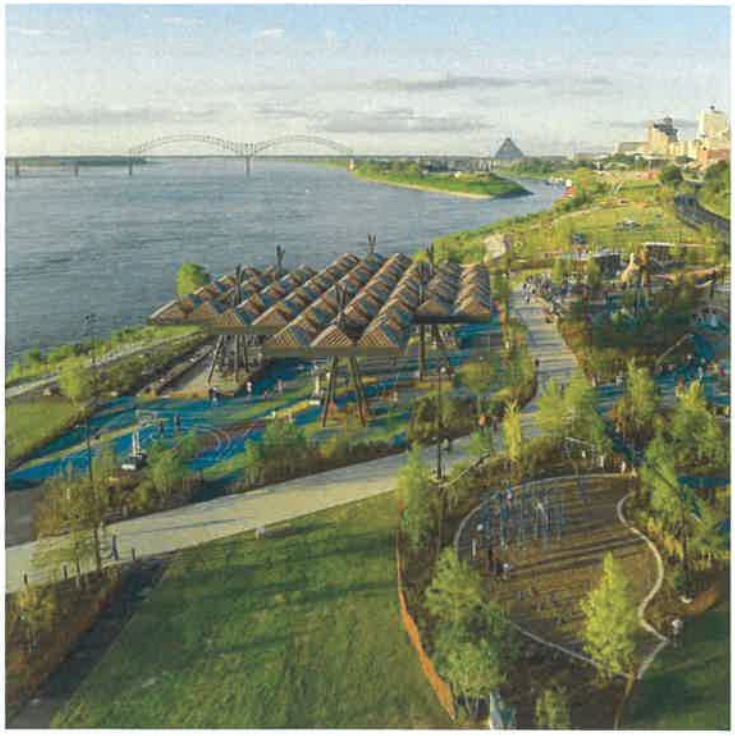
- Land Planning & Landscape Architecture
- GIS Mapping & Presentations
- Grounds & Irrigation Assessments
- Landscape Master Planning
- Permit Documents
- Aquatic Facility Design
- RV Park Design
- Signage & Hardscape Design
- Landscape, Irrigation & LED Lighting Design

DISASTER RELIEF

- Property Assessments
- Demolition
- Pressure Washing & Decontamination
- Mold Remediation
- Roof Repairs
- Tree & Debris Removal
- Landscape/Aquatic/Hardscape Renovation & Emergency Repairs
- Temporary Housing
- Labor & Equipment Assists

COMPANY PROFILE
ADDITIONAL SERVICES

- Exterior lighting upgrades (LED conversions)
- Parking lot repair and restoration (includes parking lot surface coating, asphalt surfacing, and pothole repairs)
- Parking lot striping
- Pressure washing
- Roofing repair and replacement
- Mold/mildew remediation
- Fencing
- Exterior painting
- Pond, pond fountain, and pond aerator maintenance
- Pool remodel and repair
- Playground maintenance and repair
- ADA accommodations (accessibility features for parking, playgrounds, pools and other walking paths)
- Curb stops and speed bumps
- Stair and step replacement
- Handrail maintenance (grinding, sanding, and painting)



COMPANY PROFILE
COMPANY OVERVIEW

Rotolo Consultants, Inc. (RCI) has been in operation for over forty-five years since we first opened our doors as a local plant nursery in 1978. Today RCI is recognized as one of the ***Top 20 Largest Commercial Landscape Companies in the U.S.***, employing approximately 1,200 employees across the Southeast. RCI provides a range of services from hardscape & aquatic construction and landscape installation to turn-key landscape maintenance. RCI currently operates out of 20 cities across Texas, Louisiana, Mississippi, Alabama, Florida, and Tennessee. Our current maintenance client count exceeds 1,000.

RCI touts professional relationships with Isuzu, John Deere, and Stihl due to our purchasing power, which assures government-level pricing structure and "front of the line" ability to secure equipment on short notice. In addition, with over $15 million of owned equipment currently, RCI has the ability to deploy any level of equipment and vehicles required initially to commence operations at any level. RCI has a bonding capacity of $20MM single job/$60MM aggregate bonding capacity and will be able to secure any bid or performance bonds required.

RCI has the ability and proven track record to quickly staff large-scale operations. RCI has the philosophy of maintaining "bench strength" management and supervisors at all times in order to absorb the on average 10-15% year-over-year growth that we have successfully absorbed over the last decade. All staff on our projects will have been trained on all equipment they will be utilizing as a part of our ongoing internal training system. With multiple purchasing agents, all necessary stock, supplies, and inventory will be identified and in place prior to the start of the project.

Built within our entire proposal are the staff and equipment to assure a quality project. Historically, we have a retention rate of over 95% on existing landscape maintenance clientele. This does not happen by accident but only through proper management and staffing with checks and controls ensuring every team member is held responsible for their area work. Most of our management staff have moved up through the ranks of our company which assure our clients of a tried and tested team. Our average tenure among senior staff is in excess of 10 years.

RCI is also proud of our 300+ fleet of trucks and numerous large equipment pieces. We are also proud R&D partners with John Deere and Rain Bird, serving as strategic account holders for both. RCI remains on the cutting edge of what is happening within the green industry, standing ready to offer our clients superior service.

COMPANY PROFILE
RCI STATISTICS

45+ years in business.

Recognized as one of the top 20 largest commercial landscape companies in the United States.

Currently operational in 21 cities in the southeast U.S.

1,200+ employees

1,000+ landscape maintenance clients

100+ current construction clients

300+ fleet

Over $15 million in owned equipment

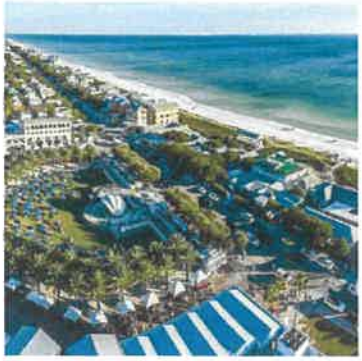
Retention rate of over 95% on existing maintenance clients

FLORIDA MARKET

We currently operate in the following Florida cities:
Destin, Orlando, and Panama City Beach.

We provide services to **over 200 Florida** landscape maintenance **clients.** This is in addition to **our** construction and design **clients.**

We anticipate approximately **$35 million** in revenue for the Florida market this **year.**



KEY MANAGEMENT

Resumes are supplied at the end of the proposal.

EXECUTIVE OFFICERS

MICHAEL ROTOLO
President and COO
19 years with RCI
19 years experience

BRANDT MARTIN
COO of Maintenance
14 years with RCI
14 years experience

JEREMY CARTER
RVP of Maintenance
3 years with RCI
20 years experience

CORPORATE MANAGEMENT

STEVEN PUGH, CIT, CLIA, CID
Corporate Irrigation Manager
4 years with RCI
30 years experience

RUSSELL HARRIS
Corporate Horticulture Manager
8 years with RCI
32 years experience

EDDY FERNANDEZ
Corporate Safety Officer
4 years with RCI
23 years experience

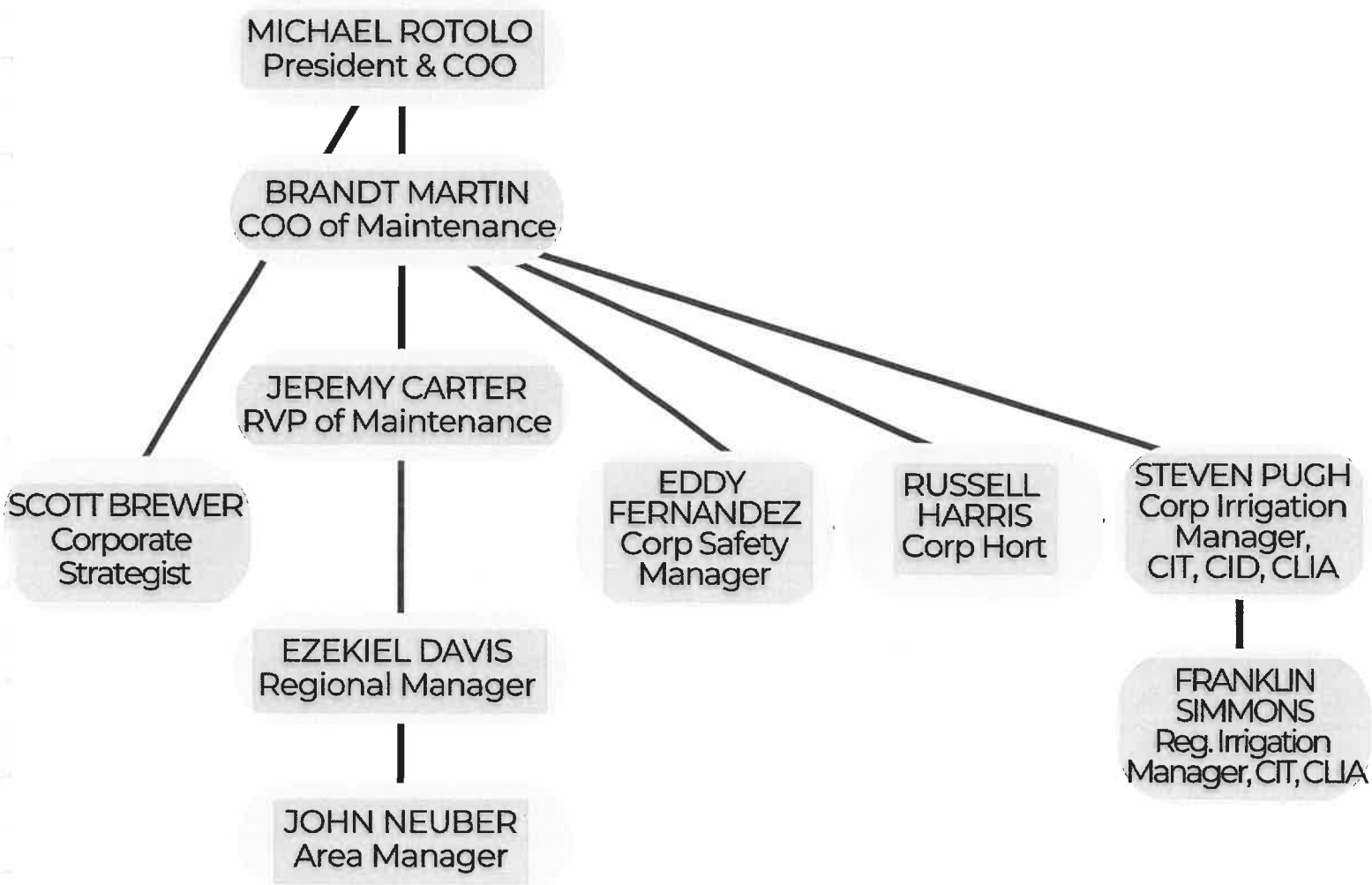
ORLANDO MANAGEMENT

EZEKIEL DAVIS
Regional Manager
10 years with RCI
19 years experience

JOHN NEUBER
Area Manager
30+ years experience

FRANKLIN SIMMONS, CIT, CLIA
Regional Irrigation Manager
2 years with RCI
6 years experience

PROPOSED STAFFING CHART



Additionally, RCI will supply the necessary number of crews required for the care of your CDD. Each crew consists of a supervisor, lead operator, and laborers.

CLIENT ACCOUNT REPRESENTATIVE

Your point of contact for account inquiries and customer service related questions will be:

K. SCOTT BREWER

Corporate Strategy Manager

Phone: 800.641.2427, Ext 102

Cell: 901.331.1247

Email: sbrewer@rotoloconsultants.com

K. Scott Brewer has 28 years of experience in the green industry. He has worked for RCI since 2000. His positions during that time include that of Business Development Manager, Division Manager of Maintenance Operations, and currently RCI's Corporate Strategist. He will serve as the account manager for your project.

TRANSITION PLAN

AWARD NOTICE TO START OF SERVICES

- Coordinate activities between current contractor, Windward CDD's management and RCI throughout transition; facilitate transition meetings as required; provide weekly status reports to Windward CDD on transition progress.

30 DAYS PRIOR TO START OF SERVICE

- Conduct local recruitment efforts including job fairs and community outreach as needed to supplement RCI staff and H2B visa workers.
- Conduct initial meetings with client procurement and facilities staff to finalize transition plan schedule and coordination between RCI and Windward CDD.

21 DAYS PRIOR TO START OF SERVICE

- Conduct site inspections and on-site introduction to Windward CDD's board assigned to the project. Include site walks to confirm expectations, site challenges, objectives that are site specific.

14 DAYS PRIOR TO START OF SERVICE

- In conjunction with site inspections above, complete the necessary Job Hazard Analyses (JHA).

7 DAYS PRIOR TO START OF SERVICE

- On site meeting with Windward CDD's procurement/contract administration staff to finalize administrative and contract management processes including invoicing, performance monitoring, staffing clarifications, IT interactions and insurance/bond deliverables (if applicable).
- Conduct safety training specific to equipment and JHA's to be utilized on project for all RCI personnel.
- Coordinate transfer and mobilization of required assets including equipment and vehicles. Complete staging of all internal assets at production facility in respective location.
- Develop comprehensive schedule of services for each location including monthly overview down to a weekly service schedule by location.
- Inspect individual sites to develop thorough punch list of any issues or opportunities for improvement to the landscape and/or irrigation system.

FIRST DAY OF SERVICES

- On location for commencement of services (on or about August 1, 2024).

There will be 30/60/90-day post contract stakeholder meetings or conference calls with Windward CDD's management to review RCI performance and communicate any issues or opportunities for improvement.

COMMUNICATION & SERVICE REPORTING

RCI agrees: communication is of the utmost importance. We agree to provide the Windward CDD representative a weekly written service report via email on either Fridays or Mondays. Traditionally, our service reports are sent via email the day in which services are completed for that work week. This checklist reviews the completed services for the week, provides any notable areas of concern on your property, and discusses upcoming service scheduling information.

Maintaining effective communication between RCI and the Windward CDD representative is crucial for ensuring all services are provided and areas of concerns on the CDD's property are promptly addressed.

Upon request from the CDD representative, RCI can provide a Monthly Service Calendar, a copy of the preceding month's Irrigation Maintenance report, and a Lawn and Ornamental Fertilization report.

Additionally, RCI agrees to participate in bi-weekly or monthly property inspections as decided by the CDD's management. Please reference the following page for a breakdown of RCI's quality assurance protocol.

QUALITY ASSURANCE

RCI is renowned for its commitment to quality, crafting award-winning landscapes for a diverse clientele. Our rigorous quality control involves top-tier staff, including division managers, regional managers, area managers, crew leaders, and crew members, all of whom prioritize exceptional quality in every task.

We implement a multi-step quality control process, ensuring a thorough review of every project area. Area managers regularly visit sites with their staff, while regional managers conduct monthly performance assessments. Weekly inspections involve area managers completing RCI's tailored quality inspection form, which guides crew leaders to uphold quality standards in services. Supervisors review these forms weekly and regional managers monthly.

Monthly inspections provide a detailed overview of property areas, facilitating focus on areas needing improvement. Area managers conduct RCI's quality site evaluation (QSE) monthly, including client feedback for continuous improvement opportunities. Our quality inspection forms serve as constant reminders to prioritize work quality, ensuring transparency and top-notch care for your property.

CHEMICAL SAFETY & APPLICATION POLICY

RCI believes ensuring safe chemical application is critical on any project. All spray team members undergo initial chemical handling and safety classes when hired. RCI uses a combination of classroom and experiential learning followed by a one year apprenticeship. RCI uses the 'National Pesticide Applicator Certification Core Manual' in the classroom and sends spray techs to educational seminars provided by cooperative extension services and state agricultural departments/bureaus.

At present, over half of our staff are state licensed commercial applicators. RCI'S end goal is to have every spray tech become a state licensed commercial pesticide applicator at the Spray Tech 1 level (Supervisor).

RCI PESTICIDE APPLICATION POLICY

RCI follows the principles of Integrated Pest Management (IPM) which employ the use of all suitable pest control methods to keep pest populations below the economic injury level. Methods include cultural practices; the use of biological, physical, and genetic control agents; and the selective use of pesticides to limit environmental impacts. RCI follows all state and federal pesticide laws and abides by the clientele's directives. Spray techs are required to wear the personal protective equipment (PPE) recommended by the product label and must apply all pesticides in accordance with the label. RCI provides clientele with a written record of all pesticides applied, the rate at which they were applied, the location they were applied, the total amount applied, and the reason they were applied. All records are maintained for on-demand inspection by federal and state regulating agencies as well as clientele.

FERTILIZER AND PESTICIDE APPLICATIONS

Excess fertilizers, herbicides, and insecticides are major sources of nonpoint source pollution. RCI follows sustainable landscape best management practices to reduce the impact of fertilizers and pesticides on the environment. Fertilizer applications are performed by RCI spray techs and specially trained maintenance personnel by hand or calibrated equipment to ensure fertilizers are applied at desired application rates. Whenever possible fertilizers are applied based on soil test results to ensure that only essential fertilizer applications are made and to prevent overapplication. RCI tailors fertilizer applications to meet landscape needs by utilizing any of the following: organic and conventional fertilizers, sulfur or polymer-coated controlled-release granular fertilizers, water-soluble and chelated fertilizers. When plants are suspected of having nutritional deficiencies, pictures of the plants are first sent to the RCI corporate horticulturist for verification. The corporate horticulturist will then determine the appropriate course of action, which may include fertility records reviews, investigative site visits, soil sampling and analysis, tissue sampling and analysis, review of test results, and the application of fertilizers and/or soil amendments.

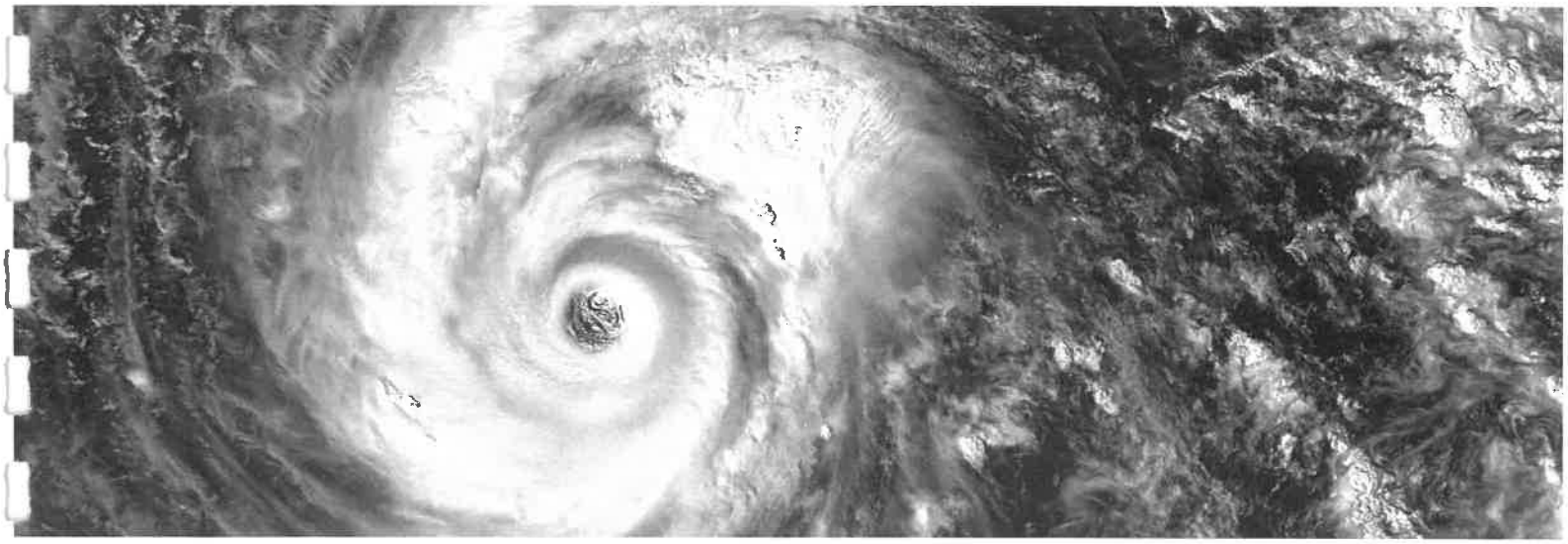
NATURAL DISASTER RESPONSE

In the event of inclement weather, RCI will dispatch crews to arrive on the job site as soon as safely possible. As a contractor with a proven history of disaster response, RCI is typically able to mobilize teams at the same time emergency service vehicles are on the road. Supervisors and crews will assess damages and prepare a plan of action for remediation of the property.

RCI has extensive experience responding to natural disasters, and as such, we are prepared to handle hazardous materials, monitor debris, and plan pre-events during storm season.

RCI has the ability to provide immediate assistance and solutions in incredibly overwhelming situations. We've helped a variety of clients navigate disaster damage, including casinos, large residential complexes, and complete cities. We've also helped various communities recover from hurricanes, tornados, fires, floods, and more. RCI is committed to providing all necessary tools for recovery.

In the wake of hurricanes, RCI can provide push crews to clear debris, demolition crews, crews to repair or install hardscape features, and landscape repair or redesign. We work with our clients to revert properties to their previous state, providing restorative solutions within clients' budgets.



ENSURING SAFETY

A robust safety and training program is crucial for minimizing damages, claims, and injuries on projects. Our company maintains an industry-leading safety record, largely due to our Job Hazard Analysis (JHA) tool, completed before project commencement. Led by our safety manager and key staff, this analysis identifies and addresses safety issues comprehensively, from equipment operation to specific job sites.

Continuously utilized throughout projects, our JHA tool informs weekly safety meetings and evolves with project knowledge. Additionally, our staff undergoes thorough equipment training before operation, documented in their personnel files. We utilize factory training guides, visits by manufacturer's representatives, and our own experience in completing the requisite training.

Our supervisors are responsible for inspecting all the equipment being used for the day prior to the start of work. After inspection, they must complete equipment and vehicle inspection forms that are turned into the project manager.

TOTAL ANNUAL DOLLAR VALUE OF LANDSCAPE & IRRIGATION SERVICE WORK

RCI's total annual dollar value of landscape and irrigation service work completed for each of the last three (3) years:

- 2023= $67,294,723
- 2022= $56,494,680
- 2021= $48,803,255

Total= $172,592,658

RCI's total revenue for the last three (3) years:

- 2023= $120,189,591
- 2022= $101,577,408
- 2021= $86,071,273

Total= $307,838,272

REFERENCES
LATITUDE MARGARITAVILLE

Project Name: Latitude Margaritaville at Watersound | Panama City Beach, FL
Reference Contact: Debra Laminack, 850.387.8715, DLaminack@mintousa.com
Project Type/Description: Full Landscaping Maintenance and Irrigation Services
Annual Dollar Amount of Contract: $1.985 Million

RCI's scope of services provided includes the following

- Basic Grounds Maintenance Services:
  - turf mowing, edging, string trimming, hand weeding, cleanup of any debris generated during servicing, litter removal, pruning and shaping of shrubs and trees
- Landscape Bed/Ornamental Plant/Tree Chemical Application:
  - all plant fertilizations, insect control, pre-emergent and post-emergent weed control, crack and crevice weed control in concrete joints
- Turf Chemical Applications:
  - all turf fertilizations, turf pre-emergent and post-emergent weed control
- Palm Pruning:
  - full labor and equipment furnishing for removal of all dead fronds and seed heads from palms, plus cleanup of debris generated during services
- Irrigation Monitoring:
  - monthly irrigation monitoring during growing season from irrigation tech including complete surveys of the system to identify any/all repair or work required on the irrigation system
  - additional weekly adjustments of irrigation timing based on weather conditions, plant needs and events on the property
- Pine Straw Mulch
- Annual Color Installation:
  - removal of old annuals, preparation of bed areas with fresh soil and fertilization, installation of annuals and ongoing maintenance of the annuals for a typical growing period of 3-6 months
- Annual Color Chemical Maintenance:
  - all annual color fertilizations, insect control and fungicide control, plus as-needed snail control

REFERENCES
SEASIDE

Project Name: Seaside | Seaside, FL
Reference Contact: Angel Selvey, 850-231-1551, angel@seasidetowncouncil.com
Project Type/Description: Landscape Maintenance Services
Annual Dollar Amount of Contract: ~ $250,000

RCI's scope of services provided includes the following

- Landscape Maintenance Services
- Blowing, Raking & Litter Pick-Up
- Irrigation Evaluations
- Chemical Services of Shrub Bed
- Chemical Services- Turf
- Seasonal Color Rotations
- Turf Painting
- Rye Overseeding & Fertilization
- Pine Straw Application - Nón-colored Longleaf
- Palm Pruning

REFERENCES
HENDERSON BEACH RESORT

Project Name: Henderson Beach Resort | Destin, FL
Reference Contact: Kenny Walczak, 850.424.4501, kwalczak@hendersonbeachresort.com
Project Type/Description: Full Landscape Maintenance and Irrigation Monitoring Services
Annual Dollar Amount of Contract: ~ $175,000

RCI's scope of services provided includes the following:

- Full Landscape Maintenance Services such as mowing, string trimming, hard edging, soft edging, blowing, debris removal
- Chemical Services - Shrub Beds
- Chemical Services - Turf
- Rye Overseeding & Fertilization
- Irrigation Monitoring
- Seasonal Color & Chemical Package
- Pine Straw Application - Non-Colored Longleaf
- Palm Pruning
- Irrigation Monitoring

CURRENT CONTRACTS

Please see below for a sample list of some of our current maintenance contracts in which RCI is presently engaged.

ABITA AIRPORT
Abita Springs, Louisiana
2016 - Current

BAY COUNTY PARKS AND REC
Panama City Beach, Florida
2019 - Current
17 Locations

BIRMINGHAM CITY WALK PARK
Birmingham, Alabama
2022 - Current
9 Blocks

BIRMINGHAM GATEWAY
Birmingham, Alabama
2022 - Current
10 Sections

BIRMINGHAM-JEFFERSON CIVIC CENTER, CITY WALK, & PROTECTIVE STADIUM
Birmingham, Alabama
2021 - Current

CITY OF HAMMOND
Hammond, Louisiana
2019 - Current
10 Locations

CITY OF MANDEVILLE
Mandeville, Louisiana
2014 - Current
10 Locations

CITY OF PANAMA CITY BEACH
Panama City Beach, Florida 2020 - Current 11 Locations

CITY OF KATY
Katy, Texas
2023- Current

CITY OF MEMPHIS
Memphis, Tennessee
2014 - Current
400+ Locations

CITY OF PANAMA CITY BEACH
Panama City Beach, Florida
2020 - Current
11 Locations

CITY OF SLIDELL
Slidell, Louisiana
2009 - Current
3 Locations

COAST GUARD NEW ORLEANS
New Orleans, LA
2020 - Current

DFA CAPITAL BUILDINGS
Mississippi
2022 - Current
10 Locations

EAST JEFFERSON PARISH LEVEES
Louisiana
2020 - Current
3 Sections

EGLIN AIRFORCE BASE
Florida
2020 - Current
2 Locations

FBI L&B
Louisiana
2015 - Current

GRETNA CITY HALL
Gretna, Louisiana
2020 - Current

JACKSON BARRACKS
New Orleans, Louisiana
2022 - Current

CURRENT CONTRACTS (CONT.)

Please see below for a sample list of some of our current maintenance contracts in which RCI is presently engaged.

LADOTD ST. TAMMANY
Louisiana
2021 - Current

LAFAYETTE PUBLIC LIBRARIES
Lafayette, Louisiana
2021 - Current
5 Locations

MDOT
Mississippi
2019 - Current
9 Locations

MS GOVENOR'S MANSION
Mississippi
2021 - Current

MS MUSEUM OF NATURAL SCIENCE
Mississippi
2022 - Current

MS PORT AUTHORITY
Mississippi
2020 - Current

NEW ORLEANS CITY PARK
New Orleans, Louisiana
2021 - Current
15 Locations

NEW ORLEANS INTERNATIONAL AIRPORT
New Orleans, LA
2020 - Current

ORLEANS LEVEE OFFICE
New Orleans, Louisiana
2020 - Current

PANAMA CITY BEACH PARKS
Panama City Beach, Florida
2020 - Current
2 Locations

SE FLOOD PROTECTION AUTHORITY
New Orleans, Louisiana
2020 - Current
2 Locations

SHELBY COUNTY SHERIFF'S OFFICE
Memphis, Tennessee
2021 - Current
12 Locations

SHELBY FARMS PARK
Memphis, Tennessee
2016 - Current
28 Sections

SLIDELL AIRPORT
Slidell, LA
2009 - Current

ST. TAMMANY PARISH GOVERNMENT
St. Tammany, LA

TOM LEE PARK
Memphis, Tennessee
2021 - Current
2 Locations

TOWN OF SUMMERSDALE
Summerdale, Alabama
2022 - Current
20 Locations

WEST FELICIANA FIRE STATIONS
Louisiana
2020 - Current
8 Locations

WESTWAY PARK
Houston, Texas
2022 - Current

CURRENT CONTRACTS (CONT.)

Please see below for a sample list of some of our current maintenance contracts in which RCI is presently engaged.

BOOMTOWN CASINO
Biloxi, MS
2021 - Current

GRAND BOULEVARD TOWN CENTER
Destin, FL
2019 - Current

HARD ROCK HOTEL & CASINO
Biloxi, MS
2007 - Current

HENDERSON BEACH RESORT
Destin, FL
2021 - Current

ISLAND VIEW CASINO
Gulfport, MS
2008 - Current

L'AUBERGE BATON ROUGE
Baton Rouge, LA
2019 - Current

LSU ALUMNI CENTER
Baton Rouge, LA
2015 - Current

PALACE CASINO
Biloxi, MS
1997 - Current

RENAISSANCE HOTEL
Baton Rouge, LA
2018 - Current

TREASURE BAY CASINO
Biloxi, MS
2012 - Current

VILLAGE OF BAYTOWNE WHARF AND THE GRAND SANDESTIN
Destin, FL
2021 - Current

FINANCIAL STABILITY

Please see below for our most recent letter of financial stability.

LAPORTE
CPAs & BUSINESS ADVISORS

LaPorte, APAC
111 Veterans Blvd. | Suite 600
Metairie, LA 70005
504.835.5522 | Fax 504.835.5535
LaPorte.com

April 30, 2024

To Whom it May Concern:

This letter serves as a response to the demonstration of the financial stability of Rotolo Consultants, Inc. (RCI) in connection with any qualification submissions. LaPorte CPAs & Business Advisors (LaPorte) performed an audit of RCI Acquisition Sub, LLC's consolidated financial statements as of and for the year ended December 31, 2023.

Below are certain balances as presented in the audited consolidated balance sheet as of December 31, 2023:

Total assets	$81,957,581
Working capital	$2,799,710 (calculated as current assets less current liabilities)

Certain financial ratios as of December 31,2023 were as follows:

Current Ratio	1.1 (calculated as current assets divided by current liabilities)
Backlog to Working Capital	15.8 (calculated as backlog divided by working capital)

If you have any further questions, please do not hesitate to contact me at (504) 838-4854.

Sincerely,

Tracy Tufts

Tracy Tufts, CPA, CCIFP
Director, Audit and Assurance Services

PROOF OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/12/2023

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

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

PRODUCER
Cadence Insurance
4041 Essen Lane, Suite 400
Baton Rouge LA 70809

CONTACT NAME: Cheryl Ann Boudreaux
PHONE (A/C, No, Ext): 225-336-3245 FAX (A/C, No): 225-336-4536
E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gray Insurance Company	36307
INSURER B : Great American E&S Ins. Co.	37532
INSURER C : Starstone Specialty Insurance Company	44776
INSURER D : Starr Surplus Lines Insurance Company	13604
INSURER E : XL Specialty Insurance Company	37885
INSURER F :	

INSURED ROTOCODIN-01
Rotolo Consultants, Inc.
38001 Brownsvillage Road
Slidell LA 70460

COVERAGES CERTIFICATE NUMBER: 929730028 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CG 00 01 04 13 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			XSGL100091	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			XSAL100101	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			GXS100273 7089O231ALI	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XSWC100094	7/1/2023	7/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	LOUISIANA $ 1,000,000 $ 1,000,000 $ 1,000,000
B C E	Contrl/Site Pollution/Professional Leased/Rented Equipment Property			PCME56604803 UM00159935MA23A UM00159935MA23A	7/1/2023 7/1/2023 7/1/2023	7/1/2024 7/1/2024 7/1/2024	2,000,000 Per Occ $300,000 Per Item Catastrophe Limit	2,000,000 Agg $500,000 Per Occur $8,650,000

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

Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis in respects to General Liability (Additional Insured Form Includes Completed Operations), Automobile Liability and Excess policies when required by written contract or agreement with a Waiver of Subrogation granted in their favor in respects to General Liability, Automobile Liability, Worker's Compensation, and Excess policies when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder when required by written contract.

Auto Physical Damage is included on the auto policy referenced above with a $5,000 physical damage deductible.
See Attached...

CERTIFICATE HOLDER

MASTER CERTIFICATE
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
D Neal Chenevert

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PROOF OF INSURANCE (CONT.)

AGENCY CUSTOMER ID: ROTOCON-01

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	NAMED INSURED
Cadence Insurance	Rotolo Consultants, Inc. 38001 Brownsvillage Road Slidell LA 70460
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

SEE EXTRA PAGE FOR THE GRAY INSURANCE PROGRAM ENDORSEMENTS

Subject to policy terms, conditions and exclusions; 30 Day Notice of Cancellation shall be given in respects to General Liability, Auto Liability and Workers Compensation and Excess policies referenced above.

Blanket Alternate Employer is included on the Worker's Compensation policy when required by written contract or agreement.

WORKERS COMPENSATION COVERAGE FOR OTHER STATES:
FLORIDA
Applies Per Statue - Includes Waiver of Subrogation to certificate holder when required by written contract
Policy No: GWC100130
Carrier: The Gray Insurance Company
Policy Dates: 7/1/2023-7/1/2024
E.L. EACH ACCIDENT - $1,000,000
E.L. DISEASE - EA EMPLOYEE - $1,000,000
E.L. DISEASE - POLICY LIMIT - $1,000,000

ALABAMA, KANSAS, MISSISSIPPI, NEW MEXICO, OKLAHOMA, TENNESSEE, TEXAS
Applies Per Statue - Includes Waiver of Subrogation and 30 day Notice of Cancellation to certificate holder when required by written contract
Policy No: GWC100177
Carrier: The Gray Insurance Company
Policy Dates: 7/1/2023-7/1/2024
E.L. EACH ACCIDENT - $1,000,000
E.L. DISEASE - EA EMPLOYEE - $1,000,000
E.L. DISEASE - POLICY LIMIT - $1,000,000

Excess Policies are follow form in respects to General Liability, Auto Liability and Workers Compensation.

CRIME COVERAGE:
Policy No: SAAE4990590400
Carrier: Great American Insurance Company
Policy Dates: 7/1/2023-7/1/2024
EMPLOYEE DISHONESTY - $1,000,000 WITH $25,000 DEDUCTIBLE PER OCCURRENCE - INCLUDES THEFT OF CLIENT PROPERTY

LEASED/RENTED EQUIPMENT COVERAGE:
Limit: $300,000 per item/$500,000 per occurrence - $25,000 Deductible
Certificate Holder shown is loss payee with respect to leased/rented/borrowed equipment when required by written contract. Subject to policy terms and conditions, loss payee shall receive the amount the insured is obligated to pay for direct physical loss or damage to contractor's equipment by reason of their assumption of liability in a written contract or written agreement executed prior to the loss or damage for contractor's equipment that you lease or rent up to the maximum per item.

ACORD 101 (2008/01)

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JEREMY CARTER

REGIONAL VICE PRESIDENT OF MAINTENANCE
JCARTER@ROTOLOCONSULTANTS.COM

EXPERIENCE

Regional VP of Maint *Rotolo Consultants, Inc.* 2024 - Current	Responsibilities include: overseeing the management of the maintenance department, capital expenditures, financial management, and hiring of new personnel.
Division Manager *Rotolo Consultants, Inc.* 2021 - 2024	Responsibilities included: maintaining profitability within markets, customer retention and relationships, training and support for management team, assisting with sales and estimating, and project safety.
Regional Director of Maint *Landscape Associates* 2009-2021	Responsibilities included: overseeing branches in markets, leading management teams, obtaining new contracts, logistics, maintaining licenses, develop annual budgets, develop sales goals for each market, and oversee hiring of new personnel.
Sales Representative *Regal Chemical Company* 2008 - 2009	Responsibilities included: developing sales strategies, sales of fertilizer and turf grass chemicals, maintain expense reports and truck inventory, and client communications.
Account Manager *Landscape Associates* 2005 - 2009	Responsibilities included: quality control, meeting enhancement sales goals, point of contact for property managers, training supervisors and crewmen, maintaining portfolio of clients.

EDUCATION

University of Alabama 2015	Master of Science: Accounting
Auburn University 2003	Bachelor of Science: Horticulture

STEVEN PUGH

CORPORATE IRRIGATION MANAGER
SPUGH@ROTOLOCONSULTANTS.COM

EXPERIENCE

Corporate Irrigation Manager
Rotolo Consultants, Inc.
2020 - Present

Conservation Engineer
Global Irrigation Solutions
2020

Water Conservation Manager
Rain Bird Corp
2018 - 2020

Outside Sales
Texas Irrigation Supply Co
2012 - 2018

Owner
Summit Irrigation Inc
2007-2012

Outside Sales
Water Zone South JV
2002-2007

Regional Sales Manager
Weathermatic/Telsco Industries
2001-2002

Irrigation Manager
Gro-Tech Services
1994-2001

EDUCATION

Algebra
San Antonio Community College
2002

Irrigation & Soil Science
Houston Community College
1995

Business
Sam Houston State University
1990

LICENSES/CERTIFICATIONS

- CIT
- CID
- CLIA

RUSSELL HARRIS

CORPORATE HORTICULTURE MANAGER
RHARRIS@ROTOLOCONSULTANTS.COM

EXPERIENCE

Corporate Horticulturist *Rotolo Consultants, Inc.* 2021 - Current	Extension/County Agent of Horticulture Orleans Parish *LSU AgCenter* 2009 - 2012
Extension/County Agent of Ag & Natural Resources East Baton Rouge Parish *LSU AgCenter* 2020 - 2021	Research Associate *Dept of Entomology, LSU* 2004 - 2005
Refinery Operator *Phillips 66* 2019-2020	Research Assistant *Dept of Horticulture, LSU* 2001 - 2004
Operations Manager *Simpson Sod Turf Management* 2016 - 2017	Horticulturist *Baton Rouge Country Club* 1999 - 2001
Senior Horticulturist *Rotolo Consultants, Inc.* 2012 - 2016	Horticulturist Eastover *Country Club* 1998 - 1999

EDUCATION

Nunez Community College 2018	Associates in Process Technology
Louisiana State University 2004	Masters in Horticulture
Louisiana State University 1997	Bachelors in Horticultural Systems

LICENSES/CERTIFICATIONS

- Arborist No. 1971
- Landscape Horticulturist No. 1922
- Commercial Pesticide Applicator No. 49477
- OSHA 10 Hour Construction No. 13305598

EDDY FERNANDEZ

CORPORATE RISK MANAGEMENT & SAFETY DIRECTOR
EFERNANDEZ@ROTOLOCONSULTANTS.COM

EXPERIENCE

Risk Management & Corporate Safety Manager
Rotolo Consultants, Inc.
2020 - Current

Safety Manager
BOH Bros Construction Co, LLC
2007 - 2020

Instrument Technician
Textron Marine
2004 - 2007

Maintenance Technician
Kellog Brown & Root Inc
2004 - 2007

Crew Foreman
Chalmette Refinery
1990 - 2002

SAFETY CERTIFICATIONS

- OSHA 500 General Industry Outreach Train the Trainer Certify, West Virginia University. 10-30-2020
- OSHA 501 General Industry Train the Trainer Certify, West Virginia University. 9-9-2020
- The 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response. 6-22-2010
- HAZWOPER Train the Trainer Certify, West Virginia University. 6-25-2010
- 40 hours Safety Manager – Trainer Certification – Nat'l Assoc. of Safety Professionals 10-21-2008
- Safety Training Specialist, N.A.S.P. Atlanta, Georgia. 10-21-2008
- Permit Required Confined Space Entry Train The Trainer 5-22- 2009
- Excavation Safety Competent Person Training 11-27-2018
- Traffic Control Technician 1-9-2019
- Traffic Control Supervisor – 1-9-2019
- Red Cross Instructor in First Aid/CPR. 7-15-2009
- Emergency Medical Technician 6-30-2009
- DATIA Certified 6-1-2018
- Aerial Lift 7-28-2010
- Coast Gard Boaters Safety 5-24-2010
- Confined Space 12-19-2016
- First Aid/CPR 8-15-2017
- Crane Safety Supervision 9-26-2008
- Fall Protection 12-05-2017
- Fire-Watch Safety 12-19-2016
- Traffic Flagger Safety 7-21-2010
- Hazardous Communication 6-20-2008
- OSHA- 10 7-20-2011
- OSHA-30 6-27-2008
- Respirable Crystalline Silica 11-2-2017
- Designated Spotter 12-5-2017

EZEKIEL DAVIS
REGIONAL MANAGER, ORLANDO
EDAVIS@ROTOLOCONSULTANTS.COM

Skills and Abilities

Nineteen years of experience in the landscaping industry, seventeen years of management experience, ability to manage several markets at once.

Professional Experience

Regional Manager- Rotolo Consultants, Inc. 2013-Current
Responsibilities include: overseeing all maintenance operations in respective market, create schedules for area managers to execute with their crews, establish and maintain working relationships with clients, provide training for area managers and project managers within market, oversee all equipment and vehicles in inventory, schedule vehicle and equipment maintenance as needed.

Supervisor- Davis Landscaping 2003-2005
Responsibilities: oversaw services on projects all properties, assigned tasks to crew members, provided transportation for crews to sites being serviced

Education

Associate of Arts Degree 2002
Pearl River Community College
Birmingham, AL

John Neuber

Area Manager, Orlando

JNEUBER@ROTOLOCONSULTANTS.COM

Landscaping and Public Works Professional with 37 years of experience.

EDUCATION

- Industrial Engineering, University of Illinois at Chicago Circle Campus Suma cum Laude 4.0 1989

EXPERIENCE

- *Down to Earth* | Branch Manager | Tampa, FL | 2022-2024
- *Trimac Outdoor* | Branch Manager | Orlando, FL | April 2018-Sept. 2022
- *Carol King Landscaping* | Maintenance Ops Manager | Orlando, FL | 2016-2018
- *Esterline Construction and Landscape* | General Manager | Orlando, FL | 2012-2016
- *Lawn Pros Inc* | General Manager | Sergeant Bluff, IA | 2010-2012
- *Envirascape, Inc.* | Owner, Operations Manager | Illinois | 2006-2010
- *Clifford Miller Landscaping* | Ops Manager | Illinois | 2005-2006
- Visionscapes Inc. | Owner | 1992-2005

LICENSES/CERTIFICATIONS

- Florida Nursery, Growers, and Landscape Association (FNGLA) Certified

PROFESSIONAL SUMMARY

Dedicated management professional holding over 37 years of experience in the Landscaping and Public Works industry with a proven history of delivering the highest of quality services tailored to meet clients' needs on various projects. Recognized for clear communication processes between clients and vendors, effective leadership skills, and knowledgeable insight relevant to the industry.

Franklin Simmons

Regional Irrigation Manager

FSIMMONS@ROTOLOCONSULTANTS.COM

EXPERIENCE

- Herbafex Inc.- Irrigation technician, chemical applicator, and installation crew lead, April 2018-2022
  - Responsibilities include irrigation troubleshooting and repairs. Basic 2-5 zone irrigation design on residences. Turf diagnosis and chemical application both broadcast application in turf areas and targeted application in bed areas and over the top of shrubbery. Landscape maintenance in the form of light mowing duties, string-trimming, edging, trimming shrubbery, laying mulch or pine straw.
- Woerner Turf Agriculture - Sod harvester/machinery operator, July 2016-April 2018
  - Responsibilities included harvesting and palletizing slabs or rolls of sod. Mowing, spriging, and seeding turf areas. Limited turf diagnosis and chemical application.
- Accelerated Mechanical Service - Driver/Laborer, January 2016-August 2016
- G&R Marine Laborer Service LLC. - Paint and Sandblast laborer/2nd class paint and sandblaster, October 2014-October 2015
- Hall Cattle Co., cattle hand/property preservation, March 2011- January 2014

CERTIFICATIONS & LICENSES

- CIT, Certified Irrigation Tech
- CLIA, Certified Landscape Irrigation Auditor

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROTOLO, MICHAEL JOSEPH

ROTOLO CONSULTANTS, INC
38001 BROWNSVILLAGE RD
SLIDELL LA 70460

LICENSE NUMBER: CBC1262789

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Date	File No.	Expires
December 21, 2023	**LF346760**	**December 21, 2027**

THE **LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **December 21, 2027**

MARK ANTHONY WALLS
3824 QUAIL ST
PANAMA CITY BEACH , FL 32408-7474

WILTON SIMPSON, COMMISSIONER

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

MARK ANTHONY WALLS
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF346760

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **December 21, 2027**

WILTON SIMPSON
COMMISSIONER

Signature

Wallet Card
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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FRAZIER, MICHAEL LESLIE JR

ROTOLO CONSULTANTS, INC
38001 BROWNSVILLE RD
SLIDELL LA 70460

LICENSE NUMBER: SCC131152320

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PETERS, MICHAEL GENE

38001 BROWNSVILLAGE RD
SLIDELL LA 70460

LICENSE NUMBER: LA6667481

EXPIRATION DATE: NOVEMBER 30, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/02/2023

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

LA6667481 ISSUED: 11/02/2023
REGISTERED LANDSCAPE ARCHITECT
PETERS, MICHAEL GENE

Signature
LICENSED UNDER CHAPTER 481, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2025

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER: LA6667481 **EXPIRATION DATE: NOVEMBER 30, 2025**

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PETERS, MICHAEL GENE
38001 BROWNSVILLAGE RD
SLIDELL LA 70460

ISSUED: 11/02/2023

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STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
September 6, 2023	JE319134	June 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 30, 2024

AT

ROTOLO CONSULTANTS
PANAMA CITY BEACH, FL 32413

Regular

DAVID DOGGETT
ROTOLO CONSULTANTS
38001 BROWNSVILLAGE RD
SLIDELL, LA 70460

WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

DAVID DOGGETT
ROTOLO CONSULTANTS
ID CARD HOLDER

JE319134

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 30, 2024

WILTON SIMPSON
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/27/2023

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

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

PRODUCER
Cadence Insurance
4041 Essen Lane, Suite 400
Baton Rouge LA 70809

CONTACT NAME: Cheryl Ann Boudreaux
PHONE (A/C, No, Ext): 225-336-3245 FAX (A/C, No): 225-336-4536
E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gray Insurance Company	36307
INSURER B : Great American E&S Ins. Co.	37532
INSURER C : Starstone Specialty Insurance Company	44776
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rotolo Consultants, Inc.
38001 Brownsville Road
Slidell LA 70460

ROTOCON-01

COVERAGES **CERTIFICATE NUMBER:** 146347471 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			XSGL100091	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X CG 00 01 04 13						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			XSAL100101	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A C	UMBRELLA LIAB X OCCUR			GXS100273	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			70892O231ALI	7/1/2023	7/1/2024	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			GWC100307FL	7/1/2023	7/1/2024	X PER STATUTE OTH-ER	FLORIDA
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory In NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Cont&Site Pollution/Professional			PCME56604803	7/1/2023	7/1/2024	2,000,000 Per Occ	2,000,000 Agg

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

Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis in respects to General Liability (Additional Insured Form Includes Completed Operations), Automobile Liability and Excess policies when required by written contract or agreement with a Waiver of Subrogation granted in their favor in respects to General Liability, Automobile Liability, Worker's Compensation, and Excess policies when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder when required by written contract.

Auto Physical Damage is included on the auto policy referenced above with a $5,000 physical damage deductible.

See Attached...

CERTIFICATE HOLDER

MASTER CERTIFICATE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ROTOCON-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Cadence Insurance	Rotolo Consultants, Inc. 38001 Brownsvillage Road Slidell LA 70460
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Blanket Alternate Employer is included on the Worker's Compensation policy when required by written contract or agreement.

Excess Policies are follow form in respects to General Liability, Auto Liability and Workers Compensation.

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IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Louisiana
COUNTY OF St. Tammany Parish

Before me, the undersigned authority, appeared the affiant, Brian Rotolo, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of CFO for Rotolo Consultants, Inc. ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1 dated 6/7/2024

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 7th day of June, 2024.

Proposer: Rotolo Consultants, Inc.
By: Brian Rotolo
Title: CFO

STATE OF LA
COUNTY OF St. Tammany

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 7th day of June, 2024, by Brian Rotolo of Rotolo Consultants Inc who is ☐ personally known to me or ☐ who has produced LA driver's license as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of ~~Florida~~ Louisiana
Print Name: Crystal Gravois
Commission No.: 066725
My Commission Expires: Until Life

CRYSTAL GRAVOIS - ID NO. 066725
NOTARY PUBLIC
COMMISSIONED FOR LIFE
ST TAMMANY PARISH, LA

V. PROPOSAL FORMS

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before June 12, 2024 at 11:00am (EST)

TO: Windward Community Development District

FROM: Rotolo Consultants, Inc.
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Windward Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, Brian Rotolo REPRESENTING Rotolo Consultants, Inc.
Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/specifications at the following prices:

I. Contract Proposal Amount: $ 262,849.53
(Please provide an average of all five years of pricing)

Annual Total, Year 1: $ 248,503.38

Annual Total, Year 2: $ 257,089.23

Annual Total, Year 3: $ 266,259.01

Annual Total, Year 4: $ 266,259.01

Annual Total, Year 5: $ 276,137.02

II. Proposer Information

NAME OF PROPOSER: Rotolo Consultants, Inc.

ADDRESS: 38001 Brownsvillage Rd., Slidell, LA 70460

PHONE: (985) 643 - 2427 FAX: (985) 643 - 2691

SIGNATURE:

PRINTED NAME: Brian Rotolo

TITLE: CFO

DATE: 6/7/2024

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Rotolo Consultants, Inc.

Street Address 38001 Brownsvillage Rd.

P. O. Box (if any) N/A

City Slidell State LA Zip Code 70460

Telephone (985) 643 - 2427 Fax no. (985) 643 - 2691

1st Contact Name Scott Brewer Title Corporate Strategy Manager

2nd Contact Name Ryan Rotolo Title Estimator

Parent Company Name (if any) N/A

Street Address N/A

P. O. Box (if any) N/A

City N/A State N/A Zip Code N/A

Telephone N/A Fax no. N/A

1st Contact Name N/A Title N/A

2nd Contact Name N/A Title N/A

- *Company Standing:*

Proposer's Corporate Form: Corporation
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Louisiana Date 12/04/1994

Is the Proposer in good standing with that State? Yes X No ___

If no, please explain N/A

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes _X_ No ___

If no, please explain N/A

- *What are the Proposer's current insurance limits?*

General Liability	$ 3,000,000
Automobile Liability	$ 1,000,000
Workers Compensation	$ 1,000,000
Expiration Date	7/1/2024

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

FL Contractor's License

FL Pesticide Applicator's License

FL Fertilizer Applicator's License

FL Irrigation Controller License

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 1733 Benbow Court, Suite 1

P. O. Box (if any) N/A

City Apopka State FL Zip Code 32703

Telephone (689) 999 - 4782 Fax no. N/A

1st Contact Name Scott Brewer Title Corporate Strategy Manager

2nd Contact Name Willie Simms Title Area Manager

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

1 Supervisors, who will be onsite 3 days per week;
2 Technical personnel, who will be onsite 1 days per month; and
3 Laborers, who will be onsite 3 days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes X No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: David Doggett

Position / Certifications: Horticulture Manager / FL Pesticide Applicator's License

Duties / Responsibilities: Overseeing Horticultural Chemical Application

% of Time to Be Dedicated to This Project: 25 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Phase II

Contact: Jessie Burns Contact Phone: (321) 395 - 1590

Project Type/Description: Bed maintenance and mowing along interstate

Duties / Responsibilities: Horticultural chemical application to beds and turf

Dollar Amount of Contract: $460,712.61

Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation, horticultural application, mulch replacement

Dates Serviced: 2024 - Ongoing

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes* X *No* ___ *For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Enviro Tree Service

Street Address 3202 Phils Ln

P. O. Box (if any) N/A

City Apopka State FL Zip Code 32712

Telephone (407) 574 - 6140 Fax no. N/A

1st Contact Name Kyle Thornton Title Account Manager

2nd Contact Name N/A Title N/A

Proposed Duties / Responsibilities: Palm Pruning

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Phase II

Contact: Jessie Burns Contact Phone: 321 - 395 - 1590

Project Type/Description: Bed maintenance and mowing along interstate

Dollar Amount of Contract: $460,712.61

Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation, horticultural application, mulch replacement

Dates Serviced: 2024 - Ongoing

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:* Background checks performed on all employees, E-Verify and drug testing both required for condition of employment

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: Rotolo Consultants, Inc.

DATE: 6/7/2024

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Keith Rotolo	COB / Owner	General Oversight	Mandeville, LA
Michael Rotolo	President / COO	General Oversight	Covington, LA
Brian Rotolo	CFO	Financial Oversight	Mandeville, LA
Brandt Martin	COO of Maintenance	General Oversight of Maintenance	Ocean Spring, MS
FOR PARENT COMPANY (if applicable)			
N/A	N/A	N/A	N/A

SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Rotolo Consultants, Inc.

DATE: 6/7/2024

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Ezekiel Davis	Regional Manager	Onsite Representative/ Point of Contact	Orlando, FL	25%/1 day per month	10	20
Willie Simms	Project Manager	Operational Oversight	Orlando, FL	25%/1	2	20
Victor Lopez	Supervisor	Quality Control/Customer Satisfaction	Orlando, FL	25%/1	1	5

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Rotolo Consultants, Inc.

DATE: 6/7/2024

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
1	60" John Deere Zero Turn Mower	4	1733 Benbow Ct., Apopka, FL
1	72" John Deere Zero Turn Mower	4	1733 Benbow Ct., Apopka, FL
2	Stihl String Trimmer	4	1733 Benbow Ct., Apopka, FL
2	Stihl Edger	4	1733 Benbow Ct., Apopka, FL
2	Stihl Backpack Blower	4	1733 Benbow Ct., Apopka, FL
1	Ford F-250 Truck	4	1733 Benbow Ct., Apopka, FL
1	Izuzu Box Truck	4	1733 Benbow Ct., Apopka, FL
2	Z-Sprayer	4	1733 Benbow Ct., Apopka, FL

irrigation, mulch replacement, fertilization, weed control, insect control

List of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, spraying packs, small equipment

List of subcontractors used: Swift Pine Straw

Is this a current contract? Yes X No ___

Duration of contract: 2023 - Ongoing

- *(Information regarding similar projects – continued)*

Project Name/Location: Latitude Margaritaville

Contact: Hannah Bowyer Contact Phone: 850 - 499 - 0322

Project Type/Description: Common areas in residential community

Dollar Amount of Contract: $2,026,904

How was the project similar to this project? Contract consisted of common areas in a Florida residential community including irrigation maintenance

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, detailing, bed maintenance, multi trunk pruning, irrrigation, mulch replacement, fertilization, weed control

List of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, spraying packs, small equipment

List of subcontractors used: Swift Pine Straw, Florida Select

Is this a current contract? Yes X No ___

Duration of contract: 2023 - Ongoing

- *(Information regarding similar projects – continued)*

Project Name/Location: Seaside

Contact: Angel Selvey Contact Phone: 850 - 231 - 1551

Project Type/Description: Common areas in residential community

Dollar Amount of Contract: $226,107

How was the project similar to this project? Contract consisted of common areas in a Florida residential community

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, detailing, bed maintenance, irrigation, mulch replacement, fertilization, weed control

List of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, spraying packs, small equipment

List of subcontractors used: N/A

Is this a current contract? Yes X No ___

Duration of contract: 2021 - Ongoing

- *(Information regarding similar projects – continued)*

Project Name/Location: Village of Baytowne Wharf

Contact: Alan Meyers Contact Phone: 850 - 259 - 3741

Project Type/Description: Common areas in residential community

Dollar Amount of Contract: $146,237

How was the project similar to this project? Contract consisted of common areas in a Florida residential community

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, detailing, bed maintenance, irrigation maintenance, horticultural chemical application, mulch replacement

List of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, spraying packs, small equipment

List of subcontractors used: N/A

Is this a current contract? Yes X No ___

Duration of contract: 2022 - Ongoing

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No X For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: N/A

Contact: N/A Contact Phone: N/A

Project Type/Description: N/A

Dollar Amount of Contract: N/A

Scope of Services for Project: N/A

Dates Serviced: N/A

Reason for Termination: N/A

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No X*

If yes, please describe each violation, fine, and resolution N/A

What is the Proposer's current worker compensation rating? 0.84

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No ___

If yes, please describe each incident Record of incidents attached

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
Yes ___ No X If yes, please provide:

The names of the entities N/A

The state(s) where barred or suspended N/A

The period(s) of debarment or suspension N/A

Also, please explain the basis for any bar or suspension:
N/A

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

  N/A

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

  N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:*

  Identify the Case # and Tribunal: N/A

  Describe the Nature of the Action: N/A

  Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

  N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:*

  N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (X) If yes, please explain:*

  N/A

PROPOSAL FORM
PART IV - PRICING

***NOTE:** This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.*

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the "Pricing Form"). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

Windward Community Development District Landscape Fee Summary

Contractor: Rotolo Consultants, Inc.

Address: 38001 Brownsvillage Rd., Slidell, LA 70460

Phone: (985) 643 - 2427
Fax: (985) 643 - 2691
Contact: Scott Brewer
Email: sbrewer@rotoloconsultants.com

Property: Windward CDD

Address: 219 E. Livingston St.
Orlando, Florida, 32801
Phone:

Contact:
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A) - Mowing/Detailing	5,504	5,504	5,504	13,759	13,759	13,759	13,759	13,759	13,759	5,504	5,504	5,504	$115,579
TURF CARE (Component B) Bahia/St Augustine/Zoysia	371	761	5,882	683	495	2,309	371	371	495	5,535	816	371	$18,491
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching			301		589		580			437		301	$2,208
IRRIGATION MAINT. (Component D)	846	846	846	846	846	846	846	846	846	846	846	846	$10,147
ANNUAL CHANGES - (Component E.1) Per Annual Pricing: $6.10/plant	7,317 1,200			7,317 1,200			7,317 1,200			7,317 1,200			$29,257
BED DRESSING - Estimate mulch yds (Component E.2) Per Yard Pricing: $88.81/cy					17,940 Mulch Yds: 202						17,940 Mulch Yds: 202		$35,881
PALM TRIMMING 2x Per Year (Component E.3) Per Palm Price: $46.67/pruning/palm Palm counts: 396 palms		18,480						18,480					$36,960
TOTAL FEE PER MONTH	$14,037	$25,591	$12,533	$23,005	$33,029	$16,934	$22,873	$33,456	$15,100	$19,638	$25,106	$7,031	$248,503
Flat Fee Schedule	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$248,503

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$149,396
Extra Services Annual Changes, Palm Pruning, Mulch	$102,107
TOTAL	$248,503.35

Initials_____ _____

PROPOSAL FORM
SIGNATURE PAGE

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

Dated this 7th day of June, 2024.

Proposer: Rotolo Consultants, Inc.
By: Brian Rotolo
Title: CFO

STATE OF LA
COUNTY OF St. Tammany

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 7th day of June, 2024, by Brian Rotolo of Rotolo Consultants Inc who is ☐ personally known to me or ☒ who has produced LA driver's license as identification, and ☒ did or ☐ did not take the oath.

Notary Public, State of ~~Florida~~ Louisiana
Print Name: Crystal Gravois
Commission No.: 066725
My Commission Expires: Without Life

CRYSTAL GRAVOIS - ID NO. 066725
NOTARY PUBLIC
COMMISSIONED FOR LIFE
ST TAMMANY PARISH, LA

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: Rotolo Consultants, Inc.

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

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

N/A

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

Brian Rotolo, CFO

Signature of Authorized Signatory of Proposer

Sworn before me on 6/7, 2024

Notary Public Signature

CRYSTAL GRAVOIS - ID NO. 066725
NOTARY PUBLIC
COMMISSIONED FOR LIFE
ST TAMMANY PARISH, LA

Notary Stamp

Windward Community Development District

Addendum #1
Windward CDD RFP 2024
Landscape Maintenance Services

June 7, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

CLARIFICATIONS/QUESTIONS:

Q1: How many mow cycles should we propose for this bid?

A1: Propose 42 mow cycles.

Q2: II.6. Familiarity With the Project: In regards to the "as is" condition of acceptance, will a remediation priced as a one-time additional billable service be permitted if the conditions of the site are not up to the standard expected by the CDD? Who will be responsible for this remediation?

A2: A one time service proposal for elements that the proposer believes need immediate remediation can be provided by the proposer at any time. The expectation is that the proposers service over time will improve the site conditions to a satisfactory state. Fair consideration for current conditions and the time it takes to accomplish these changes will be considered.

Q3: Is the current condition of the site up to the standard expected by the CDD?

A3: No. The site has much needed improvement at this time.

Windward Community Development District

Q4: II.15.J: Will the certificate of insurance required Windward CDD to be listed as additional insured?

A4: Yes.

Q5: II.20. Mandatory and Permissive Requirements: The requirement that bidders attend the Mandatory Pre-Proposal Meeting conflicts with prior information that there is no mandatory pre-proposal meeting for this bid. Please confirm.

A5: There was no Pre-bid meeting therefore no mandatory attendance.

Q6: If the open site visit period serves as a mandatory pre-bid for this bid, please provide a list of bidders who have conducted site visits during this period.

A6: There was no mandatory pre-bid meeting of any kind. The information of what bidders provided proposals for the site for this RFP will be available after the bids are opened.

Q7: Windward CDD Landscape Fee Summary: Will per-application mulch amounts in square yards be required in the fields for which these applications will be performed (i.e. columns "May" and "Nov" in row "BED DRESSING – Estimate mulch yds")

A7: Mulch is to be proposed in cubic yards. Yes the fee summary requires bidders to propose how many yards will be used per application.

Q8: Windward CDD Landscape Fee Summary: Does the requested mulch yards estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A8: Cubic Yards.

Q9: Windward CDD Landscape Fee Summary: Palm pruning is listed as an "Extra Service" alongside annual changes and mulch, while previously only annual changes and mulch were to be considered extra services. Please verify that palm pruning will be considered an extra service not to be included in the base contract amount.

A9: Palm pruning is labeled under the "Extra Services". The contract can be written to include Extra services or not. That is at the board's discretion, but all bidders must include numbers for these services.

Q10: Scope of Services.Clarification.3: Do the yards of mulch provided in the CDD's estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A10: Cubic yards.

Q11: Scope of Services.Clarification.4: The CDD estimates 1200 annuals to be changed per rotation. However, in the Landscape Fee Summary, a note indicates that there are "None at this time". Please clarify these conflicting notes.

A11: "None at this time" is an error. The bid is for 1200 estimated annuals.

Windward Community Development District

Q12: Scope of Services.Clarification.5: How many bags are required to be stocked per dog station?

A12: The intent is that the stations remain stocked at all times. Each station has different levels of usage. The bidder will have to estimate bag quantity to stock each week during their service of the stations.

Q13: Scope of Services.Clarification.5: Are bag rolls or bag boxes preferred for dog stations? Which size for each?

A13: The final decision will be left up to the bidder as long as the stations are user friendly and remain stocked. Please review onsite stations for what is currently used.

Q14: Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.

A14: This is defined in the Staffing section under General Services- Component "A" of the scope.

Q15: Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated? Is there any other unirrigated turf on the site outside of pond areas and banks?

A15: All pond banks are unirrigated. There are some other unirrigated spaces. The vendor will need to perform a site review for clarification. Only pond banks pertain to the 32 times annual mow schedule.

Q16: Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".

A16: Focal = Relating to the center or main points of interest. This includes entry monuments, annual beds, etc.

Q17: Landscape Scope of Work.General Services.Detailing: "A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations." This conflicts with prior information stating that detailing will occur once every three weeks, or approximately 17 times per year. Please clarify these conflicting notes.

A17: The property should be divided into thirds and a portion done each week. This requires a visit each week for 52 weeks annually.

Windward Community Development District

Q18: Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.

A18: Please refer to the scope and any best recommended practices the bidder uses for these services. This is something that can change based on weather conditions or bloom cycles.

Q19: Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.

A19: Trash should be removed from all service areas when they are being serviced. At a base level that is whenever an area is mowed, and yes when an area is detailed every three weeks. Additional trash pickup may be required in some areas at management request.

Q20: Please provide a breakdown of St. Augustine, Bahia, and Zoysia turf areas.

A20: The service map provided should be used to generate the bid. Bidders are responsible to review the site and determine turf locations throughout the site. The CDD will not provide that information for this bid. The CDD does not have this information readily available.

Q21: Turf Care Program, Bahia – Where Applicable (Irrigated areas only): Please define irrigated areas as they pertain to Bahia turf. Will only irrigated Bahia receive chemical applications, or are irrigated areas synonymous with Bahia areas?

A21: Irrigated areas as they pertain to Bahia turf would be any Bahia turf area that received irrigation. Yes, only irrigated Bahia areas will receive chemical applications.

Q22: Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.

A22: None at this time.

Q23: Please provide an irrigation zone count.

A23: The CDD does not have a count of exact irrigation zone quantities. Bidders are expected to provide their best estimate based on a review of the property. An exact count of the zones is not necessary to provide a bid.

Q24: Irrigation Maintenance.Frequency of Service: Will material costs for all repairs, including those under $500, be considered an additional billable service beyond the hourly irrigation repair rate provided?

A24: Yes. Please refer to Component D for items included in the inspection and those that are extra billable services.

Q25: Please confirm that only areas outlined in pink on the provided map will be included under this bid.

A25: That is correct.

Windward Community Development District

Q26: Please provide current contract.

A26: The current contract is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking the current contract is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q27: Please provide previous bid tab.

A27: The previous bid tab is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking district records is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q28: Please provide the name of current service provider.

A28: The property is currently serviced by Juniper.

Q29: Do additional fee summary schedules need to be copied and filled for all 5 years of pricing?

A29: No. Please provide a fee summary for the first year and list the additional years inside the bid packet where allocated.

Q30: Is there a maximum allowable annual increase in pricing between years?

A30: No. There are no parameters or restrictions on increases. Of course any annual increases will be reviewed by the board and is subject to board approval

Windward Community Development District

Please sign and return with your bid packet. Attach this form to your bids.

NAME OF FIRM:

Rotolo Consultants, Inc.

SIGNATURE:

DATE: 6/7/2024

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	4	8	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
435	483
(K)	(L)

Injury and Illness Types

Total number of...

(M)			
(1) Injury	13	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Rotolo Consultants, Inc. (RCI)

Street 38001 Brownsvillage Rd

City Slidell State LA Zip

Industry description (e.g., Manufacture of motor truck trailers)
Lawn Maintenance and construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 1 7 3

Employment information

Annual average number of employees 621

Total hours worked by all employees last year 1288652

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Angelina Halstead
Company executive

HR Director
Title

985-643-2427
Phone

1/30/2020
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	2	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
68	106
(K)	(L)

Injury and Illness Types

Total number of...

(M)			
(1) Injury	3	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Rotolo Consultants, Inc. (RCI)

Street 38001 Brownsvillage Rd

City Slidell State LA Zip

Industry description (e.g., Manufacture of motor truck trailers)
Lawn Maintenance and construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 1 7 3

Employment information

Annual average number of employees 621

Total hours worked by all employees last year 1,123,521

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Angelina Halstead
Company executive

HR Director
Title

985-643-2427
Phone

1/30/2021
Date

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	2	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
79	230
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	3	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Rotolo Consultants Incorporated

Street: 38001 Browns Village Road

City: Slidell,Memphis,Foley,Biloxi,PCB,Destin State: LA,TN,AL,MS,FL Zip: 70460

Industry description (e.g., *Manufacture of motor truck trailers*)

Lawn Maintenance & Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

5 6 1 7 3

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 779

Total hours worked by all employees last year: 1,474,592.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Eddy Fernandez — Company executive

Safety Director — Title

Phone (985)643-2427 Date 1-20-2022

Reset

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
180	35
(K)	(L)

Injury and Illness Types

Total number of...

	(M)		
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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Establishment information

Your establishment name Rotolo Consultants, Inc. (RCI)

Street 38001 Brownsvillage Rd

City Slidell,Memphis,Florida,Mississppi,Alabama,Texas State LA,TN,MS,AL,TX Zip 70460

Industry description (e.g., Manufacture of motor truck trailers)
Lawn Maintenance and construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 1 7 3

Employment information

Annual average number of employees 942

Total hours worked by all employees last year 1715053

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Eddy Fernandez
Company executive

Safety Director
Title

985-643-2427
Phone

1/25/2023
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2023

U.S. Department of Labor
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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
180	0
(K)	(L)

Injury and Illness Types

Total number of...

	(M)		
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

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Your establishment name Rojolo Consultants, Inc. (RCI)

Street 38001 Brownsvillage Rd

City Slidell,Memphis,Florida,Mississppi,Alabama,Texas State LA,TN,MS,AL,TX Zip 70460

Industry description (e.g., Manufacture of motor truck trailers)
Lawn Maintenance and construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 1 7 3

Employment information

Annual average number of employees 1033

Total hours worked by all employees last year 1,994,891

Sign here Eddy Fernandez

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Eddy Fernandez
Company executive

Safety Director
Title

985-643-2427
Phone

1/25/2024
Date

ROTOLO CONSULTANTS, INC.

WWW. ROTOLOCONSULTANTS.COM

RCI

LANDSCAPE • MAINTENANCE • CONSTRUCTION

ROOTED IN TRADITION · GROWING THE FUTURE

Proposal Prepared For:

Windward CDD

Osceola County, Florida

June 12, 2024

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LETTER FROM OUR PRESIDENT

www.RotoloConsultants.com
P: 800.641.2427

June 12, 2024

Windward Community Development District
Governmental Management Services
Central Florida, LLC
219 E. Livingston St.
Orlando, FL 32801

Re: RFP Windward Community Development District -- Landscape & Irrigation Maintenance

To Whom It May Concern:

Rotolo Consultants, Inc. (RCI) is pleased to submit the following proposal for Windward Community Development District (Windward CDD). With our vast experience servicing a variety of clients from HOAs and Cities to Healthcare facilities and Higher Ed institutions, we feel we can offer the expertise and quality care you seek for your CDD. Our dedicated staff consists of a number of degreed horticulturists, arborists, turf specialists, agronomists, and hands-on owners. We have assembled a team that share a passion for providing the best possible service in our industry. At RCI, we pride ourselves in ensuring our clients receive the highest quality care for their properties.

RCI fully understands the extent and scope of the work required under the RFP and is ready to enter into a contract. We will provide the necessary staff, equipment, and management to execute the work outlined within the RFP.

The person authorized to contractually obligate RCI is:
Michael Rotolo, President & COO
Phone: 800.641.2427
Email: mrotolo@rotoloconsultants.com

The point of contact for contractual clarifications will be:
K. Scott Brewer, Corporate Strategy Manager
Phone: 800.641.2427, Ext 102
Cell: 901.331.1247
Email: sbrewer@rotoloconsultants.com

The team at Rotolo Consultants, Inc. looks forward to a partnership with Windward CDD. We are confident in our team's ability to create a lasting impact on your community's properties entrusted to us.
Sincerely,

Michael Rotolo
President & COO
Rotolo Consultants, Inc.

NARRATIVE DESCRIPTION OF SERVICES PROVIDED

In order to provide a full maintenance service each mowing cycle, RCI proposes a routine maintenance staff of four (4) employees, as well as one (1) designated Project Manager, as well as one (1) Area Manager and one (1) Regional Manager. This crew will also be tasked with handling additional enhancements such as mulch replacement and seasonal color changeouts upon request. This will be coupled with an additional crew of two (2) employees to handle all chemical applications as requested. This crew count reflects servicing during weekdays to execute the work required.

Lawn Care and Grounds Maintenance services will be provided on a weekly basis. RCI is fully capable and intends to provide all required labor, equipment, and materials to prosecute the scope of work as requested beyond palm pruning to be performed utilizing a subcontractor. All crew members will wear RCI branded shirts and hats. Our trucks are equipped with company logos as well. The maintenance crew will be equipped with a crew truck that includes zero-turn 60" and 72" mowers as well as various small tools including string trimmers, backpack blowers, stick edgers, hedge trimmers, and numerous other hand tools that may be needed to provide services. (Full equipment list of RCI inventory can be provided upon request.)

RCI will ensure to remove all trash, debris, excess leaf drop and limbs prior to commencement of mowing operations. All debris gathered will be disposed of in accordance with local laws and ordinances. Once site is clean, RCI will commence mowing and grounds maintenance services including grass mowing, string trimming, edging, weeding of beds, pruning of shrubs, tree trimming for proper clearances and sightlines and blowing & clean-up of debris generated during services. Blowing will also include paved surfaces and parking lots, etc.

Chemical applications will be scheduled at specific times throughout the year as per Windward CDD's application schedule. All chemical applications will be proposed to Windward CDD prior to application and, upon approval, we will complete the specified applications and provide documentation of records immediately thereafter. Copies of all applicable licenses, as well as general licenses for the State of Florida are attached with bid submittal.

RCI will be available for inspections of each location with the proper Windward CDD representatives if and when requested. Please also see attached quality control documentation following this narrative which provides a thorough outline of how RCI ensures quality of service throughout the year.

All pruning services will abide by horticulturally acceptable standards and practices and will be provided during the proper time of year per plant species to avoid negatively impacting growth, health, or blooming of flowering species.

Any service that may be delayed due to inclement weather will be provided on the following day, site conditions permitting. If unfavorable site conditions persist for multiple consecutive days, RCI will make sure to discuss these specific cases directly with Windward CDD to establish a proper plan of action which will satisfy all parties involved.

We hope that the above narrative, along with the corresponding supplemental information and documentation as referenced above will provide Windward CDD with the comfort and confidence in RCI's ability to properly staff and equip our crews to provide the services as requested. If there are any questions or if Windward CDD would like to request any further information or documentation to demonstrate RCI's ability of capability, please feel free to contact us at any time and we will be more than happy to assist in any way possible.

COMPANY MISSION STATEMENT

RCI is committed to providing quality products and services by incorporating creativity, professionalism, integrity and continuous improvement. In the on-going spirit of partnership, we strive to provide a rewarding atmosphere for our team in order to produce outstanding results for our clients.

COMPANY CORE VALUES

Our core values are the key to our success and the reason our clients come back to us again and again, often asking for our senior team members and superintendents by name since 1978.

Integrity

We conduct our business with honesty, reliability and consistency in order to produce positive results for both our clients and our team members.

Creativity

We seek innovative solutions for clients via imaginative and unique approaches delivered impeccably by our team of industry professionals.

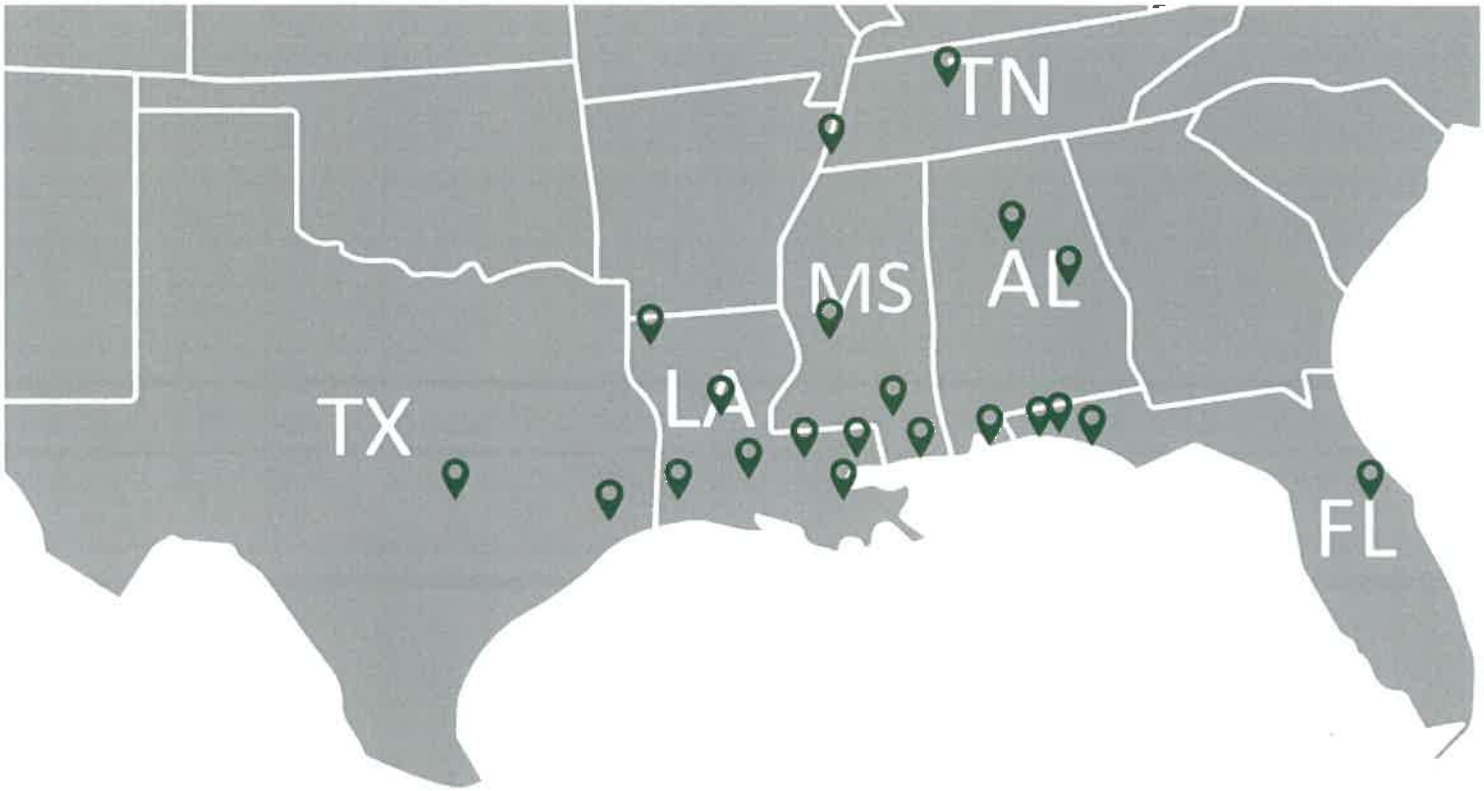
Passion

We are passionate about what we do, and this passion fuels our team to be the best at what we do each and every day for each and every client.

COMPANY PROFILE
RCI LOCATIONS

RCI is currently operational out of 21 cities within 6 states in the southeast.

Alexander City - Alexandria - Austin - Baton Rouge - Biloxi - Birmingham - Destin - Foley - Hattiesburg - Houston - Jackson - Lake Charles - Lafayette - Memphis - Nashville New Orleans - Orlando - Panama City Beach - Santa Rosa Beach - Shreveport - Slidell



RCI ORLANDO OFFICE

1733 Benbow Ct
Apopka, FL 32703
(689) 999-4782

RCI KISSIMMEE FACILITY

1492 Ree Lane
Kissimmee, FL 34746
Osceola County

LANDSCAPE MANAGEMENT

- Turf Maintenance
- Ornamental & Tree Maintenance
- Irrigation System Maintenance
- Chemicals/Horticultural Services
- ROW Maintenance
- Athletic Fields Management
- Landscape Assessments
- Mulch
- Annuals

CONSTRUCTION

- Hardscape
- Aquatics
- Design + Build
- Landscape & Irrigation
- Lighting
- Erosion Control
- Athletic Fields & Complexes
- Fencing
- Retaining Walls
- Hydro-Seed
- Drainage
- Signage

DESIGN + BUILD

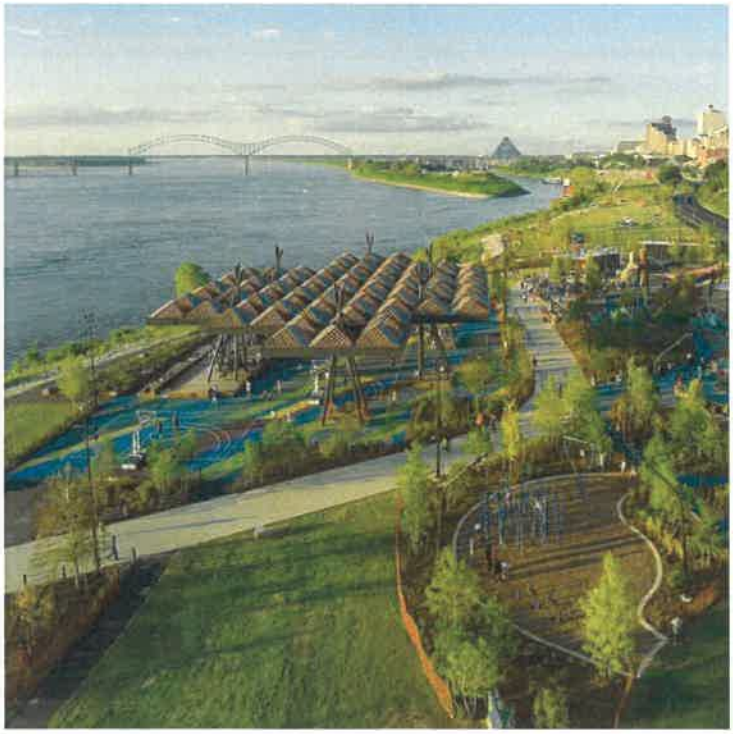
- Land Planning & Landscape Architecture
- GIS Mapping & Presentations
- Grounds & Irrigation Assessments
- Landscape Master Planning
- Permit Documents
- Aquatic Facility Design
- RV Park Design
- Signage & Hardscape Design
- Landscape, Irrigation & LED Lighting Design

DISASTER RELIEF

- Property Assessments
- Demolition
- Pressure Washing & Decontamination
- Mold Remediation
- Roof Repairs
- Tree & Debris Removal
- Landscape/Aquatic/Hardscape Renovation & Emergency Repairs
- Temporary Housing
- Labor & Equipment Assists

COMPANY PROFILE
ADDITIONAL SERVICES

- Exterior lighting upgrades (LED conversions)
- Parking lot repair and restoration (includes parking lot surface coating, asphalt surfacing, and pothole repairs)
- Parking lot striping
- Pressure washing
- Roofing repair and replacement
- Mold/mildew remediation
- Fencing
- Exterior painting
- Pond, pond fountain, and pond aerator maintenance
- Pool remodel and repair
- Playground maintenance and repair
- ADA accommodations (accessibility features for parking, playgrounds, pools and other walking paths)
- Curb stops and speed bumps
- Stair and step replacement
- Handrail maintenance (grinding, sanding, and painting)



COMPANY PROFILE
COMPANY OVERVIEW

Rotolo Consultants, Inc. (RCI) has been in operation for over forty-five years since we first opened our doors as a local plant nursery in 1978. Today RCI is recognized as one of the ***Top 20 Largest Commercial Landscape Companies in the U.S.***, employing approximately 1,200 employees across the Southeast. RCI provides a range of services from hardscape & aquatic construction and landscape installation to turn-key landscape maintenance. RCI currently operates out of 20 cities across Texas, Louisiana, Mississippi, Alabama, Florida, and Tennessee. Our current maintenance client count exceeds 1,000.

RCI touts professional relationships with Isuzu, John Deere, and Stihl due to our purchasing power, which assures government-level pricing structure and "front of the line" ability to secure equipment on short notice. In addition, with over $15 million of owned equipment currently, RCI has the ability to deploy any level of equipment and vehicles required initially to commence operations at any level. RCI has a bonding capacity of $20MM single job/$60MM aggregate bonding capacity and will be able to secure any bid or performance bonds required.

RCI has the ability and proven track record to quickly staff large-scale operations. RCI has the philosophy of maintaining "bench strength" management and supervisors at all times in order to absorb the on average 10-15% year-over-year growth that we have successfully absorbed over the last decade. All staff on our projects will have been trained on all equipment they will be utilizing as a part of our ongoing internal training system. With multiple purchasing agents, all necessary stock, supplies, and inventory will be identified and in place prior to the start of the project.

Built within our entire proposal are the staff and equipment to assure a quality project. Historically, we have a retention rate of over 95% on existing landscape maintenance clientele. This does not happen by accident but only through proper management and staffing with checks and controls ensuring every team member is held responsible for their area work. Most of our management staff have moved up through the ranks of our company which assure our clients of a tried and tested team. Our average tenure among senior staff is in excess of 10 years.

RCI is also proud of our 300+ fleet of trucks and numerous large equipment pieces. We are also proud R&D partners with John Deere and Rain Bird, serving as strategic account holders for both. RCI remains on the cutting edge of what is happening within the green industry, standing ready to offer our clients superior service.

COMPANY PROFILE
RCI STATISTICS

45+ years in business.

Recognized as one of the top 20 largest commercial landscape companies in the United States.

Currently operational in 21 cities in the southeast U.S.

1,200+ employees

1,000+ landscape maintenance clients

100+ current construction clients

300+ fleet

Over $15 million in owned equipment

Retention rate of over 95% on existing maintenance clients

FLORIDA MARKET

We currently operate in the following Florida cities:
Destin, Orlando, and Panama City Beach.

We provide services to over 200 Florida landscape maintenance clients. This is in addition to our construction and design clients.

We anticipate approximately $35 million in revenue for the Florida market this year.

KEY MANAGEMENT

Resumes are supplied at the end of the proposal.

EXECUTIVE OFFICERS

MICHAEL ROTOLO
President and COO
19 years with RCI
19 years experience

BRANDT MARTIN
COO of Maintenance
14 years with RCI
14 years experience

JEREMY CARTER
RVP of Maintenance
3 years with RCI
20 years experience

CORPORATE MANAGEMENT

STEVEN PUGH, CIT, CLIA, CID
Corporate Irrigation Manager
4 years with RCI
30 years experience

RUSSELL HARRIS
Corporate Horticulture Manager
8 years with RCI
32 years experience

EDDY FERNANDEZ
Corporate Safety Officer
4 years with RCI
23 years experience

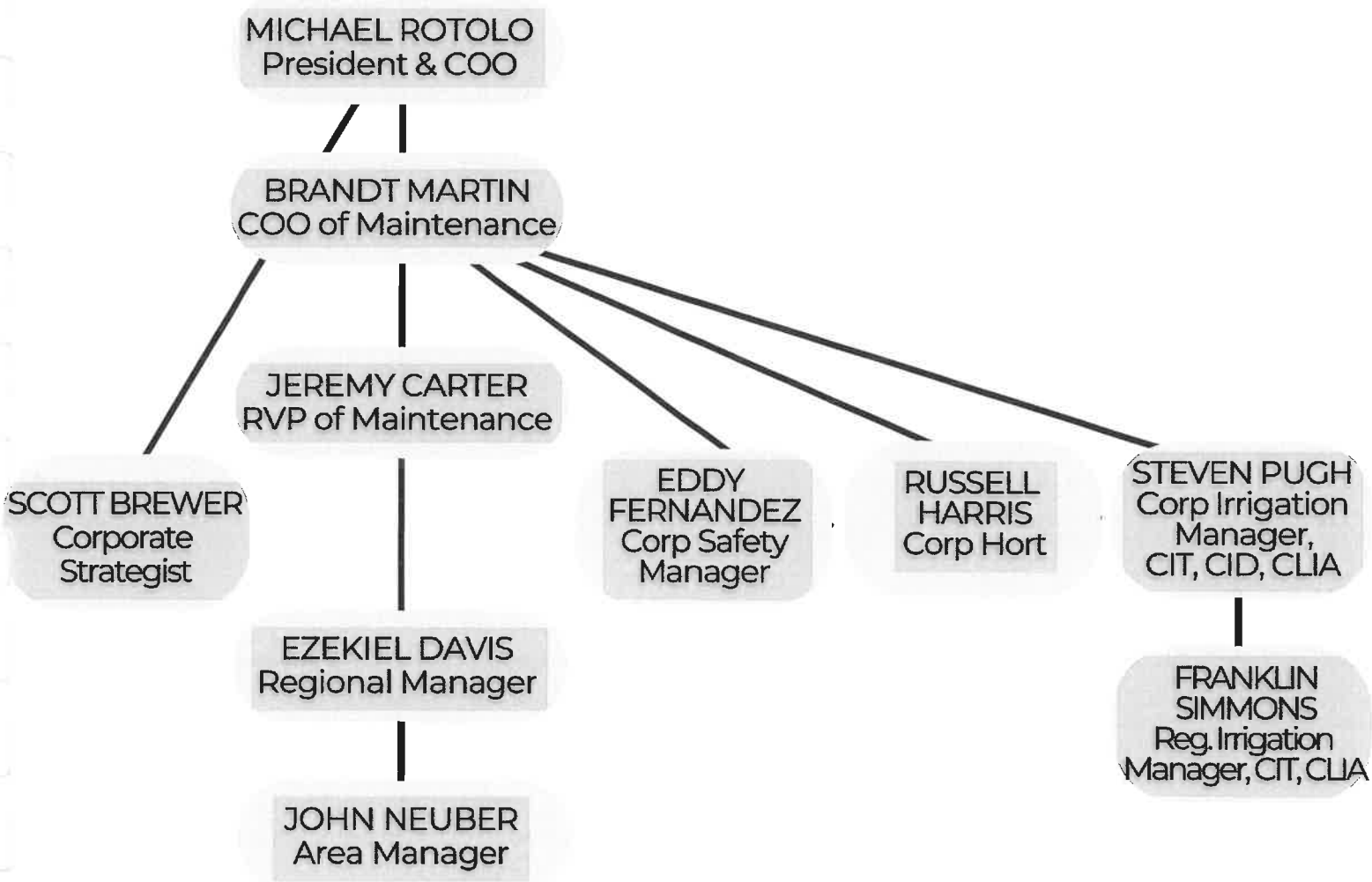
ORLANDO MANAGEMENT

EZEKIEL DAVIS
Regional Manager
10 years with RCI
19 years experience

JOHN NEUBER
Area Manager
30+ years experience

FRANKLIN SIMMONS, CIT, CLIA
Regional Irrigation Manager
2 years with RCI
6 years experience

PROPOSED STAFFING CHART



Additionally, RCI will supply the necessary number of crews required for the care of your CDD. Each crew consists of a supervisor, lead operator, and laborers.

CLIENT ACCOUNT REPRESENTATIVE

Your point of contact for account inquiries and customer service related questions will be:

K. SCOTT BREWER

Corporate Strategy Manager

Phone: 800.641.2427, Ext 102
Cell: 901.331.1247
Email: sbrewer@rotoloconsultants.com

K. Scott Brewer has 28 years of experience in the green industry. He has worked for RCI since 2000. His positions during that time include that of Business Development Manager, Division Manager of Maintenance Operations, and currently RCI's Corporate Strategist. He will serve as the account manager for your project.

TRANSITION PLAN

AWARD NOTICE TO START OF SERVICES

- Coordinate activities between current contractor, Windward CDD's management and RCI throughout transition; facilitate transition meetings as required; provide weekly status reports to Windward CDD on transition progress.

30 DAYS PRIOR TO START OF SERVICE

- Conduct local recruitment efforts including job fairs and community outreach as needed to supplement RCI staff and H2B visa workers.
- Conduct initial meetings with client procurement and facilities staff to finalize transition plan schedule and coordination between RCI and Windward CDD.

21 DAYS PRIOR TO START OF SERVICE

- Conduct site inspections and on-site introduction to Windward CDD's board assigned to the project. Include site walks to confirm expectations, site challenges, objectives that are site specific.

14 DAYS PRIOR TO START OF SERVICE

- In conjunction with site inspections above, complete the necessary Job Hazard Analyses (JHA).

7 DAYS PRIOR TO START OF SERVICE

- On site meeting with Windward CDD's procurement/contract administration staff to finalize administrative and contract management processes including invoicing, performance monitoring, staffing clarifications, IT interactions and insurance/bond deliverables (if applicable).
- Conduct safety training specific to equipment and JHA's to be utilized on project for all RCI personnel.
- Coordinate transfer and mobilization of required assets including equipment and vehicles. Complete staging of all internal assets at production facility in respective location.
- Develop comprehensive schedule of services for each location including monthly overview down to a weekly service schedule by location.
- Inspect individual sites to develop thorough punch list of any issues or opportunities for improvement to the landscape and/or irrigation system.

FIRST DAY OF SERVICES

- On location for commencement of services (on or about August 1, 2024).

There will be 30/60/90-day post contract stakeholder meetings or conference calls with Windward CDD's management to review RCI performance and communicate any issues or opportunities for improvement.

COMMUNICATION & SERVICE REPORTING

RCI agrees: communication is of the utmost importance. We agree to provide the Windward CDD representative a weekly written service report via email on either Fridays or Mondays. Traditionally, our service reports are sent via email the day in which services are completed for that work week. This checklist reviews the completed services for the week, provides any notable areas of concern on your property, and discusses upcoming service scheduling information..

Maintaining effective communication between RCI and the Windward CDD representative is crucial for ensuring all services are provided and areas of concerns on the CDD's property are promptly addressed.

Upon request from the CDD representative, RCI can provide a Monthly Service Calendar, a copy of the preceding month's Irrigation Maintenance report, and a Lawn and Ornamental Fertilization report.

Additionally, RCI agrees to participate in bi-weekly or monthly property inspections as decided by the CDD's management. Please reference the following page for a breakdown of RCI's quality assurance protocol.

QUALITY ASSURANCE

RCI is renowned for its commitment to quality, crafting award-winning landscapes for a diverse clientele. Our rigorous quality control involves top-tier staff, including division managers, regional managers, area managers, crew leaders, and crew members, all of whom prioritize exceptional quality in every task.

We implement a multi-step quality control process, ensuring a thorough review of every project area. Area managers regularly visit sites with their staff, while regional managers conduct monthly performance assessments. Weekly inspections involve area managers completing RCI's tailored quality inspection form, which guides crew leaders to uphold quality standards in services. Supervisors review these forms weekly and regional managers monthly.

Monthly inspections provide a detailed overview of property areas, facilitating focus on areas needing improvement. Area managers conduct RCI's quality site evaluation (QSE) monthly, including client feedback for continuous improvement opportunities. Our quality inspection forms serve as constant reminders to prioritize work quality, ensuring transparency and top-notch care for your property.

CHEMICAL SAFETY & APPLICATION POLICY

RCI believes ensuring safe chemical application is critical on any project. All spray team members undergo initial chemical handling and safety classes when hired. RCI uses a combination of classroom and experiential learning followed by a one year apprenticeship. RCI uses the 'National Pesticide Applicator Certification Core Manual' in the classroom and sends spray techs to educational seminars provided by cooperative extension services and state agricultural departments/bureaus.

At present, over half of our staff are state licensed commercial applicators. RCI'S end goal is to have every spray tech become a state licensed commercial pesticide applicator at the Spray Tech 1 level (Supervisor).

RCI PESTICIDE APPLICATION POLICY

RCI follows the principles of Integrated Pest Management (IPM) which employ the use of all suitable pest control methods to keep pest populations below the economic injury level. Methods include cultural practices; the use of biological, physical, and genetic control agents; and the selective use of pesticides to limit environmental impacts. RCI follows all state and federal pesticide laws and abides by the clientele's directives. Spray techs are required to wear the personal protective equipment (PPE) recommended by the product label and must apply all pesticides in accordance with the label. RCI provides clientele with a written record of all pesticides applied, the rate at which they were applied, the location they were applied, the total amount applied, and the reason they were applied. All records are maintained for on-demand inspection by federal and state regulating agencies as well as clientele.

FERTILIZER AND PESTICIDE APPLICATIONS

Excess fertilizers, herbicides, and insecticides are major sources of nonpoint source pollution. RCI follows sustainable landscape best management practices to reduce the impact of fertilizers and pesticides on the environment. Fertilizer applications are performed by RCI spray techs and specially trained maintenance personnel by hand or calibrated equipment to ensure fertilizers are applied at desired application rates. Whenever possible fertilizers are applied based on soil test results to ensure that only essential fertilizer applications are made and to prevent overapplication. RCI tailors fertilizer applications to meet landscape needs by utilizing any of the following: organic and conventional fertilizers, sulfur or polymer-coated controlled-release granular fertilizers, water-soluble and chelated fertilizers. When plants are suspected of having nutritional deficiencies, pictures of the plants are first sent to the RCI corporate horticulturist for verification. The corporate horticulturist will then determine the appropriate course of action, which may include fertility records reviews, investigative site visits, soil sampling and analysis, tissue sampling and analysis, review of test results, and the application of fertilizers and/or soil amendments.

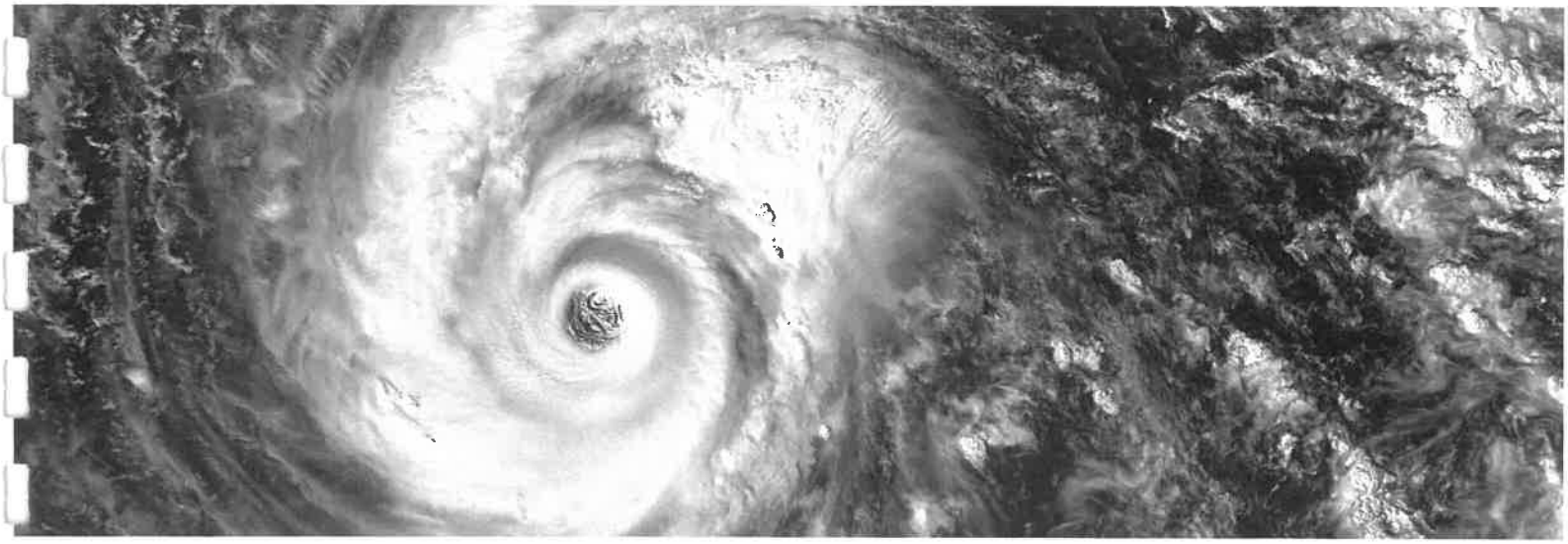
NATURAL DISASTER RESPONSE

In the event of inclement weather, RCI will dispatch crews to arrive on the job site as soon as safely possible. As a contractor with a proven history of disaster response, RCI is typically able to mobilize teams at the same time emergency service vehicles are on the road. Supervisors and crews will assess damages and prepare a plan of action for remediation of the property.

RCI has extensive experience responding to natural disasters, and as such, we are prepared to handle hazardous materials, monitor debris, and plan pre-events during storm season.

RCI has the ability to provide immediate assistance and solutions in incredibly overwhelming situations. We've helped a variety of clients navigate disaster damage, including casinos, large residential complexes, and complete cities. We've also helped various communities recover from hurricanes, tornados, fires, floods, and more. RCI is committed to providing all necessary tools for recovery.

In the wake of hurricanes, RCI can provide push crews to clear debris, demolition crews, crews to repair or install hardscape features, and landscape repair or redesign. We work with our clients to revert properties to their previous state, providing restorative solutions within clients' budgets.



ENSURING SAFETY

A robust safety and training program is crucial for minimizing damages, claims, and injuries on projects. Our company maintains an industry-leading safety record, largely due to our Job Hazard Analysis (JHA) tool, completed before project commencement. Led by our safety manager and key staff, this analysis identifies and addresses safety issues comprehensively, from equipment operation to specific job sites.

Continuously utilized throughout projects, our JHA tool informs weekly safety meetings and evolves with project knowledge. Additionally, our staff undergoes thorough equipment training before operation, documented in their personnel files. We utilize factory training guides, visits by manufacturer's representatives, and our own experience in completing the requisite training.

Our supervisors are responsible for inspecting all the equipment being used for the day prior to the start of work. After inspection, they must complete equipment and vehicle inspection forms that are turned into the project manager.

TOTAL ANNUAL DOLLAR VALUE OF LANDSCAPE & IRRIGATION SERVICE WORK

RCI's total annual dollar value of landscape and irrigation service work completed for each of the last three (3) years:

- 2023= $67,294,723
- 2022= $56,494,680
- 2021= $48,803,255

Total= $172,592,658

RCI's total revenue for the last three (3) years:

- 2023= $120,189,591
- 2022= $101,577,408
- 2021= $86,071,273

Total= $307,838,272

REFERENCES
LATITUDE MARGARITAVILLE

Project Name: Latitude Margaritaville at Watersound | Panama City Beach, FL
Reference Contact: Debra Laminack, 850.387.8715, DLaminack@mintousa.com
Project Type/Description: Full Landscaping Maintenance and Irrigation Services
Annual Dollar Amount of Contract: $1.985 Million

RCI's scope of services provided includes the following

- Basic Grounds Maintenance Services:
  - turf mowing, edging, string trimming, hand weeding, cleanup of any debris generated during servicing, litter removal, pruning and shaping of shrubs and trees
- Landscape Bed/Ornamental Plant/Tree Chemical Application:
  - all plant fertilizations, insect control, pre-emergent and post-emergent weed control, crack and crevice weed control in concrete joints
- Turf Chemical Applications:
  - all turf fertilizations, turf pre-emergent and post-emergent weed control
- Palm Pruning:
  - full labor and equipment furnishing for removal of all dead fronds and seed heads from palms, plus cleanup of debris generated during services
- Irrigation Monitoring:
  - monthly irrigation monitoring during growing season from irrigation tech including complete surveys of the system to identify any/all repair or work required on the irrigation system
  - additional weekly adjustments of irrigation timing based on weather conditions, plant needs and events on the property
- Pine Straw Mulch
- Annual Color Installation:
  - removal of old annuals, preparation of bed areas with fresh soil and fertilization, installation of annuals and ongoing maintenance of the annuals for a typical growing period of 3-6 months
- Annual Color Chemical Maintenance:
  - all annual color fertilizations, insect control and fungicide control, plus as-needed snail control

REFERENCES
SEASIDE

Project Name: Seaside | Seaside, FL
Reference Contact: Angel Selvey, 850-231-1551, angel@seasidetowncouncil.com
Project Type/Description: Landscape Maintenance Services
Annual Dollar Amount of Contract: ~ $250,000

RCI's scope of services provided includes the following

- Landscape Maintenance Services
- Blowing, Raking & Litter Pick-Up
- Irrigation Evaluations
- Chemical Services of Shrub Bed
- Chemical Services- Turf
- Seasonal Color Rotations
- Turf Painting
- Rye Overseeding & Fertilization
- Pine Straw Application - Non-colored Longleaf
- Palm Pruning

REFERENCES
HENDERSON BEACH RESORT

Project Name: Henderson Beach Resort | Destin, FL
Reference Contact: Kenny Walczak, 850.424.4501, kwalczak@hendersonbeachresort.com
Project Type/Description: Full Landscape Maintenance and Irrigation Monitoring Services
Annual Dollar Amount of Contract: ~ $175,000

RCI's scope of services provided includes the following:

- Full Landscape Maintenance Services such as mowing, string trimming, hard edging, soft edging, blowing, debris removal
- Chemical Services - Shrub Beds
- Chemical Services - Turf
- Rye Overseeding & Fertilization
- Irrigation Monitoring
- Seasonal Color & Chemical Package
- Pine Straw Application - Non-Colored Longleaf
- Palm Pruning
- Irrigation Monitoring

CURRENT CONTRACTS

Please see below for a sample list of some of our current maintenance contracts in which RCI is presently engaged.

ABITA AIRPORT
Abita Springs, Louisiana
2016 - Current

BAY COUNTY PARKS AND REC
Panama City Beach, Florida
2019 - Current
17 Locations

BIRMINGHAM CITY WALK PARK
Birmingham, Alabama
2022 - Current
9 Blocks

BIRMINGHAM GATEWAY
Birmingham, Alabama
2022 - Current
10 Sections

BIRMINGHAM-JEFFERSON CIVIC CENTER, CITY WALK, & PROTECTIVE STADIUM
Birmingham, Alabama
2021 - Current

CITY OF HAMMOND
Hammond, Louisiana
2019 - Current
10 Locations

CITY OF MANDEVILLE
Mandeville, Louisiana
2014 - Current
10 Locations

CITY OF PANAMA CITY BEACH
Panama City Beach, Florida 2020 - Current 11 Locations

CITY OF KATY
Katy, Texas
2023- Current

CITY OF MEMPHIS
Memphis, Tennessee
2014 - Current
400+ Locations

CITY OF PANAMA CITY BEACH
Panama City Beach, Florida
2020 - Current
11 Locations

CITY OF SLIDELL
Slidell, Louisiana
2009 - Current
3 Locations

COAST GUARD NEW ORLEANS
New Orleans, LA
2020 - Current

DFA CAPITAL BUILDINGS
Mississippi
2022 - Current
10 Locations

EAST JEFFERSON PARISH LEVEES
Louisiana
2020 - Current
3 Sections

EGLIN AIRFORCE BASE
Florida
2020 - Current
2 Locations

FBI L&B
Louisiana
2015 - Current

GRETNA CITY HALL
Gretna, Louisiana
2020 - Current

JACKSON BARRACKS
New Orleans, Louisiana
2022 - Current

CURRENT CONTRACTS (CONT.)

Please see below for a sample list of some of our current maintenance contracts in which RCI is presently engaged.

LADOTD ST. TAMMANY
Louisiana
2021 - Current

LAFAYETTE PUBLIC LIBRARIES
Lafayette, Louisiana
2021 - Current
5 Locations

MDOT
Mississippi
2019 - Current
9 Locations

MS GOVENOR'S MANSION
Mississippi
2021 - Current

MS MUSEUM OF NATURAL SCIENCE
Mississippi
2022 - Current

MS PORT AUTHORITY
Mississippi
2020 - Current

NEW ORLEANS CITY PARK
New Orleans, Louisiana
2021 - Current
15 Locations

NEW ORLEANS INTERNATIONAL AIRPORT
New Orleans, LA
2020 - Current

ORLEANS LEVEE OFFICE
New Orleans, Louisiana
2020 - Current

PANAMA CITY BEACH PARKS
Panama City Beach, Florida
2020 - Current
2 Locations

SE FLOOD PROTECTION AUTHORITY
New Orleans, Louisiana
2020 - Current
2 Locations

SHELBY COUNTY SHERIFF'S OFFICE
Memphis, Tennessee
2021 - Current
12 Locations

SHELBY FARMS PARK
Memphis, Tennessee
2016 - Current
28 Sections

SLIDELL AIRPORT
Slidell, LA
2009 - Current

ST. TAMMANY PARISH GOVERNMENT
St. Tammany, LA

TOM LEE PARK
Memphis, Tennessee
2021 - Current
2 Locations

TOWN OF SUMMERSDALE
Summerdale, Alabama
2022 - Current
20 Locations

WEST FELICIANA FIRE STATIONS
Louisiana
2020 - Current
8 Locations

WESTWAY PARK
Houston, Texas
2022 - Current

CURRENT CONTRACTS (CONT.)

Please see below for a sample list of some of our current maintenance contracts in which RCI is presently engaged.

BOOMTOWN CASINO
Biloxi, MS
2021 - Current

GRAND BOULEVARD TOWN CENTER
Destin, FL
2019 - Current

HARD ROCK HOTEL & CASINO
Biloxi, MS
2007 - Current

HENDERSON BEACH RESORT
Destin, FL
2021 - Current

ISLAND VIEW CASINO
Gulfport, MS
2008 - Current

L'AUBERGE BATON ROUGE
Baton Rouge, LA
2019 - Current

LSU ALUMNI CENTER
Baton Rouge, LA
2015 - Current

PALACE CASINO
Biloxi, MS
1997 - Current

RENAISSANCE HOTEL
Baton Rouge, LA
2018 - Current

TREASURE BAY CASINO
Biloxi, MS
2012 - Current

VILLAGE OF BAYTOWNE WHARF AND THE GRAND SANDESTIN
Destin, FL
2021 - Current

FINANCIAL STABILITY

Please see below for our most recent letter of financial stability.

LAPORTE
CPAs & BUSINESS ADVISORS

LaPorte, APAC
111 Veterans Blvd. | Suite 600
Metairie, LA 70005
504.835.5522 | Fax 504.835.5535
LaPorte.com

April 30, 2024

To Whom it May Concern:

This letter serves as a response to the demonstration of the financial stability of Rotolo Consultants, Inc. (RCI) in connection with any qualification submissions. LaPorte CPAs & Business Advisors (LaPorte) performed an audit of RCI Acquisition Sub, LLC's consolidated financial statements as of and for the year ended December 31, 2023.

Below are certain balances as presented in the audited consolidated balance sheet as of December 31, 2023:

Total assets	$81,957,581
Working capital	$2,799,710 (calculated as current assets less current liabilities)

Certain financial ratios as of December 31,2023 were as follows:

Current Ratio	1.1 (calculated as current assets divided by current liabilities)
Backlog to Working Capital	15.8 (calculated as backlog divided by working capital)

If you have any further questions, please do not hesitate to contact me at (504) 838-4854.

Sincerely,

Tracy Tufts

Tracy Tufts, CPA, CCIFP
Director, Audit and Assurance Services

PROOF OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/12/2023

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

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

PRODUCER
Cadence Insurance
4041 Essen Lane, Suite 400
Baton Rouge LA 70809

CONTACT NAME: Cheryl Ann Boudreaux
PHONE (A/C, No, Ext): 225-336-3245 FAX (A/C, No): 225-336-4536
E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Gray Insurance Company	36307
INSURER B : Great American E&S Ins. Co.	37532
INSURER C : Starstone Specialty Insurance Company	44776
INSURER D : Starr Surplus Lines Insurance Company	13604
INSURER E : XL Specialty Insurance Company	37885
INSURER F :	

INSURED
Rotolo Consultants, Inc.
38001 Brownsville Road
Slidell LA 70460

ROTOCOIN-01

COVERAGES CERTIFICATE NUMBER: 929730028 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			XSGL100091	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X CGI 00 01 04 13						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			XSAL100101	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A C	UMBRELLA LIAB X OCCUR			GXS100273 7089C023ALI	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY			XSWC100094	7/1/2023	7/1/2024	X PER STATUTE OTH-ER	LOUISIANA
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B D E	Cont&Site Pollution/Professional Leased/Rented Equipment Property			PCME56604803 UMD0159935MA23A UMD0159935MA23A	7/1/2023 7/1/2023 7/1/2023	7/1/2024 7/1/2024 7/1/2024	2,000,000 Per Occ $300,000 Per Item Catastrophe Limit	2,000,000 Agg $500,000 Per Occur $8,650,000

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

Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis in respects to General Liability (Additional Insured Form Includes Completed Operations), Automobile Liability and Excess policies when required by written contract or agreement with a Waiver of Subrogation granted in their favor in respects to General Liability, Automobile Liability, Worker's Compensation, and Excess policies when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder when required by written contract.

Auto Physical Damage is included on the auto policy referenced above with a $5,000 physical damage deductible.
See Attached...

CERTIFICATE HOLDER

MASTER CERTIFICATE
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
D Neal Chappuis

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PROOF OF INSURANCE (CONT.)

AGENCY CUSTOMER ID: ROTOCON-01

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	NAMED INSURED
Cadence Insurance	Rotolo Consultants, Inc. 38001 Brownsvillage Road Slidell LA 70460
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

SEE EXTRA PAGE FOR THE GRAY INSURANCE PROGRAM ENDORSEMENTS

Subject to policy terms, conditions and exclusions; 30 Day Notice of Cancellation shall be given in respects to General Liability, Auto Liability and Workers Compensation and Excess policies referenced above.

Blanket Alternate Employer is included on the Worker's Compensation policy when required by written contract or agreement.

WORKERS COMPENSATION COVERAGE FOR OTHER STATES:
FLORIDA
Applies Per Statue - Includes Waiver of Subrogation to certificate holder when required by written contract
Policy No: GWC100130
Carrier: The Gray Insurance Company
Policy Dates: 7/1/2023-7/1/2024
E.L. EACH ACCIDENT - $1,000,000
E.L. DISEASE - EA EMPLOYEE - $1,000,000
E.L. DISEASE - POLICY LIMIT - $1,000,000

ALABAMA, KANSAS, MISSISSIPPI, NEW MEXICO, OKLAHOMA, TENNESSEE, TEXAS
Applies Per Statue - Includes Waiver of Subrogation and 30 day Notice of Cancellation to certificate holder when required by written contract
Policy No: GWC100177
Carrier: The Gray Insurance Company
Policy Dates: 7/1/2023-7/1/2024
E.L. EACH ACCIDENT - $1,000,000
E.L. DISEASE - EA EMPLOYEE - $1,000,000
E.L. DISEASE - POLICY LIMIT - $1,000,000

Excess Policies are follow form in respects to General Liability, Auto Liability and Workers Compensation.

CRIME COVERAGE:
Policy No: SAAE4990590400
Carrier: Great American Insurance Company
Policy Dates: 7/1/2023-7/1/2024
EMPLOYEE DISHONESTY - $1,000,000 WITH $25,000 DEDUCTIBLE PER OCCURRENCE - INCLUDES THEFT OF CLIENT PROPERTY

LEASED/RENTED EQUIPMENT COVERAGE:
Limit: $300,000 per item/$500,000 per occurrence - $25,000 Deductible
Certificate Holder shown is loss payee with respect to leased/rented/borrowed equipment when required by written contract. Subject to policy terms and conditions, loss payee shall receive the amount the insured is obligated to pay for direct physical loss or damage to contractor's equipment by reason of their assumption of liability in a written contract or written agreement executed prior to the loss or damage for contractor's equipment that you lease or rent up to the maximum per item.

ACORD 101 (2008/01)

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JEREMY CARTER

REGIONAL VICE PRESIDENT OF MAINTENANCE
JCARTER@ROTOLOCONSULTANTS.COM

EXPERIENCE

Regional VP of Maint *Rotolo Consultants, Inc.* 2024 - Current	Responsibilities include: overseeing the management of the maintenance department, capital expenditures, financial management, and hiring of new personnel.
Division Manager *Rotolo Consultants, Inc.* 2021 - 2024	Responsibilities included: maintaining profitability within markets, customer retention and relationships, training and support for management team, assisting with sales and estimating, and project safety.
Regional Director of Maint *Landscape Associates* 2009-2021	Responsibilities included: overseeing branches in markets, leading management teams, obtaining new contracts, logistics, maintaining licenses, develop annual budgets, develop sales goals for each market, and oversee hiring of new personnel.
Sales Representative *Regal Chemical Company* 2008 - 2009	Responsibilities included: developing sales strategies, sales of fertilizer and turf grass chemicals, maintain expense reports and truck inventory, and client communications.
Account Manager *Landscape Associates* 2005 - 2009	Responsibilities included: quality control, meeting enhancement sales goals, point of contact for property managers, training supervisors and crewmen, maintaining portfolio of clients.

EDUCATION

University of Alabama 2015	Master of Science: Accounting
Auburn University 2003	Bachelor of Science: Horticulture

STEVEN PUGH

CORPORATE IRRIGATION MANAGER
SPUGH@ROTOLOCONSULTANTS.COM

EXPERIENCE

Corporate Irrigation Manager
Rotolo Consultants, Inc.
2020 - Present

Conservation Engineer
Global Irrigation Solutions
2020

Water Conservation Manager
Rain Bird Corp
2018 - 2020

Outside Sales
Texas Irrigation Supply Co
2012 - 2018

Owner
Summit Irrigation Inc
2007-2012

Outside Sales
Water Zone South JV
2002-2007

Regional Sales Manager
Weathermatic/Telsco Industries
2001-2002

Irrigation Manager
Gro-Tech Services
1994-2001

EDUCATION

Algebra
San Antonio Community College
2002

Irrigation & Soil Science
Houston Community College
1995

Business
Sam Houston State University
1990

LICENSES/CERTIFICATIONS

- CIT
- CID
- CLIA

RUSSELL HARRIS

CORPORATE HORTICULTURE MANAGER
RHARRIS@ROTOLOCONSULTANTS.COM

EXPERIENCE

Corporate Horticulturist *Rotolo Consultants, Inc.* 2021 - Current	Extension/County Agent of Horticulture Orleans Parish *LSU AgCenter* 2009 - 2012
Extension/County Agent of Ag & Natural Resources East Baton Rouge Parish *LSU AgCenter* 2020 - 2021	Research Associate *Dept of Entomology, LSU* 2004 - 2005
Refinery Operator *Phillips 66* 2019-2020	Research Assistant *Dept of Horticulture, LSU* 2001 - 2004
Operations Manager *Simpson Sod Turf Management* 2016 - 2017	Horticulturist *Baton Rouge Country Club* 1999 - 2001
Senior Horticulturist *Rotolo Consultants, Inc.* 2012 - 2016	Horticulturist Eastover Country Club 1998 - 1999

EDUCATION

Nunez Community College 2018	Associates in Process Technology
Louisiana State University 2004	Masters in Horticulture
Louisiana State University 1997	Bachelors in Horticultural Systems

LICENSES/CERTIFICATIONS

- Arborist No. 1971
- Landscape Horticulturist No. 1922
- Commercial Pesticide Applicator No. 49477
- OSHA 10 Hour Construction No. 13305598

EDDY FERNANDEZ

CORPORATE RISK MANAGEMENT & SAFETY DIRECTOR
EFERNANDEZ@ROTOLOCONSULTANTS.COM

EXPERIENCE

Risk Management & Corporate Safety Manager
Rotolo Consultants, Inc.
2020 - Current

Safety Manager
BOH Bros Construction Co, LLC
2007 - 2020

Instrument Technician
Textron Marine
2004 - 2007

Maintenance Technician
Kellog Brown & Root Inc
2004 - 2007

Crew Foreman
Chalmette Refinery
1990 - 2002

SAFETY CERTIFICATIONS

- OSHA 500 General Industry Outreach Train the Trainer Certify, West Virginia University. 10-30-2020
- OSHA 501 General Industry Train the Trainer Certify, West Virginia University. 9-9-2020
- The 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response. 6-22-2010
- HAZWOPER Train the Trainer Certify, West Virginia University. 6-25-2010
- 40 hours Safety Manager – Trainer Certification – Nat'l Assoc. of Safety Professionals 10-21-2008
- Safety Training Specialist, N.A.S.P. Atlanta, Georgia. 10-21-2008
- Permit Required Confined Space Entry Train The Trainer 5-22- 2009
- Excavation Safety Competent Person Training 11-27-2018
- Traffic Control Technician 1-9-2019
- Traffic Control Supervisor – 1-9-2019
- Red Cross Instructor in First Aid/CPR. 7-15-2009
- Emergency Medical Technician 6-30-2009
- DATIA Certified 6-1-2018
- Aerial Lift 7-28-2010
- Coast Gard Boaters Safety 5-24-2010
- Confined Space 12-19-2016
- First Aid/CPR 8-15-2017
- Crane Safety Supervision 9-26-2008
- Fall Protection 12-05-2017
- Fire-Watch Safety 12-19-2016
- Traffic Flagger Safety 7-21-2010
- Hazardous Communication 6-20-2008
- OSHA- 10 7-20-2011
- OSHA-30 6-27-2008
- Respirable Crystalline Silica 11-2-2017
- Designated Spotter 12-5-2017

EZEKIEL DAVIS
REGIONAL MANAGER, ORLANDO
EDAVIS@ROTOLOCONSULTANTS.COM

Skills and Abilities

Nineteen years of experience in the landscaping industry, seventeen years of management experience, ability to manage several markets at once.

Professional Experience

Regional Manager- Rotolo Consultants, Inc. 2013-Current
Responsibilities include: overseeing all maintenance operations in respective market, create schedules for area managers to execute with their crews, establish and maintain working relationships with clients, provide training for area managers and project managers within market, oversee all equipment and vehicles in inventory, schedule vehicle and equipment maintenance as needed.

Supervisor- Davis Landscaping 2003-2005
Responsibilities: oversaw services on projects all properties, assigned tasks to crew members, provided transportation for crews to sites being serviced

Education

Associate of Arts Degree 2002
Pearl River Community College
Birmingham, AL

John Neuber

Area Manager, Orlando

JNEUBER@ROTOLOCONSULTANTS.COM

Landscaping and Public Works Professional with 37 years of experience.

EDUCATION

- Industrial Engineering, University of Illinois at Chicago Circle Campus Suma cum Laude 4.0 1989

EXPERIENCE

- *Down to Earth* | Branch Manager | Tampa, FL | 2022-2024
- *Trimac Outdoor* | Branch Manager | Orlando, FL | April 2018-Sept. 2022
- *Carol King Landscaping* | Maintenance Ops Manager | Orlando, FL | 2016-2018
- *Esterline Construction and Landscape* | General Manager | Orlando, FL | 2012-2016
- *Lawn Pros Inc* | General Manager | Sergeant Bluff, IA | 2010-2012
- *Envirascape, Inc.* | Owner, Operations Manager | Illinois | 2006-2010
- *Clifford Miller Landscaping* | Ops Manager | Illinois | 2005-2006
- Visionscapes Inc. | Owner | 1992-2005

LICENSES/CERTIFICATIONS

- Florida Nursery, Growers, and Landscape Association (FNGLA) Certified

PROFESSIONAL SUMMARY

Dedicated management professional holding over 37 years of experience in the Landscaping and Public Works industry with a proven history of delivering the highest of quality services tailored to meet clients' needs on various projects. Recognized for clear communication processes between clients and vendors, effective leadership skills, and knowledgeable insight relevant to the industry.

Franklin Simmons

Regional Irrigation Manager

FSIMMONS@ROTOLOCONSULTANTS.COM

EXPERIENCE

- Herbafex Inc.- Irrigation technician, chemical applicator, and installation crew lead, April 2018-2022
  - Responsibilities include irrigation troubleshooting and repairs. Basic 2-5 zone irrigation design on residences. Turf diagnosis and chemical application both broadcast application in turf areas and targeted application in bed areas and over the top of shrubbery. Landscape maintenance in the form of light mowing duties, string-trimming, edging, trimming shrubbery, laying mulch or pine straw.
- Woerner Turf Agriculture - Sod harvester/machinery operator, July 2016-April 2018
  - Responsibilities included harvesting and palletizing slabs or rolls of sod. Mowing, spriging, and seeding turf areas. Limited turf diagnosis and chemical application.
- Accelerated Mechanical Service - Driver/Laborer, January 2016-August 2016
- G&R Marine Laborer Service LLC. - Paint and Sandblast laborer/2nd class paint and sandblaster, October 2014-October 2015
- Hall Cattle Co., cattle hand/property preservation, March 2011- January 2014

CERTIFICATIONS & LICENSES

- CIT, Certified Irrigation Tech
- CLIA, Certified Landscape Irrigation Auditor

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROTOLO, MICHAEL JOSEPH

ROTOLO CONSULTANTS, INC
38001 BROWNSVILLE RD
SLIDELL LA 70460

LICENSE NUMBER: CBC1262789

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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

Date	File No.	Expires
December 21, 2023	**LF346760**	**December 21, 2027**

THE **LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **December 21, 2027**

MARK ANTHONY WALLS
3824 QUAIL ST
PANAMA CITY BEACH , FL 32408-7474

WILTON SIMPSON, COMMISSIONER

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

MARK ANTHONY WALLS
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF346760

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **December 21, 2027**

WILTON SIMPSON
COMMISSIONER

Signature

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FRAZIER, MICHAEL LESLIE JR

ROTOLO CONSULTANTS, INC.
38001 BROWNSVILLAGE RD
SLIDELL LA 70460

LICENSE NUMBER: SCC131152320

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PETERS, MICHAEL GENE

38001 BROWNSVILLAGE RD
SLIDELL LA 70460

LICENSE NUMBER: LA6667481

EXPIRATION DATE: NOVEMBER 30, 2025

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ISSUED: 11/02/2023

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

LA6667481 ISSUED: 11/02/2023
REGISTERED LANDSCAPE ARCHITECT
PETERS, MICHAEL GENE

Signature
LICENSED UNDER CHAPTER 481, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2025

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER: LA6667481 **EXPIRATION DATE: NOVEMBER 30, 2025**

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PETERS, MICHAEL GENE
38001 BROWNSVILLAGE RD
SLIDELL LA 70460

ISSUED: 11/02/2023

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STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
September 6, 2023	JE319134	June 30, 2024

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 30, 2024**

AT

ROTOLO CONSULTANTS
PANAMA CITY BEACH, FL 32413

Regular

DAVID DOGGETT
ROTOLO CONSULTANTS
38001 BROWNSVILLAGE RD
SLIDELL, LA 70460

WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

DAVID DOGGETT
ROTOLO CONSULTANTS
ID CARD HOLDER

JE319134

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 30, 2024

WILTON SIMPSON
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/27/2023

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

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

PRODUCER
Cadence Insurance
4041 Essen Lane, Suite 400
Baton Rouge LA 70809

CONTACT NAME: Cheryl Ann Boudreaux
PHONE (A/C, No, Ext): 225-336-3245 FAX (A/C, No): 225-336-4536
E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gray Insurance Company	36307
INSURER B : Great American E&S Ins. Co.	37532
INSURER C : Starstone Specialty Insurance Company	44776
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rotolo Consultants, Inc.
38001 Brownsvillage Road
Slidell LA 70460

ROTOCON-01

COVERAGES **CERTIFICATE NUMBER:** 146347471 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			XSGL100091	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X CG 00 01 04 13						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			XSAL100101	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A C	UMBRELLA LIAB X OCCUR			GXS100273 70892O231ALI	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	GWC100307FL	7/1/2023	7/1/2024	X PER STATUTE OTH-ER	FLORIDA
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Cont&Site Pollution/Professional			PCME56604803	7/1/2023	7/1/2024	2,000,000 Per Occ	2,000,000 Agg

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

Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis in respects to General Liability (Additional Insured Form Includes Completed Operations), Automobile Liability and Excess policies when required by written contract or agreement with a Waiver of Subrogation granted in their favor in respects to General Liability, Automobile Liability, Worker's Compensation, and Excess policies when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder when required by written contract.

Auto Physical Damage is included on the auto policy referenced above with a $5,000 physical damage deductible.

See Attached...

CERTIFICATE HOLDER

MASTER CERTIFICATE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ROTOCON-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Cadence Insurance		Rotolo Consultants, Inc. 38001 Brownsvillage Road Slidell LA 70460
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Blanket Alternate Employer is included on the Worker's Compensation policy when required by written contract or agreement.

Excess Policies are follow form in respects to General Liability, Auto Liability and Workers Compensation.

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IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Louisiana
COUNTY OF St. Tammany Parish

Before me, the undersigned authority, appeared the affiant, Brian Rotolo, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of CFO for Rotolo Consultants, Inc. ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1 dated 6/7/2024

Addendum No._____ dated _____

Addendum No._____ dated _____

Addendum No._____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 7th day of June, 2024.

Proposer: Rotolo Consultants, Inc.
By: Brian Rotolo
Title: CFO

STATE OF LA
COUNTY OF St. Tammany

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 7th day of June, 2024, by Brian Rotolo of Rotolo Consultants Inc who is ☐ personally known to me or ☐ who has produced LA driver's license as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of ~~Florida~~ Louisiana
Print Name: Crystal Gravois
Commission No.: 066725
My Commission Expires: Until Life

CRYSTAL GRAVOIS - ID NO. 066725
NOTARY PUBLIC
COMMISSIONED FOR LIFE
ST TAMMANY PARISH, LA

V. PROPOSAL FORMS

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before June 12, 2024 at 11:00am (EST)

TO: Windward Community Development District

FROM: Rotolo Consultants, Inc.
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Windward Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, Brian Rotolo REPRESENTING Rotolo Consultants, Inc. Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/specifications at the following prices:

I.	**Contract Proposal Amount:** *(Please provide an average of all five years of pricing)*	$ 262,849.53
	Annual Total, Year 1:	$ 248,503.38
	Annual Total, Year 2:	$ 257,089.23
	Annual Total, Year 3:	$ 266,259.01
	Annual Total, Year 4:	$ 266,259.01
	Annual Total, Year 5:	$ 276,137.02

II. Proposer Information

NAME OF PROPOSER: Rotolo Consultants, Inc.

ADDRESS: 38001 Brownsvillage Rd., Slidell, LA 70460

PHONE: (985) 643 - 2427 FAX: (985) 643 - 2691

SIGNATURE:

PRINTED NAME: Brian Rotolo

TITLE: CFO

DATE: 6/7/2024

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Rotolo Consultants, Inc.

Street Address 38001 Brownsvillage Rd.

P. O. Box (if any) N/A

City Slidell State LA Zip Code 70460

Telephone (985) 643 - 2427 Fax no. (985) 643 - 2691

1st Contact Name Scott Brewer Title Corporate Strategy Manager

2nd Contact Name Ryan Rotolo Title Estimator

Parent Company Name (if any) N/A

Street Address N/A

P. O. Box (if any) N/A

City N/A State N/A Zip Code N/A

Telephone N/A Fax no. N/A

1st Contact Name N/A Title N/A

2nd Contact Name N/A Title N/A

- *Company Standing:*

Proposer's Corporate Form: Corporation
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Louisiana Date 12/04/1994

Is the Proposer in good standing with that State? Yes X No ___

If no, please explain N/A

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes X No ___

If no, please explain N/A

- *What are the Proposer's current insurance limits?*

General Liability	$ 3,000,000
Automobile Liability	$ 1,000,000
Workers Compensation	$ 1,000,000
Expiration Date	7/1/2024

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

FL Contractor's License

FL Pesticide Applicator's License

FL Fertilizer Applicator's License

FL Irrigation Controller License

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 1733 Benbow Court, Suite 1

P. O. Box (if any) N/A

City Apopka State FL Zip Code 32703

Telephone (689) 999 - 4782 Fax no. N/A

1st Contact Name Scott Brewer Title Corporate Strategy Manager

2nd Contact Name Willie Simms Title Area Manager

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

1 Supervisors, who will be onsite 3 days per week;
2 Technical personnel, who will be onsite 1 days per month; and
3 Laborers, who will be onsite 3 days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes X No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: David Doggett

Position / Certifications: Horticulture Manager / FL Pesticide Applicator's License

Duties / Responsibilities: Overseeing Horticultural Chemical Application

% of Time to Be Dedicated to This Project: 25 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Phase II

Contact: Jessie Burns Contact Phone: (321) 395 - 1590

Project Type/Description: Bed maintenance and mowing along interstate

Duties / Responsibilities: Horticultural chemical application to beds and turf

Dollar Amount of Contract: $460,712.61

Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation, horticultural application, mulch replacement

Dates Serviced: 2024 - Ongoing

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes* X *No* ___ *For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Enviro Tree Service

Street Address 3202 Phils Ln

P. O. Box (if any) N/A

City Apopka State FL Zip Code 32712

Telephone (407) 574 - 6140 Fax no. N/A

1st Contact Name Kyle Thornton Title Account Manager

2nd Contact Name N/A Title N/A

Proposed Duties / Responsibilities: Palm Pruning

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Phase II

Contact: Jessie Burns Contact Phone: 321 - 395 - 1590

Project Type/Description: Bed maintenance and mowing along interstate

Dollar Amount of Contract: $460,712.61

Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation, horticultural application, mulch replacement

Dates Serviced: 2024 - Ongoing

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:* Background checks performed on all employees, E-Verify and drug testing both required for condition of employment

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: Rotolo Consultants, Inc.

DATE: 6/7/2024

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Keith Rotolo	COB / Owner	General Oversight	Mandeville, LA
Michael Rotolo	President / COO	General Oversight	Covington, LA
Brian Rotolo	CFO	Financial Oversight	Mandeville, LA
Brandt Martin	COO of Maintenance	General Oversight of Maintenance	Ocean Spring, MS
FOR PARENT COMPANY (if applicable)			
N/A	N/A	N/A	N/A

SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Rotolo Consultants, Inc.

DATE: 6/7/2024

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Ezekiel Davis	Regional Manager	Onsite Representative/ Point of Contact	Orlando, FL	25%/1 day per month	10	20
Willie Simms	Project Manager	Operational Oversight	Orlando, FL	25%/1	2	20
Victor Lopez	Supervisor	Quality Control/Customer Satisfaction	Orlando, FL	25%/1	1	5

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Rotolo Consultants, Inc.

DATE: 6/7/2024

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
1	60" John Deere Zero Turn Mower	4	1733 Benbow Ct., Apopka, FL
1	72" John Deere Zero Turn Mower	4	1733 Benbow Ct., Apopka, FL
2	Stihl String Trimmer	4	1733 Benbow Ct., Apopka, FL
2	Stihl Edger	4	1733 Benbow Ct., Apopka, FL
2	Stihl Backpack Blower	4	1733 Benbow Ct., Apopka, FL
1	Ford F-250 Truck	4	1733 Benbow Ct., Apopka, FL
1	Izuzu Box Truck	4	1733 Benbow Ct., Apopka, FL
2	Z-Sprayer	4	1733 Benbow Ct., Apopka, FL

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
  Yes X *No* ___
  If yes, please provide the following information for each project (attach additional sheets if necessary):

  Project Name/Location: Panama City Beach

  Contact: Wyatt Rothwell Contact Phone: 850 - 233 - 5100

  Project Type/Description: Municipal common areas

  Dollar Amount of Contract: $232,339

  Scope of Services for Project: Mowing, detailing, bed maintenance, horticultural chemical applications, irrigation maintenance, mulch replacement, palm pruning

  Dates Serviced: 2020 - Current

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

  2023 = $120,001,620

  2022 = $101,516,449

  2021 = $86,003,862

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

  Project Name/Location: Camp Creek

  Contact: John Miller Contact Phone: 850 - 381 - 0537

  Project Type/Description: Common areas in residential community

  Dollar Amount of Contract: $65,557

  How was the project similar to this project? Contract consisted of common areas in a Florida residential community requiring split scopes for ponds and other turf areas as well as irrigation

  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, detailing, bed maintenance,

irrigation, mulch replacement, fertilization, weed control, insect control

List of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, spraying packs, small equipment

List of subcontractors used: Swift Pine Straw

Is this a current contract? Yes X No ___

Duration of contract: 2023 - Ongoing

- *(Information regarding similar projects – continued)*

Project Name/Location: Latitude Margaritaville

Contact: Hannah Bowyer Contact Phone: 850 - 499 - 0322

Project Type/Description: Common areas in residential community

Dollar Amount of Contract: $2,026,904

How was the project similar to this project? Contract consisted of common areas in a Florida residential community including irrigation maintenance

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, detailing, bed maintenance, multi trunk pruning, irrigation, mulch replacement, fertilization, weed control

List of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, spraying packs, small equipment

List of subcontractors used: Swift Pine Straw, Florida Select

Is this a current contract? Yes X No ___

Duration of contract: 2023 - Ongoing

- *(Information regarding similar projects – continued)*

Project Name/Location: Seaside

Contact: Angel Selvey Contact Phone: 850 - 231 - 1551

Project Type/Description: Common areas in residential community

Dollar Amount of Contract: $226,107

How was the project similar to this project? Contract consisted of common areas in a Florida residential community

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, detailing, bed maintenance, irrigation, mulch replacement, fertilization, weed control

List of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, spraying packs, small equipment

List of subcontractors used: N/A

Is this a current contract? Yes X No ___

Duration of contract: 2021 - Ongoing

- *(Information regarding similar projects – continued)*

Project Name/Location: Village of Baytowne Wharf

Contact: Alan Meyers Contact Phone: 850 - 259 - 3741

Project Type/Description: Common areas in residential community

Dollar Amount of Contract: $146,237

How was the project similar to this project? Contract consisted of common areas in a Florida residential community

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, detailing, bed maintenance, irrigation maintenance, horticultural chemical application, mulch replacement

List of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, spraying packs, small equipment

List of subcontractors used: N/A

Is this a current contract? Yes X No ___

Duration of contract: 2022 - Ongoing

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No X For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: N/A

Contact: N/A Contact Phone: N/A

Project Type/Description: N/A

Dollar Amount of Contract: N/A

Scope of Services for Project: N/A

Dates Serviced: N/A

Reason for Termination: N/A

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No X*

  If yes, please describe each violation, fine, and resolution N/A

  What is the Proposer's current worker compensation rating? 0.84

  Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No ___

  If yes, please describe each incident Record of incidents attached

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
  Yes ___ No X If yes, please provide:

  The names of the entities N/A

  The state(s) where barred or suspended N/A

  The period(s) of debarment or suspension N/A

  Also, please explain the basis for any bar or suspension:
  N/A

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

  N/A

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

  N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:*

  Identify the Case # and Tribunal: N/A

  Describe the Nature of the Action: N/A

  Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

  N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:*

  N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (X) If yes, please explain:*

  N/A

PROPOSAL FORM
PART IV - PRICING

***NOTE:** This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.*

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the "Pricing Form"). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

Windward Community Development District Landscape Fee Summary

Contractor: Rotolo Consultants, Inc.

Address: 38001 Brownsvillage Rd., Slidell, LA 70460

Phone: (985) 643 - 2427
Fax: (985) 643 - 2691
Contact: Scott Brewer
Email: sbrewer@rotoloconsultants.com

Property: Windward CDD

Address: 219 E. Livingston St.
Orlando, Florida, 32801
Phone:

Contact:
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A) - Mowing/Detailing	5,504	5,504	5,504	13,759	13,759	13,759	13,759	13,759	13,759	5,504	5,504	5,504	$115,579
TURF CARE (Component B) Bahia/St Augustine/Zoysia	371	761	5,882	683	495	2,309	371	371	495	5,535	816	371	$18,461
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching			301		589		580			437		301	$2,208
IRRIGATION MAINT. (Component D)	846	846	846	846	846	846	846	846	846	846	846	846	$10,147
ANNUAL CHANGES - (Component E.1) Per Annual Pricing: $6.10/plant	7,317 1,200			7,317 1,200			7,317 1,200			7,317 1,200			$29,267
BED DRESSING - Estimate mulch yds (Component E.2) Per Yard Pricing: $88.81/cy					17,940 Mulch Yds: 202						17,940 Mulch Yds: 202		$35,881
PALM TRIMMING 2x Per Year (Component E.3) *Per Palm Price: $46.67/pruning/palm* Palm counts: 396 palms		18,480						18,480					$36,960
TOTAL FEE PER MONTH:	$14,037	$25,591	$12,533	$22,605	$33,029	$16,914	$22,879	$33,456	$15,100	$19,636	$25,100	$7,021	$249,500
Bid Fee Schedule	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$20,709	$248,500

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$145,591
Extra Services Annual Changes, Palm Pruning, Mulch	$102,167
TOTAL	$248,500.00

Initials_____ _____

PROPOSAL FORM
SIGNATURE PAGE

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

Dated this 7th day of June, 2024.

Proposer: Rotolo Consultants, Inc.
By: Brian Rotolo
Title: CFO

STATE OF LA
COUNTY OF St. Tammany

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 7th day of June, 2024, by Brian Rotolo of Rotolo Consultants Inc who is ☐ personally known to me or ☒ who has produced LA driver's license as identification, and ☒ did or ☐ did not take the oath.

Notary Public, State of ~~Florida~~ Louisiana
Print Name: Crystal Gravois
Commission No.: 066725
My Commission Expires: Withlife

CRYSTAL GRAVOIS - ID NO. 066725
NOTARY PUBLIC
COMMISSIONED FOR LIFE
ST TAMMANY PARISH, LA

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: Rotolo Consultants, Inc.

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

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

N/A

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

Brian Rotolo, CFO

Signature of Authorized Signatory of Proposer

Sworn before me on 6/7, 2024

Notary Public Signature

CRYSTAL GRAVOIS - ID NO. 066725
NOTARY PUBLIC
COMMISSIONED FOR LIFE
ST TAMMANY PARISH, LA

Notary Stamp

Windward Community Development District

Addendum #1
Windward CDD RFP 2024
Landscape Maintenance Services

June 7, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

CLARIFICATIONS/QUESTIONS:

Q1: How many mow cycles should we propose for this bid?

A1: Propose 42 mow cycles.

Q2: II.6. Familiarity With the Project: In regards to the "as is" condition of acceptance, will a remediation priced as a one-time additional billable service be permitted if the conditions of the site are not up to the standard expected by the CDD? Who will be responsible for this remediation?

A2: A one time service proposal for elements that the proposer believes need immediate remediation can be provided by the proposer at any time. The expectation is that the proposers service over time will improve the site conditions to a satisfactory state. Fair consideration for current conditions and the time it takes to accomplish these changes will be considered.

Q3: Is the current condition of the site up to the standard expected by the CDD?

A3: No. The site has much needed improvement at this time.

Windward Community Development District

Q4: II.15.J: Will the certificate of insurance required Windward CDD to be listed as additional insured?

A4: Yes.

Q5: II.20. Mandatory and Permissive Requirements: The requirement that bidders attend the Mandatory Pre-Proposal Meeting conflicts with prior information that there is no mandatory pre-proposal meeting for this bid. Please confirm.

A5: There was no Pre-bid meeting therefore no mandatory attendance.

Q6: If the open site visit period serves as a mandatory pre-bid for this bid, please provide a list of bidders who have conducted site visits during this period.

A6: There was no mandatory pre-bid meeting of any kind. The information of what bidders provided proposals for the site for this RFP will be available after the bids are opened.

Q7: Windward CDD Landscape Fee Summary: Will per-application mulch amounts in square yards be required in the fields for which these applications will be performed (i.e. columns "May" and "Nov" in row "BED DRESSING – Estimate mulch yds")

A7: Mulch is to be proposed in cubic yards. Yes the fee summary requires bidders to propose how many yards will be used per application.

Q8: Windward CDD Landscape Fee Summary: Does the requested mulch yards estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A8: Cubic Yards.

Q9: Windward CDD Landscape Fee Summary: Palm pruning is listed as an "Extra Service" alongside annual changes and mulch, while previously only annual changes and mulch were to be considered extra services. Please verify that palm pruning will be considered an extra service not to be included in the base contract amount.

A9: Palm pruning is labeled under the "Extra Services". The contract can be written to include Extra services or not. That is at the board's discretion, but all bidders must include numbers for these services.

Q10: Scope of Services.Clarification.3: Do the yards of mulch provided in the CDD's estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A10: Cubic yards.

Q11: Scope of Services.Clarification.4: The CDD estimates 1200 annuals to be changed per rotation. However, in the Landscape Fee Summary, a note indicates that there are "None at this time". Please clarify these conflicting notes.

A11: "None at this time" is an error. The bid is for 1200 estimated annuals.

Windward Community Development District

Q12: Scope of Services.Clarification.5: How many bags are required to be stocked per dog station?

A12: The intent is that the stations remain stocked at all times. Each station has different levels of usage. The bidder will have to estimate bag quantity to stock each week during their service of the stations.

Q13: Scope of Services.Clarification.5: Are bag rolls or bag boxes preferred for dog stations? Which size for each?

A13: The final decision will be left up to the bidder as long as the stations are user friendly and remain stocked. Please review onsite stations for what is currently used.

Q14: Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.

A14: This is defined in the Staffing section under General Services- Component "A" of the scope.

Q15: Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated? Is there any other unirrigated turf on the site outside of pond areas and banks?

A15: All pond banks are unirrigated. There are some other unirrigated spaces. The vendor will need to perform a site review for clarification. Only pond banks pertain to the 32 times annual mow schedule.

Q16: Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".

A16: Focal = Relating to the center or main points of interest. This includes entry monuments, annual beds, etc.

Q17: Landscape Scope of Work.General Services.Detailing: "A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations." This conflicts with prior information stating that detailing will occur once every three weeks, or approximately 17 times per year. Please clarify these conflicting notes.

A17: The property should be divided into thirds and a portion done each week. This requires a visit each week for 52 weeks annually.

Windward Community Development District

Q18: Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.

A18: Please refer to the scope and any best recommended practices the bidder uses for these services. This is something that can change based on weather conditions or bloom cycles.

Q19: Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.

A19: Trash should be removed from all service areas when they are being serviced. At a base level that is whenever an area is mowed, and yes when an area is detailed every three weeks. Additional trash pickup may be required in some areas at management request.

Q20: Please provide a breakdown of St. Augustine, Bahia, and Zoysia turf areas.

A20: The service map provided should be used to generate the bid. Bidders are responsible to review the site and determine turf locations throughout the site. The CDD will not provide that information for this bid. The CDD does not have this information readily available.

Q21: Turf Care Program, Bahia – Where Applicable (Irrigated areas only): Please define irrigated areas as they pertain to Bahia turf. Will only irrigated Bahia receive chemical applications, or are irrigated areas synonymous with Bahia areas?

A21: Irrigated areas as they pertain to Bahia turf would be any Bahia turf area that received irrigation. Yes, only irrigated Bahia areas will receive chemical applications.

Q22: Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.

A22: None at this time.

Q23: Please provide an irrigation zone count.

A23: The CDD does not have a count of exact irrigation zone quantities. Bidders are expected to provide their best estimate based on a review of the property. An exact count of the zones is not necessary to provide a bid.

Q24: Irrigation Maintenance.Frequency of Service: Will material costs for all repairs, including those under $500, be considered an additional billable service beyond the hourly irrigation repair rate provided?

A24: Yes. Please refer to Component D for items included in the inspection and those that are extra billable services.

Q25: Please confirm that only areas outlined in pink on the provided map will be included under this bid.

A25: That is correct.

Windward Community Development District

Q26: Please provide current contract.

A26: The current contract is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking the current contract is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q27: Please provide previous bid tab.

A27: The previous bid tab is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking district records is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q28: Please provide the name of current service provider.

A28: The property is currently serviced by Juniper.

Q29: Do additional fee summary schedules need to be copied and filled for all 5 years of pricing?

A29: No. Please provide a fee summary for the first year and list the additional years inside the bid packet where allocated.

Q30: Is there a maximum allowable annual increase in pricing between years?

A30: No. There are no parameters or restrictions on increases. Of course any annual increases will be reviewed by the board and is subject to board approval

Windward Community Development District

Please sign and return with your bid packet. Attach this form to your bids.

NAME OF FIRM:

Rotolo Consultants, Inc.

SIGNATURE:

DATE: 6/7/2024

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	4	8	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
435	483
(K)	(L)

Injury and Illness Types

Total number of...

	(M)		
(1) Injury	13	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Rotolo Consultants, Inc. (RCI)

Street 38001 Brownsvillage Rd

City Slidell State LA Zip

Industry description (e.g., Manufacture of motor truck trailers)
Lawn Maintenance and construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 1 7 3

Employment information

Annual average number of employees 621

Total hours worked by all employees last year 1288652

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Angelina Halstead
Company executive

HR Director
Title

985-643-2427
Phone

1/30/2020
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	2	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
68	106
(K)	(L)

Injury and Illness Types

Total number of...

	(M)		
(1) Injury	3	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Rolclo Consultants, Inc. (RCI)

Street 38001 Brownsvillage Rd

City Slidell State LA Zip

Industry description (e.g., Manufacture of motor truck trailers)
Lawn Maintenance and construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 1 7 3

Employment information

Annual average number of employees 621

Total hours worked by all employees last year 1,123,521

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Angelina Halstead
Company executive

HR Director
Title

985-643-2427
Phone

1/30/2021
Date

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	2	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
79	230
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	3	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Rotolo Consultants Incorporated

Street: 38001 Browns Village Road

City: Slidell,Memphis,Foley,Biloxi,PCB,Destin State: LA,TN,AL,MS,FL Zip: 70460

Industry description (*e.g., Manufacture of motor truck trailers*)

Lawn Maintenance & Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

5 6 1 7 3

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 779

Total hours worked by all employees last year: 1,474,592.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Eddy Fernandez — Company Executive

Safety Director — Title

Phone (985)643-2427 Date 1-20-2022

Reset

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
180	35
(K)	(L)

Injury and Illness Types

Total number of...

	(M)		
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Rololo Consultants, Inc. (RCI)

Street 38001 Brownsvillage Rd

City Slidell,Memphis,Florida,Mississppi,Alabama,Texas State LA,TN,MS,AL,TX Zip 70460

Industry description (e.g., Manufacture of motor truck trailers)
Lawn Maintenance and construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 1 7 3

Employment information

Annual average number of employees 942

Total hours worked by all employees last year 1715053

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Eddy Fernandez
Company executive

Safety Director
Title

985-643-2427
Phone

1/25/2023
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
180	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Rotolo Consultants, Inc. (RCI)

Street 38001 Brownsvillage Rd

City Slidell,Memphis,Florida,Mississppi,Alabama,Texas State LA,TN,MS,AL,TX Zip 70460

Industry description (e.g., Manufacture of motor truck trailers)
Lawn Maintenance and construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 1 7 3

Employment information

Annual average number of employees 1033

Total hours worked by all employees last year 1,994,891

Sign here *Eddy Fernandez*

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Eddy Fernandez
Company executive

Safety Director
Title

985-643-2427
Phone

1/25/2024
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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

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

PRODUCER
Closson Insurance Agency, LLC
1201 S. Orlando Avenue
Suite 200
Winter Park FL 32789

CONTACT NAME: Christine McCrary
PHONE (A/C, No, Ext): (407) 898-2211 FAX (A/C, No): (407) 898-1850
E-MAIL ADDRESS: CMcCrary@ClossonInsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Southern-Owners Insurance Co	10190
INSURER B:	AUTO OWNERS INSURANCE COMPANY	18988
INSURER C:	FFVA Mutual Insurance Co.	10385
INSURER D:	Upland Specialty Insurance	16988
INSURER E:	Landmark American Insurance Company	33138
INSURER F:		

INSURED
Helping Hand Lawn Care LLC
PO Box 1704
Sorrento FL 32776-1704

COVERAGES

CERTIFICATE NUMBER: 7.11.23 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	72276187	07/11/2023	07/11/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	4927618700	07/11/2023	07/11/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							FL PIP Basic	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			4927618701	07/11/2023	07/11/2024	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC840-081578-2023A	07/11/2023	07/11/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D/E	Excess Auto Liability Excess Auto Liability			USXTL0396323 / LHA103499	07/11/2023	07/11/2024	Each Occurrence Aggregate $2MIL Excess of $2MIL	$2,000,000 $2,000,000 $2,000,000

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

The Greater Orlando Aviation Authority, the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens advisory committees of each), officers, agents and employees are hereby included as Additional Insureds. including products and completed operations on a primary and non-contributory basis as required by contract per attached policy forms. Blanket Additional Insured and Waiver of Subrogation applies to the Auto Liability per attached policy forms. A Blanket Waiver of Subrogation applies to the Workers Compensation as required by contract per attached policy form. The Umbrella policy is follow form to the underlying General Liability and Employers Liability only. The Upland Excess Liability policy is follow form to the underlying Auto Liability only. The Landmark policy is in Excess of the Upland Excess policy and is follow form to the underlying Auto Liability policy. General Liability Deductible/SIR = N/A. 30-Day Notice of Cancellation applies to General Liability,

CERTIFICATE HOLDER

Greater Orlando Aviation Authority - Purchasing CFID #409954
Purchasing Department
5855 Cargo Road
Orlando FL 32827-4399

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SECTION i.

Uniting partners through exceptional

landscape services

UNITED
Land Services

Winward Community Development District

UNITED
Land Services

Winward Community Development District

Proposal
For
Landscape & Irrigation Maintenance

June 6th, 2024

Pricing Valid for 90 Days Upon Receipt

UNITED
Land Services

June 6th, 2024

Winward Community Development District

c/o GMS

RE: Landscape Maintenance & Irrigation Proposal

Dear Clayton,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your *Community Road Map*™ because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*™ you will find the following sections:

- **Company History:** Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- **Agreement & Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Chris Marquess
Client Relations and Business Development
United Land Services
cmarquess@unitedlandservices.com

Table of Contents

- Company history, experience and services
- Exclusive Partners and References
- Key Management and Personnel
- Development Strategy
- Narritive and Operational Approach
- Reporting
- Certification
- Scope of Services
- Your Investment

UNITED
Land Services

Company History and Services

UNITED Land Services

Company History

Field Support Office

12276 San Jose Blvd
Jacksonville, FL 32223
(904) 829-9255

Total Number of Employees

1400+

Additional Areas Served

- Alabama
  - Montgomery
- Florida
  - Central Florida
  - Ocala
  - Ft. Peirce
  - Fernandina Beach
  - Tampa
  - Bradenton
  - Jacksonville,
  - Ft. Lauderdale
  - Panama City
  - West Palm
- North Carolina
  - Greensboro
  - Charlotte
  - Raleigh
- Georgia
  - Savannah
  - Atlanta

Our History

How It All Started

The Company was founded by Bob Blandford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 1400 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.

Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.

United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.

UNITED Land Services

Products & Services

We Are Your All-Inclusive Service Provider

Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.

Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.

Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.

Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.

Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.

Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.

Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.

Driveways & Entranceways

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.

UNITED Land Services

Irrigation Experts

Your Team of Certified & Licensed Specialists

Installation, Maintenance & Repairs

- **Installation -** At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.

- **Maintenance -** Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.

- **Improvements -** Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.

UNITED Land Services

Agronomics Program

Certified Pest Control Operators

Fertilization, Pest Control & Agronomy Management

- **Fertilization -** We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast

- **Pest Control -** United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.

- **Agronomy Management -** We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.

UNITED Land Services

Hurricane Preparedness

Plan of Action

Phase 1

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thorough- fares in common areas

Phase 2

- Assessment of total clean-up needed and associated total costs of Phases 1-3.
- Removal of any debris generated and stock- piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove "hangers",

UNITED Land Services

Prioritizing Safety

Minimizing Risks

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with Industry Safety Experts
- Personal Protection Equipment Requirements
- Ongoing MVR Tracking and Reporting
- Post Accident Drug Testing

Vehicle Safety

Minimizing Risks

ONBOARDING SAFETY TRAINING

Safety starts the moment a team member is hired with a comprehensive training on proper vehicle, equipment and operational training.. Our goal is to ensure the crew and public are safe from leaving the branch, parking the vehicle to driving through a community. United Land equips our fleet and crews with the proper attire, markers and equipment to redirect traffic in safe manner so a job can be completed safely.

SOFTWARE MONITORING SYSTEMS:

Along with visual inspection, there are software system United Land has established to ensure the safety of our team and the public.

- Our ongoing MVR tracking and reporting application to review driver eligibility using a point system.
- Our GPS Monitoring Program allows our safety and fleet team to monitor speed and

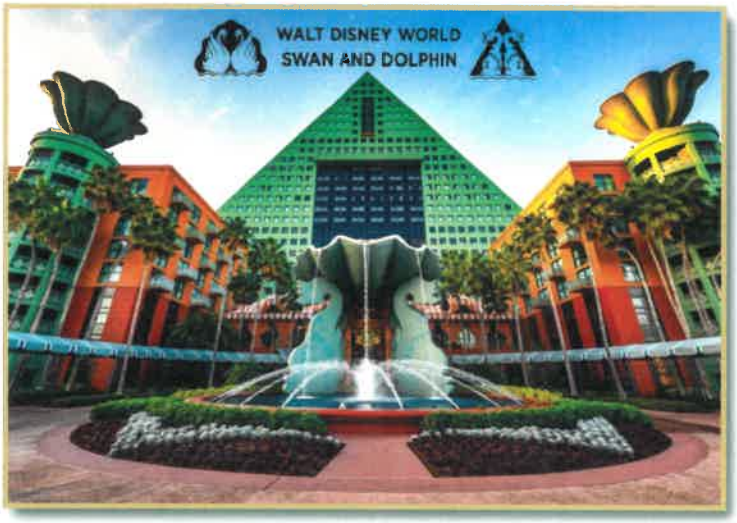
DAILY VEHICLE INSPECTION:

A daily vehicle inspection is completed each morning to identify items that could pose risk to our employees and the general public . This inspection is then completed again upon return to the branch to ensure each vehicle and trailer are safe while on the road.

Exclusive Partnerships

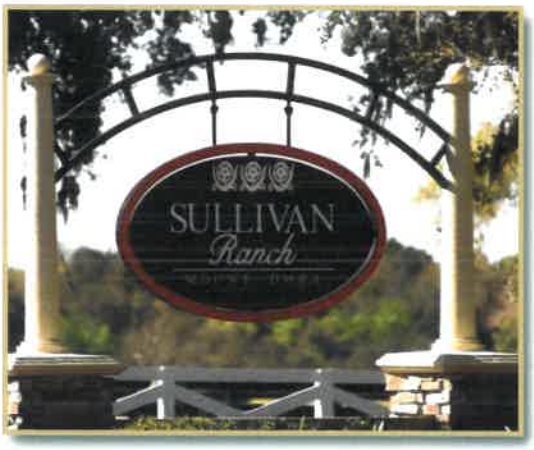
UNITED Land Services

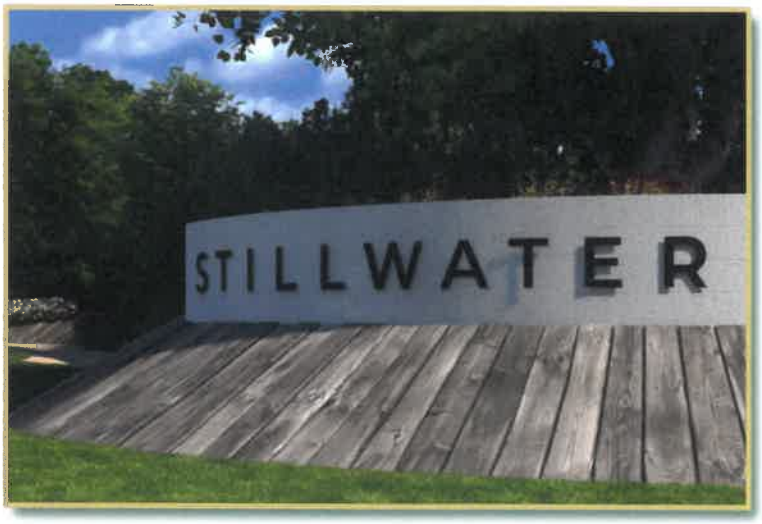
Exclusive Partnership



UNITED
Land Services

Exclusive Partnership





United Land Services References

Property: Country Club at Champions Gate

Name: Stephanie Taylor

Email: Stephanie.taylor@fsresidential.com

Address: 8977 Dove Valley Way Four Corners, Fl 33896

Service: Maintenance free community consisting of 995 homes servicing the landscape maintenance, irrigation and Agronomics.

Property: Bridgewater at Viera HOA

Name: Chris Parkhurst

Email: cparkhurst@lelandmanagement.com

Address: Great Belt Circle Melbourne, Fl 32940

Service: Landscape maintenance and irrigation for all common areas

Property: Town of Kindred

Name: Paul Almonte

Contact : palmonte@artemislifestyles.com

Address: 1508 Park Side Ave Kissimmee, FL 32738

Service: Landscape Maintenance, Irrigation and agronomics for all common areas

Name: Swan and Dolphin Resort at Walt Disney

Name: Eric Oprion—COO

Email: eopron@tishman.com

Service: Landscape maintenance and irrigation for all common areas

Property: Heathrow Master

Name: Deanna Simms—Asst. Division Manager

Email: dsimms@sentrymgt.com

Value: 550,000

Address: 995 Heathrow Blvd Heathrow, Florida 32746

Service: Landscape maintenance and irrigation for all common areas and roadways.

Property: Harmony West CDD and HOA

Name: Shelley Kaercher

Email: shelleykaercher@forestar.com

Address: 6756 Alder Rd, St Cloud, FL 34773

Service: Landscape maintenance, irrigation and agronomics irrigation for the CDD and HOA Clubhouse.

Property: Celebration CDD

Name: Angel Montagna

Email: Angel.Montagna@inframark.com

Address: 313 Campus Street Celebration, Fl 34747

Service: Landscape maintenance and irrigation for common area

CONDEV

April 23, 2024

To whom it may concern:

We are pleased to write this letter on behalf of the team at United Land Services. Our company has been working closely with United on several development projects both on the new landscape installation and maintenance fronts with great results.

United's responsiveness and attention to detail set them apart in the industry and have been a welcome addition to our development process. We now include United very early in the process when contemplating landscape design for new projects. We have found this very beneficial.

We highly recommend United Land Services when considering a dedicated landscape installation and maintenance team.

If we can provide any further information regarding our experience with United Land Services, please do not hesitate to contact us.

Regards,

CONDEV COMPANIES

Chris Gardner

Christopher J. Gardner
President

921 N. Pennsylvania Ave., Winter Park, Florida 32789 • O: (407) 679-1748 F: (407) 679-3120 CondevFL.com

INFRAMARK

210 N University Drive; Suite 702
Coral Springs, Florida 33071
954-603-0033

To whom it may concern,

April 18, 2024

I am writing to provide information on our working relationship on behalf of Inframark for United Land Services. Inframark has been working closely with United on several of our accounts, and we have consistently experienced their professionalism and exceptional responsiveness.

Whenever issues arise, United Land Services has shown great proficiency in handling them efficiently and effectively. Their prompt and thorough approach to problem-solving has been instrumental in maintaining the smooth operation of our projects.

Working with United Land Services has been a pleasure for the Inframark teams. Their commitment to delivering high-quality services and their dedication to customer satisfaction have greatly contributed to our successful partnership.

We highly recommend United Land Services for any future collaborations and can assure you that their expertise and professionalism will be a valuable asset to your organization.

Should you require any further information or have any specific inquiries, please do not hesitate to contact me.

Sincerely,

Angel Montagna
Vice President of District Services
Inframark

To Whom it May Concern:

I am writing to wholeheartedly recommend United Land Services for any landscaping projects you may be considering. As the Property Manager for Waterleigh Phase 4 Single Family & Townhome HOA's, I have had the pleasure of working closely with United Land Services on multiple occasions, and I can confidently attest to their exceptional professionalism, expertise, and commitment to excellence.

One example of their commitment to excellence is, when a homeowner called at 7AM on a non-maintenance day with a broken mail line, United's Team displayed remarkable efficiency and professionalism. Within just two hours of the call, they were onsite and swiftly completed the necessary repairs. Their prompt response not only prevented further damage but also minimized inconvenience for the homeowner. Such dedication and commitment to customer service are truly commendable and reflect positively on United's reputation.

Moreover, United Land Services consistently demonstrates a genuine passion for their craft, evident in every aspect of their work. Their dedication to customer satisfaction is unparalleled, and they go above and beyond to ensure that their clients' visions are not only realized but exceeded.

In addition to their technical skills the team at United Land Services is a pleasure to work with. They are approachable, responsive, and collaborative, making the entire process smooth from start to finish.

Based on my experiences, I have complete confidence in United Land Services' ability to deliver outstanding results on any landscaping project they undertake. Their professionalism, creativity, and commitment to excellence make them a truly exceptional partner.

If you have any further questions or require additional information, please do not hesitate to contact me. I am more than happy to provide any assistance I can.

I am certain that you will be as impressed with their work as I have been.

Sincerely,

Heather Burch, LCAM
Property Manager
Access Management
16150 Pebble Bluff Loop
Winter Garden, FL 34787
E: hburch@accessdifference.com P: 407-605-5588

Vestа

Vested in your community.

352.331.9988
5950 NW 1st Place
Suite 160
Gainesville, FL 32607
VestaPropertyServices.com

To Whom It May Concern:

I am pleased to offer the following comments regarding United Land Services. United Land Services is contracted to provide lawn and landscape services for the Longleaf Homeowners Association located in Gainesville, Florida.

Company services were initiated on January 1, 2024, and services continue to the present time. The transition to United Land Services from our former provider was better than anticipated. Such transitions may be a challenge however United Land Services' direct communications made the process easier.

United Land Services' management team continues to meet with the HOA Board President and myself monthly to ensure the proper delivery of landscape services as well as special projects. The company implemented an on-line work order system known as *issuetrak.* I am optimistic this work order system will provide direct communications between the company and HOA owners.

Please do not hesitate to contact me should you require additional information regarding United Land Services' performance.

Kind Regards,

Jessica Felver

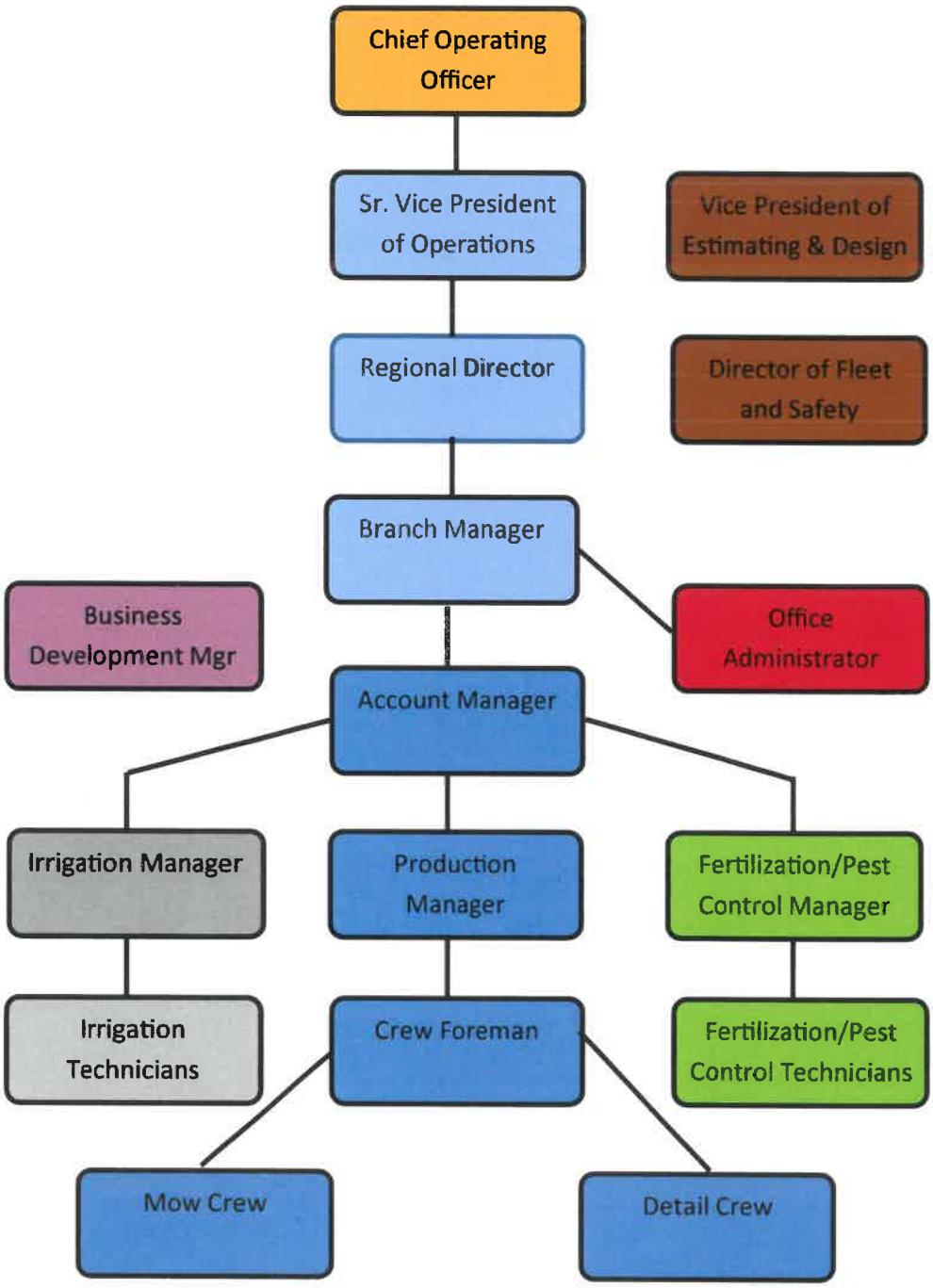
Jessica Felver
C.A.M.
Vesta Property Services
5950 NW 1st Place
Gainesville, FL 32607
352-331-9988
longleaf@vestapropertyservices.com

Key Management and Personnel

Personnel

Corporate Structure

United Land Services operates with a multi-layered accountability system, extending from our CEO to our crew members. This structure ensures robust support for our team and delivers top-notch service to our clients. By setting clear expectations, providing training, and fostering a culture of excellence, we empower each member to excel in their role, guaranteeing professionalism and quality in every interaction. Our commitment to accountability not only strengthens internal cohesion but also ensures that clients receive the utmost satisfaction in every project.



Personnel

Meet Your Leadership Team

United Land Services has diligently prioritized hiring top-quality staff members since 2002. This commitment ensures that we consistently deliver superior services and maintain open, effective communication channels with our clients. Our dedicated team remains the cornerstone of our success, driving excellence in every aspect of our operations.

Regional Vice President

-Jason Ackman

-Oversees all landscape maintenance and installation for the central Florida regions.

Regional Director

-Brett Perez

-Oversees all United Operations in the Region and Offers Assistance to Local Branches.

Branch Manager

-John Borland

-Leads all maintenance operation teams out of the Orlando South / Reunion Branch.

Account Manager

-Carlon Harrison

-Onsite Management for all crews and primary point of contact for the property.

Business Development Manger

-Chris Marquess

-Works with the district to ensure a smooth onboarding process and secured partnerships.

Director of Fleet and Safety

-Tom Enright

-Develops a comprehensive safety plan company wide. Provides capitol resources for all branches.

Bob Blandford

Chief Executive Officer

Bob Blandford leads our team as an accomplished executive with more than 25 years of experience in the landscape industry. Bob believes in our mission, our people, and our products as well as providing the best possible customer service. He is driven to do whatever it takes to be the best partner with the best company culture in the business.

Experience

2019 – Present
United Land Services – *Chief Executive Officer*

- Oversee executive leadership, public relations of the company and all company-related training
- Effectively manage a team of more than 450 employees in 8 different locations throughout the Southeast
- Develop and accomplish short-term goals and long-term objectives that further the company's growth

1998 - 2019
United Landscapes – *Owner*

At the age of 16, Bob Blandford started working for a commercial lawn maintenance company servicing customer such as Barnett Bank, TPC Sawgrass, and Jacksonville Golf and Country Club. In 1998, he went into business for himself, performing all facets of commercial construction and maintenance. Over the years, Bob built a company that now employs over 400 employees. They service customers such as HOA, CDD, commercial developers, and ten different national home builders. Bob Blandford also holds a Commercial Building Contractor's License and a Florida Irrigation License.

Licenses & Skills

- *Certified General Contractor*
- *Certified Pest Control Operator*
- *Certified Irrigation Contractor*
- *Certified Dealer In Agriculture*
- Leadership & Growth Mindset
- Business Strategy & Planning

Contact

12276 San Jose Blvd. Ste, 747
Jacksonville, FL 32223
904-829-9255
bblandford@unitedlandservices.com

Ray Leach

Chief Operating Officer

Ray Leach is the driving force behind the day-to-day operations. At United Land Services his role includes law and finances, strategic planning, analytical thinking, business development and operations management. His extensive knowledge in the landscape industry has made Ray a successful, demonstrated leader over his 30-year industry tenure.

Experience

2021 - Present
United Land Services – *Chief Operating Officer*

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Oversee expenses and budgeting to help the organization optimize costs and benefits

1994 - 2021
Southern Scapes – *President*

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

Licenses & Skills

- *Certified Irrigation Contractor*
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

Contact

12276 San Jose Blvd. Ste, 747
Jacksonville, FL 32223
904-829-9255
rleach@unitedlandservices.com
linkedin.com/in/ray-leach-8bb505174/

Donnie Cope

Vice President of Operations

UNITED Land Services

Accomplished and goal-driven Vice President with more than 7 years' experience in strategic and tactical business leadership. Expertise includes managing business process change to achieve maximum results with effective planning, organization and communication skills as well as a solutions-oriented approach to problem-solving.

Experience

2015 - Current
United Land Services – *VP of Operations*

- Establishes, implements, and communicates the strategic direction of the organizations operations division.
- Collaborates with executive leadership to develop and meet company goals while supplying expertise and guidance on operations projects and systems.
- Collaborates with other divisions and departments to carry out the organization's goals and objectives.
- Identifies, recommends, and implements new processes, technologies, and systems to improve and streamline organizational processes and use of resources and materials.
- Designed and manages Northeast Florida operations with a diverse staff of qualified project managers

2016 - 2020
Florida Turf Grass – *Owner*

- Sod sales, installation and grading services for Northeast Florida.

2014 - 2016
Outdoor Concepts – *Owner*

- Landscape design and construction services for Northeast Florida.

Education

2001 - 2003
A.A. Business Administration and Management
St. John's Community College

Licenses & Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

12276 San Jose Blvd. Ste, 747
Jacksonville, FL 32223
904-829-9255
dcope@unitedlandservices.com
linkedin.com/in/donnie-cope-69677b20/

Jason Ackman

Regional Vice President

UNITED Land Services

Jason has joined the ULS team as the Regional Vice President of Operations, bringing about 30 years of commercial landscape experience and knowledge to the team. Jason has held a variety of roles in the green industry from operations to owner which plays an integral part in the companies goal to continuously improve for our future and current clients. His expertise will prove as an asset as we continue to grow in commercial landscape industry.

Experience

2023 - Present
United Land Services – *Regional Vice President*

- Formulate best practices in the green industry with all branches
- Implement efficient policies and procedures
- Coordinate labor operations and find ways to ensure customer retention
- Evaluate risk and lead quality assurance efforts
- Develop and oversee budgets and PNL
- Drive an ever improving safety culture

2022-2023
Benchmark Landscaping – *President/ Owner*

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

2021-2022
Greenleaf Landscaping – *President*

- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

2017-2021
Vesteco Management – *President/Owner of Multifamily Management*

2015-2017
Yellowstone – *Area Field Director*

1996-2017
Ackman Brothers Landscape– *President/ Owner*

Licenses & Skills

- Leadership
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

Contact

407-435-9554
jackman@unitedlandservices.com

Brett Perez

Regional Manager of Maintenance

UNITED Land Services

Brett serves as our South Florida Regional Manager of maintenance. He has extensive knowledge in the green industry. Brett brings over 16 years of experience to the table. He takes pride in his attention to detail and customer service, a quality that he instills throughout his entire team. He strives to meet and exceed the needs of every customer, no matter how big or small.

Experience

2023 - Current
United Land Services – *Regional Manager*

- Achieving business goals and revenue targets.
- Overseeing daily operations, managing budgets, and setting performance objectives.
- Recruiting, training, and supporting branch managers
- Developing and implementing best practices in the green industry
- Planning, evaluating, and optimizing operations to be efficient and cost-effective.
- Dealing with escalated customer issues and incident reports.

2023- 2023
Benchmark Landscaping –*Chief Operating Officer*

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws

2021-2023
Inframark Management Services - *Area Field Director*

- Lead staff by communicating job expectations; planning, monitoring, and appraising job results;
- Design, develop, implement strategic site standards to address the Company's standards and client requirements.
- Instructing field crews on season specific work such as fall pruning, fertilizations, weed treatments, mulching, etc.

2015- 2021
Yellowstone Landscape -*Branch Manager*

2013-2015
Austin Outdoor -*Branch Manager*

2010-2012
Buckhorn Springs Golf and Country Club -*Golf Course Superintendent*

Education

B.S. of Science
Turf Science
University of Florida

Licenses & Skills

- Organization
- Problem solving
- Teamwork
- Leadership

Contact

813-784-1162
bperez@unitedlandservices.com

John Borland

Branch Manager

UNITED Land Services

John has been in the Green Industry for 33 years. He has an extensive background and experience in both landscape architecture and landscape management. John takes pride in his attention to detail and customer service, a quality that he instills throughout his entire branch. He strives to meet and exceed the needs of every customer, no matter how big or small.

Experience

2021 - Present
United Land Services – *Branch Manager*

- Planning, scheduling, and implementation of all landscape and enhancement operations throughout the branch.
- Quality control, safety, and routine training.
- Client relations and service

2020-2021
The Greenery - *Senior Branch Manager*

- Develops and maintains long-term relationships with customers oversee and coordinate all operations
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Responsible for setting objectives, managing policies and revenue growth

2018-2020
Sun State Nursery - *General Manager*

- Sustain and grow existing business
- Staff training and development of account managers and labor
- Improving quality and operating efficiencies.

2007-2018
Brightview (formally ValleyCrest) - *Branch Manager*

- Mentor account managers for growth and development
- Oversee team for efficient processes, safety, and metrics
- Responsible for growth of contracts, retention of clients and services to commercial clients

2000-2007
Green Heron Landscapes, Inc - *General Manager/ Vice President*

1990-2007
Clarence & David Company - *Branch Manager / Landscape Architect*

Education

1990
B.S. Landscape Architecture
Michigan State University

Licenses & Skills

- Creativity
- Leadership
- Organization
- Teamwork
- Strategic Planning
- Client Resolution

Contact

6386 Beth Road
Orlando, Fl 32824
904-855-5383
jborland@unitedlandservices.com

Carlon Harrison

Account Manager

Carlon serves as the primary contact for United Land Services clients in the Reunion area. He builds and sustains long-term relationships, focusing on both client retention and ancillary sales, while providing oversight for field operations. Carlon supervises the Production Manager, who directly manages all field operations. As a unified group, they are responsible for coaching and developing team members.

Experience

2008- Present
United Land Services (formerly Beacon – *Account Manager*

- Develops and maintains long-term relationships with customers
- Develops and maintains a schedule to perform "site walkthroughs" during formal meetings with customers to ensure quality and service expectations are met
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Proactively presenting site enhancement ideas to existing customers
- Participating in branch meetings and assist the Branch Manager or Assistant Branch Manager in overall leadership of branch

2007-2008
Brightview Landscape– *Irrigation Foreman*

- Perform Spring sprinkler/irrigation system start-ups, adjustments/tune-ups, and repairs
- Perform sprinkler/irrigation system, controller, pressure vacuum breaker, valve, component, copper/PVC/poly pipe, and sprinkler head repairs and upgrades throughout the course of the growing season
- Provide leadership and support to crew members.
- Maintain all equipment in good condition and all sprinkler/irrigation supply inventory at proper levels for optimal readiness

2003 - 2007
Gin Golf- *Irrigation Supervisor*

- Monitor irrigation install to insure quality specifications are met.
- Provide for the installation of irrigation in a safe, efficient manner.
- Seek new and innovative methods, procedures, and tools to improve efficiency and quality of irrigation.
- Supervises a crew of employees and prioritizes work.
- Document daily work performed and equipment/supplies utilized

Education

Computer Science
University of Colorado
A.S. of Science
Southwest Christian of Texas

Licenses & Skills

- Communication
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

407-750-0081
charrison@unitedlandservices.com

Josh Benton

Account Manager

UNITED Land Services

Josh serves as the primary contact for United Land Services clients in the Reunion area. He builds and sustains long-term relationships, focusing on both client retention and ancillary sales, while providing oversight for field operations. Josh supervises the Production Manager, who directly manages all field operations. As a unified group, they are responsible for coaching and developing team members.

Experience

2023- Present
United Land Services *Account Manager*

- Develops and maintains long-term relationships with customers
- Develops and maintains a schedule to perform "site walkthroughs" during formal meetings with customers to ensure quality and service expectations are met
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Proactively presenting site enhancement ideas to existing customers
- Participating in branch meetings and assist the Branch Manager or Assistant Branch Manager in overall leadership of branch

2021-2023
HTI Home Inspection Services– *Owner*

- Performing non-invasive visual inspections of residential homes.
- Providing detailed reports on issues located on a home's systems and their components.
- Performing insurance inspections for homeowners.
- Fielding customer calls to answer questions, schedule inspections and provide follow up.

2016 - 2020
Universal Orlando Resorts *Supervisor of Horticulture*

- Coached and mentored up to 16 team members through constructive feedback to develop long-term career goals.
- Administered safety compliance training through annual refreshers, hands on demonstrations and continuous monitoring to reduce I&I rates for the department.
- Purchased supplies and materials for installations or rehabilitations, ensuring guest areas look amazing at all times.
- Monitored equipment usage by team members for efficiency and safety, reporting issues when discovered and coaching team members when needed.

2012-2016
Universal Orlando Resorts - *Pest Control Technician*

201-2012
Massey Services - Pest Control Technician

Licenses & Skills

- Communication
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

904-6760026
jbenton@unitedlandservices.com

UNITED
Land Services

Development Strategy

UNITED Land Services

Phased Development Strategy

Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.

Premier Landscape Platform

A Reputation of Excellence

Full-Suite of Services

Experienced Management Team

Relationship-Oriented Service

Phased Development Strategy

Plan of Action

Phase 1 (Days 1-30)

- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.

UNITED Land Services

Phased Development Strategy

Plan of Action

Phase 2 & 3 (Days 31-90)

- Examine Phase 1 results and modify "Plan of Action" if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.

UNITED
Land Services

Narritive and Operational Approach

Narrative Approach to Scope of Services – Winward CDD

General Requirements

- ULS is prepared to acquire any and all necessary equipment if not already owned to fulfill the contract requirements.
- An Account Manager will be assigned to the account who will serve as the main point of contact for the District / Owner.
- Field employees will be dressed in ULS branded uniforms at all times. Field crew members are required to wear dark green uniform shirts and ULS branded hi-viz yellow safety vests along with work style boots.
- All ULS vehicles will be clearly marked with our logo.
- A code of conduct and employee handbook outlining policies is provided to employees at the time of hire. Employees are required to review the handbook and sign an acknowledgement form stating they agree to it's content.
- PPE is provided to employees, and required for use at all times. Safety protocols are at the direction of our Fleet & Safety Manager and implemented by our Branch, Account and Production Managers.
- Subcontractors & Consultants may be utilized for select services such as mulch installation, flower installation, palm pruning and agronomics. Those subcontractors will be expected to act as a representative of ULS at all times and adhere to contract requirements.

Reporting

- ULS agrees and is open to regular meetings onsite to review necessary items.
- A designated Account Manager will be assigned to the project to handle such coordination.
- Best efforts will be made to return calls and emails within a timely manner.
- All reports provided in RFP will be used along side ULS reporting

Operations & Maintenance

Schedule Of Services

- Staffing will be adequate to perform the tasks outlined in the Scope of Work for 52 visits
- Pricing includes a full time Irrigation Technician
- The property will be broken into sections
    - Mowing is to be completed in a weekly day schedule
    - The property will be broken into 4 equal sections to complete the detail on a monthly basis.
    - Maps outlining these areas will be provided to the crew and property management.

Turf Care

Mowing

United Land Services intends to approach the mowing of the current areas in this manner.

- Mowing frequencies will be completed per the Scope of Services, for a total of approximately 42 cuts for St. Augustine and around 42 cuts for Bahia
- Production maps will be provided to the crew outlining the areas to be mowed per the contract documents.

- The crew will be instructed on what size and type of mower to use based on site conditions and turf type. (72", 60" and 36")
- The proper sequence of mowing operations will be outlined prior to job start.
- Care will be taken when mowing on right of ways and roadways to insure safety to crew members and the general public.

Edging & Trimming

- ULS will edge all hard areas weekly and soft beds on an every other cut sequence.
- MOT precautions will be taken when required.
- Trimming / weedeating will be performed per specifications.

Weed & Disease Control

- ULS will make applications based on site conditions and Best Management Practices.

Fertilization

- Fertilization blends shall be determined based on-site conditions and turf needs
- Soil samples will be taken to ensure the proper fertilization formulas are used.
- ULS will make application decisions based on Best Management Practices.
- Fertilization as directed by Scope of Services 6x per year on St. Aug turf / 4x For Bahia
- Fertilization application will follow all state and city guidelines including black out periods.

Pest Control

- As part of ULS Agronomic program, will utilize an IPM approach and Best Management Practices to determine application requirements.
- Constant monitoring of turf is vital to insure desired results. ULS staff is trained to identify areas of concern and coordinate treatment as needed.

Shrub / Cord Grass & Groundcover Care

Pruning

- Crews will be provided a sectional detail map outlining the property boundaries. This map will evenly divide the property into four sections, each to be completed on a weekly basis.
- Crews will be directed to prune plants using Best Practices, specific to each plant type.
- Care will be taken not to remove buds or blooms on plants while flowering.
- All clippings will be removed after service.

Fertilization

- Fertilization blends shall be determined based on-site conditions and shrub needs.
- Blends will contain a complete bend of nutrients designed for ornamental shrubs.
- ULS will make application decisions based on Best Management Practices.
- Fertilization will follow scope of services 3x for shrubs

Pest & Disease Control

- As part of ULS Agronomic program, will utilize an IPM approach and Best Management Practices to determine application requirements.
- Constant monitoring of shrubs and ornamentals is vital to insure desired results. ULS staff is trained to identify areas of concern and coordinate treatment as needed.

Tree & Palm Trimming

- Trees will be maintained to a height of 8' over pedestrian walkways and 15' over roadways.
- Palm pruning to be completed 1x per year
- Fertilization will be done in conjunction with the ornamental shrub application.

Litter and Debris Removal

- Litter and Debris to be removed prior to mowing.
- All debris generated by maintenance services to be removed by ULS.

Weeding

- ULS will utilize chemical applications to maintain clean, and relatively weed free beds and mulched areas.
- ULS will follow all State & Federal requirements to make such applications. MSDS sheets will be made available.
- Best efforts will be made to keep areas with no mulch or groundcover present free from weeds, but no such guarantee can be made. Mulch and or dense groundcover is vital to weed free planting areas.

Irrigation

- Inspections will be completed on a monthly basis and an inspection sheet provided to the Owner thereafter.
- An initial audit report will be completed with in the first 30 days to access damages and deficiencies and reports will be presented to the Board of Supervisors/ District Manager
- ULS understands that all unreported maintenance deficiences, parts and labor after the 30 day period will be assumed by the contractor.

Palm Fertilization

- Palms to be fertilized 4x per year
- Fertilization will follow all state and city guidelines abiding by all blackout guidelines
- OTC injections will be complete 4x per year for all specialty palms

Response Time

- ULS will provide a dedicated Account Manager that will serve as the main point of contact for the Owner.
- ULS will make best efforts to strictly adhere to all response time expectations.

ULS operations team will conduct all audits of the community with reports, pictures and detailed explanations in the first 30 days to the district manager and Board of Supervisors.

OFFICERS

PROPOSER: Florida ULS Operating, LLC DBA United Land Services, LLC

DATE: 5.29.24

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Bob Blandford	CEO / Title President	Oversees entire company	Jacksonville, Fl
Jason Lamb	CFO / Title Treasurer	Oversees all financial for company	Jacksonville , Fl
David Raymond Leach, JR	COO	Oversees all operations for company	Jacksonville, FL
Tatiana Kurtiyakova	VP Accounting/ Registered Agent	Oversees AP/AR Departments	Jacksonville, FL
FOR PARENT COMPANY (if applicable)			
Bob Blandford	CEO / Title President	Oversees entire company	Jacksonville, Fl
Jason Lamb	CFO / Title Treasurer	Oversees all financial for company	Jacksonville , Fl
David Raymond Leach, JR	COO	Oversees all operations for company	Jacksonville, FL
Tatiana Kurtiyakova	VP Accounting/ Registered Agent	Oversees AP/AR Departments	Jacksonville, FL

SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Florida ULS Operating, LLC dba United Land Services, LLC

DATE: 5.29.24

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Donnie Cope	VP	oversees operations	Jacksonville, Fl	10%/ Quarterly	3 years	10 Years
Jason Ackman	Regional VP	overs sees regional operations for North Florida	Orlando, FL	20%/ 1 day a month	7 year	27 years
Brett Perez	Regional MGR	oversees maintenance operations for Orlando	Orlando, FL	30%/ 1 day bi weekly	5 years	14 years
John Borland	Branch Manager	Oversees Branch Operations	Orlando, FL	40% / 1 day a week	2 years	10 years
Josh Benton	Account Manager	Oversees crew on property	Orlando, Fl	65% / 2 days a week	3 years	15 years

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Florida ULS Operating, LLC DBA United Land Services DATE: 5.29.24

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
1	36" Mowers	4	Orlando, FL
1	60" mower	4	Orlando, FL
1	72" mowers	4	Orlando, FL
4	Stihl Weedeater	4	Orlando, FL
2	Stihl Edger	4	Orlando, FL
4	Backpack Blower	4	Orlando, FL
1	Irrigation Van	4	Orlando, FL
1	Spray Truck with z sprayer	4	Orlando, FL
1	Fleet Chevrolet Truck	4	Orlando, FL

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?* *Yes* X *No* ___ *If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: Town of Kindred CDD 1 & 2

Contact: Paul Almonte Contact Phone: palmonte@artemislifestyles.com

Project Type/Description: Landscape Maintenance and Irrigation for CDD

Dollar Amount of Contract: 850,000

Scope of Services for Project: landscape maintenance consisting of mowing, blowing, edging , detailing of the entire common area. Fertilization and irrigation

Dates Serviced: 2022- present

Please see the references section of the proposal.

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2023 = $242 million

2022 = $ 153 million

2021 = $88 million

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: Easton Park CDD

Contact: Mark Vega Contact Phone: 813-991-1140

Project Type/Description: CDD Landscape Maintenance

Dollar Amount of Contract: 155,000

How was the project similar to this project? Landscape maintenance, agronomics and irrigation for the common areas of the CDD

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, blowing, weedeating, edging, detailing, fertilization of turf, palms and shrubs, trimming and pruning, irrigation checks and repairs

List of equipment used on site: mowers, 2 cycles , trimmers, edgers , back back blowers, irrigation van, agronomics sprayer

List of subcontractors used: none

Is this a current contract? Yes x No ___

Duration of contract: 2023-current

- *(Information regarding similar projects – continued)*

Project Name/Location: Harmony West CDD

Contact: Shelley Kaercher Contact Phone: shelleykaercher@forestar.com

Project Type/Description: CDD Landscape Maintenance

Dollar Amount of Contract: 500,000

How was the project similar to this project?

Landscape Maintenance, Irrigation and agronomics for the CDD, HOA and Clubhouse.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Mowing, blowing, weedeating, edging, detailing, fertilization of turf, palms and shrubs, trimming and pruning, irrigation checks and repairs

List of equipment used on site: mowers, edgers, blowers, trimmers, irrigation van, agronomics sprayer

List of subcontractors used:

n/a

Is this a current contract? Yes x No ___

Duration of contract: 2002- current

- *(Information regarding similar projects – continued)*

Project Name/Location: Celebration CDD

Contact: Angela Montagna Contact Phone: 727-638-0268

Project Type/Description: Landscape Maintenance CDD

Dollar Amount of Contract: 1.2 million

How was the project similar to this project? CDD landscape maintenance, irrigation maintenance agronomics program for high-traffic community. Requires attention to detail, proactive communication. Irrigation repairs, enhancement concepts, mulch and annual installation, palm pruning.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, blowing, weedeating, edging, detailing, fertilization of turf, palms and shrubs, trimming and pruning, irrigation checks and repairs

List of equipment used on site: mowers, edgers, blowers, trimmers, irrigation van, agronomics sprayer.

List of subcontractors used: n/a

Is this a current contract? Yes x No ___

Duration of contract: 2023 - present

- *(Information regarding similar projects – continued)*

Project Name/Location: Country Club at Champions Gate

Contact: Kristina Inkrott Contact Phone: 407-619-6936

Project Type/Description: Full Service HOA Common area and Single Family Homes

Dollar Amount of Contract: 1.4 million

How was the project similar to this project? landscape maintenance , agronomics and irrigation for all common areas consisting of St. Augustine and Bahia. Detailing of common area and homes for entire community.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): mowing, blowing, edging, trimming, detailing, pruning, agronomics, irrigation, mulching, annuals, enhancements

List of equipment used on site: 48", 60" and 72" mowers, edgers, trimmers, back back blowers, Irrigation van , boom sprayer , agronomics sprayer, trucks and trailers

List of subcontractors used: none

Is this a current contract? Yes X No ___

Duration of contract: 2022 - present

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes __X__ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: Luxe 1820 Brandon

Contact: Tristan Cabrera Contact Phone: email: Tcabrera@alapts.com

Project Type/Description: High-end Apartment Complex

Dollar Amount of Contract: $65,000

Scope of Services for Project: landscape and irrigation maintenance. Fertilization and pest control program. Mulch, Palm Pruning, Annual Installation.

Dates Serviced: May 2021- May 2024

Reason for Termination: Property wanted to decrease budget, competitor undercut proposed budget.

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No _X_*

  If yes, please describe each violation, fine, and resolution _____

  _____

  What is the Proposer's current worker compensation rating? ___.79_____

  Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes _X_ No ___

  If yes, please describe each incident __2024- 1. Employee suffered back injury during tree removal.

  _2023- 1. Employee suffered groin injury due to lifting. 2. Employee suffered back injury unloading sod.

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
  Yes ___ No _X_ If yes, please provide:

  The names of the entities _____

  The state(s) where barred or suspended _____

  The period(s) of debarment or suspension _____

  Also, please explain the basis for any bar or suspension:

  _____

  _____

  _____

  _____

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

  n/a

  _____

  _____

  _____

  _____

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

  n/a

Financial Reporting Deck

For the Period Ended February 29, 2024

United Land Services
Consolidated Income Statement - Pro-Forma
United Land Services
For the Period Ended February 29, 2024

	Current Month					Year to Date					Trailing Twelve Months		
	2/29/2024 Actual	2/29/2024 Budget	2/28/2023 Prior	Variance F/(U) Budget	Variance F/(U) Prior	2/29/2024 Actual	2/29/2024 Budget	2/28/2023 Prior	Variance F/(U) Budget	Variance F/(U) Prior	2/29/2024 Actual	2/28/2023 Prior	Var F/(U) Prior
Net Revenue	**19,351**	**18,135**	**19,485**	**1,216**	**(134)**	**37,758**	**36,248**	**37,523**	**1,510**	**236**	**226,616**	**167,380**	**59,237**
% Net Sales to Gross Revenue	*100.0%*	*100.0%*	*100.0%*			*100.0%*	*100.0%*	*100.0%*			*99.8%*	*100.2%*	*35.4%*
Direct Labor	3,918	4,189	3,429	271	(489)	7,568	8,335	6,797	767	(772)	51,776	33,925	(17,852)
Direct Subcontractor Costs	2,031	1,205	1,893	(826)	(138)	3,957	2,415	3,951	(1,542)	(6)	23,550	19,219	(4,332)
Direct Material	5,924	5,578	6,858	(346)	934	11,396	11,230	13,282	(166)	1,886	69,675	61,214	(8,460)
Other Direct Costs	232	162	134	(70)	(98)	462	322	294	(140)	(168)	2,522	1,466	(1,056)
Total COGS	**12,105**	**11,134**	**12,314**	**(971)**	**209**	**23,384**	**22,303**	**24,323**	**(1,081)**	**940**	**147,523**	**115,824**	**(31,699)**
Direct Margin	**7,246**	**7,000**	**7,171**	**246**	**75**	**14,375**	**13,946**	**13,199**	**429**	**1,175**	**79,094**	**51,556**	**27,538**
% Direct Margin to Sales	*37.4%*	*38.6%*	*36.8%*		*0.64%*	*38.1%*	*38.5%*	*35.2%*			*34.9%*	*30.8%*	
Indirect Labor	1,226	1,310	843	84	(383)	2,769	2,879	1,648	110	(1,121)	15,503	8,588	(6,915)
Vehicle & Equipment	1,415	1,249	1,031	(166)	(384)	2,650	2,493	2,114	(158)	(537)	15,135	11,237	(3,898)
COGS Depreciation	710	863	496	153	(214)	1,607	1,726	881	119	(726)	8,677	4,059	(4,618)
Other Indirect Costs	103	101	70	(2)	(33)	201	198	202	(3)	1	849	1,253	404
Total Indirect COGS	**3,453**	**3,523**	**2,440**	**70**	**(1,013)**	**7,227**	**7,296**	**4,844**	**69**	**(2,383)**	**40,163**	**25,137**	**(15,026)**
Gross Profit	**3,793**	**3,477**	**4,731**	**316**	**(938)**	**7,148**	**6,650**	**8,355**	**498**	**(1,207)**	**38,930**	**26,419**	**12,511**
% Gross Profit to Sales	*19.6%*	*19.2%*	*24.3%*			*18.9%*	*18.3%*	*22.3%*			*17.2%*	*15.8%*	
Selling Expenses	221	182	123	(39)	(98)	408	377	244	(31)	(164)	2,524	1,408	(1,116)
Administrative Salaries	1,236	1,127	1,127	(109)	(110)	2,569	2,356	2,360	(213)	(209)	14,859	7,872	(6,987)
Rent	225	194	164	(31)	(60)	444	388	329	(56)	(115)	2,256	1,187	(1,070)
Professional Fees	40	38	19	(2)	(21)	82	76	34	(6)	(48)	272	229	(43)
Technology Expenses	66	62	62	(5)	(5)	132	123	112	(9)	(20)	825	439	(386)
Other G&A	342	322	553	(21)	211	683	645	1,009	(38)	326	4,781	3,167	(1,614)
SG&A Depreciation	51	43	39	(8)	(12)	102	85	74	(17)	(28)	531	374	(158)
Regional Allocation	-	-	129	-	129	-	-	221	-	221	137	221	84
Total SG&A	**2,181**	**1,967**	**2,216**	**(214)**	**35**	**4,420**	**4,051**	**4,383**	**(369)**	**(37)**	**26,184**	**14,896**	**(11,289)**
% SG&A to Sales	*11.3%*	*10.8%*	*11.4%*			*11.7%*	*11.2%*	*11.7%*			*11.6%*	*8.9%*	
Operating Income	**1,612**	**1,510**	**2,516**	**102**	**(904)**	**2,728**	**2,599**	**3,972**	**129**	**(1,244)**	**12,746**	**11,523**	**1,223**
% Operating Income to Sales	*8.3%*	*8.3%*	*12.9%*			*7.2%*	*7.2%*	*10.6%*			*5.6%*	*6.9%*	
Amortization	729	466	356	(263)	(373)	1,430	932	690	(498)	(740)	6,915	3,890	(3,025)
Interest	1,320	768	569	(552)	(750)	2,644	1,536	1,149	(1,108)	(1,495)	12,687	4,782	(7,905)
Non-Op (Income)/Expense	6	(0)	(6)	(7)	(12)	59	(0)	(12)	(59)	(71)	(312)	32	344
Non-Recurring	182	36	181	(147)	(2)	542	71	1,072	(470)	530	8,643	4,316	(4,327)
Mgt/BOD Fees	67	67	50	0	(17)	133	133	100	0	(33)	700	600	(100)
Tax Expense	-	23	-	23	-	-	46	-	46	-	143	5	(137)
Net Income	**(892)**	**151**	**1,365**	**(843)**	**(2,058)**	**(2,080)**	**(120)**	**973**	**(1,960)**	**(3,054)**	**(16,031)**	**(2,102)**	**(13,928)**
% Net Income to Sales	*-3.6%*	*0.8%*	*7.0%*			*-5.5%*	*-0.3%*	*2.6%*			*-7.1%*	*-1.3%*	
Depreciation	761	906	534	145	(226)	1,709	1,811	955	103	(754)	9,208	4,432	(4,775)
Amortization	729	466	356	(263)	(373)	1,430	932	690	(498)	(740)	6,915	3,890	(3,025)
Interest	1,320	768	569	(552)	(750)	2,644	1,536	1,149	(1,108)	(1,495)	12,687	4,782	(7,905)
Taxes	-	23	-	23	-	-	46	-	46	-	143	5	(137)
EBITDA	**2,117**	**2,313**	**2,825**	**(196)**	**(708)**	**3,702**	**4,205**	**3,767**	**(503)**	**(65)**	**12,922**	**11,007**	**1,914**
% EBITDA to Sales	*10.9%*	*12.8%*	*14.5%*			*9.8%*	*11.6%*	*10.0%*			*5.7%*	*6.6%*	
Mgt/BOD Fees	67	67	50	0	(17)	133	133	100	0	(33)	700	600	(100)
Pro-forma Adjustment	-				-	-	-			-	-		-
Other Non-Recurring	182	36	181	(147)	(2)	542	71	1,072	(470)	530	8,643	4,316	(4,327)
Adjusted EBITDA	**2,366**	**2,416**	**3,056**	**(49)**	**(690)**	**4,377**	**4,410**	**4,939**	**(33)**	**(562)**	**22,265**	**15,924**	**6,341**
% Adjusted EBITDA to Sales	*12.2%*	*13.3%*	*15.7%*			*11.6%*	*12.2%*	*13.2%*			*9.8%*	*9.5%*	

United Land Services
Consolidated Balance Sheets
For the Period Ended February 29, 2024
Amounts in $000's

	2/29/2024	2/28/2023	12/31/2022	CME v PYCME	CME V PYE
	Actual	Actual	Actual	Actual	Actual
Assets					
Cash & Equivalents	2,065	6,357	5,025	(4,292)	(2,960)
Net Receivables	35,602	27,206	22,311	8,395	13,291
Inventory	2,763	1,246	979	1,516	1,784
Prepaid Expenses	1,010	717	996	293	14
Other	3,002	2,397	2,041	605	961
Total Current Assets	44,441	37,924	31,351	6,518	13,090
Fixed Assets	53,474	29,552	24,030	23,922	29,444
Accumulated Depreciation	(8,648)	(4,374)	(3,494)	(4,274)	(5,155)
Net Fixed Assets	44,825	25,178	20,536	19,648	24,289
Assets Under Construction	-	-	-	-	-
Deferred Taxes	2,094	2,094	2,094	0	0
Loan Origination Fees	-	-	-	-	-
Net Intangibles	62,178	28,659	27,059	33,518	35,119
Related Party Receivable	0	0	(8)	(0)	8
Other Long Term Assets	693	371	359	322	334
Total Assets	**154,232**	**94,226**	**81,391**	**60,005**	**72,841**
Liabilities					
Accounts Payable	11,386	11,857	10,202	(471)	1,184
Accrued Interest	-	-	-	-	-
Related Party payable	-	-	-	-	-
Other Current Liabilities	10,186	4,318	3,174	5,869	7,012
Total Current Liabilities	21,572	16,174	13,376	5,398	8,196
Debt					
Long Term Notes Payable-Twinbrook	103,614	48,233	39,483	55,381	64,131
Deferred Financing Costs	(2,529)	(1,819)	(1,917)	(710)	(612)
Long Term Notes Payable-John Deere	3,149	601	636	2,548	2,513
Revolver	5,500	2,000	2,000	3,500	3,500
Capital Lease	11,437	7,115	6,527	4,322	4,910
Operating Lease	5,970	2,597	2,597	3,373	3,373
Sellers Note	979	1,125	250	(146)	729
Pre-Acquisition Debt	-	-	-	-	-
Total Debt	128,120	59,853	49,577	68,267	78,544
Other Long Term Liabilities	2,392	2,392	2,392	-	-
Total Liabilities	**152,084**	**78,419**	**65,345**	**73,665**	**86,740**
Equity					
Capital Stock	36,460	31,650	31,200	4,810	5,260
Retained Earnings	(34,312)	(15,842)	(15,153)	(18,470)	(19,159)
Total Equity	2,148	15,808	16,046	(13,660)	(13,899)
Total Liabilities and Shareholder's Equity	**154,232**	**94,226**	**81,391**	**60,005**	**72,841**
	-	-	-		

United Land Services
Consolidated Income Statement - Pro-Forma
United Land Services
For the Period Ended February 29, 2024

	Current Month					Year to Date					Trailing Twelve Months		
	2/29/2024 Actual	2/29/2024 Budget	2/28/2023 Prior	Variance F/(U) Budget	Variance F/(U) Prior	2/29/2024 Actual	2/29/2024 Budget	2/28/2023 Prior	Variance F/(U) Budget	Variance F/(U) Prior	2/29/2024 Actual	2/28/2023 Prior	Var F/(U) Prior
Net Revenue	**19,351**	**18,135**	**19,485**	**1,216**	**(134)**	**37,758**	**36,248**	**37,523**	**1,510**	**236**	**226,616**	**167,380**	**59,237**
% Net Sales to Gross Revenue	*100.0%*	*100.0%*	*100.0%*			*100.0%*	*100.0%*	*100.0%*			*99.8%*	*100.2%*	*35.4%*
Direct Labor	3,918	4,189	3,429	271	(489)	7,568	8,335	6,797	767	(772)	51,776	33,925	(17,852)
Direct Subcontractor Costs	2,031	1,205	1,893	(826)	(138)	3,957	2,415	3,951	(1,542)	(6)	23,550	19,219	(4,332)
Direct Material	5,924	5,578	6,858	(346)	934	11,396	11,230	13,282	(166)	1,886	69,675	61,214	(8,460)
Other Direct Costs	232	162	134	(70)	(98)	462	322	294	(140)	(168)	2,522	1,466	(1,056)
Total COGS	**12,105**	**11,134**	**12,314**	**(971)**	**209**	**23,384**	**22,303**	**24,323**	**(1,081)**	**940**	**147,523**	**115,824**	**(31,699)**
Direct Margin	**7,246**	**7,000**	**7,171**	**246**	**75**	**14,375**	**13,946**	**13,199**	**429**	**1,175**	**79,094**	**51,556**	**27,538**
% Direct Margin to Sales	*37.4%*	*38.6%*	*36.8%*		*0.64%*	*38.1%*	*38.5%*	*35.2%*			*34.9%*	*30.8%*	
Indirect Labor	1,226	1,310	843	84	(383)	2,769	2,879	1,648	110	(1,121)	15,503	8,588	(6,915)
Vehicle & Equipment	1,415	1,249	1,031	(166)	(384)	2,650	2,493	2,114	(158)	(537)	15,135	11,237	(3,898)
COGS Depreciation	710	863	496	153	(214)	1,607	1,726	881	119	(726)	8,677	4,059	(4,618)
Other Indirect Costs	103	101	70	(2)	(33)	201	198	202	(3)	1	849	1,253	404
Total Indirect COGS	**3,453**	**3,523**	**2,440**	**70**	**(1,013)**	**7,227**	**7,296**	**4,844**	**69**	**(2,383)**	**40,163**	**25,137**	**(15,026)**
Gross Profit	**3,793**	**3,477**	**4,731**	**316**	**(938)**	**7,148**	**6,650**	**8,355**	**498**	**(1,207)**	**38,930**	**26,419**	**12,511**
% Gross Profit to Sales	*19.6%*	*19.2%*	*24.3%*			*18.9%*	*18.3%*	*22.3%*			*17.2%*	*15.8%*	
Selling Expenses	221	182	123	(39)	(98)	408	377	244	(31)	(164)	2,524	1,408	(1,116)
Administrative Salaries	1,236	1,127	1,127	(109)	(110)	2,569	2,356	2,360	(213)	(209)	14,859	7,872	(6,987)
Rent	225	194	164	(31)	(60)	444	388	329	(56)	(115)	2,256	1,187	(1,070)
Professional Fees	40	38	19	(2)	(21)	82	76	34	(6)	(48)	272	229	(43)
Technology Expenses	66	62	62	(5)	(5)	132	123	112	(9)	(20)	825	439	(386)
Other G&A	342	322	553	(21)	211	683	645	1,009	(38)	326	4,781	3,167	(1,614)
SG&A Depreciation	51	43	39	(8)	(12)	102	85	74	(17)	(28)	531	374	(158)
Regional Allocation	-	-	129	-	129	-	-	221	-	221	137	221	84
Total SG&A	**2,181**	**1,967**	**2,216**	**(214)**	**35**	**4,420**	**4,051**	**4,383**	**(369)**	**(37)**	**26,184**	**14,898**	**(11,289)**
% SG&A to Sales	*11.3%*	*10.8%*	*11.4%*			*11.7%*	*11.2%*	*11.7%*			*11.6%*	*8.9%*	
Operating Income	**1,612**	**1,510**	**2,516**	**102**	**(904)**	**2,728**	**2,599**	**3,972**	**129**	**(1,244)**	**12,746**	**11,523**	**1,223**
% Operating Income to Sales	*8.3%*	*8.3%*	*12.9%*			*7.2%*	*7.2%*	*10.6%*			*5.6%*	*6.9%*	
Amortization	729	466	356	(263)	(373)	1,430	932	690	(498)	(740)	6,915	3,890	(3,025)
Interest	1,320	768	569	(552)	(750)	2,644	1,536	1,149	(1,108)	(1,495)	12,687	4,782	(7,905)
Non-Op (Income)/Expense	6	(0)	(6)	(7)	(12)	59	(0)	(12)	(59)	(71)	(312)	32	344
Non-Recurring	182	36	181	(147)	(2)	542	71	1,072	(470)	530	8,643	4,316	(4,327)
Mgt/BOD Fees	67	67	50	0	(17)	133	133	100	0	(33)	700	600	(100)
Tax Expense	-	23	-	23	-	-	46	-	46	-	143	5	(137)
Net Income	**(692)**	**151**	**1,365**	**(843)**	**(2,058)**	**(2,080)**	**(120)**	**973**	**(1,960)**	**(3,054)**	**(18,031)**	**(2,102)**	**(13,928)**
% Net Income to Sales	*-3.6%*	*0.8%*	*7.0%*			*-5.5%*	*-0.3%*	*2.6%*			*-7.1%*	*-1.3%*	
Depreciation	761	906	534	145	(226)	1,709	1,811	955	103	(754)	9,208	4,432	(4,775)
Amortization	729	466	356	(263)	(373)	1,430	932	690	(498)	(740)	6,915	3,890	(3,025)
Interest	1,320	768	569	(552)	(750)	2,644	1,536	1,149	(1,108)	(1,495)	12,687	4,782	(7,905)
Taxes	-	23	-	23	-	-	46	-	46	-	143	5	(137)
EBITDA	**2,117**	**2,313**	**2,825**	**(196)**	**(708)**	**3,702**	**4,205**	**3,767**	**(503)**	**(65)**	**12,922**	**11,007**	**1,914**
% EBITDA to Sales	*10.9%*	*12.8%*	*14.5%*			*9.8%*	*11.6%*	*10.0%*			*5.7%*	*6.6%*	
Mgt/BOD Fees	67	67	50	0	(17)	133	133	100	0	(33)	700	600	(100)
Pro-forma Adjustment	-				-	-	-			-	-		-
Other Non-Recurring	182	36	181	(147)	(2)	542	71	1,072	(470)	530	8,643	4,316	(4,327)
Adjusted EBITDA	**2,366**	**2,416**	**3,056**	**(49)**	**(690)**	**4,377**	**4,410**	**4,939**	**(33)**	**(562)**	**22,265**	**15,924**	**6,341**
% Adjusted EBITDA to Sales	*12.2%*	*13.3%*	*15.7%*			*11.6%*	*12.2%*	*13.2%*			*9.8%*	*9.5%*	

United Land Services
Consolidated Income Statement - Pro-Forma
Rolling TTM
United Land Services
For the Period Ended February 29, 2024

	February 2023 Actual	March 2023 Actual	April 2023 Actual	May 2023 Actual	June 2023 Actual	July 2023 Actual	August 2023 Actual	September 2023 Actual	October 2023 Actual	November 2023 Actual	December 2023 Actual	January 2024 Actual	February 2024 Actual	TTM Actual
Net Revenue	**19,485**	**20,656**	**18,217**	**19,048**	**18,444**	**18,523**	**19,839**	**17,451**	**19,005**	**19,481**	**18,194**	**18,408**	**19,351**	**226,616**
% Net Sales to Gross Revenue	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*
Direct Labor	3,429	4,128	4,035	4,534	4,870	4,947	5,577	4,657	4,368	3,668	3,423	3,651	3,918	51,776
Direct Subcontractor Costs	1,893	1,870	1,625	1,871	1,266	1,783	2,779	2,279	1,701	1,994	2,426	1,926	2,031	23,550
Direct Material	6,858	7,211	5,883	6,329	5,601	5,533	5,510	4,671	6,085	6,170	5,285	5,473	5,924	69,675
Other Direct Costs	134	189	156	160	254	189	232	197	240	174	269	230	232	2,522
Total COGS	**12,314**	**13,398**	**11,699**	**12,894**	**11,991**	**12,453**	**14,099**	**11,803**	**12,394**	**12,006**	**11,403**	**11,279**	**12,105**	**147,523**
Direct Margin	**7,171**	**7,258**	**6,519**	**6,154**	**6,453**	**6,070**	**5,741**	**5,647**	**6,611**	**7,475**	**6,792**	**7,129**	**7,246**	**79,094**
% Direct Margin to Sales	*36.8%*	*35.1%*	*35.8%*	*32.3%*	*35.0%*	*32.8%*	*28.9%*	*32.4%*	*34.8%*	*38.4%*	*37.3%*	*38.7%*	*37.4%*	*34.9%*
Indirect Labor	843	867	953	1,142	1,209	1,091	1,229	1,340	1,497	1,675	1,730	1,543	1,226	15,503
Vehicle & Equipment	1,031	1,184	1,101	1,212	1,173	1,359	1,376	1,354	1,336	1,236	1,152	1,236	1,415	15,135
COGS Depreciation	496	444	525	594	674	700	912	763	788	851	818	897	710	8,677
Other Indirect Costs	70	118	123	145	170	(272)	(3)	71	(6)	189	113	98	103	849
Total Indirect COGS	**2,440**	**2,613**	**2,702**	**3,094**	**3,226**	**2,878**	**3,515**	**3,528**	**3,615**	**3,951**	**3,814**	**3,774**	**3,453**	**40,163**
Gross Profit	**4,731**	**4,645**	**3,816**	**3,060**	**3,227**	**3,191**	**2,226**	**2,119**	**2,995**	**3,524**	**2,978**	**3,355**	**3,793**	**38,930**
% Gross Profit to Sales	*24.3%*	*22.5%*	*20.9%*	*16.1%*	*17.5%*	*17.2%*	*11.2%*	*12.1%*	*15.8%*	*18.1%*	*16.4%*	*18.2%*	*19.6%*	*17.2%*
Selling Expenses	123	180	163	266	246	276	192	184	202	221	185	187	221	2,524
Administrative Salaries	1,127	1,378	1,349	1,490	1,219	1,082	983	1,078	1,143	1,365	1,193	1,333	1,236	14,859
Rent	164	171	166	173	178	183	181	180	175	202	203	219	225	2,256
Professional Fees	19	21	24	33	32	35	30	(43)	15	33	11	42	40	272
Technology Expenses	62	50	58	80	73	69	80	75	70	65	73	66	66	825
Other G&A	553	581	593	426	360	345	366	351	313	300	463	341	342	4,781
SG&A Depreciation	39	39	35	39	41	42	43	43	49	48	49	51	51	531
Regional Allocation	129	137												137
Total SG&A	**2,216**	**2,557**	**2,387**	**2,507**	**2,148**	**2,042**	**1,875**	**1,869**	**1,968**	**2,235**	**2,177**	**2,239**	**2,181**	**26,184**
% SG&A to Sales	*11.4%*	*12.4%*	*13.1%*	*13.2%*	*11.6%*	*11.0%*	*9.5%*	*10.7%*	*10.4%*	*11.5%*	*12.0%*	*12.2%*	*11.3%*	*11.6%*
Operating Income	**2,516**	**2,087**	**1,429**	**554**	**1,079**	**1,149**	**351**	**250**	**1,028**	**1,289**	**801**	**1,116**	**1,612**	**12,746**
% Operating Income to Sales	*12.9%*	*10.1%*	*7.8%*	*2.9%*	*5.8%*	*6.2%*	*1.8%*	*1.4%*	*5.4%*	*6.6%*	*4.4%*	*6.1%*	*8.3%*	*5.6%*
Amortization	356	356	368	407	407	425	425	426	479	475	1,717	701	729	6,915
Interest	569	727	605	767	633	1,206	902	1,198	1,394	1,399	1,212	1,324	1,320	12,687
Non-Op (Income)/Expense	(6)	11	(2)	15	(41)	(86)	(22)	(20)	(37)	(149)	(40)	53	6	(312)
Non-Recurring	181	596	766	273	2,430	662	678	1,914	(297)	490	591	359	182	8,643
Mgt/BOD Fees	50	50	50	50	50	50	50	67	67	67	67	67	67	700
Tax Expense	-	-	0	-	-	-	-	-	143	-	0	-	-	143
Net Income	**1,365**	**347**	**(357)**	**(958)**	**(2,401)**	**(1,108)**	**(1,681)**	**(3,333)**	**(720)**	**(993)**	**(2,745)**	**(1,388)**	**(692)**	**(16,031)**
% Net Income to Sales	*7.0%*	*1.7%*	*-2.0%*	*-5.0%*	*-13.0%*	*-6.0%*	*-8.5%*	*-19.1%*	*-3.8%*	*-5.1%*	*-15.1%*	*-7.5%*	*-3.6%*	*-7.1%*
Depreciation	534	483	560	633	714	742	956	807	838	899	867	948	761	9,208
Amortization	356	356	368	407	407	425	425	426	479	475	1,717	701	729	6,915
Interest	569	727	605	767	633	1,206	902	1,198	1,394	1,399	1,212	1,324	1,320	12,687
Taxes	-	-	0	-	-	-	-	-	143	-	0	-	-	143
EBITDA	**2,825**	**1,913**	**1,175**	**848**	**(646)**	**1,265**	**601**	**(903)**	**2,133**	**1,780**	**1,051**	**1,585**	**2,117**	**12,922**
% EBITDA to Sales	*14.5%*	*9.3%*	*6.5%*	*4.5%*	*-3.5%*	*6.8%*	*3.0%*	*-5.2%*	*11.2%*	*9.1%*	*5.8%*	*8.6%*	*10.9%*	*5.7%*
Mgt/BOD Fees	50	50	50	50	50	50	50	67	67	67	67	67	67	700
Pro-forma Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Non-Recurring	181	596	766	273	2,430	662	678	1,914	(297)	490	591	359	182	8,643
Adjusted EBITDA	**3,056**	**2,559**	**1,991**	**1,172**	**1,834**	**1,977**	**1,329**	**1,077**	**1,903**	**2,337**	**1,709**	**2,011**	**2,366**	**22,265**
% Adjusted EBITDA to Sales	*15.7%*	*12.4%*	*10.9%*	*6.2%*	*9.9%*	*10.7%*	*6.7%*	*6.2%*	*10.0%*	*12.0%*	*9.4%*	*10.9%*	*12.2%*	*9.8%*

United Land Services
Consolidated Statement of Cash Flows
For the Period Ended February 29, 2024
Amounts in $000's

	Month	Year-to-Date
Net Income (Loss)	(692)	(2,080)
Adjustments to Net income (Loss)		
Depreciation Expenses	761	1,709
Amortization of Intangible Assets	729	1,430
Amortization of Deferred Financing Costs	74	148
(Gain) / Loss on Retirement of Fixed Assets	206	382
Total Adjustments to Net Income	1,770	3,669
Cash Flow from Changes in Working Capital:		
(Increase) / Decrease in Accounts Receivable	(2,968)	(1,999)
(Increase) / Decrease in Inventory	326	825
(Increase) / Decrease in Prepaid Expenses	271	150
(Increase) / Decrease in Other Current Assets	121	269
Increase / (Decrease) in Accounts Payable	(608)	(2,503)
Increase / (Decrease) in Accrued Liabilities	(2,376)	(634)
Total Cash Flow from Changes in Working Capital	(5,234)	(3,892)
Total Cash Flows from Operating Activities	(4,157)	(2,304)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Change in Other Assets	277	471
Capital Expenditures	(793)	(1,516)
Acquisition Expenditures	-	-
Change in Intangible Assets	2,474	2,474
Total Cash Flows from Investing Activities	1,958	1,429
CASH FLOWS FROM FINANCING ACTIVITIES:		
Equity Issued	-	-
Increase / (Decrease) in Other LT Liabilities	(183)	(233)
Capital Lease Principal	50	260
Proceeds from Long Term Debt	-	-
Payments of Long Term Debt	(514)	(1,377)
Increase / (Decrease) in Other Notes Payable	751	971
Total Cash Flows from Financing Activities	104	(379)
Beginning Cash Balance	4,159	3,318
Cash Removed at Transaction Closing	-	-
Total Increase (Decrease to Cash)	(2,094)	(1,254)
Ending Cash Balance	**2,065**	**2,065**
	-	-

United Land Services
Consolidated Balance Sheets
For the Period Ended February 29, 2024
Amounts in $000's

	2/29/2024	2/28/2023	12/31/2022	CME v PYCME	CME V PYE
	Actual	Actual	Actual	Actual	Actual
Assets					
Cash & Equivalents	2,065	6,357	5,025	(4,292)	(2,960)
Net Receivables	35,602	27,206	22,311	8,395	13,291
Inventory	2,763	1,246	979	1,516	1,784
Prepaid Expenses	1,010	717	996	293	14
Other	3,002	2,397	2,041	605	961
Total Current Assets	44,441	37,924	31,351	6,518	13,090
Fixed Assets	53,474	29,552	24,030	23,922	29,444
Accumulated Depreciation	(8,648)	(4,374)	(3,494)	(4,274)	(5,155)
Net Fixed Assets	44,825	25,178	20,536	19,648	24,289
Assets Under Construction	-	-	-	-	-
Deferred Taxes	2,094	2,094	2,094	0	0
Loan Origination Fees	-	-	-	-	-
Net Intangibles	62,178	28,659	27,059	33,518	35,119
Related Party Receivable	0	0	(8)	(0)	8
Other Long Term Assets	693	371	359	322	334
Total Assets	**154,232**	**94,226**	**81,391**	**60,005**	**72,841**
Liabilities					
Accounts Payable	11,386	11,857	10,202	(471)	1,184
Accrued Interest	-	-	-	-	-
Related Party payable	-	-	-	-	-
Other Current Liabilities	10,186	4,318	3,174	5,869	7,012
Total Current Liabilities	21,572	16,174	13,376	5,398	8,196
Debt					
Long Term Notes Payable-Twinbrook	103,614	48,233	39,483	55,381	64,131
Deferred Financing Costs	(2,529)	(1,819)	(1,917)	(710)	(612)
Long Term Notes Payable-John Deere	3,149	601	636	2,548	2,513
Revolver	5,500	2,000	2,000	3,500	3,500
Capital Lease	11,437	7,115	6,527	4,322	4,910
Operating Lease	5,970	2,597	2,597	3,373	3,373
Sellers Note	979	1,125	250	(146)	729
Pre-Acquisition Debt	-	-	-	-	-
Total Debt	128,120	59,853	49,577	68,267	78,544
Other Long Term Liabilities	2,392	2,392	2,392	-	-
Total Liabilities	**152,084**	**78,419**	**65,345**	**73,665**	**86,740**
Equity					
Capital Stock	36,460	31,650	31,200	4,810	5,260
Retained Earnings	(34,312)	(15,842)	(15,153)	(18,470)	(19,159)
Total Equity	2,148	15,808	16,046	(13,660)	(13,899)
Total Liabilities and Shareholder's Equity	**154,232**	**94,226**	**81,391**	**60,005**	**72,841**
	-	-	-		

Reporting

UNITED Land Services

Closing the Communication Gap

Alignment, Execution & Building Partnerships

UNITED Land Services

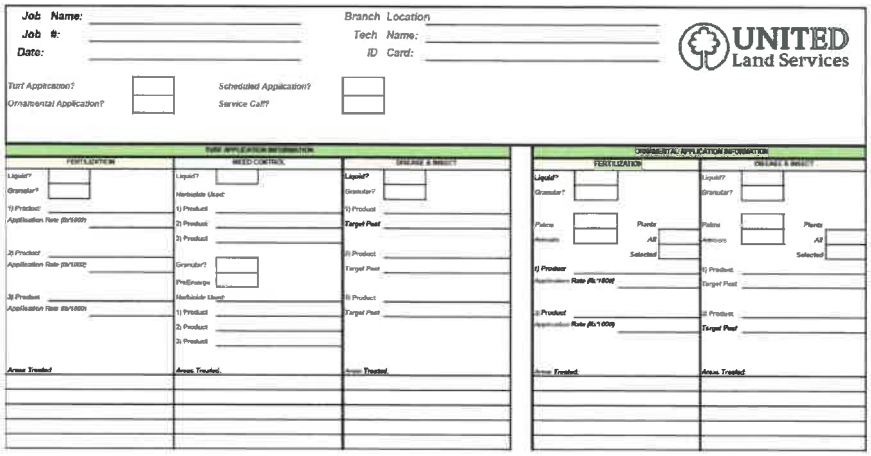
Job Name:
Job Number:
Controller #/Location:
Date:
Tech Name:

Program:	Start Time	Seasonal Adjust %	Run Days
A			M T W Th F S S
B			M T W Th F S S
C			M T W Th F S S
D			M T W Th F S S
E			M T W Th F S S
F			M T W Th F S S

Controller Make:
Controller Model: Two Wire Conversions
Controller Status: Working Not Working
Weather / Rain Sensor: Working Not Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifugal
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, Drip, Bubbler, MP?																
Turf, Shrub, Flowers?																
Run Time (Program)																
Run Time (Program)																
Battery Pack, Add a Zone, Decoder?																
Zone fault or Alarm?																
CONTRACTOR/MAINT. REPAIRS																
Replaced Head																
Replaced - Cleaned Nozzle																
Head Straightened, Adjusted																
BREAKAGE REPAIR																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Fixed																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Expired																
Valve Inoperable																
NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Agronomics and Irrigation Inspection Reports



Job Name:
Job #:
Date:
Branch Location
Tech Name:
ID Card:

UNITED Land Services

Turf Appreciation?
Ornamental Application?
Scheduled Application?
Service Call?

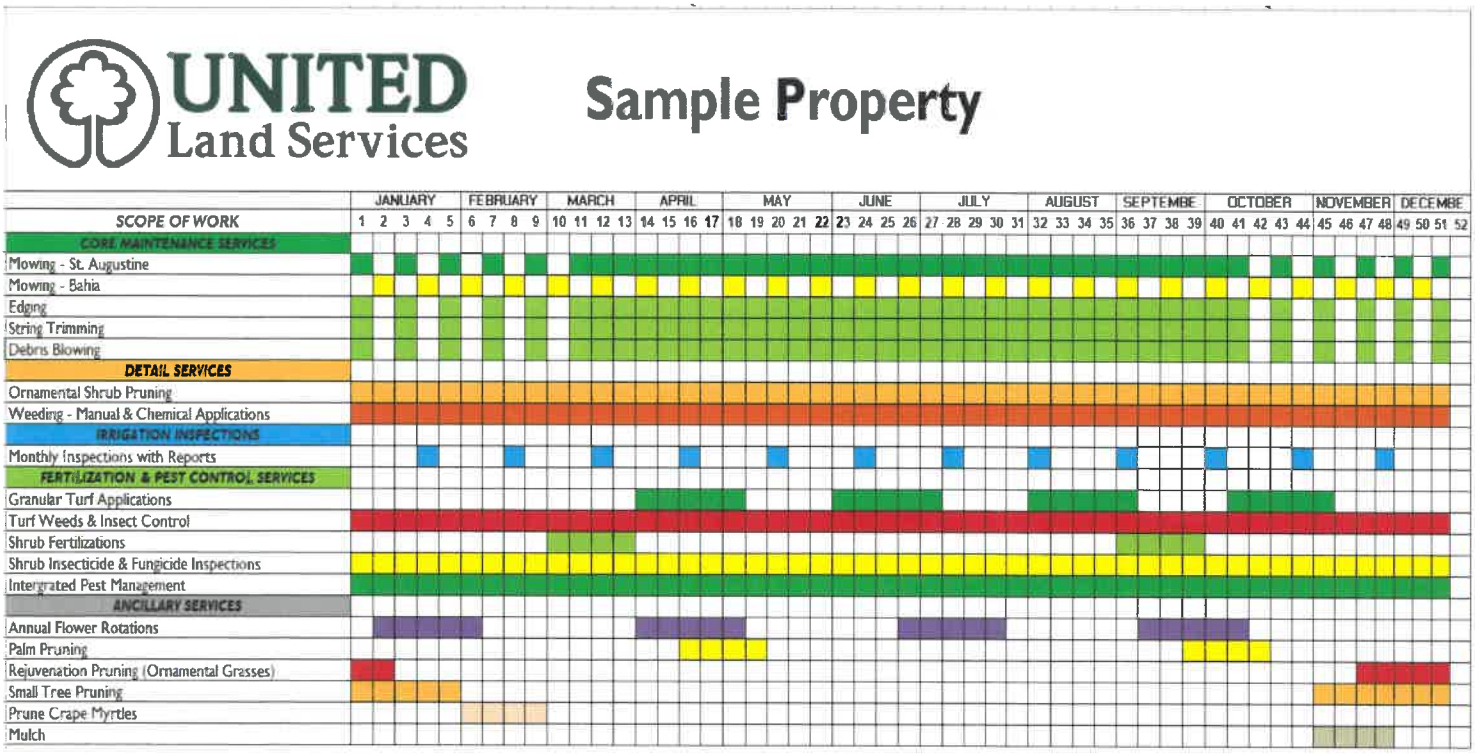
TURF APPLICATION INFORMATION

FERTILIZATION	WEED CONTROL	INSECT & MISC
Liquid?	Liquid?	Liquid?
Granular?	Herbicide Used:	Granular?
1) Product:	1) Product	1) Product
Application Rate (lb/1000)	2) Product	Target Pest
	3) Product	
2) Product	Granular?	2) Product
Application Rate (lb/1000)	Pre/Emerge	Target Pest
	Herbicide Used:	
3) Product	1) Product	3) Product
Application Rate (lb/1000)	2) Product	Target Pest
	3) Product	
Areas Treated	Areas Treated	Areas Treated

ORNAMENTAL APPLICATION INFORMATION

FERTILIZATION	INSECT & MISC
Liquid?	Liquid?
Granular?	Granular?
Palms	Palms
Annuals	Annuals
Plants All Selected	Plants All Selected
1) Product	1) Product
Application Rate (lb/1000)	Target Pest
2) Product	2) Product
Application Rate (lb/1000)	Target Pest
Areas Treated	Areas Treated

Yearly Service Calendar Guideline



UNITED Land Services

Sample Property

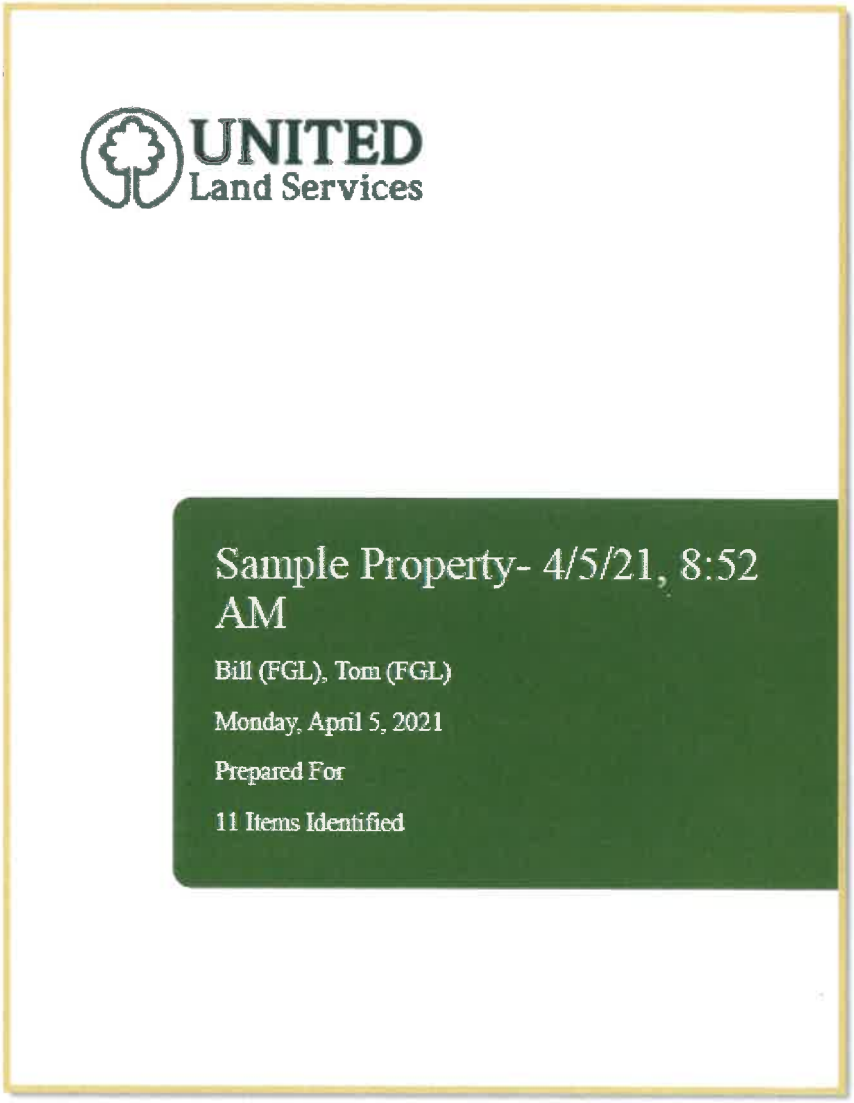
SCOPE OF WORK	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBE	OCTOBER	NOVEMBER	DECEMBE
	1 2 3 4 5	6 7 8 9	10 11 12 13	14 15 16 17	18 19 20 21 22	23 24 25 26	27 28 29 30 31	32 33 34 35	36 37 38 39	40 41 42 43 44	45 46 47 48	49 50 51 52
CORE MAINTENANCE SERVICES												
Mowing - St. Augustine												
Mowing - Bahia												
Edging												
String Trimming												
Debris Blowing												
DETAIL SERVICES												
Ornamental Shrub Pruning												
Weeding - Manual & Chemical Applications												
IRRIGATION INSPECTIONS												
Monthly Inspections with Reports												
FERTILIZATION & PEST CONTROL SERVICES												
Granular Turf Applications												
Turf Weeds & Insect Control												
Shrub Fertilizations												
Shrub Insecticide & Fungicide Inspections												
Intergrated Pest Management												
ANCILLARY SERVICES												
Annual Flower Rotations												
Palm Pruning												
Rejuvenation Pruning (Ornamental Grasses)												
Small Tree Pruning												
Prune Crape Myrtles												
Mulch												

UNITED Land Services

Closing the Communication Gap

Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication though pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.



UNITED Land Services

Closing the Communication Gap

Alignment, Execution & Building Partnerships

SAMPLE

Issue 1
Selectively remove tall stalks on White BOP in a sectional manor.
Removals tagged with orange tape

Issue 2
Remove Mags on Cody Chase

Issue 3
Declining Washingtonian on Cody Chase

Issue 4
Remove staking kit

SAMPLE

Issue 5
Queen Palm on 46A dead from Ganoderma

Issue 6
Possible irrigation issue on Podocarpus along 46A units

Issue 7
Replace declining Pittisporum with turf

Issue 8
Proposal for method to attach Jasmine to columns / pergola

UNITED Land Services

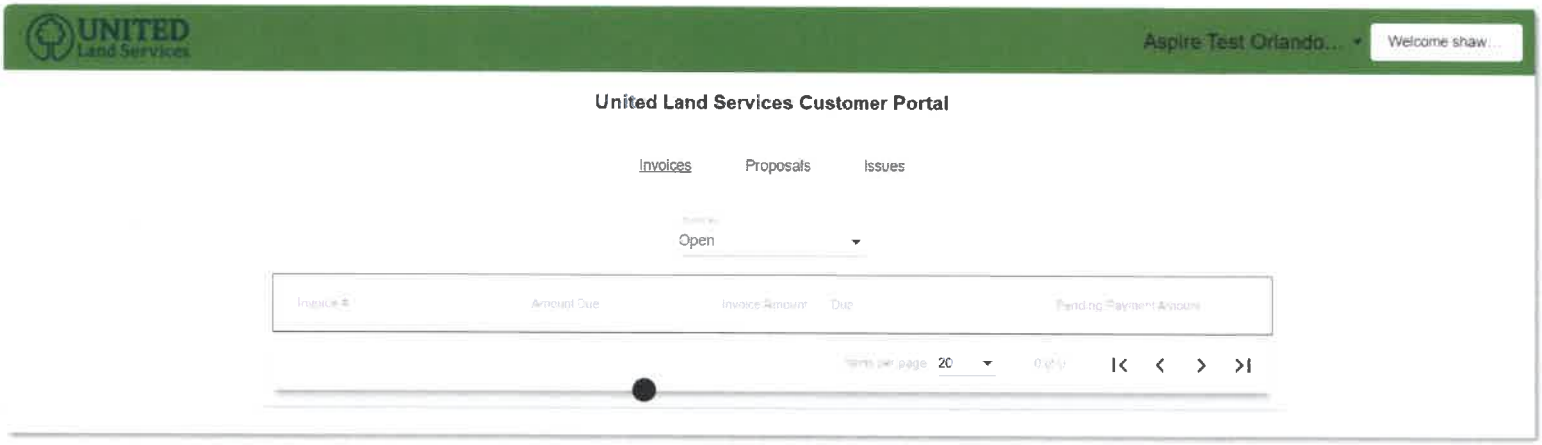
Work Order Software

Accountability, Communication and Productivity

United Land Services Work Order System Powered by:

aspire SOFTWARE

United Land Services is dedicated to ensuring our valued partners receive the highest level of communication for a success long term partnership. Our work order system gives the client all the tools needed to stay informed on their property. The Aspire work order system is a user friendly software system that compliments our strong level of communication while providing accountability for our dedicated team.



FEATURES:

- View Invoices
- Pay Invoices
- View Proposals
- View Past Work Orders
- Review Updates on Work Orders
- View Landscape Experts Notes
- Sign Proposals
- Create Issues
- Submit Work Orders

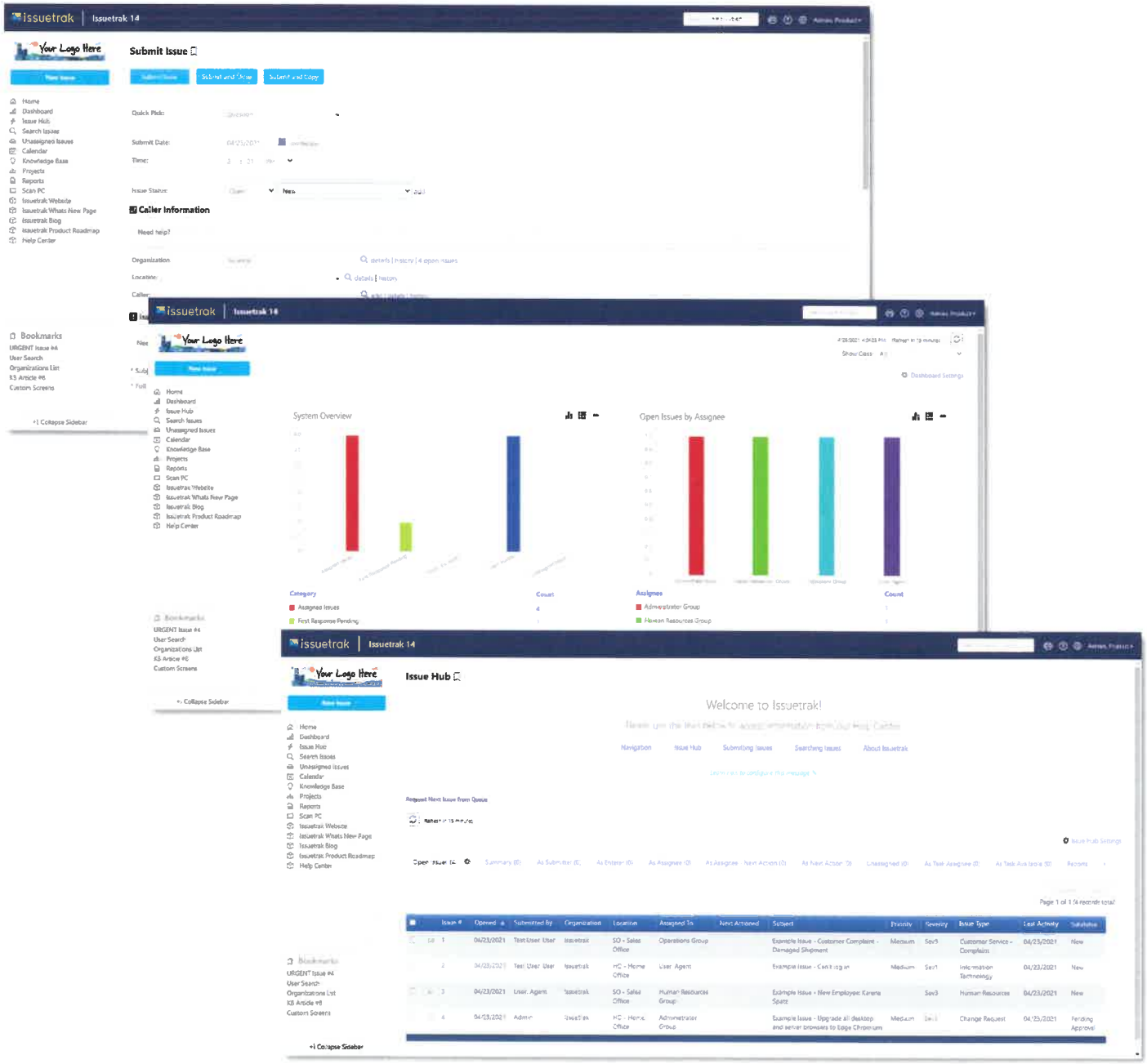
UNITED Land Services

Work Order Software

Alignment, Execution & Building Partnerships

United Land Services Work Order System Powered by:

issuetrak



UNITED Land Services

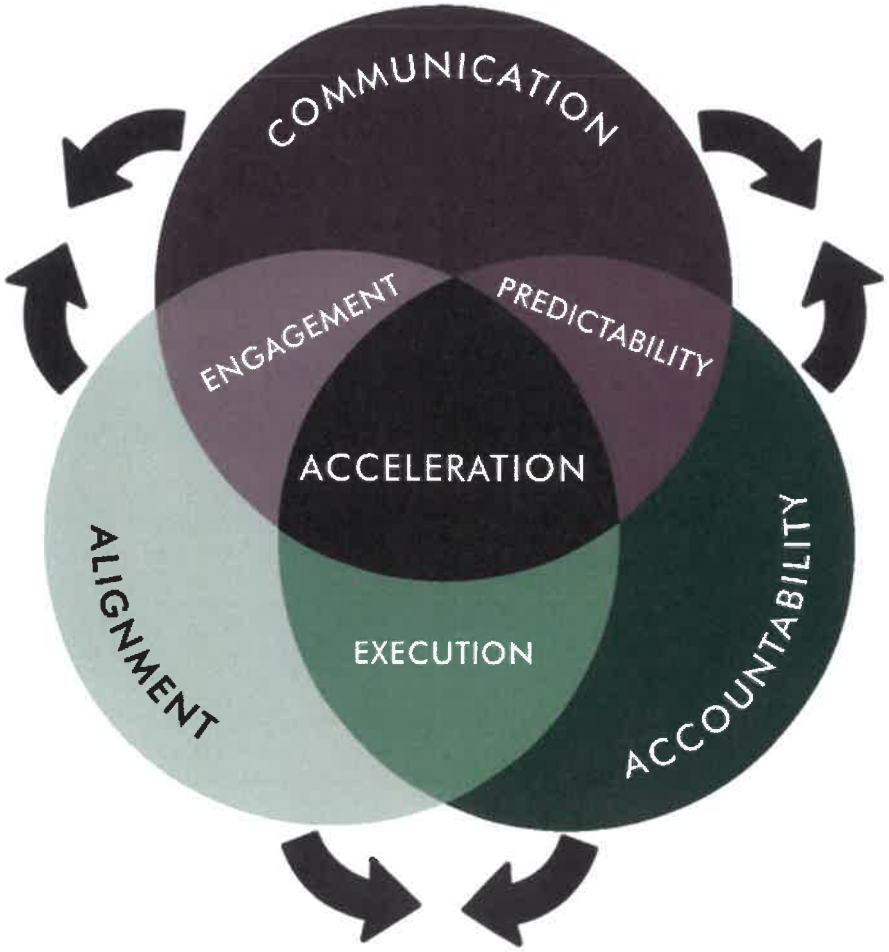
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals. (Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.



Certifications

UNITED Land Services

Certification

Your Agronomics and Irrigation Specialists

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

Date	File No.	Expires
July 29, 2023	JF238242	June 1, 2024

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2024

FRANK WILLIAM KINSEY
3798 CARDINAL OAKS CIRCLE
ORANGE PARK, FL 32085

Lawn and Ornamental

WILTON SIMPSON, COMMISSIONER

FDOT

Donald Cope

Certificate: 605991

Has Completed a FDOT Approved Temporary Traffic Control [redacted]anced

Issued: 02/10/2023

Expires: 02/10/2027

Instructor: M. H

Training Provider: myTTConline
83 Geneva Dr. Suite 621394
Oviedo, FL 32762
Ph: 407-901-0206

my TTC online

Verify this Certificate at www.motadmin.com.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BLANDFORD, ROBERT JOHN
UNITED HOME BUILDERS OF JACKSONVILLE INC
937 BULKHEAD RD
GREEN COVE SPRINGS FL 32043

LICENSE NUMBER: CBC1251617
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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The International Society of Arboriculture

Hereby Announces That

David J Rivera

Has Earned the Credential

ISA Certified Arborist ®

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

Caitlyn Pelliher
CEO & Executive Director

9 June 2023	30 June 2025	FL-6545A
Initial Date	Expiration Date	Certification Number

ANAB

IRRIGATION SPRINKLER

St. Johns County

Authorized Contractor

License No: BL-4240

BLANDFORD, ROBERT J

FLORIDA ULS OPERATING LLC DBA UNITED LANDSCAPES

DOB: 7/31/1975

Issued: 9/8/2021

Expires: 9/30/2023

** License valid through expiration date, unless sooner disqualified **

CERTIFICATE OF COMPETENCY

BROWARD COUNTY FLORIDA

CECIL E. GESTER

Irrigation Specialty Contractor

UNITED LAND SERVICES

CC# 23-ISC-23109-R EXPIRES 2024-08-3

UNITED Land Services

Certification

Your Agronomics and Irrigation Specialists

FNGLA
CERTIFIED PROFESSIONAL CONTRACTOR

The Florida Nursery, Growers & Landscape Association
Confers on

Sandra Benton C00236

The Title of
FNGLA Certified Landscape Contractor (FCLC)

Expiration Date: 12/31/2024
Certified Since: 11/02/2002

Eric Smith, FNGLA President

Merry Mott, FNGLA Certification Director

HORTICULTURE PROFESSIONAL
FNGLA
We Know What Grows
FNGLA CERTIFIED

The Florida Nursery, Growers & Landscape Association
confers on

Keely Haverland

The Title of

FNGLA Certified Horticulture Professional (FCHP)

Date: 11/21/2019

Merry Mott, FNGLA
Director of Industry Certifications

UNITED Land Services

Certification

Your Agronomics and Irrigation Specialists

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

2 Business name/disregarded entity name, if different from above
United Land Services

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only for certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

5 Address (number, street, and apt. or suite no.) See instructions.
12276 San Jose Blvd Suite 747

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL, 32223

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number
85-2497925

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 1/8/2021

General Instructions

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

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

Purpose of Form

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

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

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

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

UNITLAN-02 SANTHOSHC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2024

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

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

PRODUCER
New York-Alliant Ins Svc Inc
101 Park Ave 14th Fl
New York, NY 10178

CONTACT NAME: Stephanie Kearney
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Stephanie.Kearney@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federated Mutual Insurance Company	13935
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
United Land Services Operating LLC
12276 San Jose Blvd
Suite 747
Jacksonville, FL 32223

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

SAMPLE

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	1855494	3/31/2024	3/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 Excluded 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	1855494	3/31/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	1855495	3/31/2024	3/31/2025	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1855496	3/31/2024	3/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Policy# for NC/ GA/ AL - 1855497. The same coverage limits apply
Auto Liability Policy# for NC - 1865264. The same coverage limits apply

Re: Orange Lake Resorts.

Holiday Inn Club Vacations Incorporated is an Additional Insured Subject to the Conditions of the Additional Insured - Owners, Lessees or Contractors - Automatic Status when required in Construction Agreement with you Endorsement for General Liability. Insurance Provided by the General Liability Coverage SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Holiday Inn Club Vacations Incorporated
Attn: Vendor Management (Finance)
9271 S John Young Pkwy
Orlando, FL 32819

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: UNITLAN-02 SANTHOSHC

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY New York-Alliant Ins Svc Inc	NAMED INSURED United Land Services Operating LLC 12276 San Jose Blvd Suite 747 Jacksonville, FL 32223
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
is Primary and Noncontributory over other Insurance. General Liability Contains a Waiver of Transfer of Rights of Recovery Against others to Us (Waiver of Subrogation! - Automatic Endorsement. The Certificate Holder is an Additional Insured Subject to the Conditions of the Additional Insured by Contract Endorsement for Business Auto Liability. Insurance Provided by the Business Auto Liability is Primary and Noncontributory over other Insurance. Business Auto Liability Contains a Waiver of Subrogation in favor of The Certificate Holder Subject to the Conditions of the Blanket Waiver of Transfer of Rights of Recovery Endorsement. Umbrella Policy follows form. Includes 30 Days Notice of Cancellation.

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UNITED
Land Services

Scope of Services

Summary

Windward CDD Landscape Maintenance Bid Instructions

Attention Bidder,

Please follow the instructions listed below for additional info on the landscape maintenance services bid for Windward CDD including the Fee summary sheet, the scope of services and the landscape map. Thank you.

Instructions and additional information:

1. Please provide a filled-out fee summary schedule (Separate Excell spreadsheet). The Components in the scope align with the components in the fee summary.
2. Please refer to provided coverage area map, and the scope for this bid.
3. The scope of services has the base level of service expected to maintain the property. Please note any additional or recommended services that go beyond the provided scope of services.
4. Please refer to the specs in the scope for turf management, irrigation maintenance and other aspects of landscape maintenance for the property. It is broken down into two main sections which are Essential Services and Extra Services.
5. Please take extra care when it comes to fertilization/pest/OTC/Drenching programs for palms. The property has many specialty palms and palms susceptible to disease and pests.
6. Please take extra care when reviewing the Irrigation maintenance specifications. Irrigation maintenance inspections being done per the scope is very important and should be priced accordingly.
7. It is expected you will use the scope, map, and existing site conditions to create your bid. This includes palm counts, irrigation zone and controller counts. The bid packet contains all the information we have to provide for this bid. If additional information is needed about plant counts, or other items regarding current site conditions, it will require bidders taking time onsite to inspect and obtain that information themselves.

Clarification:

1. Please note that while the CDD owns the entire right of way, we do NOT maintain the strip between sidewalk and curb in front of homesites. Otherwise, we do maintain landscaping in the pink areas. We do maintain all medians and between the sidewalk and curb in all areas not Infront of a home. This includes areas adjacent to ponds and CDD common areas.
2. There are approximately 380 palms. Proposers are responsible for verification.
3. The property will require approximately 300 yds twice a year, approximately 600 total yards annually. Proposers are responsible for verification.
4. Each annual rotation is approximately 1200 annuals. This has been entered into the fee summary. Proposers are responsible for verification.
5. The contract is also responsible for emptying approximately 10 dog stations on a weekly basis and restock the bags. Proposers are responsible for verification.

Windward CDD

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

General Services- Component "A"

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia, and Zoysia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed. Pond banks will not be mowed when weather conditions would cause concern that they would be damaged.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"–3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they

shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal

of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

The contract is responsible to empty and refill dog stations on property once per week. There are 10 dog stations.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period**. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly**. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.
The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program

ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
  October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July:Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

Application Requirements: Fertilization

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A

complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation. **Contractor will also include quarterly OTC injections on palms that will benefit from it such as varieties of date palms.**

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from

negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component "D" – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection should be performed during the same week(s) each month. Repairs under $500 should be carried out each month with just verbal confirmation. Anything over $500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management's discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the normal rates.

When it is not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance.
Contractor will provide a 24 hour "Emergency" number for irrigation repairs.
Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (When Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.
Beds are to remain weed – free at all times.
All declining blooms are to be removed immediately.
Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
Pre-emergent herbicides are not to be used in annual beds.
Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty
Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

Windward Community Development District

Addendum #1
Windward CDD RFP 2024
Landscape Maintenance Services

June 7, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

CLARIFICATIONS/QUESTIONS:

Q1: How many mow cycles should we propose for this bid?

A1: Propose 42 mow cycles.

Q2: II.6. Familiarity With the Project: In regards to the "as is" condition of acceptance, will a remediation priced as a one-time additional billable service be permitted if the conditions of the site are not up to the standard expected by the CDD? Who will be responsible for this remediation?

A2: A one time service proposal for elements that the proposer believes need immediate remediation can be provided by the proposer at any time. The expectation is that the proposers service over time will improve the site conditions to a satisfactory state. Fair consideration for current conditions and the time it takes to accomplish these changes will be considered.

Q3: Is the current condition of the site up to the standard expected by the CDD?

A3: No. The site has much needed improvement at this time.

Windward Community Development District

Q4: II.15.J: Will the certificate of insurance required Windward CDD to be listed as additional insured?

A4: Yes.

Q5: II.20. Mandatory and Permissive Requirements: The requirement that bidders attend the Mandatory Pre-Proposal Meeting conflicts with prior information that there is no mandatory pre-proposal meeting for this bid. Please confirm.

A5: There was no Pre-bid meeting therefore no mandatory attendance.

Q6: If the open site visit period serves as a mandatory pre-bid for this bid, please provide a list of bidders who have conducted site visits during this period.

A6: There was no mandatory pre-bid meeting of any kind. The information of what bidders provided proposals for the site for this RFP will be available after the bids are opened.

Q7: Windward CDD Landscape Fee Summary: Will per-application mulch amounts in square yards be required in the fields for which these applications will be performed (i.e. columns "May" and "Nov" in row "BED DRESSING – Estimate mulch yds")

A7: Mulch is to be proposed in cubic yards. Yes the fee summary requires bidders to propose how many yards will be used per application.

Q8: Windward CDD Landscape Fee Summary: Does the requested mulch yards estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A8: Cubic Yards.

Q9: Windward CDD Landscape Fee Summary: Palm pruning is listed as an "Extra Service" alongside annual changes and mulch, while previously only annual changes and mulch were to be considered extra services. Please verify that palm pruning will be considered an extra service not to be included in the base contract amount.

A9: Palm pruning is labeled under the "Extra Services". The contract can be written to include Extra services or not. That is at the board's discretion, but all bidders must include numbers for these services.

Q10: Scope of Services.Clarification.3: Do the yards of mulch provided in the CDD's estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A10: Cubic yards.

Q11: Scope of Services.Clarification.4: The CDD estimates 1200 annuals to be changed per rotation. However, in the Landscape Fee Summary, a note indicates that there are "None at this time". Please clarify these conflicting notes.

A11: "None at this time" is an error. The bid is for 1200 estimated annuals.

Windward Community Development District

Q12: Scope of Services.Clarification.5: How many bags are required to be stocked per dog station?

A12: The intent is that the stations remain stocked at all times. Each station has different levels of usage. The bidder will have to estimate bag quantity to stock each week during their service of the stations.

Q13: Scope of Services.Clarification.5: Are bag rolls or bag boxes preferred for dog stations? Which size for each?

A13: The final decision will be left up to the bidder as long as the stations are user friendly and remain stocked. Please review onsite stations for what is currently used.

Q14: Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.

A14: This is defined in the Staffing section under General Services- Component "A" of the scope.

Q15: Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated? Is there any other unirrigated turf on the site outside of pond areas and banks?

A15: All pond banks are unirrigated. There are some other unirrigated spaces. The vendor will need to perform a site review for clarification. Only pond banks pertain to the 32 times annual mow schedule.

Q16: Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".

A16: Focal = Relating to the center or main points of interest. This includes entry monuments, annual beds, etc.

Q17: Landscape Scope of Work.General Services.Detailing: "A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations." This conflicts with prior information stating that detailing will occur once every three weeks, or approximately 17 times per year. Please clarify these conflicting notes.

A17: The property should be divided into thirds and a portion done each week. This requires a visit each week for 52 weeks annually.

Q18: Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.

A18: Please refer to the scope and any best recommended practices the bidder uses for these services. This is something that can change based on weather conditions or bloom cycles.

Q19: Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.

A19: Trash should be removed from all service areas when they are being serviced. At a base level that is whenever an area is mowed, and yes when an area is detailed every three weeks. Additional trash pickup may be required in some areas at management request.

Q20: Please provide a breakdown of St. Augustine, Bahia, and Zoysia turf areas.

A20: The service map provided should be used to generate the bid. Bidders are responsible to review the site and determine turf locations throughout the site. The CDD will not provide that information for this bid. The CDD does not have this information readily available.

Q21: Turf Care Program. Bahia – Where Applicable (Irrigated areas only): Please define irrigated areas as they pertain to Bahia turf. Will only irrigated Bahia receive chemical applications, or are irrigated areas synonymous with Bahia areas?

A21: Irrigated areas as they pertain to Bahia turf would be any Bahia turf area that received irrigation. Yes, only irrigated Bahia areas will receive chemical applications.

Q22: Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.

A22: None at this time.

Q23: Please provide an irrigation zone count.

A23: The CDD does not have a count of exact irrigation zone quantities. Bidders are expected to provide their best estimate based on a review of the property. An exact count of the zones is not necessary to provide a bid.

Q24: Irrigation Maintenance.Frequency of Service: Will material costs for all repairs, including those under $500, be considered an additional billable service beyond the hourly irrigation repair rate provided?

A24: Yes. Please refer to Component D for items included in the inspection and those that are extra billable services.

Q25: Please confirm that only areas outlined in pink on the provided map will be included under this bid.

A25: That is correct.

Windward Community Development District

Q26: Please provide current contract.

A26: The current contract is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking the current contract is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q27: Please provide previous bid tab.

A27: The previous bid tab is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking district records is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q28: Please provide the name of current service provider.

A28: The property is currently serviced by Juniper.

Q29: Do additional fee summary schedules need to be copied and filled for all 5 years of pricing?

A29: No. Please provide a fee summary for the first year and list the additional years inside the bid packet where allocated.

Q30: Is there a maximum allowable annual increase in pricing between years?

A30: No. There are no parameters or restrictions on increases. Of course any annual increases will be reviewed by the board and is subject to board approval

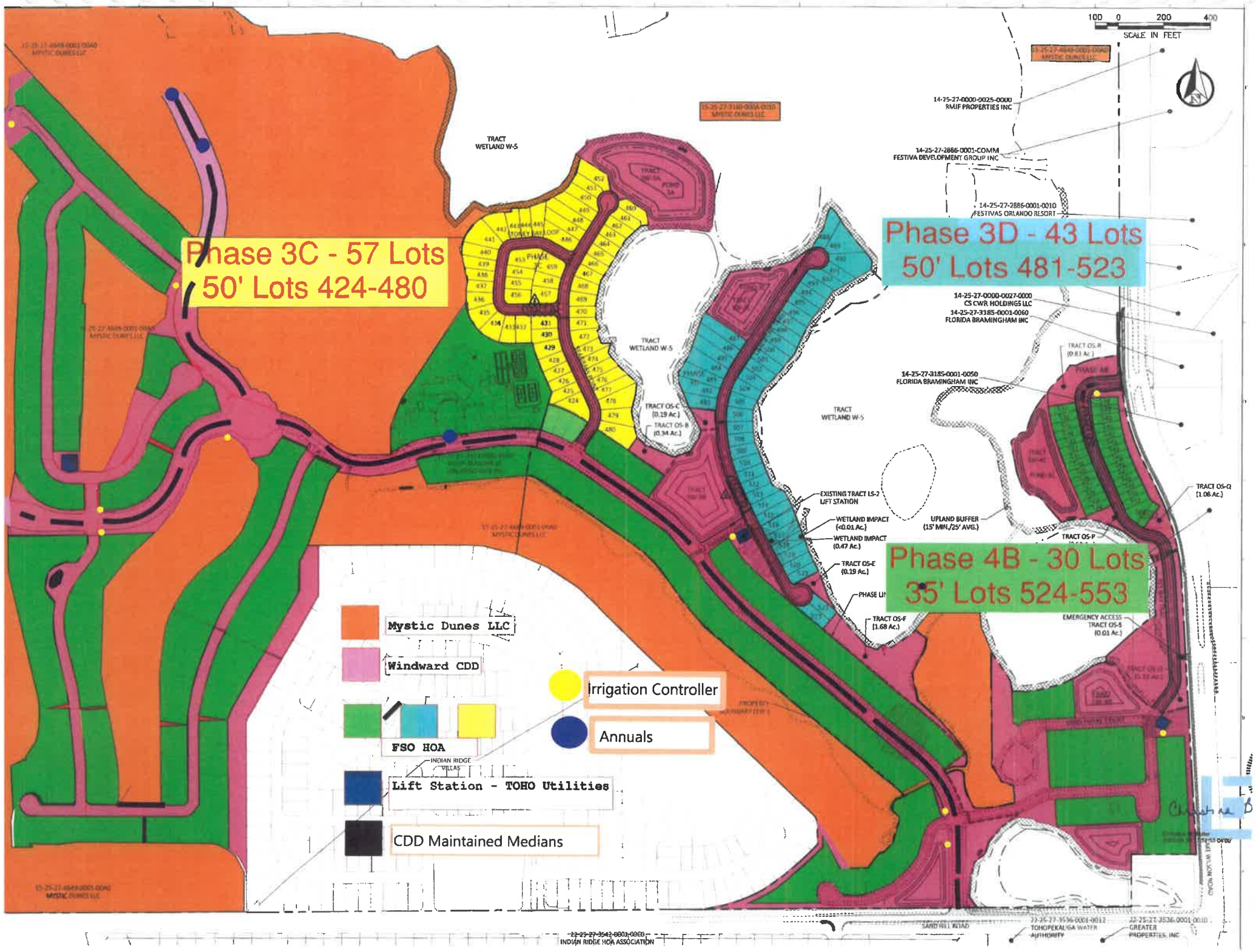
Windward Community Development District

Please sign and return with your bid packet. Attach this form to your bids.

NAME OF FIRM:
United Land Services

SIGNATURE:
Chris Marquess

DATE: 6/11/24


Phase 3C - 57 Lots
50' Lots 424-480
Phase 3D - 43 Lots
50' Lots 481-523
Phase 4B - 30 Lots
35' Lots 524-553
Mystic Dunes LLC
Windward CDD
FSO HOA
Lift Station - TOHO Utilities
CDD Maintained Medians
Irrigation Controller
Annuals
SCALE IN FEET
TRACT WETLAND W-5
14-25-27-0000-0025-0000 RMJF PROPERTIES INC
14-25-27-2886-0001-COMM FESTIVA DEVELOPMENT GROUP INC
14-25-27-2886-0001-0010 FESTIVAS ORLANDO RESORT
14-25-27-0000-0027-0000 CS CWR HOLDINGS LLC
14-25-27-3185-0001-0060 FLORIDA BRAMINGHAM INC
14-25-27-3185-0001-0050 FLORIDA BRAMINGHAM INC
TRACT OS-C (0.19 Ac.)
TRACT OS-B (0.34 Ac.)
TRACT OS-R (0.83 Ac.)
TRACT OS-Q (1.06 Ac.)
TRACT OS-P
EXISTING TRACT LS-2 LIFT STATION
WETLAND IMPACT (<0.01 Ac.)
WETLAND IMPACT (0.47 Ac.)
UPLAND BUFFER (15' MIN./25' AVG.)
TRACT OS-E (0.19 Ac.)
TRACT OS-F (1.68 Ac.)
EMERGENCY ACCESS TRACT OS-S (0.01 Ac.)
INDIAN RIDGE VILLAS
22-25-27-3543-0001-0000 INDIAN RIDGE HOA ASSOCIATION
SAND HILL ROAD
22-25-27-3596-0001-0012 TOHOPEKALIGA WATER AUTHORITY
22-25-27-3536-0001-0010 GREATER PROPERTIES, INC

UNITED
Land Services

Your Investment

Contractor: United Land Services

Address: 6386 Beth Rd, Orlando FL

Phone: 407-515-5262

Fax:

Contact: Chris Marquess

Email: cmarquess@unitedlandservices.com

Property: Winward CDD

Address: **219 E. Livingston St.**
Orlando, Florida, 32801

Phone:

Contact:

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D **(Compnent A) - Mowing/Detailing**	$15,980	$15,980	$15,980	$15,980	$15,980	$15,980	$15,980	$15,980	$15,980	$15,980	$15,980	$15,980	$191,760
TURF CARE **(Component B)** Bahia/St Augustine/Zoysia		$3,780		$3,780		$3,780		$3,780		$3,780			$18,900
TREE/SHRUB CARE Includes OTC **(Component C)** Tree/Shrub Fert/OTC/Drenching	$2,157	$6,000		$2,157			$2,157			$2,157	$6,000		$20,628
IRRIGATION MAINT. **(Component D)**	$545	$545	$545	$545	$545	$545	$545	$545	$545	$545	$545	$545	$6,540
ANNUAL CHANGES **(Component E.1)** Per Annual Pricing: $2.50 each	$3,000			$3,000			$3,000			$3,000			$12,000
BED DRESSING - Estimate mulch yds **(Component E.2)** Per Yard Pricing: $58					$17,400						$17,400		$34,800
PALM TRIMMING 2x Per Year **(Component E.3)** *Per Palm Price: $58* Palm counts 422:					$24,175					$24,157			$48,314
TOTAL FEE PER MONTH:	$21,683	$26,305	$16,525	$25,462	$58,100	$20,305	$21,682	$20,305	$16,525	$49,619	$39,925	$16,525	$332,942
Flat Fee Schedule	$27,745.16	$27,745.16	$27,745.16	$27,745.16	$27,745.16	$27,745.16	$27,745.16	$27,745.16	$27,745.16	$27,745.16	$27,745.16	$27,745.16	$332,942

Essential Services **Mowing/Detailing/Irrigation/Fert and Pest**	$237,828

Extra Services **Annual Changes, Palm Pruning, Mulch**	$95,114

TOTAL	$332,942

Initials_____ _____

PROPOSAL FORM
SIGNATURE PAGE

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

Dated this 11th day of June, 2024.

Proposer: [signature]
By: Jason Lamb
Title: Treasurer

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 11th day of June, 2024, by Jason Lamb of Florida ULS operating, who is ☒ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

KEELY RENEE HAVERLAND
Notary Public - State of Florida
Commission # HH 025362
My Comm. Expires Jul 29, 2024
Bonded through National Notary Assn.

[signature]
Notary Public, State of Florida
Print Name: Keely Haverland
Commission No.: HH 025362
My Commission Expires: 07/29/24

based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). (210,000/265,000) x 25 = 19.81, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). (210,000/425,000) x 25 = 12.35, therefore, Contractor "C" will receive 12.35 of 25 points.

6. <u>Reasonableness of ALL Numbers</u> (15 Points Possible) (_____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6, as well as unit costs from the additional schedules.

<u>Proposer's Total Score</u> (100 Points Possible) (_____ Points Awarded)

<u>Additional Information Regarding Evaluation</u>

Once proposals are received, the District's Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on June 19, 2024, at 1:00 p.m., but the District reserves the right to reschedule any such meeting.

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, Jason Lamb, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _CFO_____ for __United Land_ ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. *#1* dated *6/7/24*

Addendum No._____ dated _____

Addendum No._____ dated _____

Addendum No._____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 11th day of June, 2024.

Proposer: _____
By: Jason Lamb
Title: Treasurer

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11th day of June, 2024, by Jason Lamb of Florida US Operating LLC who is ☒ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

KEELY RENEE HAVERLAND
Notary Public - State of Florida
Commission # HH 025362
My Comm. Expires Jul 29, 2024
Bonded through National Notary Assn.

Notary Public, State of Florida
Print Name: Keely Haverland
Commission No.: HH 025362
My Commission Expires: 07/29/24

V. PROPOSAL FORMS

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before June 12, 2024 at 11:00am (EST)

TO: Windward Community Development District

FROM: ____United Land Services_____
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Windward Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, *Chris Marquess* REPRESENTING *United Land Services* Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/specifications at the following prices:

I. Contract Proposal Amount: *(Please provide an average of all five years of pricing)* $ *353,527*

Annual Total, Year 1: $ *332,942*

Annual Total, Year 2: $ *342,930*

Annual Total, Year 3: $ *353,218*

Annual Total, Year 4: $ *363,815*

Annual Total, Year 5: $ *374,730*

II. Proposer Information

NAME OF PROPOSER:

United Land Services

ADDRESS: 6386 Beth Rd, Orlando FL

PHONE: 407-515-5262 FAX: _____

SIGNATURE: *Chris Marquess*

PRINTED NAME: Chris Marquess

TITLE: *Client Relarions and Business Development*

DATE: 6/11/24

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Florida ULS Operating, LLC DBA United Land Services

Street Address 6386 Beth Rd, Orlando FL, 32824

P. O. Box (if any) _____

City Orlando State Florida Zip Code 32824

Telephone 407-515-5262 Fax no. N/A

1st Contact Name John Borland Title Branch Manager

2nd Contact Name Brett Perez Title Regional Manager

Parent Company Name (if any) United Land Services Operating, LLC

Street Address 12276 San Jose Blvd Suite 747

P. O. Box (if any) _____

City Jacksonville State Florida Zip Code 32223

Telephone 904-829-9255 Fax no. 904-203-1250

1st Contact Name Ray Leach Title COO

2nd Contact Name Donnie Cope Title VP

- *Company Standing:*

Proposer's Corporate Form: Limited Liability Company
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Delaware Date 2020

Is the Proposer in good standing with that State? Yes X No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes X No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	$ 1,000,000
Automobile Liability	$ 1,000,000
Workers Compensation	$ 1,000,000
Expiration Date	3/2025

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Please see all certifications in the Certifications Section of the Proposal
All licences are within good standing

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 6386 Beth Rd

P. O. Box (if any) _____

City Orlando State Florida Zip Code 32824

Telephone 407-515-5262 Fax no. _____

1st Contact Name John Borland Title Branch Manager

2nd Contact Name Brett Perez Title Regional Manager

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ___ days per week;
_____ Technical personnel, who will be onsite ___ days per _____; and
_____ Laborers, who will be onsite ___ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: *Mike Jackson*

Position / Certifications: Agronomics

Duties / Responsibilities: _____ %

of Time to Be Dedicated to This Project: ___10___%

Please describe the person's role in other projects on behalf of the Proposer: Director of AG

Project Name/Location: _____

Contact: Contact Phone: _____

Project Type/Description:

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No X For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name N/A

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: N/A

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

  Our company complies with E-verification

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: _____

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

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    ____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

Signature of Authorized Signatory of Proposer

Sworn before me on June 11, 2024

Notary Public Signature

Notary Stamp

KEELY RENEE HAVERLAND
Notary Public - State of Florida
Commission # HH 025362
My Comm. Expires Jul 29, 2024
Bonded through National Notary Assn.

VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____ 2024, by and between:

WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the "**District**"), and

_____, a Florida _____, with an address of _____ ("**Contractor**").

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

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

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

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

2. CONTRACTOR OBLIGATIONS.

A. ***Scope of Services***. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** ("**Work**"), for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B** ("**Landscape Maintenance Area**"), both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed,

which adjustments shall not result in change in the price for the Work as reflected in Contractor's fee summary attached hereto as **Exhibit C** ("**Fee Summary**") and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

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

C. ***Manner of Contractor's Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner acceptable to the District and shall be in accordance with all applicable standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. The Contractor warrants that the Work shall be free from any defects in workmanship and Contractor agrees to a warranty for a period of one year from completion of any portion of the Work to repair any deficiencies, fixes or touch-ups needed.

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

E. ***Rain Days.*** In the event that time is lost due to heavy rains ("**Rain Days**"), Contractor agrees to reschedule its employees and divide their time accordingly to

complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

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

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

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

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

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

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

H. ***Deficiencies***. Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars

($100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

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

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

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

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

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

N. ***Independent Contractor Status.*** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees

of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. ***Term.*** The term of this Agreement shall be from August 1, 2024, to September 30, 2025 ("**Year 1**"), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. ***Compensation.*** As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed _____ **Dollars ($_____)** per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C.**

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

D. ***Payments by the District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were

provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

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

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. **INSURANCE.**

A. ***Insurance Required***. Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance

coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

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

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

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

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

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

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least $1,000,000 per occurrence and $1,000,000 on aggregate.

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

employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

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

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

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

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

6. INDEMNIFICATION.

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

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

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's

responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

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

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

7. MISCELLANEOUS PROVISIONS

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

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

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

D. ***Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

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

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

fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

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

A. **If to the District:** Windward Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn.: District Manager, Jason Showe

With a copy to: Latham, Luna, Eden & Beaudine
201 S. Orange Ave, Ste. 1400
Orlando, Florida 32801
Attn.: District Counsel, Jan A. Carpenter, Esq.

B. **If to Contractor:** _____
_____
_____
Attn.: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next

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

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JBURNS@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

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

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

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

E-Verify.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statues*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

R. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

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

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

ATTEST:

WINDWARD COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____
☐ Secretary
☐ Assistant Secretary

_____

By:_____
☐ Chairperson
☐ Vice Chairperson

WITNESS:

[CONTRACTOR]

_____

By: _____
Its: _____

_____

By:_____
Its: _____

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

UNITED Land Services

Providing exceptional landscape services to partners across the state of Florida.

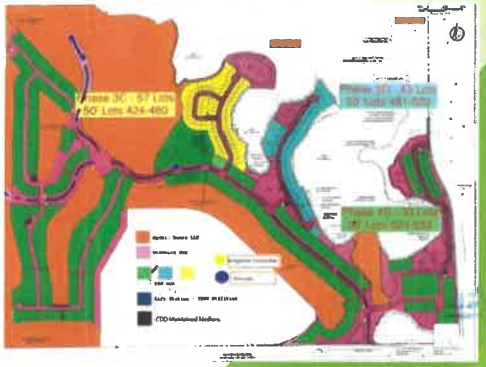
United We Grow!

Uniting partners through exceptional landscape services

SECTION J

REQUEST FOR PROPOSAL
Windward CDD

LANDSCAPE/GROUNDS MAINTENANCE SERVICES



CONTINUUM
SERVICES

PROPOSAL CONTENT

1. Cover Letter
2. Personnel
3. Experience
4. Understanding Of Scope Of Work
5. Financial Capability
6. Proposal/Price
7. Affidavits, Notarized Documents, COI

Dear Windward CDD Board of Directors:

At Weber Environmental, we are grateful for the opportunity to present a tailored proposal for the landscape grounds maintenance at Windmill CDD. Our unique Proposal has been meticulously crafted to meet your community-specific needs and expectations. We refer to this as our 'map of success, 'a strategic plan designed to guide your community from its current state to one that your residents will take pride in for years to come.

Map of Success Plan:

- **Company History and Leadership Plan:** Information about our company's experience, capabilities, and core values with the leadership plan for your property.
- **Safety and Equipment:** This will be a detailed report on safety protocols and the quality of our equipment. This will help the site be sustainable and environmentally conservation.
- **Understanding the Scope of Services:** This section outlines all services in the scope of work. It will show what we improve on the site and what you are doing well. This section will also include a 30-/60-day onboarding process.
- **Financial Capacity:** Our Company's Financial Standing and all licenses.
- **Investment:** Pricing for all areas of the CDD.

If you have any questions after reviewing the proposal, please contact us.

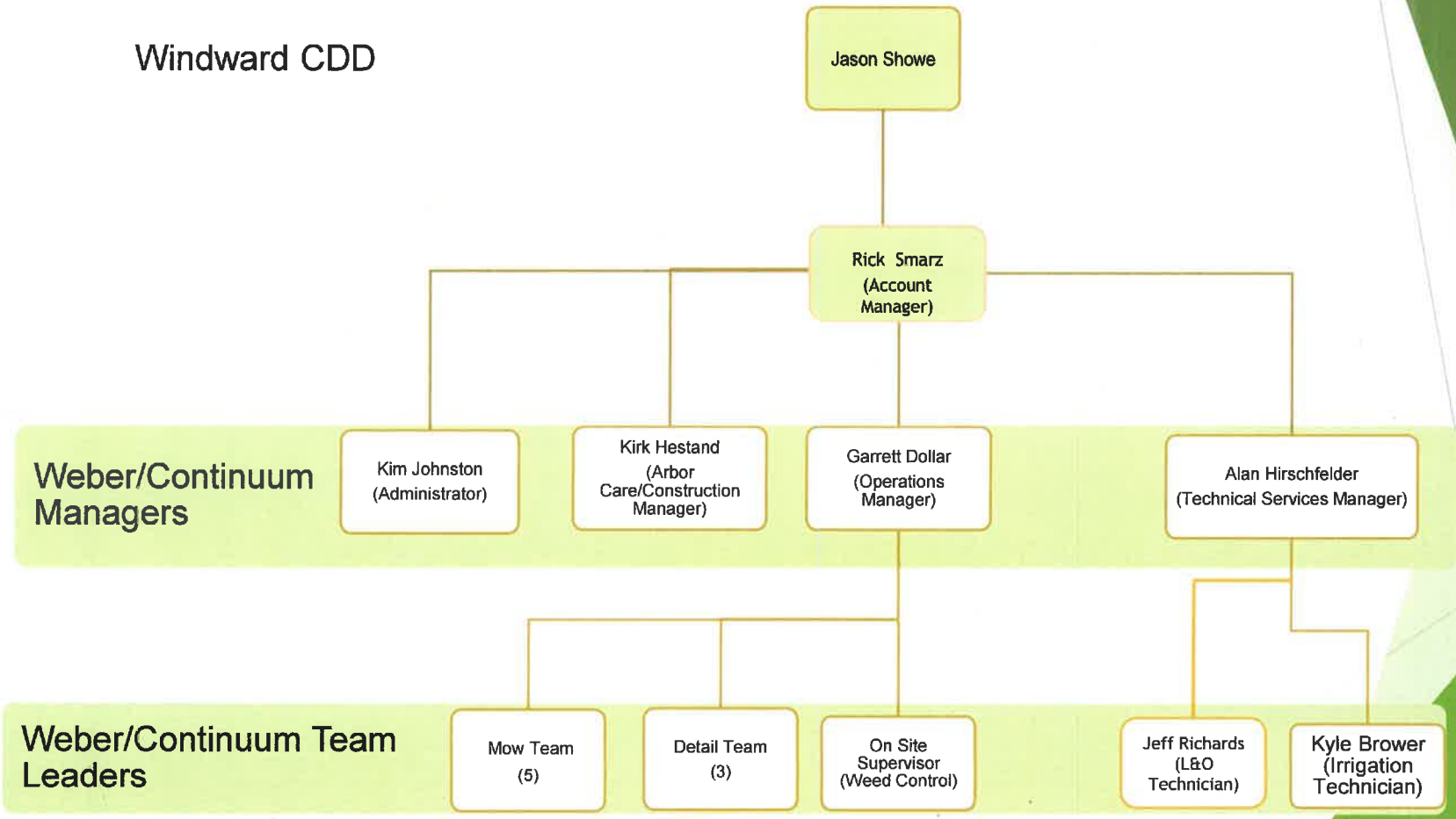
The Windmill CDD startup plan for the first 30 to 90 days is detailed. It proactively addresses Windmill CDD's needs and demonstrates our commitment to ensuring the property's landscape maintenance and improvement.

Miguel Botto
Director of Exterior Services

PERSONNEL

Service Team Organizational Chart

Windward CDD



Personnel Bios

Miguel Botto - Director of Exterior Services

Miguel's extensive career in the green industry, coupled with his education in Business Management/Horticulture Concentration from NC State University, uniquely positions him as a leader in serving others and delivering exceptional quality and service to customers. With 32 years of experience, Miguel possesses a deep understanding of the industry and a passion for cultivating and nurturing lasting relationships.

Since relocating to Orlando in 2004, Miguel has worked with high-profile clients, including renowned establishments such as the Ritz Carlton, the Grand Cypress Resort, and Marriott Vacation Club properties, The Villages CDDs, among others. His tenure in serving these prestigious properties underscores his commitment to excellence and his ability to consistently meet and exceed the expectations of his clients.

In his role, Miguel leads and inspires team members to deliver consistent quality and service. His leadership style is characterized by honesty, efficiency, and a deliberate focus on providing top-notch services. Miguel's dedication to building strong relationships and delivering exceptional results has earned him a reputation as a trusted partner in the Florida market.

With Miguel at the helm, customers can trust that they will receive personalized attention, expert guidance, and unparalleled service. His wealth of experience and commitment to excellence make him an invaluable asset to any project or partnership in the green industry.

Kirk Hestand - General Manager

Kirk's leadership extends beyond the Winter Haven operation to include oversight of the Arbor Care and Construction departments. His diverse experience ranges from owning and operating a nursery business to managing large landscape contracting operations across the Southeast. This breadth of experience has honed Kirk's skills in effectively managing landscapes of all sizes and complexities.

Having spent over two decades in Florida, Kirk has developed an intimate understanding of the unique challenges and requirements associated with managing Florida landscapes. His hands-on experience and knowledge of local conditions enable him to provide strategic guidance and solutions tailored to the region's specific needs.

One of Kirk's standout qualities is his ability to build strong relationships with clients, colleagues, and industry partners. His dedication to customer satisfaction and his commitment to delivering exceptional results have earned him a solid reputation and longevity in the industry.

With Kirk's leadership at the helm, Weber Environmental's Winter Haven operation is well-positioned to deliver top-quality services, innovative solutions, and lasting value to clients across the region. His passion for the green industry and his dedication to excellence make him an invaluable asset to the team.

Rick Smarz - Account Manager

Rick brings a wealth of experience and expertise to his role, making him an invaluable asset to the project. As a Florida native with over 20 years in the landscape industry, Rick has developed a deep understanding of the unique challenges and opportunities associated with managing landscapes in the region.

Rick's journey in the landscape industry began after graduating with a degree in Landscape Technology from Lake City in North Florida. Since then, he has honed his skills in landscape management, design, irrigation management, and pest control. His extensive experience spans servicing both commercial and government clients, providing him with a diverse skill set and a comprehensive understanding of industry best practices.

One of Rick's standout qualities is his ability to inspire teams to perform to contract specifications and provide innovative solutions to any situation. His leadership style is characterized by a combination of expertise, approachability, and a strong commitment to excellence. Rick's personable nature makes him well-suited to building strong relationships with both clients and team members, fostering a collaborative and productive work environment.

Alan Hirschfelder - Technical Services Manager (L&O and Irrigation)

Alan's extensive experience spanning over 20 years in the green industry and his diverse skill set make him an invaluable member of our team at Weber/Continuum. As the Technical Services Manager, he plays a crucial role in ensuring the success and efficiency of our operations.

Throughout his career, Alan has held multiple responsibilities within our business, allowing him to develop a comprehensive understanding of various aspects of the industry. His expertise in account management, horticulture, landscape installation, irrigation, and management enables him to provide invaluable insights and solutions to our clients' needs.

One of Alan's key responsibilities as the CPCO License holder is to ensure compliance with all licensing requirements and current best practices. He plays a pivotal role in keeping our spray technicians and other employees up to date on proper licensing and industry standards, thereby ensuring the highest level of quality and professionalism in our services.

Alan's attention to detail and industry expertise are evident in his work, and he approaches his role with enthusiasm and dedication. His commitment to excellence fosters confidence and pride in others, inspiring our team members to deliver exceptional results and uphold the highest standards of professionalism.

Overall, Alan's vast knowledge, experience, and leadership qualities make him a true asset for Weber/Continuum. We are fortunate to have him on our team, driving our success and helping us achieve our goals in the green industry.

Garrett Dollar - Operations Manager

Garrett brings over 15 years of experience in the green industry, making him a valuable asset to our team at Weber Environmental. His extensive horticultural knowledge and production skills are essential in ensuring that we consistently deliver on our contractual commitments and provide innovative solutions to our clients.

As a seasoned professional, Garrett understands the intricacies of horticulture and possesses the expertise needed to address the diverse needs of our clients. His deep understanding of plant care, maintenance techniques, and industry best practices enables him to effectively manage our service teams and ensure that they perform to the highest standards.

One of Garrett's primary responsibilities is to oversee our service teams and ensure that they stay on task on a weekly basis. He plays a crucial role in coordinating schedules, assigning tasks, and adjusting priorities as necessary to meet our clients' needs and expectations. His strong leadership skills and proactive approach help us maintain efficiency, productivity, and quality across all our projects.

Moreover, Garrett's ability to identify opportunities for improvement and implement process enhancements contributes to our ongoing success and client satisfaction. By continuously monitoring performance and refining our practices, Garrett helps us adapt to changing circumstances and deliver optimal results for our clients.

Overall, Garrett's dedication, expertise, and leadership make him an invaluable member of our team. His commitment to excellence and his passion for the green industry drive us to continually raise the bar and exceed our clients' expectations. We are fortunate to have Garrett on our team, leading the way towards success and growth.

Weber/Continuum CFL Locations

Headquarters
5935 K-Ville Avenue
Winter Haven, FL 33880

Apopka Office
203 W First Street
Apopka, FL 32703

Champions Gate Satellite
Champions Gate, FL

EXPERIENCE

Our Philosophy

Weber/Continuum prides itself on being laser-focused on landscape maintenance as its core business. This singular dedication allows us to excel in what we do by continually refining our processes to offer unparalleled service to our clients. By concentrating on this one aspect, we can ensure that every detail is meticulously attended to, resulting in best-in-class service delivery.

Moreover, our extensive experience in landscape design and construction adds a layer of value to our maintenance services. This expertise allows us to anticipate and address the evolving needs of properties as they mature over time. By offering comprehensive solutions, we can help our clients maintain the beauty and functionality of their landscapes for years to come.

Central to our success is the development of standardized systems and processes that ensure consistency and quality across our operations. By placing our people in close proximity to our clients and ensuring that the necessary resources are readily available, we can meet our clients' needs reliably and effectively.

Our strategic approach to growth and the meticulous management of our operations have been instrumental in our consistent and profitable expansion. This financial stability not only fuels our growth but also allows us to cultivate long-term relationships with clients who share our vision of partnership and mutual success.

At Weber/Continuum, our unwavering focus on doing one thing exceptionally well, coupled with our commitment to innovation and client satisfaction, sets us apart as leaders in the landscape maintenance industry.

Monthly Site Audits - Keeping Score!

At Weber/Continuum, we understand the importance of accountability in delivering the best results for our clients. That's why we believe in keeping score through regular landscape inspections conducted by our dedicated Account Managers.

Each month, our Account Managers perform thorough landscape inspections, documenting their findings with detailed reports that include photographs of various areas of the property. These reports serve as a snapshot in time, allowing our clients to see the results of our work and identify any opportunities for improvement.

Moreover, these monthly site audits serve as invaluable training tools for our team members. By regularly evaluating the quality and detail of our work, we can identify areas where further training or attention may be needed. This ongoing feedback loop helps us continuously improve and refine our services, ensuring that we consistently meet and exceed our clients' expectations.

At Weber/Continuum, we believe that accountability is key to delivering exceptional service. Through regular inspections and feedback mechanisms, we hold ourselves to the highest standards of quality and professionalism, ultimately providing our clients with landscapes that are not only beautiful but also well-maintained and cared for.

CONTINUUM SERVICES

CUSTOMER SITE EVALUATION

Job Site

Inspection Date	Jun 11, 2024
Job Name	*SAMPLE Quality Site Assessment - Future Client
Address	Site Street Address
City, State, Zip	City, State, Zip
Client Email	mbotto@continuumservices.com

Lawn

LAWN SERVICES 1 OF 2

Lawncare

Lawncare	Shrub Pruning
Result	Does not meet expectation
↳ **Comments**	↳ Tip prune Durantha to keep consistent height
Photo of Work	

LAWN SERVICES 2 OF 2

Lawncare

Lawncare	Shrub Pruning
Result	Does not meet expectation
↳ **Comments**	↳ Remove dead frond

Photo of Work

Plant Health

PLANT HEALTH

Plant Health

Plant Health	Turf Health
Result	Does not meet expectation
↳ **Comments**	↳ Treat Zoysia for fungal activity throughout the property

Photo of Work

Irrigation System

IRRIGATION SYSTEM

Irrigation System

Lawn Irrigation Status

Result Does not meet expectation

↳ **Comments** ↳ Check irrigation coverage and adjust run times to bring proper hydration to the turf

Photo of Work

Bedcare

Bedcare Bed Weed Control

Result Does not meet expectation

↳ **Comments** ↳ Spray vine (weed) in bed under Oleander

Photo of Work

Bedcare Bed Weed Control

Result Does not meet expectation

↳ **Comments** ↳ Spray weeds in tree rings throughout property

Photo of Work

Crack Weeds

CRACK WEEDS 1 OF 1

Crack Weeds

Crack Weeds Service	Pavement Weeds
Result	Does not meet expectation
↳ **Comments**	↳ Spray crack weeds!
Photo of Work	

Other

OTHER 1 OF 1

Other

Other Services	Improvement Opportunity
Result	Does not meet expectation

↳ **Comments**	↳ Proposal to replace dead tree
Photo of Work	

Job Summary

Job Summary	Does not meet expectation
↳ **Summary Notes**	↳ Irrigation and pest control issues are taking away from property quality. Both services must be approached methodically in a weekly basis to achieve consistency

Safety Items

Enter Safety Items for the Client	No safety items found on this inspection

Notification

Account Manager Email	bfrascarelli@continuumservices.com

Projects

With over 25 years of dedicated service to Central Florida, Weber/Continuum has established itself as a trusted leader in landscape management and related services. Our comprehensive offerings encompass landscape management, lawn and ornamental fertilization and pest control, irrigation management and water conservation, arboricultural care, as well as landscape design and construction.

Throughout our tenure, we have had the privilege of working on numerous prestigious projects, some of which include:

1. OMNI Resort at Champions Gate: We have been serving the OMNI Resort since 2010, generating $400,000 in annual contract revenue. Our ongoing partnership with this esteemed resort underscores our commitment to delivering exceptional service year after year.

2. Champions Gate CDD: Awarded in 2012, our contract with the Champions Gate Community Development District generates $375,000 in annual revenue. This project highlights our ability to maintain long-term relationships and consistently meet the needs of our clients.

3. Reunion West POA: Awarded in June of 2023, our contract with the Reunion West Property Owners Association represents a significant milestone, with $1,000,000 in annual contract revenue. This project demonstrates our continued growth and success in providing top-tier services to our clients.

4. Sandpiper HOA: Award in 2020. Our contract with the Sandpaper HOA generates $500,000 in annual revenue. This success highlights Weber/Continuum's expertise in delivering comprehensive landscape management solutions that align with the unique requirements of HOAs and similar community organizations.

At Weber/Continuum, we take great pride in our ability to cultivate longevity with our clients. The continued renewal of our contracts year over year is a testament to our unwavering commitment to delivering on our promises. Our success is built upon the foundation of robust systems and processes that enable us to stay on task while upholding the highest standards of quality and service.

As we look to the future, we remain dedicated to fostering lasting partnerships and exceeding the expectations of our clients across Central Florida.

References

OMNI Champions Gate
Jorge Aldave – DOE
(210) 800-3986
jorge.aldave@omnihotels.com

Champions Gate CDD
Evan Fracasso - Senior PM
(614) 361-7677
efracasso@championsgate.com

Reunion West POA
Aura Zelada - Community Manager
(706) 341-7055
manager@reunionwestpoa.com

UNDERSTANDING SCOPE OF WORK

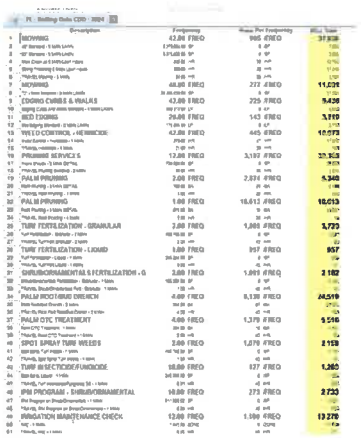
Estimating

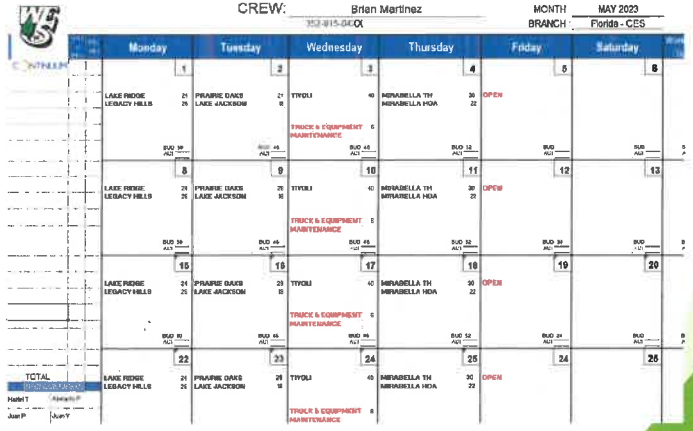
Weber/Continuum prides itself on its ability to provide cost-effective landscape management programs that not only enhance the aesthetic appeal of properties but also fit within a reasonable budget. Our success stems from a meticulous approach to estimating costs, incorporating both scientific methodologies and hands-on assessments of the properties we serve. This dedication ensures that we thoroughly understand the scope of work required to deliver exceptional landscapes and top-tier customer service.

Our estimating process involves extensive time investment from our teams, who meticulously analyze each property to determine the resources and effort needed. This thoroughness allows us to provide accurate cost estimates upfront, minimizing surprises and ensuring transparency with our clients.

Once a project is underway, we implement production planning techniques honed over years of experience. These methods, combined with our highly trained staff, enable us to efficiently deliver outstanding service while maximizing cost savings. By continually refining our production processes, we can pass these savings on to our clients without compromising on quality.

At Weber/Continuum, we believe that our commitment to excellence, paired with our scientific approach to estimating and production planning, sets us apart in delivering the best value to our clients.





Estimating (continuation)

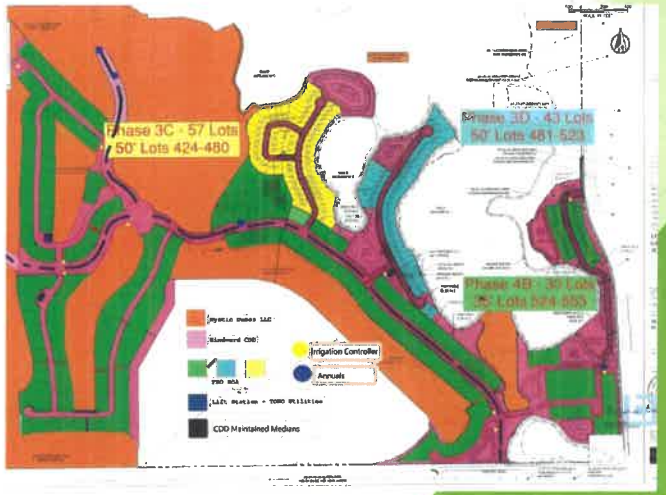
Absolutely, a clear understanding of the property boundaries, the scope of work required, and accurate measurements are essential components of a successful estimate. By meticulously assessing these factors, we can provide our clients with estimates that are not only accurate but also aligned with their expectations.

Good estimating isn't just about crunching numbers; it's about understanding the unique needs of each property and tailoring our services accordingly. By taking the time to thoroughly assess the property and discuss the client's requirements, we can ensure that our estimates are comprehensive and reflective of the work needed to achieve their desired outcomes.

Ultimately, good estimating sets the stage for success. When we provide our clients with accurate estimates that align with their expectations, we lay the foundation for a positive experience throughout the project. And when we execute the plan with precision and professionalism, we have the opportunity to delight our clients with results that exceed their expectations.

At Weber/Continuum, we understand the importance of good estimating in delivering exceptional service to our clients. By prioritizing accuracy, attention to detail, and clear communication, we strive to provide estimates that not only meet but exceed our clients' needs and expectations, setting the stage for successful outcomes and satisfied customers.

	Description	Frequency	Price Per Frequency	Bill Total
1	MOWING	42.00 FREQ	905 FREQ	37,900
2	[illegible]	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]	[illegible]
7	MOWING	40.00 FREQ	277 FREQ	11,081
8	[illegible]	[illegible]	[illegible]	[illegible]
9	EDGING CURBS & WALKS	42.00 FREQ	225 FREQ	9,438
10	[illegible]	[illegible]	[illegible]	[illegible]
11	BED EDGING	26.00 FREQ	143 FREQ	3,718
12	[illegible]	[illegible]	[illegible]	[illegible]
13	WEED CONTROL - HERBICIDE	42.00 FREQ	445 FREQ	18,670
14	[illegible]	[illegible]	[illegible]	[illegible]
15	[illegible]	[illegible]	[illegible]	[illegible]
16	PRUNING SERVICES	12.00 FREQ	3,107 FREQ	36,380
17	[illegible]	[illegible]	[illegible]	[illegible]
18	[illegible]	[illegible]	[illegible]	[illegible]
19	PALM PRUNING	2.00 FREQ	2,674 FREQ	5,348
20	[illegible]	[illegible]	[illegible]	[illegible]
21	[illegible]	[illegible]	[illegible]	[illegible]
22	PALM PRUNING	1.00 FREQ	18,813 FREQ	18,813
23	[illegible]	[illegible]	[illegible]	[illegible]
24	[illegible]	[illegible]	[illegible]	[illegible]
25	TURF FERTILIZATION - GRANULAR	2.00 FREQ	1,860 FREQ	3,720
26	[illegible]	[illegible]	[illegible]	[illegible]
27	[illegible]	[illegible]	[illegible]	[illegible]
28	TURF FERTILIZATION - LIQUID	1.00 FREQ	957 FREQ	957
29	[illegible]	[illegible]	[illegible]	[illegible]
30	[illegible]	[illegible]	[illegible]	[illegible]
31	SHRUB/ORNAMENTALS FERTILIZATION - II	2.00 FREQ	1,091 FREQ	2,182
32	[illegible]	[illegible]	[illegible]	[illegible]
33	[illegible]	[illegible]	[illegible]	[illegible]
34	PALM ROOT/BUD DRENCH	4.00 FREQ	8,130 FREQ	24,518
35	[illegible]	[illegible]	[illegible]	[illegible]
36	[illegible]	[illegible]	[illegible]	[illegible]
37	PALM OTC TREATMENT	4.00 FREQ	1,379 FREQ	5,519
38	[illegible]	[illegible]	[illegible]	[illegible]
39	[illegible]	[illegible]	[illegible]	[illegible]
40	SPOT SPRAY TURF WEEDS	2.00 FREQ	1,079 FREQ	2,159
41	[illegible]	[illegible]	[illegible]	[illegible]
42	[illegible]	[illegible]	[illegible]	[illegible]
43	TURF INSECTICIDE/FUNGICIDE	10.00 FREQ	127 FREQ	1,288
44	[illegible]	[illegible]	[illegible]	[illegible]
45	[illegible]	[illegible]	[illegible]	[illegible]
46	IPM PROGRAM - SHRUB/ORNAMENTAL	10.00 FREQ	273 FREQ	2,733
47	[illegible]	[illegible]	[illegible]	[illegible]
48	[illegible]	[illegible]	[illegible]	[illegible]
49	IRRIGATION MAINTENANCE CHECK	12.00 FREQ	1,106 FREQ	13,270
50	[illegible]	[illegible]	[illegible]	[illegible]
51	[illegible]	[illegible]	[illegible]	[illegible]



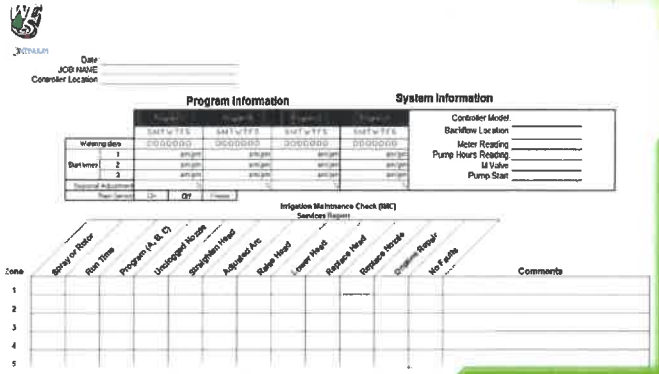
Comprehensive Water Management

Weber/Continuum embraces a horticultural approach to water management, emphasizing the importance of delivering the appropriate amount of water to specific areas at optimal times. This strategy ensures that landscapes receive the necessary hydration while conserving water resources and adhering to watering restrictions.

Our team has dedicated significant effort to developing and refining water management techniques that align with seasonal variations and the unique needs of different landscapes. This commitment allows us to provide tailored solutions that promote healthy plant growth and turf vitality throughout the year.

In regions like Florida, where seasonal changes can significantly impact plant health, we prioritize strategies that encourage the development of robust root systems, particularly during the cooler winter months. By fostering deeper root growth during this time, we lay the foundation for resilient landscapes that can thrive during the active growing season.

At Weber/Continuum, our approach to water management extends beyond mere irrigation; it reflects a deep understanding of the nuanced requirements of diverse landscapes and seasons. By integrating horticultural principles into our practices, we not only ensure the sustainability of water usage but also promote the long-term health and beauty of the landscapes we manage.



Pruning Practices

At Weber/Continuum, we understand the importance of proper pruning techniques, and we prioritize the training of our teams to ensure they are equipped with the knowledge and skills to execute best practices. Our team members receive comprehensive training on pruning methods specific to various plant species, growth habits, and seasonal requirements.

Some key principles of proper pruning techniques include:

Understanding Plant Biology: Before pruning plants, it's essential to thoroughly understand their biology and growth habits. This includes knowing when and how much to prune and identifying any potential risks or vulnerabilities.

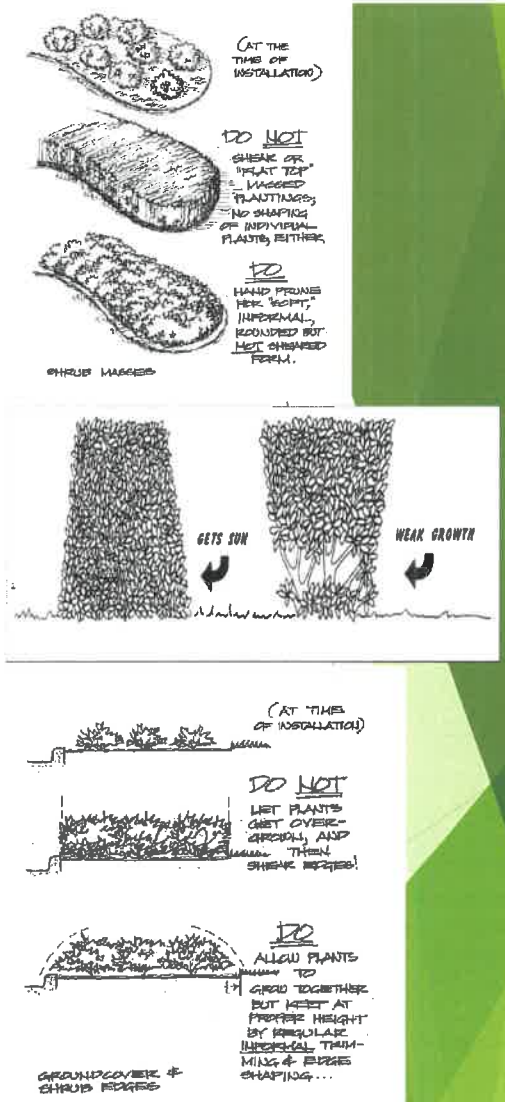
Selective Pruning: Rather than indiscriminate cutting, selective pruning involves carefully targeting specific branches or growth points to achieve desired outcomes. This approach helps maintain the plant's natural shape and balance while removing dead, diseased, or damaged branches.

Proper Tools and Equipment: Using the right tools and equipment is critical for achieving clean, precise cuts and minimizing plant damage. Sharp, clean pruning tools such as hand pruners, loppers, and saws are essential for effective pruning.

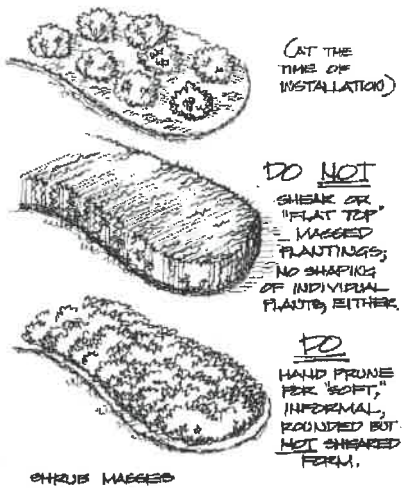
Pruning Timing: Timing is key when it comes to pruning. While some plants benefit from pruning during the dormant season, others may require pruning after flowering or during specific growth stages. Understanding the optimal timing for pruning each plant species is essential for promoting healthy growth and flowering.

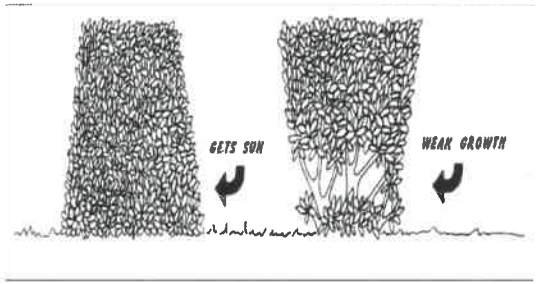
Safety Measures: Safety should always be a top priority when pruning. This includes wearing appropriate personal protective equipment, such as gloves and eye protection, as well as taking precautions to avoid injury from falling branches or equipment.

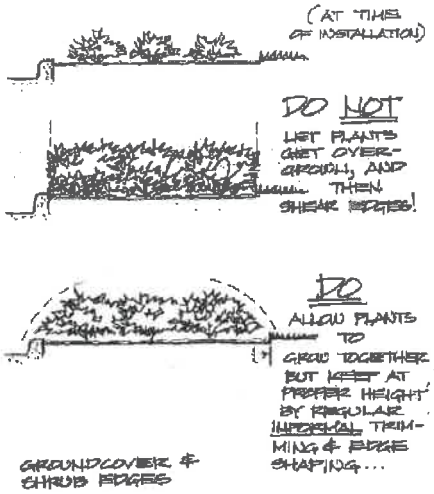
By ensuring that our teams are properly trained in best pruning practices, we can effectively maintain the health, beauty, and longevity of our clients' landscapes. At Weber/Continuum, we are committed to delivering exceptional service by adhering to industry best practices and providing our clients with landscapes that thrive year-round.



Pruning Practices Examples







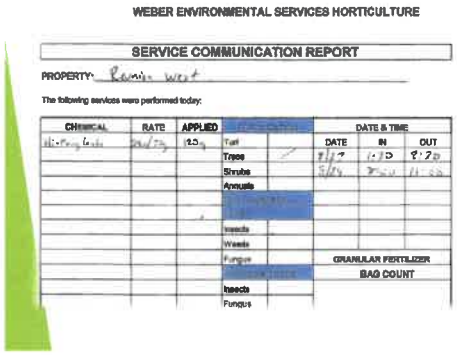
Horticultural Services

At Weber/Continuum, we pride ourselves on providing horticultural services that are seamlessly integrated into our clients' landscapes, often unnoticed during their execution. However, the exceptional results of our services become unmistakably apparent when delivered with timeliness and consistency.

We adhere meticulously to the contracted scope for all lawn and ornamental services, ensuring that our clients receive precisely what they've agreed upon. Additionally, we remain at the forefront of our industry by staying abreast of new products and adopting best practices. This commitment to ongoing education and innovation allows us to continually enhance the quality of our services.

Our Integrated Pest Management (IPM) program exemplifies our dedication to excellence. We recognize that IPM is not only a cornerstone of effective pest control but also a vital investment in maintaining the health and vitality of our clients' landscapes. By implementing sustainable, environmentally responsible pest management strategies, we not only protect the beauty of our clients' properties but also contribute to the overall well-being of the ecosystem.

Furthermore, we understand that our clients value transparency and peace of mind. That's why we provide accurate application reports, offering detailed insights into the work performed on their landscapes. These reports not only demonstrate the efficacy of our services but also provide assurance that their landscapes are in capable hands.
At Weber/Continuum, our commitment to delivering exceptional horticultural services goes beyond mere maintenance—it's about cultivating thriving, sustainable landscapes that exceed our clients' expectations while preserving the beauty of our natural environment.



WEBER ENVIRONMENTAL SERVICES HORTICULTURE

SERVICE COMMUNICATION REPORT

PROPERTY: Ramin West

The following services were performed today:

CHEMICAL	RATE	APPLIED			DATE & TIME		
			Turf		DATE	IN	OUT
			Trees	✓			
			Shrubs				
			Annuals				
			Insects				
			Weeds				
			Fungus		GRANULAR FERTILIZER		
					BAG COUNT		
			Insects				
			Fungus				

WEBER ENVIRONMENTAL SERVICES HORTICULTURE

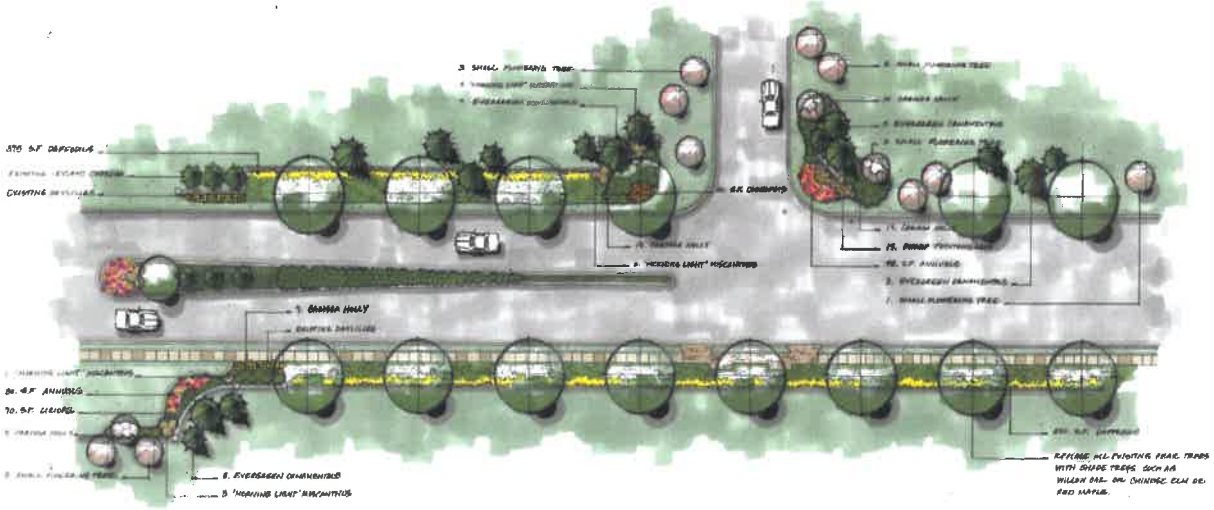
SERVICE COMMUNICATION REPORT

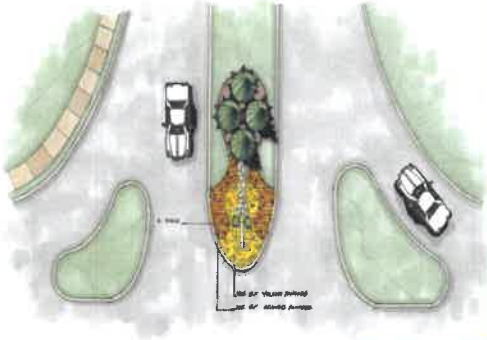
PROPERTY: Ramin West

The following services were performed today:

CHEMICAL	RATE	APPLIED			DATE & TIME		
			Turf		DATE	IN	OUT
			Trees				
			Shrubs				
			Annuals				
			Insects	✓			
			Weeds				
			Fungus		GRANULAR FERTILIZER		
					BAG COUNT		
			Insects				
			Fungus				

Design Capabilities





Our Start Plan

First 30 Days

- Meet with the Property Manager and Board Members
  - Scope of work
  - Goals and concerns
  - Present a 12-month service calendar (highlighting scheduled service dates for specific operations)
- Complete an irrigation evaluation of the system and report deficiencies and what is needed for corrective actions.
- Weber quality site assessment to Identify areas of concern
  - Struggles with plant materials
  - Dry areas/turf health
  - Palms/tree pruning
- Present a property improvement plan.
- Weekly Account Manager site visits
  - Monthly detailed property site evaluation

30 to 90 days

- Walk property with property manager and board.
- Carry on with improvements and irrigation inspections.
- Counting routine maintenance
- Continue bed separation in all planting beds.
- Retreat turf weeds.
- Continue weed control applications throughout the property.
- Treat any weed insect or disease issues with plants and trees upon approval

Our Results

FINANCIAL CAPABILITY

Who We Are

Weber/Continuum stands as a market leader in comprehensive facility operations, offering a single source solution for both interior and exterior needs. With a presence in seven states, including Florida, Ohio, Indiana, Tennessee, Missouri, Michigan, and New Hampshire, we provide unparalleled service on a national scale.

As part of Continuum Services, a company boasting a revenue of over $50 million and a workforce exceeding 3,000 employees nationwide, we have the resources and expertise to deliver exceptional results. Our Exterior Services division alone executes over $30 million in landscaping contracts annually, showcasing our commitment to superb quality and customer satisfaction.

Our success is not just measured in revenue, but in the enduring partnerships we cultivate with our clients. With a high renewal rate in the industry, we prioritize integrity and doing what is right, laying the foundation for strong, long-lasting relationships.

Backed by REDICO (Real Estate Development and Investment Company), our parent company, we draw upon a wealth of experience, stability, and respect in the real estate sector. REDICO's innovative and ambitious approach to diversification complements our own, further enhancing our capabilities and positioning us as trusted leaders in the industry.

Central to our success is our leadership team's combined experience, which enables us to attract and invest in top talent in each market we serve. By providing our employees with the necessary resources and support, we empower them to consistently deliver exceptional service to our clients.

At Weber/Continuum, we are more than just a local landscape service provider; we are a trusted partner, driven by financial strength, robust processes, and a commitment to excellence in everything we do.

Financial information available upon request.

Current Assets

Providing proper resources is key to ensuring efficient operations and, ultimately, success for our teams. These resources can encompass a wide range of elements, including:

Equipment and Tools: Equipping our teams with the right tools and equipment for the job is essential for efficiency and productivity. From landscaping machinery to irrigation tools, having access to high-quality resources enables our teams to work effectively and safely.

Training and Development: Investing in the training and development of our team members is crucial for fostering their skills and expertise. By providing ongoing training opportunities and professional development programs, we empower our teams to continuously improve and adapt to evolving industry standards and best practices.

Materials and Supplies: Ensuring that our teams have access to the necessary materials and supplies is essential for seamless operations. Whether it's fertilizers and pesticides for lawn care or plants and mulch for landscaping projects, having sufficient supplies on hand allows our teams to complete their tasks efficiently without delays.

Technology and Software: Utilizing modern technology and software solutions can greatly enhance the efficiency of our operations. From project management tools to GPS tracking systems, leveraging technology enables us to streamline processes, track progress, and optimize resource allocation.

Support and Communication: Providing adequate support and fostering open communication

Small Power Equipment	
String Trimmer	36
Stick Edger	48
Backpack Blower	65
Mowers	63
Chain Saw	24
Tiller	6
Hedge Trimmers	38
Street Blower	8

Insect/Pest Management Equipment	
50 Gallon Spray Units	8
Z Spray Units	6
Fertilizer Spreader Units	16
Vortex Fertilizer Spreader	2

Assets	Qty in Florida	Company Total
Isuzu NPR Mow/Detail	31	48
Ford Trucks	2	27
Isuzu Landscape Truck	3	3
Landscape Trailer	6	13
Irrigation & Spray Vehicles	11	18
Utility Vehicle	18	32
Arbor Care (includes lift and grapple truck)	7	87
Vehicles – Mgt/AM/OM	12	25

PROPOSAL/PRICE

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, Miguel Botto REPRESENTING Weber Environmental Services, LLC Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/specifications at the following prices:

I.	**Contract Proposal Amount:** *(Please provide an average of all five years of pricing)*	$ 390,698.40
	Annual Total, Year 1:	$ 371,484.00
	Annual Total, Year 2:	$ 381,700.00
	Annual Total, Year 3:	$ 391,242.00
	Annual Total, Year 4:	$ 401,024.00
	Annual Total, Year 5:	$ 408,042.00

II. Proposer Information

NAME OF PROPOSER: Weber Environmental Services, LLC

ADDRESS: 5935 K-Ville Avenue, Winter Haven, FL 33880

PHONE: (863) 551-1820 FAX: (863) 551-1639

SIGNATURE: _____

PRINTED NAME: Miguel Botto

TITLE: Director of Exterior Services - FL

DATE: June 12th 2024

Windward CDD Landscape Fee Summary

October 1st 2024 through September 30th 2025)

Contractor: Weber ES/Continuum Services

Address: 5935 K-Ville Avenue
Winter Haven, FL 33880
Phone: 407-840-0889
Fax:
Contact: Miguel Botto
Email: mbotto@continuumservices.com

Property: Windward CDD

Address: 219 E. Livingston St.
Orlando, FL 32801
Phone: 407-750-3599

Contact: Csmith@gmscfl.com
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	24,763	24,763	24,763	24,763	24,763	24,763	24,763	24,763	24,763	24,763	24,763	24,763	$297,156
TURF CARE (Schedule B) Bahia/St Augustine Fert	2,952		2,952	2,952	2,952	2,952		2,952	2,952		2,952	2,952	$26,568
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert	1,020	4,158	1,020	1,020	4,158	1,020	1,020	4,158	1,020	1,020	4,158	1,020	$24,792
BED DRESSING - Estimate mulch yds (Schedule E - B.) *Per Yard Pricing: $46*					34,040 *740*						34,040 *740*		$68,080
PALM TRIMMING (Schedule E - C.) *Per Palm Price: $35.00*			10,464						2,304				$12,768
ANNUAL CHANGES (Schedule E - A.) *Per Annual Pricing: $2.30*	2,760 *1,200*			2,760 *1,200*			2,760 *1,200*			2,760 *1,200*			$11,040
IRRIGATION MAINT. (Schedule D)	1,914	1,914	1,914	1,914	1,914	1,914	1,914	1,914	1,914	1,914	1,914	1,914	$22,968
TOTAL FEE PER MONTH:	$33,409	$30,835	$41,113	$33,409	$67,827	$30,649	$30,457	$33,787	$32,953	$30,457	$67,827	$30,649	$463,372
Flat Fee Schedule	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$463,372

Essential Services Mowing/Detailing/Irrigation/Fert and F	$371,484
Extra Services Annual Changes, Palm Pruning, Mulc	$91,888
TOTAL	$463,372.00

Initials_____ _____

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Weber Environmental Services, LLC

Street Address 5935 K-Ville Avenue

P. O. Box (if any) N/A

City Winter Haven State FL Zip Code 33880

Telephone (863) 551-1820 Fax no. (863) 551-1639

1st Contact Name Miguel Botto Title Director

2nd Contact Name Marc Goodhart Title Vice President

Parent Company Name (if any) Continuum Services

Street Address 23640 Research Drive

P. O. Box (if any) N/A

City Farmington Hills State MI Zip Code 48335

Telephone (248) 286-5200 Fax no. (734) 744-5155

1st Contact Name Marc Goodhart Title Vice President

2nd Contact Name Bernie Frascarelli Title VP of Sales

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes X No ___

If no, please explain N/A

_____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes x No ___

If no, please explain _____

_____

_____

- *What are the Proposer's current insurance limits?*

General Liability	$_____
Automobile Liability	$_____
Workers Compensation	$_____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

_____

_____

_____

_____

_____

_____

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 203 W First Street

P. O. Box (if any) _____

City Apopka State FL Zip Code 32703

Telephone (683) Fax no. (863) 551-1639

1st Contact Name Rick Smarz Title Account Manager

2nd Contact Name Miguel Botto Title Director

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

2 Supervisors, who will be onsite 2 days per week;
2 Technical personnel, who will be onsite 1 days per week; and
7 Laborers, who will be onsite ___ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes x No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: Alan Hirschfelder

Position / Certifications: Technical Services Manager

Duties / Responsibilities: Manage Irrigation + Lawn & Ornamental Departments

% of Time to Be Dedicated to This Project: 5 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Various properties in CFL

Contact: See proposal package Contact Phone: _____

Project Type/Description: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*
  Weber ES, LLC e-verifies, background checks, drug screens all employees.

  Proof will be provided upon request.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

  See proposal package.

OFFICERS

PROPOSER: Weber Environmental Services, LLC DATE: June 12 2024

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Miguel Botto	Director of Exterior Services	Florida Market	Altamonte Springs, FL
Kirk Hestand	General Manager	Orlando Market	Lakeland, FL
FOR PARENT COMPANY (if applicable)			
Ted Spicer	COO	Continuum Services	Detroit, MI
Chris Green	CFO	Continuum Services	Detroit, MI
Marc Goodhart	VP Operations	Continuum Services	Detroit, MI

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Weber Environmental Services, LLC DATE: June 12 2024

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
	See proposal package.		

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
  Yes x *No* ___
  If yes, please provide the following information for each project (attach additional sheets if necessary):

  Project Name/Location: Geneva Landings CDD

  Contact: Marshall Tindall Contact Phone: (407) 841-5524

  Project Type/Description: _____

  Dollar Amount of Contract: _____

  Scope of Services for Project: Full service landscape management and contracting

  _____

  _____

  _____

  Dates Serviced: 2019 - present

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

  2023 = in excess of $13,500,000.00

  2022 = in excess of $11,000,000.00

  2021 = in excess of $9,000,000.00

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

  Project Name/Location: See proposal package.

  Contact: _____ Contact Phone: _____

  Project Type/Description: _____

  Dollar Amount of Contract: _____

  How was the project similar to this project? _____

  _____

  _____

  _____

  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (X) If yes, please explain:*

N/A

PROPOSAL FORM
PART IV - PRICING

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the "Pricing Form"). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

(407) 841

AFFIDAVITS AND NOTARIZED DOCUMENTS & CERTIFICTAE OF INSURANCE

CONTINUUM
SERVICES

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, appeared the affiant, MIGUEL BOTTO and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of DES-FL for WEBER ES, LLC ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1 dated JUNE 7, 2024

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 12 day of June, 2024.

Proposer: WEBER ES, LLC
By: MIGUEL BOTTO
Title: DIRECTOR OF EXTERIOR SERVICES

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 12 day of June, 2024, by Miguel Botto of _____, who is ☑ personally known to me or ☐ who has produced _____ as identification, and ☑ did or ☐ did not take the oath.

Notary Public, State of Florida
Print Name: Angel Soto
Commission No.: HH 421715
My Commission Expires: Jul. 13, 2027

ANGEL PEREZ-SOTO
Notary Public - State of Florida
Commission # HH 421715
My Comm. Expires Jul 13, 2027
Bonded through National Notary Assn.

PROPOSAL FORM
SIGNATURE PAGE

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

Dated this 12 day of June, 2024.

Proposer: WEBER ES, LLC
By: MIGUEL BOTTO
Title: DIRECTOR OF EXTERNAL SALES

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 12 day of June, 2024, by Miguel Botto of _____, who is ☑ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida
Print Name: Angel Soto
Commission No.: HH 421715
My Commission Expires: 7/13/27

ANGEL PEREZ-SOTO
Notary Public - State of Florida
Commission # HH 421715
My Comm. Expires Jul 13, 2027
Bonded through National Notary Assn.

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: Weber ES, LLC

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

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    ✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

Signature of Authorized Signatory of Proposer

Sworn before me on Jan 12, 2024

Notary Public Signature

ANGEL PEREZ-SOTO
Notary Public - State of Florida
Commission # HH 421715
My Comm. Expires Jul 13, 2027
Bonded through National Notary Assn.

Notary Stamp

Windward Community Development District

Addendum #1
Windward CDD RFP 2024
Landscape Maintenance Services

June 7, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

CLARIFICATIONS/QUESTIONS:

Q1: How many mow cycles should we propose for this bid?

A1: Propose 42 mow cycles.

Q2: II.6. Familiarity With the Project: In regards to the "as is" condition of acceptance, will a remediation priced as a one-time additional billable service be permitted if the conditions of the site are not up to the standard expected by the CDD? Who will be responsible for this remediation?

A2: A one time service proposal for elements that the proposer believes need immediate remediation can be provided by the proposer at any time. The expectation is that the proposers service over time will improve the site conditions to a satisfactory state. Fair consideration for current conditions and the time it takes to accomplish these changes will be considered.

Q3: Is the current condition of the site up to the standard expected by the CDD?

A3: No. The site has much needed improvement at this time.

Windward Community Development District

Q4: II.15.J: Will the certificate of insurance required Windward CDD to be listed as additional insured?

A4: Yes.

Q5: II.20. Mandatory and Permissive Requirements: The requirement that bidders attend the Mandatory Pre-Proposal Meeting conflicts with prior information that there is no mandatory pre-proposal meeting for this bid. Please confirm.

A5: There was no Pre-bid meeting therefore no mandatory attendance.

Q6: If the open site visit period serves as a mandatory pre-bid for this bid, please provide a list of bidders who have conducted site visits during this period.

A6: There was no mandatory pre-bid meeting of any kind. The information of what bidders provided proposals for the site for this RFP will be available after the bids are opened.

Q7: Windward CDD Landscape Fee Summary: Will per-application mulch amounts in square yards be required in the fields for which these applications will be performed (i.e. columns "May" and "Nov" in row "BED DRESSING – Estimate mulch yds")

A7: Mulch is to be proposed in cubic yards. Yes the fee summary requires bidders to propose how many yards will be used per application.

Q8: Windward CDD Landscape Fee Summary: Does the requested mulch yards estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A8: Cubic Yards.

Q9: Windward CDD Landscape Fee Summary: Palm pruning is listed as an "Extra Service" alongside annual changes and mulch, while previously only annual changes and mulch were to be considered extra services. Please verify that palm pruning will be considered an extra service not to be included in the base contract amount.

A9: Palm pruning is labeled under the "Extra Services". The contract can be written to include Extra services or not. That is at the board's discretion, but all bidders must include numbers for these services.

Q10: Scope of Services.Clarification.3: Do the yards of mulch provided in the CDD's estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A10: Cubic yards.

Q11: Scope of Services.Clarification.4: The CDD estimates 1200 annuals to be changed per rotation. However, in the Landscape Fee Summary, a note indicates that there are "None at this time". Please clarify these conflicting notes.

A11: "None at this time" is an error. The bid is for 1200 estimated annuals.

Windward Community Development District

Q12: Scope of Services.Clarification.5: How many bags are required to be stocked per dog station?

A12: The intent is that the stations remain stocked at all times. Each station has different levels of usage. The bidder will have to estimate bag quantity to stock each week during their service of the stations.

Q13: Scope of Services.Clarification.5: Are bag rolls or bag boxes preferred for dog stations? Which size for each?

A13: The final decision will be left up to the bidder as long as the stations are user friendly and remain stocked. Please review onsite stations for what is currently used.

Q14: Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.

A14: This is defined in the Staffing section under General Services- Component "A" of the scope.

Q15: Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated? Is there any other unirrigated turf on the site outside of pond areas and banks?

A15: All pond banks are unirrigated. There are some other unirrigated spaces. The vendor will need to perform a site review for clarification. Only pond banks pertain to the 32 times annual mow schedule.

Q16: Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".

A16: Focal = Relating to the center or main points of interest. This includes entry monuments, annual beds, etc.

Q17: Landscape Scope of Work.General Services.Detailing: "A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations." This conflicts with prior information stating that detailing will occur once every three weeks, or approximately 17 times per year. Please clarify these conflicting notes.

A17: The property should be divided into thirds and a portion done each week. This requires a visit each week for 52 weeks annually.

Windward Community Development District

Q18: Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.

A18: Please refer to the scope and any best recommended practices the bidder uses for these services. This is something that can change based on weather conditions or bloom cycles.

Q19: Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.

A19: Trash should be removed from all service areas when they are being serviced. At a base level that is whenever an area is mowed, and yes when an area is detailed every three weeks. Additional trash pickup may be required in some areas at management request.

Q20: Please provide a breakdown of St. Augustine, Bahia, and Zoysia turf areas.

A20: The service map provided should be used to generate the bid. Bidders are responsible to review the site and determine turf locations throughout the site. The CDD will not provide that information for this bid. The CDD does not have this information readily available.

Q21: Turf Care Program. Bahia – Where Applicable (Irrigated areas only): Please define irrigated areas as they pertain to Bahia turf. Will only irrigated Bahia receive chemical applications, or are irrigated areas synonymous with Bahia areas?

A21: Irrigated areas as they pertain to Bahia turf would be any Bahia turf area that received irrigation. Yes, only irrigated Bahia areas will receive chemical applications.

Q22: Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.

A22: None at this time.

Q23: Please provide an irrigation zone count.

A23: The CDD does not have a count of exact irrigation zone quantities. Bidders are expected to provide their best estimate based on a review of the property. An exact count of the zones is not necessary to provide a bid.

Q24: Irrigation Maintenance.Frequency of Service: Will material costs for all repairs, including those under $500, be considered an additional billable service beyond the hourly irrigation repair rate provided?

A24: Yes. Please refer to Component D for items included in the inspection and those that are extra billable services.

Q25: Please confirm that only areas outlined in pink on the provided map will be included under this bid.

A25: That is correct.

Windward Community Development District

Q26: Please provide current contract.

A26: The current contract is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking the current contract is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com *and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.*

Q27: Please provide previous bid tab.

A27: The previous bid tab is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum: Anyone seeking district records is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com *and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.*

Q28: Please provide the name of current service provider.

A28: The property is currently serviced by Juniper.

Q29: Do additional fee summary schedules need to be copied and filled for all 5 years of pricing?

A29: No. Please provide a fee summary for the first year and list the additional years inside the bid packet where allocated.

Q30: Is there a maximum allowable annual increase in pricing between years?

A30: No. There are no parameters or restrictions on increases. Of course any annual increases will be reviewed by the board and is subject to board approval

Windward Community Development District

Please sign and return with your bid packet. Attach this form to your bids.

NAME OF FIRM: WEBER ES, LLC

SIGNATURE: _____

DATE: 6/12/2024

Client#: 239739 CONTSER3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/06/2024

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

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

PRODUCER
Huntington Insurance, Inc.
1040 E. Maple Rd.
Birmingham, MI 48009
888 576-7900

CONTACT NAME: Matt Johnson
PHONE (A/C, No, Ext): 888 576-7900 FAX (A/C, No):
E-MAIL ADDRESS: Matt.Johnson@huntington.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nat'l Fire Ins Co of Hartford	20478
INSURER B : Continental Insurance Co	35289
INSURER C : Accident Fund Insurance Comp of America	10166
INSURER D : Valley Forge Insurance Co	20508
INSURER E :	
INSURER F :	

INSURED
Weber Environmental Services LLC
5935 SR 542 West
Winter Haven, FL 33880

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	7040401458	10/01/2023	10/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X BI/PD Ded:2,000						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY	X	X	7040400942	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR	X	X	7040401461	10/01/2023	10/01/2024	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	AFWCP100111510	02/20/2024	02/20/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

KB Home and its subsidiaries and affiliates are additional insured on the general liability per the attached blanket additional insured form CNA75097XX1016.
General liability coverage is primary and non-contributory per attached form CNA75097XX1016.
Blanket Waiver of subrogation is included under the general liability per attached form CNA74705XX0115 and worker's compensation/employers liability per attached form WC000313484.
Re: Any and all work performed for certificate holder.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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We appreciate your consideration and look forward to partnering with you to provide best in class landscape management service.

SECTION k.

Landscape & Irrigation Maintenance Proposal

Prepared for

Windward CDD

June 2024

YELLOWSTONE
LANDSCAPE

407-396-0529 tel

1773 Business Center Lane
Kissimmee, FL 34758

May 28, 2024

Jarett Wright, Field Manager
219 E. Livingston Street
Orlando, FL 32801
407-841-5524

Re: Response to Proposal Landscape and Irrigation Maintenance Services for Windward Community Development District

To Mr. Wright and Committee,

Thank you for the opportunity to bid the landscape maintenance for the Windward Community Development District. Our proposal has been created to address your specific needs and expectations.

Our enclosed proposal includes the following sections:

- **Required Documents:** Proposal forms included in your RFP, as well as notarized documents.
- **Personnel:** Information about our company and local offices, our management staff allocated to serving your community, and a summary of how plan we organize our service crews.
- **Experience & References:** Examples of our current projects, which are similar in scope to your needs and expectations, and references for these projects.
- **Startup Plan:** Our 30-60-90 Day Plan that outlines what our maintenance crew, irrigation team, fert/chem team, and account manager will accomplish in the first 90 days. This also includes a letter describing how we intend to accomplish all landscaping tasks outlined in your scope of work.
- **Pricing Summaries:** Completed pricing forms from your RFP.

We welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that Windward CDD can be proud of.

Sincerely,

Nicole Ailes

Nicole Ailes
Business Development Manager
Yellowstone Landscape
nailes@yellowstonelandscape.com
559-977-4719

YELLOWSTONE LANDSCAPE

Windward CDD

REQUIRED DOCUMENTS

Excellence
IN COMMERCIAL LANDSCAPING

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Orange

Before me, the undersigned authority, appeared the affiant, Nicole Ailes, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Development Manager for Yellowstone Landscape- Southeast, LLC ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Windward Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1 dated 6/7/24

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 10th day of June, 2024.

Proposer: Yellowstone Landscape- Southeast, LLC
By: Nicole Ailes
Title: Business Development Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 10th day of June, 2024, by Nicole Ailes of Yellowstone Landscape, who is ☑ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☑ did not take the oath.

Notary Public State of Florida
Sherry Lynn Folda
My Commission HH 007582
Expires 06/17/2024

Sherry Lynn Folda
Notary Public, State of Florida
Print Name: Sherry Lynn Folda
Commission No.: HH007582
My Commission Expires: June 17, 2024

Windward Community Development District

Addendum #1
Windward CDD RFP 2024
Landscape Maintenance Services

June 7, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

CLARIFICATIONS/QUESTIONS:

Q1: How many mow cycles should we propose for this bid?

A1: Propose 42 mow cycles.

Q2: II.6. Familiarity With the Project: In regards to the "as is" condition of acceptance, will a remediation priced as a one-time additional billable service be permitted if the conditions of the site are not up to the standard expected by the CDD? Who will be responsible for this remediation?

A2: A one time service proposal for elements that the proposer believes need immediate remediation can be provided by the proposer at any time. The expectation is that the proposers service over time will improve the site conditions to a satisfactory state. Fair consideration for current conditions and the time it takes to accomplish these changes will be considered.

Q3: Is the current condition of the site up to the standard expected by the CDD?

A3: No. The site has much needed improvement at this time.

Q4: II.15.J: Will the certificate of insurance required Windward CDD to be listed as additional insured?

A4: Yes.

Q5: II.20. Mandatory and Permissive Requirements: The requirement that bidders attend the Mandatory Pre-Proposal Meeting conflicts with prior information that there is no mandatory pre-proposal meeting for this bid. Please confirm.

A5: There was no Pre-bid meeting therefore no mandatory attendance.

Q6: If the open site visit period serves as a mandatory pre-bid for this bid, please provide a list of bidders who have conducted site visits during this period.

A6: There was no mandatory pre-bid meeting of any kind. The information of what bidders provided proposals for the site for this RFP will be available after the bids are opened.

Q7: Windward CDD Landscape Fee Summary: Will per-application mulch amounts in square yards be required in the fields for which these applications will be performed (i.e. columns "May" and "Nov" in row "BED DRESSING – Estimate mulch yds")

A7: Mulch is to be proposed in cubic yards. Yes the fee summary requires bidders to propose how many yards will be used per application.

Q8: Windward CDD Landscape Fee Summary: Does the requested mulch yards estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A8: Cubic Yards.

Q9: Windward CDD Landscape Fee Summary: Palm pruning is listed as an "Extra Service" alongside annual changes and mulch, while previously only annual changes and mulch were to be considered extra services. Please verify that palm pruning will be considered an extra service not to be included in the base contract amount.

A9: Palm pruning is labeled under the "Extra Services". The contract can be written to include Extra services or not. That is at the board's discretion, but all bidders must include numbers for these services.

Q10: Scope of Services.Clarification.3: Do the yards of mulch provided in the CDD's estimate refer to cubic yards or square yards at the depth specified in the technical specifications?

A10: Cubic yards.

Q11: Scope of Services.Clarification.4: The CDD estimates 1200 annuals to be changed per rotation. However, in the Landscape Fee Summary, a note indicates that there are "None at this time". Please clarify these conflicting notes.

A11: "None at this time" is an error. The bid is for 1200 estimated annuals.

Windward Community Development District

Q12: Scope of Services.Clarification.5: How many bags are required to be stocked per dog station?

A12: The intent is that the stations remain stocked at all times. Each station has different levels of usage. The bidder will have to estimate bag quantity to stock each week during their service of the stations.

Q13: Scope of Services.Clarification.5: Are bag rolls or bag boxes preferred for dog stations? Which size for each?

A13: The final decision will be left up to the bidder as long as the stations are user friendly and remain stocked. Please review onsite stations for what is currently used.

Q14: Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.

A14: This is defined in the Staffing section under General Services- Component "A" of the scope.

Q15: Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated? Is there any other unirrigated turf on the site outside of pond areas and banks?

A15: All pond banks are unirrigated. There are some other unirrigated spaces. The vendor will need to perform a site review for clarification. Only pond banks pertain to the 32 times annual mow schedule.

Q16: Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".

A16: Focal = Relating to the center or main points of interest. This includes entry monuments, annual beds, etc.

Q17: Landscape Scope of Work.General Services.Detailing: "A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations." This conflicts with prior information stating that detailing will occur once every three weeks, or approximately 17 times per year. Please clarify these conflicting notes.

A17: The property should be divided into thirds and a portion done each week. This requires a visit each week for 52 weeks annually.

Q18: Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.

A18: Please refer to the scope and any best recommended practices the bidder uses for these services. This is something that can change based on weather conditions or bloom cycles.

Q19: Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.

A19: Trash should be removed from all service areas when they are being serviced. At a base level that is whenever an area is mowed, and yes when an area is detailed every three weeks. Additional trash pickup may be required in some areas at management request.

Q20: Please provide a breakdown of St. Augustine, Bahia, and Zoysia turf areas.

A20: The service map provided should be used to generate the bid. Bidders are responsible to review the site and determine turf locations throughout the site. The CDD will not provide that information for this bid. The CDD does not have this information readily available.

Q21: Turf Care Program. Bahia – Where Applicable (Irrigated areas only): Please define irrigated areas as they pertain to Bahia turf. Will only irrigated Bahia receive chemical applications, or are irrigated areas synonymous with Bahia areas?

A21: Irrigated areas as they pertain to Bahia turf would be any Bahia turf area that received irrigation. Yes, only irrigated Bahia areas will receive chemical applications.

Q22: Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.

A22: None at this time.

Q23: Please provide an irrigation zone count.

A23: The CDD does not have a count of exact irrigation zone quantities. Bidders are expected to provide their best estimate based on a review of the property. An exact count of the zones is not necessary to provide a bid.

Q24: Irrigation Maintenance.Frequency of Service: Will material costs for all repairs, including those under $500, be considered an additional billable service beyond the hourly irrigation repair rate provided?

A24: Yes. Please refer to Component D for items included in the inspection and those that are extra billable services.

Q25: Please confirm that only areas outlined in pink on the provided map will be included under this bid.

A25: That is correct.

Windward Community Development District

Q26: Please provide current contract.

A26: The current contract is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking the current contract is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q27: Please provide previous bid tab.

A27: The previous bid tab is not part of the current RFP process and should not affect any bids. The information for this current bid is provided in the RFP and this addendum. Anyone seeking district records is welcome to submit a formal Records Request to the Windward CDD district admin, Brittany Brookes, at bbrookes@gmscfl.com and pay any associated fees, and allow the allotted time frame to provide the requested information. Management will then provide what information is available based on the request.

Q28: Please provide the name of current service provider.

A28: The property is currently serviced by Juniper.

Q29: Do additional fee summary schedules need to be copied and filled for all 5 years of pricing?

A29: No. Please provide a fee summary for the first year and list the additional years inside the bid packet where allocated.

Q30: Is there a maximum allowable annual increase in pricing between years?

A30: No. There are no parameters or restrictions on increases. Of course any annual increases will be reviewed by the board and is subject to board approval

Windward Community Development District

Please sign and return with your bid packet. Attach this form to your bids.

NAME OF FIRM:

Yellowstone Landscape- Southeast LLC

SIGNATURE:

Nicole Ailes

DATE: 6/10/24

V. PROPOSAL FORMS

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before June 12, 2024 at 11:00am (EST)

TO: Windward Community Development District

FROM: Yellowstone Landscape- Southeast, LLC
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Windward Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

PROPOSAL FORM
PROPOSAL SUMMARY SHEET

I, Nicole Ailes REPRESENTING Yellowstone Landscape- Southeast, LLC Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/specifications at the following prices:

I. Contract Proposal Amount: $ 276,662.00
(Please provide an average of all five years of pricing)

Annual Total, Year 1: $ 260,556.00

Annual Total, Year 2: $ 268,368.00

Annual Total, Year 3: $ 276,420.00

Annual Total, Year 4: $ 284,712.00

Annual Total, Year 5: $ 293,256.00

II. Proposer Information

NAME OF PROPOSER: Yellowstone Landscape- Southeast, LLC

ADDRESS: 1773 Business Center Lane, Kissimmee, FL 34758

PHONE: 407-396-0529 FAX: 407-396-2023

SIGNATURE: Nicole Ailes

PRINTED NAME: Nicole Ailes

TITLE: Business Development Manager

DATE: 6/12/2024

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 1773 Business Center Lane

P. O. Box (if any) _____

City Kissimmee State FL Zip Code 34758

Telephone 407-396-0529 Fax no. 407-396-2023

1st Contact Name Pete Wittman Title Branch Manager

2nd Contact Name Elisamuel Flores Title Account Manager

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

1 Supervisors, who will be onsite 2 days per week;
1 Technical personnel, who will be onsite 1 days per week; and
4 Laborers, who will be onsite 2 days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.* *Resumes are under Personnel Tab*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes X No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: Landon Pyle

Position / Certifications: Certified Pest Control Operator

Duties / Responsibilities: Oversee fertilization & pest control programs

% of Time to Be Dedicated to This Project: 5 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Reunion East and Reunion West CDD

Contact: Alan Scheerer Contact Phone: 407-398-2890

Project Type/Description: Community Development District

Duties / Responsibilities: Landscape Maintenance

Dollar Amount of Contract: $750,000+

Proposer's Scope of Services for Project: Mowing of common area turf, pruning of landscape beds, maintenance of annual flower beds, pest and weed control in turf and shrubs, irrigation inspections, palm pruning, and mulching.

Dates Serviced: 2008-current

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes* X *No* ___ *For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Enviro Tree Services

Street Address 3202 Phils Lane

P. O. Box (if any) _____

City Apopka State Florida Zip Code 32712

Telephone 407-574-6140 Fax no. _____

1st Contact Name Josh Tankersley Title Owner

2nd Contact Name Dana Mickler Title Field Manager

Proposed Duties / Responsibilities: Pruning of palm trees over 15'

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Reunion East CDD & Reunion West CDD

Contact: Alan Scheerer Contact Phone: 407-398-2890

Project Type/Description: Community Development District

Dollar Amount of Contract: $750,000+

Proposer's Scope of Services for Project: Mowing of common area turf, pruning of landscape beds, maintenance of annual flower beds, pest and weed control in turf and shrubs, irrigation inspections, palm pruning, and mulching.

Dates Serviced: 2008-current

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*
  Our company adheres to government's E-Verify program, all employees must pass a drug test, and

  all management and supervisors must pass a background check.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: Yellowstone Landscape- Southeast LLC DATE: 5/29/24

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Harry Lamberton	President & CEO	Oversees Key Officers	Bunnell, FL
Tim Portland	Executive Chairman	Supports Executive Leadership	Charlotte, NC
Jim Herth	VP of Business Development	Oversees Sales and Acquisitions	Bunnell, FL
Chris Adornetti	VP of Accounting	Oversees Financial Operations	Bunnell, FL
Timothy Sherman	Chief Financial Officer	Oversees Finance and Accounting	Bunnell, FL
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Yellowstone Landscape- Southeast LLC

DATE: 5/29/24

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Cheyne Solsbee	General Manager	Oversee Florida Maintenance Operations	Bunnell, FL	5%/1 Day A Month	1 Year	17 Years
Pete Wittman	Branch Manager	Oversee Local Branch Operations	Kissimmee, FL	5%/ 1 Day A Week	2 Years	14 Years
Elisamuel Flores	Account Manager	Oversee Maintenance Crews	Kissimmee, FL	20%/ 2 Days A Week	7 Years	24 Years
Gary Price	Irrigation Manager	Oversee Irrigation Inspections	Kissimmee, FL	5%/ 1 Day A Week	4 Years	33 Years
David Boldman	Fert/Chem Manager	Oversee Fert/Chem Program	Kissimmee, FL	5%/ 1 Day A Week	8 Years	21 Years

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: Yellowstone Landscape- Southeast LLC DATE: 5/29/24

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
2	60" Mowers- Exmark	2	Kissimmee, FL
1	72" Mower- Exmark	2	Kissimmee, FL
1	48" Mower- Exmark	2	Kissimmee, FL
2	String Trimmer- Stihl	2	Kissimmee, FL
2	Edger- Stihl	2	Kissimmee, FL
2	Backpack Blower- Stihl	2	Kissimmee, FL
3	Hedge Trimmer- Stihl	2	Kissimmee, FL

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
  Yes X *No* ___
  If yes, please provide the following information for each project (attach additional sheets if necessary):

  Project Name/Location: Reunion East and Reunion West CDD, Reunion, FL

  Contact: Alan Scheerer Contact Phone: 407-398-2890

  Project Type/Description: Community Development District

  Dollar Amount of Contract: $750,000+

  Scope of Services for Project: Mowing of common area turf, pruning of landscape beds, annual flower maintenance, palm pruning, mulching, irrigation inspections, landscape fertilization and pest control.

  Dates Serviced: 2008-current

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

  2023 = $9,000,000.00

  2022 = $9,000,000.00

  2021 = $8,200,000.00

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

  Project Name/Location: Solterra CDD, Davenport, FL

  Contact: Larry Krause Contact Phone: 321-263-0132 ext.742

  Project Type/Description: Community Development District

  Dollar Amount of Contract: $175,000+

  How was the project similar to this project? Project consists of common area and pond mowing within an HOA.

  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing of right-of-ways,

common areas, and ponds, trimming and weeding of landscape beds, irrigation inspections, fertilization of turf and shrubs, palm pruning, and mulching.

List of equipment used on site: Mowers, edgers, string-trimmers, hedge-trimmers, backpack blowers, and buffalo blower.

List of subcontractors used: Enviro Tree Services

Is this a current contract? Yes X No ___

Duration of contract: 2015- current

- *(Information regarding similar projects – continued)*

Project Name/Location: Dowden West CDD, Orlando, FL

Contact: Alan Scheerer Contact Phone: 407-398-2890

Project Type/Description: Community Development District

Dollar Amount of Contract: $300,000+

How was the project similar to this project? Common area mowing and detailing within HOA communities.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing and landscape detailing of common areas and ponds, irrigation, fertilization and pest control palm pruning, and mulching.

List of equipment used on site: Mowers, edgers, string-trimmers, hedge-trimmers backpack blowers, and buffalo blower.

List of subcontractors used: None

Is this a current contract? Yes X No ___

Duration of contract: 2019-current

- *(Information regarding similar projects – continued)*

Project Name/Location: Hills of Minneola CDD, Minneola, FL

Contact: Mark Hills Contact Phone: 407-847-2280

Project Type/Description: Community Development District

Dollar Amount of Contract: $200,000+

How was the project similar to this project? Common area and pond mowing within an HOA.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing and detailing of landscaping, weed control, irrigation inspections, fertilization of turf and shrub beds, and portering.

List of equipment used on site: Mowers, edgers, string-trimmers, hedge-trimmers, backpack blowers, and buffalo blower.

List of subcontractors used: Ridge Valley Environmental

Is this a current contract? Yes X No ___

Duration of contract: 2022-current

- *(Information regarding similar projects – continued)*

Project Name/Location: Narcoossee CDD, Orlando, FL

Contact: Alan Scheerer Contact Phone: 407-398-2890

Project Type/Description: Community Development District

Dollar Amount of Contract: $200,000+

How was the project similar to this project? Common area mowing and detailing within various HOAs.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing and detailing of landscaping, weed control, irrigation inspections, fertilization of turf and shrub beds, and portering.

List of equipment used on site: Mowers, edgers, string-trimmers, hedge-trimmers, backpack blowers, and buffalo blower.

List of subcontractors used: Enviro Tree Services

Is this a current contract? Yes X No ___

Duration of contract: 2023-current

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes X No ____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: Avalon Groves CDD

Contact: Kyle Darin Contact Phone: 321-263-0132

Project Type/Description: Community Development District

Dollar Amount of Contract: $150,000

Scope of Services for Project: Mowing and detailing of landscaping, irrigation, fertilization and pest control, and weed control.

Dates Serviced: 2019-2023

Reason for Termination: Board switched from developer-controlled to homeowner-controlled, and the new board chose to switch to different vendors on multiple services.

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No X*

  If yes, please describe each violation, fine, and resolution _____

  What is the Proposer's current worker compensation rating? 1.06

  Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No X

  If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
  Yes ___ No X If yes, please provide:

  The names of the entities _____

  The state(s) where barred or suspended _____

  The period(s) of debarment or suspension _____

  Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

  Not Applicable

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

  Not Applicable

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:*

  Identify the Case # and Tribunal:_____

  Describe the Nature of the Action:_____

  Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:*

_____

_____

_____

_____

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (X) If yes, please explain:*

_____

_____

_____

_____

_____

PROPOSAL FORM
SIGNATURE PAGE

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

Dated this 10th day of June, 2024.

Proposer: Yellowstone Landscape- Southeast, LLC
By: Nicol Ailes
Title: Business Development Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 10th day of June, 2024, by Nicole Ailes of Yellowstone Landscape, who is ☑ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☑ did not take the oath.

Notary Public State of Florida
Sherry Lynn Folda
My Commission HH 007582
Expires 06/17/2024

Sherry Lynn Folda
Notary Public, State of Florida
Print Name: Sherry Lynn Folda
Commission No.: HH007582
My Commission Expires: June 17, 2024

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

Name of Proposer: Yellowstone Landscape- Southeast, LLC

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

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

_____

_____

_____

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

Nicole Giles

Signature of Authorized Signatory of Proposer

Sworn before me on June 10, 2024

Sherry Lynn Folda

Notary Public Signature

Notary Public State of Florida
Sherry Lynn Folda
My Commission HH 007582
Expires 06/17/2024

Notary Stamp

PERSONNEL

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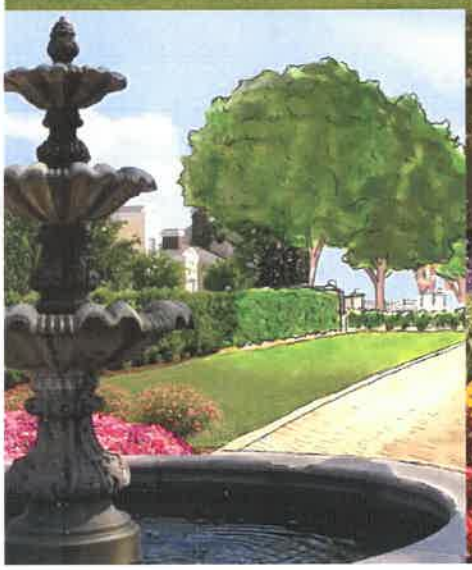

Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies.

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

As one of the landscape industry's fastest growing and most awarded commercial landscaping companies, we are proud to serve more than three thousand client properties from our local branch facilities, across the South, Southwest, and Midwest.

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

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Trusted by Clients Across the Country

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Yellowstone Landscape serves our clients from local branch locations across the South, Southwest, and Midwest United States.

Our talented Landscape Professionals are experts in their local areas, delivering **excellence in commercial landscape maintenance, installations and enhancements, tree care, and snow & ice services.**

These local operating teams are supported by the collective strength of a **national leader in commercial landscaping services.**

And we empower our local leadership to make decisions in the best interest of our clients and their properties. No excuses, no calling headquarters for approval, no corporate red tape. **Just do what's right.**

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the **trusted commercial landscaping partner** of choice to our valued clients across the country.

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Proud to Serve Orlando

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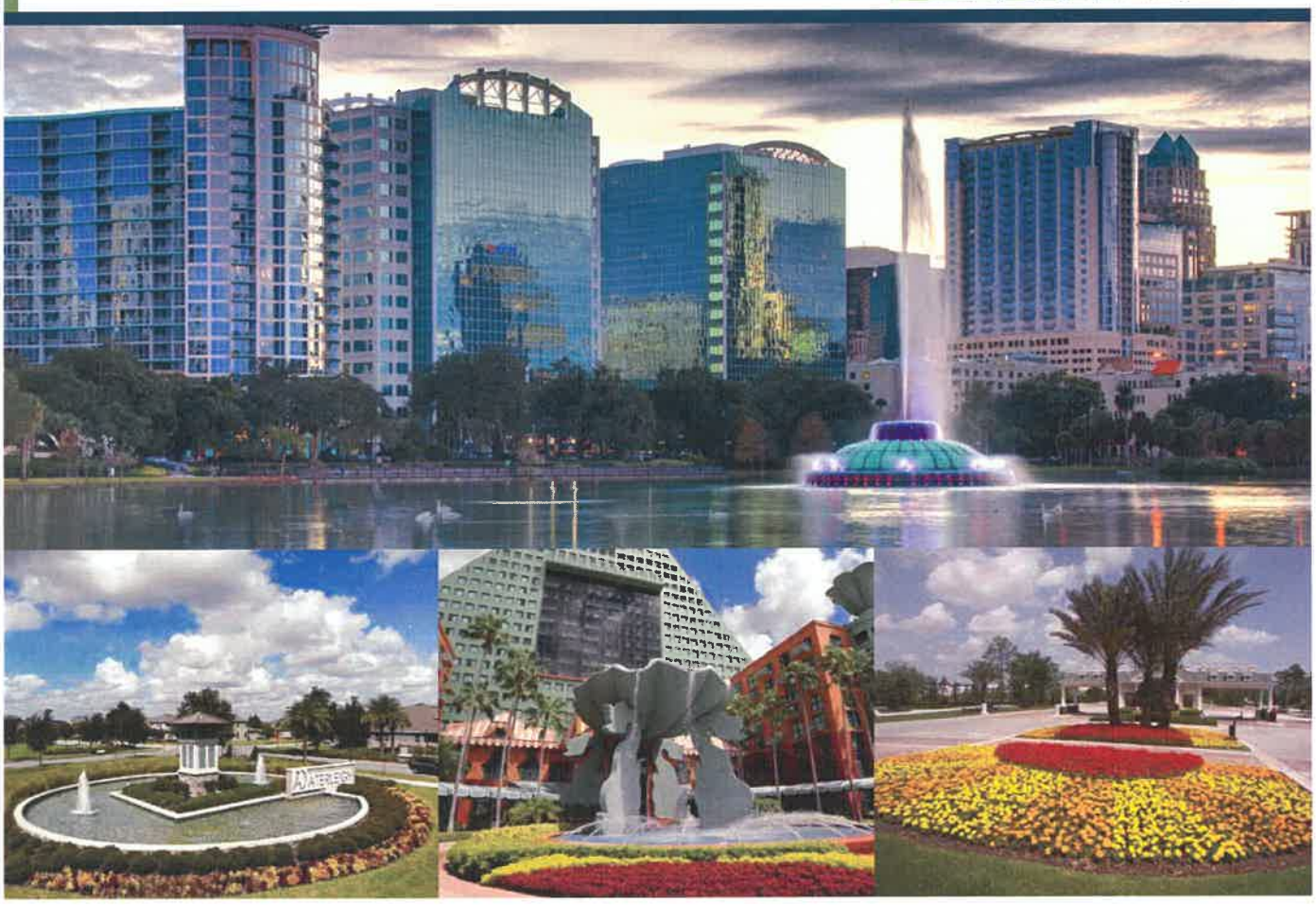

Excellence in Commercial Landscaping for Your Orlando Area Properties

Yellowstone Landscape is proud to serve Central Florida's commercial landscaping needs from two branch locations in Orlando. With **more than 250 local employees**, we're one of the largest and most awarded commercial landscape service firms in the greater Orlando area.

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

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

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

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

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Landscape Maintenance

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

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

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

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

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

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

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Irrigation Installation & Management

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

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

Our Irrigation Installation and Management Professionals are **experts in all major commercial irrigation systems.** From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, **our Irrigation Teams are dedicated to protecting your valuable water resources.** Once installed, we always adhere to local ordinances governing water use and have implemented the principles of the leading industry groups. These **guidelines govern how we design, install, and maintain your irrigation system.**

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

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

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Committed to Safety

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

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

Our Commitment to Safety includes:

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

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Environmental Stewardship

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

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination of targeted management tools rather than broad blanket applications to create an environment free from pests and disease.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment. Our firm's EFI equipment purchases over the past 6 years have dramatically reduced greenhouse gas emissions over previously used carbuerated models.

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

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Our People. Your Partner.

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At Yellowstone Landscape, we know that our people are what have made us the company we are today.

Our 2500 Full Time Landscape Professionals include industry veterans, many with more than 20 years of experience providing professional landscape services. We also recruit and hire some of the brightest young talent in the industry, recruited from the nation's finest colleges and university Horticulture and Agronomic programs.

We're proud that over 75% of our management staff hold advanced degrees and certifications related to their current position's responsibilities.

Our training programs reach far beyond our industry's Best Practices. We conduct ongoing Safety Training for our crews, to guarantee that they're working safely for you. Members of our management staff receive formal Customer Service Training, teaching them how to understand your expectations and communicate with you effectively and professionally.

We're proud of our people. We want you to be proud of your landscape service partner.

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Our Place in Our Industry

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2021 RANK	COMPANY	2020 RANK	2020 REVENUE	HEADQUARTERS	EMPLOYEES	% CHANGE FROM 2019	% CHANGE EXPECTED FOR 2021	%LD/	%II/	%CR	%RR
1	BrightView Landscapes	1	$2,346,000,000	Blue Bell, Pa.	21,000	-3%	N/A				
2	TruGreen	2	$1,400,000,000	Memphis, Tenn.	13,570	1%	N/A				
3	The Davey Tree Expert Co.	3	$1,287,552,000	Kent, Ohio	10,300	13%	5%				
4	**Yellowstone Landscape**	**5**	**$358,000,000**	**Bunnell, Fla.**	**4,270**	**34%**	**10%**				
5	Bartlett Tree Experts	4	$352,000,000	Stamford, Conn.	2,200	8%	7%				
6	Gothic Landscape	6	$230,000,000	Valencia, Calif.	2,000	0%	9%				
7	Outworx Group	*	$225,191,000	Westburg, N.Y.	4,299	8%	12%				
8	Ruppert Landscape	7	$213,165,000	Laytonsville, Md.	1,820	2%	18%				
9	Weed Man	8	$212,928,956	Orono, Ontario	3,559	14%	9%				
10	LandCare	10	$208,000,000	Frederick, Md.	3,600	12%	15%				
11	Divisions Maintenance Group	*	$184,961,302	Newport, Ky.	457	31%	8%				
12	HeartLand	14(t)	$184,000,000	Kansas City, Mo.	2,100	19%	40				
13	SavATree	13	$182,600,000	Bedford Hills, N.Y.	1,430	4%	6				
14(t)	Park West	11	$180,000,000	Rancho Santa Margarita, Calif.	1,600	-3%					
14(t)	U.S. Lawns	12	$180,000,000	Orlando, Fla.	2,400	N/A					
16	Lawn Doctor	16	$162,000,000	Holmdel, N.J.	2,000	13%					

Each year the lawn and landscape industry's leading trade publications rank the largest firms in lawn care, tree care, and landscaping services. Among the largest "green industry" companies in North America, Yellowstone Landscape is pleased to have been in the top 10 for each of the past four previous years.

We attribute our tremendous growth and staying power at the top of our industry to two very important groups of people. First, to the thousands of customers, and the properties and projects they allow us to create and maintain for them.

Second, to the more than four thousand Yellowstone Landscape Professionals who wear our uniform and take care of the valuable relationships we've built with our clients.

Without the trust of our customers or the dedication of our employees Yellowstone Landscape would not exist as it is today.

As we look forward to continued opportunities to serve new clients and to bring more talented individuals into our company, we vow to never lose sitght of the people who made us one of our industry's most successful and respected firms.

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Building Lasting Partnerships

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

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

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

Our focus on building lasting relationships with the clients we serve, has led to many partnerships that have been established and grown over time. In fact many of these partnerships now span more than a decade of successful service. We believe that our high-quality landscapes, coupled with superior customer service are why clients look to us for all their landscape needs.

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

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

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Industry Recognition

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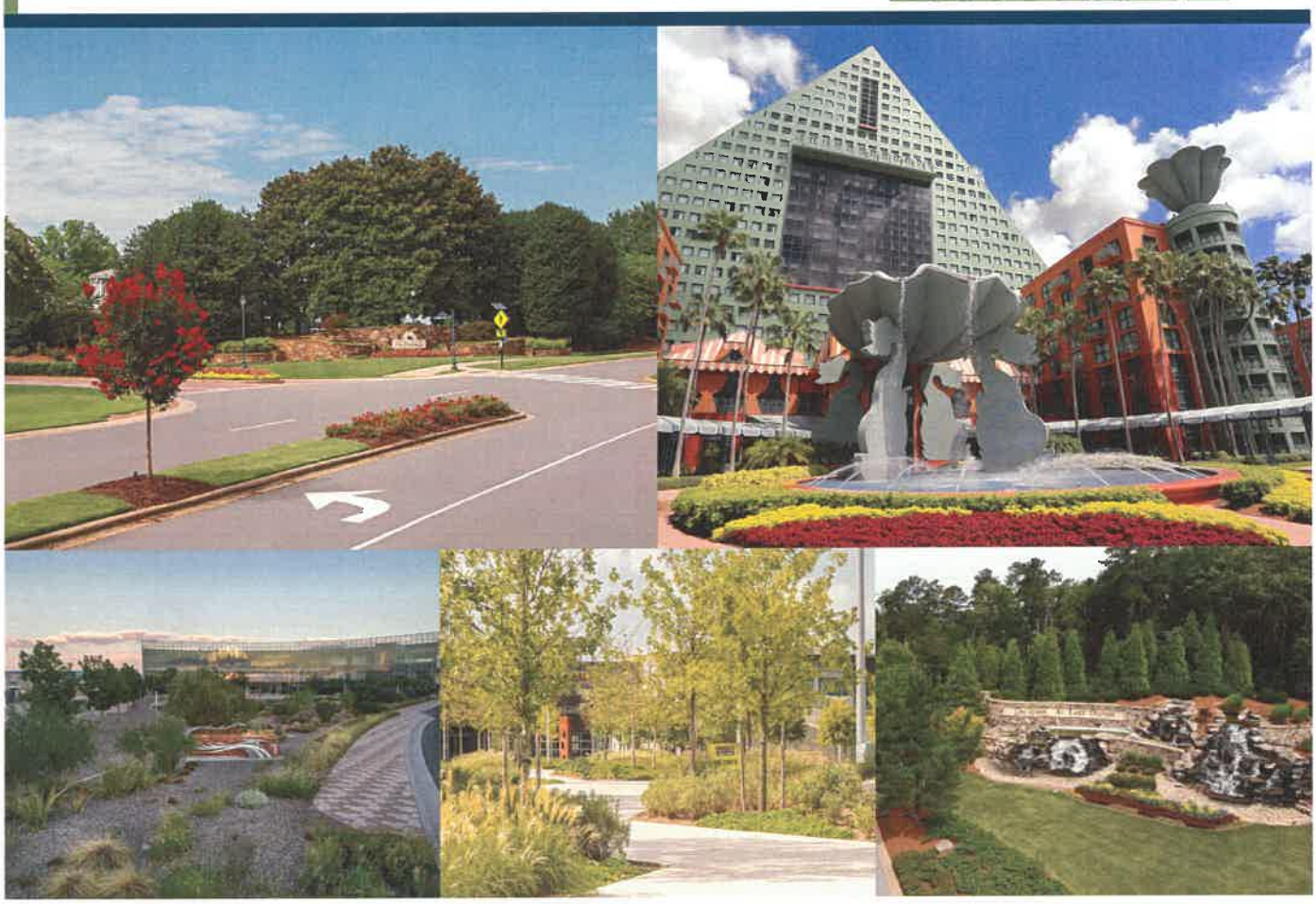

Our clients' properties have earned dozens of National Landscape Awards of Excellence, the highest honor given in the professional landscape industry. They've been recognized as some of the most outstanding commercial landscaping projects in the country. Below is a partial listing of our award-winning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

Rockstar BMX Park; Houston, Texas; 2020
Old Palm; Palm Beach Gardens, Florida; 2019
The Peninsula; Charlotte, North Carolina; 2019
Emory Johns Creek Hospital; Atlanta, GA; 2019
Del Webb Lake Oconee; Greensboro, Georgia; 2018
Mesa Del Sol; Albuquerque, New Mexico; 2018
Hermann Park; Houston, Texas; 2017
Walton Riverwood; Atlanta, Georgia; 2017
Swan and Dolphin Resort; Orlando, Florida; 2016
Cane Island Amenity Village; Houston, Texas; 2016
Tradition; Port St Lucie, Florida; 2015
Rob Fleming Park; The Woodlands, Texas; 2014
AAA Headquarters; Orlando, Florida; 2013
Technology Park Atlanta; Atlanta, Georgia; 2013
Boeing 787 Facility; Charleston, South Carolina; 2012
Waldorf Astoria Resort; Orlando, Florida; 2012
Grand Haven; Palm Coast, Florida; 2011
Fleming Island Plantation; Jacksonville, Florida; 2010
Hammock Beach Resort; Palm Coast, Florida; 2008
Reunion Resort & Club; Orlando, Florida; 2007

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Our Technology at Work for You

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Technology in the landscape industry is rapidly evolving. Yellowstone Landscape is taking advantage of this innovation to improve our communication, tracking, and billing systems, allowing us to offer more efficient service visits and faster response times for our clients.

Over a decade ago, we began issuing **smart phones** to all our field service supervisors and technical specialists, but as new products have come to market, Yellowstone has continued to improve our technological capabilities.

All Yellowstone Landscape **fleet vehicles are equipped with GPS tracking devices**, enabling us to see where our vehicles are at any given time, and how long our service crews spend at each property. GPS tracking also enables our Safety teams to make sure our drivers are obeying speed limits and traffic laws.

In addition to field level improvements, Yellowstone continues to lead the industry with real time reporting on costs and labor utilization, enabling us to produce monthly service billings at **greater than 99% accuracy.** We even integrate with most major accounting systems, to help you automate your procurement system's payment processes.

We will remain technological leaders in our industry and as technology improves, so will we.

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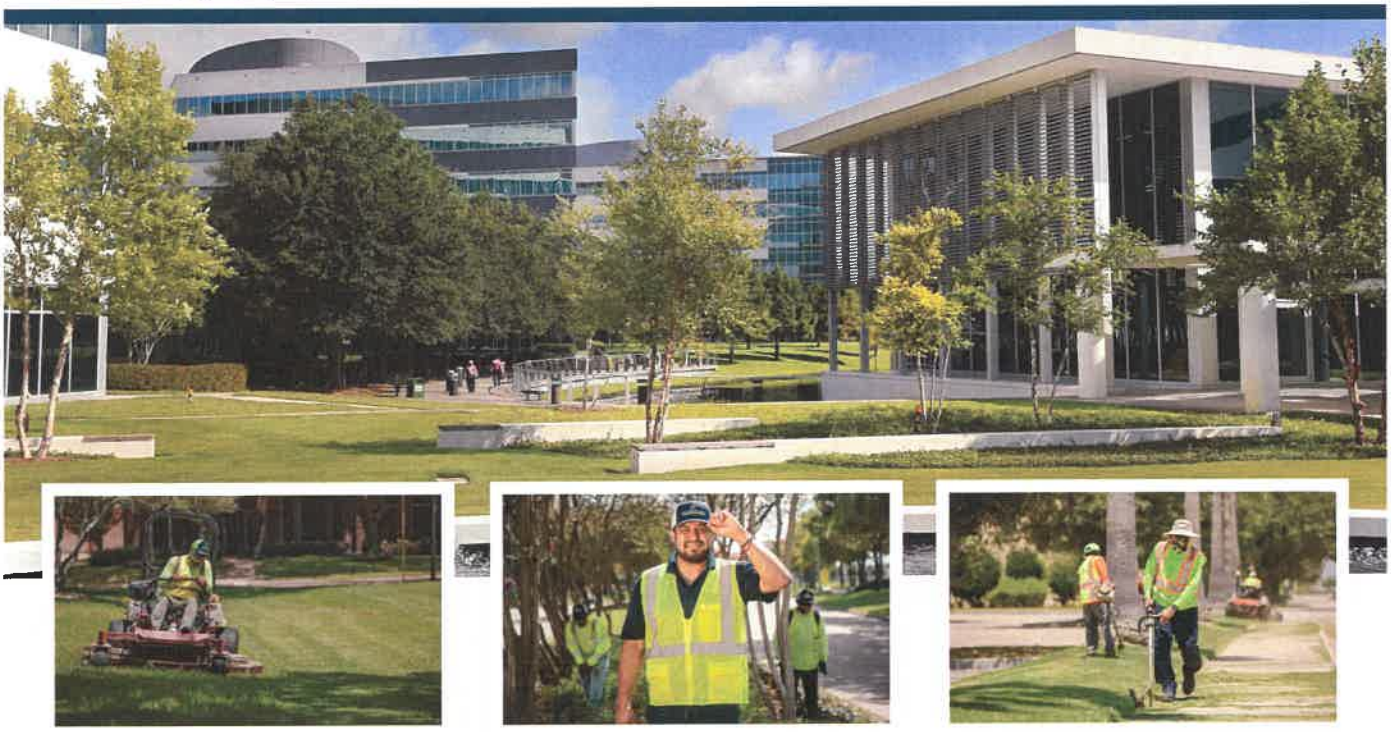
Capabilities Statement
Commercial Landscaping Services



CORPORATE OVERVIEW

Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies. Since then, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape maintenance, landscape design and installation, tree care, irrigation, and snow & ice management services.

As the landscape industry's largest privately held company, we are proud to serve more than three thousand client properties from over 50 local branch facilities, across the South, Southwest, and Midwest.

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

COMPANY DATA

Business Entity Name: Yellowstone Landscape - Southeast LLC
Headquarters Address: 3235 N State St, Bunnell, FL 32110
FEI/EIN Number: 20-2993503
Incorporation Date: 01.28.2008 (Delaware)

SERVICES OFFERED

- Landscape Maintenance
- Landscape Enhancements
- Landscape Installation
- Commercial Tree Care
- Irrigation & Water Management
- Snow & Ice Management

Financial Stability

Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established over a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 4000 clients from 45 local branch operations facilities across 12 states in the South, Southwest, and Midwest. In 2019 Yellowstone's growth reached a level that made us the **largest, privately-owned landscape service company in North America**.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded $358,000,000 in 2020. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of $50 million, with bonding capacity up to $40 million.

As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Bank Reference Information:
Kyle Blummer
Antares Capital, L.P.
Chicago, IL 60661
P: 312-638-4042

Principal Officers

Our Leadership Team is committed to making Yellowstone Landscape the premier commercial landscape service company in the United States. We bring that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Harry Lamberton was named **President and CEO** of Yellowstone Landscape in May of 2023, after joining Yellowstone in January of 2022 as President. As CEO, Harry leads and drives Yellowstone's strategy, continued growth, quality service, focus on safety, and maintaining a great place to work for all employees, applying expertise gained from over 20 years of leading environmental and sustainability businesses at Waste Management. Harry continues to be active in broadly supporting sustainability and the environment by serving on the Conference Board's Global Sustainability Centre's Advisory Board, the Board of Directors of the Sustainability Institute at the University of New Hampshire and the Board of Directors of Friends of the Chicago River. Harry holds a BA from the University of New Hampshire and an MBA from the Goizueta School of Business at Emory University.

Timothy (Timo) Sherman serves as **Chief Financial Officer** of Yellowstone Landscape with oversight over all Finance, Accounting, IT, and Procurement functions. He has led the financial analysis team since 2018, focusing on excellence in planning, forecasting, budgeting, analysis, acquisition planning, due diligence, closing and initial integration management, and any other areas requiring financial evaluation and insight. He first worked in landscaping as a construction project manager, then account manager and branch manager for Cornerstone Landscape, which was acquired by Yellowstone in 2012. Timo holds a BS from the Fisher School of Accounting at the University of Florida and an MBA from Jacksonville University and has experience in Staff and Cost Accounting.

Tim Portland has served as the **Executive Chairman** of Yellowstone Landscape since May of 2023. As Executive Chairman he is highly active and engaged within the company, supporting the company's executive leadership. Prior to his current role, he led the company as CEO for more than a decade. In addition to chairing Yellowstone's Board of Directors, Tim serves on the Board of Directors of the National Association of Landscape Professionals and chairs the association's H-2B steering committee. He also serves on the Board of the Seasonal Employment Alliance, an advocacy organization focused on congressional reform of the guest worker visa programs that sustain seasonal businesses across the United States.

Blaine Peterson serves as Yellowstone Landscape's **Vice President of Business Development**, where he is responsible for the company's industry-leading sales team, a critical component of Yellowstone's superior growth and track record with customers. Blaine has been a part of the company since 2005, in ascending roles and responsibilities including Branch Manager and Business Development Manager, while founding the company's Jacksonville, Florida location. Blaine has a background in commercial real estate and holds a degree from Florida State College.

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Cheyne Solesbee, *General Manager*

As the General Manager of our North and Central Florida markets, Cheyne is responsible for overseeing each of the local branches. Cheyne assists with the growth of our branches. He coordinates operations, which includes personnel, equipment, safety regulations, and other resources. He works with each local branch to maintain the highest quality projects and ensures the team provides world class service to our customers.

Education

Texas A&M University, College Station, Texas
Bachelor of Science in Agronomy

Relevant Experience

General Manager, Yellowstone Landscape – North and Central Florida
2024-present
Responsible for all landscape operations within Yellowstone Landscape's North and Central Florida markets, including our Orlando, Kissimmee, Apopka, and Leesburg branches. Oversees all branches operations and employees, builds operational strategies that improve company-wide quality, and manages operations training.

Branch Manager, Yellowstone Landscape – Jacksonville, FL
2018-2023
Responsible for landscape maintenance and installation operations, works with all plans and specifications for each project and has extensive knowledge of the service expectations, hires and coordinates landscape management crews, balances the workload and materials needed for each project, maintains up-to-date roster of all personnel and job activities, and identifies equipment and resources needed for each project.

Account Manager, Yellowstone Landscape – Jacksonville, FL
2012-2017
Arranges, schedules, and directs daily landscape services, ensures peak efficiency of each project, ensures delivery of high-quality projects and services to clients, establishes long-term relationships with clients, identifies opportunities to enhance client properties, conducts on-going field-safety and operations training, and maintains regular communications with clients.

Cheyne Solesbee, *General Manager*

Project Manager, Yellowstone Landscape – Jacksonville, FL
2009-2011
Responsible for landscape installation operations, works with all plans, blueprints, and specifications for each project, hires and coordinates construction crews, balances the workload and materials for each project, maintains up-to-date roster of all personnel and job activities, identifies equipment and resources needed for each project, assures preventative maintenance on all equipment, conducts regular inspections of in-progress projects, and identifies training needed for personnel.

Assistant Project Manager, Yellowstone Landscape – Jacksonville, FL
2007-2009
Works with all plans, blueprints, and specifications for each landscape installation project, coordinates construction crews, and balances the workload and materials for each project.

Pete Wittman, *Branch Manager*

As the branch manager of our Orlando-South branch, Pete is responsible for overseeing the location's current and upcoming projects. He coordinates operations, which includes personnel, equipment, safety regulations, plant material and other resources. He works with each project to maintain the highest quality landscape and ensures team delivers a high level of customer service and engagement.

Pete brings his extensive horticultural education and years of green industry experience to the Orlando-South location of Yellowstone Landscape.

Education

Pennsylvania State University, State College, PA
Bachelor of Sciences – Landscape Contracting, School of Agriculture

Relevant Experience

Regional Sales Manager, Yellowstone Landscape – Austin, TX
2020 – May of 2022
Responsible for managing Yellowstone Landscape's sales team across Arizona, Nevada, New Mexico, and Texas. Provided sales leadership for 30+ Business Development Managers within their assigned territories to ensure they were growing their local branches and meeting or exceeding their budgeted growth. Other duties include client relations, marketing, staff evaluation and development, estimating, and contract administration.

Business Development Manager, Yellowstone Landscape – Orlando, FL
2016 – November of 2020
Responsible for developing and maintaining new and existing relationships in the Central Florida Market. Responsible for meeting or exceeding annual growth goals for local branches. Other duties include networking, estimating, proposal development, CRM management, training/development of Yellowstone employees, and landscape site assessments with customers.

Senior Account Manager, Valleycrest/Brightview Landscape- Orlando, FL
2010-2016
Arranges, schedules, and directs daily landscape services, ensures peak efficiency of each project, ensures delivery of high-quality projects and services to clients, establishes long-term relationships with clients, identifies opportunities to enhance client properties, conducts field-safety training and encourages safety procedures, conducts ongoing operation training, and maintains regular communications with clients.

Elisamuel Flores *Account Manager*

	As an Account Manager, Flores is responsible for coordinating, implementing, and maintaining landscaping operations. Flores also plans and manages installation projects, ensuring that clients are always kept informed about the project's status. Due to his extensive background in landscape maintenance, Flores is knowledgeable in irrigation maintenance, turf and shrub fertilization, and turf and shrub pest control.
Skills & Abilities	Best Management Practices (Florida Green Industries), Landscape Design & Installation, Landscape Maintenance Plans, Nutrient Application, Pest Management, Irrigation Systems, Troubleshooting, Communication, Client Relations, Project Management, and Leadership
Relevant Experience	***Account Manager,*** Yellowstone Landscape- Kissimmee, FL 2017-current Planning and scheduling field operations, manage mow and detail crews, communicating with clients, selling enhancement services, assisting in training and employee development, ensuring a safe work environment for employees. Property experience in homeowner associations, resorts, apartments, commercial, and governmental. ***Production Manager,*** BrightView– Orlando, FL 2010-2016 Supervised landscaping crews to ensure all duties are performed safely and efficiently, assigned tasks to crew members, and oversaw quality control. ***Account Manager,*** PROScape, Inc.- Orlando, FL 2000-2010 Planning and scheduling field operations, manage mow and detail crews, communicating with clients, selling enhancement services, assisting in training and employee development, ensuring a safe work environment for employees. Property experience in homeowner associations, resorts, apartments, commercial, and governmental.

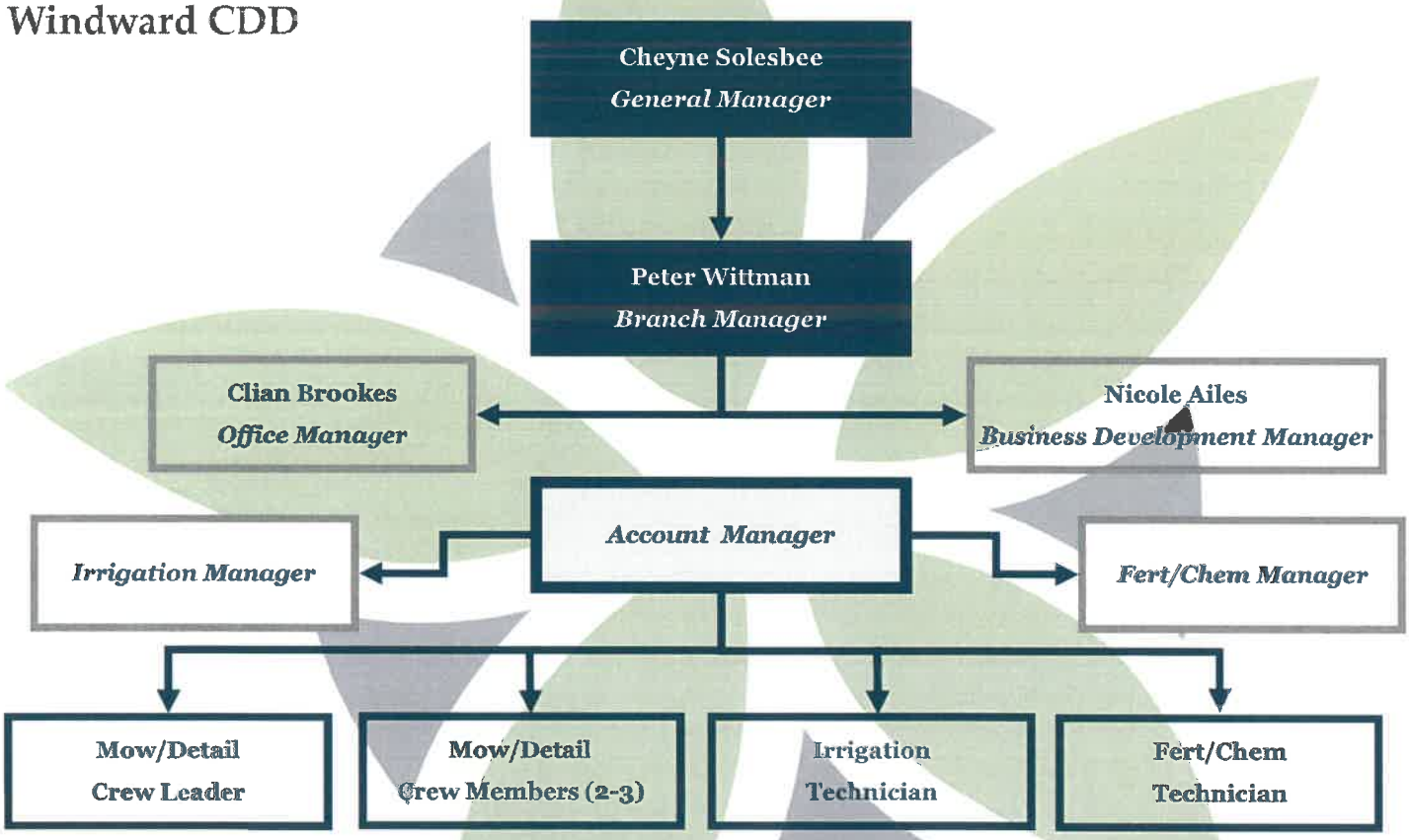
Gary Price, *Irrigation Manager*

	As the irrigation manager of our Orlando-South branch, Gary is responsible for overseeing the location's current irrigation technician staff. Gary coordinates with the branch manager and account managers to schedule all irrigation inspections for the branch's properties.
Training & Certifications	University of Florida Center for Training Research and Education: Back Flow Prevention Certification, 2-Wire System Installation and Troubleshooting, Irrigation Systems Design, Low-Voltage Lighting Design, Installation, and Repair, Cla-Val Troubleshooting Repair and Adjustments, PSI Pumping Systems, FieldNET Repair and Adjustments, Hydraulics for Pumping Systems, Repair, and Adjustments, Toro Central Control Network LTC, Osmac, Rain Bird Maxicom, and 2-Wire System, Hunter & Rain Bird Installation and Troubleshooting
Relevant Experience	***Irrigation Manager,*** Yellowstone Landscape – Kissimmee, FL 2020 - present Responsible for training and scheduling of irrigation maintenance personnel, scheduling of service and repairs of irrigation equipment, and managing irrigation supply inventory, supporting irrigation team by assisting with monthly irrigation inspections at properties, submitting proposals for irrigation repairs, and resolving emergency irrigation issues. ***Irrigation Supervisor,*** ProScape Inc. – Orlando, FL 2004-2019 Responsible for training and scheduling of irrigation maintenance personnel, scheduling of service and repairs of irrigation equipment, and managing irrigation supply inventory. ***Irrigation Superintendent,*** Hunters Creek c.a. Orlando, FL 1991-2004 Responsible for monthly irrigation inspections at all properties, submitting proposals for irrigation repairs, and resolving emergency irrigation issues.

Rudy Briscoe, *Fert/Chem Manager*

Professional Summary	As a Fert/Chem Manager for Yellowstone Landscape, Rudy is responsible for scheduling applications according to contract specifications, using the latest technologies and materials to ensure insects, diseases, and the health of the plant or turf material is at its highest quality.
Education and Certifications	Licensed Spray Technician
Relevant Experience	**Fert/Chem Manager,** Yellowstone Landscape – Kissimmee, FL 2018-present Coordinating with the branch manager to schedule and execute all fertilization and pest control applications. Organize reports for all applications. Assist other technicians with services. **Spray Technician,** ChampionsGate Golf Club- Davenport, FL 2015-2018 Responsible for planning and executing the turf applications. **Spray Technician,** Reunion Resort Golf Courses- Kissimmee, FL 2003-2015 Member of the onsite crew while golf courses were being constructed. Became the spray technician once the courses opened. Responsible for planning and executing the turf applications.

Windward CDD



BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

EXPIRATION
SEPTEMBER 30, 2024

ACCOUNT NO.
112799

2024

BUSINESS TYPE:
6340 IRRIGATION CONTR (BLDG DEPT)

07/20/2023
Oper N/A
Till Internet
Paid 0.00
Rcpt.#022930

119295

TRANSFER	0.00
ORIGINAL TAX	0.00
AMOUNT	0.00
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	0.00

BUSINESS:
Yellowstone Landscape-Southeast, LLC
Contact: Dolores Mew
1773 Business Center Ln.
Kissimmee, FL 34758

Location:
OSCEOLA COUNTY

5CC131151484 (Jared Allan Berryman)

Bruce E. Vickers

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA AND OSCEOLA COUNTY ORDINANCE 95-10, AS AMENDED

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to State Law, all Local Business Tax Receipts shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax Receipt for the delinquent establishment. A 25% penalty shall be imposed on any person engaged in any new business, occupation or profession without first obtaining an Osceola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to $250.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the licensee from any other license or permits that may be required by law.

This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance. Local Business Tax Receipts are subject to change according to law.

BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

EXPIRATION
SEPTEMBER 30, 2024

ACCOUNT NO.
112799

2024

BUSINESS TYPE:
6190 HANDYMAN/CARPENTER"SUB CONTRACTOR ONLY" (BLDG DEPT)

07/20/2023
Oper N/A
Till Internet
Paid 0.00
Rcpt.#022930

117589

TRANSFER	0.00
ORIGINAL TAX	0.00
AMOUNT	0.00
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	0.00

BUSINESS:
Yellowstone Landscape-Southeast, LLC
Contact: Dolores Mew
1773 Business Center Ln.
Kissimmee, FL 34758

Location:
OSCEOLA COUNTY

Bruce E. Vickers

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

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BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

EXPIRATION

SEPTEMBER 30, 2024

ACCOUNT NO.

112799

2024

BUSINESS TYPE:
4190 LAWN CARE/LANDSCAPE

07/20/2023
Oper N/A
Till Internet
Paid 30.00
Rcpt.#022930

4190-81855

TRANSFER	0.00
ORIGINAL TAX	30.00
AMOUNT	0.00
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	30.00

BUSINESS:

Yellowstone Landscape-Southeast, LLC
Contact: Dolores Mew
1773 Business Center Ln.
Kissimmee, FL 34758

Location:
OSCEOLA COUNTY

GV35255-1

Bruce E. Vickers

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

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This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance. Local Business Tax Receipts are subject to change according to law.

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

Date	File No.	Expires
January 20, 2023	**LF197087**	**August 7, 2024**

THE **LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **August 7, 2024**

DAVID BOLDMAN
3311 BUTTONWOOD AVE
DELTONA, FL 32738

WILTON SIMPSON, COMMISSIONER

Cut here

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

DAVID BOLDMAN
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF197087

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **August 7, 2024**

WILTON SIMPSON
COMMISSIONER

Signature

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

The International Society of Arboriculture

Hereby Announces That

Kyle Jordan Stoudenmire

Has Earned the Credential

ISA Certified Arborist ®

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

Caitlyn Pollihan
CEO & Executive Director

5 May 2018	30 June 2024	FL-9365A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

CERTIFICATE
OF COMPLETION

NICOLE AILES

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

.

Training Provider:

myTTConline

myTTConline
83 Geneva Dr. Ste. 621394
Oviedo FL 32762
Phone: 407-901-0206

Verify this Certificate by visiting www.motadmin.com

05/22/2024	05/16/2028	G H	624121
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STOUDENMIRE, KYLE

YELLOWSTONE LANDSCAPE
3235 NORTH STATE STREET
BUNNELL FL 32110

LICENSE NUMBER: SCC131152501

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

UF | IFAS
UNIVERSITY of FLORIDA

GV36348-1
Certificate #
GV36348
Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Michael H. Wilding

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

Issuer	Instructor	Date of Class	DEP Program Administrator
	FNGLA	5/31/2015	

Not valid without seal

Sample Certificate of Insurance

YELLOWSTONE LANDSCAPE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY): 3/19/2024

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

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

PRODUCER: Lockton Companies
3280 Peachtree Road NE, Suite #1000
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B : ACE Property and Casualty Insurance Company	20699
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 1528310
Yellowstone Landscape, Inc. and all Subsidiaries
See Attached List
3235 N State Street
P.O. Box 849
Bunnell FL 32110

COVERAGES: Main NI COI's CERTIFICATE NUMBER: 16741150 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Pesticide&Herbicide X SIR $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	Y	N	GL6676218	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	N	N	XOOG72569647 003	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	LDS4066360	4/1/2024	4/1/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Artemis Lifestyles including all properties under management, it's affiliates, assigns and subsidiaries are included as additional insureds of the named insured with respect to general liability.

CERTIFICATE HOLDER

SAMPLE

CANCELLATION: See Attachments

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Sample Certificate of Insurance

YELLOWSTONE LANDSCAPE

Attachment Code: D613185 Master ID: 1528310, Certificate ID: 16741150

List of Named Insureds

Yellowstone Parent, LP
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
YLG Holdings, Inc.
Yellowstone Intermediate Holdings, Inc.
Yellowstone Landscape, Inc.
Yellowstone Landscape – Southeast, LLC
ALSW, LLC
Leaderscape – Palm Beach, LLC
Florida Landscape Consultants, LLC
Southeast Landscape Management Company, LLC
YLA - Midwest, LLC
Crawford Landscape Group, LLC
Acres Maintenance, LLC
Hayden Landscaping & Maintenance, LLC
Green-Up Landscape, LLC
Acres Enterprises, LLC
Yellowstone Landscape - Central, Inc
BLSW LLC
YLCSW, LLC
Texas Services, LLC
Native Land Design, LLC
Landscape USA- Austin, LLC
Ecoscape Solutions Group LLC
ELSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape West, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Premier Sports Fields, LLC
Duke's Grounds Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties, LLC
Arizona's Best Landscape Management
Bloom Floralscapes, LLC
KCS Landscape Management, LLC
Premier Sports Fields, LLC
Moore Landscapes, LLC
O'Donnell's Landscape Service, LLC

Statement of Corporate Stability

Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established nearly a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 3000 clients from 30 local branch operations facilities across 8 states in the South and Southwest. This makes us one of the largest commercial landscaping companies in the United States.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose financial statements, however, we can confirm that our firm's annual revenue exceeded $174,000,000 in 2017. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. As a part of the investment portfolio of CIVC Partners, a private equity firm based in Chicago, Illinois, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Bank Reference Information:
Kyle Blummer
Antares Capital, L.P.
Chicago, IL 60661
P: 312.638.4042

EXPERIENCE & REFERENCES

Services for Public Sector Clients

YELLOWSTONE
LANDSCAPE

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

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

Our professional landscaping services offered to Public Sector clients include award-winning Landscape Design and Installation teams, ready to deliver beautiful landscape enhancements and installations. When we continue to maintain the project for you, we can even extend our normal warranty on installed plant materials.

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

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FEATURED PROJECT

Creative Village for The City of Orlando

YELLOWSTONE LANDSCAPE

LOCATION
Orlando, FL

CLIENT
The City of Orlando

PROPERTY TYPE
Mixed Use Development

SERVICES PROVIDED
Landscape Design
Landscape Enhancement
Landscape Maintenance

Creative Village is an Innovation District comprised of 68-acres of land owned by the City of Orlando. The City's goal for the project is to capitalize on the region's recent growth as a technology center, and is currently anchored by new construction for Electronic Arts, Valencia College, and the University of Central Florida.

Creative Village's Phase I development was completed in 2022, representing an approximately $700 milion investment in the area as the future hub of creativity and learning in downtown Orlando.

The project's landscape master plan is centered around Luminary Green Park, a 2.3-acre park that includes a 1-acre great lawn, feature trellis, and and tree-lined promenade. Future plans for the development include community festivals and events hosted by the park.

Yellowstone Landscape was awarded the initial landscape maintenance and grounds services agreement for Creative Village, largely due to the developer's desire to see the area's landscape maintained at a resort-level quality with high attention to detail.

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FEATURED PROJECT

Cumberland Community Improvement District

YELLOWSTONE LANDSCAPE

LOCATION
Atlanta, Georgia

CLIENT
Cumberland Community Improvement District

PROPERTY TYPE
Community Improvement

SERVICES PROVIDED
Landscape Design
Landscape Enhancement

The Cumberland Community Improvement District, is a public-private assessment district in northwest Atlanta and was the first such entity created in the state, in 1988. Since then, the CID has existed to enhance, support, and protect the significant commercial interests of businesses in the area.

Yellowstone Landscape was honored to have been selected as the landscape contractor for one of the CID's recent landscape enhancement and beautification projects along US Highway 41, known locally as Cobb Parkway.

Yellowstone installed flowers, trees, ground covers, and other plant materials along the roadways and trails to help soften the appearance and beautify this important corridor in Cobb County's central business district.

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FEATURED PROJECT

The City of New Smyrna Beach

YELLOWSTONE LANDSCAPE

LOCATION
New Smyrna Beach, Florida

CLIENT
The City of New Smyrna Beach

PROPERTY TYPE
Local Government

SERVICES PROVIDED
Landscape Design
Landscape Enhancement
Landscape Maintenance

When *The City of New Smyrna Beach* launched an initiative to promote more tourism to the city, it also requested solicitations from the area's professional landscape firms to improve and maintain the appearance of city rights of way, including major state and county highways.

Yellowstone Landscape was selected to supply these services to the city in 2015 with an initial contract for a 3 year term.

Included in the contract, The City of New Smyrna Beach identified a total of 8 separate areas, including a 2.2 mile, paved multi-use trail, and specified unique maintenance standards for each area, placing special emphasis on the City's gateway areas located just off of the I-95 exit ramps and a major intersection leading to the city's business district.

Since the initial award, Yellowstone Landscape's quality of work has led the city to award additional areas, including the city's highly visible downtown corridor and retail districts.

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FEATURED PROJECT

The City of Ormond Beach

YELLOWSTONE LANDSCAPE

LOCATION
Ormond Beach, Florida

CLIENT
The City of Ormond Beach

PROPERTY TYPE
Local Government

SERVICES PROVIDED
Landscape Design
Landscape Enhancement
Landscape Maintenance

The City of Ormond Beach, nicknamed "The Birthplace of Speed", is an upscale community located just north of Daytona Beach, Florida, and home to approximately 40,000 residents.

In 2012, multiple landscape service contracts were consolidated into one partner agreement with Yellowstone Landscape, resulting in a more uniform appearance across the city's facilities, parks, and rights of way. High profile areas, most frequented by the city's residents, are detailed each week to maintain their desired appearance during the community's active events schedule.

Services also includes irrigation system maintenance and repairs, trash and debris removal at parks and city facilities, maintenance of more than 50 manicured medians, and athletic field maintenance of the city's sports field complexes.

In 2016, the city's landscape was recognized by FNGLA, Florida's state landscaping trade association, with a Landscape Award of Excellence.

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FEATURED PROJECT

Reunion Resort & Club

YELLOWSTONE LANDSCAPE

LOCATION
Orlando, Florida

CLIENT
Salamander Hotels & Resorts, GMS, Aegis Community Management

PROPERTY TYPE
Resort Community

SERVICES PROVIDED
Landscape Design
Landscape Installation
Landscape Maintenance

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

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

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

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

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

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

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References

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

Project Name:	Reunion East and Reunion West CDDs
Client Since:	2008
Services Provided:	Landscape Design & Installation, Landscape Maintenance
Client Contact Information:	Alan Scheerer, *Field Operations Manager* 407.398.2890 ascheerer@gmscfl.com

Project Name:	Stevens Plantation CDD
Client Since:	2015
Services Provided:	Landscape Design & Installation, Landscape Maintenance
Client Contact Information:	Gabriel Mena, *Area Field Manager* 313 Campus Street, Celebration, FL 34747 754.399.8440 Gabriel.mena@inframark.com

Project Name:	Hills of Minneola CDD
Client Since:	2022
Services Provided:	Landscape Design & Installation, Landscape Maintenance
Client Contact Information:	Mark Hills, *Property Manager* 811 Mabbette Street, Kissimmee, FL 34741 407.847.2280 info@myhoasolution.com

YELLOWSTONE LANDSCAPE

Windward CDD

STARTUP PLAN

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Summary of Observations

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To Mr. Wright and the Board of Directors,

I want to thank you for taking the time to go through this and thank you again for the opportunity. We understand your needs and we want to address some concerns in the photos listed below.

The following is a summary of our initial observations about the current condition of your landscape. In these pages, we've identified and documented the issues that we've observed in your landscape and noted some of the immediate opportunities for improvement and action steps that we would undertake, should we be awarded the opportunity to become your property's landscape maintenance partner.

Windward CDD

Friday, June 7, 2024

8 Items Identified

Josean Lopez
Yellowstone Landscape

Detail Maintenance

Ligustrum trees are in need of pruning.

Turf Performance

Throughout many areas of the property turf is not performing. Suggest implementing treatments along with a full irrigation inspection and possible replacement through areas past the point of return.

Palm Pruning
Many palms throughout the property are in need of pruning.

Stressed Plant Material
Plant material is severely stressed. Suggest full irrigation inspection.

Landscape Maintenance
Drains should be string trimmed with each service in order to maintain a neat appearance.

Landscape Maintenance
Edging should be completed regularly in order to maintain a neat appearance at all times.

Dry Spots

Suggest a full irrigation inspection to identify irrigation deficiencies throughout the property.

Weed Control

Several plant beds throughout the property are in need of hand pulling weeds or treating by chemical means.

Startup Plan – Windward CDD

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

First 30 Days

- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, blowing, and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds, and redefining landscape bed-lines)
- Spot treat weeds in turf areas to be reclaimed
- Continue weed control in planting beds
- Apply fertilizer to struggling shrubs on the property
- Begin insect and disease program on all plant material
- Perform first turf fertilizer application
- Walk Property with Property Manager to identify other areas of concern

Days 31-60

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

Days 61-90

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

YELLOWSTONE
LANDSCAPE

407.396.0529 tel
407.396.2023 fax

1773 Business Center Lane
Kissimmee, FL 34758

www.yellowstonelandscape.com

June 3, 2024

Jarett Wright, Field Manager
GMS
219 E. Livingston Street
Orlando, FL 32801

Re: Approach to Landscape Maintenance Services for Windward CDD

Dear Mr. Wright and Board,

In the following document we will break down our landscape approach to services for Windward Community Development District. We want you to understand how our crews work, who is responsible for what within our company, and how we will service the areas identified within the RFP. Yellowstone Landscape's extensive experience in production planning allows our teams to develop a program that will ensure that all tasks outlined in the RFP will be performed timely and consistently. All the tasks and teams will be managed by our account manager who will be your main point of contact within Yellowstone Landscape. This account manager will make sure outstanding quality and customer service are delivered.

1. Project Approach Breakdown
    a. Mow/detail team – During the growing season, a team of 4 crew members, which includes 1 Crew Leader, will service for 2 days. Crew size could vary to balance workload depending on the season. At the end of the day, we are a quality-based company and will always do what is right to create a successful partnership with your team.
        i. Mowing (Irrigated Turf Areas - 42x/year, Unirrigated Pond Banks -32x/year)
            1. Mowing, edging, string trimming, and blowing off all turf and hardscape areas.
                a. 52' standing mowers and 60" riding mowers will be utilized to perform mowing functions.
                b. String trimming of all signs, obstacles, and pond banks where mowers cannot access will be done on each visit when needed.
                c. Litter removal
        ii. Detail/Pruning/Weed Control (17x/year)
            1. High profile areas will be services on a weekly basis
            2. Hand-pruning and shearing
            3. Hand-pulling of weeds
            4. Non-selective weed control with Round-Up
                a. All our account managers, crew leaders, and crew leads have spray licenses
            5. Blowing off property after trimming
            6. Litter removal
            7. Ornamental grasses to be cut-back 1x/year

b. Palm Tree Trimming (1-2x/year)
    i. All palms on property will be trimmed in accordance with the scope of work
    ii. A separate arbor crew will be utilized to trim palms over 15'
c. Fertilization & Pest Control Services (12x/year)
    i. All applications will be applied by a certified technician and monthly reports will be supplied after completion.
    ii. All turf, shrubs, trees, and palms will be treated during the months outlined in RFP scope of work.
    iii. Turf and shrubs will be monitored for any disease or insect issues and will be treated accordingly
    iv. An Integrated Pest Management program will be always followed.
d. Irrigation System Maintenance (12x/year)
    i. Locations will be inspected monthly by a trained irrigation professional.
    ii. Inspections will include locating broken and damaged parts and valves, testing clocks, adjusting programs, adjusting pop-up and rotors for water coverage, and cutting around pop-ups that are restricted due to grass covering them
    iii. Client will be informed of all large irrigation breaks and repairs
e. Annual Flowers (4x/year)
    i. Fertilize flower beds after installation
    ii. Weed flower beds weekly to keep beds neat at all times
f. Mulching (2x/year)
    i. Mulch will be installed in all landscape beds areas and tree rings
g. Account Manager
    i. Full-time manager who will supervise and oversee all aspects of maintenance by our crew members.
    ii. Main point of contact
    iii. Will communicate any issues with the property and any scheduling conflicts.
        1. We are utilizing a tool called Site Audit which we can take pictures, make notes, and assign tasks to specific people within our company. It has been a highly effective tool and our customers are raving how much this improves communication and takes a pro-active approach.
        2. Account managers meet weekly with our branch manager to go over scheduling and adjustments that may be needed. We work together as a team to make sure our customers receive the best service and our crews stay on task.
    iv. Will provide weekly checklist of maintenance activities completed.

Please let us know if you have any questions about our scope of services or landscape approach. We are very excited about the potential opportunity!

Sincerely,

Pete Wittman
Branch Manager
Yellowstone Landscape
pwittman@yellowstonelandscape.com
407-319-8298

Windward CDD Detail Map

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Windward CDD

PRICING SUMMARIES

Excellence
IN COMMERCIAL LANDSCAPING

Windward Community Development District Landscape Fee Summary

Contractor: Yellowstone Landscape

Address: 1773 Business Center Lane

Phone: 407-396-0529
Fax: 407-396-2053
Contact: Nicole Ailes
Email: nailes@yellowstonelandscape.com

Property: Windward CDD

Address: 219 E. Livingston St.
Orlando, Florida, 32801

Phone:

Contact:
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Component A) - Mowing/Detailing	11,920	11,920	11,920	11,920	11,920	11,920	11,920	11,920	11,920	11,920	11,920	11,920	$143,040
TURF CARE (Component B) Bahia/St Augustine/Zoysia	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	$22,560
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching	545	545	545	545	545	545	545	545	545	545	545	545	$6,540
IRRIGATION MAINT. (Component D)	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	$12,120
ANNUAL CHANGES - (Component E.1)	2,520			2,520			2,520			2,520			$10,080
Per Annual Pricing: $2.10	1,200			1,200			1,200			1,200			
BED DRESSING - Estimate mulch yds (Component E.2)					17,100						17,100		$34,200
Per Yard Pricing: $57.00					300 Mulch Yds						300 Mulch Yds		
PALM TRIMMING 2x Per Year (Component E.3) *Per Palm Price:*						4,800		22,416				4,800	$32,016
Palm counts: 376													
TOTAL FEE PER MONTH	$17,875	$15,355	$15,355	$17,875	$32,455	$20,155	$17,875	$37,771	$15,355	$17,875	$32,455	$20,155	$269,550
Flat Fee Schedule	$21,713	$21,713	$21,713	$21,713	$21,713	$21,713	$21,713	$21,713	$21,713	$21,713	$21,713	$21,713	$260,556

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$184,296

Extra Services Annual Changes, Palm Pruning, Mulch	$76,254

TOTAL	$260,550.00

Initials_____ _____

SECTION D

SECTION 1

Windward
Community Development District

Summary of Check Register

May 3, 2024 through June 5, 2024

Fund	Date	Check No.'s		Amount
General Fund				
	5/8/24	873-875	$	2,882.90
	5/15/24	876-882	$	81,656.73
	5/22/24	883-885	$	3,158.64
	5/29/24	886-887	$	5,017.97
	6/5/24	888-891	$	75,819.58
		Total Amount	**$**	**168,535.82**

*** CHECK DATES 05/03/2024 - 06/05/2024 *** WINDWARD CDD - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
5/08/24	00010	5/06/24	9100	861 202404	320-53800-43000			*	30.80		
			17031 KEY BAY TRL								
		5/07/24	9100	861 202404	320-53800-43000			*	728.55		
			79811 FOUR SEASONS BLVD								
		5/07/24	9100	861 202404	320-53800-43500			*	1,530.14		
			0000 FOUR SEASONS BLVD								
							DUKE ENERGY			2,289.49	000873
5/08/24	00001	3/29/24	223	202403	320-53800-57400			*	213.41		
			GUARDHOUSE CLEANING								
							GOVERNMENTAL MANAGEMENT SERVICES			213.41	000874
5/08/24	00029	2/05/24	302690	202402	320-53800-46900			*	380.00		
			CHLORINE FEEDER KIT								
							SPIES POOL, LLC			380.00	000875
5/15/24	00014	5/13/24	14382	202405	320-53800-47000			*	24.00		
			PSK CLOUD SUBSCRIPTION								
		5/13/24	14486	202405	320-53800-47000			*	120.00		
			WI-PAK MONTHLY SVC-MAY24								
							ACCESS CONTROL SYSTEMS, LLC			144.00	000876
5/15/24	00041	4/30/24	17576	202404	320-53800-47100			*	375.00		
			LAKE MAINTENANCE APR24								
		5/03/24	17651	202405	320-53800-47100			*	3,000.00		
			VEGETATION REMOVAL								
							AQUATIC WEED MANAGEMENT, INC			3,375.00	000877
5/15/24	00010	5/09/24	9100	861 202404	320-53800-43000			*	30.80		
			24081 SANDY CREEK TRAIL								
		5/09/24	9100	861 202404	320-53800-43000			*	152.00		
			7980 FOUR SEASONS BLVD								
		5/09/24	9100	861 202404	320-53800-43000			*	59.05		
			77001 FOUR SEASONS BLVD								
		5/09/24	9100	861 202404	320-53800-43000			*	50.80		
			78151 FOUR SEASONS BLVD								
		5/09/24	9100	861 202404	320-53800-43000			*	58.88		
			21051 PEBBLE PASSAGE LN								
		5/09/24	9100	861 202404	320-53800-43000			*	30.80		
			79011 HANSON BAY PL								
		5/13/24	9100	861 202404	320-53800-43500			*	1,712.47		
			4 SEASONS PH1B SL								
		5/13/24	9101	537 202404	320-53800-43500			*	1,837.32		
			000 FOURSEASONS BLVD LITE								
							DUKE ENERGY			3,932.12	000878

*** CHECK DATES 05/03/2024 - 06/05/2024 *** WINDWARD CDD - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
5/15/24	00001	5/01/24	221	202405	310-51300-34000			*	3,443.92		
			MANAGEMENT FEES - MAY 24								
		5/01/24	221	202405	310-51300-35200			*	88.33		
			WEBSITE ADMIN - MAY 24								
		5/01/24	221	202405	310-51300-35100			*	154.58		
			INFORMATION TECH - MAY 24								
		5/01/24	221	202405	310-51300-31300			*	801.67		
			DISSEMINATION - MAY 24								
		5/01/24	221	202405	310-51300-51000			*	.39		
			OFFICE SUPPLIES								
		5/01/24	221	202405	310-51300-42000			*	167.20		
			POSTAGE								
		5/01/24	221	202405	310-51300-42500			*	8.10		
			COPIES								
		5/01/24	222	202405	320-53800-12000			*	1,476.00		
			FIELD MANAGEMENT - MAY 24								
							GOVERNMENTAL MANAGEMENT SERVICES			6,140.19	000879
5/15/24	00042	4/30/24	261678	202404	320-53800-46700			*	8,509.00		
			MULCH 4/30/24								
		4/30/24	261679	202404	320-53800-46400			*	686.00		
			IRRIGATION REPAIRS								
		4/30/24	261680	202404	320-53800-46400			*	820.00		
			IRRIGATION REPAIRS								
		4/30/24	261682	202404	320-53800-46700			*	475.00		
			TREE RESTRAPPING								
		4/30/24	261683	202404	320-53800-46700			*	831.94		
			FLUSH CUT PALM SANDYCREEK								
		5/01/24	262214	202405	320-53800-46800			*	12,725.44		
			LANDSCAPE MAINT - MAY 24								
							JUNIPER LANDSCAPING OF FLORIDA, LLC			24,047.38	000880
5/15/24	00057	5/14/24	20240514	202405	320-53800-47000			*	3,400.00		
			2024 RESERVE STUDY								
							RESERVE STUDY INSTITUTE, LLC			3,400.00	000881
5/15/24	00009	4/30/24	00262245	202404	320-53800-43100			*	50.46		
			7900 FOUR SEASONS								
		4/30/24	00262245	202404	320-53800-43100			*	39.41		
			7900 FOURSEASONS BLVD ODD								
		4/30/24	00262245	202404	320-53800-43100			*	26.72		
			7980 FOUR SEASONS BLVD GH								
		4/30/24	00262245	202404	320-53800-43100			*	40,501.45		
			0 FOUR SEASONS BLVD								
							TOHO WATER AUTHORITY			40,618.04	000882

*** CHECK DATES 05/03/2024 - 06/05/2024 ***
WINDWARD CDD - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
5/22/24	00010	5/20/24	9100 861 000 SAND HILL RD	202405	320-53800-43500		*	1,735.44		
						DUKE ENERGY			1,735.44	000883
5/22/24	00002	5/15/24	129042 GENERAL COUNSEL - APR 24	202404	310-51300-31500		*	459.00		
						LATHAM,LUNA,EDEN & BEAUDINE,LLP			459.00	000884
5/22/24	00011	5/13/24	18-021(8 ENGINEERING FEE APR24	202404	310-51300-31100		*	964.20		
						POULOS & BENNETT			964.20	000885
5/29/24	00010	5/29/24	9100 861 000 SHADOW TREE LN	202405	320-53800-43500		*	4,242.97		
						DUKE ENERGY			4,242.97	000886
5/29/24	00056	5/01/24	10841 FOUNTAIN MAINT - MAY 24	202405	320-53800-46900		*	775.00		
						LEXINGTON POOL & MAINTENANCE, LLC			775.00	000887
6/05/24	00041	5/30/24	17751 LAKE MAINTENANCE - MAY 24	202405	320-53800-47100		*	375.00		
						AQUATIC WEED MANAGEMENT, INC			375.00	000888
6/05/24	00042	6/01/24	266450 LANDSCAPE MAINT - JUN 24	202406	320-53800-46800		*	12,725.44		
		6/01/24	266451 IRRIGATION REPAIRS	202406	320-53800-46400		*	1,645.53		
						JUNIPER LANDSCAPING OF FLORIDA, LLC			14,370.97	000889
6/05/24	00052	5/29/24	2728 DISC POND MAINT - APR 24	202404	320-53800-47100		*	600.00		
		5/29/24	2728 TILL 2 PONDS - APR 24	202404	320-53800-47100		*	1,000.00		
						TOOLE'S TRACTOR SERVICES & H2O			1,600.00	000890
6/05/24	00009	5/24/24	00262245 7700 FOUR SEASONS	202405	320-53800-43100		*	59,473.61		
						TOHO WATER AUTHORITY			59,473.61	000891

TOTAL FOR BANK A 168,535.82

TOTAL FOR REGISTER 168,535.82

SECTION 2

Windward

Community Development District

Unaudited Financial Reporting

April 30, 2024

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Windward

Community Development District

Combined Balance Sheet

April 30, 2024

	General Fund	*Debt Service Fund*	*Capital Projects Fund*	*Totals Governmental Funds*
Assets:				
Cash	$ 536,002	$ -	$ -	$ 536,002
Due from Other	$ 41,140	$ -	$ -	$ 41,140
Due from General Fund	$ -	$ 50	$ -	$ 50
Investments				
Series 2018 A-1/A-2				
Reserve A-1	$ -	$ 121,730	$ -	$ 121,730
Revenue	$ -	$ 277,924	$ -	$ 277,924
Construction	$ -	$ -	$ 5,604	$ 5,604
Series 2020 A-1/A-2				
Reserve A-1	$ -	$ 127,656	$ -	$ 127,656
Reserve A-2	$ -	$ 66,817	$ -	$ 66,817
Revenue	$ -	$ 477,235	$ -	$ 477,235
Prepayment A-2	$ -	$ 567,698	$ -	$ 567,698
Construction	$ -	$ -	$ 2,631,797	$ 2,631,797
Cost of Issuance	$ -	$ -	$ 32,513	$ 32,513
Total Assets	**$ 577,142**	**$ 1,639,111**	**$ 2,669,914**	**$ 4,886,166**
Liabilities:				
Accounts Payable	$ 118,505	$ -	$ -	$ 118,505
Due to Debt Service Fund	$ 50	$ -	$ -	$ 50
Total Liabilities	**$ 118,555**	**$ -**	**$ -**	**$ 118,555**
Fund Balances:				
Restricted for:				
Debt Service	$ -	$ 1,639,111	$ -	$ 1,639,111
Capital Projects	$ -	$ -	$ 2,669,914	$ 2,669,914
Unassigned	$ 458,587	$ -	$ -	$ 458,587
Total Fund Balances	**$ 458,587**	**$ 1,639,111**	**$ 2,669,914**	**$ 4,767,611**
Total Liabilities & Fund Balance	$ 577,142	$ 1,639,111	$ 2,669,914	$ 4,886,166

Windward

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2024

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
Revenues				
Assessments - Tax Roll	$ 1,111,941	$ 1,096,124	$ 1,096,124	$ -
Miscellaneous Revenue	$ -	$ -	$ 7,521	$ 7,521
Deficit Funding	$ 105,000	$ 105,000	$ 214,266	$ 109,266
Total Revenues	**$ 1,216,941**	**$ 1,201,124**	**$ 1,317,912**	**$ 116,788**
Expenditures:				
General & Administrative:				
Supervisors Fees	$ 4,800	$ 2,800	$ -	$ 2,800
FICA Expense	$ 367	$ 214	$ -	$ 214
Engineering	$ 16,000	$ 9,333	$ 4,518	$ 4,816
Attorney	$ 25,000	$ 14,583	$ 9,349	$ 5,234
Arbitrage	$ 900	$ 450	$ 450	$ -
Dissemination	$ 9,620	$ 5,612	$ 7,112	$ (1,500)
Annual Audit	$ 6,500	$ 6,500	$ 6,500	$ -
Trustee Fees	$ 8,008	$ 7,758	$ 7,758	$ -
Assessment Administration	$ 5,300	$ 5,300	$ 5,300	$ -
Management Fees	$ 41,327	$ 24,108	$ 24,107	$ 0
Information Technology	$ 1,855	$ 1,082	$ 1,082	$ 0
Website Maintenance	$ 1,060	$ 618	$ 618	$ 0
Telephone	$ 125	$ 73	$ -	$ 73
Postage	$ 800	$ 467	$ 503	$ (37)
Travel Per Diem	$ 660	$ 385	$ -	$ 385
Printing & Binding	$ 500	$ 292	$ 52	$ 239
Insurance	$ 6,586	$ 6,586	$ 6,197	$ 389
Legal Advertising	$ 1,500	$ 875	$ -	$ 875
Other Current Charges	$ 2,000	$ 1,167	$ 387	$ 779
Office Supplies	$ 150	$ 88	$ 4	$ 84
Property Appraiser	$ 500	$ 261	$ 261	$ -
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total General & Administrative:	**$ 133,733**	**$ 88,726**	**$ 74,374**	**$ 14,352**

Windward

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2024

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
Operation & Maintenance				
Field Expenditures				
Field Services	$ 17,712	$ 10,332	$ 10,332	$ (0)
Facility Maintenance	$ 10,000	$ 5,833	$ 450	$ 5,384
Electric	$ 158,992	$ 92,745	$ 84,793	$ 7,952
Water & Sewer	$ 531,795	$ 310,214	$ 574,335	$ (264,121)
Security Building Maintenance	$ 10,000	$ 5,833	$ 9,484	$ (3,650)
Landscape Maintenance	$ 237,545	$ 138,568	$ 88,589	$ 49,979
Landscape Contingency	$ 40,000	$ 23,333	$ 234,177	$ (210,843)
Property Insurance	$ 5,664	$ 5,664	$ 6,012	$ (348)
Fountain Maintenance	$ 14,600	$ 8,517	$ 6,984	$ 1,533
Lake Maintenance	$ 9,000	$ 5,250	$ 10,825	$ (5,575)
Irrigation Repairs	$ 25,000	$ 14,583	$ 19,905	$ (5,321)
Lighting Maintenance	$ 2,500	$ 1,458	$ -	$ 1,458
Monument Maintenance	$ 1,400	$ 817	$ 10,025	$ (9,208)
Roadway Maintenance	$ 9,000	$ 5,250	$ -	$ 5,250
Contingency	$ 10,000	$ 5,833	$ 11,932	$ (6,099)
Total Operations & Maintenance Expenditures	**$ 1,083,208**	**$ 634,231**	**$ 1,067,841**	**$ (433,610)**
Total Expenditures	**$ 1,216,941**	**$ 722,957**	**$ 1,142,215**	**$ (419,257)**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ 175,697	
Fund Balance - Beginning	$ -		$ 282,889	
Fund Balance - Ending	$ -		$ 458,587	

Windward

Community Development District

Debt Service Fund - Series 2018-A1

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2024

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
Revenues				
Assessments - 2018 A1 Tax Roll	$ 243,648	$ 240,182	$ 240,182	$ -
Interest Income	$ 250	$ 146	$ 7,483	$ 7,338
Total Revenues	**$ 243,898**	**$ 240,328**	**$ 247,665**	**$ 7,338**
Expenditures:				
Series 2018A-1				
Interest - 11/1	$ 92,495	$ 92,495	$ 92,495	$ -
Principal - 5/1	$ 60,000	$ -	$ -	$ -
Interest - 5/1	$ 92,495	$ -	$ -	$ -
Total Expenditures	**$ 244,990**	**$ 92,495**	**$ 92,495**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ (1,092)		$ 155,170	
Fund Balance - Beginning	$ 119,287		$ 244,508	
Fund Balance - Ending	$ 118,195		$ 399,679	

Windward

Community Development District

Debt Service Fund - Series 2020-A1

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2024

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
Revenues				
Assessments - 2020 A1 Tax Roll	$ 255,379	$ 251,746	$ 251,746	$ -
Interest Income	$ -	$ -	$ 11,954	$ 11,954
Total Revenues	**$ 255,379**	**$ 251,746**	**$ 263,700**	**$ 11,954**
Expenditures:				
Series 2020A-1				
Interest - 11/1	$ 86,926	$ 86,926	$ 86,926	$ -
Principal - 5/1	$ 80,000	$ -	$ -	$ -
Interest - 5/1	$ 86,926	$ -	$ -	$ -
Total Expenditures	**$ 253,853**	**$ 86,926**	**$ 86,926**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ 1,527		$ 176,774	
Fund Balance - Beginning	$ 95,755		$ 225,311	
Fund Balance - Ending	$ 97,281		$ 402,085	

Windward

Community Development District

Debt Service Fund - Series 2020-A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2024

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
Revenues				
Assessments - 2020 A2 Direct	$ 156,640	$ 65,560	$ 65,560	$ -
Assessments - Prepayments	$ -	$ -	$ 1,251,798	$ 1,251,798
Interest Income	$ -	$ -	$ 17,020	$ 17,020
Total Revenues	**$ 156,640**	**$ 65,560**	**$ 1,334,378**	**$ 1,268,818**
Expenditures:				
Series 2020A-2				
Interest - 11/1	$ 78,320	$ 78,320	$ 78,320	$ -
Special Call - 11/1	$ -	$ -	$ 580,000	$ (580,000)
Interest - 2/1	$ -	$ -	$ 7,700	$ (7,700)
Special Call - 2/1	$ -	$ -	$ 700,000	$ (700,000)
Interest - 5/1	$ 78,320	$ -	$ -	$ -
Total Expenditures	**$ 156,640**	**$ 78,320**	**$ 1,366,020**	**$ (1,287,700)**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (31,642)	
Fund Balance - Beginning	$ 205,085		$ 868,988	
Fund Balance - Ending	$ 205,085		$ 837,347	

Windward

Community Development District

Capital Projects Fund - Series 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2024

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
Revenues				
Interest	$ -	$ -	$ 170	$ 170
Total Revenues	**$ -**	**$ -**	**$ 170**	**$ 170**
Expenditures:				
Capital Outlay	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ 170	
Fund Balance - Beginning	$ -		$ 5,434	
Fund Balance - Ending	$ -		$ 5,604	

Windward

Community Development District

Capital Projects Fund - Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2024

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
Revenues				
Interest	$ -	$ -	$ 80,738	$ 80,738
Total Revenues	**$ -**	**$ -**	**$ 80,738**	**$ 80,738**
Expenditures:				
Capital Outlay	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Excess Revenues (Expenditures)	$ -		$ 80,738	
Fund Balance - Beginning	$ -		$ 2,583,572	
Fund Balance - Ending	$ -		$ 2,664,310	

Windward

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessments - Tax Roll	$ -	$ 339,020	$ 680,357	$ 32,203	$ 13,111	$ 18,678	$ 12,755	$ -	$ -	$ -	$ -	$ -	$ 1,096,124
Assessments - Direct	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous Revenue	$ -	$ 5,265	$ -	$ 2,256	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,521
Deficit Funding	$ 24,730	$ -	$ 189,536	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 214,266
Total Revenues	**$ 24,730**	**$ 344,285**	**$ 869,894**	**$ 34,459**	**$ 13,111**	**$ 18,678**	**$ 12,755**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,317,912**
Expenditures:													
General & Administrative:													
Supervisors Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FICA Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Engineering	$ 2,030	$ 525	$ 124	$ -	$ 263	$ 613	$ 964	$ -	$ -	$ -	$ -	$ -	$ 4,518
Attorney	$ 4,880	$ 252	$ 368	$ 1,341	$ 1,913	$ 137	$ 459	$ -	$ -	$ -	$ -	$ -	$ 9,349
Arbitrage	$ -	$ 450	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 450
Dissemination	$ 1,302	$ 802	$ 802	$ 1,302	$ 802	$ 802	$ 1,302	$ -	$ -	$ -	$ -	$ -	$ 7,112
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ 6,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,500
Trustee Fees	$ -	$ 4,041	$ 3,717	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,758
Assessment Administration	$ 5,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,300
Management Fees	$ 3,444	$ 3,444	$ 3,444	$ 3,444	$ 3,444	$ 3,444	$ 3,444	$ -	$ -	$ -	$ -	$ -	$ 24,107
Information Technology	$ 155	$ 155	$ 154	$ 155	$ 155	$ 155	$ 155	$ -	$ -	$ -	$ -	$ -	$ 1,082
Website Maintenance	$ 88	$ 88	$ 88	$ 88	$ 88	$ 88	$ 88	$ -	$ -	$ -	$ -	$ -	$ 618
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 10	$ 37	$ 38	$ 29	$ 274	$ 11	$ 105	$ -	$ -	$ -	$ -	$ -	$ 503
Travel Per Diem	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Printing & Binding	$ -	$ 23	$ -	$ -	$ 23	$ 6	$ -	$ -	$ -	$ -	$ -	$ -	$ 52
Insurance	$ 6,197	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,197
Legal Advertising	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Current Charges	$ 39	$ 40	$ 41	$ 39	$ 42	$ 41	$ 146	$ -	$ -	$ -	$ -	$ -	$ 387
Office Supplies	$ 0	$ 1	$ 1	$ 0	$ 1	$ 1	$ 0	$ -	$ -	$ -	$ -	$ -	$ 4
Property Appraiser	$ -	$ -	$ -	$ -	$ 261	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 261
Property Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total General & Administrative:	**$ 23,620**	**$ 9,857**	**$ 8,776**	**$ 6,398**	**$ 7,265**	**$ 11,797**	**$ 6,663**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 74,374**

Windward

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Operation & Maintenance													
Field Expenditures													
Field Services	$ 1,476	$ 1,476	$ 1,476	$ 1,476	$ 1,476	$ 1,476	$ 1,476	$ -	$ -	$ -	$ -	$ -	$ 10,332
Facility Maintenance	$ -	$ -	$ 450	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 450
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Electric	$ 12,190	$ 12,175	$ 11,787	$ 12,041	$ 8,662	$ 6,903	$ 21,034	$ -	$ -	$ -	$ -	$ -	$ 84,793
Water & Sewer	$ 116,703	$ 110,801	$ 87,889	$ 60,177	$ 78,916	$ 69,661	$ 50,186	$ -	$ -	$ -	$ -	$ -	$ 574,335
Security Building Maintenance	$ 2,922	$ 580	$ 678	$ 1,034	$ 550	$ 2,778	$ 941	$ -	$ -	$ -	$ -	$ -	$ 9,484
Landscape Maintenance	$ 12,236	$ 12,725	$ 12,725	$ 12,725	$ 12,725	$ 12,725	$ 12,725	$ -	$ -	$ -	$ -	$ -	$ 88,589
Landscape Contingency	$ 2,310	$ 189,536	$ 19,031	$ 1,655	$ 10,144	$ 1,295	$ 10,205	$ -	$ -	$ -	$ -	$ -	$ 234,177
Property Insurance	$ 6,012	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,012
Fountain Maintenance	$ 1,229	$ 1,000	$ 800	$ 800	$ 1,380	$ 1,000	$ 775	$ -	$ -	$ -	$ -	$ -	$ 6,984
Lake Maintenance	$ 2,575	$ 375	$ 2,575	$ 750	$ 2,575	$ 375	$ 1,600	$ -	$ -	$ -	$ -	$ -	$ 10,825
Irrigation Repairs	$ 2,080	$ 1,040	$ 9,219	$ 1,360	$ 3,343	$ 1,356	$ 1,506	$ -	$ -	$ -	$ -	$ -	$ 19,905
Lighting Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Monument Maintenance	$ 10,025	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,025
Roadway Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	$ 7,050	$ 3,090	$ 120	$ 120	$ 120	$ 374	$ 1,058	$ -	$ -	$ -	$ -	$ -	$ 11,932
Total Operations & Maintenance Expenses	**$ 176,808**	**$ 332,799**	**$ 146,751**	**$ 92,139**	**$ 119,892**	**$ 97,944**	**$ 101,508**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,067,841**
Total Expenditures	**$ 200,428**	**$ 342,656**	**$ 155,527**	**$ 98,536**	**$ 127,157**	**$ 109,740**	**$ 108,170**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,142,215**
Excess (Deficiency) of Revenues over Expenditures	$ (175,698)	$ 1,629	$ 714,367	$ (64,077)	$ (114,047)	$ (91,062)	$ (95,415)	$ -	$ -	$ -	$ -	$ -	$ 175,697

Windward

Community Development District

LONG TERM DEBT REPORT

SERIES 2018A-1, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	4.500%, 5.100%, 5.700%, 5.800%	
MATURITY DATE:	5/1/2049	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	$121,730	
RESERVE FUND BALANCE	$121,730	
BONDS OUTSTANDING - 11/07/18		$3,460,000
PRINCIPAL PAYMENT - 05/01/20		($50,000)
PRINCIPAL PAYMENT - 05/01/21		($50,000)
PRINCIPAL PAYMENT - 05/01/22		($50,000)
PRINCIPAL PAYMENT - 05/01/23		($55,000)
CURRENT BONDS OUTSTANDING		**$3,255,000**

SERIES 2018A-2, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	5.800%	
MATURITY DATE:	11/1/2029	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL INTEREST	
RESERVE FUND REQUIREMENT	$0	
RESERVE FUND BALANCE	$0	
BONDS OUTSTANDING - 11/07/18		$4,120,000
SPECIAL CALL - 05/01/19		($150,000)
SPECIAL CALL - 08/01/19		($245,000)
SPECIAL CALL - 11/01/19		($330,000)
SPECIAL CALL - 02/01/20		($200,000)
SPECIAL CALL - 05/01/20		($205,000)
SPECIAL CALL - 08/01/20		($305,000)
SPECIAL CALL - 11/01/20		($665,000)
SPECIAL CALL - 02/01/21		($580,000)
SPECIAL CALL - 05/01/21		($85,000)
SPECIAL CALL - 08/01/21		($1,060,000)
SPECIAL CALL - 11/01/21		($210,000)
SPECIAL CALL - 02/01/22		($75,000)
SPECIAL CALL - 05/01/22		($5,000)
SPECIAL CALL - 11/01/22		($5,000)
CURRENT BONDS OUTSTANDING		**$0**

Windward

Community Development District

LONG TERM DEBT REPORT

SERIES 2020A-1, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	3.00%, 3.650%, 4.250%, 4.500%	
MATURITY DATE:	5/1/2051	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	$127,656	
RESERVE FUND BALANCE	$127,656	
BONDS OUTSTANDING - 10/29/20		$4,230,000
PRINCIPAL PAYMENT - 05/01/22		($75,000)
PRINCIPAL PAYMENT - 05/01/23		($80,000)
CURRENT BONDS OUTSTANDING		**$4,075,000**

SERIES 2020A-2, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	4.400%	
MATURITY DATE:	11/1/2035	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL INTEREST	
RESERVE FUND REQUIREMENT	$66,521	
RESERVE FUND BALANCE	$66,817	
BONDS OUTSTANDING - 10/29/20		$8,010,000
SPECIAL CALL - 11/01/21		($230,000)
SPECIAL CALL - 02/01/22		($675,000)
SPECIAL CALL - 05/01/22		($480,000)
SPECIAL CALL - 08/01/22		($715,000)
SPECIAL CALL - 11/01/22		($485,000)
SPECIAL CALL - 02/01/23		($1,045,000)
SPECIAL CALL - 05/01/23		($410,000)
SPECIAL CALL - 08/01/23		($410,000)
SPECIAL CALL - 11/01/23		($580,000)
SPECIAL CALL - 02/01/24		($700,000)
CURRENT BONDS OUTSTANDING		**$2,280,000**

Windward

Community Development District

Special Assessment Receipts

Fiscal Year 2024

Gross	$ 1,182,916.77	$ 259,200.00	$ 271,680.00	$ 1,713,796.77
	$ 1,111,941.76	$ 243,648.00	$ 255,379.20	$ 1,610,968.96

ON ROLL ASSESSMENTS

								ASSESSED THROUGH COUNTY		
							69.02%	15.12%	15.85%	100.00%
Date	*Distribution*	*Gross Amount*	*Discount/Penalty*	*Commission*	*Interest*	*Net Receipts*	*General Fund*	*S2018 A1 DSF Portion*	*S2020 A1 DSF Portion*	*Total*
11/10/23	ACH	$13,271.45	$0.00	($265.43)	$0.00	$13,006.02	$8,977.17	$1,967.07	$2,061.78	$13,006.02
11/24/23	ACH	$487,921.16	$0.00	($9,758.42)	$0.00	$478,162.74	$330,043.06	$72,318.83	$75,800.85	$478,162.74
12/11/23	ACH	$975,842.37	$0.00	($19,516.85)	$0.00	$956,325.52	$660,086.14	$144,637.67	$151,601.71	$956,325.52
12/28/23	ACH	$29,968.23	$0.00	($599.37)	$0.00	$29,368.86	$20,271.32	$4,441.84	$4,655.70	$29,368.86
01/10/24	ACH	$10,053.00	$0.00	($201.06)	$0.00	$9,851.94	$6,800.12	$1,490.04	$1,561.78	$9,851.94
01/10/24	ACH	$36,073.43	$0.00	($721.46)	$0.00	$35,351.97	$24,401.05	$5,346.74	$5,604.18	$35,351.97
01/31/24	INTEREST	$0.00	$0.00	$0.00	$1,451.27	$1,451.27	$1,001.72	$219.49	$230.06	$1,451.27
02/08/24	ACH	$1,190.40	$0.00	($23.81)	$0.00	$1,166.59	$805.22	$176.44	$184.93	$1,166.59
02/08/24	ACH	$18,191.67	$0.00	($363.83)	$0.00	$17,827.84	$12,305.34	$2,696.34	$2,826.16	$17,827.84
03/08/24	ACH	$27,612.90	$0.00	($552.26)	$0.00	$27,060.64	$18,678.11	$4,092.74	$4,289.79	$27,060.64
04/08/24	ACH	$9,297.27	$0.00	($185.94)	$0.00	$9,111.33	$6,288.92	$1,378.03	$1,444.38	$9,111.33
04/08/24	ACH	$9,394.52	$0.00	($187.90)	$0.00	$9,206.62	$6,354.70	$1,392.44	$1,459.48	$9,206.62
04/19/24	ACH	$0.00	$0.00	$0.00	$161.48	$161.48	$111.46	$24.42	$25.60	$161.48
	TOTAL	**$ 1,618,816.40**	**$ -**	**$ (32,376.33)**	**$ 1,612.75**	**$ 1,588,052.82**	**$ 1,096,124.33**	**$ 240,182.09**	**$ 251,746.40**	**$ 1,588,052.82**

99%	**Gross Percent Collected**
$ 22,916.14	**Balance Remaining to Collect**

DIRECT BILL ASSESSMENTS

K. Hovnanian at Mystic Dunes, LLC

			Net Assessments	$131,120.00	$131,120.00
Date Received	Due Date	Check No.	Net Assessed	Amount Received	Debt Service Fund 2020 A2
3/24/24	4/1/24	8450	$65,560.00	$65,560.00	$65,560.00
	10/1/24		$65,560.00		$0.00
			$ 131,120.00	**$ 65,560.00**	**$ 65,560.00**

SECTION 3

Windward CDD -
Action Item Tracking

Item	Category	Responsible	Date Added	Notes
CDD Area behind homes on Whitewood Court - Never Sodded	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
CDD Area between black fence at Sand Hill Rd and sidewalk near Whitewood Court - Never Sodded	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Sod at ROW at Whitewood Ct - Near Pond - Construction Damage	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Sod at ROW at Sand Pierre at pond - Construction Damage - bathroom and dumpsters	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Sod at ROW at Pebble Passage at pond across from lift station - Construction Damage - never sodded	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Sod at ROW at Limestone at pond n - Construction Damage	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Move 2 trees against fence at dog park to inside park for shade	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Wall at Limestone behind homes on FSB needs raised up	Hardscaping	Developer	4/22/24	Develoer to provide ypdate later
Dead Tree at Limestone cel de sac needs removed	Landscaping	Developer	4/22/24	Developer states this to be complete May 2024
Limestone Trail Cul de sac drainage - curb holding water	Stormwater	Developer	4/22/24	Developer meeting with contractor
Silt fence remains in place in several areas (around ponds, area 4B)	Hardscaping	Developer	4/22/24	Developer states this to be complete May 2024
Broken sidewalk near headwall/lake at light pole	Hardscaping	Developer	4/22/24	Developer meeting with contractor
Key Bay Trail - Drain Clean Up - Missing Headwall and Rip Rap	Stormwater	Developer	4/22/24	Developer meeting with contractor
Broken sidewalk near Old Lake Wilson just inside gate	Hardscaping	Developer	4/22/24	Developer meeting with contractor
Review Master Sign plan for missing street signs, stop signs, and misplaced signs	Hardscaping	Developer	4/22/24	Develper meeting with Osceola County
Large Underground conduit sticking up outside gate at Old Lake Wilson - Duke	Utilities	Developer	4/22/24	Developer Requested from Duke Permission to remove
Smaller Undergroudn conduits throughout community	Utilities	Developer	4/22/24	Develper meeting with contractors
Safety mat/truncated domes not installed at Flora Pass and FSB	Hardscaping	Developer	4/22/24	Developer meeting with contractor
Connect all irrigation clocks to power and two wire to get rid of battery powered irrigation	Irrigation	Developer	4/22/24	Developer states this to be complete May 2024
What are new power meters at ponds on Limestone and Seagrass	Utilities	Developer	4/22/24	These are to supply power to irrigation Timeers
Well Issues	Engineering	S Saha	2/21/24	Engineer to determine if well could be used for water supplementation, met with Engineer on 2/27/24
Palm Tree Dead - Key Bay Tr	Landscaping	Juniper	2/21/24	Awaiting proposal from vendor
Irrigation Issues at Roundabout	Landscaping	Juniper	2/21/24	See landscape Review Notes - 2/21/24
Palms Dying at Roundabout	Landscaping	Juniper	2/21/24	See landscape Review Notes - 2/21/24 - Proposal sent to CDD, awaiting remoavl of trees from vendor
Sandy Creek Exit - Maintenance	Landscaping	Juniper	2/21/24	See landscape Review Notes - 2/21/24 lots of turf missing around palms, stumps not removed
Hanson Bay - Irrigation Water Sensor installed under tree	Landscaping	Juniper	2/21/24	See landscape Review Notes - 2/21/24
Antilles Club - Park Area Still has ruts, different mulch	Landscaping	Juniper	2/22/24	See landscape Review Notes - 2/21/24
Model Area - Tree Stumps, Dead Palms	Landscaping	Juniper	2/23/24	Dead palms approved for removal, expecting proposal for restoration
Front Entrance - Mulch Mixed Up, no defined beds, not maintained on back of wall	Landscaping	Juniper	2/24/24	See landscape Review Notes - 2/21/24
Old Lake Wilson - Stump Grinding Not Completed	Landscaping	Juniper	2/21/24	See landscape Review Notes - 2/21/24
Road Issue at Four Seasons and Flora Pass	Road	S Saha	2/21/24	Lorry King road concern, Dan reviewiew per 2/21/24 email
Sandy Creek - Repair Storm Water Stucture	Stormwater	S Saha	2/21/24	Engineer does not believe this is CDD to repair
Seagrass Point Pond - Needs Maintenance	Stormwater	GMS	2/21/24	Vendor is coordinating cleanup
Connection to gate system/cameras	Gates	GMS	2/22/24	Checking with HOA on Update to Spectrum
Completed Items				
Coral Shores Palms - Trees Crooked	Landscaping	Juniper	2/24/24	COMPLETED
Contact Mystic Dunes regarding paths	Admin	J Showe	2/21/24	COMPLETED
Awabuki - Irrigation	Stormwater	A. Hatton	2/21/24	COMPLETED
Khov to Review Trees on Estuary	Landscaping	J. Clark	2/21/24	Khov to review tree plan in light of complaints from resident
Pond W-4A Key Bay Trail Pond Clean Up	Stormwater	GMS	2/28/24	
Reclaimed Water Billing - HOA/CDD Split	Acounting	GMS	4/24/24	50/50 Split per Engineer

Updated 6/18/24