## Windward Community Development District Special Meeting Agenda

Wednesday July 10, 2024 1:00 p.m.

7813 Four Seasons Blvd. Kissimmee, Florida

- 1. Roll Call
- 2. Landscape Proposal Presentations
  - A. BrightView
  - B. Duval Landscape Maintenance
  - C. FloraLawn
  - D. Prince & Sons
- 3. Review of Remaining Proposals
  - A. Helping Hand Lawn Care
  - B. Juniper
  - C. OmegaScapes
  - D. Rotolo Consultants Inc.- RCI
  - E. United Land Service
  - F. Weber/ Continuum
  - G. Yellowstone Landscape
- 4. Supervisor's Requests
- 5. Adjournment

#### Windward CDD Landscape RFP Overview Bid Summary Package

Exhibit A: Bid Scoring Sheet Exhibit B: Scoring Rubric

Exhibit C: Summary Ranking Sheet- Year 1

Exhibit D: Summary Scoring Sheet - 5 Year Pricing &

Exhibit E: Average Vendor Fee Summaries

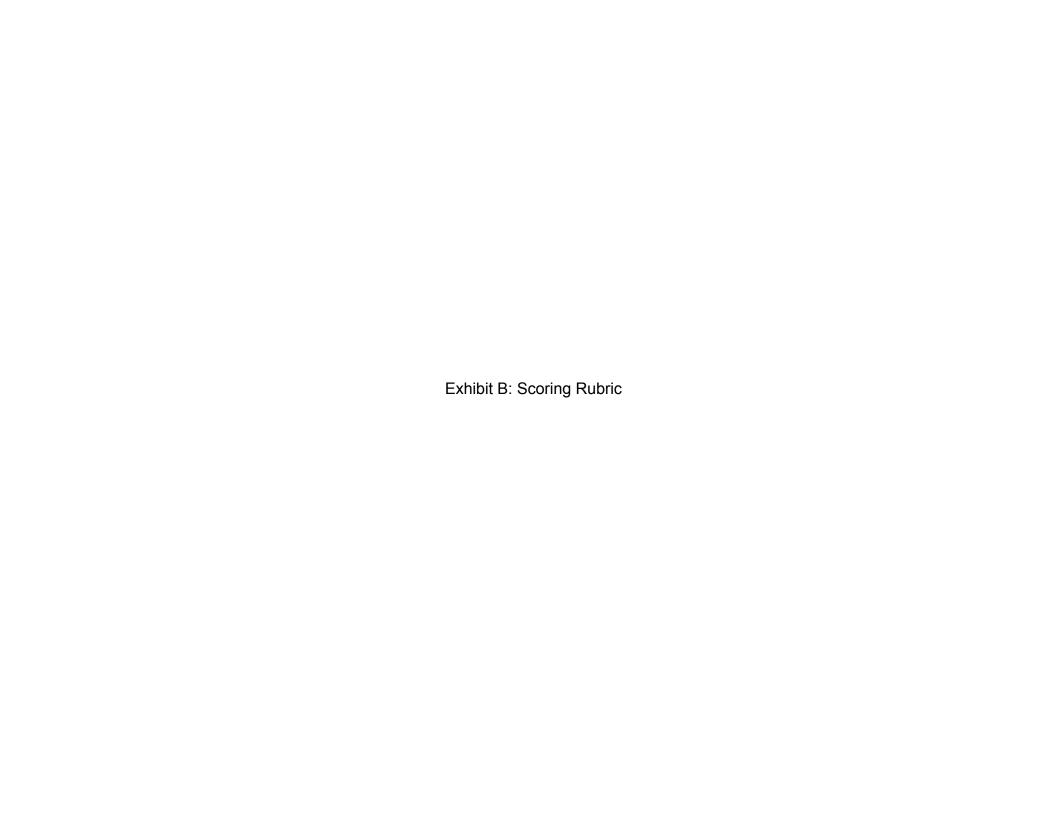
Exhibit F: GMS Staff Ranking



Windward CDD Landscape RFP 2024 - Ranking Sheet

•		Williawara CDL	Landscape RFP	ZUZ4 - Kalikiliy Si	ieet		
Firm Name	1- Personnel & Equipment (20 points possible)	2- Expirience (20 points possible)	3- Understanding of Scope of Work (15 points possible)	4- Financial Capacity (5 points possible)	5- Price (25 points possible)	6- Reasonableness of Numbers (15 points possible)	TOTALS
BrightView Landscape Services					22.6		
Duval Landscape Maintenance					22.4		
Floralawn					23.3		
Helping Hand Lawn Care					9.4		
Juniper					25		
OmegaScapes					16.9		
Prince & Sons					21.5		
Rotolo Consultants Inc,- RCI					20.5		
United Land Service					15.3		
Weber/ Continuum					11		
Yellowstone					19.6		

Sign:	Print:	



#### 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)
who w capabi equipm project	This category addresses the following signed personnel, including the project vill manage the property; present ability of performing the work; geograment; etc. Skill set includes certificates. Please include resumes, certification proposer's ability to meet deadlines at	ct manager and other solity to manage this prophic location; subcontition, technical training ons, etc., with proposal	specific oject; pr ractor l g, and e . Pleas	ally trained individuals roposed staffing levels; isting; inventory of all experience with similar e also provide evidence
2.	<b>Experience</b>	(20 Points Possible)	(	Points Awarded)
project	This category addresses past & currets; volume of work previously awarde	*		-
3.	<b>Understanding Scope of RFP</b>	(15 Points Possible)	(	Points Awarded)
as requested as re	This category addresses the follo standing of the District's needs for the uested by the District including price the ability to perform these services? the proposal as a whole appear to be octor use the forms provided from the least	e services requested? ling, scheduling, staffir Were any suggestions e feasible, in light of	Does it ng, etc.'s for "be the sco	provide all information? Does it demonstrate est practices" included? pe of work? Did the
4.	Financial Capacity	(5 Points Possible)	(	Points Awarded)
should	This category addresses whether the ces and stability as a business entity no include proof of ability to provide include financial statements, or similar informations.	ecessary to implement a surance coverage as rec	nd exec	cute the work. Proposer
5.	<u>Price</u>	(25 Points Possible)	(	Points Awarded)
for Par	A full twenty-five (25) points will better $1 - 4$ (the Contract Amount). AN			_

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).  $(210,000/265,000) \times 25 = 19.81$ , 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).  $(210,000/425,000) \times 25 = 12.35$ , 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.

<u>Proposer's Total Score</u> (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.

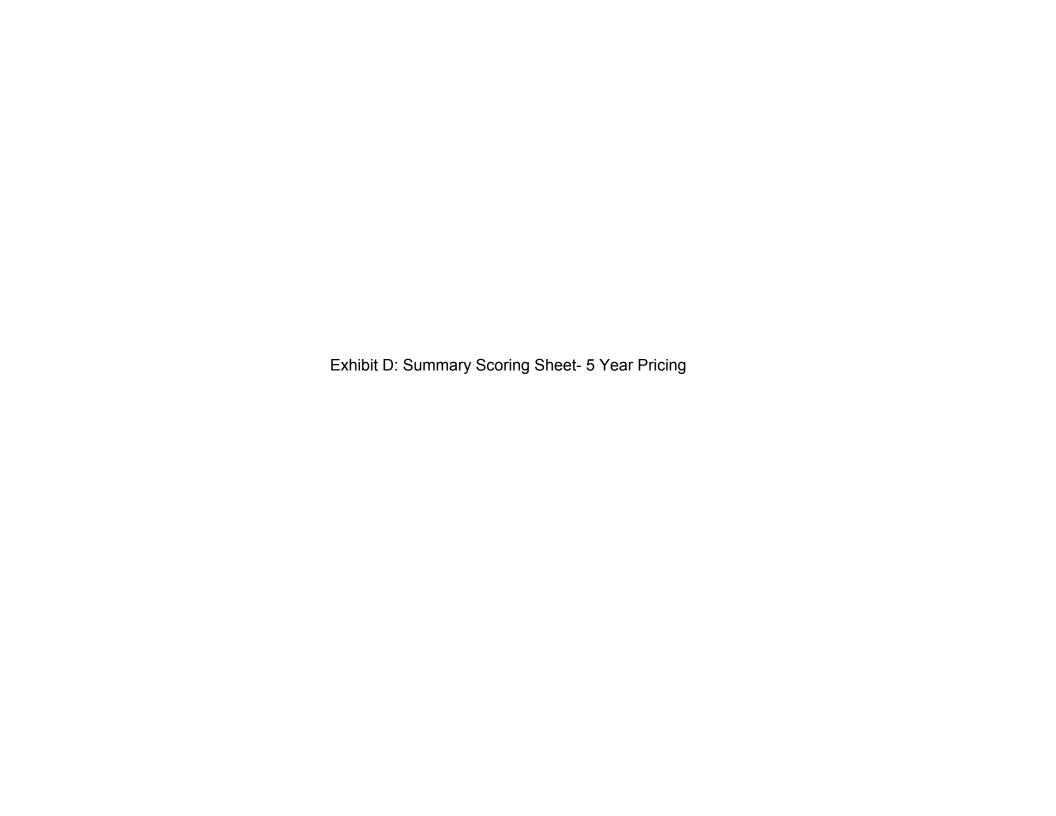
It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on June 19, 2024, at 1:00 p.m., but the District reserves the right to reschedule any such meeting.



					Year 1 Pric	ing				
	Essential Services	Turf Care	Tree/Shrub Care	Irrigation Mait.	Annuals	Bed Dressing	Palm Trimming	Total Essential Services	Total Extra Services	Total Annual Fee
Brightview	\$ 73,236	\$ 11,352	\$ 28,900	S 18,283	\$ 10,560	\$ 33,000	\$ 50,268	\$ 131,771	\$ 93,828	\$ 225,599.00
Duval	\$ 110,526	\$ 4,260	\$ 3,696	\$ 10,968	\$ 17,140	\$ 39,000	S 41,800	S 129,450	\$ 97,940	\$ 227,390.00
Floralawn	\$ 74,340	\$ 36,000	\$ 2,424	\$ 28,800	\$ 12,000	\$ 19,470	\$ 45,600	\$ 141,564	\$ 77,070	\$ 218,634.00
Helping Hand	S 384,000	\$ 24,000	\$ 26,400	\$ 57,600	\$ 9,600	\$ 40,000	N/A	\$ 492,000	\$ 49,600	\$ 541,600.00
Juniper	S 112,056	\$ 11,540	\$ 3,720	\$ 5,700	\$ 14,400	\$ 39,000	\$ 17,680	\$ 133,016	\$ 71,080	\$ 204,096.00
Omega Scapes	S 202,639	•		\$ 11,420	\$ 8,480	\$ 25,730	\$ 19,500	\$ 252,171	\$ 53,710	\$ 305,881.00
Prince & Sons	S 124,992	\$ 13,860	\$ 10,392	\$ 10,800	\$ 9,600	S 33,000	\$ 34,200	\$ 160,044	\$ 76,800	\$ 236,844.00
RCI	\$ 115,579	\$ 18,461	\$ 2,208	\$ 10,147	\$ 29,267	\$ 35,881	\$ 36,960	\$ 146,396	\$ 102,107	\$ 248,503.00
<b>United Land Service</b>		•	\$ 20,628	\$ 6,540	\$ 12,000	\$ 34,800	\$ 48,314	\$ 237,828	\$ 95,114	
Webber	S 297,156	\$ 26,568	\$ 24,792	\$ 68,080	\$ 12,768	\$ 11,040	\$ 22,968	\$ 371,484	\$ 91,888	\$ 463,372.00
Yellowstone	\$ 143,040	\$ 22,560	\$ 6,540	\$ 12,120	\$ 10,080	\$ 34,200	\$ 32,016	S 184,260	\$ 76,296	\$ 260,556.00

Legend Essential Services

Extra Services



		5- Year P	ricing & Average		
	Year 1 Pricing	Year 2 Pricing Year 3 Price	ing Year 4 Pricing	Year 5 Pricing	5-Year Average
Brightview	\$ 225,599.00	<b>\$ 225,599.00    \$ 232,366</b>	00 \$ 239,336.00	\$ 246,516.00	\$ 233,883.20
Duval	\$ 227,389.52	<b>\$ 234,211.20   \$ 241,237</b>	53 \$ 248,474.65	\$ 255,928.88	\$ 241,448.36
Floralawn	\$ 218,634.00	<b>\$ 231,948.81                                   </b>	27 \$ 346,074.48	\$ 253,456.71	\$ 257,804.25
Helping Hand	\$ 541,600.00	\$ 541,600.00   \$ 541,600	00 \$ 541,600.00	\$ 541,600.00	\$ 541,600.00
Juniper	\$ 204,186.00	<b>\$ 208,210.00   \$ 212,450</b>	00 \$ 216,825.00	\$ 221,330.00	\$ 212,600.20
Omega Scapes	\$ 305,880.00	\$ 315,056.40   \$ 324,508	09 \$ 334,243.33	\$ 344,270.63	\$ 324,791.69
Prince & Sons	\$ 236,844.00	\$ 236,844.00   \$ 236,844	00 \$ 236,844.00	\$ 236,844.00	\$ 236,844.00
RCI	\$ 248,503.38	\$ 257,089.23   \$ 266,259	01 \$ 266,259.01	\$ 276,137.02	\$ 262,849.53
<b>United Land Service</b>	\$ 332,942.00	\$ 342,930.00   \$ 353,218	00 \$ 363,815.00	\$ 374,730.00	\$ 353,527.00
Webber	\$ 371,484.00	<b>\$ 381,700.00   \$ 391,242</b>	00 \$ 401,024.00	\$ 408,042.00	\$ 390,698.40
Yellowstone	\$ 260,556.00	\$ 268,368.00   \$ 276,420	00 \$ 284,712.00	\$ 293,256.00	\$ 276,662.40



**Contractor: BrightView Landscape Services** 

Property:

Address: 7600 Mystic Dunes lane Kissimmee, FL 34747

Orlando, Florida, 32801

Address: 219 E. Livingston St.

Phone: 407-223-4615

Phone:

Fax:
Contact: Kurt Knotts

Contact:

Email: kurt.knotts@brightview.com

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D													
(Compnent A) -	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
Mowing/Detailing													
TURF CARE													
(Component B)	946	946	946	946	946	946	946	946	946	946	946	946	\$11,352
Bahia/St Augustine/Zoysia													
TREE/SHRUB CARE Includes OTC													
(Component C)	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
Tree/Shrub Fert/OTC/Drenching													
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	\$225,599
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	<b>\$131,771</b>
Mowing/Detailing/Irrigation/Fert and Pest	\$131,771

Extra Services	\$93,828
Annual Changes, Palm Pruning, Mulch	<b>\$33,020</b>

TOTAL	
	\$225,599.20

Contractor: Duval Landscape Maintenance

Property:

Address: 7011 N Busniess Park Blvd

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

Jacksonville, FI 32256 Phone: 407-383-2379

Phone:

Fax:

Contact:

Contact: Jack Gillespie

Email: Jack@DuvalLandscape.com Email:

		1		_		1					1	1	_
	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D													
(Compnent A) -	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
Mowing/Detailing													
TURF CARE													
(Component B)	355	355	355	355	355	355	355	355	355	355	355	355	\$4,260
Bahia/St Augustine/Zoysia													
TREE/SHRUB CARE Includes OTC													
(Component C)	308	308	308	308	308	308	308	308	308	308	308	308	\$3,696
Tree/Shrub Fert/OTC/Drenching													
IRRIGATION MAINT.													
(Component D)	914	914	914	914	914	914	914	914	914	914	914	914	\$10,968
ANNUAL CHANGES -													
(Component E.1)	4,285			4,285			4,285			4,285			\$17,140
Per Annual Pricing: \$3.50	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: \$65.00					Mulch Yds						Mulch Yds		
PALM TRIMMING 2x Per Year													
(Component E.3) Per Palm Price: \$55.00						20,900						20,900	\$41,800
Palm counts: 380													
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	\$227,390
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	\$18 949	\$227 390

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 \$18,949 \$18,949

Essential Services \$129,450 Mowing/Detailing/Irrigation/Fert and Pest

Extra Services \$97,940 Annual Changes, Palm Pruning, Mulch

TOTAL \$227,389.52

Contractor: Floralawn Inc.

Property: Windward CDD

Address: 734 S. Combee Rd.

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

Phone: 863-668-0494

Phone:

Fax: 863-668-4095 Contact: Bryan Boyett

Contact:

Email: bryan.boyett@floralaw.com

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D													
Compnent A) -	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
Mowing/Detailing													
TURF CARE													
Component B)	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
Bahia/St Augustine/Zoysia													_
REE/SHRUE CARE Includes OTC													1.50
Component C)	202	202	202	202	202	202	202	202	202	202	202	202	\$2,424
Tree/Shrub Fert/OTC/Drenching													
IRRIGATION MAINT.													Secretary.
(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		519,470
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	\$75.332	\$15,597	\$18,597	\$15,597	\$15:597	\$18,597	\$25,332	\$15.597	\$218,634
Flat Fee Schedule	\$19,220	\$18,220	\$10,220	\$18,220	518,220	\$18,220	\$18,220	\$18,220	\$18,220	\$18,220	\$18,220	\$18,220	\$211,63
Essential Services			1										
Mowing/Detailing/frigation/Fert and Pest	\$141	564											
			-										

Extra Services \$77,070 Annual Changes, Palm Pruning, Mulch

TOTAL \$218,634.00

Contractor: Helping Habnd Lawn Care, LLC

Address: 5960 W Jones Ave Zellwood Fl 32798

Phone: 407-221-0593

Fax:

Contact: E. Norman Ripper
Email: nom@hhlawncare.org

Property: Windward CDD

Address: 219 E. Livingston St.

Orlando, Florida, 32801

Phone:

Contact: Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D													
(Compnent A) -	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
Mowing/Detailing													
TURF CARE													
(Component B)	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
Bahia/St Augustine/Zoysia													
TREE/SHRUB CARE Includes OTC													
(Component C)	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
Tree/Shrub Fert/OTC/Drenching													
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 -													\$9,600
(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
TOTAL PEE PER MONTH:	\$43,400	\$41,000	\$41,000	\$43,400	\$01,000	\$41,000	\$43,40 <b>0</b>	\$41,000	\$41,000	\$43,400	\$01,000	\$41,000	<b>₩</b> 541,000
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

Extra Services \$49,600 Annual Changes, Palm Pruning, Mulch	

\$541,600.00

Contractor: Juniper Landscaping of Florida, LLC

Property: Windward Community Development District

Address: 4000 Avalon Road, Winter Garden, FL 34787

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

Phone: 407 752-7843

Phone:

Fax: NA

Contact:

Contact: Matthew Shelton

Email:

Email: Mathew.shelton@juniperlandscaping.com

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D													
(Compnent A) -	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
Mowing/Detailing													
TURF CARE													
(Component B)	210	210	2,014	2,014	2,014	210	210	210	2,014	2,014	210	210	\$11,540
Bahia/St Augustine/Zoysia													
TREE/SHRUB CARE Includes OTC													
(Component C)	50	50	1,090	50	50	50	1,090	50	50	50	50	1,090	\$3,720
Tree/Shrub Fert/OTC/Drenching													
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	\$133.016
Mowing/Detailing/Irrigation/Fert and Pest	<b>\$100,010</b>

Extra Services	\$71.080
Annual Changes, Palm Pruning, Mulch	<b>V</b> 11,000

TOTAL	
	\$204,096.00

Contractor: Omegascapes, Inc.

Address: 4954 N. Apopka Vineland Rd. Orlando, FL 32818 Phone: 407-930-6010

Email: Derek@Omegascapes.com

Phone: 407-930-6010
Fax: 407-930-6010
Contact: Derek Ryan 321-231-3544

Property:

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

Phone:

Contact: Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D													
(Compnent A) -	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
Mowing/Detailing													
TURF CARE													
(Component B)	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
Bahia/St Augustine/Zoysia													
TREE/SHRUB CARE Includes OTC													
(Component C)	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
Tree/Shrub Fert/OTC/Drenching													
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	\$252.171
Mowing/Detailing/Irrigation/Fert and Pest	\$252,171

Extra Services	050.740
Annual Changes, Palm Pruning, Mulch	\$53,710

TOTAL	
	\$305,880.80

Contractor: Prince and Sons, Inc.

Property: WINDWARD CDD Address: 219 E. Livingston St.

Orlando, Florida, 32801

Address: 14645 Boggy Creek Rd.

Orlando, FL 32824

Phone:

Phone: (863) 422-5207 Fax:

Contact: Lucas Martin

Contact:

	Imartn@princeands									Email:					
Email:	mann@princeands	sonsing.com													
	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL		
ESSENTIAL SERVICES A-D															
(Compnent A) -	8,928	5,952	5,952	14,880	11,904	11,904	14,880	11,904	14,880	11,904	5,952	5,952	\$124,992		
Mowing/Detailing															
TURF CARE															
(Component B)		2,310		2,310		2,310		2,310		2,310		2,310	\$13,860		
Bahia/St Augustine/Zoysia															
TREE/SHRUB CARE Includes OTC	7760,0000000000000000000000000000000000														
(Component C)			2,598			2,598			2,598			2,598	\$10,392		
Tree/Shrub Fert/OTC/Drenching															
IRRIGATION MAINT.															
(Component D)	900	900	900	900	900	900	900	900	900	900	900	900	\$10,800		
				-11000000000000000000000000000000000000											
ANNUAL CHANGES -															
(Component E.1)	2,400			2,400			2,400			2,400			\$9,600		
Per Annual Pricing: \$2	1,200			1,200			1,200			1,200					
BED DRESSING - Estimate mulch yds	100 (100 100			1000000	-										
(Component E.2)					16,500						16,500		\$33,000		
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	\$34,200		
Palm counts: 380															
TOTAL FEE PER MONTH:	\$12,228	\$9,162	\$9,450	\$20,490	\$29,304	\$34,812	\$18,180	\$15,114	\$18,378	\$17.514	\$23,352	\$28,850	\$236,844		
Flat Fee Schedule	\$19,737	\$19,737	\$19,737	\$19,737	\$19,737	\$19,737	\$19,737	\$19,737	\$19,737	\$19,737	\$19,737	\$19,737	\$236,844		
			4												

Essential Services  Mowing/Detailing/Irrigation/Fert and Pest	\$160,044
Extra Services Annual Changes, Palm Pruning, Mulch	\$76,800

Contractor: Rotolo Consultants, Inc.

Phone: (985) 643 - 2427 Fax: (985) 643 - 2691

Email: sbrewer@rotoloconsultants.com

Contact: Scott Brewer

Property: Windward CDD

Address: 38001 Brownsvillage Rd., Slidell, LA 70460

\$102,107

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

Phone:

Contact: Email:

,													
	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
SSENTIAL SERVICES A-D					777 Fabrica	211100000000						5 504	\$115,579
Compnent A) -	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
Mowing/Detailing													
TURF CARE							5 A'						
(Component B)	371	761	5,882	683	495	2,309	371	371	495	5,535	816	371	\$18,461
Bahia/St Augustine/Zoysia													
TREE/SHRUB CARE Includes OTC												204	en 200
(Component C)			301		589		580			437		301	\$2,208
Tree/Shrub Fert/OTC/Drenching													
IRRIGATION MAINT.													
(Component D)	846	846	846	846	846	846	846	846	846	846	846	846	\$10,147
ANNUAL CHANGES -													
(Component E.1)	7,317	*		7,317			7,317			7,317			\$29,267
Per Annual Pricing: \$6.10/plant	1,200			1,200			1,200			1,200			2001
BED DRESSING - Estimate mulch yds													
(Component E.2)					17,940					-	17,940		\$35,881
Per Yard Pricing: \$88.81/cy					Mulch Yds: 202	2					Mulch Yds: 202		Charles to
PALM TRIMMING 2x Per Year													
(Component E.3) Per Palm Price: \$46.67/pruning/palm		18,480						18,480			1		\$36,960
Palm counts: 396 palms													
TOTAL FEE PER MONTH:	\$14,037	\$25,591	\$12,533	\$22,605	\$33,629	\$16,914	\$22,873	\$33,456	\$15,100	\$19,638	\$25,106	\$7,021	\$248,50
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	\$248,500
Essential Services	\$146,	396											
Mowing/Detailing/Irrigation/Fert and Pest	Telegration	SCHITTA											

TOTAL \$248,503.39

Extra Services

Annual Changes, Palm Pruning, Mulch

Contractor: United Land Services Property: Winward CDD

Address:6386 Beth Rd, Orlando FLAddress:219 E. Livingston St.Orlando, Florida, 32801

\$27,745.16 \$

Phone:

Fax:

Phone: 407-515-5262

 Contact:
 Chris Marquess
 Contact:

 Email:
 cmarquess@unitedlandservices.com
 Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	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

Essential Services	\$237,828	
flowing/Detailing/Irrigation/Fert and Pest		
	•	
Future Complete		
Extra Services	\$95,114	

TOTAL	
	\$332,942

Flat Fee Schedule

#### Windward CDD Landscape Fee Summary October 1st 2024 through September 30th 2025)

Address: 5935 K-Ville Avenue

Winter Haven, FL 33880

Contractor: Weber ES/Continuum Services

Phone: 407-840-0889

Fax:

Contact: Miguel Botto
Email: mbotto@continuumservices.com

Property: Windward CDD

219 E. Livingston St. Orlando, FL 32801 407-750-3599 Address:

Phone:

Contact:

Email:

Csmith@gmscfl.com

		_	1	1			1	1	1			1	
	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
GENERAL SERVICES													
(Schedule A) -	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
Mowing/Detailing													
TURF CARE													
(Schedule B)	2,952		2,952	2,952	2,952	2,952		2,952	2,952		2,952	2,952	\$26,568
Bahia/St Augustine Fert													
TREE/SHRUB CARE													
(Schedule C)	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
Tree/Shrub Fert													
BED DRESSING - Estimate mulch yds													
(Schedule E - B.)					34,040						34,040		\$68,080
Per Yard Pricing: \$46					740						740		
PALM TRIMMING													
(Schedule E - C.) Per Palm Price: \$35.00			10,464						2,304				\$12,768
ANNUAL CHANGES													
(Schedule E - A. )	2,760			2,760			2,760			2,760			\$11,040
Per Annual Pricing: \$2.30	1,200			1,200			1,200			1,200			
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
i lat i ee Scheuule	\$30,014	φ30,014	\$30,014	\$30,014	\$30,014	\$30,014	\$30,014	\$30,014	\$30,014	φ30,014	\$30,014	\$30,014	ψ <del>4</del> 03,372

Essential Services Mowing/Detailing/Irrigation/Fert and F	\$371,484
Extra Services Annual Changes, Palm Pruning, Mulc	\$91,888

TOTAL	
	\$463,372.00

Property: Windward CDD Contractor: Yellowstone Landscape

Address: 1773 Business Center Lane Address: 219 E. Livingston St.

Orlando, Florida, 32801

Phone:

Phone: 407-396-0529 Fax: 407-396-2053

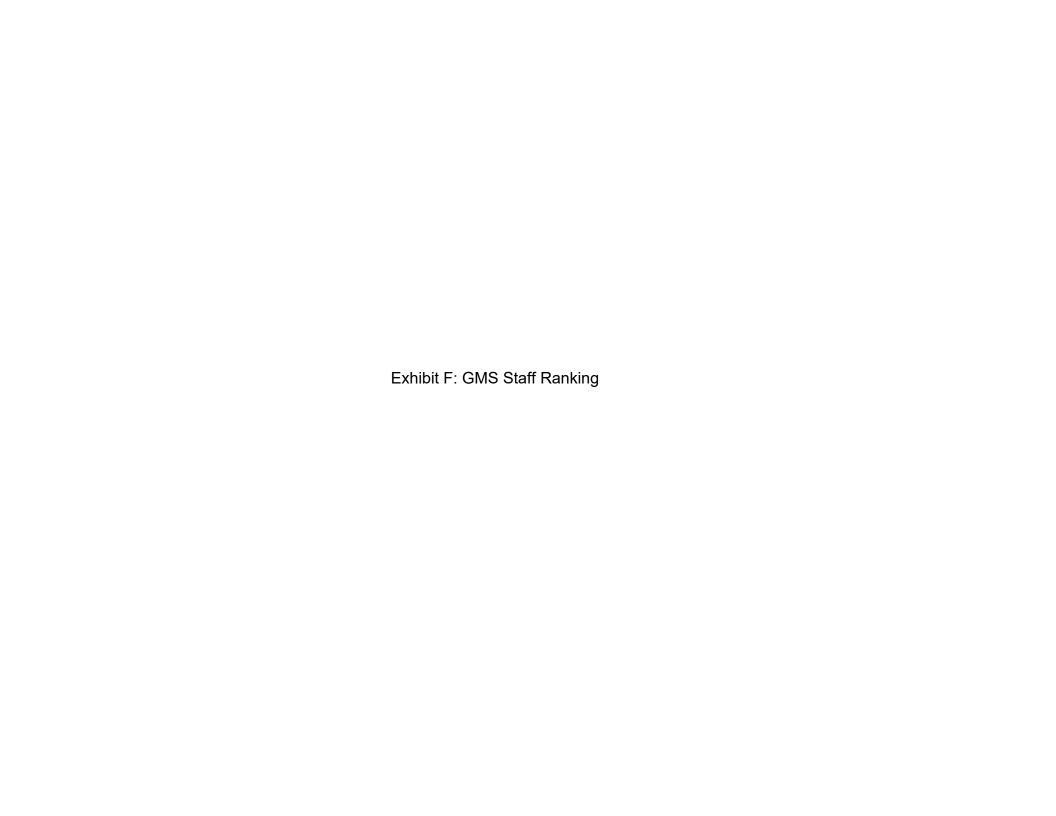
Contact: Nicole Ailes Contact: Email: nailes@yellowstonelandscape.com Email:

								l			1 1	1	
	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D													
(Compnent A) -	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
Mowing/Detailing													
TURF CARE													
(Component B)	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
Bahia/St Augustine/Zoysia													
TREE/SHRUB CARE Includes OTC													
(Component C)	545	545	545	545	545	545	545	545	545	545	545	545	\$6,540
Tree/Shrub Fert/OTC/Drenching													
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	i					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	\$260,556
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	\$184,260
Extra Services	\$76,296

Annual Changes, Palm Pruning, Mulch

	TOTAL
	TOTAL
\$260.556.00	
\$260,556.00	TOTAL



		Windward CDD Landscape Maintenance RFP Ranking Sheet (Staff)								
	1- Personnel & Equipment	2- Experience	3- Understanding Scope of Work	4- Financial Capacity	5- Price	6- Reasonableness of Numbers	Total Score			
	Out of 20 Points	Out of 20 Points	Out of 15 Points	Out of 5 Points	Out of 25 Points	Out of 15 Points	Out of 100 Possible Points			
Prince & Sons	19	18	15	4	21.5	13	90.5			
Floralawn	18	16	13	5	23.3	14	89.3			
Duval	17	16	13	4	22.4	13	85.4			
Brightview	18	12	14	3	22.6	14	83.6			
RCI	17	16	13	5	20.5	11	82.5			
Omega Scapes	18	17	12	4	16.9	12	79.9			
Yellowstone	18	17	8	5	19.6	11	78.6			
Juniper	15	10	10	4	25	13	77			
United Land Service	16	16	10	4	15.3	12	73.3			
Webber	15	15	5	4	11	10	60			
Helping Hand	15	15	5	3	9.4	5	52.4			

Sign		Print

### SECTION II

### SECTION A

# A Brighter Outlook for your 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.

JE 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 safeworking 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



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 Two Risk Assessment Qualified





#### The International Society of Arboriculture

Herebs Assessmen The Links Francisco

Has formal the Credental



By successfully meeting ISA Tree Risk Assessment Qualification certification requirements thin righ deministrated attainment of relevant competencies as supported by the ISA Council











#### BrightView Manager of Technical Services



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.











Cal Leggett
Manager of Technical
Services
Central Florida

Education
Bachelors of Science in
Horticulture from
Colorado State
University

Certifications
Certified Pest Control
Operator | F200907
ISA Certified Arborist
FL-9739A
Commercial Applicator
Aquatic, Right-of-Way,
Natural Areas CM27522
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 - PE 5905A CPCO - Certified Pest Control Operator PNGLA - Certified Horiteralisms Proteintonal







#### 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





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-inclass 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:



- 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

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

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

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



- 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

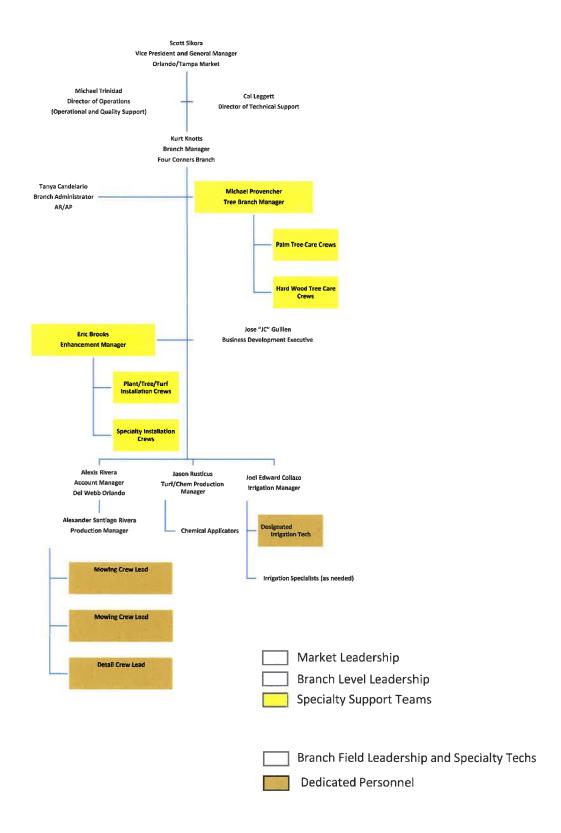
- Review Irrigation Reports and Mapping with Committee and Board
- Review complete Safety Report with Committee and Board
- Review complete Arbor Report with Committee and Board
- Review the Customer Care Representative set-up and BrightView HOA Connect tool to be sure we are meeting Community expectations

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.







### 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

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- 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





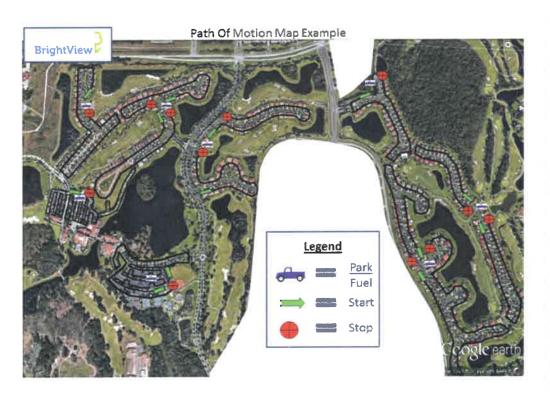






## Sequencing the Property Sample:

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?"





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## 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 - 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

Office: 407-207-7078



## CUSTOMER SERVICE REPORTING & BRIGHTVIEW CONNECT



## Communication Made Easy

Be Confident That Your Landscape is Being Taken Care Of

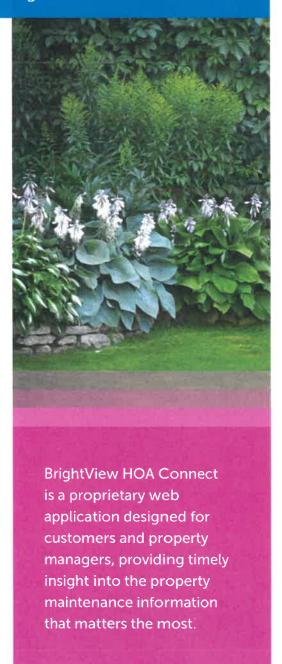
We believe in the power of proactive communication and the importance of keeping you informed. That's why we created BrightView Connect.

#### **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 Bright-View 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.





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

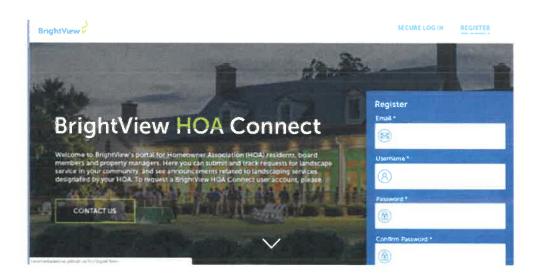


## **Example of the BrightView HOA Connect Service Request & Communication Tools**

#### **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.

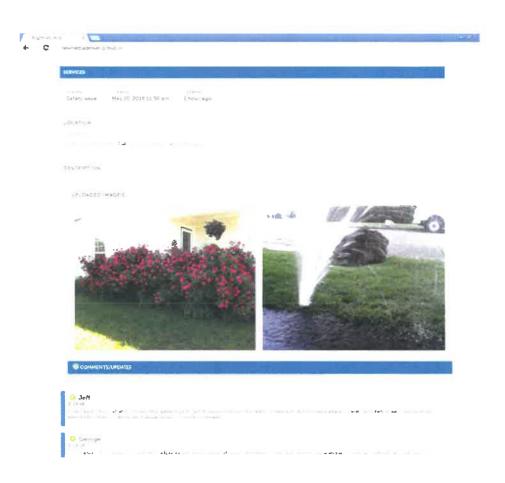
- "Service Request" Allows residents to open a new service requests in a simple step by step process
- Residents can see all their open Service Requests with status at the bottom of the page in a listed format. "View Ticket" gives access to the details of Service-Request
- "Dashboard" Simply takes the 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.



## **BID SHEETS**



Contractor: BrightView Landscape Services

Property:

Address: 7600 Mystic Dunes lane Kissimmee, FL 34747

Phone: 407-223-4615

Contact: Kurt Knotts Email: kurt knotts @pmhtview.com

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

Phone:

Confact: Email:

	JAN	FEB	MAR	APRIL	MAY	NIN	JUL	AUG	SEP	ОСТ	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A)	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
moving Decaning  TURF CARE (Component B)  Rahia/St Aurustipa/Zovsta	946	946	946	946	946	946	946	946	946	946	946	946	\$11,352
TREE/SHRUB CARE Includes OTC (Component C)	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	0	2,640	0 6	0	2,640	0 2	0	2,640	0	0	\$10,660
BED DRESSING - Estimate mulch yds (Component E.2)	0 85	0	0	0	16,500 Mulch Yds	<b>0</b>	0	0	0	0	16,500 Mulch Yds	<b>0</b>	\$33,060
PALM TRIMMING 2x Per Year 511 Regular = (42.86 x 2)/Specialty 21 = (164 x2) Palm counts:	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
TOTAL FEE PER MONTH:	\$17,977	\$15,337	\$16,337	\$17,977	\$31,837	\$16,337	772,518	\$16,337	\$15,337	\$17,977	\$31,837	\$13,337	\$226,658
Flat Fee Schedule	\$18,800	\$18,800	\$18,800	\$18,800	\$18,600	\$16,800	\$18,800	518,800	\$18,800	\$18,800	\$18,800	\$18,800	\$226,699

86.00	
Extra Services	Annual Changes, Palm Pruning, Mulch

\$131,771

Mowing/Detailing/Irrigation/Fert and Pest

**Essential Services** 

	-
	9.20
	\$226,59
<u> </u>	
TOTAL	

## Dedicated Equipment

#### Trucks

- (4) Ford Hybrid Maverick
- (6) Ford F-250 3/4 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**

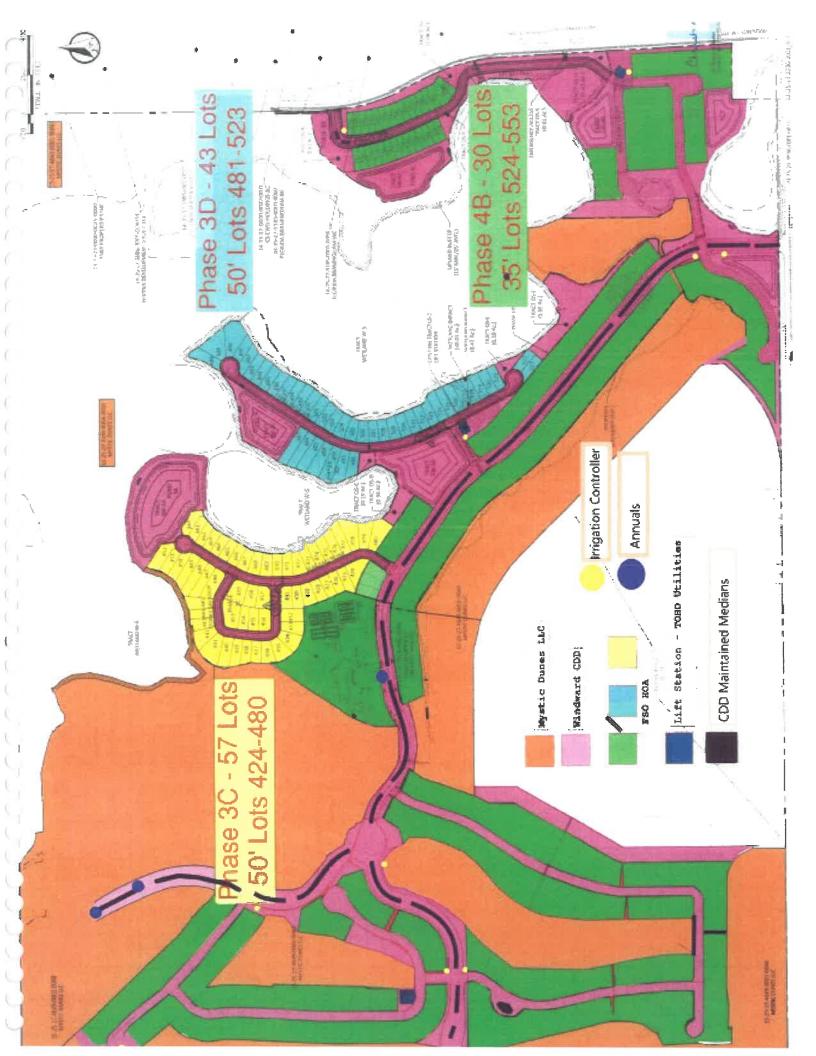
Articulating Shears (gas)
Hand Shears
Back Pack Sprayer
String Trimmer (gas / Batt.)
Blade Edger (gas / Batt.)
Back Pack Blowers (gas / Batt.)











#### 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

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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 moved or string trimmed to the natural water's edge during every other moving 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**

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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

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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**

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- 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  $\frac{1}{2}$ " 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

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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.	<b>Proposer Information</b>	
NAMI	E OF PROPOSER: JC Guil	len - Brightview Landscape Services
ADDR	RESS: 7600 Mystic Dunes Lane Kiss	simmee FL 34747
PHON	TE: 407-780-6647	FAX:
SIGNA	ATURE: <i>JC Guillen</i>	
PRINT	ΓΕD NAME:JC Guillen	
TITLE	Business Developer Ex	xecutive
DATE	5/3/2024	

### PROPOSAL FORM PART I – GENERAL INFORMATION

•	Proposer General Inj	formation:				
	Proposer Name Brigh	ntview Landscape	Services			
•	Street Address 7600	Mystic Dunes Lar	ne		5	
	P. O. Box (if any)					
	City Kissimmee	State FL	Zip Code	<u>347</u> 47	_	Telephone
	407-780-6647		Fax no			
	1st Contact Name	JC Guillen			_ Title _	BDE
	2nd Contact Name	Kurt Knotts			_ Title _	BM
	Parent Company Nan					
	Street Address					
	P. O. Box (if any)					
	City	State		Zip	Code _	
	Telephone		Fax no.			
	1st Contact Name				_ Title _	
	2nd Contact Name	<i>New</i>			_ Title _	
•	Company Standing:					
	Proposer's Corporate (e.g., individu	Form:Corp	oration artnership, limi	ted liabili	ty compa	any, etc.)
	In what State was the	Proposer organiz	ed? Florida D	Date 6/198	39	
	Is the Proposer in goo	od standing with tl	hat State? Yes	_x No		
	If no, please e	explain				

If no, please explain	n
What are the Proposer's c	urrent insurance limits?
General Liability Automobile Liability Workers Compensation Expiration Date	\$ 2M \$ 5M \$ 2M 9/26/2024
Licensure – Please list all licenses are presently in go	I applicable state and federal licenses, and state whether su bod standing:

## PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

List the location of	f the Proposer's office, which we	ould perform work for the District.
Street Address	7600 Mystic Dunes Lane	
P. O. Box (if any)	,	
City _ Kissimmee	State FL	Zip Code34747
Telephone 407-7	780-6647Fax n	0
1st Contact Name	JC Guillen	TitleBDE
2nd Contact Name	Kurt Knotts	Title BM
Proposed Staffing following:	Levels - Landscape and irrigation	on maintenance staff will include the
see attach	ed Technical personnel, who w	vill be onsite $2-3$ days per week; and
	g the Proposer's Officers and Su	aplete the pages that follow at the end o pervisory Personnel, and attach resume.
• Technical Personr	nel – Does the Proposer currenti	ly employ any other technical personnel
who have expert	ise in pesticide application,	$her bicide \ application, \ arboriculture,$
horticulture, or ot	her relevant fields of expe <b><u>k</u>is</b> eN	o If yes, please provide the
following informat	tion for each person (attach add	litional sheets if necessary):
See Resumes Atta	<mark>ched</mark>	
Name:		
Position / Certifica	ations:	
	pilities:	
of Time to Be Dec	licated to This Project:100	%
Please describe the	e person's role in other projects	on behalf of the Proposer:
Project Name/Loc	ation:	
Contact:	Contact Phone:	

Proposer's Scope of Servi	ices for Project:	
9		
Dates Serviced:		
Subcontractors – Does th	e Proposer intend to us	se any subcontractors in connection with
the work? Yes No _>	x For each subcontro	actor, please provide the following
information (attach addit	ional sheets if necessar	y):
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 / Respon	nsibilities:	
Please describe the subco	ntractor's role in other	projects on behalf of the Proposer:
Project Name/Location:_	N/A	
Contact:	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: 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

DATE:

PROPOSER: See attached in proposal

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

Trovide the following infolmation for hely officers of the freposed and parent company, it any.	TIC I IOOOCI AIIA DAICIII COIII	party, it 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)			

# WHO WILL BE INVOLVED WITH THE WORK SUPERVISORY PERSONNEL

Brightview - See attached in Proposal PROPOSER:

DATE:

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

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

PROPOSER: Brightview - See attachment in Proposal

DATE:

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

### PROPOSAL FORM PART III – EXPERIENCE

Project Name/Loc	ation: See attachemnts in Proposal
	Contact Phone:
	ription:
Dollar Amount of	Contract:
Scope of Services	for Project:
 Dates Serviced:	
for each of the last	
2025	<u> </u>
$\frac{2022}{2021} = \frac{1.8M}{1.2M}$	
Please provide the undertaken, or u	following information for each project that is similar to this project, current ndertaken in the past five years. The projects must include irrigate ell. Attach additional sheets if necessary.
Project Name/Loc	ation: Windsor at Westside CDD
Contact: Sylvester	- Ruggiero Contact Phone: 457 - 507 - 1417
	No. 1 to the Control of the Control
Project Type/Desc	Contract: 60,000
Project Type/Desc Dollar Amount of	Contract:
Dollar Amount of	Contract: Similar scope
Dollar Amount of	Contract.

List of equipment used on site:see attachment	
List of subcontractors used:N/A	
Is this a current contract? Yesx 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 lake medians . entrances etc. \$950,000	s, ponds , sidewa
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, control, weed control, thatch removal, irrigation, etc.):	0.1
All services included	

s this a current contract? Yes	No
Duration of contract:5 ye	ars
(Information regarding similar	projects – continued)
Project Name/Location:St	oneybrook West
Contact: Rob Szozda	Contact Phone:865-603-3650
	Maintenance of medians, lakes and ponds within the Master
Dollar Amount of Contract:	\$180,000
How was the project similar to	
	emoval, irrigation, etc.):vices Included
	see attachment in Proposal
List of equipment used on site:	· · · · · · · · · · · · · · · · · · ·

	(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:								
	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, supervisor, etc.), been terminated from any landscape or irrigation installation or maintena								
	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, supervisor, etc.), been terminated from any landscape or irrigation installation or maintena contract within the past 5 years? Yes Nox For each such incident, please prov								

Dates S	Serviced:
Reason	for Termination:
	e Proposer been cited by OSHA for any job site or company office/shop safety violational past five years? Yes No <u>x</u>
If yes,	please describe each violation, fine, and resolution
What is	s the Proposer's current worker compensation rating?
	e Proposer experienced any worker injuries resulting in a worker losing more than ten orking days as a result of the injury in the past five years? Yes Nox
If yes,	please describe each incident
	state whether or not the Proposer or any of its affiliates are presently barred or suspend roposing or contracting on any state, local, or federal contracts? Nox If yes, please provide:
The na	mes of the entities
The sta	ate(s) where barred or suspended
The pe	riod(s) of debarment or suspension
	blease explain the basis for any bar or suspension:

	N/A
	IN/A
five (5) years	all litigation to which the Proposer or its principals have been a party in the Please describe the nature of the litigation, the Proposer's role in the litigation.
	N/A
officers or pi	poser or any of its affiliates (parents or subsidiaries), or any of the Prope incipal members, shareholders or investors filed for bankruptcy, either volu y, within the past 10 years? Yes (_) No (_x) Ifes, provid <b>h</b> e following:
officers or pr or involuntar	incipal members, shareholders or investors filed for bankruptcy, either volu
officers or proor involuntar	incipal members, shareholders or investors filed for bankruptcy, either volu y, within the past 10 years? Yes (_) No (_x) Ifes, provid <b>h</b> e following: Case # and Tribunal:
officers or proor involuntar	incipal members, shareholders or investors filed for bankruptcy, either voluy, within the past 10 years? Yes (_) No (_x) Ifes, provid <b>h</b> e following:
officers or proor involuntar	incipal members, shareholders or investors filed for bankruptcy, either volu y, within the past 10 years? Yes (_) No (_x) Ifes, provid <b>h</b> e following: Case # and Tribunal:
officers or proor involuntar	incipal members, shareholders or investors filed for bankruptcy, either volu y, within the past 10 years? Yes (_) No (_x) Ifes, provid <b>h</b> e following: Case # and Tribunal:
officers or proor involuntar	incipal members, shareholders or investors filed for bankruptcy, either volu y, within the past 10 years? Yes (_) No (_x) Ifes, provid <b>h</b> e following: Case # and Tribunal:
officers or proor involuntare  Identify the Control  Describe the	incipal members, shareholders or investors filed for bankruptcy, either voluty, within the past 10 years? Yes (_) No (_x) Ifes, providue following:  Sase # and Tribunal:  Nature of the Action:
officers or proor involuntare  Identify the Control  Describe the	incipal members, shareholders or investors filed for bankruptcy, either volu y, within the past 10 years? Yes (_) No (_x) Ifes, provid <b>h</b> e following: Case # and Tribunal:
officers or proor involuntare  Identify the Control  Describe the	incipal members, shareholders or investors filed for bankruptcy, either voluty, within the past 10 years? Yes (_) No (_x) Ifes, providue following:  Sase # and Tribunal:  Nature of the Action:

	<del></del>
officers or p	pposer or any of its affiliates (parents or subsidiaries), or any of the Proporincipal members, shareholders or investors defaulted on a loan or other fina
obligation (	e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes, please explain:
officers or p	rincipal members, shareholders or investors defaulted on a loan or other fina
obligation (	2.g., failing to pay subcontractors or materialmen) within the past 10 years? Ye
officers or p	rincipal members, shareholders or investors defaulted on a loan or other fina
obligation (	2.g., failing to pay subcontractors or materialmen) within the past 10 years? Ye

#### Windward Community Development District

DATE: \_\_\_

6/7/2024

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

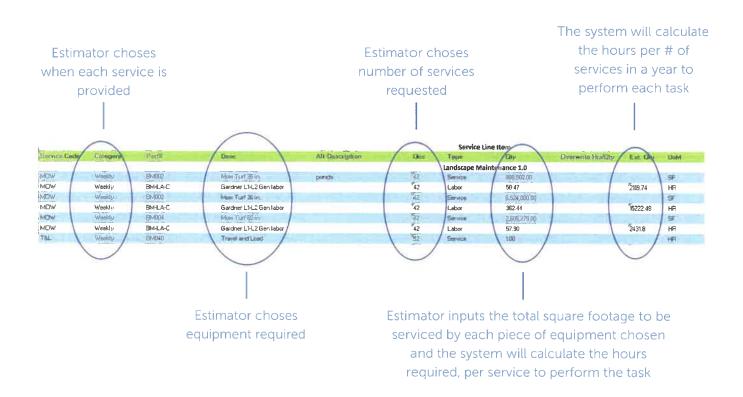


# UNIQUE BRIGHTVIEW SERVICES

#### 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:



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.

	Street	Front or Back	pH	P (ppm)	K (ppm)	Ca (ppm)	(ppm)	ОМ(%)	CEC (meg/100g)	Notes
200		Front	7.5	56	28	1796	57	12	9.5	
	Torino	Front	8	79	35	4636	116	1	24.2	Moved to front - gated back yard
	Torino	Front	7.6		23	2010	61	0.8	10.6	
176	Torino	Back	7.5	. 17	28	884	90	1	5.2	Clay hardpan at ~8", very wet
	Torino	Front	7.8	38	22	1729	76	0.9	9.3	
	Torino	Back	6.5		21	596	66	3.9	3.9	
	Torino	Front	6.4		23	617	55	1.8	4	
	Torino	Back	6.3		17	476	81	0.7		
	Torino	Front	7.8	30	26	2898	84		15.3	
	Catania	Back	7.2	15	15	286	92	0.8	5.1	
516	Catania	Front	7.9	24	25	2082	68	1.1	11	
	Catania	Back	6	14	11	365	81	0.4	2.9	9
	Catania	Front	6.8		13	748	භ	8.0		
	Catania	Back	5.8	23	14	466	68	1.1	3.€	Compacied with clay hardpan at ~6"
513	Catania	Front	7.4		31	1924	128	2.4	10.8	
	Catania	Back	5.9		36	557	77	2	4.2	Compaction at ~6"
	Torino	Front	7.4	54	36	3569	.96	1.5	18.7	
	Torino	Back	6,6	35	12	548	36	1	3.3	3
	Torino	Front	7.7	40	14	1884	43	1	9.8	
	Torino	Back	6.3	19	15	387	26	2	2.5	
	M ilano	Front	7	28	36	3455	92	22	18.2	
	Milano	Back	5.6	15	24	589	176	0.9	5.9	
	M ilano	Front	7.6	92	27	3043	96	1.1	16.1	
	M ilano	Front	6.1	37	13	2343	61	1	12.3	Moved to front - gated back yard
	M ilano	Front	7.4	42	19	1811	75		9.7	
	Torino	Back	7.5	40	17	1530	79	1.4	8.4	
	Tonno	Front	7.5	29	26	1378	64	0.8	7.5	
	Tonno	Back	7.3	27	19	814	64	0.7	4.7	
		Average	7	38	70	1571	78	1	9	3

pН	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	Oty Tree Species		Aeriai Map Color Code	2019	Service	2019 Total	
Footprint	62	Washingtonia palm		X	Maintenance Frune remove loose boots	\$ 3,410.00	
Footprint	57	Washingtonia palm		X	2nd pruning to remove inflorescence, bose boots	\$ 3410.00	
Footprint	79	Sabal paim		X	Maintenance Prune remove loose boots	\$ 2.765.00	
Footprint	19	Medicol		X	Maintenance Prune	\$ 2,375,00	
Footprint	19	Medicol		X	2nd pruning to remove inflorescence, loose boots.	\$ 2,375,00	
Footprint	49	Crok		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.



# 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.



#### **Extensive Training**

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

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.

**OSHA Recordable Performance** 

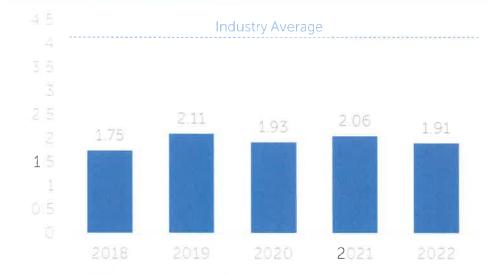


Vice President



# **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.



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



#### 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.









### 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.

### **FOUIPMENT 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.





### 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

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

- in initial tangible personal property tax return is required to be filed with the Polk County Property ppraiser's Office by April 1st of the year after the business opens. The initial return is required if the isiness 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 ⊭quipment is more than 25,000 dollars.
- ) file an initial tangible personal property tax return or for additional information, visit Polk County roperty Appraiser's Office website, polkpa.org.

**OLK COUNTY LOCAL BUSINESS TAX RECEIPT** 

**COUNT NO. 258239** 

CLASS: A

**EXPIRES:** 

09/30/2024

WNER NAME

LOCATION

*`KY HARRIES* 

**POLK COUNTY** 

SINESS NAME AND MAILING ADDRESS

**ACTIVITY TYPE** 

BRIGHTVIEW LANDSCAPE SERVICES, INC.

BRIGHTVIEW LANDSCAPE SERVICES, INC.

980 JOLLY RD STE 300 BLUE BELL, PA 19422

CODE 810000

LTD OTHER SERVICES

. FICE OF JOE G. TEDDER, CFC \* TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUS

DISPLAYED AT THE BUSINESS LOCATION

mID - 2341655 04/11/2024 JEC

TAX 31.50

BRIGHTVIEW LANDSCAPE SERVICES, INC.

### (Rev. October 2018)

### **Request for Taxpayer Identification Number and Certification**

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

Interna	Revenue Service	► Go to www.irs.gov/FormW9 for instru		st informa	tion.						
	1 Name (as shown	on your income tax return). Name is required on this line; do no	ot leave this line blank.								
	BrightView La	ndscape Services, Inc.									
		ness name/disregarded entity name, if different from above									
		,,									
Print or type. See Specific Instructions on page 3.	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 □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶							certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)  Exemption from FATCA reporting			
	Atlanta, GA 30	374-0655									
		nber(s) here (optional)									
Pa	Tayna	yer Identification Number (TIN)									
		propriate box. The TIN provided must match the name	given on line 1 to av	oid S	ocial	security	numb	er			
back	your file and be ap	r individuals, this is generally your social security numb	er (SSN). However, f	or a	T			$\Box$	П	T	$\overline{}$
resid	ent alien, sole prot	prietor, or disregarded entity, see the instructions for Pa	irt I, later. For other			-		-			
		yer identification number (EIN). If you do not have a nu	mber, see How to ge			J					
TIN,			11 14/6-4 Al	01 E		ver ident	ificati	ion num	her		
Note	: If the account is	in more than one name, see the instructions for line 1. A equester for guidelines on whose number to enter.	Also see vynat ivarrie	ne and Employer identificati						=	
NUITI	Der 10 Give ine ne	equester for guidelines on whose number to chor.		9	5	- 4	1	9 4	2	2 3	3
							_		Щ.		
Pa	rt   Certif	ication									
	er penalties of perj										
1. Th	e number shown o	on this form is my correct taxpayer identification number	r (or I am waiting for	a number	to be	issued	to m	∍); and			
Se	ervice (IRS) that I a	ackup withholding because: (a) I am exempt from back m subject to backup withholding as a result of a failure backup withholding; and	up withholding, or (b to report all interest	o) I have no or dividend	t bee Is, or	n notifie (c) the I	d by RS h	the inte	ernal Re ied me	even that	ue I am
3. l a	m a U.S. citizen o	other U.S. person (defined below); and									
		entered on this form (if any) indicating that I am exempt	from FATCA reporting	ng is corre	ct.						
Cort	fication instructio	ns. You must cross out item 2 above if you have been not	ified by the IRS that ve	ou are curr	ently:	subject t	o bad	kup wit	hholdir	ng be	cause
you l	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 Signature of U.S. person > Tanya Qui u Date > 3/8/2024										
	eneral Inst		• Form 1099-DIV (d funds)	lividends, i	nciud	ing thos	e fro	m stock	s or m	utua	il
note	d.	to the Internal Revenue Code unless otherwise	• Form 1099-MISC proceeds)	(various ty	pes o	of incom	e, pr	izes, aw	ards,	or gr	oss
Futi	re developments	. For the latest information about developments	<ul> <li>Form 1099-B (sto</li> </ul>	ck or mutu	al fur	nd sales	and	certain	other		

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)

- 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.



## 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

A SALVE

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

Student ID 1330111





# 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.



IV. <u>AFFIDAVIT REGARDING PROPOSAL</u>							
COUNTY OF DSceola							
Before me, the undersigned authority, appeared the affiant, 505c &uillen, 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 64 in en ("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 Nodated							
Addendum Nodated							
Addendum Nodated							

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 <u>June</u> , 2024.
	Proposer: José Guillen  By: 96 Guillen & Mal
STATE OF Florida	Title: Business Developer Executive

COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4th day of 300c, 2024, by 305c 600 of Brightnew, who is personally known to me or who has produced as identification, and odid or odid not take the oath.



Notary Public, State of Florida

Print Name: Tanya Linett Alice A

Commission No.: HH 480796

My Commission Expires: 2/0/2628

Harya 2 aucu

### 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 \$\frac{15056}{501\left(100)}\$ ("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: 90 Guillen  Title: Business Developer Executive  COUNTY OF OSCOLA
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of Physical presence or O online notarization this 4th day of June , 2024, by Jose Guillen of Brighticul, , who is personally known to me or O who has produced as identification, and odid or O did not take the oath.
Notary Public, State of Florida  Print Name: Tanya Lineth Alice a  Tanya Lineth Alicea  Commission No.: HH 480796  Expires 2/9/2028  Notary Public, State of Florida  Print Name: Tanya Lineth Alice a  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:	2025	Guiller			
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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.
- 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.
- 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 VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING 2

- 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



**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(les) 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).

9							
PRODUCER AON Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122  E-MAIL ADDRESS:  FAX (A/C. No.): (800) 363-0105						
Philadelphia PA 19103 USA	INSURER(S) AFFORDING COVERAGE	NAIC#					
INSURED	INSURER A: ACE American Insurance Company	22667					
BrightView Landscape Services, Inc. Location #34530	INSURER B: American Guarantee & Liability Ins Co	26247					
4777 Old Winter Garden Road	INSURER C:						
Orlando FL 32811 USA	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 TRUSK EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP		-
	_		INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)		LIMIT	
Α	Х	COMMERCIAL GENERAL LIABILITY			XSLG47325857		10/01/2024	EACH OCCURRENCE	\$2,000,00
		CLAIMS-MADE X OCCUR			SIR applies per policy ter	ms & condi	tions	PREMISES (Ea occurrence)	\$2,000,00
								MED EXP (Any one person)	\$10,00
								PERSONAL & ADV INJURY	\$2,000,00
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$5,000,00
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$5,000,00
		OTHER:							
٩	AUT	OMOBILE LIABILITY			ISA H10716561	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT /Ea accident	\$5,000,00
	х	ANY AUTO						BODILY INJURY ( Per person)	
	-	OWNED SCHEDULED						BODILY INJURY (Per accident)	
		AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
В	Х	UMBRELLA LIAB X OCCUR			AUC508596819			EACH OCCURRENCE	\$3,000,00
		EXCESS LIAB CLAIMS-MADE			SIR applies per policy ter	ms & condi	tions	AGGREGATE	\$3,000,00
		DED X RETENTION							
Α		PRICE COMPENSATION AND			WLRC5068541A	10/01/2023	10/01/2024	X PER STATUTE OTH-	
.		PLOYERS' LIABILITY  PROPRIETOR / PARTNER / EXECUTIVE T			WC - AOS			E.L. EACH ACCIDENT	\$2,000,00
A OFFIC		FICER/MEMBER EXCLUDED?	N/A		SCFC50685482 WC - WI	10/01/2023	10/01/2024	E.L. DISEASE-EA EMPLOYEE	\$2,000,00
	If ye	es, describe under SCRIPTION OF OPERATIONS below			MC - MI			E.L. DISEASE-POLICY LIMIT	\$2,000,00
-	DE	SCRIPTION OF OPERATIONS BEIOW	-					E.L. DISEASE-POLICY LIVIT	\$2,000,00

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**

### 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** 

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

Aon Risk Services Central, Inc.

### Department of the Treasury

### **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.

	Name (as shown on your income tax return). Name is required	d on this line; do not leave this line blank.						
		,						
1	BrightView Landscape Services, Inc.  2 Business name/disregarded entity name, if different from abo	ve			PET.			
0)	3 Check appropriate box for federal tax classification of the per following seven boxes.  Individual/sole proprietor or single-member LLC  Limited liability company. Enter the tax classification (C=C Note: Check the appropriate box in the line above for the LLC if the LLC is classified as a single-member LLC that is another LLC that is not disregarded from the owner for U is disregarded from the owner should check the appropriation of the (see instructions) ►  5 Address (number, street, and apt. or suite no.) See instruction P.O. Box 740655  6 City, state, and ZIP code	certain en instruction  Exempt pa  K Exemption code (if an (Applies to so	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.) and address (optional)					
	Atlanta, GA 30374-0655							
	7 List account number(s) here (optional)							
Par								
Enter	your TIN in the appropriate box. The TIN provided must	match the name given on line 1 to av	014	security num	per			
backu	p withholding. For individuals, this is generally your soci nt alien, sole proprietor, or disregarded entity, see the in	al security number (55N). However, Restructions for Part I later. For other	or a	_	_			
entitie	s, it is your employer identification number (EIN). If you o	lo not have a number, see How to ge	ta 🔲					
TIN, la			or					
	If the account is in more than one name, see the instruc		and Employ	er identificat	r identification number			
Numb	er To Give the Requester for guidelines on whose numb	er to enter.	9 5	- 4 1 9 4 2 2 3			2 3	
				-   -	V 7			
Par	II Certification							
Under	penalties of perjury, I certify that:							
1. The	number shown on this form is my correct taxpayer iden	tification number (or I am waiting for	a number to be	issued to m	e); and			
2 1 00	a not subject to backup withholding because: (a) I am ex	empt from backup withholding, or (b)	) I have not beer	n notified by	the Inter	mal F	Revenue	
Ser	vice (IRS) that I am subject to backup withholding as a r longer subject to backup withholding; and	esult of a failure to report all interest of	or aividenas, or	(c) the ind i	as noun	eu III	e mat i am	
	n a U.S. citizen or other U.S. person (defined below); and	4						
	FATCA code(s) entered on this form (if any) indicating t		na is correct					
4. 106	ication instructions. You must cross out item 2 above if you	by have been petified by the IRS that w	ou are currently s	ubject to ba	kup with	hold	ing because	
you ha	ave failed to report all interest and dividends on your tax ref sition or abandonment of secured property, cancellation of than interest and dividends, you are not required to sign the	urn. For real estate transactions, item 2 debt. contributions to an individual retir	? does not apply. rement arrangem	i For mortgag ient (IRA), an	je interes d general	t paid lly, pa	a, ayments	
Sign			3/8 Date ▶	3/2024				
Ge	neral Instructions	Form 1099-DIV (di funds)	ividends, includi	ing those fro	m stock	s or r	mutual	
Section	on references are to the Internal Revenue Code unless o		(various types o	f income. pr	izes, awa	ards.	or gross	

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)

- 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.

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: <u>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.</u>

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: <u>Scope of Services.Clarification.5</u>: 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: <u>Scope of Services.Clarification.5</u>: 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: <u>Landscape Scope of Work General Services. Turf Maintenance: Please provide normal business hours of operation.</u>
- A14: This is defined in the Staffing section under General Services- Component "A" of the scope.
- Q15: <u>Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated?</u> Is there any other unirrigated turf on the site outside of pond areas and <u>banks?</u>
  - 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: <u>Landscape Scope of Work.General Services.Detailing</u>: <u>Please define "high profile or focal areas"</u>.
  - 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.

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- Q18: <u>Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to</u> 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: <u>Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.</u>
- 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: <u>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?</u>
- 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: <u>Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.</u>
  - 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: <u>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?</u>
- 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.

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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

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



### **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.

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I. PUBLIC NOTICE

### 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 <a href="mailto:csmith@gmscfl.com">csmith@gmscfl.com</a>. 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 <a href="mailto:csmith@gmscfl.com">csmith@gmscfl.com</a>.

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]

- 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 <a href="mailto:csmith@gmscfl.com">csmith@gmscfl.com</a>. 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.
- 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-tomonth 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)
who w capabil equipn project	This category addresses the following signed personnel, including the projectill manage the property; present ability of performing the work; geographent; etc. Skill set includes certificates. Please include resumes, certificates proposer's ability to meet deadlines at	ct manager and other s ity to manage this pro- phic location; subconta- tion, technical training ons, etc., with proposal	specific oject; practor 1 g, and e . Please	ally trained individuals roposed staffing levels; isting; inventory of all experience with similar e also provide evidence
2.	<u>Experience</u>	(20 Points Possible)		Points Awarded)
project	This category addresses past & currts; volume of work previously awarde			
3.	<b>Understanding Scope of RFP</b>	(15 Points Possible)		Points Awarded)
as requelerly Does t	This category addresses the follogranding of the District's needs for the uested by the District including price the ability to perform these services? The proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the forms provided from the least of the proposal as a whole appear to be actor use the proposal as a whole appear to be actor use the proposal as a whole appear to be actor use the proposal as a whole appear to be actor use the proposal as a whole appear to be actor use the proposal as a whole appear to be actor use the proposal as a whole appear to be actor use the proposal as a whole appear to be actor use the proposal as a whole appear to be actor use the proposal as a whole appear to be actor use the proposal as a whole appear to be actor use the proposal as a whole appear to	services requested? ling, scheduling, staffir Were any suggestions a feasible, in light of	Does it ng, etc.'s for "be the sco	provide all information? Does it demonstrate est practices" included? pe of work? Did the
4.	Financial Capacity	(5 Points Possible)		Points Awarded)
should	This category addresses whether the ces and stability as a business entity ne include proof of ability to provide inside financial statements, or similar informations.	cessary to implement a surance coverage as rec	ind exec	cute the work. Proposer
5.	<u>Price</u>	(25 Points Possible)		Points Awarded)
for Par	A full twenty-five (25) points will but $1 - 4$ (the Contract Amount). AN	_		•

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).  $(210,000/265,000) \times 25 = 19.81$ , 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).  $(210,000/425,000) \times 25 = 12.35$ , 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.

<u>Proposer's Total Score</u> (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	
COUNTY OF	
	authority, appeared the affiant,John Gillespie_, ed on personal knowledge, deposes and states:
contained herein. I serve in the capaci	B) years of age and competent to testify as to the matters ity of Director of Business Development for Duval Landscape Maintenance LLC. Ike this Affidavit Regarding Proposal on behalf of Proposer.
("Proposal") provided in response ("District") request for proposals for information provided therein is full a intentional inclusion of false, decept include full and complete answers, ma	eparation of, and have reviewed, the Proposer's proposal to the Windward Community Development District's landscape and irrigation maintenance services. All of the ind complete, and truthful and accurate. I understand that live or fraudulent statements, or the intentional failure to any constitute fraud; and, that the District may consider such constitute good cause for rejection of the proposal.
3. I do hereby certify to participated in collusion or proposal ri	hat the Proposer has not, either directly or indirectly, gging.
information for ninety (90) days from	through submission of the Proposal to honor all pricing the opening of the proposals, and if awarded the contract on and execute the contract in the form included in the Project
	edges the receipt of the complete Project Manual as provided Project Manual's Table of Contents, as well as the receipt
Addendum No	dated
Addendum No	dated
Addendum No	dated
	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	f, 2024.
			Proposer: Duval Landscape Maintenance LLC.
			By: John Gillespie
			Title: Director of Business Development
STAT	TE OF		
COU	NTY OF		
online		this day of	icknowledged before me by means of $\square$ physical presence or $\square$ , 2024, by of personally known to me or $\square$ who has produced as identification, and $\square$ did or $\square$ did not take the oath.
			Notary Public, State of Florida
			Print Name:
			Commission No.: My Commission Expires:
			wy 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

Compa		TING Duval Landscape Maintenance LLC. agree to furnish the services required in the
I.	Contract Proposal Amount: (Please provide an average of all five years of pricing)	<b>\$</b> _\$227,389.52
	Annual Total, Year 1:	<u>\$</u> 227,389.52
	Annual Total, Year 2:	<u>\$ 234,211.20</u>
	Annual Total, Year 3:	§241,237.53
	Annual Total, Year 4:	<u>\$</u> 248,474.65
	Annual Total, Year 5:	<u>\$</u> 255,928.88
II.	<b>Proposer Information</b>	
NAME	E OF PROPOSER: Duval Lands	cape Maintenance LLC.
ADDR	RESS: 7011 Business Park Blvd. N. /	Jacksonville, FL 32256
PHON	E: 407-383-2379	FAX:
SIGNA	ATURE: Jack Gillespie	
PRINT	TED NAME: John Gillespie	
TITLE	Director of Business Develop	pment
DATE	: 6/11/2024	

# PROPOSAL FORM **PART I – GENERAL INFORMATION**

• Proposer General Information:

Proposer Name Duva	al Landscape Maintenance LLC.	
Street Address _7011	1 Business Park Blvd. N. / Jacks	onville, FL 32256
P. O. Box (if any)		
City Jacksonville	State FL	
	-2379 Fax no.	
	John "Jack" Gillespie	Director of
	Michael Woolridge	
Parent Company Nan	ne (if any) N/A	
Street Address		
P. O. Box (if any)		
	<del></del>	
	State	
City		Zip Code
City	State	Zip Code
City	State Fax no	Zip Code Title
City Telephone 1st Contact Name	State Fax no	Zip Code Title
City Telephone 1st Contact Name 2nd Contact Name Company Standing:	State Fax no	Zip Code Title
City Telephone  1st Contact Name  2nd Contact Name  Company Standing:  Proposer's Corporate	State Fax no	Zip Code Title  Title
City Telephone  1st Contact Name  2nd Contact Name  Company Standing:  Proposer's Corporate (e.g., individue)	State Fax no Form: _Limted Liability Company	Zip CodeTitle Title I liability company, etc.)
City Telephone  1st Contact Name  2nd Contact Name  Company Standing:  Proposer's Corporate	Fax no Form: _Limted Liability Company al, corporation, partnership, limited	Zip CodeTitle Title liability company, etc.) Date 8/10/2009
City Telephone  1st Contact Name  2nd Contact Name  Company Standing:  Proposer's Corporate	StateFax no Form:Limted Liability Company al, corporation, partnership, limited Proposer organized?Florida	Zip Code Title Title I liability company, etc.)  Date 8/10/2009  No

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

• 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:

# Certifications





contract price.





# PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

P. O. Box (if any)		
City Winter Park	StateFL	Zip Code
Telephone 904-900		
1st Contact Name	John Jack'Gillespie	Title Director of Business Developer
2nd Contact Name	Mike Woolridge	Title Branch Manager
Proposed Staffing L following:	Levels - Landscape and irrigati	ion maintenance staff will include the
1-5	Supervisors, who will be or Technical personnel, who w	nsite 1-2 days per week; vill be onsite 1-5 days per month; and
2/	Laborers, who will be onsit	
Officers and Super	Laborers, who will be onsit visory Personnel – Please con the Proposer's Officers and Si	
Officers and Superthis Part regarding for any individuals  Technical Personne who have experting the conticulture, or other continuous co	Laborers, who will be onsit visory Personnel – Please con the Proposer's Officers and Sulisted.  el – Does the Proposer current se in pesticide application, er relevant fields of expertise?	e 2 days per week.  applete the pages that follow at the end of
Officers and Superthis Part regarding for any individuals  Technical Personne who have experting the conticulture, or other continuous co	Laborers, who will be onsite visory Personnel — Please conthe Proposer's Officers and Sulisted.  el — Does the Proposer current se in pesticide application, er relevant fields of expertise? mation for each person (attach	e Q days per week.  aplete the pages that follow at the end of apervisory Personnel, and attach resumes  ly employ any other technical personnel herbicide application, arboriculture,  Yes X No If yes, please provide
Officers and Superthis Part regarding for any individuals  Technical Personne who have experting horticulture, or other the following informations of the Joshua Boucher (1988)	Laborers, who will be onsite visory Personnel — Please conthe Proposer's Officers and Sulisted.  el — Does the Proposer current se in pesticide application, er relevant fields of expertise? mation for each person (attach	e Q days per week.  aplete the pages that follow at the end of apervisory Personnel, and attach resumes  ly employ any other technical personnel herbicide application, arboriculture,  Yes X No If yes, please provide
Officers and Superthis Part regarding for any individuals  Technical Personne who have experting horticulture, or other the following information of the position / Certificate Position / Certificate control of the position	Laborers, who will be onsite visory Personnel – Please conthe Proposer's Officers and Sulisted.  Let – Does the Proposer current is in pesticide application, er relevant fields of expertise? mation for each person (attacher	e Q days per week.  aplete the pages that follow at the end of apervisory Personnel, and attach resumes  ly employ any other technical personnel herbicide application, arboriculture,  Yes X No If yes, please provide
Officers and Superthis Part regarding for any individuals  Technical Personne who have experting horticulture, or other the following information of the Position / Certificate Duties / Responsibility	Laborers, who will be onsite visory Personnel – Please conthe Proposer's Officers and Sulisted.  Let – Does the Proposer current is in pesticide application, er relevant fields of expertise? mation for each person (attacher	e Q days per week.  aplete the pages that follow at the end of upervisory Personnel, and attach resumes  ly employ any other technical personnel herbicide application, arboriculture, Yes X No If yes, please provide additional sheets if necessary):  and assists the horticulter/spray teams.
Officers and Superthis Part regarding for any individuals  Technical Personne who have expertitive horticulture, or other the following information of Certificate Duties / Responsibility of Time to Be Definition of Supersisting of Time to Be Definition of Supersisting of Time to Be Definition of	Laborers, who will be onsite visory Personnel — Please conthe Proposer's Officers and Statisted.  Let — Does the Proposer current se in pesticide application, er relevant fields of expertise? nation for each person (attacher lines: Irrigation Manager litties: Manages Irrigation team and litties: Manages Ir	e Q days per week.  aplete the pages that follow at the end of apervisory Personnel, and attach resumes by employ any other technical personnel herbicide application, arboriculture, Yes X No If yes, please provide additional sheets if necessary):  and assists the horticulter/spray teams.

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	<u>Lead irrigation Technician</u> 1. Duval Safety Certificate	10 plus years experience managing irrigation systems for HOA and CDD com munities.
Torre Dunham	10	Lead Spray Technician 1. Spray License 2. Fertilization License 3. Daval Safety Certification	Develops and Manages the Agronomy Program for the high priority accounts, well we used in a liche micals 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 indepth 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)
- 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



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.

POSITION RESPC	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Rob Bullock	President/Owner		Jacksonville, FL
Edwin Cintron	СБО		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: Dual Landscape Namoeure UC.

DATE: 6/12/2014

Name	Years Experience	Position/Certifications	Duties and Responsibilities
Joshua Feagin	15	Branch Manager  1. Best Management Practices Certification  2. Daval 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	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. Du val Safety Certificate	10 plus years experience managing irrigation systems for HOA and CDD com munities.
Forre Dunha m	.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. We live rsed in all che micals and application processes.
Jack Gillespie	Vī	Business Deve lopm ent Manager  1. BA in Business Adm inistration  2. Best Management Practices  Certification  3. Duval Safety Certification	Custom er relations, operations planning scheduling, scheduling, and quality assurance. Has worked in every facet of the green industry and has an indepth understanding of how to get the job done.

DATE: 6/12/2024

# **Equipment and Resources**

- Work order request website (Upkeep)
- 1F-150 trucks
- 2 F-250 trucks
- 1F-550 truck (as needed)
- Ilrrigation Van
- 4 Mowers with mulch decks
- 4 Line Trimmers
- 4 Edgers
- 4 Hedge Trimmers
- 1 Fertilization machine (Z-spray)
- 4 Blowers
- v. 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  Contact Phone: Jerry Lambert - 248-807-2763  Jerry Lambert 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:
	<u>2023</u> = \$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, agronom 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.):

Type text here List of equipment used on site: <u>Mowers, edger, string</u> trimi irrigation equipment, stump	mers, blowers, z-spray, o grinder, tree pruning equipen
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 Irriga	tion contract
Dollar Amount of Contract: \$600,000  How was the project similar to this project? Large area move retention ponds almost identical	<ul> <li>Scope of services required a</li> </ul>
Your Company's Detailed Scope of Services for Project (i.e. f	ertilization, mowing, pest
General Maintenance, fertilization, pest control, we irrigation, tree trimming, mulch services, design an	ed control, agronomy, d enhancement.
List of equipment used on site: Mowers, edgers, string trin irrigation equipemt, z spray	nmers, tree pruning equipment y, blowers, back pack sprayers

Is this a	current contract? Yes X_ No
Duration	of contract: 2+ Years
(Informa	ation regarding similar projects – continued)
Project 1	Name/Location: Hamlin Reserve
	Mark Koury Contact Phone: 321-231-0833
	Type/Description: General Maintenance and Irrigation Contract
-	mount of Contract: \$180K
How wa	s the project similar to this project?
	Large area mowing, sidewalks, roadways,
	retention ponds. Scope of services required are almost identical.
control,	ompany's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest weed control, thatch removal, irrigation, etc.):  Maintenance, fertilization, pest control, weed control, irrigation, ming, mulch services, desing and enhancement.
List of e	quipment used on site: Mowers, edgers, string trimmers, tree pruning equiprirrigation equipemt, z spray, blowers, back pack spra
	inigation equiperit, 2 spray, blowers, back pack spra
List of s	ubcontractors used: N/A
<del></del>	
Is this a	current contract? Yes X No
	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, mowi	ng, 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., ov	war officar
supervisor, etc.), been terminated from any landscape or irrigation installation	or maintenai
contract within the past 5 years? Yes X No For each such inciden	t, please prov
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	
J Jr	

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 violation 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 suspende 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

pe it: P	ist any and all governmental enforcement actions (e.g., any action taken to impose fines enalties, licensure issues, permit violations, consent orders, etc.) taken against the Propose of the principals, or relating to the work of the Proposer or its principals, in the last five (5) yes lease describe the nature of the action, the Proposer's role in the action, and the status and solution of the action.
N	/A
-	
_	
fi	ist any and all litigation to which the Proposer or its principals have been a party in the vector of the litigation, the Proposer's role in the litigation of the status and/or resolution of the litigation.
N	I/A
oj oi	Tas the Proposer or any of its affiliates (parents or subsidiaries), or any of the Propose ficers or principal members, shareholders or investors filed for bankruptcy, either volunt involuntary, within the past 10 years? Yes (_) No (_x) If yes, provide the following:    lentify the Case # and Tribunal: N/A
ע	escribe the Nature of the Action: N/A
_	
_	
_	
D	escribe the Proposer's Role in the Action and Describe the Status and/or Resolution:
_	N/A
_	
Н	as the Proposer or any of its affiliates (parents or subsidiaries), or any of the Propos

	coposer or any of its a	ffiliates (parents (	,	
bligation	principal members, sha (e.g., failing to pay subc es, please explain:			
bligation	e.g., failing to pay subc			
bligation	e.g., failing to pay subc			

# 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	Ę	AUG	SEP	OCT	MOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compaent A) - Moving/Detailing	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	3,210	9,210	9,210	9,210	\$110,526
TURF CARE [Component B] Babis/St Augustine/Zousia	355	85 15 15	355	355	350	10 10	355	355	355	10 10	355	100	\$4,260
TREE/SHRUB CARE lacindes 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)	314	914	314	314	314	314	116	314	314	314	914	914	\$10,968
ANNUAL CHANGES - [Component E.1]  Perfensel Pricing: \$3.50	4,285			4,285			4,285			4,285			\$17,140
BED DRESSING - Estimate mulch yds (Component E.2)  PerYodPrising\$65.00					19,500 Mulch Ydr						13,500 Mulch Ydr		\$33,000
PALM TRIMMING 2x Per Year (Component E.3) Par Polin Stiff Polin combus 388						轉轉轉轉						00 00 00 00	\$41,800
TOTAL FEE PER MONTH:	\$15,072	\$10,787	\$10,787	\$15,072	\$30,287	\$31,687	\$15,072	110,787 \$15,072 \$30,287 \$31,687 \$15,072 \$10,787	\$10,787	\$15,072	130,287 131,687 22222	\$31,687	## ## ## ##

Flat Fee Schedule		
\$18,949		
\$18,343		
\$18,943		
118,949 31		
8 343 88		
8 2 2 18 3 6 2 18 3		
13 518,343		
\$18,949		
516,514.5		
116.945		
3		

020 0000	916.9.436	
	Mowing/Detailing/Irrigation/Fert and Pest	

	\$97,940	
Extra Services		Annual Changes, Palm Pruning, Mulch

1	_
	\$227,389.52
	TOTAL

# PROPOSAL FORM SIGNATURE PAGE

to		_			the laws of the State of Florida, I represent (including Parts I through IV) ("Proposer") and declare that I have	on behalf of
	*	•	_		gh IV) and that all of the questions are wided is true and correct.	
	Dat	ted this		_day of _	, 2024.	
					Proposer:	
					By:	
СT	ATEO	E			Title:	
21.	AILU	r OF				
CU	UNIX	Or_				
49.49.0					n to (or affirmed) and subscribed before me b	
pre	sence or	O omin	e notarizatio	in unis	day of, 2024, by _	01
					ersonally known to me or $\square$ identification, and $\square$ did or $\square$ did not take th	
				a	identification, and to did of the did not take in	e oam.
					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 aff ng to the

fidavit is, and shall be treated as, fraudulent concealment	•
e 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

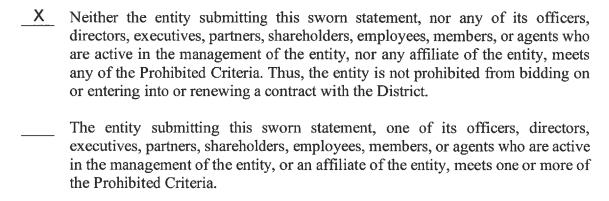
# THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer:	· Duval Landscape Maintenance LLC.	
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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.)



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

WINDWARD	COMMUNITY DEVELO	PMENT DISTR	ICT, a local un	it of special-
purpose gove	nment established purs	uant to Chapte	r 190, <i>Florida St</i>	atutes, located
in Osceola	County, Florida, who	ose mailing a	ddress is c/o	Governmental
	Services – Central Flori			
	(the "District"), and	, o, <b>-</b> >		,,
1 1011da 52001	(the <b>District</b> ), and			

### 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.
- 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.

- Payments by Contractor. Subject to the terms herein. Contractor will E. 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.
- 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:

If to the	he 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.
В.	If to Contractor:	

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

A.

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 Statutes*. 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		
WITNESS:	[CONTRACTOR]	
By:	By:	
Exhibit C: Fee Summary	aintenance Map	

## **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.
- 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.

#### <u>Edging</u>

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.

#### Zovsia

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.

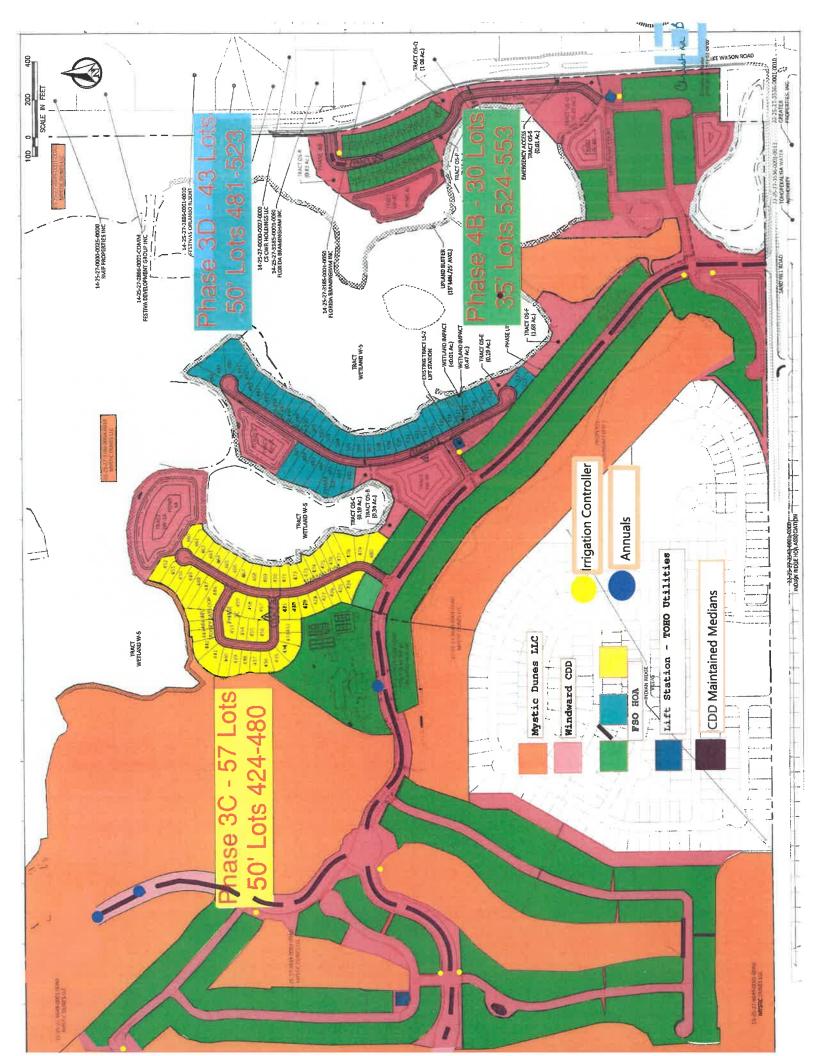
Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

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

It is imperative that the contractor use clean and sanitized tools, sanitizing tree to tree.	ng their tools thoroughly from

Exhibit B: Landscape Maintenance Map





## **Exhibit C: Fee Summary**

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOY	DEC	TOTAL
ESSENTIAL SERVICES A-D													
(Compaent A) -	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	9,210	3,210	\$110,526
Mowing/Detailing													
TURF CARE													
(Component B)	355	355	355	355	355	355	355	355	355	355	355	355	14,260
Bahia/St Augustine/Zoysia													
TREE/SHRUB CARE Includes OTC													
(Component C)	308	308	308	308	308	308	308	308	308	308	308	308	\$3,686
Tree/Shrub Fert/OTC/Drenching													
IRRIGATION MAINT.													
(Component D)	314	314	314	914	914	914	914	314	914	914	914	914	\$10,968
ANNUAL CHANGES -													
(Component E.1)	4,285			4,285			4,285			4,285			\$17,140
Per Annual Pricing: \$3.50	1,200			1,200			1,200			1,200			
BEO DRESSING - Estimate mulch yds													
(Component E.2)					19,500						19,500		\$39,000
ParterdPricing: \$65.00					Mulch Ydr						Mulch Ydr		
PALM TRIMMING 2: Per Year							1			5 5			
(Component E.3) Par Falm Frien #55.00						*****						*****	\$41,800
Palm countr: 340													
TOTAL FEE PER MONTH:	\$15,072	\$10,787	\$10,787	\$15,072	130,287	131,687	\$15,072	\$10,787	110,787	\$15,072	130,287	131,687	****
Flat Fee Schedule	\$18,949	318,949	\$18,343	\$18,343	\$18,943	28222	\$16,949	\$18,343	\$18,349	\$18,945	\$18,343	\$18,949	
Essential Services	\$129,	450											
Mowing/Detailing/Irrigation/Fert and Pest	\$120,												
Extra Services	\$97,8		1										
Annual Changes, Palm Prening, Mulch	\$31,5	-0											
TOTAL													

## **Exhibit D: Form of Work Authorization**

## WORK AUTHORIZATION NUMBER \_\_\_\_\_ FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION ("Work Author work in accordance with that certain <i>Landscape and Irrigation</i> "Agreement"), by and between:	rization"), dated, 202, authorizes certain n Maintenance Agreement, effective, 2024 (the
established pursuant to Chapter 190, Florida Statutes and	ICT, a local unit of special-purpose government s, located in Osceola County, Florida (the "District"),
, a Florida,	with an address of
("Contractor").	
amendments and addenda thereto, Contractor shall provide a the attached Exhibit A, which is incorporated herein by re	to the services described in the Agreement and any exhibits, dditional services, as set forth in eference, all in accordance with the terms of the Agreement at the terms of <b>Exhibit A</b> conflict with terms of this Work the Agreement shall control.
Contractor Dollars (\$	ion for the Additional Services, the District agrees to pay). Contractor shall invoice the District for strict shall pay Contractor in accordance with the terms of the
Additional Services as outlined above and is indicated by the Contractor. Contractor shall commence the aforesaid Addition	is Work Authorization authorizes Contractor to complete the e signature of the authorized representative of the District and hal Services upon the full execution of this Work Authorization and conditions of the Agreement, which, except to the extent ains in full force and effect.
IN WITNESS WHEREOF, the parties execute this agree	ement the day and year first written above.
ATTEST:	WINDWARD COMMUNITY DEVELOPMENT DISTRICT
By:	Rv.
□ Secretary	By:  ☐ Chairperson
☐ Assistant Secretary	☐ Vice Chairperson
	[CONTRACTOR]
	Devi
	By: Its:
Exhibit A Proposal for Additional Services	

# SECTION C





June 2024



## **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.









### **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

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 Low-Volume Irrigation Landscape Lighting

Bush-hogging Property Clean-Up French Drains

pH Correction Pond Fountains Pressure Washing

Antibiotic Palm Tree Injections Turf Painting 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**

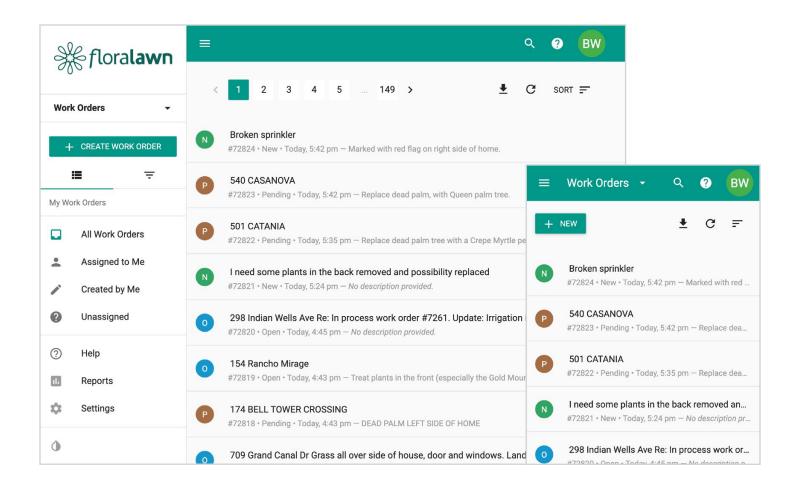
Utilize our online work order system to create and track work orders for your property. Managers and residents can easily create an account and get started right away.

## **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 onsite 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.

#### **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.

### **Communication**

Our team members stay in constant communication through work order status updates and direct messages.

## **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.



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.

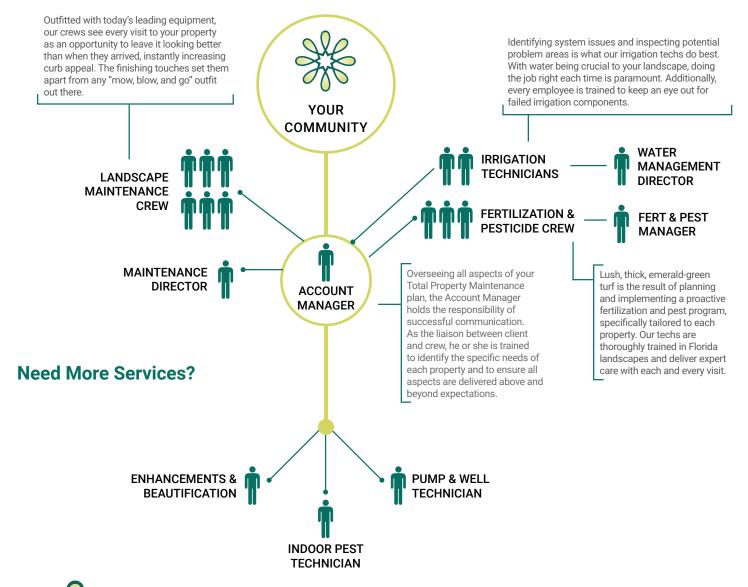




# Personnel Structure

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**





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 Board Treasurer 678-778-0490

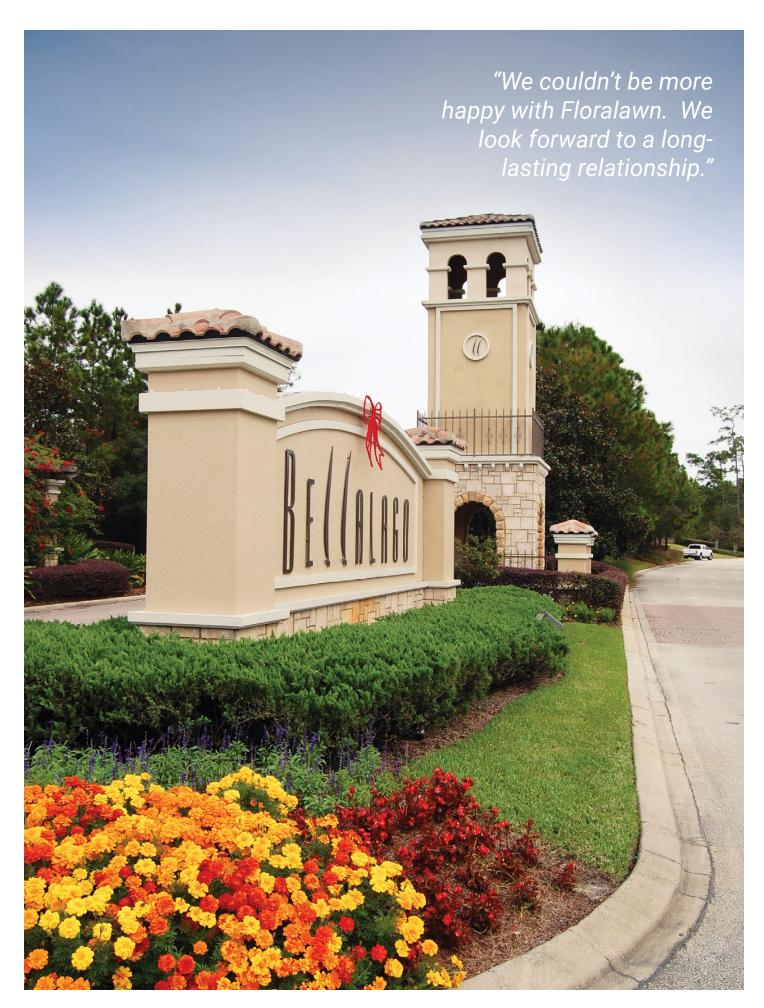
### **Overview**

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.









# SummerGlen



### **Details**

Start Date	2019
Туре	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

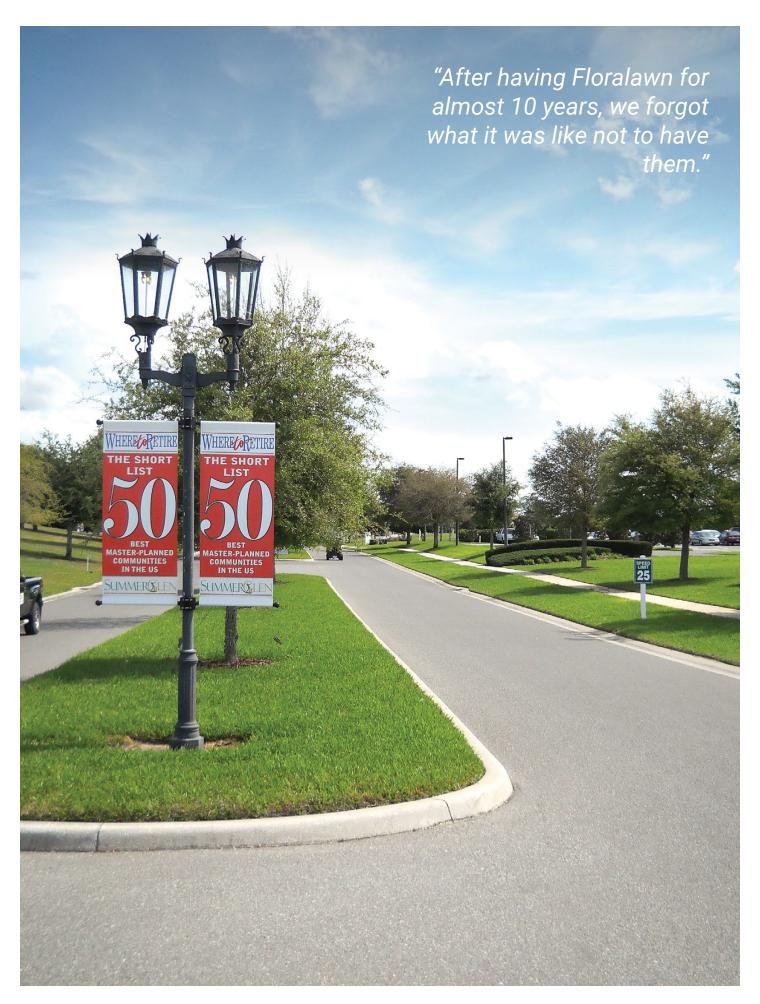
### Overview

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 rehired Floralawn for all its landscape needs.









# 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** 

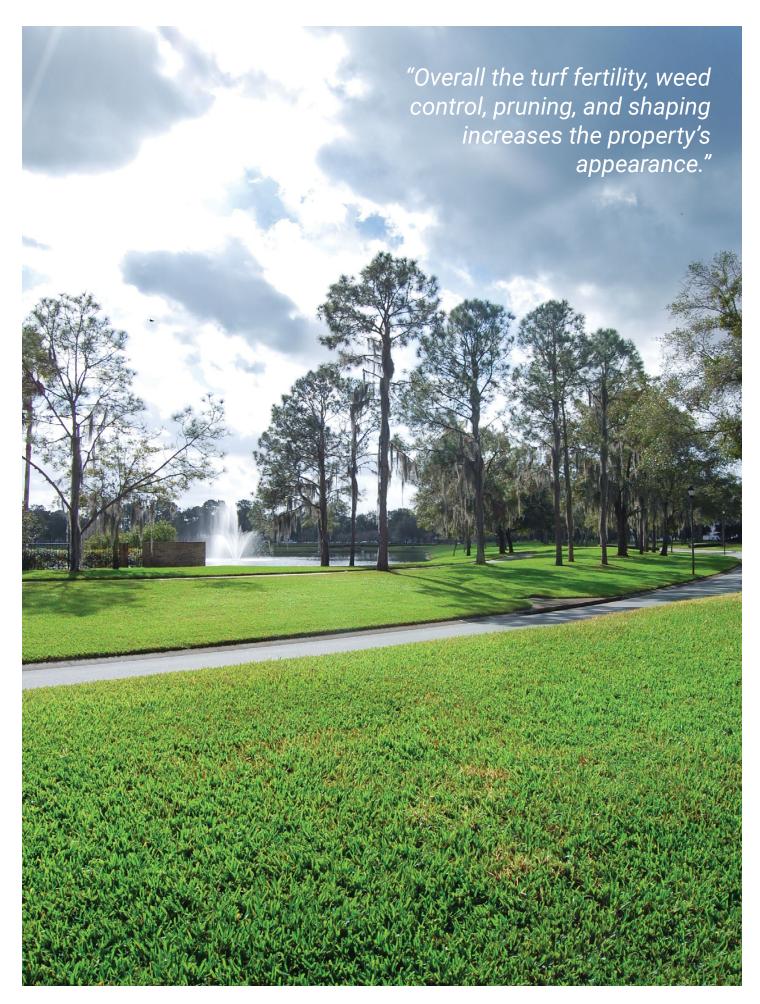
# **Overview**

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.









# 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.

Туре	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.

Туре	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.

Туре	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

# BE((ALAGO™ | ISLES OF BE((ALAGO™

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. <u>bryan.boyett@floralawn.com</u>

# 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)
who w capabi equipn	This category addresses the following signed personnel, including the projectill manage the property; present ability of performing the work; geographent; etc. Skill set includes certificates. Please include resumes, certification proposer's ability to meet deadlines and	ct manager and other s lity to manage this pro- phic location; subconta- tion, technical training ons, etc., with proposal	pject; proposed staffing levels; ractor listing; inventory of all g, and experience with similar . Please also provide evidence
2.	Experience	(20 Points Possible)	( Points Awarded)
project	This category addresses past & currts; volume of work previously awarde	ent record and experied to the firm; past perfo	ence of the Proposer in similar ormance in any other contracts;
3.	Understanding Scope of RFP	(15 Points Possible)	( Points Awarded)
as required clearly	This category addresses the follo tanding of the District's needs for the uested by the District including price the ability to perform these services? the proposal as a whole appear to be ctor use the forms provided from the	ing, scheduling, staffing Were any suggestion e feasible, in light of	ng, etc.? Does it demonstrate s for "best practices" included? the scope of work? Did the
4.	Financial Capacity	(5 Points Possible)	( Points Awarded)
should	This category addresses whether the ces and stability as a business entity not include proof of ability to provide in d financial statements, or similar informations.	ecessary to implement a surance coverage as re-	and execute the work. Proposer
5.	<u>Price</u>	(25 Points Possible)	(Points Awarded)
RE CO	A full twenty-five (25) points will least 1 – 4 (the Contract Amount). AN ONSIDERED WHEN AWARDING FOUR ANNUAL RENEWALS. All o	AVERAGE OF ALL I POINTS FOR PRICING	FIVE YEARS PRICING IS TO G - THE INITIAL TERM AND

FLORALAWN.COM 23 JUNE 2024

III. EVALUATION CRITERIA

4876-9932-0876.5

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).  $(210,000/265,000) \times 25 = 19.81$ , 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).  $(210,000/425,000) \times 25 = 12.35$ , 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 O	F POIK	

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

IV. AFFIDAVIT REGARDING PROPOSAL 4876-9932-0876.5

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	June	, 2024.	
STATE OF Florida COUNTY OF POIL	Proposer: (C By: Cory Title: Esti	Someriut Mater/Busine	as developer
The foregoing instrument was acknoonline notarization this Library day of Juffordayon Frc, who is person as in	onally known	2024 by L	who has produced
	Notary Public Print Name:	as Carolo GC c, State of Florida Melissa Carol No.: HH02317 sion Expires: D7 23	e Johnson



# 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)

л	$\Gamma \cap$	
	w	

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

1

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

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

Property: Windward CDD

Phone:

Contact: Email:

	JAN	8	MAR	APRIL	MAY	NOS	JUL	AUG	SEP	DCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A) -	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
TURE CARE (Component B) Raharis Aucustina/20xia	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	000 000
TREE/SHRUB CARE Includes OTC (Component C) Trees/Shrub Fert/OTC/Drenching	202	202	202	202	202	202	202	202	202	202	202	202	12424
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) Per Annual Pricing.	3,600			3,000			3,000			3,000			\$12,000
BED DRESSING - Estimate mulch yds (Component E.2)	R				9,735 771						9,735		0.18,470
PALM TRINMING 2x Per Year (Component E.3) Per Pelm Price: \$60 Palm counts:380	3,800	3,800	3,600	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	\$45.600
TOTAL FEE PER MONTH:	\$18,597	\$15,597	\$ 15,597	\$18 597	255.832	15,597.	\$18,597	\$15,597	\$15.587	\$16,597	\$25(332	\$15.597	\$218,634
	2000000	THE PERSON	CONTRACTOR OF THE PERSON OF TH	Men 03-9	020 032	260.000	B48 220	000 849	KAR BOT	UCC 843	648.220	648.720	SOUTH FIRST

	S141.56
ing/Detalling/frrigation/Fert and Pest	Company of the compan

EXITA 361 VICES	620, 620
Annual Changes, Palm Pruning, Mulch	15 800 20 1
TOTAL	
	THE PERSON NAMED IN



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 alla 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

Compa	an Boyett REI  ny and/or Corporation ("Prop  pecifications at the following	PRESENTING Floralawn Inc.  poser"), agree to furnish the services required in the g prices:
1.	Contract Proposal Amoun (Please provide an average of all five years of pricing)	
	Annual Total, Year 1:	<u>\$218,634.00</u>
	Annual Total, Year 2:	<u>\$_231,948.81</u>
	Annual Total, Year 3:	<u>\$ 238,907.27</u>
	Annual Total, Year 4:	<b>\$</b> 246,074.48
	Annual Total, Year 5:	<u>\$_253,456.71</u>
II.	Proposer Information	
NAME	E OF PROPOSER: Flora	alawn Inc.
ADDR	ESS: 734 S. Combee Rd.	
PHON	E: <u>863-668-0494</u>	FAX: <u>863-669-4095</u>
SIGNA	ATURE:	
PRINT	TED NAME:	
TITLE	<u> </u>	
DATE	. 06-06-2024	

V. PROPOSAL FORMS 4876-9932-0876.5

# PROPOSAL FORM PART I – GENERAL INFORMATION

Š	Proposer General Info	formation."		
	Proposer Name Flora	alawn Inc.		
	Street Address 734 S	. Combee Rd.		
	P. O. Box (if any)	ļ-		
	City Lakeland	StateFL	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 Nan	ne (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:			G.
	Proposer's Corporate (e.g., individu	Form: Corporation al, corporation, partner	ership, limited liability con	npany, etc.)
	In what State was the	Proposer organized?	FL	Date <u>06-06-2024</u>
	Is the Proposer in go	od 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	e Proposer's office,	which would perform work for the District.
	Street Address 734 S	S. Combee Rd,	
	P. O. Box (if any)	r <del>je</del>	
	City Lakeland	State FL	Zip Code <u>33801</u>
	Telephone 863-668-	0494	Fax no. <u>863-668-4095</u>
	1st Contact Name	Bryan Boyett	Title <u>VP Of Sales</u>
	2nd Contact Name	Rich Medlong	Title <u>VP Of Opps.</u>
•	Proposed Staffing Le	vels - Landscape and	l irrigation maintenance staff will include the
	1 1 5	Technical personne	vill be onsite 2 days per week; el, who will be onsite 2 days per wk; and be onsite 2 days per week.
•	Officers and Supervi- this Part regarding th for any individuals lis	ie Proposer's Officei	ease complete the pages that follow at the end of es and Supervisory Personnel, and attach resumes
•	who have expertise	in pesticide app.	currently employ any other technical personnel lication, herbicide application, arboriculture, pertise? Yes X No If yes, please provide (attach additional sheets if necessary):
	Name:_Austin Hicks	S	
	Position / Certification	ons: <u>Horticultural N</u>	lanager Certified Pest Control.
	Duties / Responsibili	ties: Managing fert	ilization, pesticide and weed control.
	% of Time to Be Dec	licated to This Proje	et: <u>100</u> %
			projects on behalf of the Proposer:
	-		none:
	Project Type/Descrip	otion:	

Duties / Responsibilit	ies:	
Dollar Amount of Co	ntract:	
Proposer's Scope of S	Services for Project:	
Dates Serviced:		
the work? Yes $\times$ N information (attach a	lo For each subcontr dditional sheets if necess	
Subcontractor Name	Florida Green	
Street Address 6635	Old Hwy 37	
P. O. Box (if any)		
City Lakeland	StateFL	Zip Code <u>33811</u>
Telephone 863-513	-7251F	ax no
1st Contact Name	Mike Gielo	Title <u>Owner</u>
2nd Contact Name	NA	Title
Proposed Duties / Re	sponsibilities:	
Please describe the su	ubcontractor's role in other	er projects on behalf of the Proposer:
Project Name/Location		
Contact:	Contact Phone:	
Project Type/Descrip	tion:	
Proposer's Scope of	Services for Project:	
( <u>-</u>		

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.

FLOVIDE LITE TOTIOWING INTOTHIBATION FOR UTILICED OF LITE FLOPOSCI AND PAICHLE COMPANY, IT ANY.	TIC LIODOSCI AILU DAICIIL COILI	pany, 11 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)			

# WHO WILL BE INVOLVED WITH THE WORK SUPERVISORY PERSONNEL

PROPOSER; Floralawn Inc.

DATE: 06-06-2024

TOTAL YEARS OF RELATED EXPERIENCE	15+ years	20+ years					
YEARS OF EXPERIENCE IN PRESENT POSITION	5 years	20+ years					
% OF TIME TO BE DEDICATED TO THIS PROJECT /# OF DAYS ON-SITE PER WEEK	2 days per week	2 days per week					
OFFICE	Lakeland	Lakeland		1 = 0			
JOB RESPONSIBILITIES	Managing account	Job Production					
PRESENT	Acct. Mgr.	Production Mgr.					
INDIVIDUAL'S NAME	Casey hallman	Jose Calderon					

# 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
7	Mitsubishi lawn truck	2 Windward Cdd	Lakeland, FL
ဧ	Edgers	2 Windward Cdd	Lakeland, FL
က	Weed eaters	2 Windward Cdd	Lakeland, FL
එ	Blowers	2 Windward Cdd	Lakeland, FL
က	Trimmers	2 Windward Cdd	Lakeland, FL
ဗ	Zero turn mowers	2 Windward Cdd	Lakeland, FI

# PROPOSAL FORM PART III – EXPERIENCE

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 complete 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, curren 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.

_\	veed control, irrigation and trimming.
_	
_	
– Li	ist of equipment used on site: One Mitsubishi Fuso lawn truck, mowers, edgers
	weed eaters, blowers, spray trucks and spreaders.
– Li	ist of subcontractors used: Southeast Spread and Florida Green.
- Is	this a current contract? Yes X No
	uration of contract: 3 years.
(1	information regarding similar projects – continued)
P	roject Name/Location: Bella Lago
C	ontact: Kristina Inkrott Contact Phone: 407-644-0010
P	roject Type/Description: HOA
	ollar Amount of Contract: \$857,256.00
Η	low was the project similar to this project? Similar scope of service.
_	
— Ү	our Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, perontrol, weed control, thatch removal, irrigation, etc.): Mowing, fertilization, insect
	control, weed control, irrigation and trimming.
-	
	ist 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, percentrol, 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:

V. PROPOSAL FORMS

4876-9932-0876.5

Scope of Services for Project:
Dates Serviced:
Reason for Termination:
—————————————————————————————————————
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 suspen 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 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 of penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer of 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/of 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 officers or principal members, shareholders or investors filed for bankruptcy, either voluntary
or involuntary, within the past 10 years? Yes (_) No (\(\mathbb{X}\)) 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 Propose officers or principal members, shareholders or investors executed an assignment for the bene of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:
16

44

	Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Propos officers or principal members, shareholders or investors defaulted on a loan or other finar
ĺ	obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Ye. No $(\underline{X})$ If yes, please explain:
ŧ	obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Te
ĺ	obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Te

# 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
Dated this 6th day of June, 2024.
Proposer: Danword
By: Cory somerlot
Title: Est: mator / Business developer
STATE OF Florida
COUNTY OF POIK
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this day of June, 2024, by Cory Some of of Ploralawn Inc who is personally known to me or who has produced as identification, and odid or did not take the oath.
Notary Public, State of Florida Print Name: Melissa Carde Johnson Commission No.: HH 023179 My Commission Expires: 07 23 2024
,



**V. PROPOSAL FORMS** 4876-9932-0876.5

# 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	
runne of respondent			

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.
- 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").
- 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.

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING 4876-9932-0876.5

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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.

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

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING 4876-9932-0876.5 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 - c6, 2024

Nulssa Carole Johnson



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
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).

- 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.
  - 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.
- 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.

- 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.
- Additional Work. Should the District desire that the Contractor provide C. 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.

- Payments by Contractor. Subject to the terms herein, Contractor will E. 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.
- 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.

#### 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:

<b>A.</b>	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.
	В.	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.
- 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.
- D. 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				
	Secretary	By:  □ Chairperson  □ Vice Chairperson				
WITNESS:		[CONTRACTOR]				
		By: Its:				
Exhibit A: Exhibit B: Exhibit C: Exhibit D:	Scope of Services Landscape Maintenance Map Fee Summary Form of Work Authorization					

### Exhibit D: Form of Work Authorization

# WORK AUTHORIZATION NUMBER \_\_\_\_\_ FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION ("Work Authoritation accordance with that certain Landscape and Irrigation "Agreement"), by and between:	zation"), dated, 202, authorizes certain Maintenance Agreement, effective, 2024 (the
WINDWARD COMMUNITY DEVELOPMENT DISTRI- established pursuant to Chapter 190, Florida Statutes and	, located in Osceola County, Florida (the District ),
", a Florida, ("Contractor").	with an address of
amendments and addenda thereto, Contractor shall provide ac	to the services described in the Agreement and any exhibits, dditional services, as set forth in ference, all in accordance with the terms of the Agreement at the terms of Exhibit A conflict with terms of this Work the Agreement shall control.
SECTION 2. COMPENSATION. As compensation and the Disappearement.  Contractor Dollars (\$	on for the Additional Services, the District agrees to pay  Ontractor shall invoice the District for strict shall pay Contractor in accordance with the terms of the
Additional Services as outlined above and is indicated by the	s Work Authorization authorizes Contractor to complete the signature of the authorized representative of the District and al Services upon the full execution of this Work Authorization and conditions of the Agreement, which, except to the extent hims in full force and effect.
IN WITNESS WHEREOF, the parties execute this agree	ment the day and year first written above.
ATTEST:	WINDWARD COMMUNITY DEVELOPMENT DISTRICT
By: □ Secretary □ Assistant Secretary	By:
	By: Its:

Exhibit A Proposal for Additional Services

VIII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT 4876-9932-0876.5

22

WAGJU1

2,000,000

100,000

DATE (MM/DD/YYYY)

### CERTIFICATE OF LIABILITY INSURANCE

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).

this certificate does not confer rights to the certificate h	CONTACT Judy Wagner, AAI, AU, AIS, PWCAM, CPIW							
PRODUCER Mulling Insurance Agency, Inc.	PHONE (863) 967-4454	FAX (A/C, No): (863) 967-7592						
P.O. Box 308	E-MAIL ADDRESS: judyw@mullinginsurance.com	E-MAIL SURPLINE STREET						
Auburndale, FL 33823	INSURER(S) AFFORDING COVERAGE	NAIC #						
	INSURER A: Twin City Fire Insurance Compa	ny 29459						
	INSURER B : The Hartford #916	01389						
INSURED Floralawn, Inc.& Floralawn 2	INSURER C : Hartford Casualty Ins Co							
& Woo Hoo Properties, LLC	INSURER D : AGCS Marine Insurance Co.	22837						
PO Box 91597 Lakeland, FL 33804-1597	INSURER E :							
Editorial 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	INSURER F :							

No. and	SVE 1111000-30	TIFICATE	NUMBED.			REVISION NUMBER:		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

21HHUSR2G4R

MZI93091427

CERTIFICATE HOLDER	CANCELLATION
CERTIFICATE HOLDER  Bid Purposes Only PO Box 91597 Lakeland, FL 33804	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)

X

UMBRELLA LIAB

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Leased/Rented Equip

DED X RETENTIONS

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

EXCESS LIAB

X OCCUR

CLAIMS-MADE

10,000

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EACH OCCURRENCE

STATUTE

E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE S E.L. DISEASE - POLICY LIMIT

AGGREGATE

9/19/2024

9/19/2024 Limit

9/19/2023

9/19/2023



#### 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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

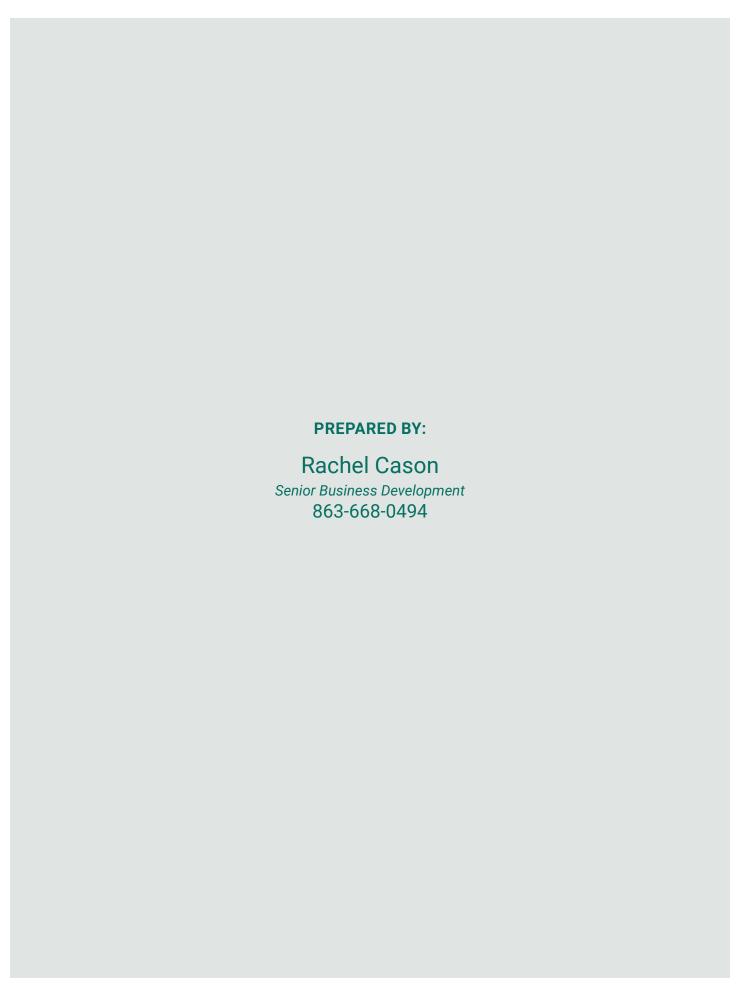
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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Thank You!



# **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.



P.O. Box 91597 Lakeland, FL 33804

863-668-0494 www.Floralawn.com

f facebook.com/Floralawn

# SECTION D



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, lan 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

lan 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:



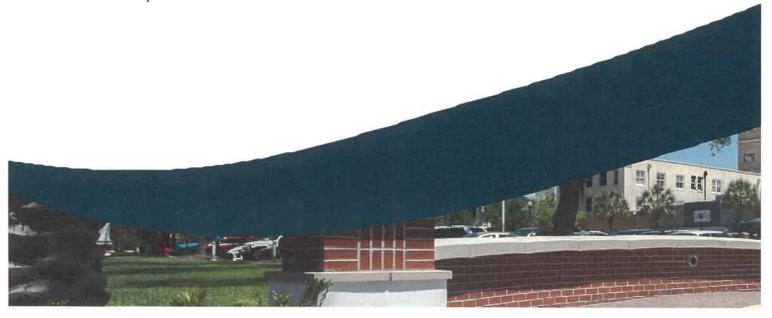
The Plant Enhancement Team makes sure that all aspects of the environment are included to make recommendations to the client to get the right plant in the right place while still providing the aesthetics that the client prefers. The long- term value of a landscape depends on how well it performs for 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.



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.



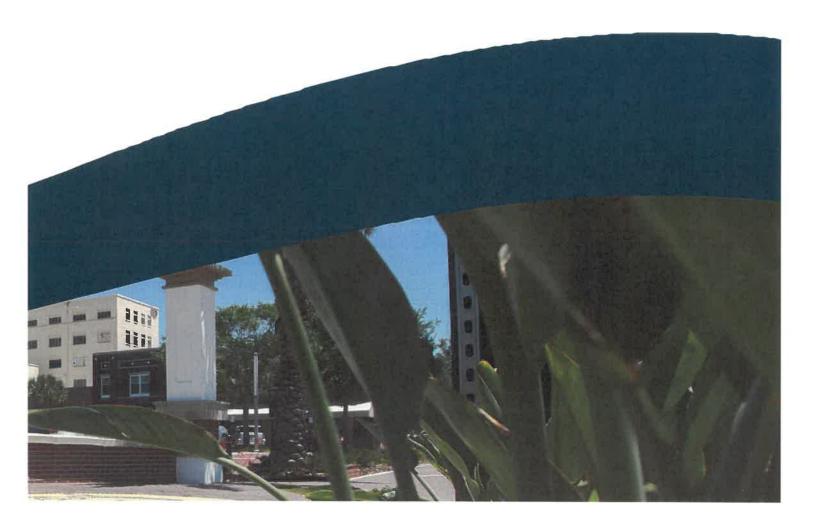


The Fertilization/ Pest Control Team is one of the key management practices in establishing and maintaining healthy, actively growing turf grass. The desires and budget of the individual owner/ HOA often dictate the level of fertility management. Integrated Pest Management (IPM) is part of each property 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.



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.

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I. PUBLIC NOTICE

### 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 <a href="mailto:csmith@gmscfl.com">csmith@gmscfl.com</a>. 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-tomonth 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.
- 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)					
who we capable equips project	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)					
projec etc.	This category addresses past & currets; volume of work previously awarde							
3.	Understanding Scope of RFP	(15 Points Possible)	( Points Awarded)					
as req clearly Does	This category addresses the follostanding of the District's needs for the uested by the District including price the ability to perform these services the proposal as a whole appear to be ctor use the forms provided from the	e services requested? Dring, scheduling, staffing? Were any suggestions to feasible, in light of the	Does it provide all information g, etc.? Does it demonstrate for "best practices" included? he scope of work? Did the					
4.	Financial Capacity	(5 Points Possible)	( Points Awarded)					
should	This category addresses whether the rees and stability as a business entity not include proof of ability to provide in d financial statements, or similar informations.	ecessary to implement ar surance coverage as req	nd execute the work. Proposer					
5.	Price	(25 Points Possible)	( Points Awarded)					
	A full twenty-five (25) points will tests 1 – 4 (the Contract Amount). AN CONSIDERED WHEN AWARDING F	AVERAGE OF ALL FI	VE YEARS PRICING IS TO					

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).  $(210,000/265,000) \times 25 = 19.81$ , 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).  $(210,000/425,000) \times 25 = 12.35$ , 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.

<u>Proposer's Total Score</u> (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.

### ARDING PROPOSAL

IV. <u>AFFIDAVIT REGARDING PROPOSAL</u>
COUNTY OF POLL
Before me, the undersigned authority, appeared the affiant, Livas 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 Periodent for Prince and Cont.

- 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 Hesidet for Prince and Sons, Inc. ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.
- 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.
- I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.
- 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.
- 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	

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 d	day of June	, 2024	•)
		Isu	
	Propose	77	
	Ву:	Lucas Mart	7m
<u> </u>	Title:\	lice Aesident	
STATE OF FLOUDA			
COUNTY OF POLK			
The foregoing instrument online notarization this 42 day who is	personally known as identification.  Notary P Print Nar Commiss	wn to me or C , and O did or O did n Cublic, State of Florida me: Any Lavon sion No.:	who has produced
		Notary Public Commission My Comm. E	AVON CARTER lic - State of Florida sion # HH 57319 expires Oct 26, 2024 lational 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, L	UCAS MARTIN REPRESEN	ITING Prince and Sons, Inc.
	any and/or Corporation ("Proposer"), specifications at the following prices:	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)	§ 236,844
	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
п.	Proposer Information	
NAME	E OF PROPOSER: PRINCE	E AND SONS, INC.
ADDR	RESS: 200 SOUTH F ST./ HA	INES CITY 33844
PHON	E: (863) 422-5207	FAX:
SIGNA	ATURE: Lucas Martin	
PRINT	TED NAME: LUCAS MARTI	N
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. LUCAS MARTIN Title VICE PRESIDENT 1st Contact Name **OPERATIONS** 2nd Contact Name JAMES SMITH Title 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

	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

P. O. Box (if any)		
City ORLANDO	StateFL	Zip Code <u>32824</u>
Telephone(863) 4	22-5207 Fax no	
1st Contact Name	LUCAS MARTIN	Title VICE PRESIDENT
2nd Contact Name	JAMES SMITH	Title OPERATIONS MANAGE
Proposed Staffing Lo following:	evels - Landscape and irrigation m	aintenance staff will include the
1	Supervisors, who will be onsite	
<u>1</u> 5	Technical personnel, who will b Laborers, who will be onsite 2	
5 Officers and Superv this Part regarding t for any individuals l Technical Personnel	Laborers, who will be onsite 2 isory Personnel – Please complete the Proposer's Officers and Superv isted.  l – Does the Proposer currently en	days per week.  the pages that follow at the end of isory Personnel, and attach resumes aploy any other technical personnel
5 Officers and Superv this Part regarding t for any individuals l Technical Personnel who have expertis horticulture, or othe	Laborers, who will be onsite 2 isory Personnel – Please complete the Proposer's Officers and Superv listed.  l – Does the Proposer currently en e in pesticide application, here	days per week.  the pages that follow at the end of isory Personnel, and attach resumes  ploy any other technical personnel bicide application, arboriculture,  X No If yes, please provide
5 Officers and Superv this Part regarding t for any individuals l Technical Personnel who have expertis horticulture, or othe the following inform	Laborers, who will be onsite 2 isory Personnel – Please complete the Proposer's Officers and Superv isted.  l – Does the Proposer currently en e in pesticide application, here or relevant fields of expertise? Yes	days per week.  the pages that follow at the end of isory Personnel, and attach resumes  ploy any other technical personnel bicide application, arboriculture,  X No If yes, please provide
Officers and Superv this Part regarding to for any individuals leading the Technical Personner who have expertise horticulture, or othe the following inform Name: ANTHON	Laborers, who will be onsite 2 isory Personnel – Please complete the Proposer's Officers and Superv listed.  l – Does the Proposer currently en te in pesticide application, here ter relevant fields of expertise? Yes teation for each person (attach additation)	days per week.  the pages that follow at the end of isory Personnel, and attach resumes aploy any other technical personnel bicide application, arboriculture,  X No If yes, please provide tional sheets if necessary):
Officers and Supervethis Part regarding to for any individuals of the Individuals of the Individuals of the Individuals of the following inform the Individuals of th	Laborers, who will be onsite 2 isory Personnel – Please complete the Proposer's Officers and Superv listed.  l – Does the Proposer currently en the in pesticide application, here the relevant fields of expertise? Yes that in for each person (attach addition)  NY SANDRETTO  ons: FERT/ PEST MANAGER- AGRONOMY/ CHEMICA	days per week.  the pages that follow at the end of isory Personnel, and attach resumes aploy any other technical personnel bicide application, arboriculture,  X No If yes, please provide tional sheets if necessary):  CPCO  AL & FERTILIZATION
Officers and Superv this Part regarding to for any individuals leading the Technical Personner who have expertise horticulture, or othe the following inform Name: ANTHON Position / Certification Duties / Responsibiles	Laborers, who will be onsite 2  isory Personnel – Please complete the Proposer's Officers and Superv listed.  l – Does the Proposer currently en e in pesticide application, here er relevant fields of expertise? Yes nation for each person (attach addi NY SANDRETTO  ons: FERT/ PEST MANAGER- AGRONOMY/ CHEMIC ities: APPLICATION S	days per week.  the pages that follow at the end of isory Personnel, and attach resumes aploy any other technical personnel bicide application, arboriculture,  X No If yes, please provide tional sheets if necessary):  CPCO  AL & FERTILIZATION
Officers and Superv this Part regarding to for any individuals late of the Individuals late of the following inform tion in the following inform	Laborers, who will be onsite 2  isory Personnel – Please complete the Proposer's Officers and Superv listed.  l – Does the Proposer currently en e in pesticide application, here er relevant fields of expertise? Yes nation for each person (attach addi NY SANDRETTO  ons: FERT/ PEST MANAGER- AGRONOMY/ CHEMIC ities: APPLICATION S	days per week.  the pages that follow at the end of isory Personnel, and attach resumes  aploy any other technical personnel bicide application, arboriculture,  X No If yes, please provide tional sheets if necessary):  CPCO AL & FERTILIZATION SCHEDULING

Duties / Responsibilities		
Dollar Amount of Contra	act: \$500,000/ Year	
Proposer's Scope of Ser	vices for Project:	
Full Service- Mainter	nance, Agronomy, Irriga	ation, Tree Work, Enhancements
Dates Serviced: 3 Year	rs	
the work? Yes No _ information (attach addi	¥ For each subcontre tional sheets if necessa	use any subcontractors in connection water actor, please provide the following ary):
Street Address		
P. O. Box (if any)		
City	State	Zip Code
Telephone	Fa	x no
1st Contact Name		Title
2nd Contact Name		Title
Proposed Duties / Respo	onsibilities:	
Please describe the subco	ontractor's role in othe	r projects on behalf of the Proposer:
Project Name/Location:		
Contact:	Contact Phone:	
Dollar Amount of Contra	act:	
Proposer's Scope of Serv	vices for Project:	

• 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**

アンして しひむり:	DBOBOSEB.	
	H AZJ	

DATE: 6/1/2024

			FOR PARENT COMPANY (if applicable)		JAMES SMITH OPERATION	LUCAS MARTIN VICE F	IAN PRINCE OWNER,	PO NAME OF	Provide the following information for key officers of the Proposer and parent company, if any
					OPERATIONS MANAGER	VICE PRESIDENT	OWNER/ PRESIDENT	POSITION OR TITLE	er and parent con
					OPERATIONS	LANDSCAPE MAINTENANCE DIVISION	FINANCING/ MANAGEMENT	RESPONSIBILITIES	pany, if any.
					AUBURNDALE	LAKELAND	WINTER HAVEN	INDIVIDUAL'S RESIDENCE CITY, STATE	

# V. PROPOSAL FORMS 4876-9932-0876.5

# SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: PRINCE AND SONS

		 	T			ī	7	1
			Brian Huseman	Anthony Sandretto	Santos Pantoja	James Smith	Lucas Martin	INDIVIDUAL'S NAME
			Irrigation Manager	Fert & Pest Manager	Account Manager	Operations Manager	Vice President	PRESENT TITLE
			Monthly Irrigation Inspection	Agronomy	Managing Crew on Site	Field Operations	Landscape Maintenance Division	JOB RESPONSIBILITIES
			Haines City	Haines City	Orlando	Orlando	Haines City	OFFICE LOCATION
			3 days per month	1 day per week	2 days per week	1/2 day per week	1/2 day per week	% OF TIME TO BE DEDICATED TO THIS PROJECT /# OF DAYS ON-SITE PER WEEK
			2	4	ယ	4.	Çs	YEARS OF EXPERIENCE IN PRESENT POSITION
			25	12	15	17	20	TOTAL YEARS OF RELATED EXPERIENCE

# V. PROPOSAL FORMS 4876-9932-0876.5

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

PROPOSER:	PRINCE AND SONS	D	DATE: 6/1/2024
QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
	List Attached		
1			

# LAWN MAINTENANCE FLEET LIST

		I ELLI LIGI	
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 SPRAYTRUCK	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 ISUZUSPRAY	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
			<u> </u>

		MOWERS	
SUPER S FX 850 60"	2019	20064083	FX850-60"
SUPERZHD 72" BS	2019	20032938	VANGUARD 36H
SUPER ZHD 72" BS	2019	20033292	VANGUARD 36H
HUSTLER-SUPERS MOWER	2019	21032987	FX850-60"
HUSTLER-SUPERS MOWER	2019	21032988	FX850-60"
SUPER 104" HUSTLER	2021	21043682	HST939470
SUPER 104" HÜSTLER	2021	21041184	HST939470
WITH QWIK CHUTE	2021	21070731	FX850/60"

HUSTLER-SUPER S MOWER WITH QWIK CHUTE	2021	21070732	FX850/60"
WITH QWIK CHUTE	2021	21084963	FX850V/52
QWIK CHUTE SUPERS FX85UV/52 WITH	2021	21100013	FX850/60"
QWIK CHUTE	2021	21091848	FX850V/52
QWIK CHUTE	2021	21100014	FX850/60"
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
SUPERS FT691 52"	2022	22044486	HST942292
SUPERS FT691 52"	2022	22042578	HST942292
SUPER S FX600V/36"	2022	22051740	HST940288
QWIK CHUTE	2022	22052522	HST940304
QWIK CHUTE	2022	22061601	HST940304
QWIK CHUTE	2022	22053348	HST940304
QWIK CHUTE	2022	22061295	HST940304
QWIK CHUTE	2022	22061296	HST940304
QWIK CHUTE	2022	22061604	HST940304
QWIK CHUTE	2022	22061600	HST940304
QWIK CHUTE	2022	22056448	HST940304
QWIK CHUTE	2022	22065037	HST940288
QWIK CHUTE SUPERS FX60007/36 WITH	2022	22126019	HST940288
QWIK CHUTE	2022	22126020	HST940288
QWIK CHUTE	2022	22075341	HST940296
WITH QWIK CHUTE	2023	23010015	HST943134
WITH QWIK CHUTE	2023	23013057	HST943134

2023	23021620	HST943019
2023	23022660	HST943167
2023	23021621	HST943019
2023	23015931	HST943167
2023	23022661	HST943167
2023	23022302	HST943167
2023	23022662	HST943167
2023	23015933	HST943167
2012	1TC8800XECT050212	
2023	23025014	HST942888
2023	23035374	HST943167
2023	23035051	HST943167
2023	23031747	HST943167
2023	23054341	HST943175
2023	23090436	HST943019
2023	23090007	HST940288
2023	23091002	HST943167
2023	23091003	HST943167
2023	23091004	HST943167
2023	23091006	HST943167
2023	23091005	HST943167
2024	23090434	HST943019
2024	23090439	HST943019
	2023 2023 2023 2023 2023 2023 2012 2023 2023	2023       23022660         2023       23021621         2023       23015931         2023       23022661         2023       23022302         2023       23022662         2023       23015933         2012       1TC8800XECT050212         2023       23025014         2023       23035374         2023       23035051         2023       23054341         2023       23090436         2023       23091002         2023       23091002         2023       23091003         2023       23091006         2023       23091005         2024       23090434

# PROPOSAL FORM PART III – EXPERIENCE

Y Ij	Has the Proposer performed work for a community development district previously? Yes $\underline{\mathbf{x}}$ No $\underline{}$ No $\underline{}$ where $\underline{\mathbf{x}}$ is a community development district previously? We say that $\underline{\mathbf{x}}$ is a community development district previously? We can also show that $\underline{\mathbf{x}}$ is a community development $\underline{\mathbf{x}}$ and $\underline{\mathbf{x}}$ is a community development $\underline{\mathbf{x}}$ and $\underline{\mathbf{x}}$ is a community development $\underline{\mathbf{x}}$ and $\underline{\mathbf{x}}$ is a community development district $\underline{\mathbf{x}}$ and $\underline{\mathbf{x}}$ is a community development $\underline{\mathbf{x}}$ is a community development $\underline{\mathbf{x}}$ and $\underline{\mathbf{x}$ is a community development $\underline{\mathbf{x}}$ is a community development $\underline{\mathbf{x}}$ and $\underline{\mathbf{x}}$ is a community development $\underline{\mathbf{x}}$ is a community development $\underline{\mathbf{x}}$ and $\underline{\mathbf{x}}$ is a community development $\underline{\mathbf{x}}$ is a community development $\underline{\mathbf{x}}$ is a
P	Project Name/Location:Astonia CDD
C	Contact: Allen Bailey / GMS Contact Phone: (407) 460-4424
P	Project Type/Description: CDD
Γ	Pollar Amount of Contract: \$200,000/ Year
S	Scope of Services for Project: Full Service CDD
Γ	Dates Serviced:3 Years
	ist the Proposer's total annual dollar value of landscape and irrigation services work completor each of the last three (3) years:
2	023 = \$28,000,000
2	022 = \$18,000,000
2	021 = \$9,000,000
U	Please provide the following information for each project that is similar to this project, current Indertaken, or undertaken in the past five years. The projects must include irrigat Inaintenance as well. Attach additional sheets if necessary.
P	Project Name/Location: VillaMar CDD
C	Contact: Marshall Tindall/ GMS Contact Phone: (407) 841-5524
P	Project Type/Description: Full service CDD
Γ	Pollar Amount of Contract: \$150,000/ year
F	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 ontrol, 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

s this a current contr	ract? Yes x No
Ouration of contract:	3 Years
Information regardi	ng similar projects — continued)
roject Name/Location	on: Lakes of Laurel Highlands
Contact: Chris Lee	Contact Phone: (407) 572-3081
roject Type/Descrip	tion: HOA Common Area Maintenance
Oollar Amount of Co	ontract: \$250,000/ year
low was the project	similar to this project? High end community with demanding residents
	, thatch removal, irrigation, etc.):
ist of equipment use	ed on site: _Various mower types, hand held equipment, spreaders, irrigation
ist of subcontractor	s used: None

	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
I	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
I	List of equipment used on site: Mowers, hand held equipment, spreaders, irrigation equipment
I	List of equipment used on site: Mowers, hand held equipment, spreaders, irrigation equipment
	int of continuous and a large state of the continuous and the continuo
	List of equipment used on site: Mowers, hand held equipment, spreaders, irrigation equipment  List of subcontractors used: None
	int of continuous and a large state of the continuous and the continuo
I	int of continuous and a large state of the continuous and the continuo
I	List of subcontractors used: None
IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	List of subcontractors used:None  s this a current contract? YesX No  Duration of contract:3 Years  Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, upervisor, etc.), been terminated from any landscape or irrigation installation or maintenant.
I I I I I I I I I I I I I I I I I I I	List of subcontractors used: None  Solution of contract? Yes X No  Duration of contract: 3 Years  Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, upervisor, etc.), been terminated from any landscape or irrigation installation or maintenant contract within the past 5 years? Yes X No For each such incident, please provi

Dates Serviced:	2023-2024	
Reason for Term	ination: Transition from developer control to homeowner control.	
They changed the scope and changed to a much cheaper company.		
	r been cited by OSHA for any job site or company office/shop safety violativers? Yes No $\underline{\mathbf{x}}$	
If yes, please des	cribe each violation, fine, and resolution	
Has the Proposer	oser's current worker compensation rating?Experience MOD rate of 0.78 experienced any worker injuries resulting in a worker losing more than tends as a result of the injury in the past five years? Yes _X_ No	
	cribe each incidentFell off ladder and hurt back	
from proposing of Yes No _X_	ther or not the Proposer or any of its affiliates are presently barred or suspen or contracting on any state, local, or federal contracts? If yes, please provide:	
The state(s) when	re barred or suspended	
ine state(s) when	debarment or suspension	

penalties, licensi its principals, or	governmental enforcement actions (e.g., any action taken to impose fines are issues, permit violations, consent orders, etc.) taken against the Proposer relating to the work of the Proposer or its principals, in the last five (5) year the nature of the action, the Proposer's role in the action, and the status and action.
None	
five (5) years. $P$	litigation to which the Proposer or its principals have been a party in the l lease describe the nature of the litigation, the Proposer's role in the litigati ad/or resolution of the litigation.
None	
officers or princt or involuntary, w	er or any of its affiliates (parents or subsidiaries), or any of the Propose ipal members, shareholders or investors filed for bankruptcy, either volunt within the past 10 years? Yes (_) No ( $\underline{\mathbf{x}}$ ) If yes, provide the following:
Describe the Nat	ture of the Action:
Describe the Pro	poser's Role in the Action and Describe the Status and/or Resolution:
officers or princi	er or any of its affiliates (parents or subsidiaries), or any of the Propose ipal members, shareholders or investors executed an assignment for the ben in the past 10 years? Yes (_) No (X) If yes, please explain:

officers o obligation	Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer principal members, shareholders or investors defaulted on a loan or other finance (e.g., failing to pay subcontractors or materialmen) within the past 10 years? 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 Contact: Lucas Martin

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

Property: WINDWARD CDD

Contact:

Email:	Email: Imartn@prinosandsonsine.com	sonsinc.com								Email:			
	JAN	FEB	MAR	APRIL	MAY	NUL	JUL	AUG	SEP	TOO	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D													
(Compnent A) -	8,928	5,952	5,952	14,880	11,904	11,904	14,880	11,904	14,880	11,904	5,952	5,952	Satstalle
Mowing/Detailing													
TURFCARE													
(Component B)		2,310		2,310		2,310		2,310		2,310		2,310	Hank
Bahia/St Au ustine/Zo sia													
TREE/SHRUB CARE Includes OTC													
(Component C)			2,598			2,598			2,598			2,598	groups
Tree/Shrub Fert/OTC/Drenching													
IRRIGATION MAINT.													
(Component D)	006	900	006	006	006	006	006	006	006	006	006	006	

	The second second
Mowing/Detailing/Irrigation/Fert and Pest	

17,100

17,100

Mulch Yds 300 16,500

Per Yard Pricing: \$55

PALM TRIMMING 2x Per Year Component E.3) Per Palm Price:\$45

BED DRESSING - Estimate mulch yds

Component E.2)

ANNUAL CHANGES

Component E.1)

Mulch Yds 300 16,500

2,400

2,400

2,400

2,400

	THE PERSON NAMED IN
Changes, Palm Pruning, Mulch	

TOTAL

# 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 Proposal Form (including Parts I through IV) 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:  By: Lucas Machin  Title: Vice Picsident
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or noline notarization this day of , 2024, by Lucas Marin of personally known to me or who has produced as identification, and not did or did not take the oath.
Notes Public, State of Florida Print Name: Any Count Courte Commission No.: ## 57319 My Commission Expires: October 24, 2024
AMY LAVON CARTER Notary Public - State of Florida Commission # HH 57319 My Comm. Expires Oct 26, 2024 Bonded through National Notary Assn.

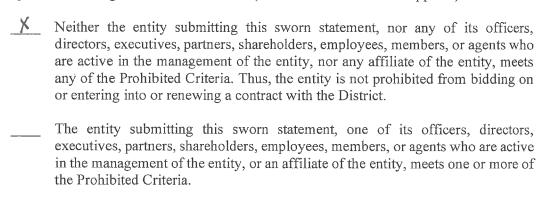
# VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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 ma that:	ke this affidavit on behalf of my firm and its owner, directors, and officers. I state

# 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.)



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

WINDWARD C	OMMUNITY DEVELOPME	NT DISTRICT	a local unit	of special-
	ment established pursuant			
	ounty, Florida, whose i			
-	ervices – Central Florida, L	LC, 219 East L	ivingston Stree	et, Orlando,
Florida 32801 (	the "District"), and			
`	<i>"</i>			

### 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.
- 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.
- 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.
- 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.

- Payments by Contractor. Subject to the terms herein, Contractor will E. 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.
- 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:

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.
В.	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

A.

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 Statutes*. 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: □ Chairperson □ Vice Chairperson
WITNESS:		[CONTRACTOR]
By:		By: Its:
Exhibit A: Exhibit B: Exhibit C: Exhibit D:	Scope of Services Landscape Maintenance Map Fee Summary 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 moved or string trimmed to the natural water's edge during every other moving 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.

# <u>Schedule</u>

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.

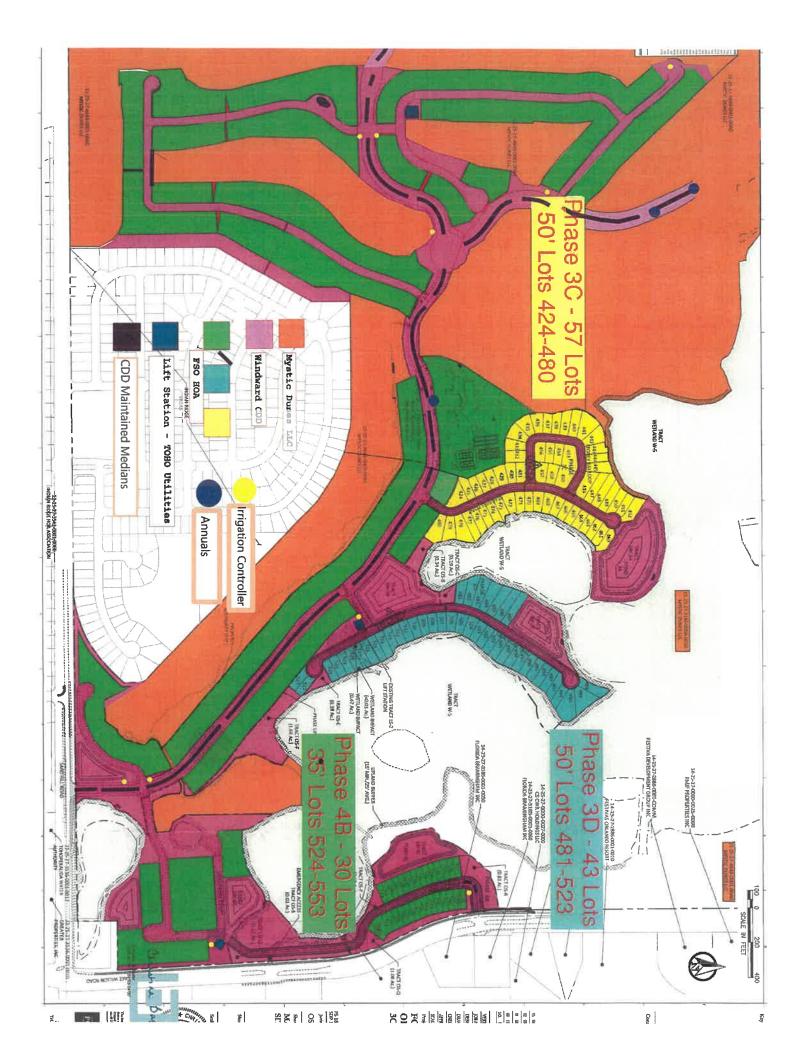
Trimming shall include removal of all dead fronds, loose boots and seed stalks.

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



#### Exhibit C: Fee Summary

#### Exhibit D: Form of Work Authorization

#### WORK AUTHORIZATION NUMBER \_\_\_\_\_\_ FOR ADDITIONAL SERVICES

THIS WORK AUTHORIZATION ("Work Author work in accordance with that certain <i>Landscape and Irrigatio</i> "Agreement"), by and between:	rization"), dated,202, authorizes certain in Maintenance Agreement, effective, 2024 (the
established pursuant to Chapter 190, Florida Statute. and	CICT, a local unit of special-purpose government s, located in Osceola County, Florida (the "District"),
a Florida	, with an address of
("Contractor").	
amendments and addenda thereto, Contractor shall provide a the attached Exhibit A, which is incorporated herein by re	eference, all in accordance with the terms of the Agreement at the terms of Exhibit A conflict with terms of this Work
Contractor Dollars (\$	ion for the Additional Services, the District agrees to pay
Additional Services as outlined above and is indicated by the Contractor. Contractor shall commence the aforesaid Addition	is Work Authorization authorizes Contractor to complete the estignature of the authorized representative of the District and hal Services upon the full execution of this Work Authorization and conditions of the Agreement, which, except to the extent ains in full force and effect.
IN WITNESS WHEREOF, the parties execute this agree	ement the day and year first written above.
ATTEST:	WINDWARD COMMUNITY DEVELOPMENT DISTRICT
By: Secretary ☐ Assistant Secretary	By: □ Chairperson □ Vice Chairperson
	[CONTRACTOR]
	By:
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

Email: martn@princeandsonsinc.com Contact: Lucas Martin

Property: WINDWARD CDD

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

Phone:

Contact:

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	JAN	FEB	MAR	APRIL	MAY	NOC	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D	8.928	5.952	5.952	14.880	11.904	11.904	14.880	11.904	14.880	11.904	5.952	5.952	000000
(Compnent A) - Mowing/Detailing													
TURF CARE													ľ
(Component B)		2,310		2,310		2,310		2,310		2,310		2,310	Salation
Bahia/St Au ustine/Zoysia													
TREE/SHRUB CARE Includes OTC													
(Component C)			2,598			2,598			2,598			2,598	**************************************
Trea/Shrub Fert/OTC/Drenching													
RRIGATION MAINT.													H
(Component D)	006	006	006	900	006	006	006	900	906	006	900	900	1
ANNUAL CHANGES													
(Component E.1)	2,400			2,400			2,400			2,400			
Per Annual Pricing \$2	1,200			1,200			1,200			1,200			
BED DRESSING - Estimate mulch yds													
(Component E.2)					16,500						16,500		(Appendix
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	Maradi
Palm counts: 380													
	-			The same of the sa									
							1			THE PARTY			Name and Address of the Party o

	on/Fert and Pest
sential Services	wing/Detailing/Irrigation/Fe

Annual Changes, Palm Pruning, Mulch Extra Services

TOTAL



#### IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF	-6
COUNTY OF	Polk

Before me, the undersigned authority, appeared the affiant, was Malho, 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 Period for Proposer. for 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 June 7, 2024
Addendum No	dated
Addendum No	_dated
Addendum No	dated

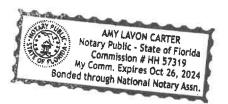
6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this 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 ofJune	, 2024.		
	Proposer: By: Title: <b>V</b>	Prince and	Sons, Inc/Lucas	Malti
STATE OF FLORIDA COUNTY OF POLY	ŧ		-	
The foregoing instru online notarization this 104 Peirce of Sustance, who	ment was acknowledged before day of June is personally known as identification, as	e me by means of p , 2024, by n to me or nd did or did not t	whysical presence or   CAS MAUTO of  Who has produced  ake the oath.	
	Print Name Commission	Alic, State of Florida  : Any Lavon Con No.: October  ission Expires: ##	26,2024	



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

A4: Yes.

- Q5: <u>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.</u>
  - 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: <u>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?</u>

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 vards.

- 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: <u>Scope of Services.Clarification.5: How many bags are required to be stocked per dog</u> 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: <u>Scope of Services.Clarification.5</u>: 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: <u>Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.</u>
- A14: This is defined in the Staffing section under General Services- Component "A" of the scope.
- Q15: <u>Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated?</u> 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: <u>Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".</u>
- 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: <u>Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.</u>
- 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: <u>Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal</u> 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 Zovsia 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: <u>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?</u>
- 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: <u>Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.</u>
  - 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: <u>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?</u>
- 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

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

NAME OF FIRM:

SIGNATURE.

DATE:

### **SECTION III**

### SECTION A



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

COUNTY OF LANCE				
Before me, the undersigned authority, appeared the affiant. L. Norman, 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 for for for for for for for for for				
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.				
<ol> <li>I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.</li> </ol>				
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 Volue 7 2024				
Addendum Nodated				
Addendum Nodated				
Addendum Nodated				
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.
STATE OF	Proposer: Help . Hand land Care Lee  By: Title: Proposers
who is D p	knowledged before me by means of physical presence or
Core Congress of State Congres	Notary Public, State of Florida Print Name: Commission No.:



#### 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	REPRES	ENTING Helping Hand Lawn Care, LLO	2
	npany and/or Corporation be/specifications at the fo	ı ("Proposer	"), agree to furnish the services required in	
I.	Contract Proposal A (Please provide an av all five years of prici	erage of	\$_541,600.00	
	Annual Total, Year	1:	<u>\$</u> 541,600.00	
	Annual Total, Year	2:	<u>\$541,600.00</u>	
	Annual Total, Year	3:	<u>\$</u> 541,600.00	
	Annual Total, Year	4:	\$ 541,600.00	
Annual Total, Year 5:		5:	§ 541,60.00	
II.	Proposer Informati	o <b>n</b>		
NA	ME OF PROPOSER:	Helping H	land Lawn Care, LLC	
AD	DRESS: 5960 West J	ones Ave Ze	eliwood FI 32798	
PHO	ONE: 407-221-059	3	FAX:	
SIG	NATURE: CM	r		
PRI	NTED NAME: E. Nom	an Ripper		
TIT	LE: President			
DA	TE: 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. E. Norman Ripper Title President 1st Contact Name Reginald Pinard Title V/P Operations 2nd Contact Name 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 wi authorized to do business in	th the State of Florida, Division of Corporations and Florida? Yes X No
	If no, please explain	
	-	
•	What are the Proposer's cur	rent insurance limits?
	General Liability Automobile Liability Workers Compensation Expiration Date	\$ 5,000,000 \$ 5,000,000 \$ 5,000,000 07/13/2024
	Licensure – Please list all a licenses are presently in good	applicable state and federal licenses, and state whether such d standing:
	Pest Control Operators License -	n good standing
	Master Arborist License - In good	standing
	Irrigation Certification - In good sta	anding
	MOT Certification - In good standi	ng
	Aquatics License - In good standing	ng
	Fertilization License - In good star	nding
	14. The second s	

#### 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) State Florida Zip Code 32798 City Zellwood Telephone 407-221-0593 Fax no. E. Norman Ripper Title President 1st Contact Name Reginald Pinard \_\_\_\_\_\_Title V/P Operations 2nd Contact Name 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: 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:			
Proposer's Scope of Serv	ices for Project:		
d <del>-</del>			
( <del></del>			
Q			
Dates Serviced:			
the work? Yes No _^information (attach addit	For each subcontrollinal sheets if necessor		
Subcontractor Name			
Street Address			
P. O. Box (if any)			
City	State	Zip Code	
Telephone	Fa	ax no	
1st Contact Name		Title	
2nd Contact Name		Title	
Proposed Duties / Respon	nsibilities:		
		er projects on behalf of the Proposer:	
Project Name/Location:_			
Contact:	Contact Phone:		
Project Type/Description	•		
Dollar Amount of Contra	ict:		
Proposer's Scope of Serv	rices 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**

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DATE: 03/12/2024

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

			FOR PARENT COMPANY (if applicable)	Kiara Rivera Branch Manager	Bill Black Fleet & S	Joxuan Burgos Enhance	Maria Jimenez HR Manager	Reginald Pinard Operatio	E. Norman Ripper President	NAME PC
				lanager	Safety Manager	Enhancements Manager	ger .	Operations Manager	nt .	POSITION OR TITLE
				Orlando Branch	Fleet & Safety Manager Safety Training & Equipment Deltona, Florida	Managing all Landscaping	Day to day people Management Orlando, Florida	Day to day Management	Vision	RESPONSIBILITIES
				Paisley, FLorida	Deltona, Florida	Paisley, Florida	Orlando, Florida	Tavares, Florida	Clermont Florida	INDIVIDUAL'S RESIDENCE CITY, STATE

# V. PROPOSAL FORMS 4876-9932-0876.5

# WHO WILL BE INVOLVED WITH THE WORK SUPERVISORY PERSONNEL

DATE: 03/15/2024

PROPOSER: Helping Hand Lawn Care, LLC

	Brende	Kenny	Emman	Jose Hilerio	Chama	Reginal	
	Brenden Shelkey	Kenny Echeverry	Emmanuel Ayala	ilerio	Chamaine Lima	Reginald Pinard	INDIVIDUAL'S NAME
	Lead Irrigation Tech	Tree Crew Manager	Mow Crew Leader	Detail Crew Leader	Maintenance Manager	Operations Manager	PRESENT TITLE
	Irrigation reports and repairs	running bucket truck for trimming operations	running mow crew	Detail work	Monitoring, training, inspecting and helping crew leaders	Overall Management	JOB RESPONSIBILITIES
	Zellwood	Zellwood	Zellwood	Zellwood	Zellwood	Zellwood	OFFICE LOCATION
	Please see attached break	Please see attached break down	Please see attached break down	Please see attached break down	Please see attached break	Please see attached break down	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK
	2 years	7 years	3 years	14 years	2 years	10 years	YEARS OF EXPERIENCE IN PRESENT POSITION
	5 years	9 years	3 years	20 years	4 years	16 years	TOTAL YEARS OF RELATED EXPERIENCE

## V. PROPOSAL FORMS 4876-9932-0876.5

# 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/Zeliwood
<b>o</b>	John Deere Gators	16 mowing crews	Orlando/Zellwood
>	John Deere Loader with attachments	16 mowing crews	Orlando/Zellwood
2	John Deere Tractors	16 mowing crews	Orlando/Zellwood
	Z Spray	16 mowing crews	Orlando/Zellwood

10

#### PROPOSAL FORM PART III - EXPERIENCE

Has the Proposer performed work for a community development district previously?	
Yes $\underline{\hspace{0.5cm}}$ No $\underline{\hspace{0.5cm}}$ If yes, please provide the following information for each project (attach additional shee	ets if
necessary): But we do work fo the I-Drive Improvement District.	5
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:	
List the Proposer's total annual dollar value of landscape and irrigation services work compl for each of the last three (3) years:	leted
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, curre undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.	
Project Name/Location:	
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.):	

List of equipment used on site: chainsaws, pole saws, bucket truck, 2 crew tr	3 60 inch ZTR Mowers, 1 tractor, 2 gators, 3 weedeaters, 3 edgers, 4 hedge trimmers, rucks, 1 manager truck, 1 irrigation truck, 1 fert/pest van, and one push mower for small area
List of subcontractors used: These are all minority vendors required by cont	
Is this a current contract? Yes	xNos
(Information regarding similar	
Project Name/Location:	eTail Community Association.  978-360-4278  Contact Phone:
Project Type/Description:	
Dollar Amount of Contract:	
How was the project similar to	this project? It is a very high detail property that has hundreds of residents.
Vous Commonvia Datailed Sec	ma of Compined for Dunion (i.e. fortilization, manying most
	pe of Services for Project (i.e. fertilization, mowing, pest emoval, irrigation, etc.):
List of equipment used on site:	2 ztr mowers, 3 weedeaters, 3 edgers, 3 blowers, 2 hedge trimmers, 1 crew truck,

List of subcontractors used:None
Is this a current contract? Yes X No  Duration of contract: 3 years
(Information regarding similar projects – continued)
Tandanad Bhall and an a Maint
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, pestontrol, 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
s this a current contract? Yes X No

	(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.
Li	
	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, supervisor, etc.), been terminated from any landscape or irrigation installation or maintenar contract within the past 5 years? Yes No $\times$ For each such incident, please provite following information (attach additional sheets as needed):
	the journing injormation (and in additional sheets as nectical).
	Project Name/Location: Contact Phone:
	Project Name/Location:

_	
_	
Da	ates Serviced:
Re	eason for Termination:
	as the Proposer been cited by OSHA for any job site or company office/shop safety violat the past five years? Yes No _x_
If	yes, please describe each violation, fine, and resolution Mowing, trimming, edging, blowing,
fei	tilization & pest control, mulching and palm tree trimming.
W	hat is the Proposer's current worker compensation rating?86
	as the Proposer experienced any worker injuries resulting in a worker losing more than ter 0) working days as a result of the injury in the past five years? Yes No _X_
lf	yes, please describe each incident
fro Yo	ease state whether or not the Proposer or any of its affiliates are presently barred or susper om proposing or contracting on any state, local, or federal contracts? es No _x_ If yes, please provide:
Th	ne names of the entities
Γŀ	ne state(s) where barred or suspended
Τh	ne period(s) of debarment or suspension
ΑI	so, please explain the basis for any bar or suspension:

Non	
NON	).
ive (	ny and all litigation to which the Proposer or its principals have been a party in the symmetry in the symmetry in the symmetry in the symmetry in the litigation, the Proposer's role in the litigation and symmetry in the litigation.
Non	<b>)</b> .
office	he Proposer or any of its affiliates (parents or subsidiaries), or any of the Propors or principal members, shareholders or investors filed for bankruptcy, either volution oluntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:
office or in	rs or principal members, shareholders or investors filed for bankruptcy, either volu
office or in Ident	rs or principal members, shareholders or investors filed for bankruptcy, either voluion oluntary, within the past 10 years? Yes (_) No (\(\mathbb{X}\)) If yes, provide the following:
office or in Ident	rs or principal members, shareholders or investors filed for bankruptcy, either volunt oluntary, within the past 10 years? Yes (_) No (\(\frac{\mathbf{X}}{\mathbf{X}}\)) If yes, provide the following: fy the Case # and Tribunal:
office or in (dent	rs or principal members, shareholders or investors filed for bankruptcy, either volunt oluntary, within the past 10 years? Yes (_) No (\(\frac{\mathbf{X}}{\mathbf{X}}\)) If yes, provide the following: fy the Case # and Tribunal:
office or in (dent	rs or principal members, shareholders or investors filed for bankruptcy, either volunt oluntary, within the past 10 years? Yes (_) No (\(\frac{\mathbf{X}}{\mathbf{X}}\)) If yes, provide the following: fy the Case # and Tribunal:
office or invident Ident	rs or principal members, shareholders or investors filed for bankruptcy, either volunt oluntary, within the past 10 years? Yes (_) No (\(\frac{\mathbf{X}}{\mathbf{X}}\)) If yes, provide the following: fy the Case # and Tribunal:
office or invident Ident	rs or principal members, shareholders or investors filed for bankruptcy, either volunt oluntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:  fy the Case # and Tribunal:  ibe the Nature of the Action:

officers or obligation	roposer or any of its affiliates (parents or subsidiaries), or any of the Propo principal members, shareholders or investors defaulted on a loan or other find (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yours, please explain:

#### PROPOSAL FORM SIGNATURE PAGE

to sign this Proposal Form (	te laws of the State of Florida. I represent that I have authority including Parts I through IV) on behalf of ("Proposer") and declare that I have read the foregoing IV) and that all of the questions are fully and completely ded is true and correct.
Dated this day of	, 2024.
STATE OF COUNTY OF	Proposer: John Hand Love Care LLG.  By: Title:
presence or $\cup$ online notarization this da	to (or affirmed) and subscribed before me by means of physical by of

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

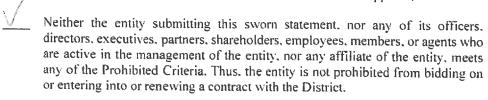
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer:	1-	B. NA	GAR H	Lawn	Carc	44	(
		7					

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.)



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.
- 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**

- 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.
- 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 VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING 2

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.

### **Department of Agriculture and Consumer Services**

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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

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1733 BENBOW CT APOPKA, FL 32703

HELPING HAND LAWN CARE PO BOX 1704

Lawn and Ornamental

SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

### 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



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BUREAU OF LICENSING & ENFORCEMENT 3125 CONNER BLVD, BLDG, 8 TALLAHASSEE, FLORIDA 32399-1650

### A STATE A STAT STATE OF FLORIDA **Department of Agriculture and Consumer Services** BUREAU OF LICENSING AND ENFORCEMENT

Date

File No. JE346805 **Expires** 

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November 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: November 30, 2024

December 28, 2023

HELPING HAND LAWN CARE

APOPKA, FL 32703

BRENDEN SHELKEY HELPING HAND LAWN CARE PO BOX 1704

SORRENTO, FL 32776



WILTON SIMPSON, COMMISSIONER

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

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### Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT

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December 28, 2023

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HELPING HAND LAWN CARE

APOPKA, FL 32703

CHAMAINE LIMA HELPING HAND LAWN CARE PO BOX 1704

SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

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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

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December 28, 2023

File No. JE268106 **Expires** 

November 30, 2024

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November 30, 2024

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HELPING HAND LAWN CARE

APOPKA, FL 32703

DANIEL VELASQUEZ HELPING HAND LAWN CARE PO BOX 1704

SORRENTO, FL 32776



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

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HELPING HAND LAWN CARE

APOPKA, FL 32703

EDGAR SANCHEZ HELPING HAND LAWN CARE PO BOX 1704 SORRENTO, FL 32776

Regular

WILTON SIMPSON, COMMISSIONER

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

EDGAR SANCHEZ HELPING HAND LAWN CARE ID CARD HOLDER

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HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD **EXPIRING November 30, 2024** 



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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

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November 30, 2024

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HELPING HAND LAWN CARE

APOPKA, FL 32703

December 28, 2023

ELDER RIPPER IV HELPING HAND LAWN CARE PO BOX 1704

SORRENTO, FL 32776

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WILTON SIMPSON, COMMISSIONER

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

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HELPING HAND LAWN CARE

APOPKA, FL 32703

Regular

**EMMANUEL AYALA** HELPING HAND LAWN CARE PO BOX 1704 SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

### EMMANUEL AYALA HELPING HAND LAWN CARE

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HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD **EXPIRING November 30, 2024** 

STATE OF FLORIDA

Department of Agriculture and Consumer Services

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BUREAU OF LICENSING & ENFORCEMENT 3125 CONNER BLVD, BLDG. 8 TALLAHASSEE, FLORIDA 32399-1650

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Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT

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December 28, 2023

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November 30, 2024

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November 30, 2024

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HELPING HAND LAWN CARE

APOPKA, FL 32703

HEYDI YORLENI FUENTES HELPING HAND LAWN CARE

PO BOX 1704

SORRENTO, FL 32776



WILTON SIMPSON, COMMISSIONER

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

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HELPING HAND LAWN CARE

APOPKA, FL 32703

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JOSE HILERO HELPING HAND LAWN CARE PO BOX 1704

SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

### BUREAU OF LICENSING AND ENFORCEMENT

STATE OF FLORIDA

Department of Agriculture and Consumer Services

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BUREAU OF LICENSING & ENFORCEMENT 3125 CONNER BLVD, BLDG. 8 TALLAHASSEE, FLORIDA 32399-1650

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December 28, 2023

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HELPING HAND LAWN CARE

APOPKA, FL 32703

JOXUAN BURGOS HELPING HAND LAWN CARE PO BOX 1704

SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

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HELPING HAND LAWN CARE

APOPKA, FL 32703

JOXUAN D BURGOS HELPING HAND LAWN CARE PO BOX 1704 SORRENTO, FL 32776

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WILTON SIMPSON, COMMISSIONER

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

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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

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November 30, 2024

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HELPING HAND LAWN CARE

APOPKA, FL 32703

KIARA RIVERA HELPING HAND LAWN CARE PO BOX 1704

SORRENTO, FL 32776



WILTON SIMPSON, COMMISSIONER

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

KIARA RIVERA HELPING HAND LAWN CARE ID CARD HOLDER

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HELPING HAND LAWN CARE

APOPKA, FL 32703

MARIA JIMENEZ HELPING HAND LAWN CARE PO BOX 1704

SORRENTO, FL 32776

Regular

WILTON SIMPSON, COMMISSIONER

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

MARIA JIMENEZ HELPING HAND LAWN CARE ID CARD HOLDER

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HELPING HAND LAWN CARE

APOPKA, FL 32703

MIGUEL BASTIDA HELPING HAND LAWN CARE PO BOX 1704 SORRENTO, FL 32776

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

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HELPING HAND LAWN CARE

APOPKA, FL 32703

OTILIA AMADOR HELPING HAND LAWN CARE PO BOX 1704 SORRENTO, FL 32776

Regular

WILTON SIMPSON, COMMISSIONER

### BUREAU OF LICENSING AND ENFORCEMENT OTILIA AMADOR

HELPING HAND LAWN CARE ID CARD HOLDER

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STATE OF FLORIDA

Department of Agriculture and Consumer Services



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BUREAU OF LICENSING & ENFORCEMENT 3125 CONNER BLVD, BLDG. 8 TALLAHASSEE, FLORIDA 32399-1650

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HELPING HAND LAWN CARE APOPKA, FL 32703

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 VAZOUEZ HELPING HAND LAWN CARE ID CARD HOLDER

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November 30, 2024

HELPING HAND LAWN CARE

APOPKA, FL 32703

Regular

PRISCILLA PRADO HELPING HAND LAWN CARE PO BOX 1704

SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER.

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

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BUREAU OF LICENSING & ENFORCEMENT 3125 CONNER BLVD, BLDG. 8 TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA

**Certified Operator** 

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**Department of Agriculture and Consumer Services** 

BUREAU OF LICENSING AND ENFORCEMENT

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

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HELPING HAND LAWN CARE

APOPKA, FL 32703

REGINALD PINARD HELPING HAND LAWN CARE PO BOX 1704

SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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**Certified Operator** 

**EXPIRING November 30, 2024** 

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HELPING HAND LAWN CARE

APOPKA, FL 32703

TERRIS HICKS II HELPING HAND LAWN CARE PO BOX 1704 SORRENTO, FL 32776

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

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BUREAU OF LICENSING & ENFORCEMENT 3125 CONNER BLVD, BLDG. 8 TALLAHASSEE, FLORIDA 32399-1650

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November 30, 2024

December 28, 2023

HELPING HAND LAWN CARE

APOPKA, FL 32703

TRENT HEAVENER HELPING HAND LAWN CARE PO BOX 1704

SORRENTO, FL 32776



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

TRENT HEAVENER HELPING HAND LAWN CARE ID CARD HOLDER :

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HELPING HAND LAWN CARE

APOPKA, FL 32703

VICTORINO PEREZ HELPING HAND LAWN CARE PO BOX 1704

Regular

SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

VICTORINO PEREZ HELPING HAND LAWN CARE ID CARD HOLDER

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BUREAU OF LICENSING & ENFORCEMENT 3125 CONNER BLVD, BLDG. 8 TALLAHASSEE, FLORIDA 32399-1650

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November 30, 2024

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November 30, 2024

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HELPING HAND LAWN CARE

APOPKA, FL 32703

ZAQUEO PEREZ HELPING HAND LAWN CARE PO BOX 1704

SORRENTO, FL 32776

WILTON SIMPSON, COMMISSIONER

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

Forth # ZAQUEO PEREZ HELPING HAND LAWN CARE ID CARD HOLDER

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HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING November 30, 2024



COMMISSIONER

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# **Certificate of Completion**

### **Elder Ripper**

### Transportation Approved Temporary Traffic Has Completed a Florida Department of Control (TTC) Advanced Course.

Safety	Date Expires	01/11/2025
Safety Links .1855 W State Rd 434 Ste. 283 Longwood, FL 32750 www.safetylinks.net ghansen@safetylinks.net	FDOT Provider #	110
Links d 434 Ste. 283 FL 32750 ylinks.net fetylinks.net	Instructor	Jack Luckhardt
FDOT	Certificate #	46682



For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com



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



J. Todd Inman Florida Department of Management Services

Office of Supplier Diversity 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399 850-487-0915 www.dms.myflorida.com/osd



Certification of Completion

This certifies that

## Norman Ripper

has completed the Florida Water Starsmaccredited Professional Workshop and is committed to designing and installing water-efficient landscapes for Florida Water Starsmann projects.

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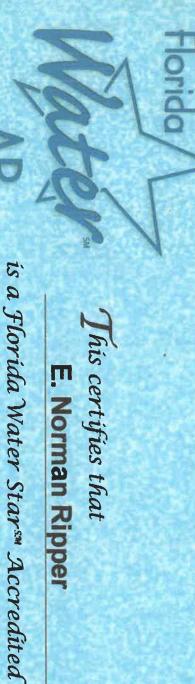
LAND SCAPE ASSOCIATION

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Florida Water Star<sup>SM</sup> Coordinator

April 8, 2015

Date



This certifies that

E. Norman Ripper

Irrigation Professional and is committed to

designing and installing water-efficient irrigation systems

for Florida Water Stars projects.

budge & a

Signature:

Florida Water Star Representative

Date: April 2021 - June 2024



St. Johns River Water Management District





# The International Society of Arboriculture

Hereby Announces That

Elder Ripper

Has Earned the Credential

## ISA Board Certified Master Arborist®

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

Caitlyn Pollihan
CEO & Executive Director

1 November 2023

**Expiration Date** 

Issue Date

ddd2aa74-788d-4002-bf87-3

22047f9313e Certification Number





# The Florida Nursery, Growers & Landscape Association

Confers on

Elder N. Ripper

Certificate No. H36 9239

The Title of

FNGLA Certified Horticulture Professional (FCHP)

FINGLA

March 31, 2025
Expiration Date

February 2013
Certified Since

Parrish, FNGLA President

Wes Parrish, FNGLA President

Harold Jenkins, FNGLA Certification Chair

Merry Mott, FNGLA Certification Dir

Ben Bolusky, FING A CED

### Windward Community Development District Landscape Fee Summary

Contractor: Helping Habnd Lawn Care, LLC

Address: 5960 W Jones Ave Zeltwood Fl 32798 Phone: 407-221-0593

Contact: E. Norman Ripper Email: nom@thlawncare.org

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

Property: Windward CDD

Phone:

Email: Contact:

	JAN	FEB	MAR	APRIL	MAY	NOC	JUL	AUG	SEP	ОСТ	NOV	DEC	TOTAL
ESSENTAL 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	\$384,890
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 Ferl/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	\$26,600
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	867,600
ANNUAL CHANGES - (Component E.1)	2,400			2,400			2,400			2,400			\$9.60¢
BED DRESSING - Estimate mulch yds (Component E.2)					20,000 Mulch Yds						20,000 Mulch Yds		\$40,000
PALM TRIMMING 2x Per Year (Component E.3) Per Palm Price: \$75.00 Palm counts													99
TOTAL FEE PER MONTHS	843,400	\$41,000	\$41,000	\$43,400	\$61,000	\$41,000	\$43,400	\$41,000	\$41,000	\$43,400	\$61,000	\$41,000	\$541,600

	Essential Services	CARRONN
	Mowing/Detailing/Irrigation/Fert and Pest	9432,000
1		

Extra Services Annual Changes, Palm Pruning, Mulch
--

TOTAL					
			3547,600.	90	-
		l			ı

(Ed. 4-84)

### 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.

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Any person or organization for whom the Named Insured has agreed by written contract to furnish this wai	Anv	v person or organizatio	n for whom the Nar	med Insured has	agreed by written o	contract to furnish	h this waiver
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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	

WC 00 03 13 (Ed. 4-84)



### 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 !II 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:
    - 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.

- This provision is subject to the following additional exclusions.
  - 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;
  - 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:
      - The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
      - 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:
      - Mechanical breakdown, including bursting or rupture caused by centrifugal force;
      - Cracking, settling, expansion or shrinking;
      - 3) Smoke or smog;
      - 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:
      - Water that backs up from a drain or sewer;

- 2) Mud flow or mudslide:
- Volcanic eruption, explosion or effusion:
- 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:
  - 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:
    - 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:
    - 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
    - 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.

- (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
    - 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:
    - 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".
- 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:
  - 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:
  - An "employee" of the insured arising out of and in the course of employment by the insured; or
  - The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (7)(a)1).
  - (b) This exclusion applies:
    - Whether the insured may be liable as an employer or in any other capacity; and
    - 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.

Agency Code 12-0325-00 Policy Number 214682-72276187

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

- 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";
    - 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
  - After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned

Agency Code 12-0325-00 Policy Number 214682-72276187

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
  - 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.
  - 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.

Agency Code 12-0325-00 Policy Number 49-276-187-00

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 COVER- AGE** 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.

58504 (1-15)

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Page 1 of 1

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.

58583 (1-15)

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Page 1 of 1

AGENCY CUSTOMER I	D: 00008980
-------------------	-------------



LOC#:

ADDITIONAL		IKKS SCHEDULE Page or
AGENCY		NAMED INSURED
Closson Insurance Agency, LLC POLICY NUMBER		Helping Hand Lawn Care Lic
POLICI NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:
ADDITIONAL REMARKS	.1	ETECHTE DATE.
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACOR	RD FORM.	
FORM NUMBER: 25 FORM TITLE: Certificate of Liability	ity Insurance	
Auto Liability and Workers Compensation/Employers Liability.		



### 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).

this certificate does not comer rights to the ce	fittificate noider ill ned of such	endorsementas).	
PRODUCER		CONTACT Christine McCrary	
Closson insurance Agency, LLC		PHONE (407) 898-2211 FAX (A/C, No. Ext): (407) 89	8-1850
1201 S. Orlando Avenue		E-MAIL ADDRESS: CMcCrary@ClossonInsurance.com	
Suite 200		INSURER(S) AFFORDING COVERAGE	NAIC#
Winter Park	FL 32789	INSURER A: Southern-Owners Insurance Co	10190
INSURED		INSURER B: AUTO OWNERS INSURANCE COMPANY	18988
Helping Hand Lawn Care LLC		INSURER C: FFVA Mutual Insurance Co.	10385
PO Box 1704		INSURER D: Upland Specialty Insurance	16988
		INSURER E: Landmark American Insurance Company	33138
Sorrento	FL 32776-1704	INSURER F:	
COVERA OFC	TE AU MADED. 7 11 23 Maste	DEVISION NUMBER	

CERTIFICATE 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. ADDLISUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE X OCCUR 300,000 PREMISES (Ea occurrence) MED EXP (Any one person) Υ 72276187 Α 07/11/2023 07/11/2024 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$

10,000 1,000,000 2,000,000 2.000,000 POLICY PRO-PRODUCTS - COMP/OP AGG \$ 100 \$ OTHER: COMBINED SINGLE LIMIT \$ 1,000,000 AUTOMOBILE LIABILITY (Ea accident) X ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY Υ 07/11/2023 07/11/2024 В 4927618700 BODILY INJURY (Per accident) S PROPERTY DAMAGE S FL PIP Basic s 10,000 UMBRELLA LIAB 4,000,000 OCCUR EACH OCCURRENCE EXCESS LIAB 4927618701 07/11/2023 07/11/2024 4,000,000 Α CLAIMS-MADE AGGREGATE 10.000 DED | RETENTION \$ ŝ WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT WC840-081578-2023A 07/11/2023 07/11/2024 Υ Υ OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS below \$2,000,000 Each Occurrence Excess Auto Liability USXTL0396323 / LHA103499 \$2,000,000 D/E 07/11/2023 07/11/2024 Aggregate Excess Auto Liability \$2MIL Excess of \$2MIL \$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 policy. General Liability Deductible/SIR = N/A. 30-Day Notice of Cancellation applies to General Liability,

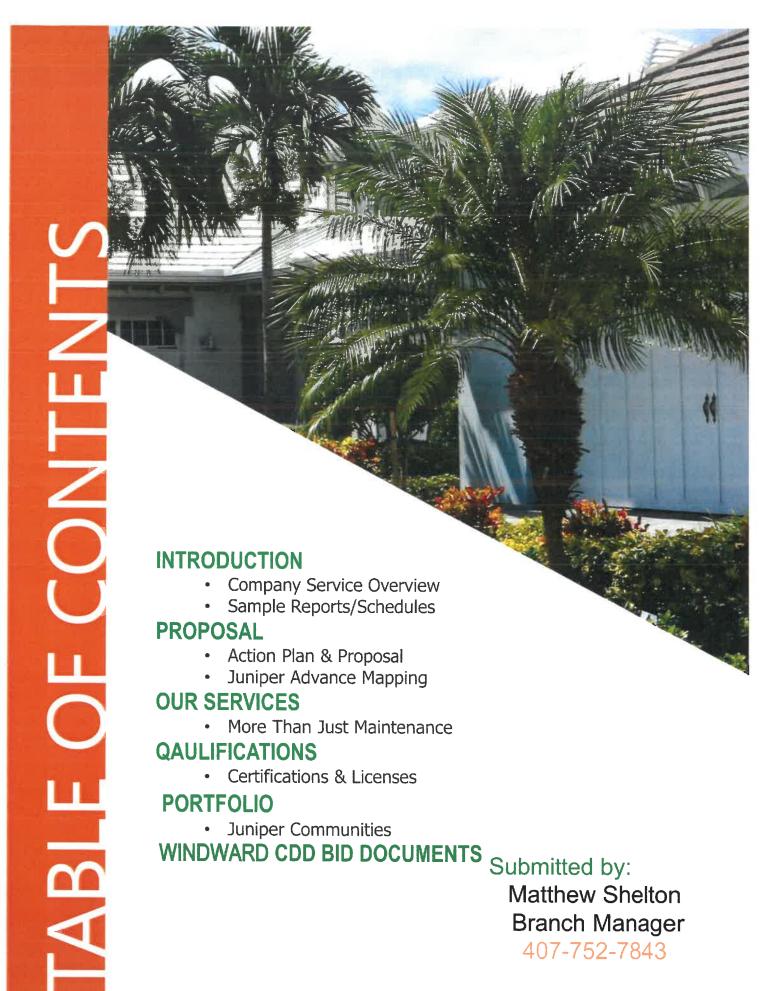
CERTIFICATE HOLDER		CANCELLATION
Greater Orlando Aviation Authority - Purchasing CFID #409954 Purchasing Department 5855 Cargo Road		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE
		ANTONIE DIE REGETATIVE
Orlando	FL 32827-4399	All Control of the Co

### SECTION B



Windward Community
Development District
Kissimmee, FL





407-752-7843



### 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.



## EAST COAST

#### **CENTRAL**

ORLANDO
OCALA
BELLEVIEW
WESLEY CHAPEL
LAKELAND
LITHIA

**WEST COAST** 

NAPLES
BONITA SPRINGS
FORT MYERS
VENICE
SARASOTA
BRADENTON
TAMPA

FORT LAUDERDALE

WEST PALM
VERO BEACH
PORT ST LUCIE
MELBORNE
VIERA

# 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

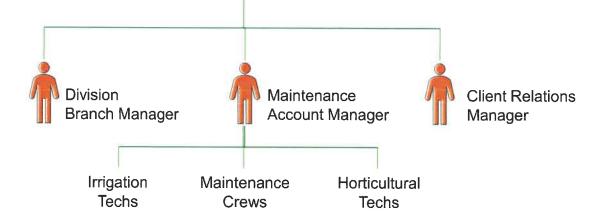
#### **MAINTAIN - SUPPORT TEAM**

- Certified Horticultural Professional
- State Licensed Certified Pest Control Operator
- State Licensed Irrigation Contractor
- ISA Certified Arborists
- In-House Agronomist

- A Sense of Urgency
- A Constant Communicator
- Mission Over Ego
- We Do What We Say
- Relentless
- Grow and Adapt



## 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.

#### **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**

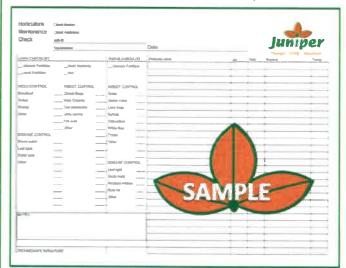
Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

## **SERVICE REPORTS & MAPS**

**SAMPLES** 



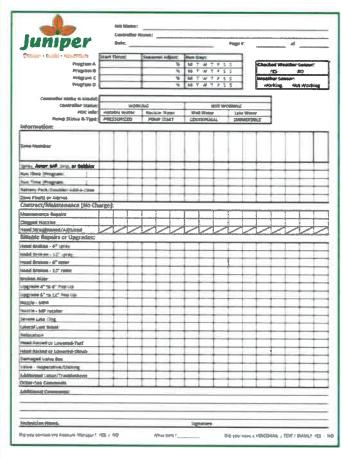
#### Fertilization & Pest Reports

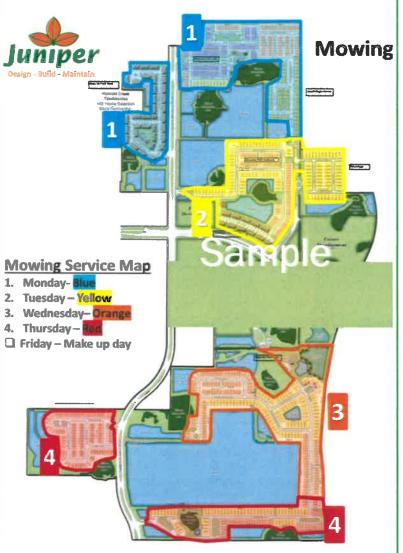


Regular service schedule maps are created for each community.

#### Service Rotation Map

#### **Irrigation Reports**











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.

## **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 <u>www.junipercares.com</u> and click on "Community Service Request." Create a ticket by following the simple prompts.

#### Option 2:

Email

<u>customerservice@juniperlandscaping.com</u>, 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





## 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



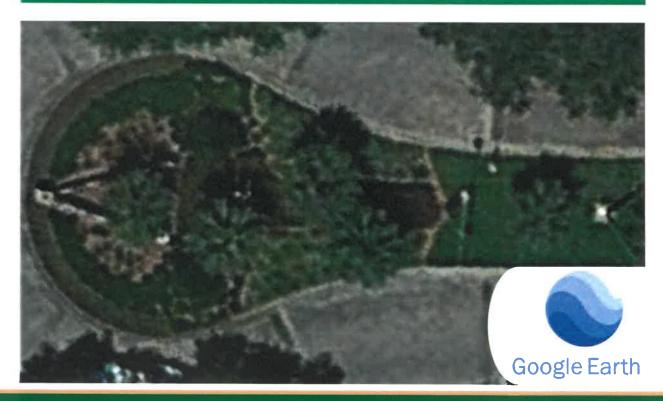




## **IMAGE QUALITY COMPARISON**



Juniper Mapping provides the community with high resolution photos that provide more detail than Google Earth.





## TRACK IMPROVEMENTS SIDE-BY-SIDE



With Juniper Mapping, you can see the quality improvements to the community landscape side-by-side.



REPORTING



## **COMMUNITY ANNOTATION REPORT**

Juniper Landscaping

## Stonecrest - Summerfield Annotation Report



Created on August 24, 2021

Library on August 5, 2021



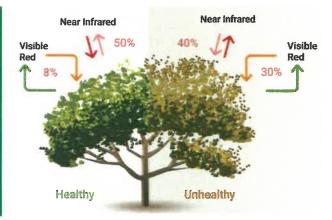
With the tools in Juniper Mapping, we can create community specific annotation reports. These reports provide documentation and improved accuracy on palm counts, valve locations, square footage on sod projects & much more!

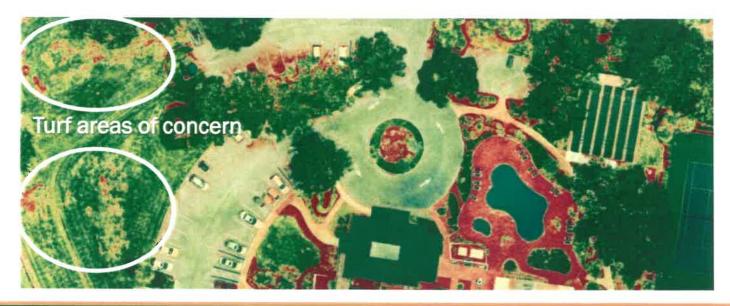




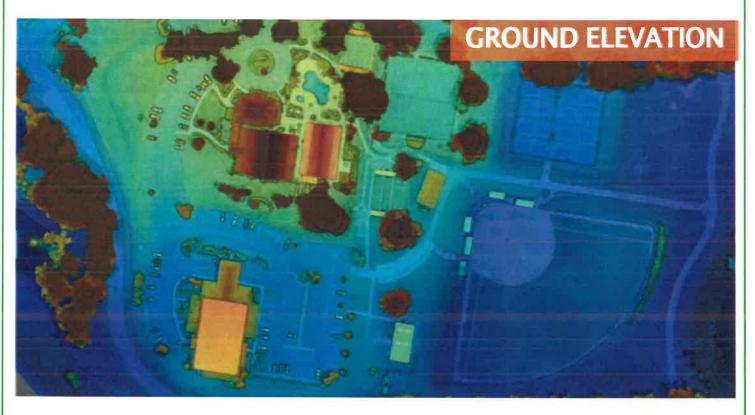
Healthy vegetation reflects more of certain types of light than unhealthy vegetation. Juniper Mapping creates a map that highlights differences within your area of interest.

This tool allows us to quickly identify areas of concern at start-up to begin treatments and track progress.

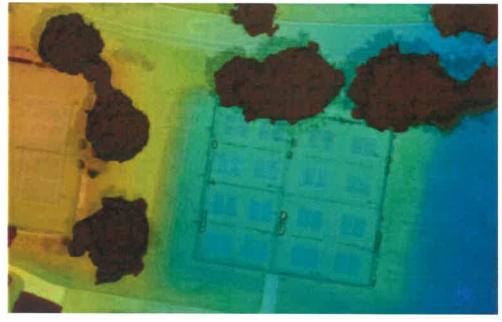








Juniper Mapping provides a complete elevation map, allowing us to make better decisions when it comes to the draining and movement of water.

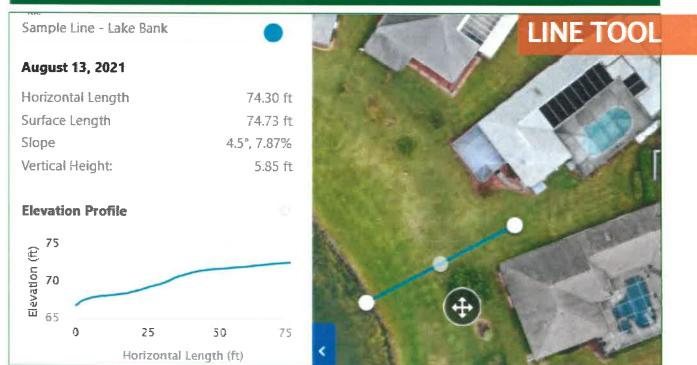








The Area & Line Tools provide the community with accurate information on demand. Line Tool provides the elevation profile of any area flown.





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.



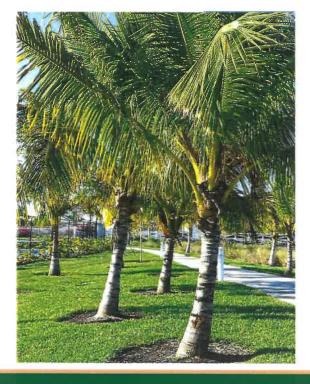
- Water Management
- Repairs
- Water Monitoring
- Reporting
- Wet Checks

- Infrastructure
- Pump Stations
- Central Control
- Residential
- Commercial

## LANDSCAPE HORTICULTURE









## LANDSCAPE ARCHITECTURE

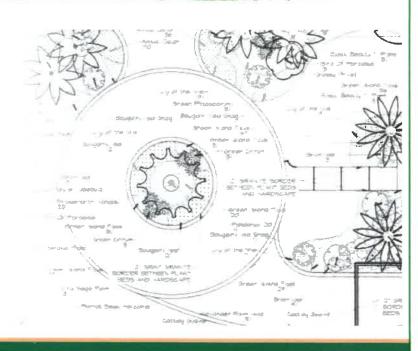
## COMPLETE LANDSCAPE ARCHITECTURE & DESIGN SERVICES

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**

# d

# 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.





## **ARBORICULTURE**



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 caredfor 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

#### **AURORA AWARDS**

- Landscape Design/Pool Design
- Best Custom home for "La Castille"

#### SAND DOLLAR AWARDS

- Best Community Feature of the Year
- Best Landscape Design 30-50k
- Best Landscape Design under 30k
- Best Landscape Design over 50k

#### **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 OR 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**



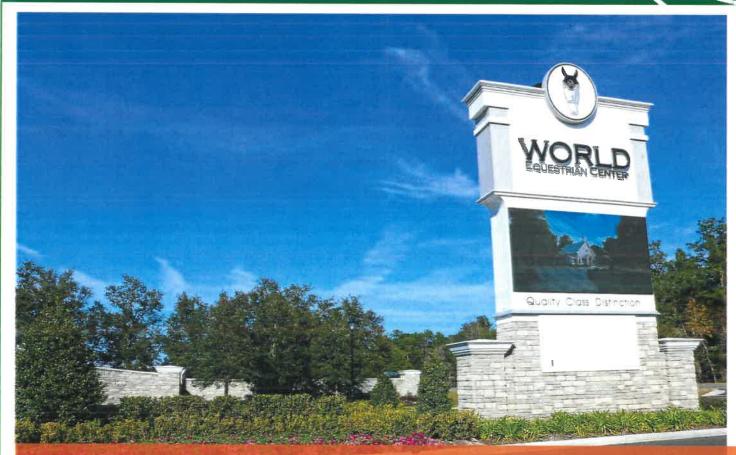


## TWIN LAKES

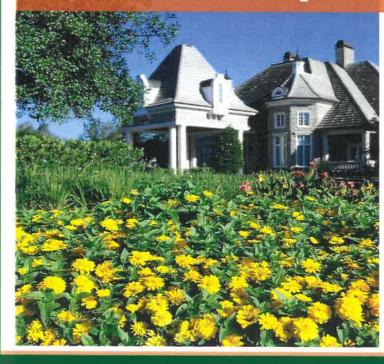


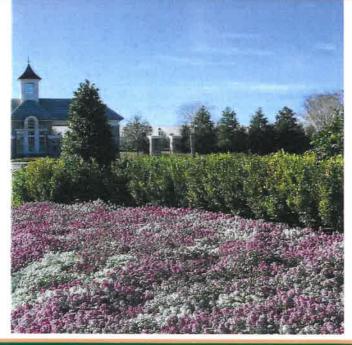


## **PORTFOLIO: OCALA**



## WORLD EQUESTRIAN CENTER





## **DESIGN SAMPLES**



# COMPUTER RENDERINGS AFTER

#### 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
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
Addendum Nodated
Addendum Nodated
Addendum Nodated
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.

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 11 TH day o	of JUNE , 2024.
	Proposer: Tuniper Landscaping of Florida By Title:Branch Manager
STATE OF Florida COUNTY OF OLONGE	
online notarization this \( \frac{1}{L} \), who is \( \square\$	acknowledged before me by means of physical presence or compersonally known to me or who has produced as identification, and odid or odid not take the oath.
KIMBERLY HAREWOOD  Notary Public  State of Florida  Comm# HH486353	Notary Public, State of Florida Print Name: Ymberly Horewood Commission No.: HHM86365
Minneda fL, who is a control of the	personally known to me or who has prod as identification, and did or did not take the oath.  Notary Public, State of Florida Print Name:

#### 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: <u>II.15.J: Will the certificate of insurance required Windward CDD to be listed as additional insured?</u>

A4: Yes.

- Q5: <u>II.20</u>. <u>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.</u>
  - 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: <u>Scope of Services.Clarification.3</u>: 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: <u>Scope of Services.Clarification.5</u>: 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: <u>Scope of Services.Clarification.5</u>: 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: <u>Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.</u>
- 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: <u>Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".</u>
- 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: <u>Landscape Scope of Work.General Services.Pruning</u>: <u>Please provide varieties of plants to receive bi-annual</u>, 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: <u>Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.</u>

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: <u>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?</u>

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

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: <u>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?</u>

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

and/or	Corpor			r Landscaping of Florida Compa sh the services required in the sco	
I.	(Please	act Proposal Amount: e provide an average of years of pricing)	\$_	\$141,520.00	
	Annua	ll Total, Year 1:	\$_	\$133,106.00	
	Annua	l Total, Year 2:	\$_	\$137,130.00	
	Annua	d Total, Year 3:	\$_	\$141,370.00	
	Annua	l Total, Year 4:	\$_	\$145,745.00	
	Annua	l Total, Year 5:	\$_	\$150,250.00	
II.	Propos	ser Information			
NAME	E OF PR	OPOSER: Juniper Land	dsc	aping of Florida	
ADDR	ESS:	4000 Avalon Road Winte	r G	arden, Florida 34787	
PHON	E:	407 407 752-7843		FAX:	
SIGNA	ATURE:			3	
PRINT	ED NA	ME: Matthew Shelton			
TITLE	:	Branch Manager			
DATE	:	6/7/24			

# PROPOSAL FORM PART I – GENERAL INFORMATION

Proposer General Information:		
Proposer NameJuniper Landscaping of Florida		
Street Address 4000 Avalon Road		
P. O. Box (if any)		
City Winter Garden State Florida		
Telephone407 752-7843 Fax no		
		Branch Manager
2nd Contact Name Josh Burton		
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 l	iability comp	any, etc.)
In what State was the Proposer organized? Florida	I	Date 2/6/2009
Is the Proposer in good standing with that State? Yes X		
If no, please explain		

		with the State of Florida, Division of Corporations and Florida? Yes X No
	If no, please explain	
	4	
,	What are the Proposer's cu	errent insurance limits?
	General Liability Automobile Liability Workers Compensation Expiration Date	\$ 2,000,000 \$ 2,000,000 \$ 1,000,000 7/1/24
	licenses are presently in goo	<u> </u>
	Florida State License 26-424264 State of Florida Pest Control Lice	-
	Best Management Practices (BM	
	-	

# PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

<ul> <li>List the location of the Proposer's office, which would perform work</li> </ul>	k for the District.
Street Address 4000 Avalon Road	
P. O. Box (if any)	
City Winter Garden State Florida Zip Coo	de34787
Telephone407 407 752-7843Fax no	
1st Contact Name Matthew Shelton	Title Branch Manage
2nd Contact Name  Josh Burton	TitleRegion Director
<ul> <li>Proposed Staffing Levels - Landscape and irrigation maintenance st following:</li> </ul>	taff will include the
<ul> <li>** Supervisors, who will be onsite days per</li></ul>	days per weekand
<ul> <li>**Note: 3 Supervisors 4 days per week and 3 Supervisors 1 day per week</li> <li>Officers and Supervisory Personnel – Please complete the pages the this Part regarding the Proposer's Officers and Supervisory Personnel for any individuals listed.</li> </ul>	
• Technical Personnel – Does the Proposer currently employ any other who have expertise in pesticide application, herbicide application horticulture, or other relevant fields of expertise? Yes X No the following information for each person (attach additional sheets)	cation, arboriculture, If yes, please provide
Name: Justin Watkins	
Position / Certifications: Regional Agronomy Manager Pest	Control Operator
Duties / Responsibilities: Overees Fertilization & Disease & Pes	st Program
% of Time to Be Dedicated to This Project:%	
Please describe the person's role in other projects on behalf of the Projects of the Proje	roposer:
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	d

Duties / Responsibilities:		
Dollar Amount of Contra		
Proposer's Scope of Serv	vices for Project: _	Full Service Landscape Maintenance
Dates Serviced:	Ongoing	
Dates Serviced.		
	X For each subco	to use any subcontractors in connection wi ontractor, please provide the following essary):
Subcontractor Name		
City	State	Zip Code
Telephone		_Fax no
1st Contact Name		Title
2nd Contact Name		Title
		other projects on behalf of the Proposer:
		ne:
Troposor a acope or serv	rices for Project: _	
<del></del>		

• 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 office

Provide the following information for key officers of the Proposer and parent company, if any.	the Proposer and parent cor	npany, if any.	
NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
	C		
Brandoil Duke	CEC	Oversees all company operations Ft. Myers, Florida	ons Ft. Myers, Florida
Dan deMont	CRO	Oversees company sales team Ft. Myers, Florida	Ft. Myers, Florida
Jake Rubin	000	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

TOTAL YEARS OF RELATED EXPERIENCE	23	6	23	20	15			
YEARS OF EXPERIENCE IN PRESENT POSITION	5	4	13	k 2	5	8		
% OF TIME TO BE DEDICATED TO THIS PROJECT /# OF DAYS ON-SITE PER WEEK	Winter Garden 1 Day per month	Winter Garden 1 Day per week	Winter Garden Windward CDD	15% / 1 Day per week	10% / 1 Day every other week			
OFFICE		Winter Garden	Winter Garden	Winter Garden	Winter Garden other week			
JOB RESPONSIBILITIES	Oversees Customer Satisfaction	Customer Relationship Scope of work	Crew management	Oversees irrigation system	Agronomic Manager			
PRESENT	Regional Director	Branch Manager	Account Manager	Irrigation Manager	Agronomic Manag			
INDIVIDUAL'S NAME	Josh Burton	Matthew Shelton	Sabrina Locklear	Josh Ballard	Justin Watkins			

# 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
_	2021 F250 Crew Cab - mow crew	2 - Windward CDD and Four Seasons HOA	Winter Garden
<u> </u>	26FT Enclosed Trailer - mow crew	2 - Windward CDD and Four Seasons HOA	Winter Garden
_	2020 Crew Cab Dump Truck - detail crew	2 - Windward CDD and Four Seasons HOA	Winter Garden
_	2021 Ford Ranger - account manager	2 - Windward CDD and Four Seasons HOA	Winter Garden
<b>~</b>	2021 Ford Trasit - irrigation technician	2 - Windward CDD and Four Seasons HOA	Winter Garden
-	2019 Isuzu NPR - agronomy spray truck	12 jobsites	Winter Garden
-	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
4	72" wright stander	2 - Windward CDD and Four Seasons HOA	Winter Garden
12	3 weedeaters/3 edgers/3 blowers/3 trimmers	rs 2 - Windward CDD and Four Seasons HOA Winter Garden	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 is
	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 Mainte	nance
List of equipment used on site:Similar to Windward CDD	

List	of subcontractors used: None
Is thi	s a current contract? Yes X No
Dura	tion of contract: 2 years
	rmation regarding similar projects – continued) Project Name/Location:
Beau	mont CDD & Homes
Cont	act: Tammy Collins Contact Phone: 860 997-9030
Proje	ect Type/Description:CDD & HOA
Dolla	ar Amount of Contract:\$500,000+
How	was the project similar to this project? Full service maintenance contract
	Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, control, weed control, thatch removal, irrigation, etc.): Full Service maintenance
List o	of equipment used on site: Similar to this project
	None
List (	of subcontractors used:
Is thi	s a current contract? Yes x No
	tion of contract: 3 years

	(Information regarding similar projects – continued)
	Project Name/Location: Lakeside Landings Master & Neighborhoods  Contact: Denise Palek Contact Phone: 609 435-4199
	110 A
	110Jeet 17pe/Description.
	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 t	hat 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:

Dates	Serviced:
Reaso	n for Termination:
	ne Proposer been cited by OSHA for any job site or company office/shop safety violation past five years? Yes No _×_
If yes,	please describe each violation, fine, and resolution
 What	is the Proposer's current worker compensation rating?1.1
	the Proposer experienced any worker injuries resulting in a worker losing more than tender yorking days as a result of the injury in the past five years? Yes No _x
If yes,	please describe each incident
from p	e state whether or not the Proposer or any of its affiliates are presently barred or suspend proposing or contracting on any state, local, or federal contracts? No _x_ If yes, please provide:
The n	ames of the entities
The st	ate(s) where barred or suspended
The p	eriod(s) of debarment or suspension
Also,	please explain the basis for any bar or suspension:

	lease describe the nature of the action, the Proposer's role in the action, and the status and esclution of the action.
١	lone
_	
-	
fi	ist any and all litigation to which the Proposer or its principals have been a party in the ve (5) years. Please describe the nature of the litigation, the Proposer's role in the litigated the status and/or resolution of the litigation.
١	lone
_	
_	
oj	as the Proposer or any of its affiliates (parents or subsidiaries), or any of the Propos ficers or principal members, shareholders or investors filed for bankruptcy, either volunt involuntary, within the past 10 years? Yes (_) No ( $\chi$ ) If yes, provide the following:
Ic	lentify the Case # and Tribunal:
D	escribe the Nature of the Action:
	escribe the Droposer's Pole in the Action and Describe the Status and/or Describe
U	escribe the Proposer's Role in the Action and Describe the Status and/or Resolution:
_	

officers o obligatio	or principal memb	ers, shareholde pay subcontract	rs or investors o	bsidiaries), or an defaulted on a loa nen) within the pas	n or other fina

# 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: Matthew Shelton

Property: Windward Community Development District

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

Contact: Email:

THE RESIDENCE OF THE PARTY.	JAN	FEB	MAR	APRIL	MAY	NOL	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	3512,056
TURF CARE (Component B) Bahia/St Aujusline/Zo,sia	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 Fer/OTC/Drenching	50	50	1,090	920	50	90	1,090	90	90	90	20	1,090	Sortes
IRRIGATION MAINT. (Component D)	475	475	475	475	475	475	475	475	475	475	475	475	\$5,700
ANNUAL CHANGES (Component E.1) Per Annual Preme	3,600			3,600			3,600			3,600			578,460
BED DRESSING - Estimate mulch yds (Component E.2)					19,500 65 peryd						19,500 65 per yd		\$29,000
PALM TRIMMING 2x Per Year (Component E.3) Par Palm Prico: Palm counts:						8,840						8,840	817,680
FOUND FEE PER MONTH.	573,673	\$10,073	812.89	515,477	1013TF	516,873	84773	\$10,073	593,877	845,477	520(57.1	\$19,953	S204 896

sential Services	STATE OF THE PARTY
wing/Detailing/Irrigation/Fert and Pest	R. C.

The state of the s	The state of the s
Extra Services	Annual Changes, Palm Pruning, Mulch

TOTAL	
	5203 (895:00

# **PROPOSAL FORM** SIGNATURE PAGE

	laws of the State of Florida, I represent that I have authority
	cluding 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 provide	ed is true and correct.
Dated this day of	luve , 2024.
	Proposer: Juniper Landscaping of Florida
	By
CTATE OF Clacida	Title: Branch Manager
STATE OF   OUGO	
COUNTY OFOIGNAC	
The foregoing instrument was sworn to	(or affirmed) and subscribed before me by means of Ophysical
presence or $\Box$ online notarization this $\underline{\Box}$ day	of June, 2024, by Shelton, Monthew of
Minneola FL, who is pers	onally known to me or who has produced ntification, and did or did no take the oath.
the arriver license as ide	ntification, and $oxtimes$ did or $\Box$ did no take the oath.
APIS APIS STANDE D.E. A.L.A. Markette at A.L.A.	Morerosech
KIMBERLY HAREWOOD	Notary Public, State of Florida
Notary Public State of Florida	Print Name: Limberly Harewood
Comm# HH486353	Commission No.: HH486363
Expires 1/29/2028	My Commission Expires: 129120 28

# 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.)
  - 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 VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING

- 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

<u>Objective</u>: 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 employees
- 2. Estimating jobs
- 3. Developing long-term relationships and exceptional client communication:
- 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** 

# Consolidated Balance Sheets December 31, 2022 and 2021

Assets	-	2022		2021
Current assets:				
Cash	\$	5,962,563	\$	8,322,389
Accounts and other receivables, net	φ	22,546,107	φ	
Contract assets				13,315,180
Costs and estimated earnings in excess of billings		1,185,084		1,225,871
on contracts		3,840,005		2 622 046
Inventories		1,661,366		2,623,916
Prepaid expenses and other current assets		1,236,701		1,488,243 2,521,710
Total current assets		36,431,826	_	29,497,309
		30,431,020		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		070 040 044	_	
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		=,000,000		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		,,		3,0.0,0.=
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.

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		
	· -			Period from		Period from	
		r Ended		per 30, 2021	Jar	nuary 1, 2021	
	Decem	per 31, 2022		rough	_	through	
			Decemb	per 31, 2021	Dece	ember 29, 2021	
Contract revenues – installation and construction	\$	49.959.628	\$	121,604	\$	46,909,109	
Landscape maintenance contracts revenue		16,167,932	*	113,151	Ĭ .	74,067,582	
Total revenues		66,127,560		234,755		120,976,691	
		,,		201,700		120,010,001	
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	1	01,197,184		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		10 202 507	
Depreciation and amortization		28,082,157		149,861		10,392,597 8,636,522	
General, administrative and other shop expenses		37,000 <u>,</u> 150		366,579		24,814,568	
Total operating expenses		78,654,015		608,339	$\vdash$	43,843,687	
	-	0,00 1,010		000,000		10,010,001	
Operating (loss) income	(	13,723,639)		(510,725)		919,287	
Financial expense (income):							
Interest expense		9,468,672		41,379	l	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	1	23,192,311)		(552,104)		6,073,787	
	•	_0,102,011/		(302, 104)		3,073,707	
Income tax benefit		(63,794)		-		(22,353)	
Net (loss) income	\$ (	23,128,517)	\$	(552,104)	\$	6,096,140	

See notes to consolidated financial statements.

1

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 Capital contributions Net loss	\$ 124,320,473 322,007 (552,104)
Balance, December 31, 2021 (successor period) Equity based compensation Net loss	\$ 124,090,376 2,746,898 (23,128,517)
Balance, December 31, 2022 (successor period)	\$ 103,708,757
Balance December 31, 2020 (predecessor period) Net income Capital contributions Distributions	\$ 15,796,299 6,096,140 3,706,604 (2,535,000)
Balance, December 29, 2021 (predecessor period)	\$ 23,064,043

See notes to consolidated financial statements.

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)

	Succ	Predecessor		
	Year ended	Period from December 30,	Period from January 1, 2021	
	December 31, 2022	2021 through December 31, 2021	through December 29, 2021	
Cash flows from operating activities:		2021	2021	
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		_	(1,000,000)	
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	002,002	-	(04,003)	
contingent consideration	764,332		(100 504)	
Measurment period adjustment	2,309,046	•	(189,524)	
Deferred income taxes	(79,663)	•	(420,400)	
Changes in operating assets and liabilities:	(79,003)	•	(130,196)	
(Increase) decrease in:				
Accounts and other receivables, and				
contract assets	/0 240 742\	(90,600)	(4.455.400)	
Cost and estimated earnings in excess of	(8,318,742)	(89,608)	(1,455,420)	
billings on contracts	/4 479 950\	(0 FEQ)	4 440 700	
Inventories	(1,178,899)	(8,553)	1,412,736	
Prepaid expenses	(156,947)	(4,960)	(382,498)	
Deposits	1,285,009	793,719	(468,417)	
Increase (decrease) in:	(207,069)	-	-	
Accounts payable and accrued liabilities	E 477 700	205.000	4 000 000	
	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	(=,==,,011)		(3,770,108)	
net of cash acquired	_	(90,658,504)	_	
Proceeds from disposals of property and equipment	245,977	(50,000,004)	197.335	
Issuance of note receivable	(663,917)	•	187,333	
Collection on note receivable	17,822	•	1	
Net cash used in investing activities	(20,796,825)	00 650 504	(47.740.040)	
out in the outing detivities	(2U,130,023)	(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			I F	redecessor
	_	ear ended	Period from December 30, 2021 through	Ja	Period from nuary 1, 2021 through
		2022	December 31, 2021	D	ecember 29, 2021
Cash flows from financing activities:				T	2021
Member distributions	\$	-	\$ -	\$	(2,535,000)
Contributions from members		-	322,007	1	3,706,604
Payment of contingent consideration		(250,000)	-		(207,258)
Proceeds from long-term debt		16,000,000	93,072,700	1	
Payments on long-term debt		(957,000)	-	1	(1,345,727)
Payments of letters of credit		(5,000,000)	-		-
Proceeds from line of credit		2,500,000	5,000,000	1	-
Repayments of finance leases		(93,579)	-	1	-
Payments on installment notes payable		(2,892,401)	(11,124)	1	(559,822)
Net cash provided by (used in)					
financing activities		9,307,020	98,383,583	$\perp$	(941,203)
Net (decrease) increase in cash	_	(2,359,826)	8,322,389		(11,121,360)
Cash:					
Beginning of period		8,322,389	-	1	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	\$ 124,320,473	\$	3,400,404
Contingent consideration related to business acquisition	\$	7,301,304	\$ -	\$	789,241

See notes to consolidated financial statements.

# **INSURANCE**





### CERTIFICATE OF LIABILITY INSURANCE

DATE (MIN/DOMYYY)

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).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Brown & Brown of FL, Inc. - Fort Myers 6611 Orion Drive #201 Fort Myers FL 33912 PHONE (AMC, No. EM). 239-278-0278 FAX (AIC, No): 239-278-5306 EMAIL Ifrost@bbftmyers.com INSURER(5) AFFORDING COVERAGE INSURER A : Hamilton Specialty Ins Co\* 29424 JUNIP-1 INSURED INSURER B : FCCI Insurance Company\* 10178 Juniper Landscaping of Florida, LLC and each of its subsidiaries INSURER C: FCCI Commercial Insurance Co\* 33472 INSURERD: FCCI Commercial Ins Co 33472 5880 Staley Road Ft. Myers FL 33905 INSURER E AGCS Marine Ins Company

COVERAGES

CERTIFICATE NUMBER: 576705792

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 CLAMIS

SR TR	TYPE OF INSURANCE INSU WVI		POLICY EFF	POLICY EXP	LIMIT	s
D	X COMMERCIAL GENERAL LIABILITY	GL0019848	7/11/2017	7/11/2018	EACH OCCURRENCE CAMAGE TO RENTED	51,000,000
	CLAIMS-MADE X OCCUR				PREMISES (Ea occurrence)	\$100,000
	95	and the same of th			MED EXP (Any one person)	95,000
					PERSONAL & ADVINJURY	\$1,000,000
	GENL AGGREGATE UNIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- OTHER:				PRODUCTS - COMP/OF AGG	\$2,000,000 \$
2	AUTOMOBILE LIABILITY	CA100015500	7/11/2017	7/11/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
Language of the second second second	X ANY AUTO				BODILY INJURY (Per person)	S
	OWNED SCHEDULED AUTOS ONLY AUTOS				BODILY MULRY (Per accident)	S
	X AUTOS ONLY X AUTOS ONLY				PROPERTY DAMAGE	\$1,000,000
	***					S
	X UMBRELLA LIAB X OCCUR	UMB100015501	7/11/2017	7/11/2018	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE				AGGREGATE	s10,000,000
	CED X RETENTIONS NIL					S
1	WORKERS COMPENSATION AND EMPLOYERS LABILITY Y/N	76333	7/1/2017	7/1/2018	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N N/A	1			EL EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	s1,000,000
	Leased & Rented Equipment Pollution Liability	MZ193077814 AHSECC1129000	7/11/2017 12/21/2016	7/11/2018 12/21/2017	Pollution Liability	200,000 1,000,000 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

CANCELLATION

SAMPLE

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

18-C

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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.

7.	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										
n page 3.	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.  4 Exemptions (codes apply only to certain entities, not individuals; se instructions on page 3):										
e. ons or	Individuat/sole proprietor or Corporation Scorporation Partnership Trust/estate single-member LLC					Exem	pt paye	e cc	ode (if	any)_	
왕	Limited liability company. Enter the lax classification (C=C corporation, S=S	corporation, P=Partnership) i	<u> </u>	3						_	
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member own.  LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner.				owner of the LLC is code (if any)				orting		
Scif	☐ Other (see instructions) ▶	oldonisation of the officer			0	(Applies to accounts maintained outside the U.S.)			the U.S.)		
	5 Address (number, street, and apt. or suite no.) See instructions.	Requ	ester's	nam	e an	d add	iress (c	ptlo	nal)		
See	5880 Staley Road										
07	6 City, state, and ZIP code										
	Fort Myers, FL 33905										
	7 List account number(s) here (optional)										
Par											
Enter	your TIN in the appropriate box. The TIN provided must match the name	given on line 1 to avoid	So	cial s	secu	rity n	umbei				
reside	p withholding. For individuals, this is generally your social security numb int allen, sole proprietor, or disregarded entity, see the instructions for Pa	oer (SSN). However, for a									
entitle	s, it is your employer identification number (EIN). If you do not have a nu	mber, see How to get a									
TIN, la			or								
Note: Numh	If the account is in more than one name, see the instructions for line 1. A er To Give the Requester for guidelines on whose number to enter.	Also see What Name and	En	nploy	yer identification number						
	or to site the requestor for gardelines on whose flumps to site.		2	6	_	4	2 4	1	2 6	4	1
Par	II Certification				_					L	
	penalties of perjury, I certify that:	-045-31								_	
	number shown on this form is my correct taxpayer identification number	w for i are waiting for a new	ala au 4 a		I	1 .4 .			.1		
2. I an Ser	n not subject to backup withholding because; (a) I am exempt from back vice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and	up withholding, or (b) I have	e not l	beer	nol	ltied	by th	e In	terna	l Rev me ti	enue nat i am
3. I an	n 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 o	orrect.								
you na acquis	cation instructions. You must cross out item 2 above if you have been not tive failed to report all interest and dividends on your tax return. For real esta uition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, but	te transactions, Item 2 does as to an Individual retiremen	not ap	oply. demi	For	mort	gage i	nter	est pa	ald,	onto
Sign Here	Signature of U.S. person ▶	Date I	4	-	2		20	20	)		
Gei	neral Instructions	• Form 1099-DIV (divident	ds, inc	ludi	ng th	ose	from	sto	cks o	r mut	ual
Section noted	on references are to the Internal Revenue Code unless otherwise.	• Form 1099-MISC (vario	us type	es of	Inc	ome	, prize	s, a	ward	s, or	gross
relate	e developments. For the latest information about developments d to Form W-9 and its instructions, such as legislation enacted	<ul> <li>Form 1099-B (stock or transactions by brokers)</li> </ul>	mutual	func	d sa	es a	nd ce	rtair	n othe	r	
	hey were published, go to www.lrs.gov/FormW9.	• Form 1099-S (proceeds	from r	real (	esta	te tra	ansaci	ion	s)		
	pose of Form	• Form 1099-K (merchani									
Inform	dividual or entity (Form W-9 requester) who is required to file an lation return with the IRS must obtain your correct taxpayer lication number (TIN) which may be your social security number	Form 1098 (home morted 1098-T (tuition)		itere	st), '	1098	I-E (sti	ıde	nt loa	n inte	erest),
(SSN)	, Individual taxpayer identification number (ITIN), adoption	• Form 1099-C (canceled									
taxpa	yer identification number (ATIN), or employer identification number	• Form 1099-A (acquisitio									
amou	to report on an information return the amount paid to you, or other nt reportable on an information return. Examples of information	Use Form W-9 only if y allen), to provide your con	rect TI	IN.							
	eturns include, but are not ilmited to, the following.  Form 1099-INT (interest earned or paid)  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.					<i>mlght</i> ng,					



# SECTION C

# PROPOSAL FORM PROPOSAL SUMMARY SHEET

	Derek Ryan R any and/or Corporation ("P specifications at the follow			megascapes, Inc. sh the services require	ed in the
I.	Contract Proposal Amou (Please provide an averag all five years of pricing)	_	324,7	91.69	
	Annual Total, Year 1:	\$_	305,8	80.00	_
	Annual Total, Year 2:	\$_	315,0	56.40	_
	Annual Total, Year 3:	\$_	324,5	08.09	_
Annual Total, Year 4:		\$_	334,2	43.33	_
	Annual Total, Year 5:	<b>\$</b> _	344,2	70.63	-
II.	Proposer Information				
NAMI	E OF PROPOSER:	Omegaso	apes, Inc	•	
ADDR	RESS:4954 N. Ap	opka Vinelar	nd Rd., O	rlando, FL 32818	
PHON	E: 407-930-6010		FAX:	407-930-6010	
SIGNA	ATURE: Derek	Bh			
PRINT	TED NAME: Derek	Ryan			
TITLE	: Business De	evelopment M	/lanager		
DATE	6/11/2024				



# 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** 



Derek Ryan

BUS, DEVELOPMENT



**Shane Bradley** 



John Cook

IRRIGATION SUPERVISOR



**Juan Hernandez** 



Jeff Hummel

ACCOUNT



David Viloria

# **Team Highlights**



Jared Berryman

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

( <del></del>	To	Taxes	\$0.00 \$305,880.88
	SubTotal (All Contract Services)		\$305,880.88
Palm Trimming	2	Per Season	\$19,500.00
Mulch Install	2	Per Season	\$25,730.00
Annuals	4	Per Season	\$8,480.16
Pest Control & Fertilization - Date Palms	3	Per Season	\$3,258.84
Pest Control & Fertilization - Shrub	5	Per Season	\$10,719.85
Pest Control & Fertilization - Turf	9	Per Season	\$24,132.51
Irrigation - Inspection	12	Per Season	\$11,420.28
Mowing and Detail - Winter	11	Per Season	\$41,413.24
Mowing and Detail - Summer	30	Per Season	\$161,226.00
CONTRACT SERVICES	Visits	Billing Type	Season Price

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

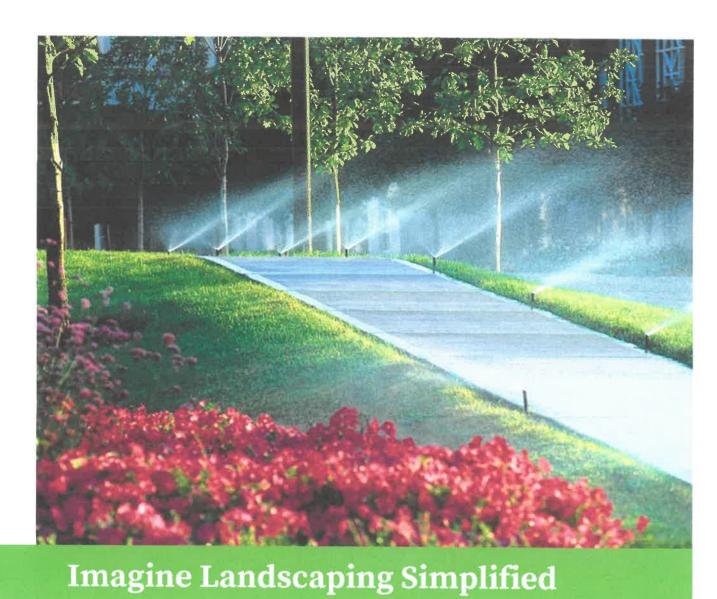
### Insurance:

- 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





### IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF _ Florida COUNTY OF _ Orange	
	authority, appeared the affiant,Derek Ryan, an personal knowledge, deposes and states:
contained herein. I serve in the capac	B) years of age and competent to testify as to the matter try of <u>Business Dev. Mgr</u> for <u>Omegascapes</u> , Inc. ke this Affidavit Regarding Proposal on behalf of Propose
("Proposal") provided in response ("District") request for proposals for information provided therein is full a intentional inclusion of false, decept include full and complete answers, ma	eparation of, and have reviewed, the Proposer's propose to the Windward Community Development District' landscape and irrigation maintenance services. All of the end complete, and truthful and accurate. I understand that ive or fraudulent statements, or the intentional failure the constitute fraud; and, that the District may consider succenstitute good cause for rejection of the proposal.
3. I do hereby certify t participated in collusion or proposal ri	hat the Proposer has not, either directly or indirectly gging.
information for ninety (90) days from	hrough submission of the Proposal to honor all pricin the opening of the proposals, and if awarded the contract o and execute the contract in the form included in the Project
-	dges the receipt of the complete Project Manual as provide Project Manual's Table of Contents, as well as the receip
Addendum No. 1	datedJune 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	June, 2024.
STATE OF Florida COUNTY OF Orange	Proposer: Omegascapes, Inc.  By: Derek Ryan  Title: Business Development Manager
The foregoing instrument was ack online notarization this 11th day of Omegascapes, Inc., who is 🗴 pe	mowledged before me by means of ⊠ physical presence or ☐ June , 2024, by Derek Ryan of ersonally known to me or ☐ who has produced sidentification, 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.: HH 218875 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	REPRESEN	ITING	On	negascapes, In	C.	
	any and/or Corporation ('specifications at the follo	'Proposer"),	agree t				
I.	Contract Proposal Am (Please provide an aver all five years of pricing)	age of	\$	324,79	91.69		
	Annual Total, Year 1:		\$	305,88	30.00		
	Annual Total, Year 2:		\$	315,05	56.40	_	
	Annual Total, Year 3:		\$	324,50	8.09	_	
Annual Total, Year 4:			\$	334,24	13.33		
	Annual Total, Year 5:		\$	344,27	70.63		
II.	<b>Proposer Information</b>						
NAMI	E OF PROPOSER:	Omeg	jascap	es, Inc.			
ADDF	RESS:4954 N.	Apopka Vin	eland	Rd., Or	lando, FL 3281	8	
PHON	E: _407-930-6010	)		FAX:	407-930-601	0	
SIGN	ATURE: Derek	2 5h					
PRINT	TED NAME:Dere	k Ryan					
TITLE	: Business	Developme	nt Mar	nager			
DATE	. 6/11/2024						

### PROPOSAL FORM PART I – GENERAL INFORMATION

Proposer General Infor	mation:			
Proposer Name	Omegascapes, li	nc.		
Street Address495	4 N. Apopka Vinel	and Rd.		
P. O. Box (if any)				
City <u>Orlando</u>	State FL		_Zip Code	32818
Telephone 407-936	0-6010	_Fax no	407-930-	6010
1st Contact Name	Chris Arnold		Title	Operations Mgr
2nd Contact Name	Derek Ryan		Title	Bus. Dev. Mgr.
Name Company Name	(if any)			
Street Address				
P. O. Box (if any)				
Street Address P. O. Box (if any) City Telephone	State		_ Zip Code	:
Telephone		Fax no.		
1st Contact Name			Title	
2nd Contact Name			Title	
Company Standing:				
Proposer's Corporate Fo			ability comp	pany, etc.)
In what State was the Pr	roposer organized?_	Florida		Date <u>05/29/2015</u>
Is the Proposer in good	standing with that S	tate? Yes X	No	
If no, please exp	olain			

If no, please expla	in
IIII	
What are the Proposer's o	current insurance limits?
General Liability	\$ <u>1,000,000</u>
Automobile Liability	\$500,000
Workers Compensation	
Expiration Date	6/3/2025 \$ 5,000,000
Umbrella Liability	\$ 5,000,000 ll applicable state and federal licenses, and state whether such
licenses are presently in g	
Florida Irrigation Cont	· · · · · · · · · · · · · · · · · · ·
	il actor il es
FNGLA CHP Y	'es
FNGLA CLMT Y	'es
FNGLA CLT Y	'es

### PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

	List the location of the Proposer's office, which would perform work for the District.						
	Street Address49	54 N. Apopka Vind	eland Road				
	P. O. Box (if any)						
	City Orlando	State	FL	Zip Code	32818		
	Telephone 407-9	30-6010	Fax no	407-930-60	10		
	1st Contact Name	Chris Arnold		Title	Operations Mgr		
	2nd Contact Name	Shane Bradle	У	Title	Sr. Acct. Mgr.		
•	Proposed Staffing Le- following:	vels - Landscape an	d irrigation m	aaintenance staff w	vill include the		
	1 1 4	Supervisors, who was Technical personne Laborers, who will	el, who will b	e onsite 2 days p	; per <u>month</u> ; and		
•	Officers and Supervis this Part regarding th for any individuals lis	e Proposer's Officer	ease complete rs and Superv	e the pages that fo isory Personnel, a	llow at the end oj nd attach resumes		
,	Technical Personnel- who have expertise horticulture, or other the following informa	in pesticide apportelevant fields of ex	lication, herl pertise? Yes	bicide application X No If ye	, arboriculture, s, please provide		
	Name: Chris Arr	nold					
	Position / Certification	ns: Operations N	/lgr FNG	LA - CHP, CLMT	, CLT		
	Duties / Responsibilit	ies: Operations N	Igmt. and Cl	ient support			
	% of Time to Be Dedi	icated to This Projec	et: <u>10</u> %	⁄o			
	Please describe the pe	erson's role in other	projects on be	ehalf of the Propos	er:		
	Project Name/Location			•			
	Contact: Alan Shee	rer Contact Ph	one:407-	-398-2890			
	Project Type/Descript	tion: Communi	tv Developm	ent District Land	scane Mamt		

	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 Address565 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 NameTitle
	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:
	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

information (attach addition	•			
Subcontractor Name En		vices		
Street Address3202	2 Phils Lane			
P. O. Box (if any)				
City Apopka	State	FL	Zip Code	32712
Telephone407-574-6	140	Fax no	407-574-61	40
1st Contact NameD	ana Mickler		Title	Acct. Mgr.
2nd Contact Name	m Fritchey		Title	Acct. Mgr.
Proposed Duties / Respons	sibilities:F	Palm and Arbo	or Care	
Please describe the subcon	tractor's role i	n other projects	s on behalf of the	Proposer:
Project Name/Location:	Hilton Gr	and Vacation	Sea World	
Contact: Mark Yahn	Contact P	hone:40	07-804-2525	
Project Type/Description:	Resort la	andscape mar	nagement	
Dollar Amount of Contrac	t:\$390,00	0		
Proposer's Scope of Service	ces for Project			
Enviro Tree Services	handles all p	alm trimming	and hardwood	oruning for us

Subcontractor Name_	Southeast Spre	ading Comp	pany	
Street Address	6089 Janes Lar	ne		
P. O. Box (if any)				
City Naples	State	FL	Zip Code	34109
Telephone 239-33	2-2595	Fax no	239-332-2595	
1st Contact Name	Brian Koehler		Title	Acct Mgr.
2nd Contact Name			Title	
Proposed Duties / Res	ponsibilities: Mulc	ch installatio	on on large prope	rties
Please describe the su	bcontractor's role in	other project	s on behalf of the I	Proposer:
Project Name/Locatio	n:Storey Park	CDD		
Contact: Alan Sheet	rer Contact Pho	ne: 407-	-352-5858	
Project Type/Descript	tion:Community	/ Developm	ent District Lands	cape Mgmt.
	-t	260		
Dollar Amount of Cor	ntract: 5 490,2			
Dollar Amount of Con Proposer's Scope of S				

• 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,

FIGNICE THE TOTIONING INTOTINATION TO STREET TOTOSES AND PAICHT ANY, IT ANY,	ine rioposei and parent con	pany, it 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	JOB RESPONSIBILITIES	OFFICE	% 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	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	٤	خ
Fabromiya Monsanto	Manager	Accounting Manager	Orlando	5% / 0 days	2	9
Jill Lichner	Office Mgr	A/P, A/R, Payroll, HR	Orlando	5% / 0 days	ო	8
Jon Cook	Irrigation Mgr	Construction/Maint.	Orlando	5% / as needed	Ŋ	19
Nico Hernandez	Pest & Fert	Florida's Eden	Apopka	as confracted	10	20
Dana Mickler	Palm & Arbor	Enviro Tree Service	Apopka	as contracted	∞	20
Brian Koehler	Mulch Install	Southeast Spreading	Naples	as contracted	80	20
Derek Ryan	Bus. Dev. Mgr.	Bus. Dev. Mgr. Proposal / Site Audit	Orlando	as needed	7	20

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. \* 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.

# 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
-	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
80	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.):

Li Si	st of equipment used on site: Trucks, trailers, mowers, 2-cycle, irrigation diagnostic tilizer and pest equipment, tractors, trenchers, bucket trucks, etc.  st of subcontractors used:TruGreen Commercial, Enviro Tree Services, Southeau preading  this a current contract? YesXNo  aration of contract:2021 - Current
Li Si Is	st of subcontractors used:TruGreen Commercial, Enviro Tree Services, Southean preading  this a current contract? Yes _X_ No
Is D	this a current contract? Yes X No
Is D	this a current contract? Yes X No
D	
	ration of contract:2021 - Current
(In	
	formation regarding similar projects – continued)
Pr	oject Name/Location: Hamlin at Silverleaf POA Horizon West area
C	ontact: Paul Schumacher Contact Phone: 407-352-5858
Pr	oject Type/Description: High profile roadway, ponds, islands
D	ollar Amount of Contract: \$225,000
H	www.as the project similar to this project? High profile and densely landscaped
<u>r</u>	padways near residential and commercial properties in Horizon West
	our Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest ntrol, weed control, thatch removal, irrigation, etc.):
La	ndscape maintenance, irrigation, pest control & fertilization, palm drench & OTC
ро	nd mowing, mulching, palm trimming, enhancements and repairs
-	

J	s this a current contract? Yes X No
I	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
1	Pollar Amount of Contract: \$390,000
1	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
I	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.
I	List of subcontractors used: TruGreen Commercial, Enviro Tree Services, Southeas
-	Spreading
-	

•	(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, o supervisor, etc.), been terminated from any landscape or irrigation installation or maintenanc contract within the past 5 years? Yes No For each such incident, please provid 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

	and repairs, landscape enhancements, mulch, palm trimming							
1	Dates Serviced:2021 - 2023							
1	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.							
	Project Name Location; The Grove Apartments							
Í	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.							
34	Reason for Termination: We installed landscape and irrigation for owner who then to another apartment group. They brought in a lower priced landscape compar that serviced their other properties. We were just asked to bid it again due to poor performance since they took over							
	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.							
	rerunzation, annuais, enhancements, etc.							
	Dates Serviced: 2019 - 2023							
	Dates Serviced:							

-	
Da	ates Serviced:
Re	eason for Termination:
-	
-	
	as the Proposer been cited by OSHA for any job site or company office/shop safety violati the past five years? Yes No <u>X</u>
If	yes, please describe each violation, fine, and resolutionN/A
W	hat is the Proposer's current worker compensation rating?1.04
	as the Proposer experienced any worker injuries resulting in a worker losing more than ten 0) 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
t	he second was a seizure that led to an employee falling into a pond
fro	ease state whether or not the Proposer or any of its affiliates are presently barred or suspen om proposing or contracting on any state, local, or federal contracts? es No _X_ If yes, please provide:
Th	ne names of the entitiesN/A
Th	ne state(s) where barred or suspended
	ne period(s) of debarment or suspension
	so, please explain the basis for any bar or suspension:

N/A	
îve (5) year	all litigation to which the Proposer or its principals have been a party in the Please describe the nature of the litigation, the Proposer's role in the litigation and/or resolution of the litigation.
N/A	
officers or p or involunta	poser or any of its affiliates (parents or subsidiaries), or any of the Proportincipal members, shareholders or investors filed for bankruptcy, either volucy, within the past 10 years? Yes (_) No (\( \S \) If yes, provide the following:  Case # and Tribunal: N/A
officers or portion of the orthogonal of the officers of the o	rincipal members, shareholders or investors filed for bankruptcy, either volu y, within the past 10 years? Yes (_) No (X) If yes, provide the following:
officers or por involuntated and involun	rincipal members, shareholders or investors filed for bankruptcy, either volucy, within the past 10 years? Yes (_) No (X) If yes, provide the following:  Case # and Tribunal: N/A

	N/A
officers or prin	er or any of its affiliates (parents or subsidiaries), or any of the Propose ipal members, shareholders or investors defaulted on a loan or other financ failing to pay subcontractors or materialmen) within the past 10 years? Yes
No (_) If yes, p	ease explain:
No (_) If yes, p	•
No (_) If yes, p	ease explain:  N/A
No (_) If yes, p	•
No (_) If yes, p	•
No (_) If yes, p	•
No (_) If yes, p	•
No (_) If yes, p	•

# 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: 219 E. Livingston St. Orlando, Florida, 32801

Property:

Phone:

Contact:

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	JAN	FEB	MAR	APRIL	MAY	NOC	JUL	AUG	SEP	DCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent 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) Bahla/Si Augustine/Zor∈ia	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 Fer/OTC/Drenching	1,165	1,185	1,165	1,165	1,165	1,165	1,165	1,165	1,165	1,165	1,165	1,165	813,978
IRRIGATION MAINT. (Component D)	862	952	962	962	952	862	952	952	962	952	952	952	611,420
ANNUAL CHANGES - (Component E.1) Per Annual Pricing \$1.77	2,120			2,120			2,120			2,120			18,480
BED DRESSING - Estimate mulch yds (Component E.2) Per Yard Piding: \$51.46					12,865 Mulch Yds: 250						12,865 Mulch Yds: 250		\$26,730
PALM TRIMMING 2x Per Year (Component E.3) Per Palm Price: \$81.25 Plant counts 120 * 17 CT			9,750						9,750				\$19,500
TOTAL PEE PER MONTH:	\$22,138	121,014	\$30,784	825,134	833,679	\$21,014	\$23,134	\$21,014	\$30,754	\$22,534	\$33,879	\$21,014	\$305,881
Flat Fee Schedule	069/028	\$25,490	\$25,490	\$26,490	825,499	958,490	\$25,490	\$25,490	828,490	\$25,480	\$25,480	\$28,490	\$300,881

Essellas celvices	5353 646
Mowing/Detailing/Irrigation/Fert and Pest	A CONTRACTOR OF THE PARTY OF TH

Extra Services

TOTAL		ļ
	2505 000 000	

# PROPOSAL FORM SIGNATURE PAGE

	Uno	der pen	alties of perj	ury unde	r the laws of t	the State of	f Florida, I	represen	t that I hav	e authority
to	sign	this	Proposal	Form	(including	Parts	I through	gh IV)	on t	ehalf of
	Ome	ascan	es. Inc.		("Propose	er") and d	leclare tha	t I have	read the	foregoing
Pro					ugh IV) and					
					ovided is true				2012) 01210	- compression
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	Dat	ed this	11th	day of	June		, 2024	-		
	Dui	ou ums		uuj oi	0 0.1.10		, 2021	•		
					Propos	er: Ome	gascapes	, Inc.		
					By:	Derek F	Ryan			
					Title:		s Develop	ment M	anager	
ST	ATE O	F F	orida		_					
			Orange							
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	The	foregoi	ing instrumen	it was swo	orn to (or affir	med) and su	abscribed be	fore me l	by means of	f 🛭 physical
pre					<u>ı</u> day ofJ					
					personally					produced
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	J. J. J. W. C.	iller.					e of Florida			
		766 1	JILLIAN LICHN	ER	Print Na	ame: Jilli	an Lich	n ER		_
		MY	COMMISSION # H	H 218875	Commi	ssion No.:	HH2188	75		
	205.5	ilita.	XPIRES: January 2	3, 2026	My Co	nmission E	xpires: Ol-	23.208	26	

#### 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 m	nake this affidavit on behalf of my firm and its owner, directors, and officers. I state
Chapter 287, Flori	da 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.

Derek	Bh

Signature of Authorized Signatory of Proposer

Sworn before me on 6 1, 2024

Notary Public Signature

JILLIAN LICHNER
MY COMMISSION # HH 218875
EXPIRES: January 23, 2026

Notary Stamp

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

A4: Yes.

- Q5: <u>II.20</u>. <u>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.</u>
  - 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: <u>Scope of Services.Clarification.5: How many bags are required to be stocked per dog</u> 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: <u>Scope of Services.Clarification.5: Are bag rolls or bag boxes preferred for dog stations?</u>
  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: <u>Landscape Scope of Work General Services Turf Maintenance: Please provide normal business hours of operation.</u>
- A14: This is defined in the Staffing section under General Services- Component "A" of the scope.
- Q15: <u>Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated?</u> 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: <u>Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".</u>
- 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: <u>Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.</u>

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

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: <u>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?</u>

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

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: <u>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?</u>

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

NAME O	PF FIRM:
	Omegascapes, Inc.
SIGNATI	
	Derek Bh
DATE:	June 11, 2024

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



# SAMPLE CERTIFICATE OF LIABILITY INSURANCE

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.

If SUBROGATION IS WAIVED, subject this certificate does not confer rights	to the cer	tificate holder in lieu of such	endorsement(s).		Silverioriti retutelle	411
PRODUCER	CONTACT NAME: Lisa Albright					
Closson Insurance Agency, LLC			PHONE (A/C, No, Ext): (407) 8		(AUC, NO):	7) 898-1850
201 S. Orlando Avenue			E-MAIL ADDRESS: LAlbright(	@ClossonInsu	rance.com	
uite 200	INSURER(S) AFFORDING COVERAGE NA					
/inter Park	FL 32789	INSURER A: Southern-Owners Insurance Co				
SURED	INSURER B: AUTO OWNERS INSURANCE COMPANY					
Omegascapes, Inc.	INSURER C: FFVA Mutual Insurance Co.					
4954 N Apopka Vineland Rd			INSURER D:			
			INSURER E :			
Orlando		FL 32818-8431	INSURER F:			
		TE NUMBER: 05292024			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES ( INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY PE EXCLUSIONS AND CONDITIONS OF SUCH IRT	UIREMENT RTAIN, THE POLICIES. I	, TERM OR CONDITION OF ANY INSURANCE AFFORDED BY THE LIMITS SHOWN MAY HAVE BEEN IBRI	CONTRACT OR OTHER E POLICIES DESCRIBE	R DOCUMENT D HEREIN IS S	WITH RESPECT TO WHICH THIS	
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AUTOS ONLY AUTOS ONLY					(Per accident)	
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r attached forms, Certificate Holder is incl perations, when required by written contrac written contract with respects to the Gene	t or agreem	ent. This insurance is Primary a	nd Non-Contributory, V	Valver of Subro	gation applies when required	
RTIFICATE HOLDER			CANCELLATION			
Storey Park Community Development District		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
135 W. Central Blvd			AUTHORIZED REPRESE	NTATIVE		
Suite 320				_	ad	
Orlando		FL 32801			/1/4	

# SECTION D

# ROTOLO CONSULTANTS, INC. WWW. ROTOLOCONSULTANTS.COM



Proposal Prepared For:

Windward CDD Osceola County, Florida

June 12, 2024

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#### Proposal Forms

- Proposal Summary Sheet
- Part I. General Information
- Part II. Personnel and Equipment
- Part III. Experience
- · Part IV. Pricing
- Signature Page
- Notarized Affidavit for Integrity in Public Contracting and Purchasing, E-Verify, and Non-Collusion

#### LETTER FROM OUR PRESIDENT

June 12, 2024

Windward Community Development District Governmental Management Services Central Florida, LLC 219 E. Livingston St. Orlando, FL 32801



www.RotoloConsultants.com P: 800.641.2427



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 PROFILE COMPANY MISSION STATEMENT & CORE VALUES

# COMPANY MISSION STATEMENT

RCI is committed to providing quality products and services by incorporating creativity, professionalism, integrity and continuous improvement. In the ongoing 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**

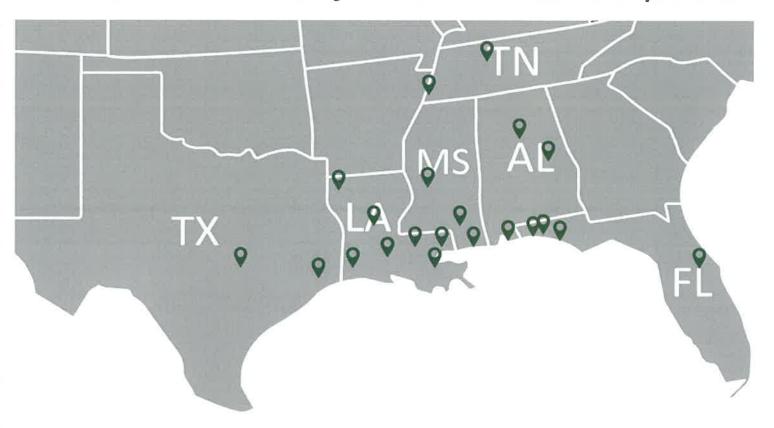
We are passionate about what we do, and this passion fuels our team to be the best at what we do each and every day for each and every client.

# 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

#### **COMPANY PROFILE** SCOPE OF SERVICES

# 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
- Landscape Master Planning
- Permit Documents

- Aquatic Facility Design
- RV Park Design
- Signage & Hardscape Design
- Grounds & Irrigation Assessments
   Landscape, Irrigation & LED **Lighting Design**

## DISASTER RELIEF

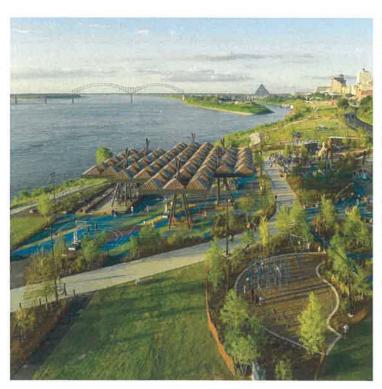
- Property Assessments
- Demolition
- Pressure Washing & Decontamination
- Mold Remediation
- Roof Repairs

- 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



# 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



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

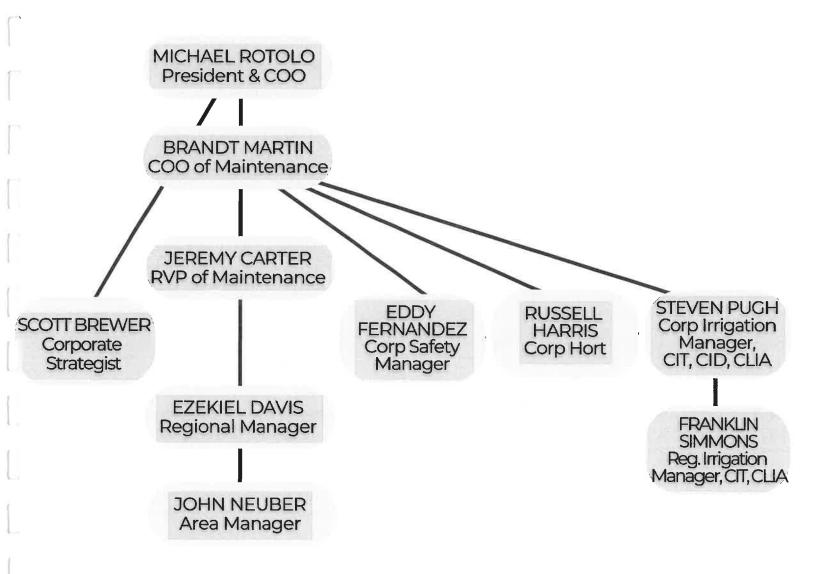


JOHN NEUBER Area Manager 30+ years experience



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.

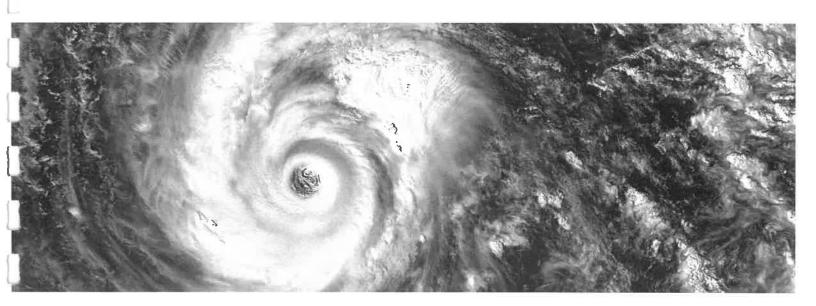
### NATURAL DISASTER RESPONSE

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.



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### **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:
  - o 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:
  - o 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

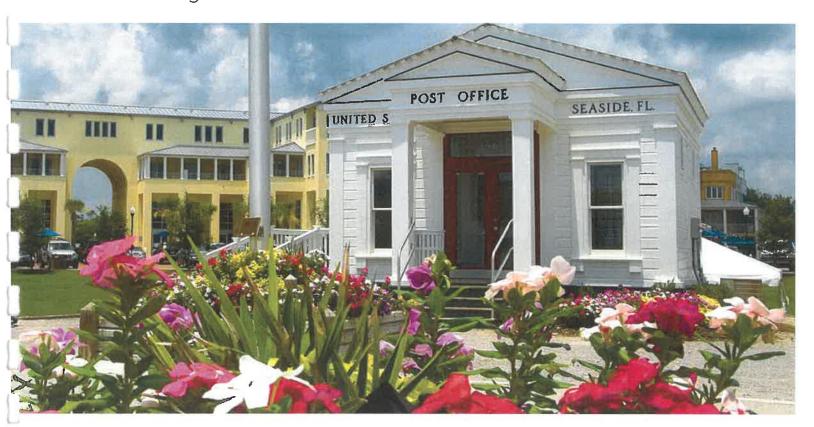
Reference Contact: Angel Selvey, 850-231-1551, angel@seasidetowncouncil.com

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, 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, CPA, CCIFP

Tracy Sufta

Director, Audit and Assurance Services

### PROOF OF INSURANCE

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MASTER CERTIFICATE United States THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORED REPRESENIATIVE

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ACORD 25 (2016/03)

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### PROOF OF INSURANCE (CONT.)

	AGEN	ICY CUSTOMER ID: ROTOCON-01
		LOC#:
ACORDO ADDITIONAL	L REMA	RKS SCHEDULE Page 1 of 1
AGENCY Cadence Insurance		NAMED INCURSO Robbio Consultants, Inc.
POLICY NUMBER		_ 39001 Brownsvillage Road Slidell LA 70460
CARRIER	NA/C CODE	EFFECTIVE DATE:
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF		NSURANCE
Compensation and Excess policies referenced above.  Blanket Alternate Employer is included on the Worker's Compensa WORKERS COMPENSATION COVERAGE FOR OTHER STATES FLORIDA  Applies Per Statue - Includes Waiver of Subrogation to certifical Policy No: GWC100130  Carrier: The Gray Insurance Company Policy Dates: 71/2023-71/2024  E.L. EACH ACCIDENT - \$1,000,000  E.L. DISEASE - EA EMPLOYEE - \$1,000,000  ALABAMA, KANSAS, MISSISSIPPI, NEW MEXICO, OKLAHOMA Applies Per Statue - Includes Waiver of Subrogation and 30 day Policy No: GWC100177  Carrier: The Gray Insurance Company Policy Dates: 71/2023-71/2024  E.L. EACH ACCIDENT - \$1,000,000  E.L. DISEASE - EA EMPLOYEE - \$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, Aut  CRIME COVERAGE: Policy No: SAAE4900500400  Carrier: Great American Insurance Company Policy Dates: 71/2023-71/2024  EMPLOYEE DISHONESTY - \$1,000,000 WITH \$25,000 DE  LEASED/RENTED EQUIPMENT COVERAGE: Limit: \$300,000 per item/\$800,000 per occurrence - \$25,000 Deducterificate Holder shown is loss payee with respect to leased/rente conditions, loss payee shall receive the amount the insured is oblig	of Cancellation ation policy when S: the holder when the holde	n shall be given in respects to General Liability, Auto Liability and Workers nen required by written contract in required by written contract  E. TEXAS incellation to certificate holder when required by written contract

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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



CORPORATE IRRIGATION MANAGER SPUGH@ROTOLOCONSULTANTS.COM

### EXPERIENCE

### EDUCATION

Corporate Irrigation Manager Rotolo Consultants, Inc. 2020 - Present	Algebra San Antonio Community College 2002
Conservation Engineer Global Irrigation Solutions 2020	Irrigation & Soil Science Houston Community College 1995
Water Conservation Manager Rain Bird Corp 2018 - 2020	Business Sam Houston State University 1990
Outside Sales Texas Irrigation Supply Co 2012 - 2018	
Owner Summit Irrigation Inc 2007-2012	LICENSES/CERTIFICATIONS
Outside Sales Water Zone South JV 2002-2007	• CIT • CID • CLIA
Regional Sales Manager Weathermatic/Telsco Industries 2001-2002	
Irrigation Manager Gro-Tech Services	



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	Research Assistant
Phillips 66	Dept of Horticulture, LSU
2019-2020	2001 - 2004
Operations Manager	Horticulturist
Simpson Sod Turf Management	Baton Rouge Country Club
2016 - 2017	1999 - 2001
Senior Horticulturist	Horticulturist
Rotalo Consultants, Inc.	Eastover Country Club
2012 - 2016	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 11-27-2019.
- 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

### RESUMES

### **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**

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
Pearl River Community College
Birmingham, AL

2002

### RESUMES

### 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



### STATE OF FLORIDA

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION** 

## CONSTRUCTION INDUSTRY LICENSING BOARD

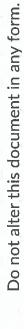
THE BUILDING CONTRACTOR HEREINIS CENTREED UNDER THE PROVISIONS OF CH



### LICENSE NUMBER CBC1262789

**EXPIRATION DATE: AUGUST 31, 2024** 

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

WITH A THE PROPERTY OF THE PRO

Date

File No.

December 21, 2023

LF346760

Expires

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



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

MARK ANTHONY WALLS LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

WHILE THE STREET AND A STREET ASSESSMENT ASSESSMENT OF THE PROPERTY OF THE PRO

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING December 21, 2027



WILTON SIMPSON COMMISSIONER

Signature

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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 HEREINNS CERTIFIED UNDER THE 482-FLORIDA STATUTES PROVISIONS OF



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 RANGE FLORIDA STATUTES PROVISIONS OF CHAPTER



### 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!



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.

JE319134

**Expires** 

Regular

September 6, 2023

June 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 30, 2024

ROTOLO CONSULTANTS PANAMA CITY BEACH, FL 32413

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



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 Cheryl Ann Boudreaux  PHONE (A/C, No, Ext): 225-336-3245  E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.com			
Balon Rouge LA 70009	INSURER(S) AFFORDING COVERAGE	NAIC#		
·	INSURER A: Gray Insurance Company	36307		
INSURED ROTOCON	INSURER B : Great American E&S Ins. Co.	37532		
Rotolo Consultants, Inc. 38001 Brownsvillage Road	INSURER c : Starstone Specialty Insurance Company	44776		
Slidell LA 70460	INSURER D :			
	INSURER E :			
	INSURER F:			

### 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	L.,	TYPE OF INSURANCE	ADDL:	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	CLAIMS-MADE X OCCUR		XSGL100091	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$100,000
	Х	CG 00 01 04 13					MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	L AGGREGATE LIMIT APPLIES PER:		II			GENERAL AGGREGATE	\$3,000,000
		POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$3,000,000
		OTHER:						\$
Α	AUT	OMOBILE LIABILITY		XSAL100101	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Х	ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	Х	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	EACH OCCURRENCE	\$5,000,000
0	Х	EXCESS LIAB CLAIMS-MADE		70892O231ALI	11112023	7/1/2024	AGGREGATE	\$ 5,000,000
		DED RETENTION\$						\$
Α		KERS COMPENSATION EMPLOYERS' LIABILITY		GWC100307FL	7/1/2023	7/1/2024	X PER OTH- STATUTE ER	FLORIDA
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Man	datory in NH)	17.7				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
В	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...

C	ER	TI	FI	CA	TE	HOL	DER

### 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.

MASTER CERTIFICATE

AUTHORIZED REPRESENTATIVE

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### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

NAMED INSURED Rotolo Consultants, Inc. 38001 Brownsvillage Road		
Slidell LA 70460		
E		
EFFECTIVE DATE:		
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### 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.

### 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 matter 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' ("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 of 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 receip of the following Addenda:
Addendum No. 1dated _6/7/2024
Addendum Nodated
Addendum Nodated
Addendum Nodated

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 thi	is 7th	_day of _Jun	ne	, 2024.	
STAT:	E OF NTY OF _	A ST. TOM	tom-	Proposer: Rol By: Title: CFO	tolo Consultants, I	Inc. Brian Rotolo
	notarizatio	going instrume on this Who	day of is D perso as id	Notary Public Print Name:	, 2024, by 10 me or 0 did not 0 did not 0 did not 0 tate of Florida	who has produced

### 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

<sub>I</sub> Bria	an Rotolo	REPRESE	NTING Rotolo	Consultants, Inc.	180
Compa	any and/or Corporations at the	on ("Proposer")	, agree to furnish	the services required in the	3
I.	Contract Proposal (Please provide an all five years of price	average of	<u>\$ 262,849.53</u>		
	Annual Total, Yea	r 1:	<u>\$</u> 248,503.38		
	Annual Total, Yea	r 2:	<u>\$</u> 257,089.23		
	Annual Total, Yea	r 3:	\$_266,259.01		
	Annual Total, Yea	r 4:	<u>\$ 266,259.01</u>		
	Annual Total, Yea	ır 5:	<u>\$ 276,137.02</u>		
II.	Proposer Informa	tion			
NAM	E OF PROPOSER:	Rotolo Cor	nsultants, Inc.		
ADDI	RESS: 38001 Brown	svillage Rd., Sl	idell, LA 70460		
PHON	NE: (985) 643 -	2427	FAX:	(985) 643 - 2691	
SIGN	ATURE:	Just			
PRIN	TED NAME: Brian	Rotolo			
TITL	E: CFO				
DATI	E: <u>6/7/2024</u>		-		

### PROPOSAL FORM PART I – GENERAL INFORMATION

Proposer General Info	ormation:			
Proposer Name Roto	lo 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	- 269	
1st Contact Name	Scott Brewer		_ Title	Corporate Strategy Manager
2nd Contact Name	Ryan Rotolo		_ Title	Estimator
Parent Company Nam	ie (if any) N/A			
Street Address N/A				
P. O. Box (if any)	N/A			
City N/A	State <u>N/A</u>	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	ahin limited liehili	tr oom	monte etc.)
	al, corporation, partner			
In what State was the	Proposer organized?	Louisiana		Date 12/04/1994
Is the Proposer in goo	od standing with that St	ate? Yes X No		
If no, please e	explain N/A			

General Lial Automobile Workers Co Expiration I	bility Liability ompensation	\$\frac{3,000,000}{\\$\frac{1,000,000}{\\$\frac{1,000,000}{\\$\frac{7/1/2024}}}\$
Automobile Workers Co Expiration I  • Licensure —	Liability Impensation	\$ 1,000,000 \$ 1,000,000
	presently in goo	applicable state and federal licenses, and state whether such d standing:
	ctor's License	
-	de Applicator's L	
FL Fertiliz	zer Applicator's I	License
FL Irrigati	ion Controller Li	icense

### PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

P. O. Box (if any	) <u>N/A</u>	
City Apopka	State FL	Zip Code <u>32703</u>
Telephone (689)	999 - 4782 Fax	no. N/A
1st Contact Nam	, and a second	Corporate Strategy Title Manager
2nd Contact Nan	Willia Simme	Title Area Manager
Proposed Staffing following:	g Levels - Landscape and irriga	ation maintenance staff will include the
$\frac{1}{2}$	Supervisors, who will be Technical personnel, who Laborers, who will be ons	will be onsite 1 days per month; and
	Haddidis, who will be dis	site days per week.
this Part regardi for any individua  Technical Perso who have expe horticulture, or	pervisory Personnel – Please coing the Proposer's Officers and sals listed.  In the Proposer the Proposer curre certise in pesticide application other relevant fields of expertise	omplete the pages that follow at the end of Supervisory Personnel, and attach resumes ntly employ any other technical personnel n, herbicide application, arboriculture, e? Yes X No If yes, please provide
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this Part regards for any individual Technical Person who have expendenticulture, or a the following inf Name: David D Position / Certifi Duties / Response % of Time to Be Please describe	pervisory Personnel — Please coing the Proposer's Officers and fals listed.  Innel — Does the Proposer curre extise in pesticide application other relevant fields of expertise formation for each person (attacknown of the person for each person (attacknown of the person of the person of the person's role in other project in the person's role in other project.	omplete the pages that follow at the end of Supervisory Personnel, and attach resumes intly employ any other technical personnel in, herbicide application, arboriculture, in the end of the experimental personnel in the end of the e
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roposer's Scope of S	ervices for Project: Mowing,	detailing, bed maintenance, irrigation,
orticultural application	on, mulch replacement	
		+
Dates Serviced: 2024		
Subcontractors – Doe	s the Proposer intend to use of	my subcontractors in connection with r, please provide the following
ne work? Tes <u>A</u> N nformation (attach a	dditional sheets if necessary):	, prease provide inejonewing
Subcontractor Name	Enviro Tree Service	
		1
Street Address 3202	TIMS LII	<del></del>
P. O. Box (if any)	N/A	
City Apopka	State FL	Zip Code <u>32712</u>
Telephone <u>(407)</u> 574	- 6140 Fax ne	o. N/A
1st Contact Name	Kyle Thornton	Title _Account Manag
2nd Contact Name	N/A	TitleN/A
Proposed Duties / Re	sponsibilities: Palm Pruning	
Please describe the s	abcontractor's role in other pr	ojects on behalf of the Proposer:
Project Name/Locati	on: Central FL Tourism Over	sight District - Section 26 WD North Pha
Contact: Jessie Burn	S Contact Phone: 321	- 395 - 1590
Project Type/Descrip	tion: Bed maintenance and m	owing along interstate
Dollar Amount of Co	ontract: \$460,712.61	
Proposer's Scope of	Services for Project: Mowing	g, detailing, bed maintenance, irrigation,
	tion, mulch replacement	

- 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.

Provide the following infolliation for key officers of the freposed and purely company, a may	no i roposor and parone son	مرجس عبر فرجس مبا	
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

TOTAL YEARS OF RELATED EXPERIENCE	20	20	ς,	٨			
YEARS OF EXPERIENCE IN PRESENT POSITION	10	2	1				
% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	25%/1 day per month	25%/1	25%/1				
OFFICE	Orlando, FL	Orlando, FL	Orlando, FL				
JOB RESPONSIBILITIES	Onsite Representative/ Point of Contact	Operational Oversight	Quality Control/Customer Satisfaction				
PRESENT	Regional Manager	Project Manager	Supervisor				
INDIVIDUAL'S NAME	Ezekiel Davis	Willie Simms	Victor Lopez				

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

PROPOSER: Rotolo Consultants, Inc.

DATE: 6/7/2024

DES(	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
60" John Deere Zero Turn Mower	ro Turn Mower	4	1733 Benbow Ct., Apopka, FL
72" John Deere Zero Turn Mower	ero Turn Mower	4	1733 Benbow Ct., Apopka, FL
Stihl String Trimmer	ner	4	1733 Benbow Ct., Apopka, FL
Stihl Edger		4	1733 Benbow Ct., Apopka, FL
Stihl Backpack Blower	ower	4	1733 Benbow Ct., Apopka, FL
Ford F-250 Truck		4	1733 Benbow Ct., Apopka, FL
Izuzu Box Truck		4	1733 Benbow Ct., Apopka, FL
Z-Sprayer		4	1733 Benbow Ct., Apopka, FL

irriga	ation, mulch replacement, fertilization, weed control, insect control
	f equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, ing packs, small equipment
List o	f subcontractors used: Swift Pine Straw
Is this	a current contract? Yes X No
Durat	ion of contract: 2023 - Ongoing
(Infor	mation regarding similar projects – continued)
Proje	et Name/Location: Latitude Margaritaville
	ct: Hannah Bowyer Contact Phone: 850 - 499 - 0322
Proje	ct Type/Description: Common areas in residential community
Dolla	r Amount of Contract: \$2,026,904
How	was the project similar to this project? Contract consisted of common areas in a da residential community including irrigation maintenance
contr	Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest ol, weed control, thatch removal, irrigation, etc.): Mowing, detailing, bed maintenance trunk pruning, irrrigation, mulch replacement, fertilization, weed control
List of spra	of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, ying packs, small equipment

]	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
	control, weed control, thatch removal, irrigation, etc.): _Mowing, detailing, bed mainter irrigation, mulch replacement, fertilization, weed control
	List of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers,
	spraying packs, small equipment

(Information regarding	g similar projects – continued)
Project Name/Location	:_Village of Baytowne Wharf
Contact: Alan Mevers	Contact Phone: 850 - 259 - 3741
Project Type/Description	on: Common areas in residential community
Dollar Amount of Con	
	milar to this project? Contract consisted of common areas in a
control, weed control,	iled Scope of Services for Project (i.e. fertilization, mowing, pest thatch removal, irrigation, etc.): Mowing, detailing, bed maintenance, e, 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 contra	ct? Yes X No
Duration of contract:	2022 - Ongoing
supervisor, etc.), been contract within the pas	any of its principals or supervisory personnel (e.g., owner, officer, terminated from any landscape or irrigation installation or maintenants $1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 $
Project Name/Location	n; N/A
Contact: N/A	Contact Phone: N/A
Project Type/Descript	
Dollar Amount of Cor	ntract: N/A

	21/1
	Serviced: N/A
Reaso	n for Termination: N/A
Has ti in the	he Proposer been cited by OSHA for any job site or company office/shop safety viola 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?
Has tl (10) v	ne Proposer experienced any worker injuries resulting in a worker losing more than teworking 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
from	e state whether or not the Proposer or any of its affiliates are presently barred or suspe proposing or contracting on any state, local, or federal contracts? No X_ If yes, please provide:
The r	names of the entities N/A
The s	tate(s) where barred or suspended N/A
The p	period(s) of debarment or suspension N/A
	please explain the basis for any bar or suspension:

List any and all governmental enforcement actions (e.g., any action taken to impose fines penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer its principals, or relating to the work of the Proposer or its principals, in the last five (5) year Please describe the nature of the action, the Proposer's role in the action, and the status and resolution of the action.
N/A
List any and all litigation to which the Proposer or its principals have been a party in the five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigati
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 Propos officers or principal members, shareholders or investors filed for bankruptcy, either volume 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 Proposofficers or principal members, shareholders or investors executed an assignment for the best of creditors within the past 10 years? Yes (_) No (X) If yes, please explain:
N/A

		,
officers or princi <u>j</u> obligation (e.g., f	er or any of its affiliates (parents or subsidiaries), or any of the P pal members, shareholders or investors defaulted on a loan or other failing to pay subcontractors or materialmen) within the past 10 years wase explain:	· jini
officers or princip	pal members, shareholders or investors defaulted on a loan or other failing to pay subcontractors or materialmen) within the past 10 years	· jini
officers or princip obligation (e.g., fo No (X) If yes, ple	pal members, shareholders or investors defaulted on a loan or other failing to pay subcontractors or materialmen) within the past 10 years	· jini
officers or princip obligation (e.g., fo No (X) If yes, ple	pal members, shareholders or investors defaulted on a loan or other failing to pay subcontractors or materialmen) within the past 10 years	· jini
officers or princip obligation (e.g., fo No (X) If yes, ple	pal members, shareholders or investors defaulted on a loan or other failing to pay subcontractors or materialmen) within the past 10 years	· jini

# 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 70450

Phone: (985) 643 - 2427 Fax: (985) 643 - 2691 Contact: Scott Brewer

ontact: Scott Brewer Email: <u>preverOrototoconsulamicom</u>

Property: Windward CDD

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

Phone:

Contact: Email:

ESSENTIAL SERVICES A-D  (Compnent A) -  Mowing/Detalling  TURF CARE (Component B)  Bahia/SI Augustine/Zoysia	5,504	5,504	13.759	4	0.00							
VZavsia	761			80/2L	13,738	13,759	13,759	13,759	5,504	5,504	5,504	\$018,000
TOTE FOLDS TO A DE Lachidae OTC		5,882	683	495	2,309	37.1	37.1	495	5,535	816	371	yte, and
Tree!shrive wate manage or o		301		589		580			437		50	E I
IRRIGATION MAINT. (Component D) 846	846	8 8	846	846	846	846	845	846	846	346	846	\$10,367
ANNUAL CHANGES - 7,317 (Component E.1) Per Annual Polong: \$6.10plant 1,200			7,317			7,317			7,317			150 dg
BED DRESSING - Estimate mulch yds (Component E.2)				17,940 Maich Yae: 202						17,940 Muleh Yds: 202		10710
PALM TRIMMING 2x Per Year (Component E.3) For Polm Picox 546.67(foruning/polm Polms sourts: 366 polms	18,480						18,430					obg'didg
TOTAL PER PER MORTE	165,591	A 142.500	300.554	520000	\$51.574	112.873	New cast	315,100	and a second	325.160	37,021	#548,500

Essential Services
Mowing/Detailing/Irrigation/Fert and Pest

Extra Services Annual Changes, Palm Pruning, Mulch TOTAL

Initals

# PROPOSAL FORM SIGNATURE PAGE

to sign this Proposal Form (in Rotolo Consultants, Inc. ("	laws of the State of Florida, I represent that I have authority cluding Parts I through IV) on behalf of 'Proposer'') and declare that I have read the foregoing (V) and that all of the questions are fully and completely ed is true and correct.
Dated this _7th day of _June	, 2024.
	Proposer: Rotolo Consultants, Inc.  By: Brian Rotolo  Title: CFO
COUNTY OF ST. Tannony	
presence or online notarization this trans	(or affirmed) and subscribed before me by means of physical of

# 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.	
Timino of Tropoport		

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. 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 VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING 2

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 6/1, 2024

Notary Public Signature
Office Participation of the 
Notary Stamp

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: <u>II.6.</u> 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: <u>II.15.J</u>: 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: <u>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.</u>

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: <u>Landscape Scope of Work, General Services, Turf Maintenance: Please provide normal business hours of operation.</u>
- A14: This is defined in the Staffing section under General Services- Component "A" of the scope.
- Q15: <u>Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated?</u> 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: <u>Landscape Scope of Work.General Services.Detailing</u>: <u>Please define "high profile or focal areas"</u>.
- 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: <u>Landscape Scope of Work.General Services.Pruning</u>: <u>Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning</u>.
- 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: <u>Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.</u>
- 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: <u>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?</u>
- 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: <u>Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.</u>
  - 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: <u>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?</u>
- 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

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

U.S. Department of Labor occupational Safety and Health Administration Form approved OMB no. 1216-0719

Year 2019

All establishments covered by Park 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 entites 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 "D."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited eccess 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 8	Total number of other recordable cases
(9)	(H)	(2)	5
Number of Days			
Total number of days away from work		Total number of days of job transfer or restriction	
435 (K)		483	
Injury and Illness Types	ypes		
Total number of			,
(1) Injury (2) Skin Disorder	0	(4) Poisoning (5) Hearing Loss	00
(3) Respiratory Condition	o	(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 colbection of information is estimated to average 58 infunites per response, including time to review the Instruction, search and gather the detected or respond to the collection of information unless it against the enceded and order the collection of information unless it displays a currently valid ONB complainment. If you have any exponential times are not september of his data collection, contact. US Operthemel displays a currently valid ONB correlaturate. If you have any exponential times or any species of his data collection, contact. US Operthemel of Labor, ORFs or Statistics, Room N.35644, 200 Constitution Ave. MW. Wassington, DC 20210. Do not send the completed forms to this office.

	Zip									sccurate, and	HR Director	1730/2020 Date
	ΓA			:12)						I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	田	1
o Consultants, Inc. (RCf)	State	ture of motor truck trailers) nstruction	SIC), If known (e.g., SIC 3715)	ation (NAICS), if known (e.g., 3362		621	es last 1288652		ent may result in a fine.	document and that to the best of m		
Establishment information Your establishment name Rotolo Consultants, Inc. (RCI)	Street 38001 Brownsvillage Rd	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)	Employment information	Annual average number of employees	Total hours worked by all employees last year	Sign here	Knowingly falsifying this document may result in a fine.	I certify that I have examined this c complete,	Angelina Haistead Company executive	985-643-2427 Phone

# OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor Occupational Safety and Health Administration Form approved OMB no. 1218-0776

Year 2020

All establishments covered by Part 1904 must complete this Summary page, even if no thjuries or linesses 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 lotals below, making sure you've added the entries from every page of the log. If you had no cases write "O,"

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They slos have finited access to the OSHA Form 301 or its equivalent. See 29 GFR 1904,35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases	and the second s		
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction 2	Total number of other recordable cases
(9)	(H)	(1)	(c)
Number of Days			
Total number of days away from		Total number of days of job transfer or restriction	
( <del>(</del> X)	1	106	
Injury and Illness Types	fypes		· Automati
Total number of (M) (1) Injury (2) Skin Disorder	ω <sup>0</sup>	(4) Poisoning (5) Hearing Loss	00
(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 ordisedion 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, control tumber. If you have any comments about these estimates or any aspects of this data collection, control of Labor, OSFA Office of Statistics, Room W3544, 200 Constitution Ave. NW, Washington, Do not send the compelled forms to this office.

tion	ne Rotcio Consullants, Inc. (RCI)	Milage Ro State LA Zip	g., Manufacture of motor touck trailers) nce and construction	ssification (SIC), if known (e.g., SIC 3715)	nal Classification (NAICS), if known (e.g., 338212)	uo	er of employees 621	all employees last 1,123,521	Jeff Shall	this document may result in a fine.	I certify that I have examined this document and that to the best of my knowledge the entifies are true, accurate, and complete.	HR Director Title	Phone Date
Establishment information	Your establishment name Rotolo Consultants, Inc. (RCI)	Street 38001 Brownsvillage Ka	Industry description (e.g., Manufacture of motor truck trailers) Lawn, Maintenance and construction	Slandard Industrial Classification (SIC), if known (e.g., SIC 3715)	OR North American Industrial Classification (NAICS), if known (e.g., 336212)	Employment information	Annual average number of employees	Total hours worked by all employees last year	Sign here	Knowingly falsifying this document may result in a fine.	i certify that I have examined this document and complete.	Angelina Halstead Company executive	985-643-2427 Phone

# 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

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." 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.

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

後人とないに見かりないのできませんと	trail number of Total number of cases Total number of ses with days with job transfer or cases restriction 2 0	(+)	一個國行後有五次 在新聞機可以以	Total number of days of job transfer or restriction	230	(1)	Types	3 (4) Poisonings 0	0 (5) Hearing loss 0	
sə	Total number of cases with days away from work	(H)	S	S			ess Types		0	•
Number of Cases	Total number of deaths	(6)	Number of Days	Total number of days away from work	79	(K)	Injury and Illness Types	Total number of (M) (1) Injuries	(2) Skin disorders	

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 everage \$8 minutes per response, including time to review the collection of information. Persons are not required to respond to the collection of information unless it deplays 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.

Safety Director

Eddy Fernandez

Phone (985)643-2427 Company & ecutive

Date 1-20-2022

Reset

# Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor occupational Safety and Health Administration from approved OMB no. 1218-0178

Year 2022

All establishments covered by Park 1904 must complete this Summary page, even if no injuries or ilnesses 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 "O,"

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its enthety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904,35, in OSHA's Recontise

Number of Cases			- common region and man a common region of
Total number of deaths 0	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(9)	Œ	(0)	(f)
Number of Days.			
Total number of days away from		Total number of days of job transfer or restriction	
180	· i	35 (L)	
Injury and Illness Types	lypes		Party ( party
Total number of (M) (1) Injury	23	(4) Poisoning	0
(2) Skin Disorder (3) Resolitatory	0	(5) Hearing Loss	0
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 cultedition 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 unitess it displays a surrently valid OMB control number. It you have any comments about these estimates or any aspects of this data collection, constant. US Department of Labor, CSMA Office of Statistics, Room N-3544, 200 Constitution Ave. NW. Westlindton, DO 20210. Do not send the completed forms to this office.

Establishment information	
Your establishment name Rololo Consultants, Inc. (RCI).	
Street 35001 brownsningge Ru City Sidell,Memphis,Florida,Mississppl.Alabama,Texae State  LA,TN,MS,AL,TX	Zip 70460
Indusiry 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)	
Employment information	
Annual average number of employees	
Total hours worked by all employees last 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 entites are true, accurate, and complete.	rue, accurate, and
Cady Fernandez	Safety Director Title
985-643-2427	1/25/2023
Phone	Date

# OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor Occupational Saristy and Health Administration Form approved OMB no. 1218-0776

Year 2023

All estabishments covered by Part 1904 must complete this Summary page, even if no injuries or litnesses occumad 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 <sup>1</sup>0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have fimited 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		Company Commission of the Comm	estation or the manufacture of the product
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction 0	Total number of other recordable cases
(9)	Œ	(3)	(5)
Number of Days			
Total number of days away from		Total number of days of job transfer or restriction	
180		0 (1)	,
Injury and Illness Types	ypes		
Total number of (M)	+	(4) Poisoning	0
(2) Skin Disorder	.0	(5) Hearing Loss	0
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 repording burden for this collection of information is estimated to energia 58 minutes por response, including time to review the instruction, search and gather the data preded, 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 those estimates or any aspects of this data collection, contract. US Department of Labor, OSHA Office of Statistics, Room N-3544, 200 Constitution Ave, NW, Westington, Do 20210. Do not send the completed forms to this office.

Establishment information	
Your establishment name Rejolo Consultants, Inc. (RCI)	
Street 38001 Brownsvillage Rd	
City Shaell Memphis, Florida, Mississppl, Alabama, Toxas State	zp 70460
inclustry description (e.g., Manufacture of motor fruck 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., 338212) $\frac{5}{5}$	
Employment information	
Annual average number of employees	
Total hours worked by all employees last 1,994,891	
Sign here Eddy Fornandes	
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 entities are inte, accurate, and complete.	ue, accurate, and
Eddy Furrandez	Safety Director
985-643-2427	125/2024
Phone	Date

# ROTOLO CONSULTANTS, INC. WWW. ROTOLOCONSULTANTS.COM



ROOTED IN TRADITION . GROWING THE FUTURE

Proposal Prepared For:

Windward CDD
Osceola County, Florida

June 12, 2024

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### Proposal Forms

- Proposal Summary Sheet
- Part I. General Information
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- Part III. Experience
- · Part IV. Pricing
- Signature Page
- Notarized Affidavit for Integrity in Public Contracting and Purchasing, E-Verify, and Non-Collusion

### LETTER FROM OUR PRESIDENT

June 12, 2024

Windward Community Development District Governmental Management Services Central Florida, LLC 219 E. Livingston St. Orlando, FL 32801



www.RotoloConsultants.com P: 800.641.2427



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 PROFILE COMPANY MISSION STATEMENT & CORE VALUES

# COMPANY MISSION STATEMENT

RCI is committed to providing quality products and services by incorporating creativity, professionalism, integrity and continuous improvement. In the ongoing 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

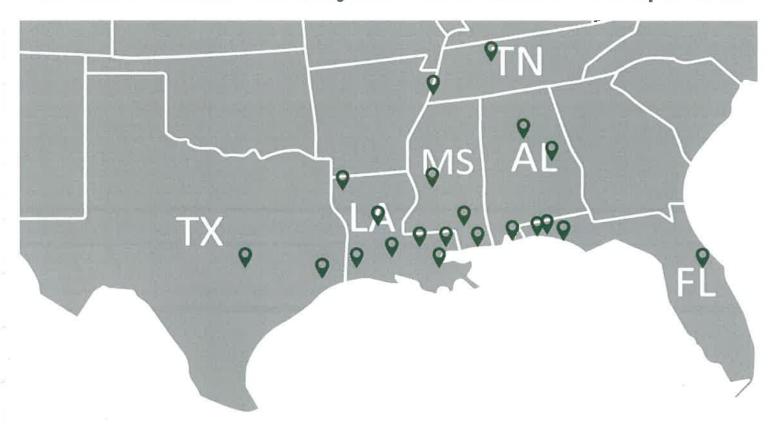
We are passionate about what we do, and this passion fuels our team to be the best at what we do each and every day for each and every client.

# 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

# COMPANY PROFILE SCOPE OF SERVICES

# 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, Irrigation & LED
- Landscape Master Planning
- Permit Documents

- Aquatic Facility Design
- RV Park Design
- Signage & Hardscape Design
- Landscape, Irrigation & LED Lighting Design

# DISASTER RELIEF

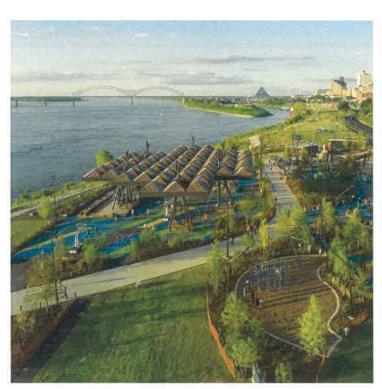
- Property Assessments
- Demolition
- Pressure Washing & Decontamination
- Mold Remediation
- Roof Repairs

- 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.

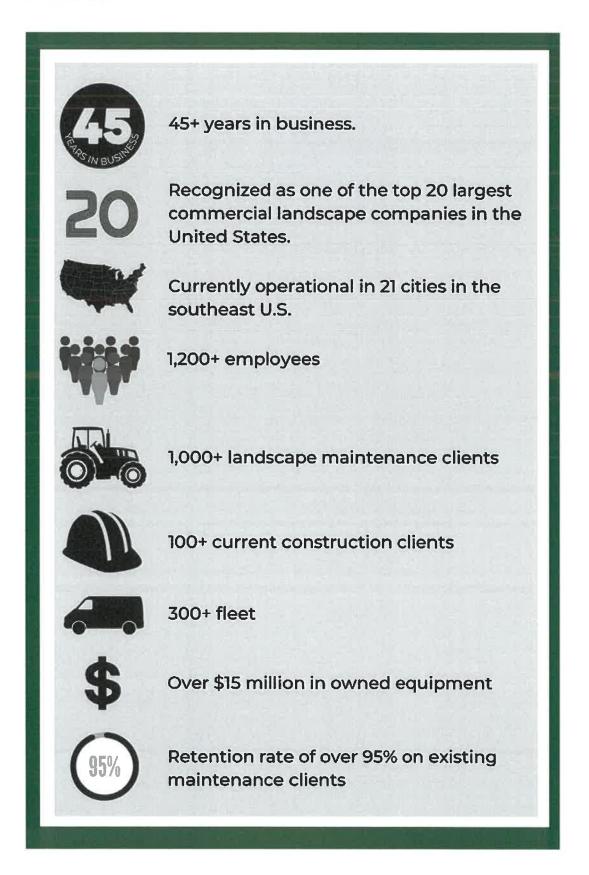
RCI touts professional relationships with Isuzu, John Deere, and Stihl due to our purchasing power, which assures government-level pricing structure and "front of the line" ability to secure equipment on short notice. In addition, with over \$15 million of owned equipment currently, RCI has the ability 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



### 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.





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





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

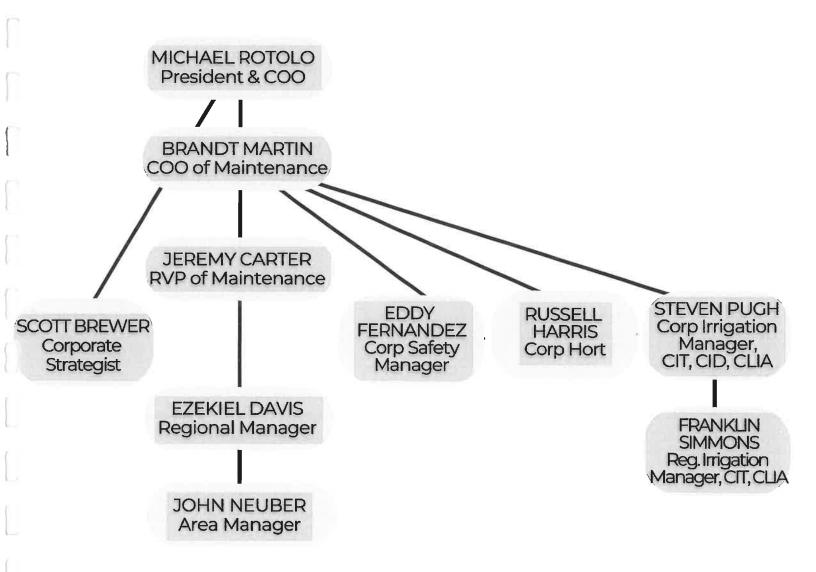


JOHN NEUBER Area Manager 30+ years experience



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 I 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:
  - o 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:
  - o 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:
  - o 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, 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, CPA, CCIFP

Tiney Sufts

Director, Audit and Assurance Services

#### PROOF OF INSURANCE

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	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.										
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MASTER CERTIFICATE

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### PROOF OF INSURANCE (CONT.)

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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

4	University of Alabama 2015	Master of Science: Accounting
	Auburn University 2003	Bachelor of Science: Horticulture

Irrigation Manager Gro-Tech Services

1994-2001

#### STEVEN PUGH

CORPORATE IRRIGATION MANAGER SPUGH@ROTOLOCONSULTANTS.COM

EXPERIENCE	EDUCATION
Corporate Irrigation Manager Rotolo Consultants, Inc. 2020 - Present	Algebra San Antonio Community College 2002
Conservation Engineer Global Irrigation Solutions 2020	Irrigation & Soil Science Houston Community College 1995
Water Conservation Manager Rain Bird Corp 2018 - 2020	Business Sam Houston State University 1990
Outside Sales Texas Irrigation Supply Co 2012 - 2018	
Owner Summit Irrigation Inc 2007-2012	LICENSES/CERTIFICATIONS
Outside Sales Water Zone South JV 2002-2007	• CIT • CID • CLIA
Regional Sales Manager Weathermotic/Telsco Industries 2001-2002	
	=

#### **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 Entornology, 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 Harticulturist Rotalo 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 Consultonts, 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 11-27-2019
- 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

#### RESUMES

#### **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
Pearl River Community College
Birmingham, AL

2002

#### RESUMES

#### 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.

#### RESUMES

#### 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



# STATE OF FLORIDA

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION** 

# CONSTRUCTION INDUSTRY-LICENSING BOARD

THE BUILDING CONTRACTOR HEREINIS CERTIFIED UNDER THE PROVISIONS OF CHA



# LICENSE NUMBER CBC1262789

**EXPIRATION DATE: AUGUST 31, 2024** 

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

WITHAM TO THE TOWN AND TOWN AND TOWN AND TOWN AND THE

Date

File No.

LF346760

Expires

December 21, 2023

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

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

MARK ANTHONY WALLS LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF346760

The company of the co

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 BEREIN IS CERTIFIED UNDER THE 482-FLORIDA STATUTES PROVISIONS OF CH



# LICENSE NUMBER/SCC134152320

**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

REINERS REGISTERED UNDER THE CORIDA STATUTES THE LANDSCAPE ARCHITECT PROVISIONS OF



# LICENSE NUMBER LA6667481

**EXPIRATION DATE: NOVEMBER 30, 2025** 

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ISSUED: 11/02/2023

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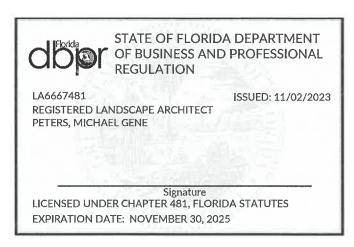
### STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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!



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

September 6, 2023

File No. JE319134

Expires June 30, 2024

Regular

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

DAVID DOGGETT ROTOLO CONSULTANTS 38001 BROWNSVILLAGE RD SLIDELL, LA 70460

1

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  $\,$ 



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. E-Mall. ADDRESS: cheryl.boudreaux@cadenceinsurance.com					
	INSURER(S) AFFORDING COVERAGE	NAIC#				
	INSURER A: Gray Insurance Company	36307				
INSURED ROTOCON-	INSURER B: Great American E&S Ins. Co.	37532				
Rotolo Consultants, Inc.   38001 Brownsvillage Road	INSURER c : Starstone Specialty Insurance Compa	ny 44776				
Slidell LA 70460	INSURER D:					
	INSURER E :					
	INSURER F:					
Sideil LA 70400	INSURER E :					

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.

ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP TYPE OF INSURANCE POLICY NUMBER LTR INSD WVD COMMERCIAL GENERAL LIABILITY X XSGL100091 7/1/2023 7/1/2024 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$100,000 X MED EXP (Any one person) CG 00 01 04 13 \$5,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$3,000,000 POLICY X PRO-PRODUCTS - COMP/OP AGG \$3,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** XSAL100101 7/1/2023 7/1/2024 \$1,000,000 ANY AUTO BODILY INJURY (Per person) Х \$ OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ **UMBRELLA LIAB** A Χ GXS100273 7/1/2023 7/1/2024 OCCUR EACH OCCURRENCE \$5,000,000 70892O231ALI 7/1/2023 7/1/2024 Х **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$5,000,000 RETENTION \$ DED WORKERS COMPENSATION GWC100307FL 7/1/2023 7/1/2024 PER STATUTE **FLORIDA** AND EMPLOYERS' LIABILITY AND EMPLOYERS LIABILITY
ANYPROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT \$1,000,000 N N / A E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Cont&Site Pollution/Professional 2,000,000 Per Occ 2,000,000 Aga PCME56604803 7/1/2023 7/1/2024

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...

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#### CANCELLATION

ALITHODIZED DEDDEGENTATIVE

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

MASTER CERTIFICATE

AO IIIOIGEL	DIVELVEORINIALISE	
y	Merl	Cheppers

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AGENCY CUSTOMER ID: ROTOCON-01

LOC #:



#### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED Rotolo Consultants, Inc. 38001 Brownsvillage Road Slidell LA 70460		
Cadence Insurance				
POLICY NUMBER				
CARRIER	NAIC CODE			
		EFFECTIVE DATE:		
ADDITIONAL REMARKS				

THIS ADDITIONAL	REMARKS	S 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.

### IV. AFFIDAVIT REGARDING PROPOSAL

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.
- 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.
- 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 No1	_dated _6/7/2024
Addendum No	_dated
Addendum No	_dated
Addendum No	_dated

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

STATE OF Louisiana

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.	
STATE OF 1 P	Tommon	By:	ooser: Rotolo Con	sultants, Ir	nc. Brian Rotolo
online notarization  Ropels Costus best  A definical	his <u> </u>	personally as identification		or O did not ta	who has produced

### 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	n Rotolo REPRESEN	NTING Rotolo Consultants, Inc.					
Compar	Company and/or Corporation ("Proposer"), agree to furnish the services required in the						
scope/sj	pecifications at the following prices:	:					
	Contract Proposal Amount: (Please provide an average of	<u>\$ 262,849.53</u>					
	all five years of pricing)						
	Annual Total, Year 1:	<u>\$</u> 248,503.38					
	Annual Total, Year 2:	<u>\$ 257,089.23</u>					
	Annual Total, Year 3:	\$_266,259.01					
Annual Total, Year 4:		<u>\$ 266,259.01</u>					
Annual Total, Year 5: \$_276,137.02							
п.	Proposer Information						
NAME	OF PROPOSER: Rotolo Cons	sultants, Inc.					
ADDR	ESS: 38001 Brownsvillage Rd., Slic	dell, LA 70460					
PHONI	E: (985) 643 - 2427	FAX: (985) 643 - 2691					
SIGNA	TURE:						
PRINT	ED NAME: Brian Rotolo						
TITLE	. CFO						
DATE:	6/7/2024						

### PROPOSAL FORM PART I – GENERAL INFORMATION

	Proposer General Inf	ormation:			
	Proposer Name_Roto	olo Consultants, Inc.			
	Street Address 38001	Brownsvillage Rd.			
	P. O. Box (if any)	N/A			
	City_Slidell	State LA	Z	ip Code	70460
	Telephone (985) 643	- 2427	Fax no. (985) 64	13 - 269	I
	1st Contact Name	Scott Brewer		Title	Corporate Strategy Manager
	2nd Contact Name	Ryan Rotolo		Title	Estimator
	Parent Company Nam	ne (if any) N/A			
	Street Address N/A				
	P. O. Box (if any)	N/A			
	City N/A	State N/A	Z	ip 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				
	(e.g., individu	al, corporation, partner	ship, limited liabi	lity com	pany, etc.)
	In what State was the	Proposer organized?	Louisiana		Date 12/04/1994
	Is the Proposer in goo	od standing with that St	tate? Yes X No	)	
	If no, please e	explain N/A			

If no, please explain	N/A
What are the Proposer's curr	rent insurance limits?
General Liability Automobile Liability Workers Compensation Expiration Date	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Licensure – Please list all aplicenses are presently in good	pplicable state and federal licenses, and state whether such standing:
FL Contractor's License	
FL Pesticide Applicator's Li	cense
	icense
FL Fertilizer Applicator's L	1001130

### PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

	List the location of th	e Proposer's office, which v	ould 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	Corporate Strategy Title Manager
	2nd Contact Name	Willie Simms	Title Area Manager
	Proposed Staffing Le following:	vels - Landscape and irriga	tion maintenance staff will include the
	$\frac{\begin{array}{c} 1 \\ 2 \\ \hline 3 \end{array}$	Supervisors, who will be of Technical personnel, who Laborers, who will be onsi	will be onsite 1 days per month; and
•		he Proposer's Officers and S	mplete the pages that follow at the end of upervisory Personnel, and attach resumes
•	who have expertise horticulture, or other	e in pesticide application r relevant fields of expertise	tly employ any other technical personnel herbicide application, arboriculture,  Yes X No If yes, please provide additional sheets if necessary):
	Name: David Dogge	ett	
	Position / Certification	ons: Horticulture Manager /	FL Pesticide Applicator's License
	Duties / Responsibili	ities: Overseeing Horticultur	al Chemical Application
	% of Time to Be Dec	dicated to This Project: 25	%
		erson's role in other project	
	Project Name/Locati	on: Central FL Tourism Ov	ersight District - Section 26 WD North Phase I
	Contact: Jessie Burn	Contact Phone:	321) 395 - 1590
	Project Type/Descrip	otion: Bed maintenance and	mowing along interstate

		detailing, bed maintenance, irrigation,
norticultural application	on, mulch replacement	
Dates Serviced: 2024	- Ongoing	
the work? Yes X N	s the Proposer intend to use a to For each subcontractor additional sheets if necessary):	any subcontractors in connection with r, please provide the following
Subcontractor Name	Enviro Tree Service	
Street Address 3202	Phils Ln	1
P. O. Box (if any)	NI/A	
City Apopka	State_FL	Zip Code 32712
Telephone <u>(407)</u> 574	- 6140 Fax no	o. <u>N/A</u>
1st Contact Name	Kyle Thornton	Title _Account Manage
2nd Contact Name	N/A	TitleN/A
Proposed Duties / Res	sponsibilities: Palm Pruning	
		ojects on behalf of the Proposer: sight District - Section 26 WD North Pha
Contact: Jessie Burns	201	
	tion: Bed maintenance and m	
Dollar Amount of Co	ntract: \$460,712.61	
Proposer's Scope of S	Services for Project: <u>Mowing</u> tion, mulch replacement	g, detailing, bed maintenance, irrigation,

• 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.

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

TOTAL YEARS OF RELATED EXPERIENCE	20	20	5				
YEARS OF EXPERIENCE IN PRESENT POSITION	10	2	1				
% OF TIME TO BE DEDICATED TO THIS PROJECT /# OF DAYS ON-SITE PER WEEK	25%/1 day per month	25%/1	25%/1				
OFFICE	Orlando, FL	Orlando, FL	Orlando, FL				
JOB RESPONSIBILITIES	Onsite Representative/ Point of Contact	Operational Oversight	Quality Control/Customer Satisfaction				
PRESENT	Regional Manager	Project Manager	Supervisor				
INDIVIDUAL'S NAME	Ezekiel Davis	Willie Simms	Victor Lopez				

### 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
	60" John Deere Zero Turn Mower	4	1733 Benbow Ct., Apopka, FL
	72" John Deere Zero Turn Mower	4	1733 Benbow Ct., Apopka, FL
	Stihl String Trimmer	4	1733 Benbow Ct., Apopka, FL
	Stihl Edger	4	1733 Benbow Ct., Apopka, FL
	Stihl Backpack Blower	4	1733 Benbow Ct., Apopka, FL
	Ford F-250 Truck	4	1733 Benbow Ct., Apopka, FL
	Izuzu Box Truck	4	1733 Benbow Ct., Apopka, FL
	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 in 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
	Wann Campanala Datailad Gama a CGamina for David Conference of the
	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,
	control weed control thatch removal irrigation etc.). The wind, we aming, occuliantendities,

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 maintenant
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

[s	this a current contract? Yes X No
D <sup>.</sup>	uration of contract: 2023 - Ongoing
(Ii	nformation regarding similar projects – continued)
Pı	oject Name/Location: Seaside
C	ontact: Angel Selvey Contact Phone: 850 - 231 - 1551
Pı	roject Type/Description: Common areas in residential community
D	ollar Amount of Contract: \$226,107
- H	ow was the project similar to this project? Contract consisted of common areas in a
	Florida residential community
cc	our Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest ontrol, weed control, thatch removal, irrigation, etc.):Mowing, detailing, bed maintenerigation, mulch replacement, fertilization, weed control
	ist of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, praying packs, small equipment
L	ist of subcontractors used: N/A
_	

(Information regarding	z similar projects – continued)				
Project Name/Location	:_Village of Baytowne Wharf				
Contact: Alan Mevers	Contact Phone: 850 - 259 - 3741				
Project Type/Descripti	on: Common areas in residential community				
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 area Florida residential community  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing control, weed control, thatch removal, irrigation, etc.): Mowing, detailing, bed					
How was the project si	milar to this project? Contract consisted of common areas in a				
	e, horticultural chemical application, mulch replacement				
spraying packs, small	d on site: Zero-turn mowers, stick edgers, backpack blowers, l equipment used: N/A				
Is this a current contra	ct? Yes X No				
Duration of contract: _	2022 - Ongoing				
Has the Proposer, or supervisor, etc.), been contract within the pas	any of its principals or supervisory personnel (e.g., owner, officer, of terminated from any landscape or irrigation installation or maintenances to 5 years? Yes No $\overline{X}$ For each such incident, please providing (attach additional sheets as needed):				
Project Name/Location	n: <u>N/A</u>				
Contact: N/A	Contact Phone: N/A				
Project Type/Descript	ion: N/A				
Dollar Amount of Con					

— Da	tes Serviced: N/A
Re	ason for Termination: N/A
Hc in	is the Proposer been cited by OSHA for any job site or company office/shop safety violat the past five years? Yes No $X$
If	yes, please describe each violation, fine, and resolution N/A
	hat is the Proposer's current worker compensation rating?
(10	s the Proposer experienced any worker injuries resulting in a worker losing more than ter  o) 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
fro	ease state whether or not the Proposer or any of its affiliates are presently barred or suspensing or contracting on any state, local, or federal contracts? es No $X$ If yes, please provide:
Τŀ	ne names of the entities N/A
Tł	ne state(s) where barred or suspended N/A
Tł	ne period(s) of debarment or suspension N/A
A]	so, please explain the basis for any bar or suspension:

List any and all governmental enforcement actions (e.g., any action taken to impose fines o penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer o 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/o 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 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:
<u>N/A</u>
Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer officers or principal members, shareholders or investors executed an assignment for the beneforceditors within the past 10 years? Yes () No (X) If yes, please explain:

Has the Propos officers or princ	er or any of its affi	liates (parents o	or subsidiaries)	), or any of i	the Propo
obligation (e.g.,	failing to pay subco	noiaers or inves ntractors or mate	erialmen) withi	n the past 10	years? Ye
obligation (e.g.,	failing to pay subco	notaers or inves ntractors or mate	erialmen) withi	n the past 10	years? Ye
obligation (e.g., No (X) If yes, pl	failing to pay subco	notaers or inves	erialmen) withi	n the past 10	years? Ye
obligation (e.g., No (X) If yes, pl	failing to pay subco	notaers or inves	erialmen) withi	n the past 10	years? Ye
obligation (e.g., No ( <u>X</u> ) If yes, pl	failing to pay subco	notaers or inves	erialmen) withi	n the past 10	yea:

### 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) 649 - 2427
Fax: (985) 649 - 2691
Contact: Scott Brewer
Email: absever@proteioconstituth.com

Property: Windward CDD

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

Phone:

Confact:

#	
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	Email:

	JAN	FEB	MAR	APRIL	MAY	NOC	JUL	AUG	SEP	DCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A) -	5,504	5,504	5,504	13,759	13,759	13,759	13,759	13,759	13,759	5,504	5,504	5,504	64.8539
TURF CARE (Component B)	374	761	5,882	888	495	2,309	37.1	374	495	5,535	816	371	stades
TREE/SHRUB CARE Includes OTC (Component C)			304		589		280			437		301	\$2709
IRRIGATION MAINT. (Component D)	846	846	846	546	846	846	846	846	846	846	8 8 8	846	\$10,167
ANNUAL CHANGES - (Component E.1) Per Annual Pricing: \$6:10 pinn)	7,317			7,317			7,317			7,317			250/2021
BED DRESSING - Estimate mulch yds (Component E.2) Per Yerd Pridnig \$86.87bey					17,940 Wülch Yös: 202						17,940 Mulch Yds:202		315,01
PALM TRIMMING 2x Per Year (Component E.3) Per Palm Price: \$46.67/promingbalm Palm exemts: 386 palms		18,480						18,480					distass
TOTAL FEET PER INDICTOR	\$14,05T	165.254	15,555	\$22,655	100,000	216,254	123.02	10,60	TANKAR	SCO, BES	333, (0)	17.021	\$240 SHS

Mowing/Detailing/Imigation/Fert and Pest **Essential Services** 

Annual Changes, Palm Pruning, Mulch Extra Services

TOTAL

### PROPOSAL FORM SIGNATURE PAGE

Under penalties of perjury under the laws of the State of Florida, I represent that I have authorit 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
COUNTY OF ST. Tannery
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of the physical presence or online notarization this the personally known to me or the who has produce as identification, and odid or odid not take the oath.  Notary Public, State or Florida  Print Name:  Commission No.:  My Commission Expires:  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:	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.)
  - 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 617

CRYST ON AND STATE OF THE PROPERTY OF THE PROP Notary Public S

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**Notary Stamp** 

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: <u>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?</u>

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

A4: Yes.

Q5: <u>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.</u>

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 vards.

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: <u>Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.</u>
- A14: This is defined in the Staffing section under General Services- Component "A" of the scope.
- Q15: <u>Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated?</u> 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: <u>Landscape Scope of Work.General Services.Detailing</u>: <u>Please define "high profile or focal areas"</u>.
- 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: <u>Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.</u>
- 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: <u>Landscape Scope of Work.General Services, Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.</u>
- 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: <u>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?</u>
- 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: <u>Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.</u>
  - 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: <u>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?</u>
- 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

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

# Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor occupational Safety and Health Administration Form approved OMB no. 1219-0179

Year 2019

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or ilinesses 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 sura you've added the entries from every page of the log. If you had no cases write "D,"

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entriety. They also have firmited 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 4	Total number of cases with job transfer or restriction 8	Total number of other recordable cases
(9)	(H)	6	(7)
Number of Days			
Total number of days away from		Total number of days of job transfer or restriction	
435 (K)	i	483 (L)	
Injury and Illness Types	Types		4
Total number of (M) (1) Injury (2) Skin Disorder	0 13	(4) Poisoning (5) Hearing Loss	00
(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 filts collection of Information is estimated to average 56 minutes per response, including time to review the instruction, search and galler the data needed, and complete and institute that 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, CSHA Office of Statistics, Room N-358-4, 200 Constitution Ave. NW, Wrashington, DC 20210. Do not send the completed forms to this office.

		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			336212)						of my knowledge the entites are true, accurate, and	HR Director Title	DEDENOTIFE
Establishment information	Your establishment name Rotolo Consultants, Inc. (RCI)	at 38001 Brownsvillage Rd	City Slidell Sales   Sales   City Slidell   City Sl	Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	OR North American Industrial Classification (NAICS), If known (e.g., 336212)	Employment information	Annual average number of employees 621	Total hours worked by all employees last year	Sign here	Knowingly falsifying this document may result in a fine.	I certify that I have examined this document and that to the bost of my knowledge the entries are true, accurate, and compiete.	Angelina Halstead Company executive	

# OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

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 "O,"

Employees former employees, and their representatives have the right to review the OSHA Poim 300 in its entirely. They also have limited access to the OSHA Form 301 or its equivalent. See 29 GFR 1904,35, in OSHA's Resordkeeping rule, for further details on the access provisions for these forms.

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Total number of deaths	(G) Number of Days	Total number of days away from work 68 (K)	Injury and Illness Types Total number of (M) (1) Injury	(2) Skin Disord (3) Respiratory

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 egather the detective of information unless it gather the detective of information unless it against the reader of information unless it displays a currently valid OMB control runnibut. If you have any comments about these settimates or any aspects of this data collection, contact. US Department of Labor, CSP40 Office of Statistics, Room N-3544, 200 Constitution Ave. NW, Westimaton, DC 20210. Do not send the compeled forms to his office.

		Zp									le entries are true, accurate, and	HR Director Title	1/30/2021 Date
Establishment information	Your establishment name Rotolo Consullants, Inc. (RCI)	City State State	Industry description (e.g., Manufacture of motor truck vallers) Lawn Maintenance and construction	Slandard Industrial Classification (SIC), if known (e.g., SIC 3715)	OR North American Industrial Classification (NAICS), if known (e.g., 336212)	Employment information	Annusi average number of employage 621	Total hours worked by all employees last year	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 Haistead Company executive	985.543.2427 Phone

### OSHA's Form 300A (Rev. 04/2004)

## Summ

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

Form approved OMB no. 1218-0176

U.S. Department of Labor Occupational Safety and Health Administration

Summary of Work-Related Injuries and Illnesses	then save your inputs using the free Adobe I	ee Adobe F
All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or llinesses occurred during the year.	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 enthies you made for each category. Then write the totals below, making sure you've added the entries from	ve added the entries from	
every page of the Log. If you had no cases, write "0."		Establis
Emoloyees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access	They also have limited access	
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otal number of days		Total number of days of job transfer or restriction	
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Total number of (M)	ю ::	(4) Poisonings	0
2) Skin disorders	0	(5) Hearing loss	0
3) Respiratory conditions	litions 0	(6) All other illnesses	0

Public reporting burden for this collection of information is estimated to everage 38 minutes per response, including time to review the instructions, search and geather the data meeded, and complete and review the reflection of information. Persons are not required to respond to the collection of information unites 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. Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Reset

	North American Industrial Classification (NAICS), if known (e.g., 336212)	Employment information (ff you don't have these figures, see the Worksheet on the next page to estimate,)	Annual average number of employees	Total hours worked by all employees last year	Sign here	Knowingly falsifying this document may result in a fine.
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# OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor

Year 2022

Occupational Safety and Health Administration Form approved OMB no. 1218-0178

> All establishments covered by Part 1904 must complete this Summary page, even if no injuries or ilinesses occumed duning 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 fotals below, making sure you've added the entries from every page of the log. If you had no cases write "O."

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 Recordisepting rule, for further details on the access provisions for these forms.

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction 1	Total number of other recordable cases
(9)	Ð,	(0)	(C)
Number of Days			
Total number of days away from		Total number of days of job transfer or restriction	
180 (K)		35	72
Injury and Illness Types	ypes		
Total number of			
(1) Injury (2) Skin Disorder	0 0	(4) Polsoning (5) Hearing Loss	00
(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 reprofing burden for this criterion of information is estimated to average 89 minutes per response, inducing time to review the instruction, scentch and gather the data medect, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it despires a currently wild OMB control number. If you have any comments about these estimates or any aspects of this data collection contact. US Department of Labort, OSHA Office of Statistics, Room N-3544, 200 Constitution Ave, NW, Weathington, DO 20210. Do not send the completed forms to this office.

Your establishment name Rololo Consultants, Inc. (RCI) Street 38001 Brownsvillage Rd City Sideli,Memphis,Florida,Mississppl,Alabama,Texas State LA,TN,MS,AL,TX Zip	
LA,TN,MS,AL,TX	
	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., 338212)	
Employment information	
Annual average number of employees	
Total hours worked by all employees last 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.	rate, and
Ady Ferrandez Salery Caday Ferrandez	Safety Director Title
985-643-2427	1/25/2023

## OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Year 2023 W.S. Department of Labor Decupational States and Health Administration Form approved OMB no. (218-2178

All establishments covered by Part 1904 must complete this Summary page, even if no infurtes or ilinesses occurred during the year. Ramember 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 'D.'

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entitlety. 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.

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction 0	Total number of other recordable cases
(9)	(H)	8	(?)
Number of Days			
Total number of days away from		Total number of days of job transfer or restriction	
180 (K)	10	(C)	
Injury and Illness Types	lypes		
Total number of (M)	*	Acionatica (A)	c
(1) Injury (2) Skin Disorder (3) Presimber	-0	(5) Hearing Loss	0
(s) Respiratory Condition	C	(R) All Other Illnesses	c

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for bits calcustion of information is estimated to are range 59 minutes per response, including time to review the historicion, search and gallar the data needed, and complete and review the calcustion of information. Paresons are not required to trespond to the collection of information unless it deplays as extremity wild OMB control number. If you have any comments about hisse estimates or any aspects of this data collection, contained. US Department of Labor, OSHA Office of Statistics, Room N-3544, 200 Constitution Ava, MW, Weshinpton, DO 20210. Do not send the completed forms to this office.

Establishment information	
Your establishment name Rotolo Consultants, Inc. (RCI)	
Street 38001 Brownsvillage Rd  City Sildell,Memphis,Florida,Missasppl,Alabama,Texas State  LA,TN,MS,AL,TX	zp 70460
Industry description (e.g., Manufacture of motor fruck 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)	
Employment Information	
Annual average number of employees 1033	
Total hours worked by all employees last 1,994,891	
Sign here Eddy Fernandey	
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I certify that I have examined this document and that to the best of my knowledge the entires are true, accurate, and compiete.	true, accurate, and
Cady Fernandez Company executive	Safety Director
985-643-2427	1/25/2024
Phone	Date

## SECTION E

Uniting partners through exceptional landscape services



# UNITED Land Services

**Winward Community Development District** 



## **Winward Community Development District**

## Proposal For Landscape & Irrigation Maintenance

June 6th, 2024
Pricing Valid for 90 Days Upon Receipt



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  $^{\rm TM}$  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



## Company History and Services



## Company History

#### Field Support Office

12276 San Jose Blvd Jacksonville, FL 32223 (904) 829-9255

## Total Number of Employees 1400+

#### **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.

#### 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

Atlanta

Georgia
 Savannah











## **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.



## 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.



## **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.



## Hurricane Preparedness

#### Plan of Action

United Land Services is able and ready to handle any and all necessary storm cleanup related work. We ldress the cleanup & remediation process in a three phase approach to get customers back online quickly

#### Phase I

- 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",





## 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.

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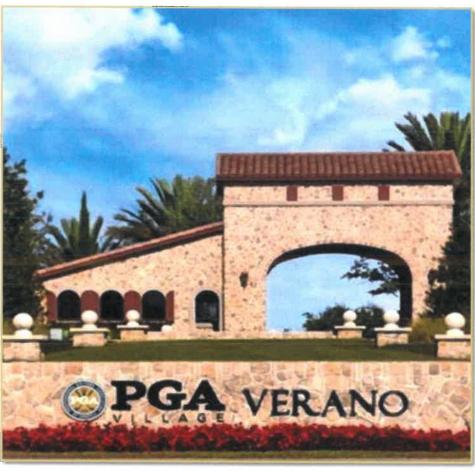
## **Exclusive Partnerships**

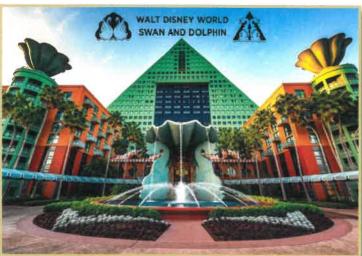


## Exclusive Partnership













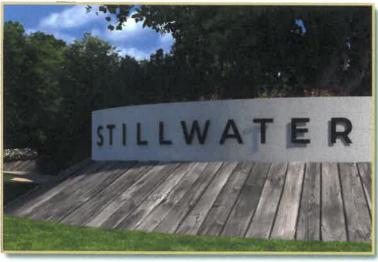
## Exclusive Partnership











#### **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, FI 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: <a href="mailto:cparkhurst@lelandmanagement.com">cparkhurst@lelandmanagement.com</a>

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.



Name: Shelley Kaercher

Email: <u>shelleykaercher@forestar.com</u>

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, FI 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** 

Christopher J. Gardner

President



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.

noerely,

Agel Montagna

Vide 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



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

C.A.M.

Vesta Property Services 5950 NW 1<sup>st</sup> Place Gainesville, FL 32607 352-331-9988

essica Felver

longleaf@vestapropertyservices.com



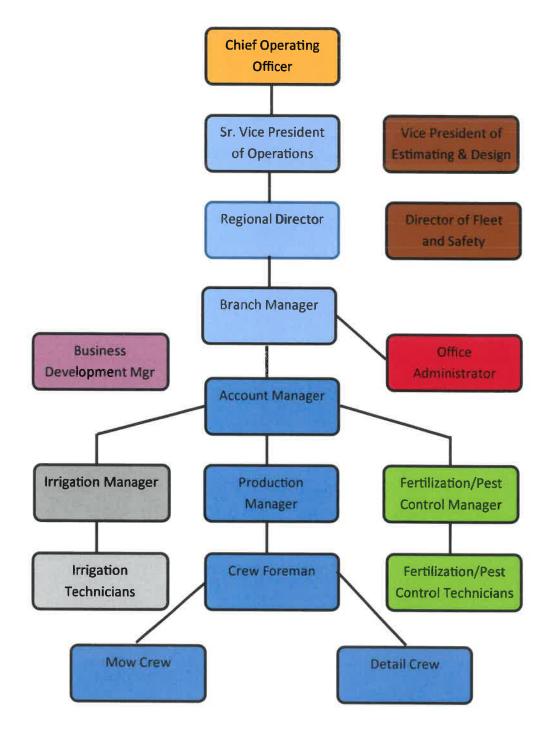
## **Key Management and Personnel**



### 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**

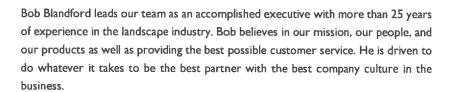
#### Meet Your Leadership Team

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.

-Jason Ackman Regional Vice President
Oversees all landscape maintenance and installation for the central Florida regions.
Brett Perez  Regional Director
Oversees all United Operations in the Region and Offers Assistance to Local Branches.
John Borland  Branch Manager
Leads all maintenance operation teams out of the Orlando South / Reunion Branch.
-Carlon Harrison -Onsite Management for all crews and primary point of contact for the property.
-Chris Marquess -Works with the district to ensure a smooth onboarding process and secured partnerships.
-Tom Enright -Develops a comprehensive safety plan company wide. Provides capitol resources for all branches.

## **Bob Blandford**

#### Chief Executive Officer





#### **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

I 2276 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



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

I 2276 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

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



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-
- 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

#### **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
- Instructing field crews on season specific work such as fall pruning, fertilizations, weed treatments, mulching, etc.

Buckhorn Springs Golf and Country Club -Golf Course Superintendent

#### 2015-2021

#### Yellowstone Landscape -Branch Manager

#### 2013-2015

Austin Outdoor -Branch Manager

2010-2012

#### 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



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



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 longterm 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



## **Development Strategy**



## 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 I (Days I-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.





# 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.





# **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
  - o Mowing is to be completed in a weekly day schedule
  - o The property will be broken into 4 equal sections to complete the detail on a monthly basis.
  - o 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 Ix 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	000	Oversees all operations for company Jacksonville, FL	ny Jacksonville, FL
Tatiana Kurtiyakova	VP Accounting/ Registered Agent	nt 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	000	Oversees all operations for company Jacksonville, FL	any Jacksonville, FL
Tatiana Kurtiyakova	/P Accounting/ Registered Agent	ent Oversees AP/AR Departments	Jacksonville, FL

# SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

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PROPOSER: Florida ULS Operating, LLC dba United Land Services, LLC

DATE: 5.29.24

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TOTAL YEARS OF RELATED EXPERIENCE	10 Years	27 years	14 years	10 years	15 years			
YEARS OF EXPERIENCE IN PRESENT POSITION	3 years	7 year	5 years	2 years	k 3 years			
% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	10%/ Quarterly	20%/ 1 day a month	30%/ 1 day bi weekly	40% / 1 day a week	65% / 2 days a week			
OFFICE	Jacksonville, Fl	Orlando, FL la	Orlando, FL	Orlando, FL	Orlando, Fl			
JOB RESPONSIBILITIES	oversees operations	overs sees regional operations for North Florida	oversees maintenance operations for Orlando	Oversees Branch Operations	Oversees crew on property			
PRESENT	VP	Regional VP	Regional MGR	Branch Manager	Account Manager Oversees			
INDIVIDUAL'S NAME	Donnie Cope	Jason Ackman	Brett Perez	John Borland	Josh Benton			

# 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

# 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

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 irrigate for the common areas of the CDD  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, 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	undertaken, or undertaken in the p well. Attach additional sheets if nec	past five years. The projects must include irrigation maintenan cessary.
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 irrigat for the common areas of the CDD  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, 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	Project Name/Location: Easton P	ark CDD
Project Type/Description:CDD Landscape Maintenance		
How was the project similar to this project?Landscape maintenance, agronomics and irrigate for the common areas of the CDD  Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, 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:		
Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, 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:	Dollar Amount of Contract: 155,00	00
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:		
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		
fertilization of turf, palms and shrubs, trimming and pruning, irrigation checks and repairs  List of equipment used on site:		
List of equipment used on site: mowers, 2 cycles , trimmers, edgers , back back blowers, irrigation van, agronomics sprayer		
irrigation van, agronomics sprayer	- contaction of turn, pulled and are	rabs, and repairs
irrigation van, agronomics sprayer		
irrigation van, agronomics sprayer	List of equipment used on site:	mowers, 2 cycles , trimmers, edgers , back back blowers,
List of subcontractors used:none	• •	r
	List of subcontractors used:none	2
Is this a current contract? Yes X No	Is this a current contract? Yes X	No
<del></del>		
Duration of contract:2023-current	Duration of contract:	ziit.

Please provide the following information for each project that is similar to this project, currently

(Information regarding similar	projects – continued)
Project Name/Location: Harr	mony West CDD
	Contact Phone:shelleykaercher@forestar.com
Project Type/Description: CDI	D Landscape Maintenance
Dollar Amount of Contract: <u>5</u>	
How was the project similar to	this project?
Landscape Maintenance, Irri	gation and agronomics for the CDD, HOA and Clubhouse.
Your Company's Detailed Scop	e of Services for Project (i.e. fertilization, mowing, pest control, weed
control, thatch removal, irrigat	tion, etc.):
	ng, edging, detailing, fertilization of turf, palms and shrubs, trimming ar
pruning, irrigation checks an	d 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- c	untent

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(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 <u>x</u> No
Duration of contract: 2023 - present

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 hor
for entire community.
List of equipment used on site:48", 60" and 72" mowers, edgers, trimmers, back blowers,
List of equipment used on site: 48", 60" and 72" mowers, edgers, trimmers, back back blowers, lrrigation van, boom sprayer, agronomics sprayer, trucks and trailers
Irrigation van , boom sprayer , agronomics sprayer, trucks and trailers
Irrigation van , boom sprayer , agronomics sprayer, trucks and trailers  List of subcontractors used: _none

e p	las the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or superv tc.), been terminated from any landscape or irrigation installation or maintenance contract within ast 5 years? Yes <u>X</u> No <u>For</u> each such incident, please provide the following informa attach additional sheets as needed):
Р	roject Name/Location:Luxe 1820 Brandon
C	ontact: Tristan Cabrera Contact Phone: email: Tcabrera@alapts.com
P	roject Type/Description: High-end Apartment Complex
	ollar Amount of Contract: \$65,000
S _	cope of Services for Project: Iandscape and irrigation maintenance. Fertilization and pest control program. Mulch, Palm Pruning, Annual Installation.
	rates Serviced:May 2021- May 2024
R	eason for Termination: Property wanted to decrease budget, competitor undercut proposed budget.
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	yes, please describe each violation, fine, and resolution
V	Vhat is the Proposer's current worker compensation rating?79
	as the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) orking days as a result of the injury in the past five years? Yes X No
lf	yes, please describe each incident 2024- 1. Employee suffered back injury during tree removes
_	2023- 1. Employee suffered groin injury due to lifting. 2. Employee suffered back injury unloading
p	lease state whether or not the Proposer or any of its affiliates are presently barred or suspended for roposing or contracting on any state, local, or federal contracts? Yes NoX
Т	he names of the entities
Т	he state(s) where barred or suspended
Т	he period(s) of debarment or suspension
Α	lso, please explain the basis for any bar or suspension:
_	
li re	ist any and all governmental enforcement actions (e.g., any action taken to impose fines or penalt censure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals elating to the work of the Proposer or its principals, in the last five (5) years. Please describe ature of the action, the Proposer's role in the action, and the status and/or resolution of the action.
_	11) U

•	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

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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			Trail	Trailing Twelve Months	92
	2/29/2024 Actual	2/29/2024 Budget	2/28/2023 Prior	Variance F/(U) Budget	(U) Priar	2/29/2024 Actual	2/29/2024 Budget	2/28/2023 Prior	Variance F/(U) Budget	r(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	226,816	167,380	59,237
% Nel Sales to Gross Revenue	100.0%	100.036	100.0%			100.096	100.0%	100.0%			90.8%	100.2%	35.4%
Direct Labor	3,918	4,189	3,429	271	(489)	7,568	8,335	6,797	797	(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)	(9)	23,550	19,219	(4,332)
Diffect Material	5,924	5,5/8	134	(346)	934	11,396	11,230	13,282	(166)	1,886	69,675	61,214	(8,460)
Total COGS	12,105	11,134	12,314	(176)	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)
Total Indirect COGS	3,453	3,523	2,440	70 (2)	(1,013)	7,227	7,296	4,844	(8)	(2,383)	40,163	1,253	(15,026)
Gross Profft	3 703	3.477	4.731	316	(938)	7.148	8.850	8.355	498	(4.202)	38.930	28.419	19.511
% Gross Profit to Sales	19.6%	19.2%	24.3%			18.9%	18.3%	22.3%		( in the last	17.2%	15.8%	
1000	6	0	6	(00)	9	000	Ę	2.50	100	146.43	reu e	400	13.5
Administrative Salaries	1,236	1,127	1,127	(39)	(110)	2,569	2.356	2.360	(213)	(209)	14,859	7.872	(6,987)
Rent	225	194	164	(31)	(09)	444	388	329	(56)	(115)	2,256	1,187	(1,070)
Professional Fees	40	38	19	(2)	(21)	82	2/6	34	(9)	(48)	272	229	(43)
Technology Expenses	99	62	62	(2)	(5)	132	123	112	(6)	(20)	825	439	(386)
Offiel God SG&A Depreciation	342	322	200	(8)	(12)	103	040 C 450	T'nna	(38)	326	4,761 531	374	(1,514)
Regional Allocation		7.	129	(a) ,	129	707	3	221	(77)	221	137	221	84
Total SG&A	2,181	1,967	2,216	(214)	32	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%	966.9	
Amortization	729	466	356	(263)	(373)	1,430	932	069	(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	9	(0)	(9)	E	(12)	59	(O)	(12)	(59)	[[]	(312)	32	344
Mar/BOD Fees	162	30	191	(147)	(2) (2)	133	133	1,0/2	(4/0)	050	8,643 700	4,316 800	(4,327)
Tax Expense	8	23		23			46	2	46		143	2	(137)
Net Income	(892)	151	1,365	(843)	(2,058)	(2,080)	(120)	873	(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	069	(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	ın	(137)
EBITDA	2,117	2,313	2,825	(196)	(708)	3,702	4,205	3,767	(203)	(82)	12,922	11,007	1,914
% EBITDA 10 Sales	10.9%	12.6%	14.5%			9,8%	11.6%	10.0%			5.7%	6.6%	
Mgt/BOD Fees	67	49	20	0	(17)	133	133	100	0	(33)	700	009	(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 FRITDA	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%	9.5.9	

#### 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)	
Total Equity	2,148	15,808	16,046	(13,660)	(19,159)
Total Liabilities and Shareholder's Equity	154 000	D4 220	94 204		70.044
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

	2/29/2024	2/29/2024	2/28/2023	Variance F/(U)	2011	DC02/50/2	2000/00/0	0/00/00/00	The state of the	em n	A deposit of the		
					10)	E 601 EVEN	2/23/2024	2/26/2023	Variance F/(U)	(n)/-	2/29/2024	2/28/2023	Var F/(U)
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior	Actual	Prior	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)	(9)	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)
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)
;	1			;	1								
Ulrect Margin to Sales	37.4%	38.6%	36.8%	246	0.64%	38.1%	38.5%	35,2%	429	1,1/5	79,094 34.9%	30.8%	27,538
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)
Other Indirect Costs	103	101	70	(2)	(214)	1,507	198	202	ET (3)	(7.26)	8,677	1,253	(4,518)
Total Indirect COGS	3,453	3,523	2,440	7.0	(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	8.650	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%	
Colling Evnencee	50	100	192	(30)	rool	400	7.2.6	244	1041	110.47	0 604	4 400	(4110)
Jenning Expenses Administrative Salaries	1 236	1 197	1 197	(33)	(36)	408	377	244	(31)	(506)	14 859	7,872	(T,110) (R 987)
Rent	225	194	164	(31)	(09)	444	3000	329	(56)	(115)	2,256	1,187	(1,070)
Professional Fees	40	38	19	(2)	(21)	82	76	34	(9)	(48)	272	229	(43)
Technology Expenses	99	62	62	(2)	(2)	132	123	112	(6)	(20)	825	439	(386)
Other G&A	342	322	553	(21)	211	683	645	1,009	(38)	326	4,781	3,167	(1,614)
See Depreciation Regional Allocation	To	A .	129	8	129	707	£ .	221	(17)	(ZB) 221	137	3/4	(158) 84
Total SG&A	2,181	1,967	2,216	(214)	89	4,420	4,051	4,383	(696)	(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	1.812	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%	6.3%	12.9%			7.2%	7.2%	10.6%	i		5.6%	6.9%	
Amortization	729	466	356	(263)	(373)	1,430	932	690	(498)	(740)	6,915	3,890	(3,025)
Non-On (Income)/Expense	025,1 6	8 6	(6)	(295)	(12)	2,044	T,336	1,143	(T,108)	(1,433)	(312)	4,782	344
Non-Recurring	182	36	181	(147)	(2)	542	71	1,072	(470)	530	8,643	4,316	(4,327)
Mgt/BOD Fees	49	67	20	0	(17)	133	133	100	0	(33)	700	009	(100)
Tax Expense	9	23		23			46		46	41	143	ιn	(137)
Net Income	(692)	151	1,365	(843)	(2,058)	(2,080)	(120)	973	(1,980)	(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	956	103	(754)	9,208	4,432	(4,775)
Amortization	729	466	356	(263)	(373)	1,430	932	069	(498)	(740)	6,915	3,890	(3,025)
Interest	1,320	768	269	(552)	(750)	2,644	1,536	1,149	(1,108)	(1,495)	12,687	4,782	(7,905)
IdAes		62		57			40		04		143	0	(797)
EBITDA	2,117	2,313	2,825	(196)	(208)	3,702	4,205	3,767	(203)	(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	29	87	20	0	(17)	133	133	100	0	(33)	700	900	(100)
Pro-rorma Adjustment Other Non-Recurring	182	36	181	(147)	(2)	542	7.1	1,072	(470)	530	8,643	4,316	(4,327)
		97	200	9	1	į		900 7	ŝ		90	1	3
Adjusted Ebil DA	2,366	2,416	900'6	(49)	(980)	4,377	4,410	4,838	(33)	(295)	22,265	15,924	6,341

United Land Services
Consolidated Income Statement - Pro-Forma
Colling TTMUnited Land Services
For the Period Ended February 29, 2024

	February	March	April	May	hune	Mul	Aupuet	Sentember	October	November	December	lanian	Fehrian	ML
	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2024	2024	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Artual	Actual	Actual
Not Boughto	10.485	958.00	100	19 048	10 444	90	40 000	17 45	900	10 401	10101	90	900 00	200 000
% Net Sales to Gross Revenue	300.096	100.096	100.096	100.0%	100.0%	300.096	100.096	100.095	100.0%	200.046	100.096	100.0%	100.0%	100.0%
Directo	0 420	0.4	4 000	NC3 N	OC P	100	E	1201		0	c c		e e	1
Direct Subcontractor Costs	1,893	1.870	1.625	1 871	1,266	1,34/	977.6	4,007	1 701	1 994	3,423	1,026	3,910	27,775
Direct Material	6.858	7.211	5,083	6.329	5,601	5,533	5,510	4671	6.085	F, 170	5 285	5,473	1,001 1,004	60,675
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
	7	i i	r T				į				į		;	;
Direct Margin	1/1'/	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
96 Lifect Margin to Sales	36.8%	35.7%	35.8%	32.3%	35,0%	32.8%	28.9%	32.4%	34.8%	38.496	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	200	912	763	788	851	818	897	710	8,677
Other Indirect Costs	70	118	123	145	170	(272)	69	7.1	(8)	189	113	86	103	849
Total Indirect CDGS	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	3,050	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%
	6	0	900	400	6	F	9	,	000	***************************************		403	***************************************	
Selling Expenses Administrative Salariae	1197	1 928	1340	1 490	1 216	1000	192	184	202	1221	185	18/	221	2,524
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	20	58	80	73	69	90	75	24	65	73	99	99	825
Other G&A	553	581	593	426	360	345	366	351	313	300	463	341	342	4,781
SG&A Depreciation	39	38	32	39	41	42	43	43	48	48	49	51	51	531
Regional Allocation	129	137	100.0		0.440		and e		4 000	4				137
Total Susan	2,216	/66,2	2,36/	7,907	2,148	2,042	1,6/5	Light.	Bos'T	c62,2	2,177	2,239	2,181	26,184
W SISSA ID SAVES	11.4%	12.4%	33.2%	13.2%	11.546	11.0%	86.5%	10.7%	10.4%	11.5%	12.0%	12.2%	11.3%	71.6%
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
96 Operating income to Sales	12.9%	10.1%	7,8%	2.9%	6.8%	6.2%	1.8%	1.4%	5.4%	6.6%	4.4%	6.1%	8.3%	5.6%
	6	6	0	į į	ļ	į	;		i		,	i	i	•
Amontization	356	356	358	767	407	1 206	425	1 100	1 304	1 900	1,717	701	1 230	6,915
Non-Op (Income)/Expense	(9)	11	(2)	15	(41)	(86)	(22)	(20)	(37)	(149)	(40)	53	9	(312)
Nan-Recurring	181	586	766	273	2,430	662	678	1,914	(297)	490	591	359	182	8,643
Mgt/BOD Fees	90	90	20	90	50	20	20	29	29	29	29	29	67	200
Тах Ехрепѕе			0						143		0	+1		143
Net income	1,365	347	(357)	(928)	(2,401)	(1,108)	(1,681)	(3,333)	(720)	(883)	(2.745)	(1.388)	(692)	(16.031)
% Net Income to Sales	2.0%	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	280	623	714	742	929	COM	0	goa	7.98	970	POL	900
Amortization	356	356	368	407	407	425	425	ach.	470	ATA	1 747	704	107	0,200
Interest	999	727	805	767	633	1.206	902	1.198	1.394	1.399	1,712	1.324	1.320	12.687
Taxes		-	0		ж				143		0	(6)	(9)	143
														0
EBIIDA	2,825	1,913	1,175	848	(848)	1,265	109	(803)	2,133	1,780	1,051	1,585	2,117	12,922
% EBITDA to Sales	14.5%	96.29 96.29	6.5%	4.5%	-3.5%	6.8%	3,0%	-5.2%	11.2%	2. E. S. J. S.	5.6%	8.6%	10.9%	5.7%
Mgt/BOD Fees	20	20	20	20	20	20	20	29	29	67	49	29	49	700
Pro-forma Adjustment Other Mon-Recurring	, 181	- 2	788	273	2 430	887	1) 8	11 2	(700)	- 6	102	) K	2	* 6
Simple Property of the Propert	101	960	8	6/3	0047	700	0.00	1,011	(767)	ne#	160	600	797	240,0
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%	996.0	10.7%	6.7%	6.2%	10.0%	12.0%	9.495	10.9%	12.2%	9.8% 6

#### **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
		,			. 2,012



# Reporting



# Closing the Communication Gap

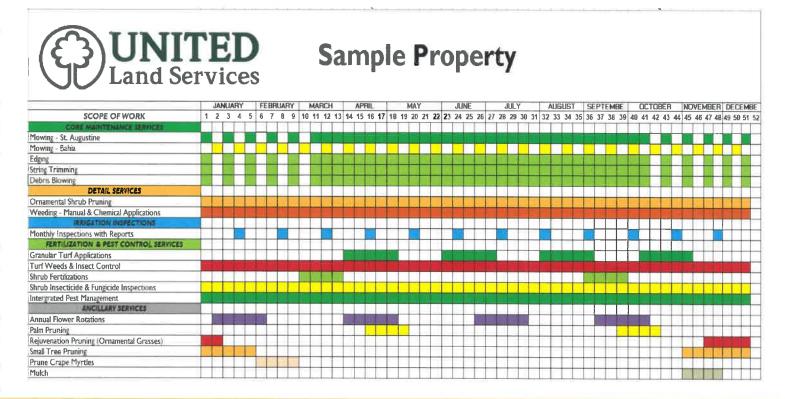
Alignment, Execution & Building Partnerships



#### Agronomics and Irrigation Inspection Reports

Job Name: Job %: Date: Turt Application? Ornativental Application?	Scheduled Application? Service Gall?	Branch Location Tech Name: ID Card:		<b>UNITED</b> Land Services
	THE APPLEATER BETTERNING			C APPLICATION DESCRIPTION
PENTERNIEM	MEED CONTROX.	Descripe & Medica	FERTILIZATION	CHILAGE & BRIGHT
Liquier7 Granelor7	Liquid? Nortriplate (Asec):	Lapoid* Grantotar?	Grander?	Liquist7 Branu6st7
1) Prinded	1) Preshed	5) Product		
Applications Rate (th/1600)  2) Proclact Application Rate (th/1600)	2) Product 2) Product Grander?	Target Peat	Paters Paretr All Selected	Palmi Parez
	Preferance		Rate AL 7800F	E) Product.
3) Predict Applicator Res Str18001	Shrbinde Unset	Tarpat Past	a Product	III Product
	2) Product		Rute (6.1009)	Escapt Post
Arms Treated	direct, Treated,	Prested.	home Frented:	Areas Treeled
	4			

#### Yearly Service Calendar Guideline

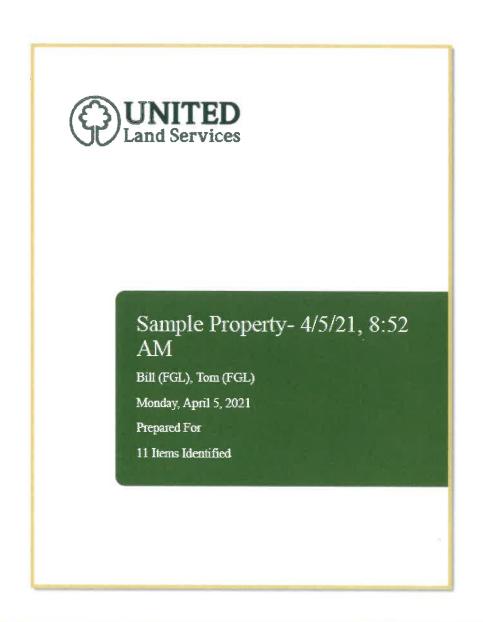




# Closing the Communication Gap

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.





**SAMPLE** 

# Closing the Communication Gap

### Alignment, Execution & Building Partnerships





Issue I
Selectively remove tall stalks on White BOP in a sectional manor.
Removals tagged with orange tape



Issue 2 Remove Mags on Cody Chase



Issue 5 Queen Palm on 46A dead from Ganoderma



Issue 3

Declining Washingtonian on Cody Chase



Issue 6
Possible irrigation issue on Podocarpus along 46A units



Issue 4 Remove staking kit



Issue 7 Replace declining Pittisporum with surf



Issue 8
Proposal for method to attach Jasmine to columns / pergola



# Work Order Software

Accountability, Communication and Productivity

United Land Services Work Order System Powered by:



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

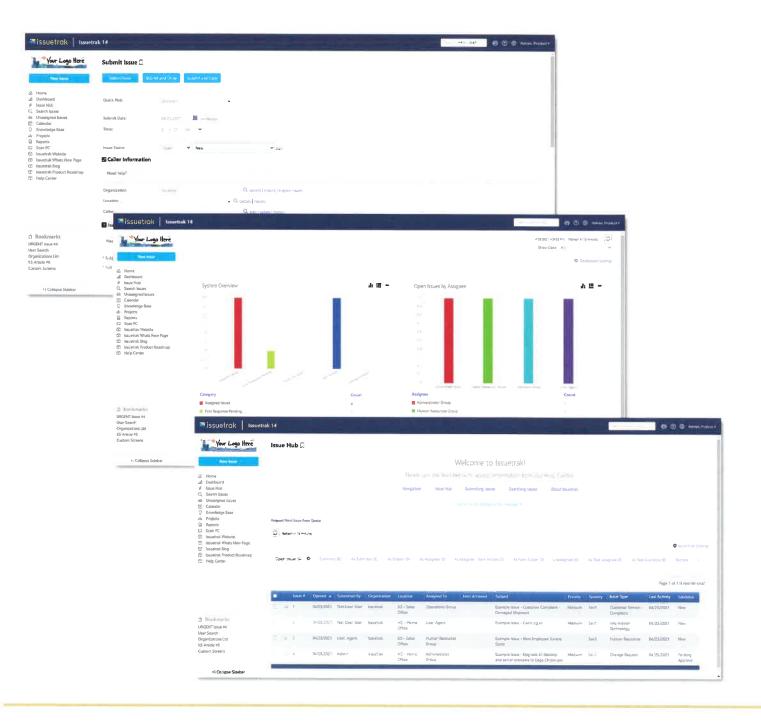


# Work Order Software

Alignment, Execution & Building Partnerships

United Land Services Work Order System Powered by:







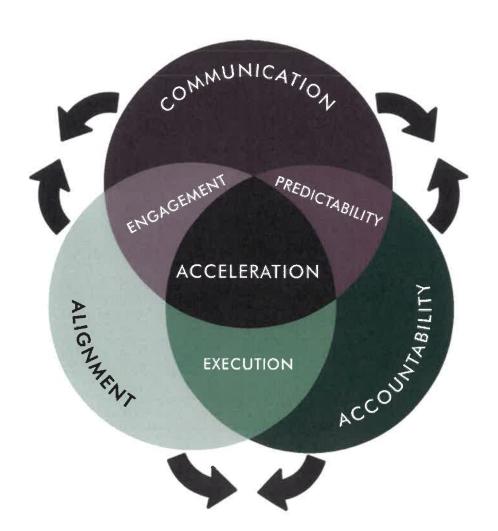
# Closing the Communication Gap

#### 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.





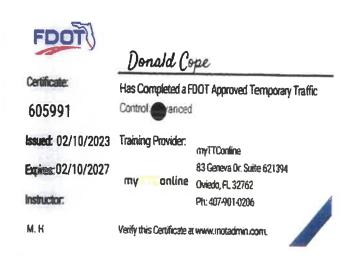
# Certifications



# Certification

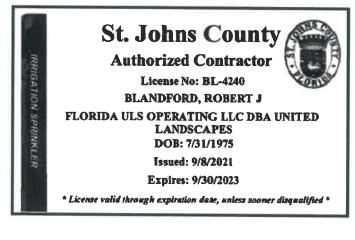
#### Your Agronomics and Irrigation Specialists















# Certification

Your Agronomics and Irrigation Specialists



The Florida Nursery, Growers & Landscape Association

Sandra Benton

C00236

The Title of FNGLA Certified Landscape Contractor (FCLC)

Expiration Date: 12/31/2024 certified Since: 11/02/2002



The Florida Nursery, Growers & Landscape Association

**Keely Haverland** 

The Title of

FNGLA Certified Horticulture Professional (FCHP)

Date: 11/21/2019

Merry Mott, FNGLA

Director of Industry Certifications



# Certification

#### Your Agronomics and Irrigation Specialists

Forms W-9 (Fig., October 2018) Deposites and of the Trees Internal Research Staries	Identification Nun	for Taxpayer  nber and Certification  instructions and the latest information.	Give Form to the requester, Do not send to the IRS.
1 Name (i.s.:	thann on your income tex miture). Name is required on this lin	wede not been this the Manis.	
Florida UL	5 Operating LLC		
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SANTHOSHC

DATE (MM/DD/YYYY) 3/26/2024

## ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

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).

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#### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY New York-Alliant Ins Svc Inc		NAMED INSURED United Land Services Operating LLC 12276 San Jose Blvd	
POLICY NUMBER SEE PAGE 1		Suite 747 Jacksonville, FL 32223	
CARRIER	NAIC CODE		
SEE PAGE 1	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.



# 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

1

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  $\frac{1}{2}$ " 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".

Addendum #1 Windward CDD RFP 2024 Landscape Maintenance Services

June 7, 2024

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

A4: Yes.

- Q5: <u>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.</u>
  - 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: <u>Scope of Services.Clarification.5</u>: 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: <u>Scope of Services.Clarification.5</u>: Are bag rolls or bag boxes preferred for dog stations? <u>Which size for each?</u>
- 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: <u>Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.</u>
- A14: This is defined in the Staffing section under General Services- Component "A" of the scope.
- Q15: <u>Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing:</u> Are all pond <u>areas unirrigated?</u> Is there any other unirrigated turf on the site outside of pond areas and <u>banks?</u>
  - 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: <u>Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal areas".</u>
- 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.

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

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

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: <u>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?</u>

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

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: <u>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?</u>

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?

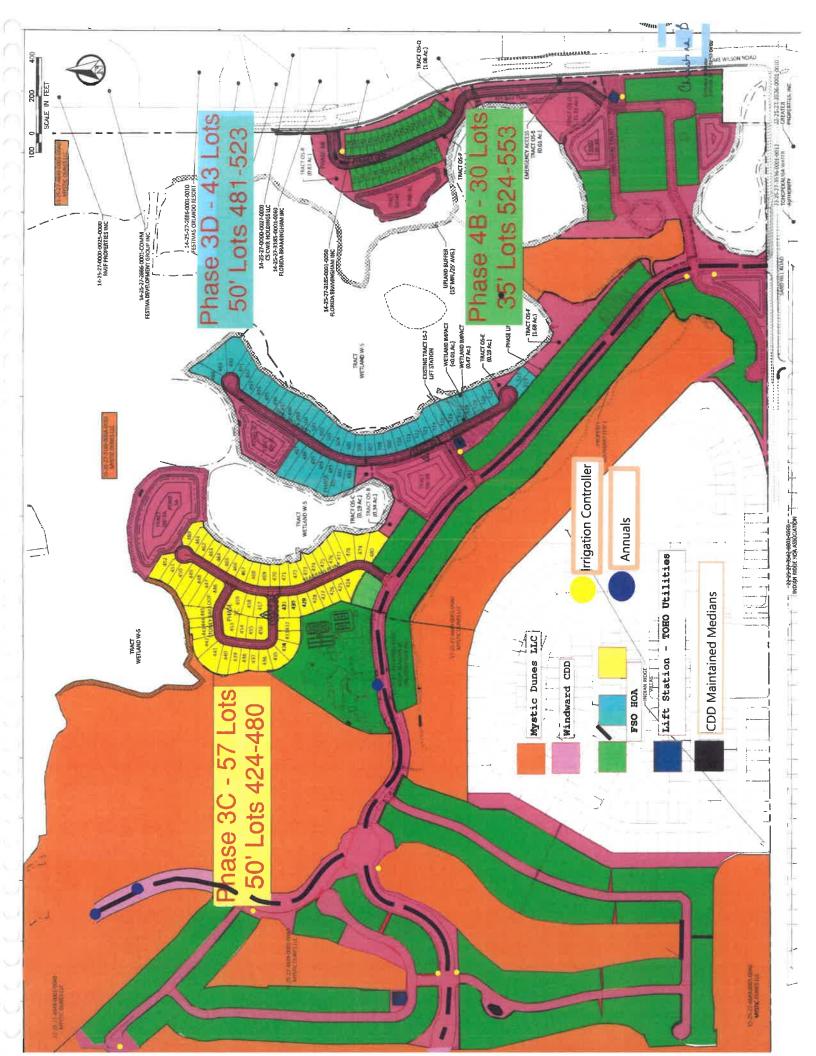
A29: No. Please provide a fee summary for the first year and list the additional years inside the bid packet where allocated.

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

NAME OF FIRM	
NAME OF FIRM:	
United Land Services	
SIGNATURE:	
Chris Marquess	
DATE:6/11/24	

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





# **Your Investment**

confractor: United Land Services

Address: 6386 Beth Rd, Orlando FL

Phone: 407-515-5262

Contact: Chris Marquess Emall: cmarquess@unitedlandservices.com

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

Property: Winward CDD

Phone:

Contact: Email:

	JAN	FEB	MAR	APRIL	MAY	NUC	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	000'98		\$2,157			\$2,157			\$2,157	\$6,000		\$20,628
IRRIGATION MAINT.													
(Component D)													H
	\$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			\$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			548,314
TOTAL FEE PER MONTH:	\$21,683	\$26,306	\$16,525	\$25,462	\$58,100	\$20,305	\$21,682	\$20,305	\$16,625	\$49,619	\$39,926	\$16,626	\$332,942
							1						

Essential Services	2002 800
Mowing/Detailing/Irrigation/Fert and Pest	3501,050

777 200	runing, Mulch
Extra Services	Annual Changes, Palm P

	12,942
	830
TOTAL	

## 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 day of	June , 2024.
	Sell
	Proposer:
	By: JASON CHAZ
- 1	Title: TREMSHALL
STATE OF Floods	
COUNTY OF Dag	
The foregoing instrument was sw	yorn to (or affirmed) and subscribed before me by means of a physical
presence or O online notarization this 11	day of June , 2024, by Tosen Lemb of
Fletch ULS operating, who is the	personally known to me or  who has produced
J	as identification, and \( \square\) did or \( \square\) did not take the oath.
	12.1.11
	my blue
KEELY RENEE HAVERLAND	Notary Public, State of Florida
Notary Public - State of Florida	Print Name: Keely Haverland
Commission # HH 025362	Commission No.: 4H U25362
My Comm. Expires Jul 29, 2024 Bonded through National Notary Assn.	My Commission Expires: 07/29/24
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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).  $(210,000/265,000) \times 25 = 19.81$ , 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).  $(210,000/425,000) \times 25 = 12.35$ , 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

COUNTY OF	
	authority, appeared the affiant, Jason Lamb, and personal knowledge, deposes and states:
contained herein. I serve in the	B) years of age and competent to testify as to the matters capacity of _CFO forUnited Land_ake this Affidavit Regarding Proposal on behalf of Proposer.
("Proposal") provided in response ("District") request for proposals for information provided therein is full a intentional inclusion of false, decept include full and complete answers, ma	eparation of, and have reviewed, the Proposer's proposal to the Windward Community Development District's landscape and irrigation maintenance services. All of the and complete, and truthful and accurate. I understand that tive or fraudulent statements, or the intentional failure to ay constitute fraud; and, that the District may consider such constitute good cause for rejection of the proposal.
3. I do hereby certify t participated in collusion or proposal ri	hat the Proposer has not, either directly or indirectly, gging.
information for ninety (90) days from	through submission of the Proposal to honor all pricing the opening of the proposals, and if awarded the contract on and execute the contract in the form included in the Project
	edges the receipt of the complete Project Manual as provided e Project Manual's Table of Contents, as well as the receipt
Addendum No#1	dated
Addendum No	dated
Addendum No	dated
Addendum No	dated
6. By signing below, the	e 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

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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.		
				oposer:		80	>	
			By	le:	2027	13 MROK		
STATE OF Flo			4.10					
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Notar Cor My Cor	ELY RENEE HAVEI y Public - State o nmission # HH 0 mm. Expires Jul rugh National No	of Florida 25362 29 2024	Pri Co	nt Name:_ mmission :	No.: LIL	Florida Haven lan (125362 es: 07/20		

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#### 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)

		Windward Co	mmunity Development District	
FROM:United Land Services(Proposer)	<b>1</b> :	United Land Ser		

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 REPRESE	NTING United Land Services  or agree to furnish the services required in the
	specifications at the following price	
I.	Contract Proposal Amount: (Please provide an average of all five years of pricing)	\$ <u>353,527</u>
	Annual Total, Year 1:	<b>\$</b> _332,942
	Annual Total, Year 2:	<b>\$</b> _342,930
	Annual Total, Year 3:	<b>\$</b> _353,218
	Annual Total, Year 4:	<b>\$</b> _363,815
	Annual Total, Year 5:	\$_374,730
II.	Proposer Information	
NAM	E OF PROP	OSER:
Un	ited Land Services	
ADDI	RESS: 6386 Beth Rd, Orlando FL	
PHON	NE: 407-515-5262	FAX:
SIGN.	ATURE: Chris Marquess	
PRIN'	TED NAME: Chris Marquess	
TITLI	E: Client Relarions and Busin	ess Development
DATE	E: 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 \_\_\_\_\_Title Branch Manager John Borland 1st Contact Name \_\_\_\_\_Title Regional Manager Brett Perez 2nd Contact Name 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 \_\_\_\_Title COO Ray Leach 1st Contact Name Donnie Cope \_\_\_\_\_Title VP 2nd Contact Name 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

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 sulicenses 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

Street Address 6386		
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 Manage
Proposed Staffing Le following:	evels - Landscape and irrigation	n maintenance staff will include the
	Supervisors, who will be ons Technical personnel, who will Laborers, who will be onsite	ll be onsite days per ; and
this Part regarding t for any individuals l	he Proposer's Officers and Sup isted.	elete the pages that follow at the end of servisory Personnel, and attach resumes
		employ any other technical personnel herbicide application, arboriculture,
		Yes No If yes, please provide
	ation for each person (attach a	
Name: Mike Jackso	<del>-</del> .	uumonai sneets ij necessary).
Position / Certification		
Duties / Responsibil	ities:	%
of Time to Be Dedic	ated to This Project: 10	
Please describe the p	person's role in other projects or	n behalf of the Proposer: Director of
AG		
Project Name/Locati	on:	
Contact:	Contact Phone:	
Project Type/Descrip	ation.	

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:	Duties / Responsibilities	:	
Dates Serviced:			
Dates Serviced:	Proposer's Scope of Ser	vices 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: Contact Phone:  Project Type/Description:  Dollar Amount of Contract:			
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: Contact Phone:  Project Type/Description:  Dollar Amount of Contract:	Dates Serviced:		
the work? Yes No X For each subcontractor, please provide the following information (attach additional sheets if necessary):  Subcontractor Name N/A			
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 Phone:  Project Type/Description:  Dollar Amount of Contract:	the work? Yes No }	$^{ m X}$ For each subcontr	actor, please provide the following
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:	Subcontractor Name N/	A	
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:	Street Address		
TelephoneFax no	P. O. Box (if any)		
1st Contact Name	City	State	Zip Code
2nd Contact Name	Telephone	F	ax no
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:	1st Contact Name		Title
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:	2nd Contact Name		Title
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:	Proposed Duties / Respo	nsibilities:	
Project Name/Location: N/A  Contact: Contact Phone:  Project Type/Description:  Dollar Amount of Contract:			
Contact: Contact Phone: Project Type/Description: Dollar Amount of Contract:		N/A	•
Project Type/Description:  Dollar Amount of Contract:	Contact:		
Proposer's Scope of Services for Project:	Dollar Amount of Contra	act:	
	Proposer's Scope of Ser	vices for Project:	
	···		
	<del>)</del>		

•	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 o	of Proposer:
I am au that:	thorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state
Chapt	er 287, Florida Statutes, on Integrity of Public Contracting and Purchasing
	<ul> <li>I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"): <ul> <li>a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;</li> <li>b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;</li> <li>c. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;</li> <li>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</li> <li>e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.</li> </ul> </li> <li>I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet</li> </ul>
3.	certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").  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
4.	("Project") and the contract to be executed in connection with the Project.  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.)
	<ul> <li>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.</li> <li>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.</li> </ul>

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

purpose government established pursuant to Chapter 190, Floin Osceola County, Florida, whose mailing address is Management Services – Central Florida, LLC, 219 East Livin Florida 32801 (the " <b>District</b> "), and	s c/o Governmental
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### 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.
- 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.
- 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.
- 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

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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:

<b>A.</b>	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.
	В.	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 Statutes*. 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



## Providing exceptional landscape services to partners across the state of Florida.

























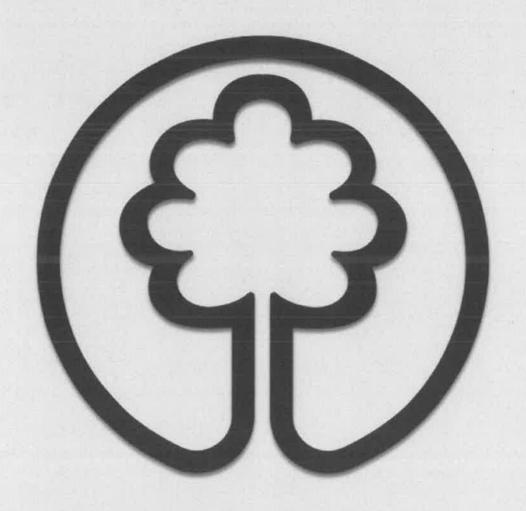




FLOURNOY

Properties Group

**United We Grow!** 



Uniting partners through exceptional landscape services

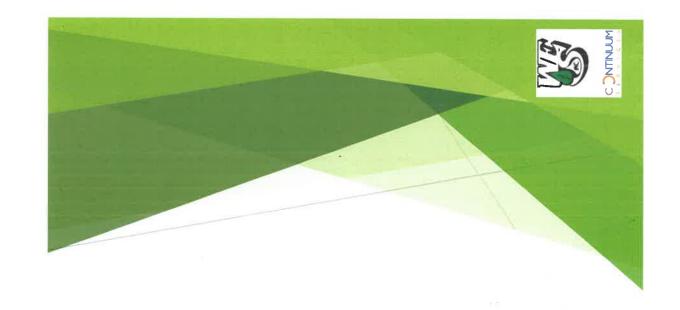
## SECTION F

## REQUEST FOR PROPOSAL Windward CDD

LANDSCAPE/GROUNDS MAINTENANCE SERVICES

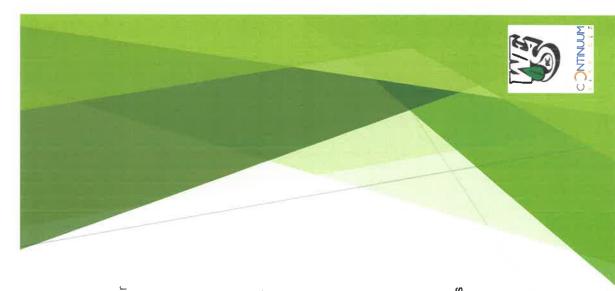






# PROPOSAL CONTENT

- 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:

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 At Weber Environmental, we are grateful for the opportunity to present a tailored proposal for the landscape grounds maintenance at take pride in for years to come.

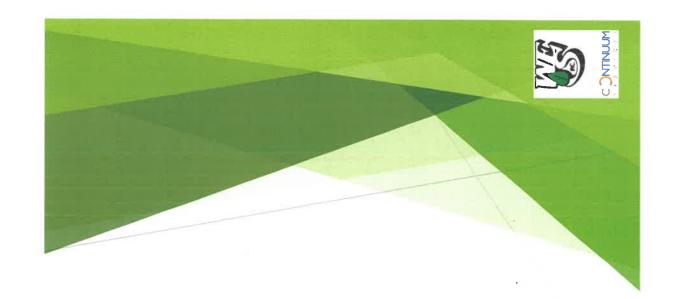
Map of Success Plan:

- 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.

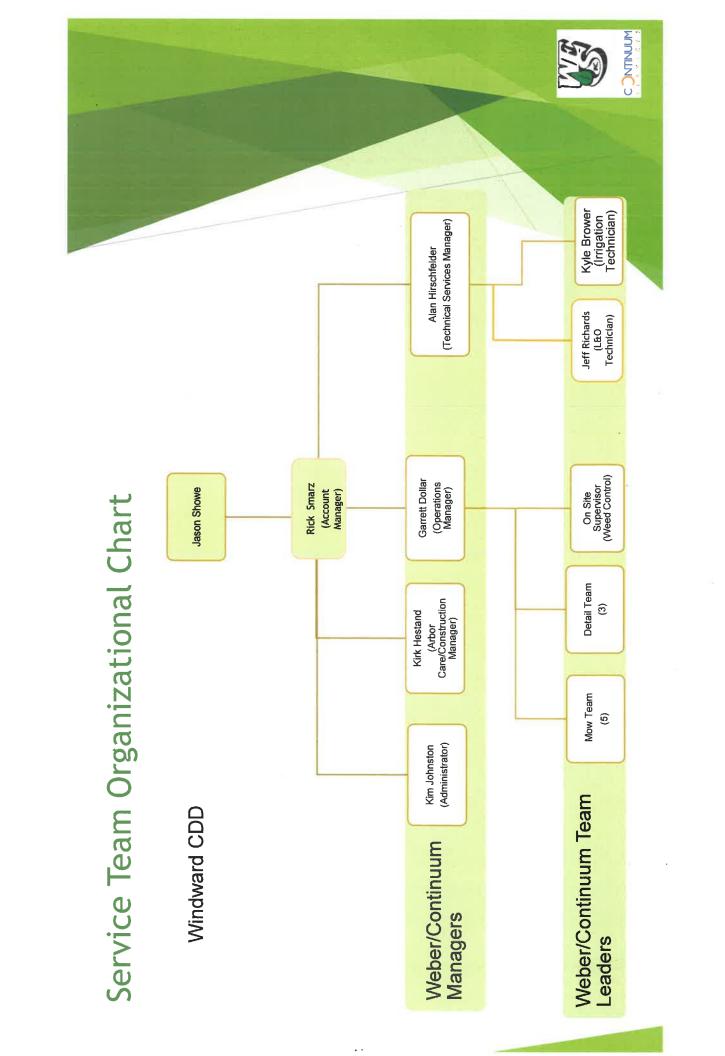
If you have any questions after reviewing the proposal, please contact us.

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



## 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 topnotch 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.







Headquarters 5935 K-Ville Avenue Winter Haven, FL 33880

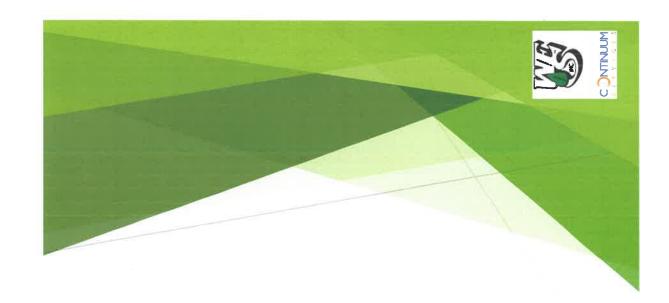


Apopka Office 203 W First Street Apopka, FL 32703



Champions Gate Satellite Champions Gate, FL CONTINUM





## EXPERIENCE

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## Our Philosophy

allows us to excel in what we do by continually refining our processes to offer unparalleled service to our clients. By concentrating Weber/Continuum prides itself on being laser-focused on landscape maintenance as its core business. This singular dedication on this one aspect, we can ensure that every detail is meticulously attended to, resulting in best-in-class service delivery.

expertise allows us to anticipate and address the evolving needs of properties as they mature over time. By offering comprehensive Moreover, our extensive experience in landscape design and construction adds a layer of value to our maintenance services. This 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.







## **CUSTOMER SITE EVALUATION**

## Job Site

**Inspection Date** 

**Job Name** 

**Address** 

City, State, Zip

**Client Email** 

Jun 11, 2024

\*SAMPLE Quality Site Assessment - Future

Client

Site Street Address

City, State, Zip

mbotto@continuumservices.com

## Lawn

LAWN SERVICES

1 OF 2

## Lawncare

Lawncare

Result

**└→** Comments

**Photo of Work** 

Shrub Pruning

Does not meet expectation

→ Tip prune Durantha to keep consistent height



LAWN SERVICES

2 OF 2

## Lawncare

Lawncare

Result

**└**→ Comments

Shrub Pruning

Does not meet expectation

Remove dead frond

## **Photo of Work**



## Plant Health

PLANT HEALTH

1 OF 1

## Plant Health

**Plant Health** 

Result

**└→** Comments

Turf Health

Does not meet expectation

Treat Zoysia for fungal activity throughout the property

## **Photo of Work**



## Irrigation System

## IRRIGATION SYSTEM

1 OF 1

## Irrigation System

Lawn

Result

**└**→ Comments

**Irrigation Status** 

Does not meet expectation

→ Check irrigation coverage and adjust run times to bring proper hydration to the turf

## **Photo of Work**





## Bedcare

**Bedcare** 

Result

L→ Comments

**Photo of Work** 

**Bed Weed Control** 

Does not meet expectation

Spray vine (weed) in bed under Oleander



**Bedcare** 

Result

→ Comments

**Bed Weed Control** 

Does not meet expectation

Spray weeds in tree rings throughout property

## **Photo of Work**



## Crack Weeds

CRACK WEEDS

1 OF 1

## Crack Weeds

**Crack Weeds Service** 

Result

**└→** Comments

Photo of Work

**Pavement Weeds** 

Does not meet expectation

→ Spray crack weeds!



## Other

OTHER

1 OF 1

## Other

**Other Services** 

Result

Improvement Opportunity

Does not meet expectation

→ Comments
Photo of Work

→ Proposal to replace dead tree



## Job Summary

Job Summary

→ Summary Notes

Does not meet expectation

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 fertilization and pest control, irrigation management and water conservation, arboricultural care, as well as landscape design and management and related services. Our comprehensive offerings encompass landscape management, lawn and ornamental construction.

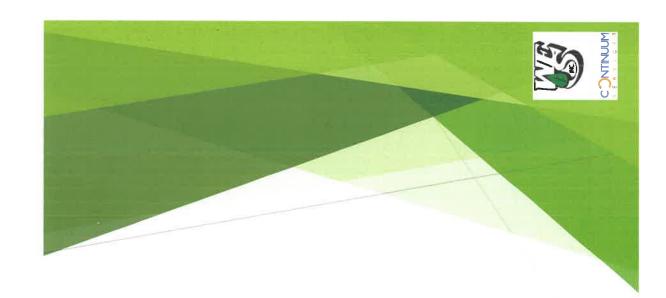
Throughout our tenure, we have had the privilege of working on numerous prestigious projects, some of which include:

- 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.
- \$375,000 in annual revenue. This project highlights our ability to maintain long-term relationships and consistently meet the Champions Gate CDD: Awarded in 2012, our contract with the Champions Gate Community Development District generates needs of our clients,
- Reunion West POA: Awarded in June of 2023, our contract with the Reunion West Property Owners Association represents 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.
- 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.

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 At Weber/Continuum, we take great pride in our ability to cultivate longevity with our clients. The continued renewal of our

As we look to the future, we remain dedicated to fostering lasting partnerships and exceeding the expectations of our clients across Central Florida

CONTINUUM



## References



## OMNI Champions Gate Jorge Aldave – DOE

(210) 800-3986 jorge.aldave@omnihotels.com





## Reunion West POA

Aura Zelada - Community Manager (706) 341-7055 manager@reunionwestpoa.com



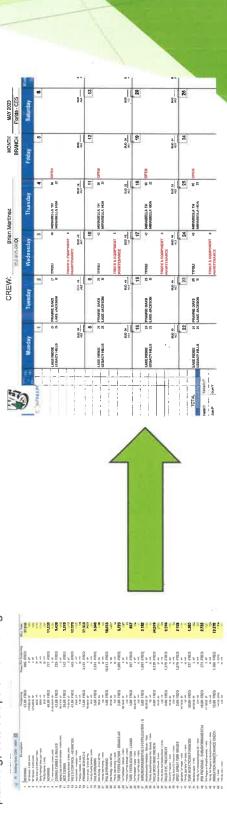
## Estimating

costs, incorporating both scientific methodologies and hands-on assessments of the properties we serve. This dedication ensures that aesthetic appeal of properties but also fit within a reasonable budget. Our success stems from a meticulous approach to estimating Weber/Continuum prides itself on its ability to provide cost-effective landscape management programs that not only enhance the 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.

combined with our highly trained staff, enable us to efficiently deliver outstanding service while maximizing cost savings. By continually Once a project is underway, we implement production planning techniques honed over years of experience. These methods, 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.



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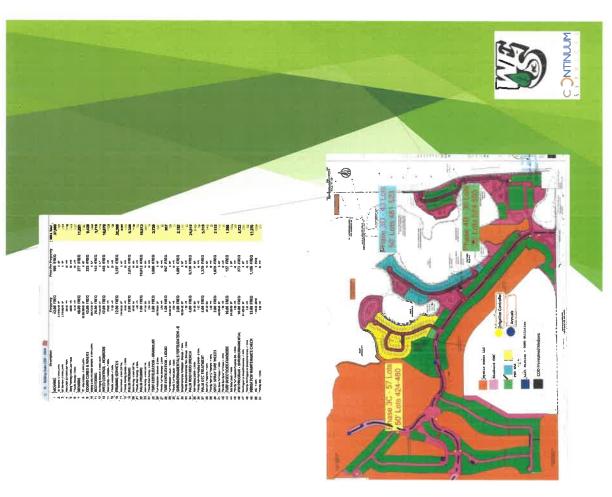
## Estimating (continuation)

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.



# Comprehensive Water Management

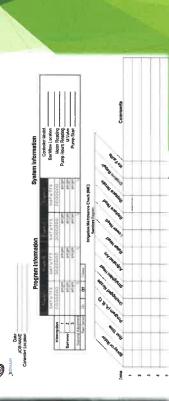
strategy ensures that landscapes receive the necessary hydration while conserving water resources importance of delivering the appropriate amount of water to specific areas at optimal times. This Weber/Continuum embraces a horticultural approach to water management, emphasizing the and adhering to watering 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 integrating horticultural principles into our practices, we not only ensure the sustainability of water a deep understanding of the nuanced requirements of diverse landscapes and seasons. By usage but also promote the long-term health and beauty of the landscapes we manage.





MUNITINU



## **Pruning Practices**

At Weber/Continuum, we understand the importance of proper pruning techniques, and we prioritize the practices. Our team members receive comprehensive training on pruning methods specific to various training of our teams to ensure they are equipped with the knowledge and skills to execute best plant species, growth habits, and seasonal requirements.

Some key principles of proper pruning techniques include:

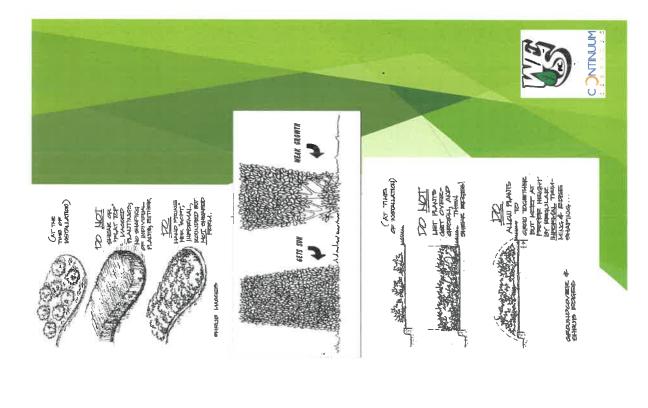
biology and growth habits. This includes knowing when and how much to prune and identifying any Understanding Plant Biology: Before pruning plants, it's essential to thoroughly understand their potential risks or vulnerabilities. Selective Pruning: Rather than indiscriminate cutting, selective pruning 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.

precise cuts and minimizing plant damage. Sharp, clean pruning tools such as hand pruners, loppers, Proper Tools and Equipment: Using the right tools and equipment is critical for achieving clean, and saws are essential for effective pruning.

during the dormant season, others may require pruning after flowering or during specific growth stages. Pruning Timing: Timing is key when it comes to pruning. While some plants benefit from pruning 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.

the health, beauty, and longevity of our clients' landscapes. At Weber/Continuum, we are committed to By ensuring that our teams are properly trained in best pruning practices, we can effectively maintain delivering exceptional service by adhering to industry best practices and providing our clients with andscapes that thrive year-round.



## CONTINUUM ALLOW PLANTS CARW POEMTHER TOWN THE AT PRESENT HEAT TOWN THE ALLOW (AT THE OF INSTALLATION) TO LOT WAS A SECOND OF THE PARTY OF THE PART **で作むとはひのと間内 中む上れらず 正なる間の** Pruning Practices Examples HALLE PREVIEWER WAY TO FINE THE PREVIEW BY THE PREVIEW BY THE PREVIEWER BY SHELK TOWN WAS TO WAS THE WAS CAT THE TIME OF WSTALLATION) SHADE MARKETED

## Horticultural Services

clients' landscapes, often unnoticed during their execution. However, the exceptional results of our services become At Weber/Continuum, we pride ourselves on providing horticultural services that are seamlessly integrated into our unmistakably apparent when delivered with timeliness and consistency.

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 We adhere meticulously to the contracted scope for all lawn and ornamental services, ensuring that our clients 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.

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 Furthermore, we understand that our clients value transparency and peace of mind. That's why we provide

maintenance—it's about cultivating thriving, sustainable landscapes that exceed our clients' expectations while At Weber/Continuum, our commitment to delivering exceptional horticultural services goes beyond mere preserving the beauty of our natural environment.

MEBER ENVIRONMENTAL SERVICES HORTICULTURE SERVICE COMMUNICATION REPORT

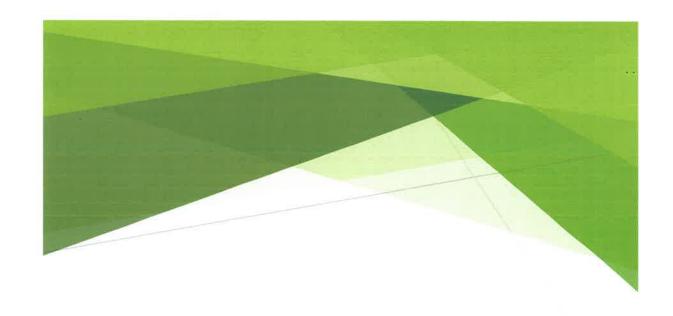
ROPERTY RUMIN WEST





Weber environmental services horticulture BERVICE COMMUNICATION REPORT C DATINGUM





## Our Start Plan

## First 30 Days

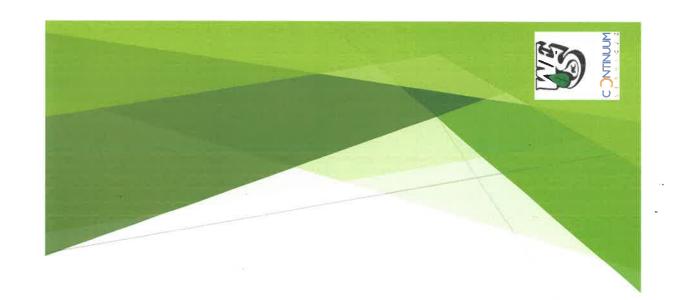
- Meet with the Property Manager and Board Members
  - Scope of work
- Goals and concerns
- Present a 12-month service calendar (highlighting scheduled service dates for specific operations)
- Complete an irrigation evaluation of the system and report deficiencies and what is needed for corrective
- Weber quality site assessment to Identify areas of concern
  - Struggles with plant materials

    - Dry areas/turf health
- Present a property improvement plan. Palms/tree pruning
  - 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





## 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-qualif resources enables our teams to work effectively and safely.

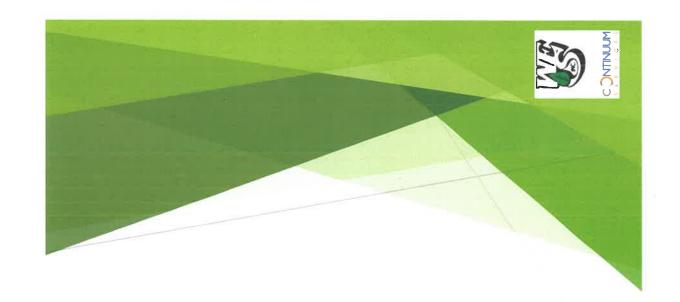
**Training and Development**: Investing in the training and development of our team members is crucial for fostering their skills and expertise. By providing ongoing training opportunities and professional development programs, we empower our teams to continuously improve and adapt to evolving industry 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

String Trimmer	36			
Stick Edger	48			
Backpack Blower	92			
Mowers	63			
Chain Saw	24	insect/rest management Equipment	nibment	
Tiller	9	50 Gallon Spray Units	ω	
Hedge Trimmers	38	7 Sprav I Inite	ď	
Street Blower	œ	Cpies Ciles	>	
		Fertilizer Spreader Units	16	
		Vortex Fertilizer Spreader	2	
Assets	Otv in	Company		
	Florida	Total		
Isuzu NPR Mow/Detail	31	48		
Ford Trucks	2	27		
Isuzu Landscape Truck	က	ო		
Landscape Trailer	9	13	Y	
Irrigation & Spray	=	18		
Utility Vehicle	18	32		
Arbor Care (includes lift and grapple truck)	7	87		
Vehicles – Mgt/AM/OM	12	25		9



## PROPOSAL/PRICE

## PROPOSAL FORM PROPOSAL SUMMARY SHEET

		NTING Weber Environmental Services, LLC
	any and/or Corporation ("Proposer") specifications at the following prices	, agree to furnish the services required in the
-		
I.	Contract Proposal Amount:	\$_390,698.40
	(Please provide an average of all five years of pricing)	
	Annual Total, Year 1:	<u>\$</u> 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:	<b>\$_408,042.00</b>
П.	<b>Proposer Information</b>	
NAMI	E OF PROPOSER: Weber Envi	ironmental Services, LLC
ADDR	RESS:5935 K-Ville Avenue, Wint	ter Haven, FL 33880
PHON	IE: (863) 551-1820	FAX: (863) 551-1639
SIGNA	ATURE:	
PRINT	TED NAME: Miguel Botto	
TITLE		ces - 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@continumservices.com.

Windward CDD Property:

219 E. Livingston St. Orlando, FL 32801 407-750-3599 Address: Phone:

Csmith@gmscfl.com Contact: Email:

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	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ОСТ	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	4	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.)					34,040						34,040		\$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			2,760			2,760			2,760			\$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	\$32,963	\$30,457	\$67,827	\$30,649	\$463,372

\$371,484 Essential Services ' Mowing/Detailing/Irrigation/Fert and F

\$91,888 Extra Services Annual Changes, Palm Pruning, Mulc TOTAL

## PROPOSAL FORM PART I – GENERAL INFORMATION

Proposer General Information:							
Proposer Name Web	er Environmental Se	rvices, LLC					
Street Address593	5 K-Ville Avenue						
P. O. Box (if any)	N/A						
City Winter Haven	State FL	Zip Code	33880				
Telephone (863) 55	1-1820	Fax no. (863) 551-163	9				
1st Contact Name	Miguel Botto	Title	Director				
2nd Contact Name	Marc Goodhart	Title	Vice President				
Parent Company Nam	ne (if any) Continuum						
Street Address 2364							
, ,,		Zip Code					
8 6		Fax no. (734) 744-515					
1st Contact Name		Title					
2nd Contact Name		Title					
Company Standing:							
Proposer's Corporate	Form:						
(e.g., individua	al, corporation, partners	ship, limited liability com	pany, etc.)				
In what State was the	Proposer organized? _		Date				
Is the Proposer in goo	d standing with that Sta	ate? Yes X No					
If no, please ex	xplain N/A						

Is the Proposer registered vauthorized to do business i		orida, Division of Corporations a No	nd
If no, please explai	n		
-			
What are the Proposer's c		mits?	
General Liability Automobile Liability	\$ \$	_	
Workers Compensation Expiration Date	\$ \$		
licenses are presently in go	ood standing:	nd federal licenses, and state when	nether such

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## PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

•	List the location of th	ne Proposer's office, which w	would perform work for the District.
	Street Addres 302032	₩ <b>#</b> irst Street	
	P. O. Box (if any)		
	City Apopka	State FL	Zip Code _32703
	Telephone (683)		no. (863) 551-1639
	1st Contact Name	Rick Smarz	Title Account Manage
	2nd Contact Name	Miguel Botto	Title _Director
	Proposed Staffing Le	vels - Landscape and irriga	tion maintenance staff will include the
	2 2 7	Supervisors, who will be of Technical personnel, who Laborers, who will be ons	will be onsite 1 days per week; and
•		he Proposer's Officers and S	mplete the pages that follow at the end of Supervisory Personnel, and attach resumes
	who have expertise horticulture, or other	e in pesticide application, r relevant fields of expertise:	atly employ any other technical personnel herbicide application, arboriculture, Yes x No If yes, please provide hadditional sheets if necessary):
	Name: Alan Hirschi	felder	
	Position / Certification	ons: Technical Services N	<i>l</i> lanager
	Duties / Responsibili	ties: Manage Irrigation +	Lawn & Ornamental Departments
		1103.	•
	% of Time to Be Dec	dicated to This Project: 5	
			%
	Please describe the p	licated to This Project: 5	% on behalf of the Proposer:
	Please describe the p	dicated to This Project: 5 erson's role in other projects on: Various properties in CFL	% on behalf of the Proposer:

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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

POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENC CITY, STATE
Director of Exterior Services	Florida Market	Altamonte Springs, FL
General Manager	Orlando Market	Lakeland, FL
c00	Continuum Services	Detroit, MI
CFO	Continuum Services	Detroit, MI
VP Operations	Continuum Services	Detroit, MI
	OR TITLE Director of Exterior Services General Manager  COO CFO	OR TITLE RESPONSIBILITIES  Director of Exterior Services Florida Market  General Manager Orlando Market  COO Continuum Services  CFO Continuum Services

V. PROPOSAL FORMS 4876-9932-0876.5

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## 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.			

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## 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 is necessary):
	Project Name/Location: _Geneva Landings CDD
	Contact: Marshall Tindall Contact Phone: (407) 841-5524
	Project Type/Description:
	Dollar Amount of Contract: Full service landscape management and contracting
	Scope of Services for Project: Full service landscape management and contracting
	The Co. 1 1 2010 propert
	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.):
	,

officers or problems of problems of the proble	poser or any of its affiliates (parents or subsidiaries), or any of the Proposition rincipal members, shareholders or investors defaulted on a loan or other finances, failing to pay subcontractors or materialmen) within the past 10 years? Yests, please explain:
vo (X) if yes	
(NO ( <u>K</u> ) If yes	N/A
NO ( <u>X</u> ) 15 yes	

## 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



## IV. AFFIDAVIT REGARDING PROPOSAL

		To.	LVOVA	
STATE				
COUNT	Y OF	0	14hwas	

Before me, the undersigned authority, appeared the affiant, WWE 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 OES-Form for Western ES, LUC ("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 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.
STATE OF Florida COUNTY OF Drange	Proposer: WENER ES, UC  By: Wi wil By:  Title: Wilesal OF ENEMON JENNING
online notarization this day of who is pe	nowledged before me by means of physical presence or nowledged before me by means of physical presence or nowledged by the produced solution, and odid or not take the oath.  Notary Public, State of Florida Print Name:  Commission No.: HH 121715  My Commission Expires:
	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 ("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: Work 15, UC By: William Betto
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 day of
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: ES, UC

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.
- 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.
- 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.
- 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.
- Our proposal is made in good faith and not pursuant to any agreement or discussion with, or
   AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING
   4876-9932-0876.5

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 1M 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.

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

A4: Yes.

Q5: <u>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.</u>

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: <u>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?</u>

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: <u>Scope of Services.Clarification.5: How many bags are required to be stocked per dog</u> 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: <u>Scope of Services.Clarification.5</u>: 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: <u>Landscape Scope of Work General Services Turf Maintenance: Please provide normal business hours of operation.</u>
- A14: This is defined in the Staffing section under General Services- Component "A" of the scope.
- Q15: <u>Landscape Scope of Work.General Services.Turf Maintenance.Turf Mowing: Are all pond areas unirrigated?</u> 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: <u>Landscape Scope of Work.General Services.Detailing</u>: <u>Please define "high profile or focal areas"</u>.
- 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: <u>Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.</u>

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

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: <u>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?</u>

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

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: <u>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?</u>

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

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

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

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

NAME OF FIRM:

SIGNATURE:

DATE: 6 112 2029

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.	CONTACT Matt Johnson PHONE (AC, No, Ext): 888 576-7900 (AC, No, Ext): 888 576-7900 E-MAIL ADDRESS: Matt.Johnson@huntington.com	
Birmingham, MI 48009	INSURER(S) AFFORDING COVERAGE	NAIC#
888 576-7900	INSURER A: Nat'l Fire ins Co of Hartford	20478
INSURED	INSURER B : Continental Insurance Co	35289
Weber Environmental Services LLC	INSURER C : Accident Fund Insurance Comp of America	10166
5935 SR 542 West	INSURER D : Valley Forge Insurance Co	20508
Winter Haven, FL 33880	INSURER E:	
	INSURER F:	

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.

ISR TR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  X BI/PD Ded:2,000	X	X	7040401458	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	\$1,000,000 \$100,000 \$15,000 \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER:						GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,000,000 \$2,000,000 \$
D	AUTOMOBILE LIABILITY  X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY	X	X	7040400942	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$
3	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$10000	Х	x	7040401461	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE	\$ \$10,000,000 \$10,000,000 \$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETIOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	х	AFWCP100111510	02/20/2024	02/20/2025	X PER OTH- E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE  E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$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.

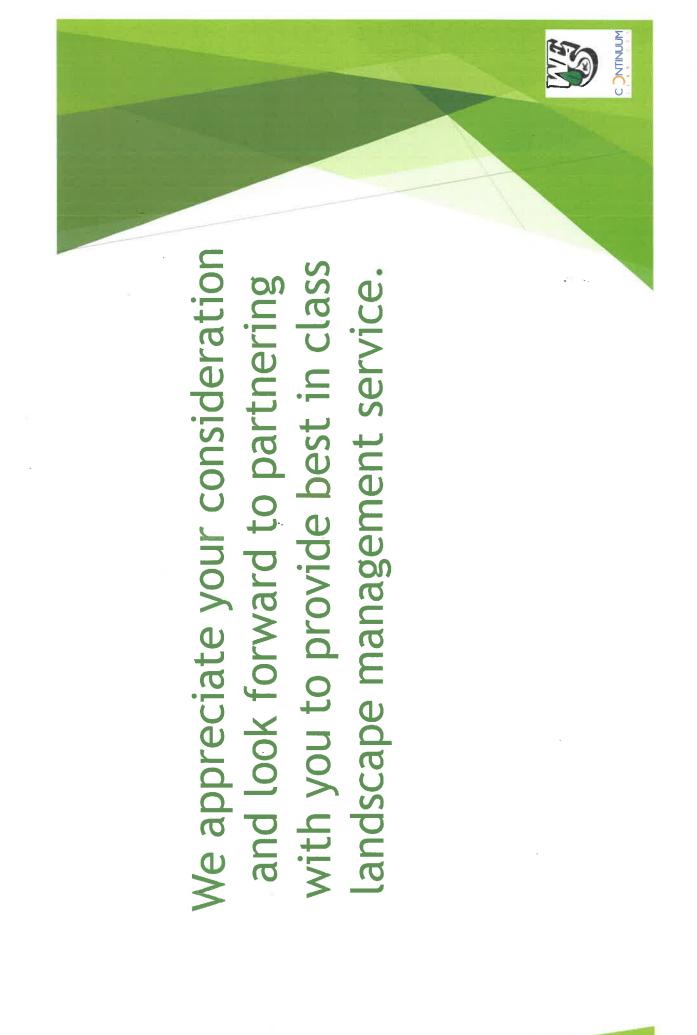
General liability coverage is primary and non-contributory per attached form CNA75097XX1016.

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
Ÿ	1500 END

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# SECTION G



### **Landscape & Irrigation Maintenance Proposal**

Prepared for

## Windward CDD

June 2024







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



### Windward CDD

# REQUIRED DOCUMENTS



#### IV. AFFIDAVIT REGARDING PROPOSAL

IV. AFFIDAVII REGARDING PROPOSAL
STATE OF Florida COUNTY OF Drange
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. dated 6/7/24
Addendum Nodated
Addendum Nodated
Addendum Nodated
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

IV. AFFIDAVIT REGARDING PROPOSAL

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- Southeas	st, LLC
By: 1	and Willow	

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 odid or odid not take the oath.



Notary Public, State of Florida
Print Name: Sherry Lynn Folda
Commission No.: HH007582
My Commission Expires: June 17, 2024



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: <u>II.6.</u> 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: <u>II.15.J: Will the certificate of insurance required Windward CDD to be listed as additional insured?</u>

A4: Yes.

- Q5: <u>II.20</u>. <u>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.</u>
  - 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: <u>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?</u>

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.
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- Q14: <u>Landscape Scope of Work.General Services.Turf Maintenance: Please provide normal business hours of operation.</u>
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- Q16: <u>Landscape Scope of Work.General Services.Detailing: Please define "high profile or focal</u> 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: <u>Landscape Scope of Work.General Services.Pruning: Please provide varieties of plants to receive bi-annual, annual, and semi-annual pruning.</u>
- 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: <u>Landscape Scope of Work.General Services.Trash Removal: Please confirm that "normal detail rotations" indicates that trash removal will occur once every three weeks.</u>
- 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: <u>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?</u>
- 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: <u>Tree/Shrub Care Program.Specialty Palms: Please provide a count for site tubes installed to monitor groundwater.</u>
  - 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: <u>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?</u>
- 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

Please sign and return with your bid packet.	. Attach this form to your bids.
NAME OF	FIRM:
Yello	wstone Landscape- Southeast LLC
SIGNATU	IRE: <i>Nicole Ailes</i>
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

		NTING Yellowstone Landscape- Southeast, LLC, agree to furnish the services required in the:
I.	Contract Proposal Amount: (Please provide an average of all five years of pricing)	\$_276,662.00
	Annual Total, Year 1:	<u>\$260,556.00</u>
	Annual Total, Year 2:	\$_268,368.00
	Annual Total, Year 3:	\$
	Annual Total, Year 4:	\$ 284,712.00
	Annual Total, Year 5:	\$_293,256.00
II.	Proposer Information	
NAME	E OF PROPOSER: Yellowston	e Landscape- Southeast, LLC
ADDR	RESS: 1773 Business Center Lan	e, Kissimmee, FL 34758
PHON	E: 407-396-0529	FAX:407-396-2023
SIGNA	ATURE: Nicole Ailes	
PRINT	TED NAME: Nicole Ailes	
TITLE	Business Developme	nt Manager
DATE	: 6/12/2024	

## PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

P. O. Box (if any)		
City Kissimmee	State FL	Zip Code <u>34758</u>
Telephone 407-396		no. 407-396-2023
1st Contact Name	Pete Wittman	Title Branch Manager
2nd Contact Name	Elisamuel Flores	Title Account Manage
Proposed Staffing L following:	evels - Landscape and irriga	tion maintenance staff will include the
1 1 4	Supervisors, who will be of Technical personnel, who Laborers, who will be ons	will be onsite 1 days per week; and
20	the Proposer's Officers and S	mplete the pages that follow at the end o
this Part regarding for any individuals in Technical Personne who have expertishorticulture, or other	the Proposer's Officers and Stisted. *Resumes are und $l - Does$ the Proposer currence in pesticide application are relevant fields of expertise	mplete the pages that follow at the end of Supervisory Personnel, and attach resumes
this Part regarding for any individuals in Technical Personne who have expertishorticulture, or other	the Proposer's Officers and Stisted. *Resumes are und stated. *Resumes are und state of the Proposer currents of the pesticide application of the person (attacharter) attacharter.	mplete the pages that follow at the end of Supervisory Personnel, and attach resumes the Personnel Tab*  attly employ any other technical personnel to the personnel application, arboriculture, and the personnel to the personnel application, arboriculture, and the personnel to the personnel application.
this Part regarding for any individuals in Technical Personne who have expertise horticulture, or other the following information Name: Landon Pyle	the Proposer's Officers and Stisted. *Resumes are und stated. *Resumes are und state of the Proposer currents of the pesticide application of the person (attacharter) attacharter.	mplete the pages that follow at the end of Supervisory Personnel, and attach resumes the Personnel Tab*  attly employ any other technical personnel to the personnel at the pers
this Part regarding for any individuals in Technical Personne who have expertishorticulture, or other the following inform Name: Landon Pyle Position / Certification	the Proposer's Officers and Salisted. *Resumes are und Salisted. *Resumes are und Salisted. *Proposer currents in pesticide application application for each person (attac	mplete the pages that follow at the end of Supervisory Personnel, and attach resume. Her Personnel Tab*  attly employ any other technical personnel is, herbicide application, arboriculture, if yes, please provide the additional sheets if necessary):  Operator
this Part regarding for any individuals if Technical Personne who have expertis horticulture, or othe the following inform Name: Landon Pyle Position / Certificati	the Proposer's Officers and Salisted. *Resumes are und Identified. *Resumes are und Identified. *Resumes are und Identified. *Resumes application are relevant fields of expertise nation for each person (attackions: Certified Pest Control Commissions: Certified Pest Control Commissions.	mplete the pages that follow at the end of Supervisory Personnel, and attach resume. Her Personnel Tab*  attly employ any other technical personnel is, herbicide application, arboriculture, if yes, please provide the additional sheets if necessary):  Operator
this Part regarding of for any individuals of Technical Personne who have expertise horticulture, or other the following inform Name: Landon Pyle Position / Certification Duties / Responsibile % of Time to Be De	the Proposer's Officers and Salisted. *Resumes are und II - Does the Proposer currents in pesticide application are relevant fields of expertise mation for each person (attactions: Certified Pest Control Clitics: Oversee fertilization &	mplete the pages that follow at the end of Supervisory Personnel, and attach resumes the Personnel Tab*  Intly employ any other technical personnel of the herbicide application, arboriculture, and the end of the personnel of th
this Part regarding for any individuals if Technical Personne who have expertishorticulture, or othethe following inform Name: Landon Pyle Position / Certification Duties / Responsibile % of Time to Be De Please describe the property of the second	the Proposer's Officers and Stated. *Resumes are und It - Does the Proposer current in pesticide application are relevant fields of expertise mation for each person (attackions: Certified Pest Control Clitics: Oversee fertilization & Edicated to This Project: 5	mplete the pages that follow at the end of Supervisory Personnel, and attach resume ter Personnel Tab*  attly employ any other technical personner, herbicide application, arboriculture, Personnel Types, please provide hadditional sheets if necessary):  Operator  pest control programs  %  s on behalf of the Proposer:

Duties / Responsibilit	les: Landscape Maintenan	
Dollar Amount of Co	ntract:\$750,000+	
Proposer's Scope of S	Services for Project: Mowing	of common area turf, pruning of
		er beds, pest and weed control
in turf and shrubs,	irrigation inspections, palm	n pruning, and mulching.
Dates Serviced: 200	08-current	
the work? Yes $X \land X$ information (attach a		any subcontractors in connection wing, please provide the following
Street Address 320	2 Phils Lane	
P. O. Box (if any)		
City Apopka	StateFlorida	Zip Code <b>32712</b>
Telephone 407-57	<b>4-6140</b> Fax no	)
1st Contact Name	Josh Tankersley	<sub>Title</sub> _Owner
2nd Contact Name	Dana Mickler	TitleField Mana
Proposed Duties / Res	sponsibilities: Pruning of pa	lm trees over 15'
Please describe the su	bcontractor's role in other pro	ojects on behalf of the Proposer:
Project Name/Location	on:_Reunion East CDD & R	eunion West CDD
Contact: Alan Sche		7-398-2890
Project Type/Descrip	O	
Dollar Amount of Co	Φ750 000·	
Proposer's Scope of S	Services for Project: Mowing	of common area turf, pruning of
		er beds, pest and weed control
in turf and shrubs	, irrigation inspections, paln	n pruning, and mulching.
=		
Dates Serviced: 200	)8-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:	Ye	llowstone	Landscape-	Southeast	LL	.(

DATE: 5/29/24

27.12.50	POSITION		INDIVIDUAL'S RESIDENCE
NAME	OR TITLE	RESPONSIBILITIES	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)			

V. PROPOSAL FORMS 4876-9932-0876.5

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## SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Yellowstone Landscape- Southeast LLC

DATE: 5/29/24

			OFFICE	% OF TIME TO BE	YEARS OF	TOTAL YEARS
INDIVIDUAL'S	PRESENT	JOB RESPONSIBILITIES	LOCATION	DEDICATED TO	EXPERIENCE IN	OF RELATED
NAMÉ	TITLE			THIS PROJECT / #	PRESENT	EXPERIENCE
				OF DAYS ON-SITE	POSITION	
				PER WEEK		ļ
Cheyne Solsbee		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 Wee	k 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 Manage	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

DAT	rr.	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
1	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
i	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.

Is this a c	current contract? Yes X No
Duration	of contract: 2019-current
(Informa	tion regarding similar projects continued)
Project N	Jame/Location: Hills of Minneola CDD, Minneola, FL
	Mark Hills Contact Phone: 407-847-2280
-	ype/Description: Community Development District
	mount of Contract: \$200,000+
How was	s the project similar to this project? Common area and pond mowing within
	mpany's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest
control,	mpany's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest weed control, thatch removal, irrigation, etc.): Mowing and detailing of landscapentrol, irrigation inspections, fertilization of turf and shrub beds, and portering.
weed c	weed control, thatch removal, irrigation, etc.): Mowing and detailing of landscape ontrol, irrigation inspections, fertilization of turf and shrub beds, and portering.  Quipment used on site: Mowers, edgers, string-trimmers, hedge-trimmers,
weed c	weed control, thatch removal, irrigation, etc.): _Mowing and detailing of landsca

Declaration / No	arconeego CDD Orlando El
Contact: Alan Scheerer	Contact Phone: 407-398-2890
	Community Development District
Dollar Amount of Contract	
within various HOAs.	ar to this project? Common area mowing and detailing
	Scope of Services for Project (i.e. fertilization, mowing, pest ch removal, irrigation, etc.): Mowing and detailing of landscaping
weed control, irrigation	inspections, fertilization of turf and shrub beds, and portering
-	
	site: Mowers, edgers, string-trimmers, hedge-trimmers,
List of equipment used on seackpack blowers, and l	
backpack blowers, and I	buffalo blower.
	buffalo blower.
backpack blowers, and I	buffalo blower.
List of subcontractors used	buffalo blower.  Enviro Tree Services
List of subcontractors used  Is this a current contract?	buffalo blower.  Enviro Tree Services  Yes X No
List of subcontractors used	buffalo blower.  Enviro Tree Services  Yes X No
List of subcontractors used  List of subcontractors used  Is this a current contract?  Duration of contract: 2023  Has the Proposer, or any supervisor, etc.), been term contract within the past 5 y	buffalo blower.  Enviro Tree Services  Yes X No
List of subcontractors used  List of subcontractors used  Is this a current contract?  Duration of contract: 2023  Has the Proposer, or any supervisor, etc.), been term contract within the past 5 y	Securent  The of its principals or supervisory personnel (e.g., owner, officer, of initiated from any landscape or irrigation installation or maintenance areas? Yes X No For each such incident, please provide (attach additional sheets as needed):
List of subcontractors used  List of subcontractors used  Is this a current contract?  Duration of contract: 2023  Has the Proposer, or any supervisor, etc.), been term contract within the past 5 y the following information (  Project Name/Location: Av	Securent  The of its principals or supervisory personnel (e.g., owner, officer, of initiated from any landscape or irrigation installation or maintenance areas? Yes X No For each such incident, please provide (attach additional sheets as needed):
List of subcontractors used  List of subcontractors used  Is this a current contract?  Duration of contract: 2023  Has the Proposer, or any supervisor, etc.), been term contract within the past 5 y the following information (  Project Name/Location: Avecation: Avecation: Kyle Darin	Securent  The first principals or supervisory personnel (e.g., owner, officer, of its principals or supervisory personnel (e.g., owner, officer, of ininated from any landscape or irrigation installation or maintenance areas? Yes X No For each such incident, please provide (attach additional sheets as needed):  Valon Groves CDD

	nd pest control, and weed control.
Da	ntes Serviced: 2019-2023
Re	eason for Termination: Board switched from developer-controlled to homeowner-controlled
aı	nd the new board chose to switch to different vendors on multiple services.
	as the Proposer been cited by OSHA for any job site or company office/shop safety violat the past five years? Yes No _X_
If	yes, please describe each violation, fine, and resolution
W	hat is the Proposer's current worker compensation rating?1.06
	as the Proposer experienced any worker injuries resulting in a worker losing more than ten 0) working days as a result of the injury in the past five years? Yes No X
If	yes, please describe each incident
fre	ease state whether or not the Proposer or any of its affiliates are presently barred or susper om proposing or contracting on any state, local, or federal contracts? es No _X
Τŀ	ne names of the entities
Τŀ	ne state(s) where barred or suspended
Τŀ	ne period(s) of debarment or suspension
A]	so, please explain the basis for any bar or suspension:

NOL A	pplicable
five (5,	y and all litigation to which the Proposer or its principals have been a party in th years. Please describe the nature of the litigation, the Proposer's role in the litig status and/or resolution of the litigation.
Not A	pplicable
officer	e Proposer or any of its affiliates (parents or subsidiaries), or any of the Propositor or principal members, shareholders or investors filed for bankruptcy, either volu luntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:
dentif	y the Case # and Tribunal:
Descri	be the Nature of the Action:
Descri	be the Nature of the Action:
Descri	be the Nature of the Action:
Descri	be the Nature of the Action:
	be the Nature of the Action: be the Proposer's Role in the Action and Describe the Status and/or Resolution:

						<del></del> 7
	Proposer or any o					
obligatio	r principal membe n (e.g., failing to p yes, please explai	ay subcontracte	rs or invesiors ors or materia	lmen) within th	he past 10 year	s? Yes
obligatio	i (e.g., failing to p	ay subcontracte	rs or invesiors	lmen) within th	he past 10 year	s? Yes

## 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 this10 <sup>th</sup>	day of June	, 2024.
STATE OF Florida	Proposer: By: // Title: Busi	Yellowstone Landscape- Southeast, LLC
COUNTY OF Orange		
The Court of the C		

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 lellowstone. Landscape is personally known to me or who has produced as identification, and odd or odd not take the oath.



Notary Public, State of Florida
Print Name: Sherry Lynn Foldo
Commission No.: HH007582
My Commission Expires: June 17,2024

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<			

## 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.)

<u>X</u>	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 or 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 VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING

- 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 ailes	
Signature of Authorized Signatory of Proposer	
Sworn before me on June 10, 2024	
	Sherry Lynn Jolda Notary Public Signature
	Notary Public State of Florida
	Sherry Lynn Folda My Commission HH 007582 Expires 06/17/2024
	£ 177,00 Expired dai 1772024

**Notary Stamp** 

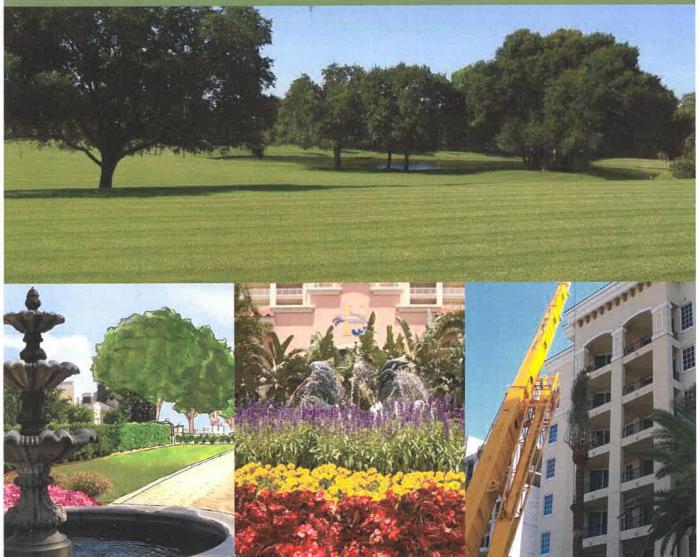


## Windward CDD

## PERSONNEL







**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.

# Trusted by Clients Across the Country





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.

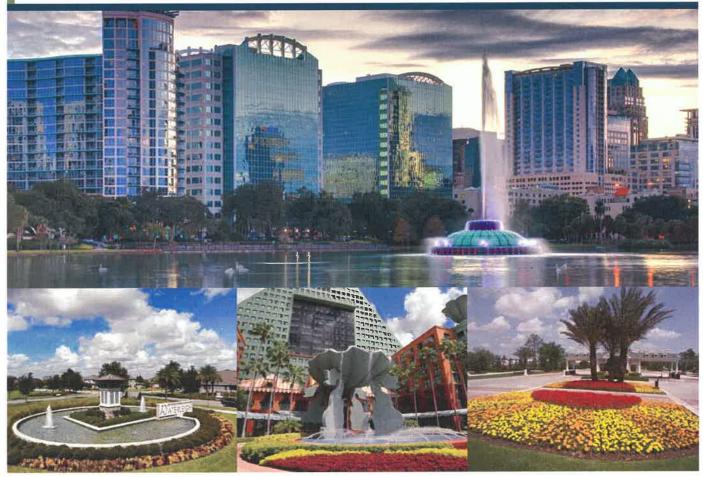
These local operating teams are supported by the collective strength of a national leader in commercial landscaping services. And we empower our local leadership to make decisions in the best interest of our clients and their properties. No excuses, no calling headquarters for approval, no corporate 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.

### Proud to Serve Orlando





## Excellence in Commercial Landscaping for Your Orlando Area Properties

Yellowstone Landscape is proud to serve Central Florida's commercial landscaping needs from two branch locations in Orlando. With more than 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

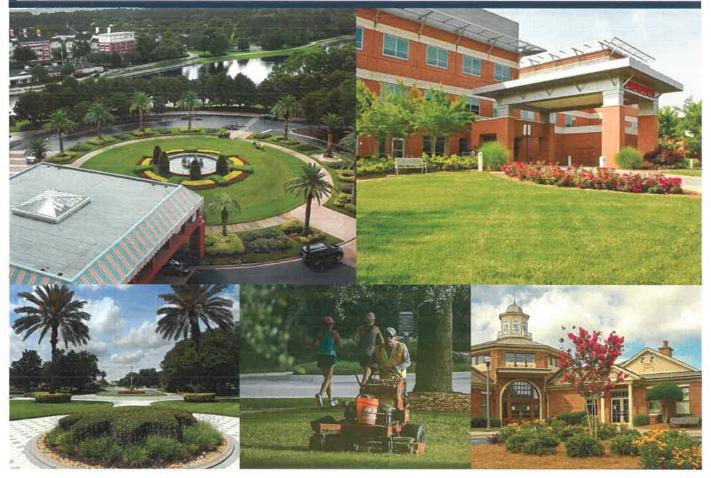
to some of the area's most beautiful homeowner associations, resorts and hotels, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail shopping centers.

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

## Landscape Maintenance





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

From week to week, month to month, and year to year, there are hundreds of details that need to be coordinated for your landscape to 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.

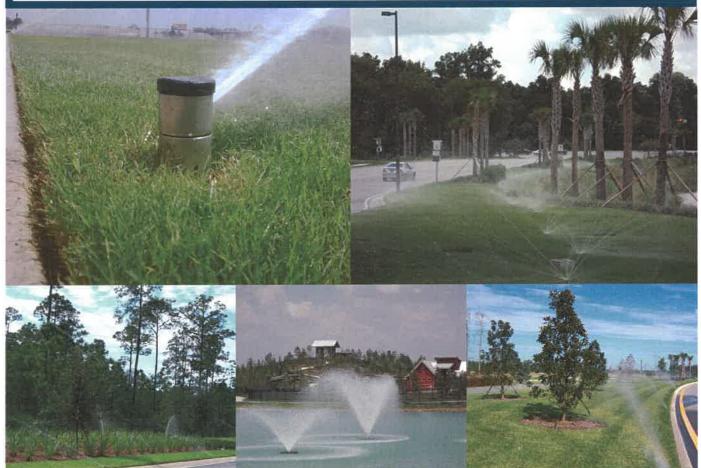
That's why we incorporate all the details of our landscape services into your Plan for Success<sup>TM</sup>.

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

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

# Irrigation Installation & Management





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

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

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

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

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

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

## Committed to Safety





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

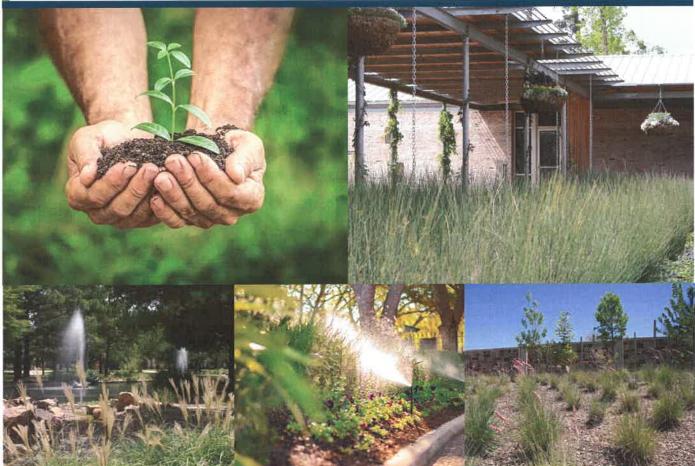
Our commitment to safety includes providing a safe, healthy work environment, kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to behave professionally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

#### Our Commitment to Safety includes:

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

# Environmental Stewardship





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

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination 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.

## Our People. Your Partner.





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.

## Our Place in Our Industry



2021 RANK	COMPANY	2020 RANK	2020 REVENUE	HEADQUARTERS	EMPLOYEES	% CHANGE FROM 2019	% CHANGE EXPECTED FOR 2021	Jours.	/ %II/ %C
	BrightView Landscapes	1	\$2,346,000,000	Blue Bell, Pa.	21,000	-3%	N/A	Allena C	A PINCI
	TruGreen	2	\$1,400,000,000	Memphis, Tenn.	13,570	1%	N/A	LAWIICA	Anda
	The Davey Tree Expert Co.	3	\$1,287,552,000	Kent, Onio	10,300	13%	5%		Lanns
4	Yellowstone Landscape	5	\$358,000,000	Bunnell, Fla.	4,270	34%	10%	Landing business made for tandscape co	HOALI I MU
5	Bartlett Tree Experts	- 1	\$352,000,000	Stamford, Conn.	2,200	8%	7%	Capturing OVID layoffs	
	Gothic Landscape	8	\$230,000,000	Valencia, Calif.	2,000	0%	B%	SVID INVOTES	
2	Dutworx Group	100	\$225,191,000	Westbury, N.Y.	4,299	8%	12%	Bara Hill	
	Ruppert Landacepe	7	\$213,165,000	Laytonsville, Md.	1,820	2%	18%	ALL STATES	
	Weed Man	8	\$212,928,958	Orono, Ontario	3,559	14%	9%		
	LandCare	10	\$208,000,000	Frederick, Md.	2,600	12%	15%	- Inc	
11	Divisions Maintenance Group	4	\$184,951,302	Newport, Ky.	457	31%	8%	TAND-	-
	HeartLand	34(1)	\$184,000,000	Kansas City, Mo.	2.100	19%	40		
	SavATree	13	\$182,600,000	Bedford Hills, N.Y.	1,430	4%	6 Covie	to market	
	Park West	îï	\$180,000,000	Ranche Santa Margarita, Calif.	1,600	3%	1	indful of new tarces shook u	company id
14(0)	U.S. Lawns	12	\$180,000,000	Orlando, Fia.	2,400	N/A	Allegyo by singer		
	Lawn Boctor	16	\$162,000,000	Holmdal, N.L.	2,000	13%	Above and begin	20	-

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.

## Building Lasting Partnerships



































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

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

Because of our proactive approach, flexible scheduling to accommodate special events, and a relentless focus on communication, our clients choose 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

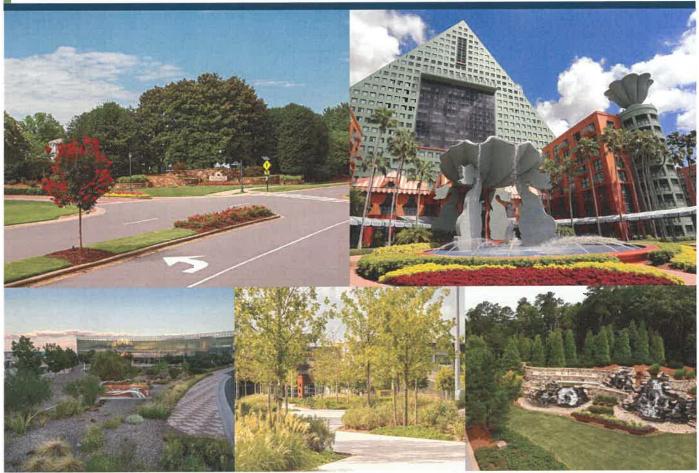
high-quality landscapes, coupled with superior customer service are why clients look to us for all their landscape needs.

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.

## **Industry Recognition**





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

# Our Technology at Work for You





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.



# 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.



## 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.

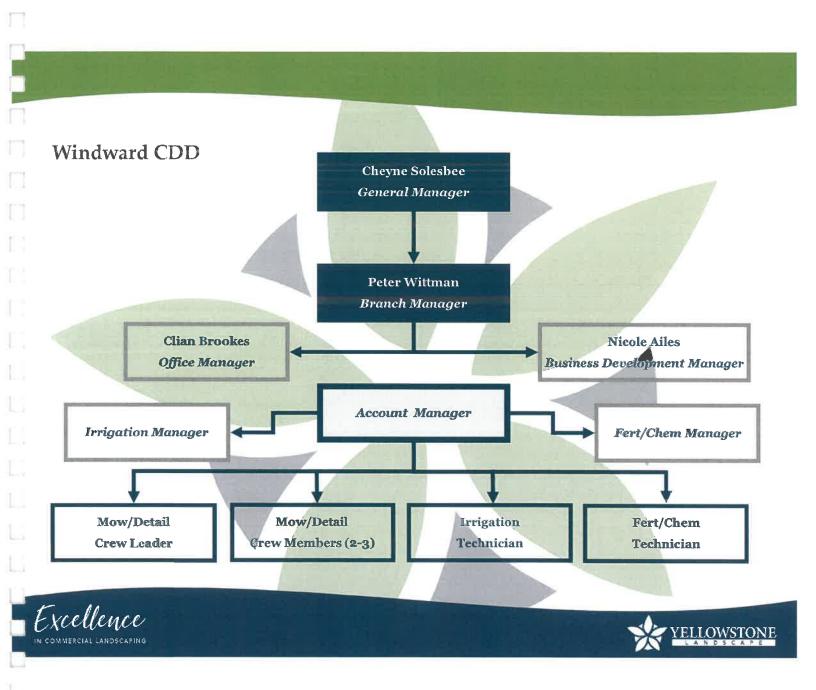
*Irrigation Superintendent,* Hunters Creek c.a. Orlando, FL 1991-2004

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.		



#### BRUCE VICKERS, TAX COLLECTOR

EXPIRATION
SEPTEMBER 30, 2024

OSCEOLA COUNTY, STATE OF FLORIDA LOCAL BUSINESS TAX RECEIPT ACCOUNT NO.

112799

2024

BUSINESS TYPE: 6340 TRRIGATION CONTR (BLDG DEPT)

BUSINESS:

Yellowstone Landscape-Southeast, LLC Contact: Dolores Mew 1773 Business Center Ln.

Kissimmee, FL 34758

SCC13115T484 (Jared Allan Ben ymari)

07/20/2023 Oper N/A

Till Internet Paid 0.00

Rcpt.#022930

Location: OSCEOLA COUNTY

TRANSFER 0.00
ORIGINALTAX 0.00
AMOUNT 0.00

PENALTY 0.00
COLLECTION COST 0.00
TOTAL 0.00

SCEOLA

BRUCE VICKERS CFC, TAX COLLECTOR P.O. BOX 422105, KISSIMMEE FL 34742-2105

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 licensee 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

EXPIRATION
SEPTEMBER 30, 2024

OSCEOLA COUNTY, STATE OF FLORIDA

ACCOUNT NO.

LOCAL BUSINESS TAX RECEIPT

112799

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BUSINESS TYPE: 6190 HANDYMAN/CARPENTER"SUB CONTRACTOR ONLYWIBLDG DEPT)

### OSCEC

#### BUSINESS:

Yellowstone Landscape-Southeast, LLC Contact: Dolores Mew 1773 Business Center Ln. Kissimmee, FL 34758

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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.

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#### BRUCE VICKERS, TAX COLLECTOR

**EXPIRATION** SEPTEMBER 30, 2024 OSCEOLA COUNTY, STATE OF FLORIDA LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.

112799

2024

BUSINESS TYPE: 4190 LAWN CARE/LANDSCAPE

BUSINESS:

Yellowstone Landscape-Southeast, LLC Contact: Dolores Mew 1773 Business Center Ln. Kissimmee, FL 34758

GV35255-1

07/20/2023 Oper N/A Internet Paid. 30.00 Rcpt.#022930

Location: OSCEOLA COUNTY 4190-81855 TRANSFER 0.00 ORIGINAL TAX 30.00 **AMOUNT** 0.00 PENALTY 0.00 **COLLECTION COST** 0.00 TOTAL 30.00

REMOR VICKERS OFC. P.O. BOX 422105, KISSIMMEE FL 34742-2105 407-742-4000

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

January 20, 2023

LF197087

Expires

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

STATE OF FLORIDA Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

DAVID BOLDMAN LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

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HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING  $\mathbf{August\,7,\,2024}$ 



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



#0847 ISA Certified Arberist



# CERTIFICATE OF COMPLETION



## NJCOLE AJLES

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

Training Provider:

myTTConline

my Contine 83 Ge

83 Geneva Dr. Ste. 621394

Oviedo FL 32762

Phone: 407-901-0206

Verify this Certificate by visiting www.motadmin.com

05/22/2024

Issue Date

05/16/2028

Expiration Date

GH

Instructor

624121

Certificate No.



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

### 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.



Certificate # GV36348

Traince ID #

### **Certificate of Training Best Management Practices** Florida Green Industries

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

Not valid without seal

**FNGLA** 

5/31/2015

Instructor

Date of Class

DE Program Administrator

## Sample Certificate of Insurance



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		SAMPLE	1			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						

### Sample Certificate of Insurance



Attachment Code: D613185 Master ID: 1528310, Certificate ID: 16741150

#### List of Named Insureds

Yellowstone Parent, LP

Bk Intermediate Company I, Inc.

Bk Intermediate Company II, Inc.

Bk Buyer, Inc.

YLG Holdings, Inc.

Yellowstone Intermediate Holdings, Inc.

Yellowstone Landscape, Inc.

Yellowstone Landscape - Southeast, LLC

ALSW, ILC

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

BLSW, 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



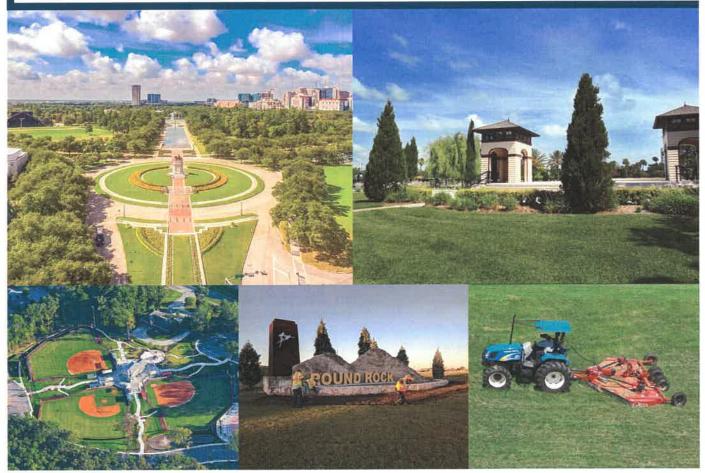
## Windward CDD

## **EXPERIENCE & REFERENCES**



# Services for Public Sector Clients





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

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

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

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

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

# Creative Village for The City of Orlando





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.

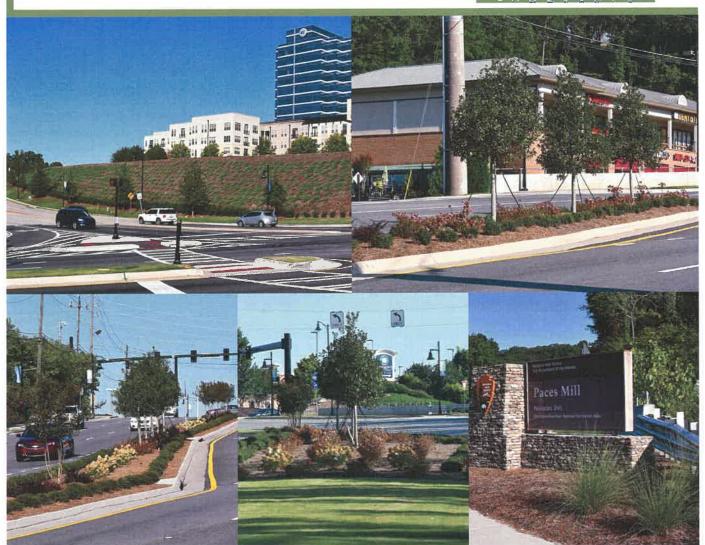
The project's landscape master plan is centered around Luminary Green Park, a 2.3-acre park that includes a 1-acre great lawn, feature trellis, and and tree-lined promenade. Future plans for the development include community festivals and events hosted by the park.

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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# **Cumberland Community Improvement District**





#### 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.

# The City of New Smyrna Beach





#### 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.

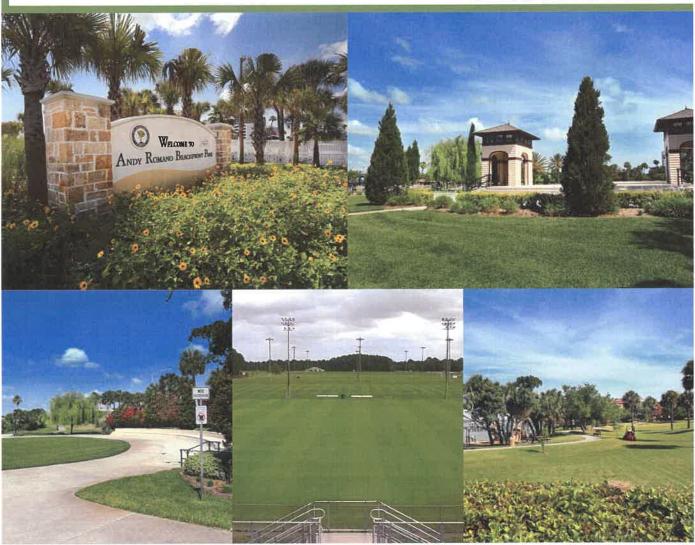
Yellowstone Landscape was selected to supply these services to the city in 2015 with an initial contract for a 3 year term

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.

# The City of Ormond Beach





#### 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.

# Reunion Resort & Club





LOCATION Orlando, Florida

#### CLIENT

Salamander Hotels & Resorts, GMS, Aegis Community Management

#### PROPERTY TYPE

**Resort Community** 

#### SERVICES PROVIDED

Landscape Design Landscape Installation Landscape Maintenance Reunion Resort & Club is a 2,300-acre

master-planned resort community located in Orlando, Florida.

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

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

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

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

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

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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





## Windward CDD

## STARTUP PLAN



## Summary of Observations



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

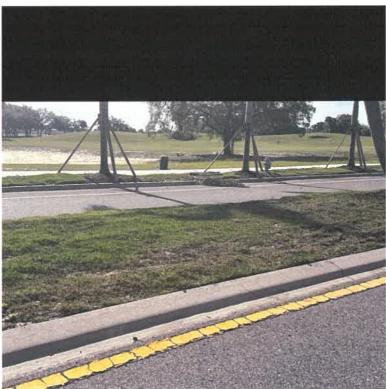
8 Items Identified

Josean Lopez Yellowstone Landscape



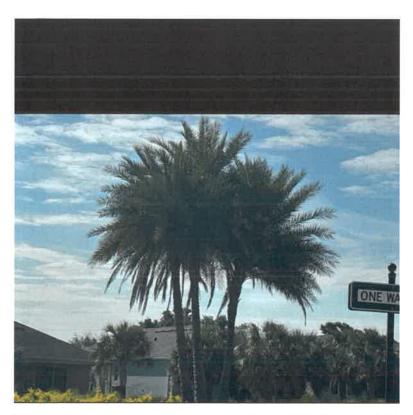
Detail Maintenance

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

- o Complete an irrigation audit of the entire system
- o Present irrigation deficiencies with plan for corrections
- o Begin maintenance mowing, blowing, and edging
- o Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds, and redefining landscape bed-lines)
- o Spot treat weeds in turf areas to be reclaimed
- o Continue weed control in planting beds
- o Apply fertilizer to struggling shrubs on the property
- o Begin insect and disease program on all plant material
- o Perform first turf fertilizer application
- o 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
- o Continue irrigation maintenance and inspections
- o Continue routine maintenance mowing, blowing, and edging
- Retreat turf weeds
- o Continue herbicide applications throughout property for weed control in landscape beds
- o Monitor and treat insect and disease problems in plant material throughout property
- o Discuss options to improve "curb appeal" in high profile areas

#### Days 61-90

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





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
    - 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
  - 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.
    - 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



#### Windward Community Development District Landscape Fee Summary

Contractor: Yellowstone Landscape

Property: Windward CDD

Address: 1773 Business Center Lane

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

Phone: 407-396-0529 Fax: 407-396-2053

Contact: Nicole Ailes
Email: nailes@yellowsto

Contact: Email:

Email: I	nailes@yellowstonelandscape.com							Email:							
	JAN	FEB	MAR	APRIL	мач	JUN	JUL	AUG	SEP	ост	Nov	DEC	TOTAL		
ESSENTIAL SERVICES A-D (Compnent 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	\$140,00		
TURF CARE (Component B) Bahia/St Augustine/Zovsia	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	124,660		
TREE/SHRUB CARE Includes OTC (Camponent C) Tree/Shrub Fert/OTC/Drenching	545	545	545	545	545	545	545	545	545	545	545	545	Rani		
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	\$12,12		
ANNUAL CHANGES = (Component E.1)  Per Annual Pricing: \$2.10	2,520			2,520			2,520 1,200			2,520 1,200			\$15,000		
BED DRESSING - Estimate mulch yds (Component E.2)  Per Yard Pricing: \$\$7.00					17,100						17,100 300 Mulch Yds		840		
PALM TRIMMING 2x Per Year (Component E.3) Per Palm Price:						4,800		22,416				4,800	331/010		
TOTAL FEEL PERI MONTH	11/2/97/1	\$45.565	510,750	3173676	\$53,455	121,155	BILLIANS	\$37,271	-216313	800/03	BURNAN	12/11/	. N/10/19		
PIBIT se Nationalle		HEATT FLORE	-	DECEMBER 1	1 221 TH	\$2000 E	822,723	4817.0	1188318181	3210IA	BRIDGE	(SE) (7) E	A741.55		
Essential Services Mowing/Detailing/Irrigation/Fert and Pest	2385	(FI)													

Extra Services \$75,286

TOTAL

Annual Changes, Palm Pruning, Mulch