

# Town of Kindred Community Development District

Board of Supervisors' Special Meeting December 15, 2022

District Office: 8529 South Park Circle, Suite 330 Orlando, Florida 32819 407.472.2471

www.townofkindredcdd.org

## TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

Holiday Inn Orlando (SW Celebration Area), 5711 W. Irlo Bronson Memorial Highway, Kissimmee, FL 34746.

Board of Supervisors	Antonio Aponte	Board Supervisor
	Lauta Aualli	Deend Conservices

Louis Avelli Board Supervisor
Matthew Stolz Board Supervisor
Anthony Benitez Board Supervisor

**District Manager** Richard Hernandez Rizzetta & Company, Inc.

**District Counsel** Michelle Rigoni Kutak Rock, LLP.

Sarah Sandy Kutak Rock, LLP.

**District Engineer** Xabier Guerricagoitia Boyd Civil Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. 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), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

#### TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Orlando, Florida · (407) 472-2471</u>

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.townofkindredcdd.org

#### December 15, 2022

Board of Supervisors

Town of Kindred Community

Development District

#### **AGENDA**

#### Dear Board Members:

The Special meeting of the Board of Supervisors of the Town of Kindred Community Development District will be held on Thursday, December 15, 2022, at 9:00 a.m. at the Holiday Inn Orlando (SW Celebration Area), 5711 W. Irlo Bronson Memorial Highway, Kissimmee, FL 34746. The following is the tentative agenda for the meeting:

	9.		
1. 2.		L TO ORDER/ROLL CALL DIENCE COMMENT	
3.	BUS	SINESS ADMINISTRATION	
	A.	Consideration of the Minutes of the Meeting and	
		Election held on November 15, 2022	Tab 1
	B.	Consideration of Operation and Maintenance	
		Expenditures for July and August	
		(Under Separate Cover)	
4.	BUS	SINESS ITEMS	
	A.	Consideration of Resolution 2023-05 Ratifying	
		Resetting of Landowners' Election	.Tab 2
	B.	Consideration of Resolution 2023-06, Canvassing and	
		Certifying Results of November 15, 2022, Landowner	
		Election	.Tab 3
	C.	Presentation of Oath of Office	
	D.	Consideration of Resolution 2023-07 Declaring	
		Vacancy	Tab 4
	E.	Consideration of Resolution 2023-08, Redesignating	
		Officers of the District	Tab 5
	F.	Acceptance of Notice of Resignation from Down to Earth	
	G.	Consideration of Resolution 2023-09 Ratifying	
		Authorization of Landscape Maintenance RFP	.Tab 6
	H.	Consideration of Proposals for Landscape	
		Maintenance RFP	
		1. Yellowstone Proposal	.Tab 7
		2. Down to Earth Proposal	
		3. United Land Services Proposal	
		4. Brightview Proposal	
		5. Evaluation Criteria that was published	
		6. Board Ranking of Proposals	
		<u> </u>	

I. Consideration Of Dog Station Proposals (Under Separate Cover)

#### 5. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District Manager

#### 6. SUPERVISOR REQUESTS AND COMMENTS

#### 7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,

Richard Hernandez

Richard Hernandez District Manager

cc: Sarah Sandy, Kutak Rock LLP.

#### **MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

#### TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II

The landowner's meeting of the Town of Kindred Community Development District II was held on Tuesday, **November 15, 2022, at 10:30 a.m.** at the Holiday Inn Orlando (SW-Celebration Are) 5711 W Irlo Bronson Memorial Hwy, Kissimmee, FL 34746.

Present was Dr. Horton Proxy Holder, NNP-Town of Kindred II, John Valantasis

Also present were:

Richard Hernandez Michelle Rigoni District Manager, Rizzetta & Company District Counsel, KutakRock Law Group

#### FIRST ORDER OF BUSINESS

Call to Order

Mr. Hernandez called the landowner's meeting to order.

#### SECOND ORDER OF BUSINESS

**Election of Meeting Chairman** 

Mr. Valantasis appointed Mr. Hernandez as the meeting Chairman.

#### THIRD ORDER OF BUSINESS

**Determination of Number of Voting Units** 

Mr. Valantasis presented his official proxy and ballot showing a total of 275.59 acres/Lots for a total of 276 authorized votes.

#### FOURTH ORDER OF BUSINESS

**Nomination for Positions of Supervisors** 

Mr. Valantasis nominated Matt Stolz, Anthony Benitez, and Lou Avellas as Supervisors.

#### FIFTH ORDER OF BUSINESS

**Casting of Ballots** 

After tallying of the votes, the election results are as follows:

- Matt Stolz 250 Votes
- Anthony Benitez 200 votes
- Lou Avelli 199 votes

#### SIXTH ORDER OF BUSINESS

#### **Tabulation of Ballots**

Mr. Hernandez tabulated the ballots as follows:

- Matt Stolz will receive a 4-year term. Seat #3. Term 11/22 11/26.
- Anthony Benitez will receive a 4-year term. Seat #4. Term 11/22 11/26.
- Lou Avelli will receive a 2-year term. Seat #5. Term 11/22 11/24.

#### SEVENTH ORDER OF BUSINESS

**Landowner's Questions and Comments** 

There were no questions or comments put forth.

#### **EIGHTH ORDER OF BUSINESS**

**Adjournment** 

Mr. Hernandez adjourned the landowner's meeting at 10:35 a.m.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTION OF THE DISTRICT MANAGER IN RE-SETTING THE DATE OF THE LANDOWNERS' MEETING; AMENDING RESOLUTIONS 2022-05 AND 2022-07 TO RESET THE LANDOWNERS' MEETING THEREON; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Kindred Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, on April 14, 2022, at a duly noticed public meeting, the District's Board of Supervisors ("Board") adopted Resolution 2022-06, setting the landowners' meeting for the election of supervisors to the District Board on November 10, 2022, at 10:30 a.m. at the Holiday Inn Orlando SW – Celebration Area, an IHG Hotel (5711 W Irlo Bronson Memorial Hwy, Kissimmee, FL 34746); and

WHEREAS, on May 12, 2022, at a duly noticed public meeting, the Board adopted Resolution 2022-07 (and together with Resolution 2022-06, "Prior Landowner Election Resolution"), amending Resolution 2022-06, resetting the landowners' meeting for the election of supervisors to the District Board to November 1, 2022, at the same time and location; and

WHEREAS, due to technical and noticing issues, the District Manager rescheduled the date of the landowners' meeting to November 15, 2022, at the same time and location as set forth in Prior Landowner Election Resolution, and the District Manager has caused the notice of the landowners' meeting with the new date and time to be published consistent with the requirements of Chapter 190, Florida Statutes; and

**WHEREAS**, the Board desires to ratify the District Manager's action in re-setting the landowners' meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II:

**SECTION 1. RATIFICATION OF LANDOWNERS' MEETING DATE RESET.** The actions of the District Manager in resetting the landowners' meeting and the District Secretary in publishing the notice are hereby ratified. Prior Landowner Election Resolution is hereby further amended to reflect that the landowners' meeting as declared in the same was re-set to November 15, 2022, at 10:30 a.m. at the Holiday Inn Orlando SW — Celebration Area, an IHG Hotel (5711 W Irlo Bronson Memorial Hwy, Kissimmee, FL 34746).

SECTION 2. PRIOR LANDOWNER ELECTION RESOLUTION OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Prior Landowner Election Resolution continue in full force and effect.

**SECTION 3. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of December 2022.

ATTEST:	TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
Richard Hernandez	John Valantasis
Secretary	Chairperson, Board of Supervisors

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Kindred Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District until such time as the Board of Supervisors can be elected by qualified electors of the District; and

**WHEREAS,** such landowners meeting was held on November 15, 2022, the Minutes of which are attached hereto as Exhibit A, and at which no landowners were present, and no ballots cast; and

**WHEREAS,** the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

### NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT:

- **SECTION 1.** By virtue of no nominations presented and no ballots cast at the landowners meeting held on November 15, 2022, the Board of Supervisors hereby declares Seat 5 of the Board of Supervisors vacant.
- **SECTION 2.** Until such time as the Board nominates and appoints a Board member to fill the vacancy declared in Seat 5 above, the incumbent Board Supervisor (Anthony Benitez) of such seat shall remain in office.
  - **SECTION 3.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of December 2022.

ATTEST:	TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT	
Secretary/Assistant Secretary	Chairperson, Board of Supervisors	

**Exhibit A:** Minutes of November 15, 2022

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN CERTAIN SEAT ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS,** the Town of Kindred Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, on November 8, 2022, two (2) members of the Board of Supervisors (**"Board"**) are to be elected by the **"Qualified Electors"** of the District, as that term is defined in Section 190.003, *Florida Statutes*; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

**WHEREAS,** at the close of the qualifying period there were no Qualified Electors qualified to run for one (1) of the seats available for election by the Qualified Electors of the District; and

**WHEREAS**, pursuant to Section 190.006(3)(b), *Florida Statutes*, the Board shall declare the seats vacant, effective the second Tuesday following the general election; and

WHEREAS, Qualified Electors are to be appointed to the vacant seats within 90 days thereafter; and

**WHEREAS,** the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT:

**1. DECLARATION OF VACANT BOARD SUPERVISOR SEATS.** The following seats are hereby declared vacant effective as of November 22, 2022:

Seat # 4 (held by Lou Avelli)

**2. INCUMBENT BOARD SUPERVISORS.** Until such time as the Board nominates Qualified Electors to fill the vacancy declared in Section 4 above, the incumbent Board Supervisors of those respective seats shall remain in office.

- **3. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
  - **4. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 15<sup>th</sup> day of December 2022.

ATTEST:	TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT	
Secretary / Assistant Secretary	Chairperson, Board of Supervisors	

# A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Town of Kindred Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Osceola County, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to re-designate certain Officers of the District.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1**. is appointed Chairman.

APPROVED ATTEST:		TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
APPROVED	AND ADDITED UIIS 15	day of December 2022.
	AND ADOPTED this 15 <sup>th</sup> o	
Section 5.	This Resolution shall becor	me effective immediately upon its adoption.
Chairman, Vice-Ch	airman, Secretary and Ass	es any prior appointments made by the Board for sistant Secretaries; however, prior appointments by trer(s) remain unaffected by this Resolution.
		is appointed Assistant Secretary.
		is appointed Secretary.
SECTION 3.		

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING AND APPROVING THE REQUEST FOR PROPOSALS FOR THE LANDSCADPE AND IRRIGATION MAINTENANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Kindred Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes ("Act"), being situated entirely within Osceola, Florida; and

WHEREAS, on October 4, 2022, SSS Down to Earth OPCO II LLC, d.b.a. Down to Earth II, the District's current contractor, submitted a notice of termination of the Landscape and Irrigation Maintenance Agreement, as amended, to be effective January 2, 2023; and

WHEREAS, the District has a need to procure a contract for the landscape and irrigation maintenance services ("Project") and further desired to begin the procurement process as soon as possible in order to secure a contractor prior to the expiration of the servicing period by the current contractor; and

WHEREAS, in order to effectuate the procurement process, District Manager, together with input from the District Chairman, prepared and published a Request for Proposals for the Project (the "RFP"); and

WHEREAS, a copy of the evaluation criteria and RFP notice are attached to this resolution as **Exhibit A**; and

**WHEREAS**, the District desires to ratify, confirm, and approve the preparation and publication of the RFP, including, but not limited to the evaluation criteria and notice attached as **Exhibit A**.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II:

**SECTION 1.** The preparation and publication of the RFP, including, but not limited to the evaluation criteria and notice attached as **Exhibit A**, is hereby ratified, confirmed and approved.

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

### PASSED AND ADOPTED this 15<sup>th</sup> day of December 2022.

ATTEST:		TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II	
Secretary/A	assistant Secretary	Chairperson, Board of Supervisors	
Exhibit A	Notice of RFP and Evaluati	on Criteria	

#### **Exhibit A**

# Landscape Maintenance Services Proposal prepared for

# Landscape & Irrigation Maintenance Services for Town of Kindred CDD

November 2022





407.396.0529 tel 407.396.2023 fax

1773 Business Center Lane Kissimmee, FL 34758

www.yellowstonelandscape.com

November 3, 2022

Richard Hernandez, District Manager Rizzetta & Company, Inc. 8529 Southpark Circle #330 Orlando, FL 32819 407.472.2471 ext. 0864

Re: Landscape & Irrigation Maintenance Services for Town of Kindred CDD

Dear Mr. Hernandez,

Thank you for considering a partnership with Yellowstone Landscape as your landscape maintenance service provider. Our proposal has been creased to address the specific needs and expectations you have expressed for **Town of Kindred CDD**. We call this your Plan for Success<sup>TM</sup> because our integrated service plan has been designed to give you a landscape that you can be proud of.

Your Plan for Success<sup>TM</sup> includes the following sections:

- Required Documents All required documents provided in your RFP, filled out and signed.
- About Us: Information about our company's qualifications, capabilities, and values.
- Landscape Approach: Our approach to the landscape maintenance services for your community. We've included our plan of action, a summary of observations of the property's current conditions, our 30-60-90 Day Plan, a 12-month task calendar outlining what services we'll provide, and mow and detail maps. We've also included example manager, irrigation, and fert/chem reports.
- Licenses & Certifications: Our business licenses, W-9, sample certificate of insurance, and our landscape certifications.
- **References:** Project pages for some of our local properties that we service.
- Pricing Forms: Completed pricing forms provided in your RFP.

If you have any questions after reviewing our proposal, please contact me at any time. I would welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,

Nicole Ailes

Nicole Ailes

Business Development Manager nailes@yellowstonelandscape.com

559.977.4719



# **REQUIRED DOCUMENTS**

#### AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF Florida

COUNTY OF Orange	
Before me, the undersigned authority appeared the affiant, Nicole Ailes	, and having taken
an oath, affiant, based on personal knowledge, deposes and states:	

- 1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager for Yellowstone Landscape ("Proposer"), and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.
- 2. I assisted with the preparation of, and have reviewed; the Proposer's proposal ("Proposal") provided in response to the TOWN OF KINDRED Community Development District proposal 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 one hundred and twenty (120) 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 within fourteen (14) days after receiving a notice of award or in a timeframe as may be extended by the District.
- 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 Addendum No.'s: \_\_\_\_\_\_\_
- 6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Proposal Pick-Up Time, 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; and (iv) 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 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.
- 7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the TOWN OF KINDRED Community Development 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	ave read the
foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.	

Dated this 19 day of Novembe	<u>√</u> , 20 <u>₹</u> .₹
Proposer:	Yellowstone Landscape
By:	lich ales
Title:I	Business Development Manager
STATE OF Florida	
county of <u>Crange</u>	
The foregoing instrument was acknowledged be notarization this 14th day of November, 20 who is personally known to me or who has produced and did [ ] or did not [ ] take the oath.	fore me by means of physical presence or online 22 by Nicole Ailes of Yellowstone Landscape as identification,
Notary Public State of Florida Sherry Lynn Folda My Commission HH 007582  Print Nam Commission	My Lynn 100da  blic, State of Florida  ne: Sherry Lynn Folda  on No.: HH 007582  nission Expires: 6/17/2024

# PROPOSAL FORM FOR EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR

### TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

#### TO BE SUBMITTED TO:

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT c/o Richard Hernandez, District Manager on or before November 17th, 2022 12:00 p.m.. (EST)

TO:	TOWN OF KINDRED Community Development District
FROM:	Yellowstone Landscape
	(Proposer)

In accordance with the Request for Proposals for Exterior Landscape and Irrigation Maintenance for TOWN OF KINDRED 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.

# TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES PROPOSAL FORM

I, Nicole Ailes	REPRESENTING	Yellowstone Landscape	_Company and/or
Corporation, agree to furnish t	he services required in	the scope/specifications a	at the following prices:
I. Annual Contract Pro	nosal Amount		
I. Annual Contract Pro	posai Amount:		
A. Annual Total	\$	Parts 1 thru 4)	
	(Contract Total -	Parts 1 thru 4)	
NAME OF PROPOSER:	Vellowstone Lands	scape	
		_	
ADDRESS: <u>1773</u>	Business Center Lane	, Kissimmee, FL 34758	<u> </u>
PHONE: 407-396-05	29 FAX:	407-396-2023	<u> </u>
SIGNATURE: Nicol	le Ailes		
PRINTED NAME: Nicole	Ailes		
TITLE: Business De	evelopment Manager		
DATE: <u>11/15/22</u>			

## TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

## PROPOSER'S QUALIFICATION STATEMENT EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

Yellowstone Landscape
(Name of Proposer)

## TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1.	Proposer:		/ / A Partnership
	[Con	npany Name]	/_/ A Corporation
2.	Parent Company Name:		/_/ A Subsidiary Corporation
3.	Parent Company Addres	s:	
	Street Address		
	P.O. Box (if any)		
	City	State	Zip Code
	Telephone	Fax	x no.
	1st Contact Name		Title
	2nd Contact Name		Title
4.	Proposer Company Adda	ress (if different):	
	Street Address		
	P. O. Box (if any)		
			Zip Code
	Telephone	Fax	x no
	1st Contact Name		Title
	2nd Contact Name		Title
5.	List the location of the o OF KINDRED.	ffice from which the pro	pposer would provide services to TOWN
	Street Address		
	City	State	Zip Code
	Telephone	Fax	No
	1st Contract Name		Title

6.	Is the	Proposer incorporated in the State of Florida? Yes ( ) No ( )
	6.1	If yes, provide the following:
		• Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ( ) No ( )
		If no, please explain
		Date incorporatedCharter No
	6.2	If no, provide the following:
		The State with whom the Proposer's company is incorporated?
		• Is the company in good standing with the State? Yes ( ) No ( )
		If no, please explain
		Date incorporatedCharter No
		• Is the Proposer's company authorized to do business in the State of Florida? Yes ( ) No ( )
	6.3	If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.
7.		the Proposer's company provided services for a community development district or ar community previously? Yes ( ) No ( )
	7.1	If yes, provide the following:
		<ul> <li>Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.</li> </ul>
8.		the Proposer's total annual dollar value of comparable contracts for each of the last (3) years starting with the latest year and ending with the most current year
	(18)_	, (19), (20)

### **Kindred CDD Item 7.1**

#### **List of Current CDD Contracts**

Stevens Plantation CDD- 2017- current

Enterprise CDD/Enterprise CDD 417 Section- 2018- 2022

Avalon Groves CDD- 2018- current

Westside CDD- 2015- current

Lake Ashton I CDD- 2011- current

Lake Ashton II CDD- 2011-2021

Solterra CDD- 2017- current

City Center CDD- 2015- current

Reunion East CDD-2008- current

Reunion West CDD- 2008- current

Tapestry CDD- 2017-current

General Liability	\$
A . 19 T 1 199	Ψ
Automobile Liability	\$
Umbrella Coverage	
Workers Compensation \$_	Expiration Date
suspended from bidding of	the Proposer or any of its affiliates are presently barred or contracting on any state, local, or federal contracts in any If so, state the name(s) of the company (ies)
The state(s) where barred α State the period(s) of debar	suspendednent or suspension
Yes () No () If so, who	to fulfill its obligations under any contract awarded to it? re and why?
other organization that has	
Other organization that has Yes ( ) No ( ) If so, state  List any and all litigation KINDRED, any officer an	f the Proposer ever been an officer, partner, or owner of some failed to fulfill job duties or otherwise complete a contract?

## Litigation



The listing below represents all settled and current litigation to which the company has been a party in the past five (5) years:

Case	Settled Date	Nature of Litigation
Yellowstone Landscape – Central, Inc. v. MMDC, LLC	2021	Collections and Contract Dispute
R.L. Ford v. BIO Landscape & Maintenance, Inc.	January 2015	Lease Contract Dispute
Austin Outdoor, LLC v. Former Employee	March 2014	Violation of Confidentiality and Non- Solicitation Agreement Compliance
Austin Outdoor, LLC v. Radco Property Management	June 2017	Contract Dispute
Austin Outdoor, LLC v. Former Employee	September 2017	Violation of Non-Solicitation Agreement Compliance

<sup>\*</sup>Prior to 2015, Yellowstone Landscape operated under the trade names Austin Outdoor and BIO Landscape and Maintenance, and retains the rights to those names as dba entities today.

List three (3) jobs (including company, contact person, and telephone number) previous twelve (12) months and the reason(s) why:  Attach current financial statements, prepared within the last one hundred eighty (1 showing current financial resources, liabilities, capital equipment and historical performance for the past one year.  Attach any certifications or documentation regarding educational experience personnel that would assist the District(s) in evaluating the quality and experience personnel.  Key Personnel: Describe any experience of the principal individuals (Superintendents, etc.) who are responsible for the actual landscape & maintenance work of your organization and who will be assigned to this contract it to contractor.  Name  Position  Type of Work  Yrs. Exp.  Yrs. With Firm  Name  Position			
showing current financial resources, liabilities, capital equipment and historical performance for the past one year.  Attach any certifications or documentation regarding educational experience personnel that would assist the District(s) in evaluating the quality and experience personnel.  Key Personnel: Describe any experience of the principal individuals (Superintendents, etc.) who are responsible for the actual landscape & maintenance work of your organization and who will be assigned to this contract it to contractor.  Name  Position  Type of Work  Yrs. Exp.  Yrs. With Firm  Type of Work  Yrs. Exp.  Yrs. With Firm	\		
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Name Position  Type of Work Yrs. Exp. Yrs. With Firm	Key Personnel: Describ Superintendents, etc.) w maintenance work of your	ho are responsible fo	or the actual landscape & irr
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Landon Pyle	Fert/Chem Manager		
Name	Posi	osition	
Integrated Pest Management	15	5	
Type of Work	Yrs. Exp.	Yrs. With Firm	
Name	Posi	tion	
Type of Work	Yrs. Exp.	Yrs. With Firm	
deemed necessary to verify the sta or necessary to determine whether for bidding on the landscape sen	atements made the TOWN Of vices request	DF KINDRED CDD or their authorized agents, in this document or documents attached hereto, F KINDRED CDD should consider the Proposer for proposals, including such matters as the performance, efficiency and general reputation.  By: Micole Ailes, Business Development Manage.	
This 7th day of Novemb	xer_, 20 <b>,2,2</b> -	[Type Name and Title of Person Signing]	
		(Corporate Seal)	
Sworn to before me this 7th	day of_ <i>No</i>	rember, 2022	
Notary Public State of Florida Sherry Lynn Folda My Commission HH 007582 Expires 06/17/2024		uxynnSolda June 17,2024	

#### 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: Randal Park CDD

Client Since: 2015

Contact Value: \$150,000+

Services Provided: Landscape Design & Installation, Landscape Maintenance

Client Contact Information: Alan Scheerer, Field Operations Manager

Governmental Management Services

219 E. Livingston St. Orlando, FL 32801

407.398.2890

ascheerer@gmscfl.com

Project Name: Westside CDD

Client Since: 2015

Contract Value: \$100,000+

Services Provided: Landscape Maintenance, Landscape Design & Installation

Client Contact Information: Andy Hatton, Project Manager

Governmental Management Services

219 E. Livingston St. Orlando, FL 32801

407.841.5524

ahatton@gmscfl.com

Project Name: City of Orlando ROW

Client Since: 2020

Contract Value: \$400,000+

Services Provided: Landscape Maintenance, Landscape Design & Installation

Client Contact Information: Stephen Bailiff, Right of Way Supervisor

407.246.2494

stephen.bailiff@cityoforlando.net

#### References



Project Name: Reunion East and Reunion West CDDs

Client Since: 2008

Contract Value: \$500,000+

Services Provided: Landscape Design & Installation, Landscape Maintenance

Client Contact Information: Alan Scheerer, Field Operations Manager

Governmental Management Services

219 E. Livingston St. Orlando, FL 32801

407.398.2890

ascheerer@gmscfl.com

Project Name: Solterra CDD

Client Since: 2017

Contract Value: \$100,000+

Services Provided: Landscape Maintenance

Client Contact Information: Larry Krause, District Manager

DPFM Management & Consulting, LLC

250 International Parkway, Suite 208, Lake Mary, FL 32746

321.263.0132 ext. 742

lkrause@dpfmc.com

#### **CORPORATE OFFICERS**

Company Name		Date		
Provide the following information for Officers of the	Proposer and parent comp	any, if any.		
NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE	
FOR PARENT COMPANY (if applicable)				

#### AFFIDAVIT FOR CORPORATION

State of	Florida	SS:
County of	Orange	
Nicole	e Ailes	
	isiness Development Mana	ger
of theY	Vellowstone Landscape	1.1 1 1 2 2 2 4 2 4 4 2 2 4 4 4 2 2 4 4 4 2 2 4
answers to officers are intentional i	the questions in the foreg correct and true as of th nclusion of false, deceptive	g duly sworn, deposes and says that the statements and oing concerning the qualification statement and corporate e date of this affidavit; and, that he/she understands that or fraudulent statements in this statement constitutes fraud; ser will be considered good cause for rejection of Proposer's
		Nicole Ailes
		(Officer must also sign here)
		CORPORATE SEAL
of Novem.	ged before me by means ber, 202 <b>1,</b> by <u>Nicolo</u> duced_as identification.	of physical presence or online notarization this day IHH Ailes who is (V) personally known to me or
	Notary Public State of Florida Sherry Lynn Folda My Commission HH 007582	Notary Public, State of <u>Florida</u> Print Name: <u>Sherry Lynn Folda</u> Commission No.: <u>HH 007582</u> My Commission Expires: 6/17/2024



386.437.6211 tel 386.437.5143 fax

3235 North State Street PO Box 849 Bunnell, FL 32110

www.yellowstonelandscape.com

November 7, 2022

Town of Kindred CDD 8529 SouthPark Cir. #330 Orlando, FL 32819

RE: Landscape and Irrigation Maintenance Services Request for Proposals

Dear Sir/Madam:

I, Chris Adornetti, a Secretary in the Yellowstone Landscape corporation, authorize Nicole Ailes to sign and negotiate on our firm's behalf on all proposals and agreements related to the listed as "Landscape and Irrigation Maintenance Services Request for Proposals".

Sincerely,

Chris Adornetti

Secretary

Yellowstone Landscape

## SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1.	This sworn statement is submitted to TOWN OF KINDRED Community Development District.
2.	This sworn statement is submitted by
	and (if applicable) its Federal Employer Identification Number (FEIN) is (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
3.	My name is and my relationship to the entity named above is
1.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u> , means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5.	I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), <u>Florida Statutes</u> , means:
	A) A predecessor or successor of a person convicted of a public entity crime; or,

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person

B)

controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means

7.

any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies): There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida,

[CONTINUED ON NEXT PAGE]

the convicted vendor list. (Please attach a copy of the final order.)

Services.)

Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from

describe any action taken by or pending with the Florida Department of Management

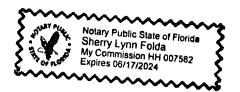
The person or affiliate has not been placed on the convicted vendor list. (Please

Sherry Lynn Lolde

Date: Movember 7, 2022

STATE OF Floridas
COUNTY OF Quange

Acknowledged before me by means of physical presence or online notarization this day of November, 2022, by Nicole Ailes who is personally known to me or ) has produced as identification.



Motary Public, State of Florida Print Name: Sherry Lynn Folda Commission No.: HH007582

My Commission Expires: Tune 17,2024



# **ABOUT US**

### About Yellowstone Landscape





*Yellowstone Landscape* began in 2008 with the unification of established, independently successful local and regional landscape companies.

For more than a decade, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape maintenance, landscape design and installation, landscape enhancements, and tree care services.

Yellowstone Landscape has become one of the industry's fastest growing and most trusted commercial landscaping companies, proudly serving more than 3500 client properties from local branch operations facilities across the South and Southwest. We offer a uniquely comprehensive selection of services, allowing us to serve a project through the years - from planning and design, to a mature and thriving landscape in the ground.

Yellowstone Landscape is dedicated to creating and maintaining green spaces that enhance the quality of life where you live, work, and play. We provide professional landscaping services to some of the most outstanding homeowner associations, local governments, master planned developments, resorts, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers across the South and Southwest.

#### Quick Facts About Yellowstone Landscape:

- Landscape Services Offered Include:
   Landscape Maintenance, Landscape Design
   & Installation, Landscape Enhancements,
   Irrigation System Maintenance, and Tree Care
- Over 3000 Full-Time Employees & 500 Seasonal and Part-Time Associates
- Established Executive Leadership and Operations Management Teams comprised of some of our industry's most respected men and women
- Safety Program recognized as among the most proactive in the landscape industry
- More than 2000 vehicles in our service fleet
- 35+ Local Operating Branches across the South and Southwestern United States
- 93% Client Satisfaction Rating in our most recent annual client survey
- 37 National Landscape Awards of Excellence received since 2008
- More than 1.5 million trees planted along public roadways across the South and Southwest

Nicole Ailes 11/8/22

#### 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.

# Seasonal Color Installations





If you want to make a big impact and create dramatic curb appeal for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will "bring the wow" to your entrances and feature areas with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a custom design proposal tailored to your preferences, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the

previous rotation's plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with tighter spacing to create more vibrant color and instant impact. As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants' watering requirements are being met.

#### Landscape Design





You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create **photo renderings** so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.

#### **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

#### **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.



Tim Portland has served as *Chief Executive Officer* of Yellowstone Landscape since 2012. Prior to joining Yellowstone, Mr. Portland was the CEO of United Subcontractors, one of largest installers of insulation and other building products in the country. Over his ten year career at Scotts Miracle-Gro, he led several lines of Scotts' businesses. For five years before joining Scotts, Mr. Portland was a management consultant with McKinsey and Company. He has an MBA from the University of Virginia's Darden Business School, and an undergraduate degree from Dartmouth College.



Harry Lamberton joined Yellowstone in 2022 as *President* to drive continuous improvement in Yellowstone's growth, quality, and safety applying expertise gained from over 20 years of leading environmental and sustainability businesses at Waste Management. His track record includes driving profitable growth in multiple operational assignments - including branch-based businesses, launching new and expanding existing business lines. Harry earned a BA from the University of New Hampshire and an MBA from the Goizueta School of Business at Emory University.



Elise Johnson has been Yellowstone Landscape's *Vice President of Human Resources* since joining the company in 2010. She earned her bachelor's degree from Dickinson College, before completing a Master's Program at Rutgers, The State University of New Jersey. Before joining Yellowstone, Ms. Johnson held similar positions at investment firms in New York and New Jersey. As Vice President of Human Resources, Ms. Johnson and her staff's responsibilities include recruiting, employee retention, training, and compliance.



James Herth is Yellowstone Landscape's *Vice President of Business Development*, a position he accepted in 2014, after joining the company in 2011 as Branch Manager in the Jacksonville branch location. Mr. Herth is responsible for the growth and development of the company, overseeing the Business Development team. A twenty-year industry veteran, Mr. Herth is a licensed Arborist and holds a bachelor's degree from Siena Heights University.

### Brian Wester, Regional Vice President





As the Regional Vice President of Yellowstone Landscape, Brian is responsible for overseeing the region's daily operations. Having played a key role in establishing the Central Florida district of the company, he previously managed the district from 2004 until 2010, when he assumed his present role leading the Southern region.

#### **Education**

*University of Florida,* Gainesville, FL Master of Business Administration

*University of Phoenix,* Phoenix, AZ Bachelor of Science, Business and Finance Major

Lake City Community College, Lake City, FL Associate of Science, Golf Course Operations

#### Relevant Experience

*Regional Vice President,* Yellowstone Landscape – Jacksonville FL 2011 - present

Responsible for all landscape operations within the Yellowstone Landscape Southern region, including Florida, Georgia, and South Carolina. Oversees all branch operations and employees, builds operational strategies that improve company-wide quality, and manages operations training and leads continues improvement efforts.

*District Manager*, Austin Outdoor, LLC – Orlando, FL 2003-2010

Responsible for landscape construction and maintenance operations, worked with all plans, blueprints, and specifications for each project, hired and coordinated construction crews, balanced the workload and materials for each project, maintained up-to-date roster of all personnel and job activities, identified equipment and resources needed for each project, assured preventative maintenance on all equipment, conducted regular inspections of in-progress projects, and identified training needed for personnel.

## 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.

## 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.

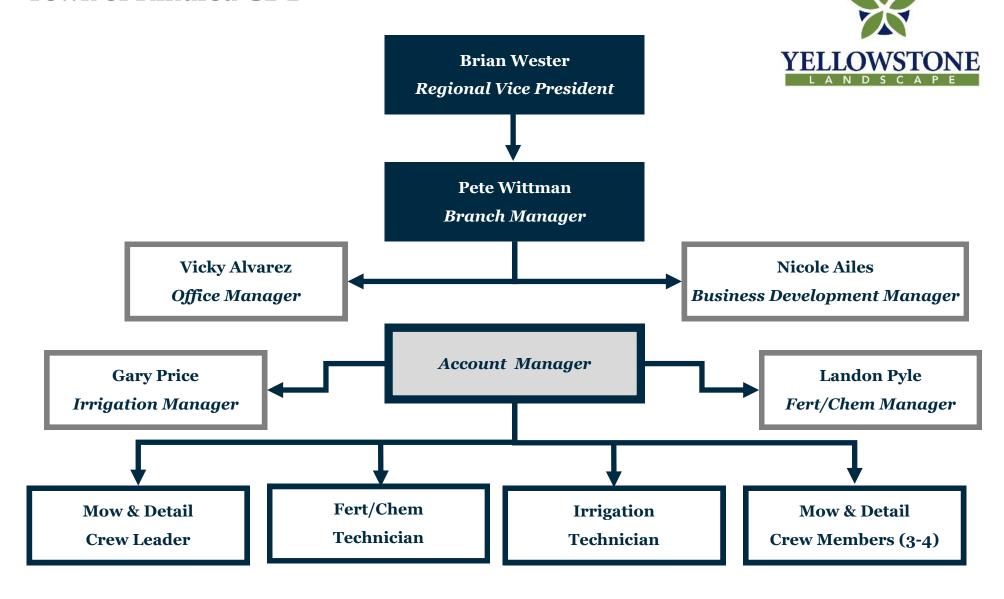
*Irrigation Supervisor,* ProScape Inc. – Orlando, FL 2004-2019

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.

#### Town of Kindred CDD



## 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 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 30 local branch operations facilities across 8 states in the South and Southwest. 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 \$230,000,000 in 2018. 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 \$20 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

# Listing of Major Equipment



Below is a summary listing of fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, Southeast Region.

Vehicle/Equipment	Quantity
Mowers (Various Sizes)	>250
Heavy Duty Pickup Trucks	>100
Irrigation Trucks	>35
Water Tank Truck	2
Other Work Trucks	>150
Motorized Work Carts	>75
Heavy Construction Equipment (Various Caterpillar)	>30

#### Yellowstone Landscape Group - Fixed Assets

Tellowstolle Editas		<u>lea Assets</u>	
Short Description	Serial Number	Acquisition Date	Notes
Kubota, 2013 RTV 1140	24040	Mar 1, 2013	
Kubota, 2013 RTV 1140	24043	Mar 1, 2013	
Kubota, 2013 RTV 1140	24036	Mar 1, 2013	
Kubota, 2013 RTV 1140	24062	Mar 1, 2013	
Kubota, 2013 RTV 1140	24025	Mar 1, 2013	
Kubota, 2013 RTV 1140	24022	Mar 1, 2013	
Kubota RTV1140CPX	34908	Mar 1, 2015	
Mower, Exmark Lazer S 60"	315603854	Mar 1, 2015	
Mower, Vantage 52"	314612663	May 1, 2015	
Mower, Lazer S 72"	315637952	May 1, 2015	
Mower, Toro Turbo Force	314000206	Sep 1, 2015	
Mower, Vantage 52"	315652687	Oct 1, 2015	
Mower, Exmark 48"	315667541	Oct 1, 2015	
Mower, Exmark 21"	315643573	Oct 1, 2015	
Mower, Exmark 21"	315643586	Oct 1, 2015	
Mower, Exmark 21"	315643588	Oct 1, 2015	
Mower, Exmark Push	315625810	Nov 1, 2015	
Sm Equipment, 2 cycle	Multiple	Apr 1, 2016	
Sm Equipment, 2 cycle	Multiple	Apr 1, 2016	
Mower, Exmark Vantage S 52"	316616230	May 1, 2016	
Mower, Exmark Vantage S 52"	316616233	May 1, 2016	
Sm Equipment, 2 cycle	507837404	Jun 1, 2016	
RTV, X1140W-H	12239	Jun 1, 2016	
Mower, Exmark Vantage 60"	316635609	Jul 1, 2016	
Sm Equipment, 2 cycle	436024675 982610840	Sep 1, 2016	
Sm Equipment, 2 cycle	Multiple	Oct 1, 2016	
Sm Equipment, 2 cycle	507434178 507434196	Oct 1, 2016	
Sm Equipment, 2 cycle		Dec 1, 2016	
Vermeer RTX250 Track Trencher	4613404921	Dec 1, 2016	
Sm Equipment, 2 cycle	508607793	Jan 1, 2017	
Sm Equipment, 2 cycle	51030114 510301157	Apr 1, 2017	
Mower, Vantage 52"	400034356	Apr 1, 2017	
Mower, Exmark Lazer S 72"	316664692	Apr 1, 2017	
Sm Equipment, 2 cycle	510133822 510741997	Apr 1, 2017	
SM Equipment, 2 Cycle	510671407	Jun 1, 2017	
100/50 Gallon Skid	Need from Branch	Jun 1, 2017	
Small Equipment, 2 Cycle	Multiple	Jun 1, 2017	
Small Equipment, 2 Cycle	Multiple	Jun 1, 2017	
Small Equipment, 2 Cycle	Multiple	Sep 1, 2017	
Mower, Vantage 84"	401060214	Oct 1, 2017	
Mower, Lazer 24"	400557987	Oct 1, 2017	
Small Equipment, 2 Cycle	511382263	Dec 1, 2017	
Mower, Exmark, Vantage 52'	401017088 401017090	Dec 1, 2017	
Mower, Exmark, Vantage 52'	401017030	Dec 1, 2017	
Roughneck 2 Ton Chain		Dec 1, 2017	
Small Equipment, 2 Cycle	404045604	Dec 1, 2017	
Toro Groundmaster	401245601	Jan 1, 2018	

Mower, Vantage 60"	402225444	Mar 1, 2018	
Mower, Turf Tracer 36"	401016982	Mar 1, 2018	
Mower, Turf Tracer 36"	401162694	Mar 1, 2018	
Mower, Turf Tracer 36"	401162695	Mar 1, 2018	
Mower, Exmark 21" Walk Behind	402390362	Apr 1, 2018	
Mower, Exmark 21" Walk Behind	402390365	Apr 1, 2018	
Mower, Exmark 21" Walk Behind	402390366	Apr 1, 2018	
Small Equipment, 2 Cycle	Multiple	Apr 1, 2018	
Small Equipment, 2 Cycle	Need From Branch	Jun 1, 2018	
Billy Goat Truck Loader	070218049	Sep 1, 2018	
Billy Goat Vaccuum	022618418	Sep 1, 2018	
Billy Goat Vaccuum	052918347	Sep 1, 2018	
Spreader/Sprayer	Need From Branch	Oct 1, 2018	
21" Pool Vacuum w/ 60 Cord	092517	Dec 1, 2018	
Mower, Exmark 60"	404507369	Mar 1, 2019	
Mower, Exmark 60"	404507372	Mar 1, 2019	
Mower, Exmark 60"	404507375	Mar 1, 2019	
Mower, Exmark 60"	404507400	Mar 1, 2019	
Mower, Exmark 60"	404562906	Mar 1, 2019	
Mower, Exmark 60"	404562907	Mar 1, 2019	
Mower, Exmark 60"	403234861	Mar 1, 2019	
Mower, Exmark 60"	403234870	Mar 1, 2019	
Blower, Trimmer, and Edger	Multiple	Mar 1, 2019	
Small Equipment, 2 Cycle	Multiple	Aug 1, 2019	
Small Equipment, 2 Cycle-ORLS	Multiple	Aug 20, 2019	
Small Equipment, 2 Cycle	· ·	Sep 1, 2019	
Blower, B&S Zero Turn	171230	Oct 1, 2019	
Mower, 30" Exmark	406300546	Nov 1, 2019	
Mower, 30" Exmark	406300545	Nov 1, 2019	
Mower, 30" Exmark	406300525	Nov 1, 2019	
Mower, 21" Exmark	405029586	Nov 1, 2019	
Mower, 21" Exmark	405029587	Nov 1, 2019	
Small Equipment, 2 Cycle	See add'l descrip.	Nov 1, 2019	
Cat Compact Track Loader	TAW07743	Jul 1, 2017	
Truck, 2013 Isuzu NPR HD #1255	54DC4J1BXDS801239	Jun 1, 2013	
Trailer, 2013 Open Utility	1Z9BU1622DJ213992	Jul 1, 2013	
Trailer, All Pro Utility 5 x 8	1Z9UT083.7EJ213628	Nov 1, 2013	
Trailer, 2014 Utility 5 x 8	1XNU5X8G191027025	Nov 1, 2013	
Truck, 2008 Ford F550	1FDAW57R18EA27853	Apr 1, 2014	
Trailer, 2014All Pro Utility	1Z9UT1218EJ213604	May 1, 2014	
Truck, 2015 Ford F250 #1299	1FT7W2A61FEA71280	Jun 1, 2014	
Truck, 2015 Ford F250 #1300	1FT7W2A63FEA71281	Jun 1, 2014	
Trailer, 2015 5x10 Open	16VA1011E3A44097	Mar 1, 2015	
Trailer, 2015 Big Tex	16VEX2227F3001136	Mar 1, 2015	
Truck, 2015 Ford F250 #1322	1FT7W2A66FEC60913	Apr 1, 2015	
Truck, 2015 Ford F250 #1321	1FDBF2A66FEA89585	Apr 1, 2015	
Truck, 2012 Ford F550 #1320	1FD0W5GT1CED19941	Apr 1, 2015	
Trailer, 2015 Open Utility	16VNX1628F3002221	May 1, 2015	
Trailer, 2015 Triple Crown	1XNU616T4F1054323	Sep 1, 2015	
Truck, 2014 Ford F 150 #1406	1FTNF1CF0EKD17301	Sep 1, 2015	

Truck, 2015 Ford F350	1FD8W3G66FEB97454	Sep 1, 2015	
Truck, 2015 Ford F250	1FT7W2A66FEC46963	Sep 1, 2015	
Trailer, 2015 Big Tex Utility	16VNX1623F3026409	Nov 1, 2015	
Trailer, 2015 Big Tex Utility	16VNX162XF3027623	Nov 1, 2015	
Trailer, 2015 Big Tex Utility	16VNX1624F2027929	Nov 1, 2015	
Trailer, 2016 Big Tex Utility	16VPX1629G3067850	Apr 1, 2016	
Truck, 2016 Ford F250 #1418	1FT7W2A6XGEA19776	Apr 1, 2016	
Truck, 2016 Ford F250 #1417	1FT7W2A62GEA42405	Apr 1, 2016	
Trailer, 2016 Big Tex Utility	16VVX0816G3078388	Jul 1, 2016	
Truck, 2016 Chevy Silverado	1GC1CUEG0GF265145	Oct 1, 2016	
Truck, 2016 Chevy Silverado	1GC1CUEGXGF232167	Oct 1, 2016	
Trailer, 2017 Gatortail 7x20	TC1010500	Dec 1, 2016	
Trailer, 2017 Gatortail 8x24	TC1010504	Dec 1, 2016	
Truck, 2017 Chevy Silverado	1GC1CUEG8HF103118	Apr 1, 2017	
Truck, 2017 Chevy Silvarado	1GC1KUEG4HF125460	Jun 1, 2017	
Trailer, 2017 Anderson	4YNBN1629HC081561	Sep 1, 2017	
Truck, 2017 Ford F-5250 #1480	1FT7W2A65HED90359	Oct 1, 2017	
Truck, 2017 Ford F-5250 #1481	1FT7W2A66HEB67800	Oct 1, 2017	
Trailer, 2017 Utility	16VPX1626H3075521	Nov 1, 2017	
Trailer, 2017, Utility	16VPX1629J3091766	Nov 1, 2017	
Trailer, Big Tex, Small Reunio	16VAX1019H3025346	Dec 1, 2017	
Trailer, 2018 50LA-16	16VNX1625J3011788	Apr 1, 2018	
Truck, 2017 Chevy #1502	54DCDJ1B6HS807335	Apr 1, 2018	
Truck, 2018 Chevy 4500 #1500	54DCDJ1B1JS800153	Apr 1, 2018	
Truck, 2018 Chevy 4500 #1501	54DCDJ1B8JS800151	Apr 1, 2018	
Truck #1287 New Engine		May 1, 2018	
Trailer Tag Renewal		May 1, 2018	
Truck, 2014 Chevy #1508	1GAZG1FA9E1193557	May 1, 2018	
GPS #1502		Jul 1, 2018	
Truck Graphics #1502		Jul 1, 2018	
GPS #1500		Jul 1, 2018	
Truck Graphics #1500		Jul 1, 2018	
GPS #1501		Jul 1, 2018	
Truck Graphics #1501		Jul 1, 2018	
Truck, 2019 Chevy 1500 #1591	1GCPWAEF4KZ248704	Feb 1, 2019	
Truck, 2019 Chevy 1500 #1592	1GCPWAEF8KZ248270	Feb 1, 2019	
Trailer, 2019 Big Tex Utility	16VEX123456712345	Mar 1, 2019	
Trailer, 2019 Big Tex Utility	16VEX123456712345	Mar 1, 2019	
Truck, 2019 Ford Transit #1626	1FTYE1YM6KKA17670	May 1, 2019	
Trailer, Tag		Jun 1, 2019	
Trailer, Tag		Jun 1, 2019	
Truck, 2019 Chevy #1631	1GCPWAEEXKZ318500	Jun 1, 2019	
Trailer, 2019 Big Tex	16VPX1622L3022274	Jul 16, 2019	



## LANDSCAPE APPROACH





1773 Business Center Lane Kissimmee, FL 34758

www.yellowstonelandscape.com

November 15, 2022

Richard Hernandez District Manager Rizzetta & Company, Inc. 8529 Southpark Circle #330 Orlando, FL 32819 407-472-2471 ext. 0864

#### Re: Approach to Landscape Maintenance Services for Town of Kindred CDD

Dear Mr. Hernandez,

We thank you for the opportunity to provide a proposal for the landscape maintenance at Town of Kindred CDD. We are excited about the possibility of maintaining such a pristine landscape. We understand the scope of work and we are very confident in our abilities to perform the work requested at the highest level.

Our resume of work shows what our teams are capable of in the landscape. We understand high demands and expectations by performing work on some of the most highly detailed HOA's and Resorts throughout Florida and the southeast. We work to exceed expectations and we accomplish this by coming up with a personalized plan for each property. We have numerous people within our organization that have experience working with properties like Town of Kindred CDD.

Our approach to all mowing functions (mowing, edging, line trimming, and blowing) will vary depending upon species of turf and this will go in accordance to scope of services that was provided to us. Our crew members are certified with each individual mower and all equipment that will be utilized on the job. We do this to ensure the safety of our employees, to ensure safety of your residents, and to maximize quality of mowing.

Our approach to pruning will be dependent upon the type of plant material. For shrub pruning, we will put in place horticultural practices that will be aesthetically correct and will follow practices that will help the plants grow fully and healthy. Not all shrubs need sheared, and some will need rejuvenation pruning. We will work with management and plan what shrubs are sheared and those that will be maintained with hand pruning. Grasses will be trimmed back two times annually to about 18". Throughout the year they would only be pruned to ensure that sidewalks and roadways are not encroached. Trees and palms will be done according to certified arborist standards. Trees will be lifted as needed to provide clearance only to the standards set forth in arborist standards. Palms under 12' will be done with the frequencies outlined in scope to remove dead fronds and seed pods and they will also be done to certified arborist standards.

Our plan is to staff the property with a crew that will range from 3-5 members, depending on the time of year. The crew will stay together for mowing operations on the main boulevard and focal areas, like the clubhouse, to move swiftly through these areas. They will break off into a separate mow crew and a separate detail crew to make it through their weekly and daily operations. They will be on site 3 days during the growing season and 2 days during the winter months.

We are quality based and our number of employees may fluctuate due to workload and weather pattern changes. If more crew members are needed in certain weeks, we will make the adjustments. We will have an experienced chemical applicator assigned to complete the monthly fertilizer and chemical programs. This applicator will also be brought in as needed for any issues that may arise from fungus or insects. Detail will be broken into sectional areas to complete a detail cycle every four weeks. There will also be people that will be trained in proper use of post emergent spraying. This will allow us to stay on top of weed growth. There will be a seasoned crew leader that can communicate with anyone who they may encounter and is trained in proper horticultural techniques. There will be an Account Manager that oversees the crew and is responsible for walking the site weekly and creating a task list for the crew. Arborists and Pest Managers will also be responsible for walking the site and making notes of any items to address and doing reports for the property on any chemical or fertilizer treatments. The Branch Manager will meet bi-weekly with the Account Manager to ensure the project is meeting the standards of quality that both Town of Kindred CDD and Yellowstone Landscape expect.

The irrigation system shall be inspected in full 1-time per month by an experienced irrigation technician to ensure that all turf and plant material has proper water coverage. We will also do visual inspections with the site manager to identify any possible issues. This will help us stay on top of breaks and other minor repairs that should not wait to be repaired. We will constantly be identifying ways to improve the coverage of current irrigation system and reduce water use.

We at Yellowstone Landscape feel we can be an integral part of the team at Town of Kindred CDD that delivers to the high expectations that come with such a pristine property. We are constantly looking for opportunities where a lasting relationship can occur and we know with our team's experience, we can build that relationship by performing quality work and communicating with management on a regular basis. Thank you again for this chance to provide a proposal for Town of Kindred CDD. Please don't hesitate to reach out if you would like to speak with anyone on our team.

Sincerely,

Nicole Ailes

Nicole Ailes

Business Development Manager nailes@yellowstonelandscape.com

559-977-4719

### Summary of Observations

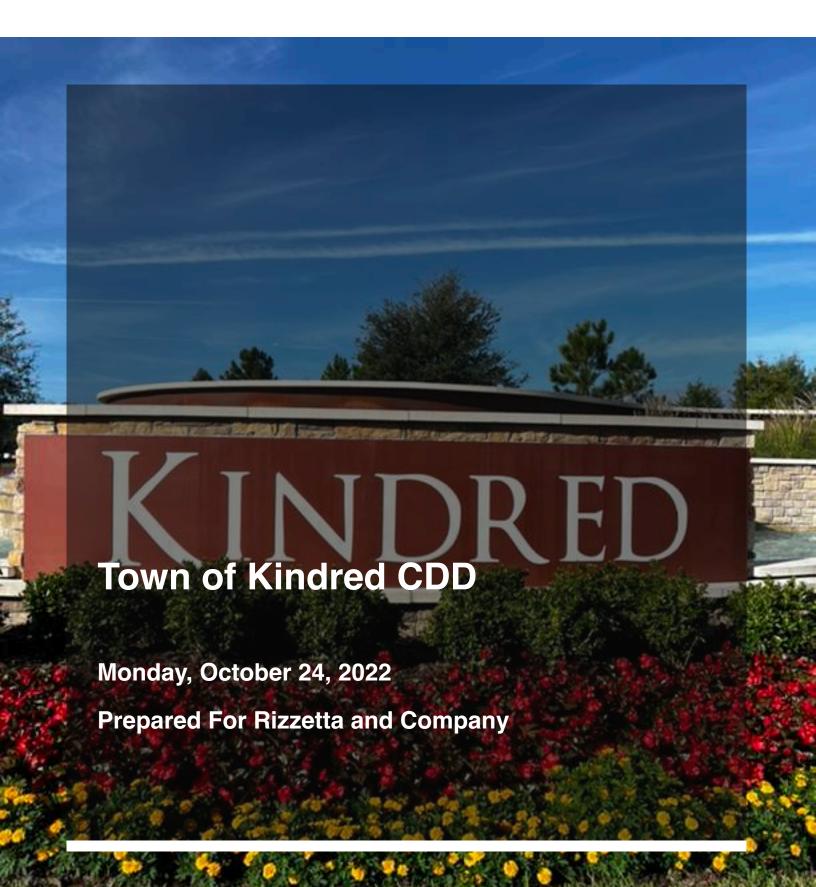


To Mr. Hernandez and Board of Directors,

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.







Item 1 Submit a proposal to replace missing plants around clubhouse area.



Item 2
St. Augustine turf is showing signs of stress. Check irrigation for proper coverage and fertilize to promote new growth.



Item 3
Edge around irrigation valve boxes to prevent box from getting buried.



Item 4
Pick up debris laying in turf areas prior to mowing operations.



Item 5 Spray weeds growing in landscape beds. Hand pull tall weeds that cannot be sprayed.



Item 6
Spray weeds growing in landscape beds.



Item 7
Hand pull weeds growing in between shrubs in landscape beds.



Item 8
String trim along edge of retention area to keep a uniform height around the entire retention area.



Item 9
Check irrigation in zoysia field for proper coverage, as some areas appear to be drying out.

# Startup Plan – Town of Kindred 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
- Begin maintenance mowing, blowing, and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds, and entrance features)
- o Spot treat weeds in turf areas to be reclaimed
- 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
- Continue irrigation maintenance and inspections
- o Continue routine maintenance mowing, blowing, and edging
- o Retreat turf weeds
- o Continue RoundUp applications throughout property
- 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

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



### Town of Kindred CDD- 12 Month Task Calendar

Task	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Visits
Total Visits	4	4	4	5	4	5	4	5	4	5	4	4	52
Turf													
Mowing- St. Augustine & Zoysia	2	2	4	4	5	4	5	4	5	4	4	2	45
Hard Edging	2	2	4	4	5	4	5	4	5	4	4	2	45
Soft Edging	2	2	2	2	2	2	2	2	2	2	2	2	24
String Trimming	2	2	4	4	5	4	5	4	5	4	4	2	45
Backpack Blowing	2	2	4	4	5	4	5	4	5	4	4	2	45
Bahiagrass Insecticide (spot treatment ants)	1	1	1	1	1	1	1	1	1	1	1	1	12
St. Augustine Insecticide			1				1						2
St. Augustine Post-Emergent Weeds	1		1				1		1		1		5
St. Augustine Arena Application					1								1
St. Augustine Pre-Emergent Weeds					1								1
St. Augustine Fungicide	1		1		-				1		1		4
St. Augustine Fertilization	1		1		1		1		1		1		6
Zoysia Insecticide	-		1	1	1	1	1		1	1	1		8
Zoysia Post-Emergent Weeds			1	1	1	1	1		1	1	-		7
Zoysia Pre-Emergent Weeds		1	-	1	1	1				1	1		2
Zoysia Fuer Emergent Weeds Zoysia Fungicide		1	1	1	1	1	1		1	1	1		9
Zoysia Fungicide  Zoysia Fertilization		1	1	1	1	1	1		1	1	1		7
Soil Analysis Testing			1	1	1	1	1		-	1			
Turf Spot Treatments	,	,					,		,				1
Shrubs and Beds	1	1	1	1	1	1	1	1	1	1	1	1	12
	1	,	,	,	,	,	2	,	,	,	,	-	10
Pruning Ornamental Grasses	1	1	1	1	1	1	2	1	1	1	1	1	13
Manual Weed Control			1		_		_			1			
	1	1	1	1	1	1	2	1	1	1	1	1	13
Post-Emergent Weed Control	1	1	1	1	1	1	2	1	1	1	1	1	13
Pre-Emergent Weed Control				1									1
Fungicide Application		1		1		1		1		1		1	6
Insecticide Application		1		1		1		1		1		1	6
Shrub Fertilization		1		1		1		1		1		1	6
Trees													
Tree Pruning up to 10'	1	1	1	1	1	1	1	1	1	1	1	1	12
Crepe Myrtle Pruning		1											1
Tree Fertilization		1		1		1		1		1		1	6
Palms Palm Pruning (below 12')	1	1	1	1	1	1	2	1	1	1	1	1	10
Palm Pruning-Standard (above 12')	1			-	1	-		1		1		1	13
Palm Pruning-Washingtonia (above 12')			1					1					2
Palm Pruning-Specialty (above 12')			1					1					2
		,				1						1	
Palm Fertilization Palm Injections- Specialty Palms		1	-	1		1	-	1		1		1	6
Irrigation			1				1				1		3
Irrigation Inspection Monthly	1	1	1	-1	-1	-1	1	1	1	1	1	-1	10
Seasonal Color	1	1	1	1	1	1	1	1	1	1	1	1	12
Color Rotation													
	1		<b>.</b>	1			1			1			4
Manual Weed Control	4	4	4	5	4	5	4	5	4	5	4	4	52
Bed Prep	1			1			1			1			4
Insecticide Application	1			1			1			1			4
Fungicide Application	1			1			1			1			4
Fertilization	1			1			1			1			4
Other Items													
Mulch Application										1			1

For any turf, shrub, tree, or palm application an Integrated Pest Management Program will be implemented. If certain applications are not needed when scheduled on this calendar, we will focus our attention in other areas. Our approach will always be preventative by monitoring site conditions. Additional spot treatments may be made throughout the year to address certain issues.



# Town of Kindred CDD Summer Mow Map





# Town of Kindred CDD 4-Week Detail Map





### November Report

Date: Wednesday, November 20, 2019

**Property:** Stevens Plantation

Account Manager: Paul A Newman

#### **Maintenance Activities**

• Emptying of trash receptacles and DogiPots weekly throughout Stevens Plantation : Wednesday through Friday.

- Trim and detail shrubs beds at community entrance
- Perform Mechanical and chemical weed landscape beds along Nolte road and community entrance
- Continue treating ant mound throughout property as needed
- Perform Mechanical and chemical weed landscape beds along Nolte road and community entrance
- Cut back ornamental grasses on the north side of Nolte road
- Begin cutting back Ornamental grasses on the south side of Nolte road
- Cut back encroaching Woodline behind Dodi station on Pawleys loop
- Mulch all landscape beds and tree rings along Nolte road and community entrance

### **Mowing Activities**

- Preform weekly moving and string trimming of retention ponds and common areas Bahia grass
- Perform weekly mowing service on all St Augustine along Nolte road and community entrance

### **Irrigation Activities**

- Repair irrigation break by sidewalk on the south side of Nolte road
- Repair 4 inch main line leak on the exit side of the Estates

### **Fertilization and Pest Control Activities**

- All St Augustine turf areas was fertilize with 16-2-8 fertilizer
- All St Augustine turf areas was treated for turf weeds: Pre and Post emergent herbicide
- All St Augustine turf areas was for Chinch bug with insecticide

### **Projected Work**

- Change out annual beds with Poinsettias and white Petunia November 26 -2019
- Continue cutting back Ornamental grasses on median Nolte road
- Raised canopy on Bald Cypress tree along Nolte road
- Cut back encroaching wood line by land bridge between Magnolia green and Varandah Lakes along Nolte rd.
- · Raised canopy on Oak trees along Nolte road
- Begin selectively cutting back encroaching wooded at around retention pond

	70	200		Date:	1	11-14			Job I	Name:	OK	AHUMPKA SELVICE PLATA					
VE	TON	Were		Cont	roller					Vumbe	1005-53EE						
1 E	LLO	WSTC	JNE	# Sta	tions	al	)	SV	C: Y o	r N	Rai	n Sensor(Y) or N Controller # of					
	Progr	am "A"	Total	Run	ime =						rogr	am "B" Total Bun Time=					
	-7 art Tir	ne:	50p	Run Time = T W Th F S							Start Time: 104M / W (Th) F S						
	Progr	ram "C"						AURIL-		Program "D" Total Run Time =							
St	art Tir		М	T W	' Th	F 5	/	oense.		16-20 Su W T W (Th) F S Start Time: 3 FM / /							
	Σ	ш		HEAD	TYPE			PL	ANT T	YPE							
STATION	PROGRAM	RUN TIME	Sprays	Rotors	Drip	Subblers	Turf	Shrubs	Flowers	Trees	asmine	Repairs and Modifications					
1	A	40			V							4 Breaks in Drip					
2	A	(0)			V							2 Breaks in Drip					
3	IA	(0)			V	V											
4	A	600			V												
5	A	lo			V												
6	A	60			V												
7	A	(00)			V							Broken Valve Needs to be seplored.					
8	B	40			V							2 Breaks in Drip					
9	B	100			V	V											
10	B	100		V								1 Broken loter/1, Broken Wille					
11	B	40			V							Bood Solenoid 1 Breat					
12	B	60			V							1 Break in Drip					
13	B	60			V							1 Break in Drip					
14	B	60			V	V						1 Broken Bubbler					
15	NO	NE	19	27/	7	2-7	2	2	to	1	22	manne					
16		50			V							2 Breaks in Drip					
17	D	50			V							1					
18	D	50			V												
180	Time	for Rep Forma	oir:() n: 1A	ut			_ CH	МН				Repairs Completed: YES or NO  Urgent Repair: YES or NO					

#### Fungicide / Insecticide Used: Disease & Insect Ornamental Application Information 200 ulation Plants(s) Treated: Plants(s) Treated: Plants(s) Treated: Report Item #(s): Target Prest Target Pest: Target Pest: Scheduled Application Service Call 5 3 Kreavy Date: Lawn & Ornamental Report Manager's Signature: Gain Constrol Fertilization F Selected ¥ Selected Summer Report Item #(s): Granular: Liquid: 1) Analysis: 2) Analysis: Annuals: Annuals: Palms: Palms: Plants: Plants: 50 Wyndsor Park A.c.llen Fungicide / Insecticide Used: Target Pest: Ants, fleus Target Pest: Loc+ Rot. Bown Retch Eagle 20EW Disease & Insect Turf Application 11101 Ornamental Application 1) Tal-star Report Item #(s): Area(s) Treated: Area(s) Treated: さた Property: allas 3 Turf Application Information 3 Thinned Technician's Signature need Herbicide(s) Used: Herbicide Used: Weed Control Speedana Pro-m Yellow stone budgings Hazine Name - Joys, Kosey Brad, Mome Report Item #(s): Area(s) Treated: Area(s) Treated: Applicator Information: Liquid: Granular: Turt 20+5 Ail 7 5 application will reclusi Comments & Observations: 主 (Ibs. N / 1000 Sq. Ft.) (Ibs. N / 1000 Sq. Ft.) 12-0-0 Fertilization I.D. Card # -Application Rate: Contractor: Application Rate: Report Item #(s): Area(s) Treated: Area(s) Treated: Liquid: Granular: 1) Analysis: 2) Analysis:



# **LICENSES & CERTIFICATIONS**

### BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.

112799

2023

BUSINESS TYPE: 6190 HANDYMAN/CARPENTER"SUB CONTRACTOR

ONLY"(BLDG DEPT)

**EXPIRATION** 

**SEPTEMBER 30, 2023** 

08/23/2022 Oper N/A Internet Paid 0.00 Rcpt.#035265

117589 TRANSFER 0.00 ORIGINAL TAX 0.00 AMOUNT 0.00

PENALTY COLLECTION COST TOTAL

0.00 0.00 0.00

BUSINESS:

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

Location: **OSCEOLA COUNTY** 

P.O. BOX 422105, KISSIMMEE FL 34742-2105

THIS RECEIPT IS THE 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 Osccola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to \$250.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the licensee from any other license or permits that may be required by law.

This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance, Local Business Tax Receipts are subject to change according to law.

### BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.

112799

0.00

30.00

2023

BUSINESS TYPE: 4190 LAWN CARE/LANDSCAPE

**EXPIRATION** 

**SEPTEMBER 30, 2023** 

BUSINESS:

Yellowstone Landscape-Southeast, LLC Contact: Dolores Mew 1773 Business Center Ln. Kissimmee, FL 34758 08/23/2022 Oper N/A Till Internet Paid 30.00 Rcpt.#035265 4190-81855
TRANSFER 0.00
ORIGINAL TAX 30.00
AMOUNT 0.00
PENALTY 0.00

Location: OSCEOLA COUNTY

Buce E. Vickens

GV35255-1

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

**COLLECTION COST** 

TOTAL

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.

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#### BRUCE VICKERS, TAX COLLECTOR

**EXPIRATION** 

OSCEOLA COUNTY, STATE OF FLORIDA

ACCOUNT NO.

**SEPTEMBER 30, 2023** LOCAL BUSINESS TAX RECEIPT 112799

BUSINESS TYPE: 6340 IRRIGATION CONTR (BLDG DEPT)

Oper N/A Till Internet Paid 0.00 Rcpt.#035265

08/23/2022

119295 TRANSFER 0.00 ORIGINAL TAX 0.00 AMOUNT 0.00

BUSINESS:

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

PENALTY 0.00 **COLLECTION COST** 0.00 TOTAL 0.00

Location:

OSCEOLA COUNTY

SCC131151484 (Jared Allan Berryman)

P.O. BOX 422105, KISSIMMEE FL 34742-2105

THIS RECEIPT IS IN ADDITION AND NOT IN LIFE OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

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(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.

moma	To to the thin digoth of his	ractions and the latest knormation.									
	1 Name (as shown on your income tax return), Name is required on this line; dr	o not leave this line blank SOUHNEOST, L	LC.								
	2 Business name/disregarded entity name, if different from above	Isca pe									
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose nan following seven boxes.  C Individual/sole proprietor or C Corporation S Corporation		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):								
e.	single-member LLC		Exempt payee code (if any)								
r typ	Limited liability company. Enter the tax classification (C=C corporation, S:										
Print or type, fic Instructions	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax puts disregarded from the owner for U.S. federal tax puts disregarded from the owner should check the appropriate box for the tax	om the owner unless the owner of the LLC is urposes. Otherwise, a single-member LLC that	Exemption from FATCA reporting code (if any)								
Secil	Other (see instructions) ▶	S - Manuscotte Control (Control (Contro	(Applies to accounts maintained outside the U.S.)								
Se	5 Address (number, street, and apt. or suite no.) See instructions.  335 N. State Street, P	PAVQUA Requester's name a	nd address (optional)								
ဖွဲ	6 City, state, and ZIP code										
	7 List account number(s) here (optional)										
Dovid	Towns I doublifted him bloom by (TIBI)										
Part Enter v	Taxpayer Identification Number (TIN) our TIN in the appropriate box. The TIN provided must match the name	ne given on line 1 to avoid Social sec	urity number								
backup	o withholding. For individuals, this is generally your social security num at alien, sole proprietor, or disregarded entity, see the instructions for f	ber (SSN). However, for a	iman								
entities	, it is your employer identification number (EIN). If you do not have a n		]								
TIN, lat	ier. f the account is in more than one name, see the instructions for line 1.	Also and What Name and Employer	identification number								
Numbe	er To Give the Requester for guidelines on whose number to enter.	Also see What Name and	Identification fulliber								
		20	12 9 9 3 5 0 3								
Part											
	penalties of perjury, I certify that:		A CANADA A								
2. I am Serv	number shown on this form is my correct taxpayer identification numb not subject to backup withholding because: (a) I am exempt from bac ice (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	kup withholding, or (b) I have not been no	otified by the Internal Revenue								
3. I am	a U.S. citizen or other U.S. person (defined below); and										
	FATCA code(s) entered on this form (if any) indicating that I am exemp	Annual Control of the									
you hav acquisit other th	eation instructions. You must cross out item 2 above if you have been not be failed to report all interest and dividends on your tax return. For real est tion or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, by	ate transactions, item 2 does not apply. Fo	r mortgage interest paid, (IRA), and generally, payments								
Sign Here	Signature of U.S. person ► Chris College	Date ▶	16/2020								
Gen	eral Instructions	Form 1099-DIV (dividends, including funds)	those from stocks or mutual								
Section noted.	references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (various types of inc proceeds)	come, prizes, awards, or gross								
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted ey were published, go to www.irs.gov/FormW9.	Form 1099-B (stock or mutual fund satransactions by brokers)	ales and certain other								
	• Form 1099-S (proceeds from real estate transactions)										
	vidual or entity (Form W-9 requester) who is required to file an	<ul> <li>Form 1099-K (merchant card and third</li> <li>Form 1098 (home mortgage interest),</li> </ul>	and and the same and								
informa	nformation return with the IRS must obtain your correct taxpayer 1098-T (tuition)										
(SSN), i	cation number (TiN) which may be your social security number individual taxpayer identification number (ITIN), adoption	<ul> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonn</li> </ul>	nent of secured property)								
(EIN), to	er identification number (ATIN), or employer identification number o report on an information return the amount paid to you, or other t reportable on an information return. Examples of information	Use Form W-9 only if you are a U.S. ; allen), to provide your correct TIN.									
returns	include, but are not limited to, the following.  1099-INT (interest earned or paid)	If you do not return Form W-9 to the be subject to backup withholding. See									



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2022

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.

		BROGATION IS WAIVED, subject ertificate does not confer rights t							require an endorsement	. A si	tatement on	
		R Lockton Companies				CONTA NAME:						
		3280 Peachtree Road NE, Suite	#250	)		PHONE (A/C, No	a Euth		FAX (A/C, No):			
		Atlanta GA 30305				E-MAIL	.0		(A/C, NO).			
		(404) 460-3600				ADDRE		SIIDED/S\ AFFO	RDING COVERAGE		NAIC #	
						INGUE			Liability Company		38318	
INSI	IRED					i -					16691	
	288	YLG Holdings, Inc.				<b>†</b>	INSURER B: Great American Insurance Company					
		<sup>1</sup> 3235 N State Street P.O. Box 849				INSURE						
		Bunnell FL 32110				INSURE						
						INSURE						
~	VED	ACEC MAIN CED	TIFI	CATE	NUMBER: 1652605	INSURE	RF:		DEVICION NUMBER.	3/3/	XXXXXX	
		AGES MAIN CER S TO CERTIFY THAT THE POLICIES			NUMBER: 1652695		N ICCUED TO	THE INCLIDE	REVISION NUMBER:		XXXXXX	
C	IDIC/ ERTI	ATED. NOTWITHSTANDING ANY RE FICATE MAY BE ISSUED OR MAY JSIONS AND CONDITIONS OF SUCH	QUIF PERT	REME	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT THE POLICIE	OR OTHER IS DESCRIBE	DOCUMENT WITH RESPEC	ст то	WHICH THIS	
INSR LTR		TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S		
Α	X	COMMERCIAL GENERAL LIABILITY	Y	Y	1000100115211		4/1/2022	4/1/2023	EACH OCCURRENCE	\$ 1.0	00,000	
4.1		CLAIMS-MADE X OCCUR	-		1000100110211		1, 1, 2022	1, 1, 2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100		
	X	Pesticide&Herbicide							MED EXP (Any one person)	\$ 5,0	00	
	X	SIR: \$250,000						PERSO GENER	PERSONAL & ADV INJURY		00,000	
		N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		00,000	
		POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG		00,000	
		OTHER:							711020010 007017100	\$	00,000	
A	AUT	OMOBILE LIABILITY	N	N	1000639302211		4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2.0	00,000	
	$\mathbf{x}$	ANY AUTO	11	11		4/ 1/2022			BODILY INJURY (Per person)		XXXXX	
	_	OWNED SCHEDULED						BODILY INJURY (Per accident)		XXXXX		
	X	AUTOS ONLY HIRED X NON-OWNED							PROPERTY DAMAGE		XXXXX	
		AUTOS ONLY AUTOS ONLY							(Per accident)		XXXXX	
В	X	UMBRELLA LIAB X OCCUR	N	N	TUU 2545544 03		4/1/2022	4/1/2023	EACH OCCURRENCE	-	000,000	
ם	Λ_	EXCESS LIAB CLAIMS-MADE	11	11	100 2545544 05		4/1/2022	4/1/2023	AGGREGATE		000,000	
		DED X RETENTION \$ \$0							ACCITECATE		XXXXXX	
_		RKERS COMPENSATION		N	100 000 4000 (TTX)		4/1/2022	4/1/2022	X PER OTH-	Ψ Z\Z\	<u> МАЛАА</u>	
A A		EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE			100 0004098 (TX) 100 0004099 (FL)		4/1/2022 4/1/2022 4/1/2022 4/1/2022	4/1/2023 4/1/2023	E.L. EACH ACCIDENT	¢ 1 0	00,000	
A A	OFFI	CER/MEMBER EXCLUDED?  Industry in NH)	N/A		100 0004100 (AZ, NC) 1000004101(*States Below	w)		4/1/2023 4/1/2023	E.L. DISEASE - EA EMPLOYEE			
71	If ves	s, describe under			1000004101( States Belov		4/1/2022	4/1/2023		75	00,000	
	DES	ĆRIPTION OF OPERATIONS below	_	_	*		1	-	E.L. DISEASE - POLICY LIMIT	\$ 1,0	00,000	
**W	C Po	ION OF OPERATIONS / LOCATIONS / VEHICI LICY 100 0004101 includes the following VAIVER OF SUBROGATION APPLIE	ıg stat	tes: G	A,IN,IL,NM,NV,SC SEE NO	OTES FO	OR POLICY C			IONAL	. INSURED	
CE	RTIF	ICATE HOLDER				CANO	CELLATION	See Atta	chment			
						THE	EXPIRATION	N DATE THI	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.			
						AUTHO	RIZED REPRESE	NTATIVE	(Mits)			

### List of Named Insured's:

Yellowstone Holdings, LLC

Yellowstone Intermediate Holdings Inc

YLG Holdings, Inc

Yellowstone Landscape Inc

**Ecoscape Solutions Group LLC** 

YLCSW, LLC

Heads Up Landscape Contractors, LLC

Yellowstone Landscape – Southeast, LLC

Texas Services, LLC

BLSW LLC

Yellowstone Landscape - Central, Inc

ALSW, LLC

ELSW, LLC

Leaderscape Palm Beach, LLC

SLM Holdings, LLC

Somerset Landscape LLC

Park Landscape LLC

**Greener Pastures Landscaping LLC** 

Native Land Design, LLC

LUSA Austin, LLC

Florida Landscape Consultants, LLC

Harvest Partners VIII, L.P.

**Elk Parent Holdings** 

Elk Intermediate Company I, Inc.

Elk Intermediate Company II, Inc.

Elk Buyer, Inc.

Southeast Landscape Management Company, LLC

Crawford Landscaping Group, LLC

Duke's Ground Maintenance, LLC

Acres Enterprises, LLC

Acres Maintenance, LLC

Green-Up Landscape, LLC

Hayden Landscaping & Maintenance, LLC

Landscape Management Professionals, LLC

**RKLT Properties LLC** 

Arizona's Best Landscape Management

State of



Florida

# Department of Agriculture and Consumer Services Bureau of Licensing and Enforcement

### CERTIFIED PEST CONTROL OPERATOR

Number: JF190298

### LANDON TYLER PYLE

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

General Household Pest and Rodent Control, Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this

signature at Pallahassee, Florida on October 16, 2018

Chief, Bureau of Licensing and Inforcement

Dan Hoffetram
Adam H. Putnam

Adam H. Putnam Commissioner of Agriculture







# 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 Arborist





GV36348-1

Certificate #

GV36348

Trainee ID#



# Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

# Michael H. Wilding

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

ame

Lacreca

**FNGLA** 

Instructor

5/31/2015

Date of Class

They sunto

Program Administrator

Not valid without seal

# **Certificate of Completion**

### **NICOLE AILES**

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

06/12/2024 110 Michael T. Hernandez 62851

Date Expires FDOT Provider # Instructor Certificate #



IOA Risk Services 1855 W State Rd 434 Longwood, FL 32750 www.safetylinks.net ghansen@safetylinks.net

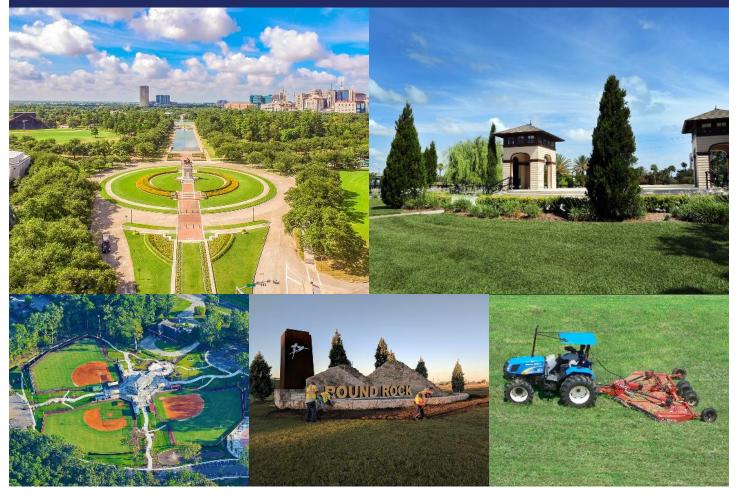




# REFERENCES

# 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.

# Services for Resort Communities





Your resort community's landscape should enhance the experience of your residents and their guests. Yellowstone Landscape offers specialized levels of service to our resort community clients aimed to achieve this goal.

Our resort community landscape service plans are designed to keep your property manicured to your expectations without inconveniencing or disturbing your residents and guests.

Resort community service teams are trained to take great care to **get the details right**, while being ever mindful of your residents' expectations. Coordinated, consistent service scheduling ensures that our service teams have your resort community looking its best when

your residents are ready to take advantage of the property's amenity feature areas and explore the community grounds.

We take great pride in the appearance of your landscape and focus on creating welcoming and relaxing spaces. Our professional design and installation services will help you create beautiful arrival areas to welcome guests and relaxing spaces throughout your property's landscape for everyone to enjoy.

We understand your challenges, needs and expectations and we have the experience to deliver the landscape appearance your resort community deserves.

# Legacy of Leesburg











# LOCATION Orlando, Florida

CLIENT

Leland Management

#### PROPERTY TYPE

55+ Community Association

### SERVICES PROVIDED

Landscape Design
Landscape Enhancement
Landscape Maintenance

Legacy of Leesburg is an active retirement lifestyle community, located 45 minutes from Orlando. The developer's intent is to provide all the modern amenities active adults expect in a home, placed in a setting that encourages them to explore central Florida's natural beauty.

The result is that nearly all of Legacy's 1000 homes have a view of either a natural conservation area, or one of the nineteen ponds that dot the community's landscape. With over seven miles of maintained walking

paths along thirteen trails, residents are frequently seen strolling in the shade of the hundreds of ancient oaks.

Legacy is also home for many types of wildlife. Alligators, bobcats, cranes and other native birds are commonly seen across the community.

The 450 palms are pruned once per year and the annual flower beds, while small in size, do add vibrant pops of color to Legacy's entrances and clubhouse.

# Walt Disney World Swan & Dolphin Resort





### LOCATION

Orlando, Florida

### CLIENT

Starwood Hotels and Resorts

### PROPERTY TYPE

Resort Community

### SERVICES PROVIDED

Landscape Design Landscape Enhancement Landscape Maintenance

### The Swan and Dolphin Resort is

situated on 87 acres within Walt Disney World. The resort is comprised of two separate hotels, The Swan and The Dolphin, joined by a palm treelined bridge between the two hotels.

The resort complex features all the expected Disney amenities, including 5 pools, a white sand beach, restaurants, spas, and conference spaces, all surrounded by immaculately maintained tropical landscaping.

Frequent special events like the annual Food and Wine Festival, require

careful planning between our on site service team and the owners.

As a designated Florida Green Lodging Property, the resort mandates the use of integrated pest management practices and that service teams monitor emissions and irrigation usage in order to minimize the environmental impact of our services.

In 2016, The Swan and Dolphin received a National Landscape Awards of Excellence Grand Award, the commercial landscape industry's highest honor.

## 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.



# **PRICING FORMS**

### **EXHIBIT 2 - FEE SUMMARY**

**Contractor: Yellowstone Landscape** 

Address: 1773 Business Center Lane

Kissimmee, FL 34758

Phone: 559-977-4719

Email: nailes@yellowstonelandscape.com

**Contact: Nicole Ailes** 

**Property: Town of Kindred** 

**Community Development District** 

c/o Rizzetta & Company

Address: 8529 South Park Circle

Orlando, FL 32819

Phone: 239-936-0913 ext. 0303

Email: <a href="mailto:rhernandez@rizzetta.com">rhernandez@rizzetta.com</a>
Contact: Richard Hernandez

Dates: 1/1/2023 through 12/31/2024

	2023 JAN	2023 FEB	2023 MAR	2023 APRIL	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
GENERAL SERVICES (Schedule A)	19,783	19,783	26,713	26,713	26,713	26,713	26,713	26,713	26,713	26,713	19,783	19,783	\$292,836
TURF CARE (Schedule B)	828	828	3,412	828	4,662	828	2,623	828	2,623	2,400	2,623	828	\$23,311
TREE/SHRUB CARE (Schedule C)	1,818	3,397	1,318	1,818	1,318	1,318	1,818	1,318	1,318	3,897	1,318	1,318	\$21,974
BEDDING PLANTS (Schedule D) 1340 Units Per Rotation	2,948			2,948			2,948			2,948			\$11,792
BED DRESSING (Schedule D) 675 Yards of Bed Dressing											35,775		\$35,775
PALM TRIMMING (Schedule D)  110 Sabal 10 Sylvester Date						1,700	5,280					1,700	\$8,680
IRRIGATION MAINT. (Schedule E) 303 Number of Zones	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	\$43,632
TOTAL FEE PER MONTH:	\$29,013	\$27,644	\$35,079	\$35,943	\$36,329	\$34,195	\$43,018	\$32,495	\$34,290	\$39,594	\$63,135	\$27,265	\$438,000
Flat Fee Schedule	\$36,500	\$36,500	\$36,500	\$36,500	\$36,500	\$36,500	\$36,500	\$36,500	\$36,500	\$36,500	\$36,500	\$36,500	\$438,000

Initials  $\mathcal{N}\mathcal{A}$ 

### EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY

Project: Town of Kindred CDD
Contractor: Yellowstone Landscape

<u>Material</u>	Description	Price
Mulch	Price/yard installed for quantities over 100 cubic yards	<u>\$57.00</u>
	Price/yard installed for quantities under 100 cubic yards	<u>\$75.00</u>
	Price per 3 cubic foot bag of Mulch	<u>\$10.50</u>
	Price per bale of Pine Straw	<u>\$15.00</u>
Hard Materials	Price per bag for Seminole Chips	\$75.00/.50cuft
	Price per ton for Seminole Chips	<u>\$500.00</u>
	Price per ton for 3"-5" River Jack	<u>\$500.00</u>
Seasonal Color	Annual flower installed prices include bed preparation by disposing of old flowers, hand or mechanically turning the bed soil as necessary.	
	Bed preparation and installation per 4.5" pot	<u>\$2.50</u>
	Bed preparation and installation per 1 gallon pot	<u>\$8.00</u>
	Supply and install 8" to 10" hanging basket	\$75.00w/plant
	Assemble 20" to 36" diameter floral pot with centerpiece plant	<u>\$125.00</u>
Sod (St. Augustine)	Turf reparation includes removal and disposal of old material a affected area prior to installation of new sod.	nd re-grading
	Square foot price for quantities less than 1,000 square feet	<u>\$1.25</u>
	Square foot price for quantities between 1,000 and 3,000 square	re feet <u>\$1.25</u>
	Square foot price for quantities between 3,000 and 10,000 squ	are feet <u>\$1.25</u>
	Square foot for price quantities greater than 10,000 square fee	t <u>\$1.25</u>
Irrigation	Irrigation services, which fall outside of the contract, will be provided at list, less a discount. Correquired to provide a copy of purchase invoice.	
	Irrigation Technician per hour	<u>\$75.00</u>
	Irrigation Laborer per hour	<u>\$50.00</u>
	PVC parts	List less 5%
	Non PVC parts	List less5%
	Valves, Clocks and any part over \$300.00	List less5%
General Labor	Foreman per hour	<u>\$57.00</u>
	Labor per hour	<u>\$42.00</u>

Arbor Care	Production day (8 hour) Truck,	Chipper, 3 man crew	<u>\$2,500.00</u>
Miscellaneous	Bush hogging per acre @		<u>\$70.00</u>
The per unit cost for	installation of various sizes an	d quantities of plant material	is listed below:
4 inch Groundcover:		< 50 plants	<u>\$4.50</u>
		50 - 100 plants	<u>\$4.50</u>
		100 - 250 plants	<u>\$4.50</u>
		> 250 plants	<u>\$4.50</u>
1-gallon Plant Materia	l:	< 50 plants	<u>\$8.00</u>
		50 – 100 plants	<u>\$8.00</u>
		100 – 250 plants	<u>\$8.00</u>
		> 250 plants	<u>\$8.00</u>
3-gallon Plant Materia	l:	< 50 plants	\$20.00
		50 – 100 plants	\$20.00
		100 – 250 plants	\$20.00
		> 250 plants	\$20.00
7-gallon Plant Materia	1:	< 50 plants	\$55.00
		50 – 100 plants	<u>\$55.00</u>
		100 – 250 plants	<u>\$55.00</u>
		> 250 plants	<u>\$55.00</u>
15-gallon Plant Materi	al:	< 25 plants	<u>\$195.00</u>
		25 – 50 plants	<u>\$195.00</u>
		50 – 100 plants	<u>\$195.00</u>
		> 100 plants	<u>\$195.00</u>
30-gallon Plant Materi	al:	< 25 plants	<u>\$435.00</u>
		25 – 50 plants	<u>\$435.00</u>
		> 50 plants	<u>\$435.00</u>
45-gallon Plant Materi	al:	< 25 plants	<u>\$750.00</u>
		25 – 50 plants	<u>\$750.00</u>
		> 50 plants	<u>\$750.00</u>
65-gallon Plant Materi	al:	< 25 plants	<u>\$1050.00</u>
		25 – 50 plants	<u>\$1050.00</u>

> 50 plants

\$1050.00

### **TOWN OF KINDRED** COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE & IRRIGATION MAINTENANCE **INVITATION FOR PROPOSALS**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

*Pricing can be found on Exhibit 2- Fee Summary										
	General	Landscape Maintenance		\$	_Yr.					
-	- Storm Clea	nnup \$/hr. (do not inc	lude in General Landscap	e Maintenance total or	Grand Total)					
	- Freeze Pro	tection (description of ability	)							
-										
3	\$/appl	ication (do not include in G	eneral Landscape Mainter	nance total or Grand T	otal)					
		ring (do not include in Gene or employee with hand-held)	_	ce total or Grand Tota	ıl)					
1		or water truck/tanker	nosc							
	PART 2									
		ntion (All labor and materi		\$	_Yr.					
	(Include	any and all turf pesticide/her	bicide mixtures you intend	to use throughout the ye	ar)					
	BAHIA	A (per specifications in Part 2	) Additional application NC	OT containing "N" or "P	" can be added					
	MONTH	FORMULA	APPLICATION RATE	TOTAL POUNDS	COST PER					
			(LBS. N/1000 SF)		APPLICATION					
		<u> </u>	<u> </u>							

ST. AUC	ST. AUGUSTINE (per specifications in Part 2) Additional application NOT containing "N" or "P" can be												
	added												
MONTH	FORMULA	APPLICATION RATE	TOTAL POUNDS	COST PER									
		(LBS. N/1000 SF)	PRODUCT TO BE	APPLICATION									
			APPLIED										

ORNAM	ORNAMENTALS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be										
added											
MONTH	FORMULA	APPLICATION RATE	TOTAL POUNDS	COST PER							
		(LBS. N/1000 SF)	PRODUCT TO BE	APPLICATION							
			APPLIED								

PALM	S (per specifications in Part 2	2) Additional application NO	OT containing "N" or "P	" can be added
MONTH	FORMULA	APPLICATION RATE	TOTAL POUNDS	COST PER
		(LBS. /PALM)	PRODUCT TO BE	APPLICATION
			APPLIED	

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS								
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE	TOTAL POUNDS	COST PER				
		(LBS. N/1000 SF)	PRODUCT TO BE	APPLICATION				
			APPLIED					

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3				
Pest Control (All lab (if all pesticide allowar * This is an allowance include only those per This dollar amount we the allowance used of rendered. Contractor pests and diseases after	nce is required) e for treatment esticides/herbic ill not be equal on any particul shall continue	*  ts of trees, ornamenta  ides not already inclu  ly divided amongst the  lar event shall be bil  to be responsible for th	ided in the turf f e monthly invoice lled <u>the month a</u> ne eradication/con	fertilizer section. s. The portion of fter services are
This shall not be includ	ded in either the Grand	Total or Contract Am	ed above nor shall	
OTC Injections (All lab	sed on quantitie	s below)		
Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	of Inoculations er quarter per palm based on size) (i.e. (2) oculations per large Canary	
The District rese	erves the right t	o subcontract out any	and all OTC Inj	ection events.
Application of Top Cl	hoice for annua	al treatment of Fire A	nts_	
For informational purp of fire ants in all yellow \$/ Yr.	• •		-	

Top Choice application will be performed at the sole discretion of the District (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

### PART 4

Irrigation (All labor and materials)	\$	<u>/</u> Yr.	
Freeze Protection (description of ability)			
\$/application (do not include in)	Irrigation Total or Grand T	<u>[otal]</u>	
After hours emergency service hourly rat & wells, etc.)	e \$/hr. (i.e. broken	mainlines, pump	
Contractor shall provide a list of additional charg maintenance as a separate price from this bid.	es and pricing for such items	other than routine	
GRAND TOTAL (PARTS 1, 2, 3 & 4 - This i	s what contract will be writ	tten for)	
\$/Yr. (initial term	)		
FIRST ANNUAL RENEWAL	\$	/Yr.	
SECOND ANNITAL DENEWAL	¢	/Vr	

Contractor/Firm Name						
Firm Address						
City/State/Zip						
Phone Number	]	Fax Number				
		(Please Print)				
Date						
ADDENDA – Proposer acknow	vledges the receipt	of Addendum No	o.'s			
1. 11/14/22 2.	3	4	5			
Dated this	(	lay of	, 2022			

[END OF SECTION]

### **EXHIBIT 2 - FEE SUMMARY**

**Contractor: Yellowstone Landscape** 

Phone: 559-977-4719

**Contact: Nicole Ailes** 

Address: 1773 Business Center Lane

Kissimmee, FL 34758

Email: nailes@yellowstonelandscape.com

**Property: Town of Kindred** 

**Community Development District** 

c/o Rizzetta & Company

Address: 8529 South Park Circle

Orlando, FL 32819

Phone: 239-936-0913 ext. 0303

Email: rhernandez@rizzetta.com **Contact: Richard Hernandez** 

Dates: 1/1/2023 through 12/31/2024

	2023 JAN	2023 FEB	2023 MAR	2023 APRIL	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
OFNEDAL OFDVIOCO	JAN	FEB	IVIAR	APRIL	IVIAT	JUN	JUL	AUG	SEP	001	NOV	DEC	IOIAL
GENERAL SERVICES	40 700	40.700	00.740	00.740	00.740	00.740	00.740	00.740	00 740	00.740	40.700	40.700	¢000 000
(Schedule A)	19,783	19,783	26,713	26,713	26,713	26,713	26,713	26,713	26,713	26,713	19,783	19,783	\$292,836
TURF CARE													
(Schedule B)	828	828	3,412	828	4,662	828	2,623	828	2,623	2,400	2,623	828	\$23,311
TREE/SHRUB CARE													
(Schedule C)	1,818	3,397	1,318	1,818	1,318	1,318	1,818	1,318	1,318	3,897	1,318	1,318	\$21,974
BEDDING PLANTS													
(Schedule D)	2,948			2,948			2,948			2,948			\$11,792
1340 Units Per Rotation	•												-
BED DRESSING													
(Schedule D)											35,775		\$35,775
675 Yards of Bed Dressing													
PALM TRIMMING													
(Schedule D)													
110 Sabal							5,280						\$8,680
10 Sylvester Date						1,700						1,700	
IRRIGATION MAINT.													
(Schedule E)	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	\$43,632
303 Number of Zones	,	Í	Í	,	ŕ	Ĺ	Ĺ	Ĺ	Ĺ	Ĺ	ŕ	Ĺ	•
TOTAL FEE PER MONTH:	\$29,013	\$27,644	\$35,079	\$35,943	\$36,329	\$34,195	\$43,018	\$32,495	\$34,290	\$39,594	\$63,135	\$27,265	\$438,000
Flat Fee Schedule	\$36.500	\$36.500	\$36.500	\$36.500	\$36.500	\$36.500	\$36.500	\$36.500	\$36.500	\$36.500	\$36.500	\$36.500	\$438.000

Flat Fee Schedule \$36,500 \$36,500 \$36,500 \$36,500 \$36,500 \$36,500 \$36,500 \$36,500 \$36,500 \$36,500 \$36,500 \$36,500 \$36,500	<b>\$36,500 \$36,500 \$36,500 \$36,500 \$36,500 \$36,500 \$36,500 \$438,000</b>	\$36,500	\$36,500	\$36,500	\$36,500	\$36,500	\$36,500	Flat Fee Schedule
--	---	----------	----------	----------	----------	----------	----------	-------------------

Initials\_\_\_\_

- 1. Please fill in the Contractor information at the top left portion of the page.
- 2. General Services Fill in each month with the dollars to perform this portion of the Scope of Work. Do not use averaged dollar amounts.
- 3. Turf Care Fill in the dollar amount to perform the services each month as outlined in the Scope of Work.
- 4. Tree/Shrub Care Fill in the dollar amount to perform the services each month as outlined in the Scope of Work.
- 5. Bedding Plants Fill in the quantity of plants to be installed each rotation in cell A-27 if not already listed, then fill in the dollar amount to purchase and inst quantity in the months specified in the Scope of Work. Also insert the number of plants installed (row 27) in each rotation below the dolla in the months they are to be installed.
- 6. Bed Dressing Fill in the quantity of Bed Dressing that will be installed in cell A-30 if not already listed, then fill in the dollar amount to purchase and instal in the month specified in the Scope of Work. Also insert the quantity of mulch (row 30) below the dollar amount in the month it will be instal
- 7. Palm Trimming Fill in the quantity of each palm variety that will be pruned in cells A-32, A-33, A-34, A-35 if not already listed, then fill in the dollar amoun each variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be pruned that month.
- 8. Irrigation Maintenance Fill in the total number of zones for the irrigation system in cell A-38 if not already listed, then fill in the dollar amount per month to monthly inspection following the services as described in the Scope of Work. Please include the number of zones in the cell below the dollar amount each month.

Il that quantity

o perform the



Town of Kindred Community Development District "District"
Exterior Landscape & Irrigation Maintenance Services Proposal 2022
ORIGINAL

# DOWN TO EARTH

Landscape, Irrigation, & Golf



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# TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE | IRRIGATION | CONTRUCTION | GOLF



Richard Hernandez District Manager

Rivetta & Formmonu

8529 South Park Circle. Suite 330 Orlando, FL 32819

Phone: (239) 936-0913 Ext. 0303 Email: rhernandez@rizzetta.com

Proposal issued:

November 17, 2022

Proposal valid for 60 days



November 17, 2022 Town of Kindred Community Development District c/o Rizzetta and Company, Inc. 8529 South Park Circle, Suite 330 Orlando, Florida 32819

RE: Kindred Community Development District Landscape and Irrigation Maintenance Request for Proposal

Dear Richard Hernandez,

Thank you for, once again, considering Down To Earth as your Landscape Maintenance partner. Given our current relationship and proven track record for the past 3 years, I believe DTE is uniquely qualified to fulfill the goals of Kindred CDD and we are excited to continue to prove ourselves.

Down To Earth Landscape and Irrigation has been in business for more than 30 years and we pride ourselves on providing superior service that brings "Natural Joy" to our customers. We understand the high standards our customers require and constantly seek to be the "Service Provider of Choice" in the green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our **ICARE** values.

#### **INTEGRITY**

• We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.

#### COMMUNITY

 We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.

#### **ACCOUNTABILITY**

 We meet our commitments to each other and to our valued customers and act if we fall short of expectations.

#### RELENTLESSNESS

 We are constant in our efforts to provide solutions to customers and to satisfy their needs.

#### EXCELLENCE

 We strive to deliver best in class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to the opportunity of working with you to achieve your landscape vision and experiencing the Down To Earth Difference!

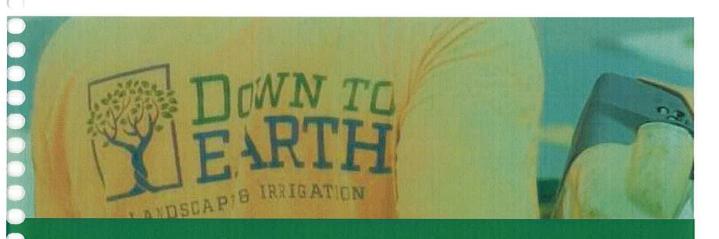
Respectfully,

Tom Lazzaro
Chief Executive Officer
(321) 263-2700
Tom.lazzaro@down2earthinc.com



## **COMPANY OVERVIEW**

WHO WE ARE AND WHAT MAKES US DIFFERENT



# EXPERIENCE THE DOWN TO EARTH DIFFERENCE

Down To Earth Landscape & Irrigation is a premier, fullservice landscape company proudly providing maintenance, irrigation, design, and construction services serving multiple regions across Florida.



Specializing in large-scale commercial, residential, and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.



# **ABOUT US**

Founded in 1989 as a landscape & irrigation installation company, DTE expanded to include a landscape maintenance division and golf division to meet the increasing demand from our clients. Today, Down To Earth continues to grow with over 1,400 team members that operate out of 15 branch locations and 30+ golf courses.

#### **OUR GOAL**

Down To Earth's goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success for 30+ years: surround yourself with great people that demonstrate our "ICARE" values and offer a service that brings "Natural Joy" to our customers.

#### ERTIFIED & EXPERIENCED

- Certified State Licensed Irrigation Contractor
- Certified Golf Course Superintendents
- Certified State Licensed Pest Control Operators
- Certified Rain Bird Maxicom Operator
- Certified Arborists
- Certified Horticulturists
- Certified Employees in Maintenance of Traffic
- Green Industries Best Management Practices
- On-Staff Mechanics (Certified Diesel Mechanics and 2-Cycle Mechanics)

#### 450+ VEHICLES

- Maintenance/Construction Trucks
- Irrigation Vans
- Enclosed Trailers/Dump Trailers
- Large Semi-Trucks, Goose Neck Trucks



Map Data ©2022 Google, INGEI

#### **LOCATIONS**

#### CENTRAL

Lake Nona Mount Dora Orlando Sanford The Villages

#### **NORTH**

Jacksonville

#### SOUTHEAST

Vero Beach Fort Pierce Viera

#### SOUTHWEST

Sarasota Ruskin Fort Myers Naples Tampa



# **COMPANY SAFETY PLAN**

**OUR NUMBER ONE PRIORITY** 



#### THE TEAM THAT CARES

Down To Earth understands that safety is the number one priority for both you and our employees. All personnel wear the following necessary protective equipment during the performance of their duties:

- DTE branded protective clothing, reflective, high visibility shirts, and safety vests.
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state, and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of- way. The following measures will be employed when active in these areas:

- · Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary

#### HIRING PROGRAM

- Mandatory drug screening prior to employment – zero-tolerance policy.
- Each new employee must complete our "Green Vest Training" program that focuses on the safe operation of all equipment and machinery.

# PREVENTATIVE MAINTENANCE PROGRAM

 Participate in weekly "toolbox talks" to review the correct maintenance procedures and inspect current equipment.

#### SAFETY TRAINING PROGRAM

- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly Vehicle Condition Report to ensure that all repairs and maintenance have been completed.
- Monthly Branch & Site Audits to ensure compliance.



# LICENSES, CERTIFICATIONS, & INSURANCE BONDING



To deliver the very best customer service, we currently hold the following licenses, certifications, and insurance bonding:

- BMP Certified

   Florida Green Industries
- Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration
- Florida Department of Agriculture and Consumer Services Certified Pest Control Operator
- Florida Department of Agriculture and Consumer Services Registered Pest Control Firm for Down to Earth Lawn Care
- Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products
- Florida Department of Environmental Protection
- Florida Irrigation Society, Completion Irrigation Auditing Training Course
- Florida Nursery, Growers and Landscape Association (FNGLA) Certified Horticulture Professional (FCHP)
- FNGLA Certified Horticulturalists Florida Nursery, Growers and Landscape Association (FNGLA) Florida Certified Landscape Contractor (FCLC)
- International Society of Arboriculture (ISA), Certified Arborist
- Irrigation Association (CLIA) Certified Landscape Irrigation Auditor
- John Deere Green Tech, Rain Master Eagle iCentral Control System
- Paige Irrigation, Certificate of Completion Irrigation Wires & Cables and Proper Splicing Methods
- · Professional Lawn Care Association of America, Certified Turfgrass Professional
- Rain Bird Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2

All certificates & licenses are available upon request.



## **DTE W-9**

Form W-9

## Request for Taxpayer

Give Form to the Identification Number and Certification (Rev. October 2018) requester. Do not Department of the Treasury Internal Revenue Service send to the IRS. ▶ Go to www.irs.gov/FormW9 for instructions and the latest information. 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank SSS Down To Earth Opco II, LLC 2 Business name/disregarded entity name, if different from above Down To Earth II 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; see ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership single-member LLC instructions on page 3): 5 ☐ Trust/estate Print or type. ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Exemption from FATCA reporting code (if any) Other (see instructions) ▶

5 Address (number, street, and apt. or suite no.) See instructions Requester's name and address (optional) 2701 Maitland Center Parkway, Suite 200 6 City, state, and ZIP code Maitland, FL 32751 7 List account number(s) here (optional) Part I **Taxpayer Identification Number (TIN)** Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a* Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter. 3 8 3 4 1 6 0 7 Certification Part II Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividence, 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 Here Date 1.26.2022 General Instructions · Form 1099-DIV (dividends, including those from stocks or mutual funds) Section references are to the Internal Revenue Code unless otherwise . Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Future developments. For the latest information about developments • Form 1099-B (stock or mutual fund 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. transactions by brokers) · Form 1099-S (proceeds from real estate transactions) Purpose of Form · Form 1099-K (merchant card and third party network transactions) An individual or entity (Form W-9 requester) who is required to file an Form 1098 (home mortgage interest), 1098-E (student loan interest), 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 (TIN), adoption taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other 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,

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)



# **DTE INSURANCE**

ACORD® CERTIFICATE OF LIABILITY INSURANCE										MM/DD/YYYY) 24/2022						
B R	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.															
lf	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 CONTACT Karla Castro															
52	dwin Krystyn Sherman Partners LL 16 Summerlin Commons Blvd. Ste 2 t Myers FL 33907				PHONE (AIC, No, Ext): 239 332.0151 FAX (AIC, No): E-MAIL ADORESS: Karla. Castro@bks-partners.com											
	,				ADDITICOO,			DING COVERAGE		NAIC#						
				License#: L002281	INSURER A : P	ennsylv	ania Manufa	cturers' As		12262						
INSU	RED S Down to Earth Opco, LLC			SEASSER-01	INSURER B : E	vanstor	n Insurance C	ompany	35378							
dba	Down to Earth II					0000	turers Alliano		36897							
	01 Maitland Center Pkwy te 200					irius Int	ernational Ins	surance	-							
	itland FL 32751				INSURER E:											
co	VERAGES CER	TIFIC	CATE	NUMBER: 171832620	INSURER F.			REVISION NUMBER:								
IN	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.															
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR		POLIC	Y EFF	POLICY EXP	LIMIT	s							
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR			3022751268333		2022	2/28/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000, \$ 500,00							
								MED EXP (Any one person)	\$ 10,000							
								PERSONAL & ADV INJURY	\$ 1,000,	000						
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 5,000,	000						
	POLICY X PRO. LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,	000						
С	OTHER: AUTOMOBILE LIABILITY			1522751268333	2/28/	2022	2/28/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,	000						
	X ANY AUTO				000000			BODILY INJURY (Per person)	s							
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	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$							
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	X EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 5,000,	000						
A	WORKERS COMPENSATION			022751268333	2/28/	2022	2/28/2023	X PER OTH-	,							
	AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE  N			1.5554.5456.533.5	100000			EL EACH ACCIDENT	\$ 1,000,	000						
	(Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,	000						
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,	000						
D	Pollution Liability			CPLS00015132	2/28/	2022	2/28/2023	\$1,000,000 Per Occurr \$2,000,000 Aggregate								
DES	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	.ES (A	CORD	101, Additional Remarks Schedul	e, may be attache	ed if more	space is require	d)								
CE	CERTIFICATE HOLDER CANCELLATION															
ULI	THE HOLDER				CANCELLA	NOIT										
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.															
	*For Information Purposes	Only	<b>/*</b>		AUTHORIZED R		NTATIVE									

ACORD 25 (2016/03)

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# REQUESTED LICENSES & CERTIFICATES







# **REQUESTED LICENSES & CERTIFICATES**

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

#### CONSTRUCTION INDUSTRY LICENSING BOARD

THE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

#### PARRISH, SHANE

DOWN TO EARTH II 2701 MAITLAND CENTER PKWY STE 200 FL 32751 MAITLAND

#### LICENSE NUMBER: SCC131152749

**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.



This is to Certify that

#### Shane Parrish

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

**Maxicom Operator** 

Orlando, FL - June 09, 2021

20 CEU Hours

Designation Expiration 6/9/2024 Robert Pfeil, Marketing Group Manager - Services, Rain Bird International, Inc. - Services Division

Student ID 1696585





# **REQUESTED LICENSES & CERTIFICATES**

WITH ANNUAL A STATE OF THE ASSESSMENT OF THE ASS

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

Date August 23, 2022 File No. JB251234 Expires

August 31, 2023

Lawn and Ornamental

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 31, 2023

3970 NORTH US HWY 301 WILDWOOD, FL 34785

DOWN TO EARTH II

2701 MAITLAND CENTER PARKWAY

SUITE 200 MAITLAND, FL 32751

NI COLL Stiel NICOLE "NIKKI" FRIED, COMMISSIONER

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

DOWN TO EARTH II 3970 NORTH US HWY 301 PEST CONTROL COMPANY FIRM

JB251234

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING  $\mathbf{August\,31,2023}$ 

nicole fried Signature COMMISSIONER

Wallet Card Wallet Card - Fold Here

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

State of



Florida

Department of Agriculture and Consumer Services Bureau of Entomology and Dest Control

#### CERTIFIED PEST CONTROL OPERATOR

Number: JF206389

LEONARD RICHARD PHELAN

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Omamontal

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

> In Justimony Whereof. Wilness this signature at Tallahassee, Florida on July 10, 2013

Chief Bureau of Entomology and Pest Control

Adam H. Putnam Commissioner of Agriculture

DACS form 1780, Feb. 99



# REQUESTED LICENSES & CERTIFICATES

YOUR AND A COMMUNICATION A

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

Date June 16, 2022 File No. JF9270 Expires June 1, 2023

Lawn and Ornamental

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2023

BRUCE WARSAW 900 BISHOP DR

ALTAMONTE SPRINGS, FL 32701

NI COLL Brief NICOLE "NIKKI" FRIED, COMMISSIONER Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

STATE OF FLORIDA

BRUCE WARSAW CERTIFIED PEST CONTROL OPERATOR

JF9270

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2023

- 00

NICOL Gried Signature

Wallet Card Wallet Card - Fold Here

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



# **APPROACH TO SERVICES**

AN OVERVIEW OF WHAT WE DO & HOW WE DO IT



We are driven by bringing natural joy to every client and property we service.





# 

#### **MOWING**

Each turf variety is mowed based on area and site conditions to prescribed heights.

#### **TRIMMING & EDGING**

Performed around beds, curbs, streets, trees, and buildings.

#### **IRRIGATION**

From system installation to regular checks & audits and on-going maintenance of the irrigation system.

#### **FERTILIZATION**

Property specific blends are applied using proper fertilization techniques by licensed professionals.

## INSPECTIONS & MANAGEMENT

Regular inspections are performed to examine the condition of the landscape and identify solutions to potential problems.

## PEST & WEED CONTROL

Property will be treated chemically to effectively control insect infestation and disease in line with BMP guidelines.

#### TREE PRUNING

Trees shall be maintained with clear trunks to facilitate proper growth and provide 12'-15' clearance.

#### MULCHING

Applied to beds and/or bare grounds to moderate soil temperature and retain moisture for healthy plants.

#### **ANNUAL FLOWERS**

Proper spacing will utilized per plant species variety to ensure proper growth.

#### **DESIGN & INSTALL**

In house capability to provide full design and install of new material to bring your vision to life.

# STORM PREPARATION & REPARATION

In cases of storms or natural disasters, we can provide help to prepare and repair landscapes if requested. For more details of our services, FAQs, and services beyond maintenance services we offer, please visit www.dtelandscape.com/all-services/

Note: Detailed scope of services included with pricing and contract.



# STATE OF THE ART SERVICE

## LATEST TECHNOLOGY



- Down To Earth leverages the latest technology and our expert staff to deliver best-in-class service with a commitment to stay on the cutting-edge of landscaping, irrigation systems, fertilization & pesticide practices, and systems.
- Down To Earth actively partners with our suppliers, industry associations, universities, and technology providers to incorporate their products into our services or provide feedback to help the industry including drones and autonomous mowers.









#### UNIVERSITY OF FLORIDA INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES (UF/IFAS)

 We work with the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) to enhance our fertilization formulas and schedules to allow for custom blends based on soil samples, water quality, water availability and climate.

#### INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORISTS

 When it comes to tree care, Down To Earth remains at the forefront of botanical practices to optimize proper pruning and trimming. We have implemented a bestin-class hybrid approach utilizing the expertise of in-house and vendorpartnered International Society of Arboriculture (ISA) Certified Arborists.

# INTEGRATED PEST MANAGEMENT (IPM)

We have an industry-leading pest control program based on Integrated Pest
Management (IPM) principles - a sustainable, science-based process that combines biological, physical, and chemical tools to identify, manage and reduce threats from pests in a way that minimizes overall economic, health and environmental risks.



# **CUSTOMER SERVICE**& COMMUNICATION

#### CUSTOMER LINK WORK ORDER SYSTEM

Through access on a dedicated website, homeowners can report issues, ask questions, and provide direct service feedback. Benefits of CustomerLink include:

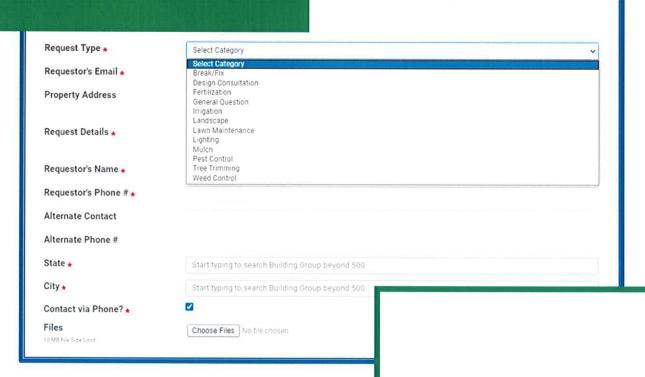
- Work order management
- · Intuitive interface and ease of use
- Email alert notification on work order status

#### **CUSTOMER COMMITMENT**

Should an issue arise on your property, you can call or email any of our key personnel since all managers and technicians have been equipped with email access via phone or through their vehicle laptops. Additionally, we can be reached via the following:

- Website Customer Form
- Dedicated Branch Phone Number
- Emergency After Hours Phone Number

TIMELY COMMUNICATION AND TRACKING REQUESTS ARE A TOP PRIORITY





DISASTER & STORM RELIEF PROTOCOL

Down To Earth understands firsthand the unpredictability of the weather. There have been many occasions throughout the years where we have offered immediate disaster and storm relief, in addition to frost protection services to our clients. Our extensive resources allow us to act quickly and address any issues efficiently and in a timely manner.

# SUPPLEMENTAL CREWS

 Supplemental to our current maintenance teams, we have additional enhancement resources that can be made available to restore your property to pre-disaster condition. Furthermore, if necessary, our Construction Division employees are working in Florida year-round and can always offer additional help.

# **NECESSARY EQUIPMENT**

 While adequate manpower is essential, having the necessary equipment is vitally important in these types of extreme situations. DTE has a deep inventory of equipment including loaders and dump trucks that can be redeployed statewide to meet the demands of any emergency.

# PREVENTATIVE MEASURES

 For more than 30 years, our track record has proven that we will do everything possible to protect our clients' interests and eliminate potential problems during hurricanes, storms, and frost by implementing preventative measures such as pre-storm tree trimming, removal of loose debris, and use of frost cloths.



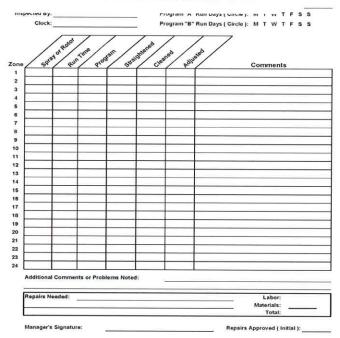
When disaster strikes, you can count on Down To Earth to keep your property safe, healthy, and operating smoothly.

Please note this is an additional service. Refer to scope of services for a list of all services within the agreement.



# **SERVICE REPORTS**

#### MONTHLY IRRIGATION REPORT



#### **MONTHLY LAWN & ORNAMENTAL REPORT**

Contractor:	P	roperty:	Date	
Name -	licator Information:	Turl Application	] Schedule	d Application
	Turf Application Informat	tion	Ornamental Ap	plication information
Fertilization	Weed Control	Disease & Insect	Fertilization	Disease & Insect
Crandar  () Arniyan  Application Hate  (In in 1 hole by it )  Area(s) Treated  2) Arniyan  Application Rate  (In in 1 hole by it )  Application Rate  (In in 1 hole by it )	. Herborde Used	Area(s) Treated	Could Grandad	Fungode / Insectode Used 1) Target Pest Plannis Treated 2) Target Pest Plannis (Treated 3) Target Pest Plannis (Treated 3) Target Pest
Report them #(s)	Report flom #(s)	Report from Acsc	Report tern #(s)	Report from #(s)
Comments & Observations	Technician's Signature		Manager's Signature:	-1-

#### YEARLY SERVICES SCHEDULE GUIDELINE

DOWN TO EARTH													F	Pr	0	р	eı	t	у	Sp	)e	ci	fi	С	E	ка	n	ηŗ	ole	е											
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# **PERSONNEL**

**MEET THE TEAM** 

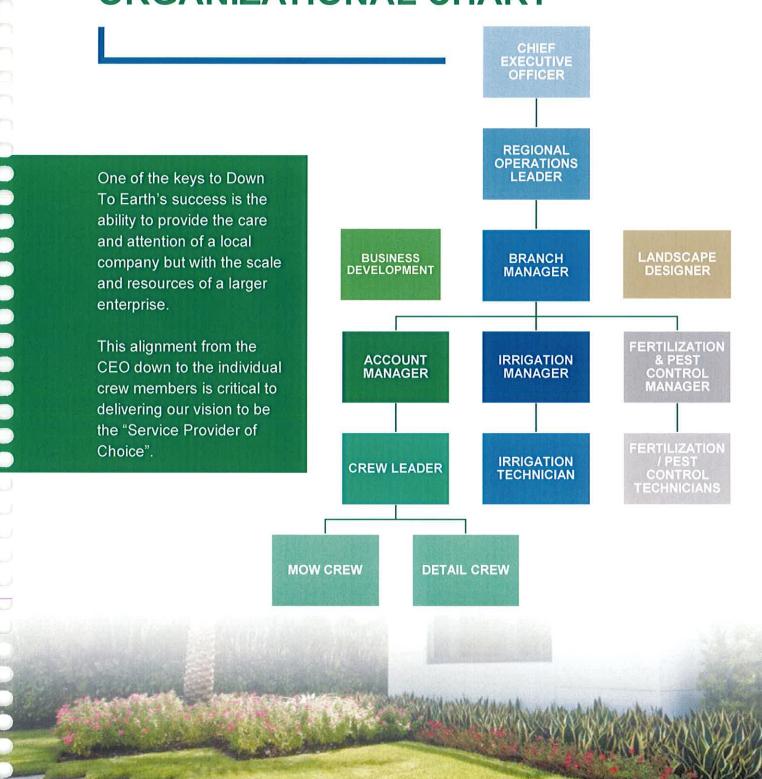


Our highly skilled and trained landscape technicians will be onsite to care for your property each day, supported by our staff of certified horticulturalists, arborists, pest control operators, and irrigation specialists.

OUR TEAM IS COMMITTED TO CREATING
THE HEALTHIEST AND MOST VIBRANT
LANDSCAPE FOR YOU



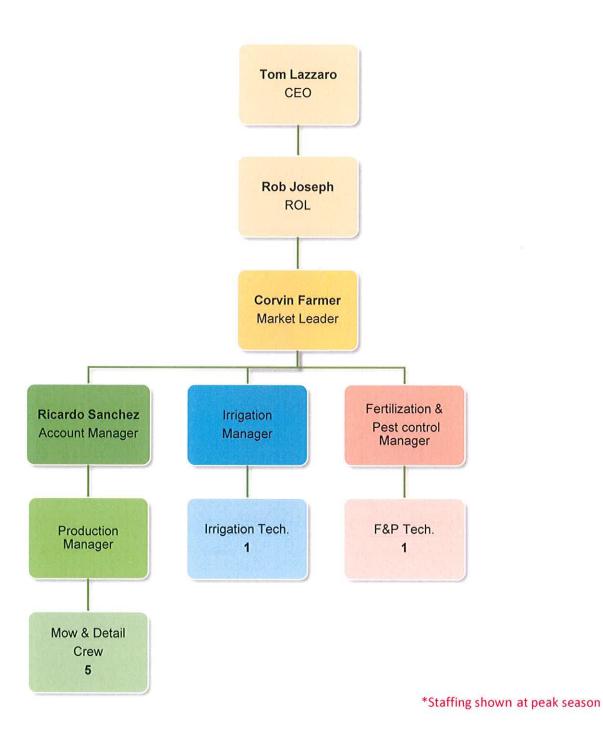
# ORGANIZATIONAL CHART





# **STAFFING PLAN**

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT





# YOUR DEDICATED LANDSCAPE TEAM

Down To Earth approaches each project with the same strategy and principles that have made us successful for 30 years: surround yourself with great personnel and offer services that exceed client expectations.

#### REGIONAL OPERATIONS LEADER

- · Rob Joseph
- · Leads the region and provides support and resources.

#### ORLANDO MARKET LEADER

- Corvin Farmer
- · Orlando Market Leader
- Direct operations support for Central Florida.

#### **ACCOUNT / PROJECT MANAGER**

- Ricardo Sanchez
- Manages the on-site maintenance crews as the primary onsite point of contact.

#### SR. LANDSCAPE DESIGNER

- Amanda Willson
- Creates beautiful custom landscapes as an industry trained professional.



# **EXPERIENCE**

#### YOUR TEAM'S BACKGROUND

#### Robert Joseph Chief Administrative Officer & Regional Operations Leader

#### Summary

Executive Leader with a proven record of delivering transformative people strategies that have launched, grown, and strengthened business performance across multiple labor-intensive service industries including Consumer fulfillment, Industrial Distribution, and Retail operations. Broad Human Resources and Operations background developed over 25+ years with Fortune 500 companies.

#### Qualifications

- P&L Leadership
- Diversity, Equity, and Inclusion
- Organizational assessment and re-engineering
- Lean Management systems
- Cultural transformation

#### **Work Experience**

**Down To Earth –**Maitland, FL – Chief Administrative Officer/Regional Operations Leader 2022 – Present

Amazon.com – Various positions 2014 - 2022

HR Learning and Development Director

National HR Leader

Worldwide HR projects and Programs Leader - Operations & Customer Service

Regional HR Leader - Midwest Region

HD Supply, Inc. - Orlando, FL - Various positions 2005 - 2014

Vice President General Manager – East Region

Vice President Human Resources – Power Solutions and White Cap Construction



# EXPERIENCE YOUR TEAM'S BACKGROUND

#### Corvin Farmer Orlando Market Leader

#### Summary

Business Operations Manager focused on supporting cross-functional teams to increase customer satisfaction through process improvements. Exceptional knowledge of developing strategic plans to drive efficiencies and achieve excellence. 15 years of experience in the green industry implementing marketing strategies and accomplishing revenue goals.

#### Qualifications

- Certified in Best Management Practices of the Florida Green Industries University of Florida
- Licensed Commercial Fertilizer Applicator by the Florida Department of Agriculture
- Palm Disease and Diagnosis, 3-day course completion

#### **Work Experience**

Down To Earth – Continuous Improvement Manager	2022 – Present
Down To Earth – Branch Manager SW Orlando	2021 - 2022
Tri-Choice Services – VP of Operations	2015 – 2021
Brickman Group – Senior Account Manager	2014 – 2015
Tri-Choice Services – Senior Account Manager	2011 – 2014
Southern Image Landscape – Operations Manager/GM	2008 - 2010



# **EXPERIENCE**

#### YOUR TEAM'S BACKGROUND

# Shane Parrish Regional Director Irrigation – Central FL

#### Summary

20+ years in the Green Industry with focus on installation, troubleshooting, and repair of Irrigation systems.

#### Qualifications

- Certified Rain Bird Maxicom installer and controller
- State of Florida Certified Irrigation Contractor
- Certified Landscape Irrigation Auditor
- Certified Toro Osmac
- Experience Pipe Installation, including ½ inch through 18-inch, Schedule 40, Class 200, Ductile Iron, and HDPE
- Installation experience for Mainline, Pump stations, Recharge and Wet Wells, Reverse Osmosis Systems, Valves, Laterals, Point of Connections, Flow Meters, Controllers, and Weather Stations.
- Knowledge of AutoCAD, Interpreting blueprints, and various stages of construction and design

#### **Work Experience**

Down to Earth – Regional Director Irrigation – Central FL2004 - PresentValley Crest Landscape – Irrigation Specialist1998 - 2004

# Bruce Warsaw Regional F&P Manager – Central/North FL

#### Summary

Certified Pest Operator with broad green industry experience including 30+ years in the FL Landscape industry

#### Qualifications

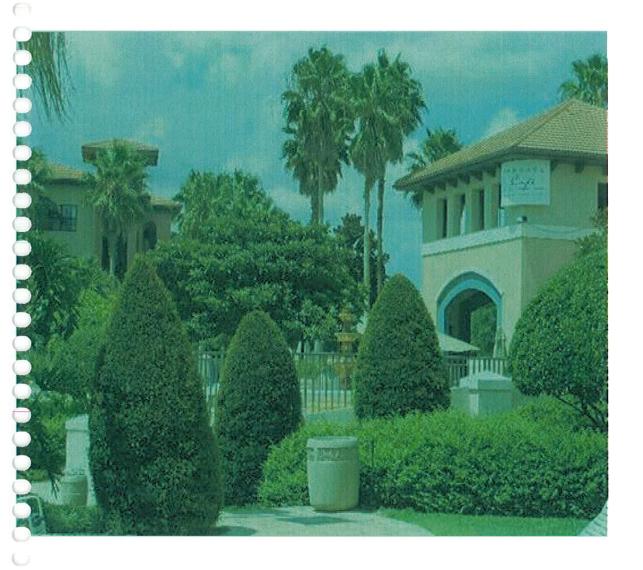
- Certified Pest Control Operator
- Green Industries Best Management Practices certification
- Branch Manager Leadership experience
- Capability to develop customized L&O programs for DTE

#### **Work Experience**

Down to Earth – Regional F&P Leader– Central/North FL	2021 - Present
Down to Earth – Branch Manager – Villages, FL	2007 – 2021
TruGreen – Service Manager – Orlando, FL	1991 – 2007
Agri-Services – Spray Tech – Orlando, FL	1988 – 1991



# DTE MAINTENANCE PROJECTS & REFERENCES





# MAINTENANCE PROJECTS & REFERENCES



## Independence HOA

- 14123 Pleach Street
- Winter Garden, FL 34787



#### Bella Collina

- 16690 Cavallo Drive
- Montverde, FL 34756



# The Canyons at Highland Ranch

- · 2357 Silver Birch Way
- · Clermont, FL 34715



## The Quarry Naples

- 8975 Kayak Drive
- Naples, FL 34120



## Providence HOA

- 1518 Clubhouse Blvd.
- · Davenport, FL 33837

Additional contact information for references can be provided separately upon request.



# DTE FINANCIAL CAPABILITY







July 25, 2022

Down To Earth 2701 Maitland Center Parkway Suite 200 Maitland, FL 32751 Attn: Johann Fiallo, Estimating Manager

Re: Letter of Bond-ability

Dear Johann,

It has been the privilege of Brunswick Companies and Hanover Insurance Company to provide surety bonds on behalf of Down to Earth for over 6 years, during which time Down To Earth has performed and we have issued performance and payment bonds for contracts valued in the range of \$5,000,000. In our opinion, Down To Earth remains properly financed, well equipped, and capably managed.

At the present time, Hanover Insurance Company provides a \$5,000,000 single project / \$15,000,000. aggregate surety program to Down To Earth. As always, Hanover Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. Therefore, Down To Earth has 100% bonding capabilities for the above captioned project.

Hanover Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A(XV) by A.M. Best Company and is licensed to do business in the State of Florida.

Regards,

Mark Levinson

Attorney-in-Fact, Hanover Insurance Company

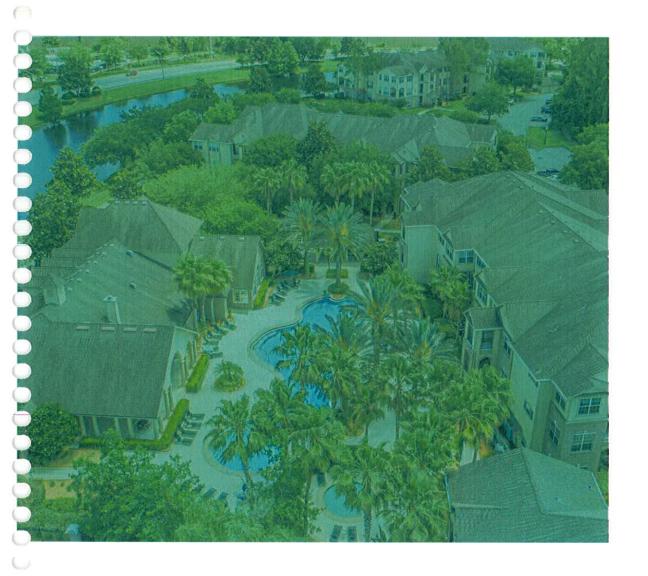
Sr. VP. Brunswick Companies

Mark Levinson



# PROPOSAL REQUIRED BID FORMS

PREPARED FOR TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT



#### TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

#### **EVALUATION CRITERIA**

1.	Personnel	(15 Points Possible) (Points Awarded)					
mana and e	ager and other specifically trainage this project; proposed staff	ce of key management and assigned personnel, including the project ned individuals who will manage the property; present ability to ing levels, etc. Skill set includes certification, technical training, s. Please include resumes, certifications, etc. with bid.)					
Name	Years Exp.						
1	ROB JOSEPH	Position/Certifications Duties and Responsibilities  REGIONAL OPERATIONS LEADER - OVERSEE CENTRAL  FLORIDA DTE TEAMS					
2	CORVIN FARMER	ORLANDO MARKET LEADER - DIRECT OPERATIONS SUPPORT FOR CENTRAL FLORIDA					
3.	RICARDO SANCHEZ	ACCOUNT MANAGER - DIRECTLY MANAGES ONSITE CREWS					
4	SHANE PARRISH	REGIONAL DIRECTOR IRRIGATION - OVERSEE ALL IRRIGATION INSPECTIONS & REPAIRS CENTRAL FLORIDA					
5	BRUCE WARSAW REGIONAL F/P MANAGER - MANAGES ALL F/P OPERATIONS CENTRAL FLORIDA						
Propos	ed Staffing Levels						
2	Technical personnel. In add	lude;laborers,Supervisors, and dition, list any personnel with technical expertise that will be icide, herbicide application, arborists or horticulturist, etc)					
Name	Years Exp.	Position/Certifications Duties and Responsibilities					
1	LEONARD PHELAN	F/P MANAGER - OVERSEES FERTILIZATION AND PEST CONTROL					
2	JONATHON BARNES	PRODUCTION MANAGER - TURF MANAGEMENT SITE MANAGER					
3.	DIOMANTE RAMOS	FOREMAN - ASSISTS IN MANAGING ONSITE CREWS					
1	RICARDO SANCHEZ	ACCOUNT MANAGER - DIRECTLY MANAGES ONSITE CREWS					

utilized		ition, list any personnel with	Supervisors, and technical expertise that will be the specific irrigation operating									
Name	Years Exp.	Position/Certifications	Duties and Responsibilities									
1.	EDWIN RAMOS	IRRIGATION TECH	NICIAN - 4+ YEARS EXP.									
2	SHANE PARRISH	REGIONAL DIRECTOR IRRIGATION - OVERSEE ALL IRRIGA INSPECTIONS & REPAIRS CENTRAL FLORIDA										
3	JASON SAMANSKI	IRRIGATION LEAD TECH / R	EPAIRS TO IRRIGATION SYSTEM									
2. work p		nd experience of the respond; past performance in any oth	ent in similar projects, volume of the contracts; subcontractor listing,									
1.	Contact: CONOR FINNEGAN											
	Project Type/Description:											
	Dollar Amount of Contract:	\$990	0,798.00									
	Your Company's Detailed Sc	ope of Services for Project: _	RTILIZATION AND PEST CONTROL									
	Duration of Contract: STAR	Г DATE: <b>JAN 2010</b>	END DATE:CURRENT									
2.	Project Name/Location:	PROVIDENCE HOA - DA	AVENPORT, FLORIDA									
		_Contact Phone:	407-705-2190 EXT. 427									
	Project Type/Description:		MAINTENANCE									
	Dollar Amount of Contract:		9,972.00									
	Your Company's Detailed Sc	ope of Services for Project:	RTILIZATION AND PEST CONTROL									

(1)

Duration of Contract: START DATE:	2010	END DATE: _	CURR
Project Name/Location:	THE QUAR	RY - NAPLES	
Contact: RENEE MONGIOVI Contact Ph	none:	732.735.5021	
Project Type/Description:			
Dollar Amount of Contract:			
Your Company's Detailed Scope of Servi			
Duration of Contract: START DATE:	JUNE 2018	END DATE: _	CURR
Project Name/Location: THE CANYONS AN	ND ESPLANADE AT	THIGHLAND RANCH HOA	A - CLERN
Contact: JAMES ALEXANDER Contact Ph			
Project Type/Description:	LANDSCAP	E MAINTENANCE	
Dollar Amount of Contract:	\$1,	067,929.00	
Your Company's Detailed Scope of Servi FULL SERVICE LANDSCAPE MAINTENANCE	ices for Project	-	
Duration of Contract: START DATE:	2015	END DATE: _	CURR
Project Name/Location:BEI	LLA COLLINA - M	IONTVERDE, FLORIDA	
Contact: ANDY GORRILL Contact Ph			
		E MAINTENANCE	
Project Type/Description:			

	Duration of Contract: START DAT	E:JANUARY 2018	_END DATE:	CURRENT
3.	Understanding Scope of RFP	(10 Points Possible)	(Points	Awarded)
specif directe	Does the proposal demonstrate an usted? Does it provide all information ications, pricing, scheduling, staffinged and information requested been preservices?	as requested by the Di , qualifications, etc.? H	strict including p lave all documen	roduct ts been completed
4.	Financial Capacity	(5 Points Possible)	(Points	Awarded)
At a n	Demonstration of financial resource secute the services required as discus ninimum, Proposer must include procest as well as "Compiled" Financial St	sed in Landscape and I of of ability to provide i	rrigation Maintensurance coverage	nance Agreement. ge as required by the
5.	<u>Price</u>	(35 Points Possible)	(Points	Awarded)
CONS FIRST imour	A full thirty-five (35) points will be the Contract Amount). AN AVERACE SIDERED WHEN AWARDING POINT AND SECOND ANNUAL RENEWN that based upon a formula which divides mber of points possible in this part of	GE OF ALL THREE YINTS FOR PRICING - WALS. All other proposes the low bid by the pro	EARS PRICING THE INITIAL T sers will receive a oposer's bid and	IS TO BE ERM AND THE a percentage of thi
ooints. numbe 27.74 hen n	tractor "A" turns in a bid of \$210,00 c. Contractor "B" turns in a bid of \$26 er of points possible (35). (210,000/26 of 35 possible points. Contractor "C" nultiplied by the number of points pactor "C" will receive 17.29 of 35 points.	5,000. Bid "A" is divided 55,000 x 35 = 27.74. The sum of \$425 possible (35). (210,000)	led by Bid "B" therefore, Contraction (5,000. Bid "A" is	nen multiplied by to ctor "B" will receined in the divided by Bid "0
<b>ó.</b>	Reasonableness of ALL Numbers	(15 Points Po	ossible) (F	Points Awarded)
& cost	Up to fifteen (15) points will be awa	arded as to the reasonab	oleness of ALL n	umbers, quantities
	ed in Parts 1,2,3,4, 5 & 6.			eid measurements

[-1]

 $\bigcirc$ 

**END** 

Once proposals are received for the District, the District's Board of Supervisors will review each submittal related to the District and score each proposal 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 also 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 District proposals on December 8th, 2022, 10:30 a.m., but the District reserves the right to reschedule any such meeting.

#### AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF	FLORIDA
COUNTY OF	ORANGE
£	

Before me, the undersigned authority appeared the affiant, <u>TOM LAZZARO - CEO</u>, 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 CHIEF EXECUTIVE OFFICER for SSS DOWN TO EARTH OPCO II LLC ("Proposer"), and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.
- 2. I assisted with the preparation of, and have reviewed; the Proposer's proposal ("Proposal") provided in response to the TOWN OF KINDRED Community Development District proposal 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 one hundred and twenty (120) 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 within fourteen (14) days after receiving a notice of award or in a timeframe as may be extended by the District.
- 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 Addendum No.'s:

  1 +2 date | 1 | 1 | 22
- 6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Proposal Pick-Up Time, 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; and (iv) 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 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.
- 7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the TOWN OF KINDRED Community Development 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.

Dated this 15TH day of NOVEMBER, 20 22

Proposer: SSS DOWN TO EARTH OPCO II LLC

By: TOM LAZZARO JOM JOHNS

Title: CHIEF EXECUTIVE OFFICER

STATE OF FLORIDA

The foregoing instrument was acknowledged before me by means of\_physical presence or\_online notarization this 15TH day of NOVEMBER , 20 22 by TOM LAZZARO of SSS DOWN TO EARTH OPCO II LLC

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the

foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

and did [ ] or did not [ ] take the oath.

LUCIA D. LINDELL
Notary Public-State of Florida
Commission # HH 43624
My Commission Expires
September 16, 2024

who is personally known to me or who has produced

COUNTY OF \_\_\_\_\_ ORANGE

Notary Public, State of Florida
Print Name: LUCIO D. LINDELL
Commission No.: HH
My Commission Expires: \_\_\_\_\_\_

as identification,

# PROPOSAL FORM FOR EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR

## TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

#### TO BE SUBMITTED TO:

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT c/o Richard Hernandez, District Manager on or before November 17th, 2022 12:00 p.m.. (EST)

TO:	TOWN OF KINDRED Community Development District
FROM:	SSS DOWN TO EARTH OPCO II LLC
	(Proposer)

In accordance with the Request for Proposals for Exterior Landscape and Irrigation Maintenance for TOWN OF KINDRED 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.

# TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES PROPOSAL FORM

I,	REPRESENTINGCompany and/or
Corporation, agree	to furnish the services required in the scope/specifications at the following prices:
I. Annual Con	ntract Proposal Amount:
A. Annual Total	\$ SEE EXHIBIT 2 PRICING SHEET  (Contract Total - Parts 1 thru 4)
NAME OF PROPO	SER:SSS DOWN TO EARTH OPCO II LLC
ADDRESS:	2701 MAITLAND CENTER PARKWAY - SUITE 200 MAITLAND, FLORIDA 32751
PHONE:	321.263.2700 FAX:
SIGNATURE:	Jom Joffaro
PRINTED NAME:	TOM LAZZARO
TITLE:	CHIEF EXECUTIVE OFFICER
DATE:	11.15.2022

#### QUALIFICATION STATEMENT

#### **TABLE OF CONTENTS**

PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3) (a), <u>FLORIDA STATUTES</u>, ON PUBLIC ENTITY CRIMES

## TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

## PROPOSER'S QUALIFICATION STATEMENT EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

SSS DOWN TO EARTH OPCO II LLC

(Name of Proposer)

## TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1.	Proposer:sss do	WN TO EARTH OPCO	IILLC //A	A Partnership	
	[Co	mpany Name]	<b>√</b>	A Corporation	
2.	Parent Company Name		1 1 F	A Subsidiary Co	orporation
3.	Parent Company Addre	2704 MAITH	AND CENTED DAD	WWAY CHITE 2	00
	Street Address	2701 MAITLA	AND CENTER PAR	KWAT - SUITE 2	
	P.O. Box (if any)				
	CityMAITLAND				
	Telephone				
			77APO	CHI	EF EXECUTIVE
	2nd Contact Name _	CORVIN F	ADMED	ORL	ANDO MARKET
4.	Proposer Company Ado				
	Street Address				
	P. O. Box (if any)				
	City	State		Zip Code	
	Telephone		Fax no		
	1st Contact Name			Title	
	2nd Contact Name _			Title	
5.	List the location of the OF KINDRED.	office from which	the proposer wo	uld provide sei	vices to TOWN
	Street Address	146	45 BOGGY CREEP	ROAD	
	CityORLAND			A Zip C	32824 ode
		21 263 2700			
	1st Contract Name	CORVIN FAR	NER	ORL	ANDO MARKET
	13t Contract Frame				

6.	Is the	Propos	ser incorporate	d in the Stat	e of Florida? Yo	es() No 🗸	
	6.1	If yes	s, provide the f	ollowing:			
			s the Company f Corporations			orida Department of	State, Division
		Ii	f no, please exp				
		• D	Date incorporate			Charter No	
	6.2	If no.	, provide the fo	llowing:			
		• T	he State with v	vhom the Pr	oposer's compai	ny is incorporated?	ОНЮ
		• Is	s the company	in good star	nding with the St	ate? Yes 🗸 No (	)
		If	f no, please exp	lain			
		- D	) - i	1		Charter No.	
		• D	ate incorporate	ea	6.19.2016	Charter No	3931764
		• Is	s the Proposer' 'es \leftarrow No ( )	s company	authorized to do	b business in the S	tate of Florida?
	6.3	(i.e.:	Limited Liabil	ity Compan	y, Partnership, e	the type of busine tc.) and the number andscape services.	
7.	Has th	e Prop	ooser's compar munity previou	ny provided sly? Yes ✓	services for a c	ommunity develop	ment district or
	7.1		s, provide the f				
		d o	istricts and/or s	imilar comr is well as t	nunities during the length of the	ed with communit he past five (5) year e contract and whe	s and the names
8.						rable contracts for with the most currer	
	(18)	\$10	00 MILLION	, (19)	\$109 MILLION	, (20)\$115 [	MILLION

9.	What are the Proposer's current insurance limits?
	General Liability       \$2,000,000.00         Automobile Liability       \$2,000,000.00         Umbrella Coverage       \$5,000,000.00         Workers Compensation \$
10.	Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes ( ) No   If so, state the name(s) of the company (ies) N/A
	The state(s) where barred or suspended N/A State the period(s) of debarment or suspension N/A
11.	Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?  Yes ( ) No If so, where and why? N/A
12.	Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes  ( ) No If so, state name of individual, other organization and reason therefore.  N/A
13.	List any and all litigation to which the Proposer, any personnel to work at TOWN OF KINDRED, any officer and/or employee of the Proposer has been a party in the last five (5) years. N/A
14.	Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ( ) No  If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof

(

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

INDEPENDENCE HOA, CONOR FINNEGAN, 407.488.0436, \$990,798.00, JAN 2010-CURRENT

PROVIDENCE HOA, STEPHEN LIM, 407.705.2190 EXT. 427, \$579,972.00, 2010-CURRENT

THE QUARRY, RENEE MONGIOVI, 732.735.5021, \$1,527,871.00, JUNE 2018-CURRENT

THE CANYONS AND ESPLANADE AT HIGHLAND RANCH HOA, JAMES ALEXANDER, 321.432.6415, \$1,067,929.00, 2015-CURRENT

BELLA COLLINA, ANDY GORRILL, 781.831.7262, \$752,112.00, JANUARY 2018-CURRENT

- List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
  KINGS RIDGE MASTER & SPA, FLORY BARAHONA, 352.242.9653, LOST DUE TO COST
  HAWTHORN AT LEESBURG, CHAD PECK, 352.360.6200, LOST DUE TO COST
  ENCORE AT FISHHAWK RANCH, MICHELLE GEORGE, 813.533.290, LOST DUE TO COST
- 17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year. PLEASE SEE ATTACHED
- 18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel. PLEASE SEE ATTACHED
- 19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

CORVIN FARMER		ORLANDO MARKET LEADER
Name	Posi	tion
LANDSCAPE MAINTENANCE	12	1
Type of Work	Yrs. Exp.	Yrs. With Firm
RICARDO SANCHEZ		ACCOUNT MANAGER
Name	Posi	tion
LANDSCAPE MAINTENANCE	4+	1
Type of Work	Yrs. Exp.	Yrs. With Firm
SHANE PARRISH		REGIONAL DIRECTOR IRRIGATION
Name	Posi	tion
LANDSCAPE MAINTENANCE	20+	17
Type of Work	Yrs. Exp.	Yrs. With Firm

BRUCE WARSAW		DIRECTOR F/P
Name	Pos	ition
LANDSCAPE MAINTENANCE	25+	15
Type of Work	Yrs. Exp.	Yrs. With Firm
LEONARD PHELAN		F/P MANAGER
Name	Posi	tion
LANDSCAPE MAINTENANCE	15+	8
Type of Work	Yrs. Exp.	Yrs. With Firm
deemed necessary to verify the sta or necessary to determine whether for bidding on the landscape ser	the TOWN of the TOWN Of vices request ity, quality of p	s) any person, firm or corporation to furnish and DF KINDRED CDD or their authorized agents in this document or documents attached hereto F KINDRED CDD should consider the Propose for proposals, including such matters as the erformance, efficiency and general reputation.  By:   May Jay Day Day Day Day Day Day Day Day Day D
Name of Proposer	-	TOM LAZZARO - CHIEF EXECUTIVE OFFICER
		[Type Name and Title of Person Signing]
Thisday of	, 20 <u>22</u>	
		(Corporate Seal)
Sworn to before me this	day of	NOVEMBER, 20 22
LUCIA D. LINDELL Notary Public-State of Floric Commission # HH 43624 My Commission Expires September 16, 2024	wia	Lindel / 9/16/2024 c/Expiration Date

# CORPORATE OFFICERS

SSS DOWN TO EARTH OPCO II LLC	
Company Name	

Date 11.15.2022

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

)			
NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
TOM LAZZARO	CHIEF EXECUTIVE OFFICER	OVERSEES ALL DTE DEPARTMENTAL OPERATIONS	MAITLAND, FLORIDA
ALAN JAFFA	MANAGING PARTNER	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OHIO
LINDA ERKKILA	SECRETARY	CORRESPONDANCE AND RECORD KEEPING	VALLEY VIEW, OHIO
JOSEPH IAFIGLIOLA	CHIEF FINANCIAL OFFICER	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OHIO
FOR PARENT COMPANY (if applicable)			
TOM LAZZARO	CHIEF EXECUTIVE OFFICER	OVERSEES ALL DTE DEPARTMENTAL OPERATIONS	MAITLAND, FLORIDA
ALAN JAFFA	MANAGING PARTNER	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OHIO
LINDA ERKKILA	SECRETARY	CORRESPONDANCE AND RECORD KEEPING	VALLEY VIEW, OHIO
JOSEPH IAFIGLIOLA	CHIEF FINANCIAL OFFICER	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OHIO

#### AFFIDAVIT FOR CORPORATION

State of	FLORIDA	ss:	
County of	ORANGE	-	
	TOM LAZZA	RO	
(title)			
of the			
•		, deposes and says that the statements and	
		ng the qualification statement and corporate	
		affidavit; and, that he/she understands that	
intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud;			
	on the part of the Proposer will be con	sidered good cause for rejection of Proposer's	
proposal.			
		Tom Larges	
		John Jufface	
		(Officer must also sign here)	
		CORPORATE SEAL	
		CORT OR THE SEAR	
Aaknawladgad	I before me by means of I by	presence oronline notarization this day	
of NOVEMBER		who is (x) personally known to me or	
	ed_as identification.	who is (A) personally known to me of	
,	The desired control of		
		1 - 2 - 2 1 - 1 - 1	
N i	LUCIA D. LINDELL Notary Public-State of Florida	ucial lindell	
	*Commission # HH 43624	Notary Public, State of Florida Print Name: Luga D. Lindel	
	Contambar 16 2024	Commission No.: #H 43624	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		My Commission Expires: 916 2024	

## SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1.	This sworn statement is submitted to TOWN OF KINDRED Community Development District.		
2.	This sworn statement is submitted by SSS DOWN TO EARTH OPCO II LLC (Print Name of Entity Submitting Sworn Statement)		
	(Print Name of Entity Submitting Sworn Statement) whose business address is 2701 MAITLAND CENTER PARKWAY - SUITE 200. MAITLAND FL, 32751		
	and (if applicable) its Federal Employer Identification Number (FEIN) is37-1834607 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:)		
3.	My name is and my relationship to the entity named above is CHIEF EXECUTIVE OFFICER		
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u> , means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.		
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.		
6.	I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), <u>Florida Statutes</u> , means:		
	A) A predecessor or successor of a person convicted of a public entity crime; or,		
	B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person		

controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies): There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.) The person or affiliate has not been placed on the convicted vendor list. (Please

[CONTINUED ON NEXT PAGE]

Services.)

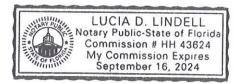
describe any action taken by or pending with the Florida Department of Management

TOM LAZZARO - CEO Tom Jayyaro

Date: \_\_\_\_\_11.15.2022

STATE OF \_\_\_\_\_FLORIDA COUNTY OF \_\_\_\_ORANGE

Acknowledged before me by means of physical presence or online notarization this 15th day of NOVEMBER, 2022, by TOM LAZZARO who is (X) personally known to me or ( ) has produced as identification.



Notary Public, State of Flovido
Print Name: LUCIO D. LINDEL
Commission No.: HH 43624
My Commission Expires: 9162024

#### TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

Contractor/Firm Name			
Firm Address2701 MAITLAND CENTER PARKWAY - SUITE 200			
City/State/ZipMAITLAND, FLORIDA 32751			
Phone NumberFax Number			
Name and Title of Representative			
Representative's Signature Jon Joypus			
Date			
ADDENDA – Proposer acknowledges the receipt of Addendum No.'s			
1. 11.11.2022 2. 11/11/22 3. 4. 5.			
Dated thisday of, 2021			

[END OF SECTION]

#### TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

3434 Colwell Avenue, Unit 200 Tampa, Florida 33614 (407) 472-2471

# Addendum No. 1 to the Town of Kindred Community Development District II Request for Proposals for Landscape and Irrigation Maintenance Services Osceola County, Florida

TO: Prospective Bidders

CC: Mark Yahn & Pete Soety [LANSCAPE CONSULTANT]

Michelle Rigoni, District Counsel

FROM: Richard Hernandez, District Manager

DATE: November 11, 2022

This **Addendum No. 1** pertains to the Town of Kindred Community Development District II ("District") Project Manual for Landscape and Irrigation Maintenance Services originally issued October 19<sup>th</sup>, 2022 ("RFP"). Following [

- 1. Per our last conversation regarding the detail weekly cycles, it was stated that the scope would remain at the current specified scope of 3-section detail rotation, once every 3 weeks totaling 17 details/prunings per year, but on the RFP scope section <u>B.,</u> it states a 4-section detail rotation, once every 4 weeks totaling 12 details/prunings per year. Please clarify, thank you.
- Answer: Bid the scope which is every four weeks and 13 times per year.
- 2. "On Red Canyon Dr., is the turf maintained from the sidewalk to the road, or is the town home vendor taking care of that area?"
- Answer: For question 2, anything between sidewalk and curb along Red Canyon should be CDD responsibility.

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, Rizzetta & Company, 3434 Colwell Avenue, Unit 200, Tampa, Florida 33614 Attention: Richard Hernandez, in writing within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the notice of protest is filed. Failure to timely file a written 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 this addendum. All notices and protests must be in accordance with the District's Rules of Procedures.

#### TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT 2

3434 Colwell Avenue, Unit 200 Tampa, Florida 33614 (407) 472-2471

# Addendum No. 2 to the Town of Kindred Community Development District 1& II Request for Proposals for Landscape and Irrigation Maintenance Services Osceola County, Florida

**TO:** Prospective Bidders

CC: Mark Yahn & Pete Soety [LANSCAPE CONSULTANT]

Michelle Rigoni, District Counsel

FROM: Richard Hernandez, District Manager

**DATE:** November 11, 2022

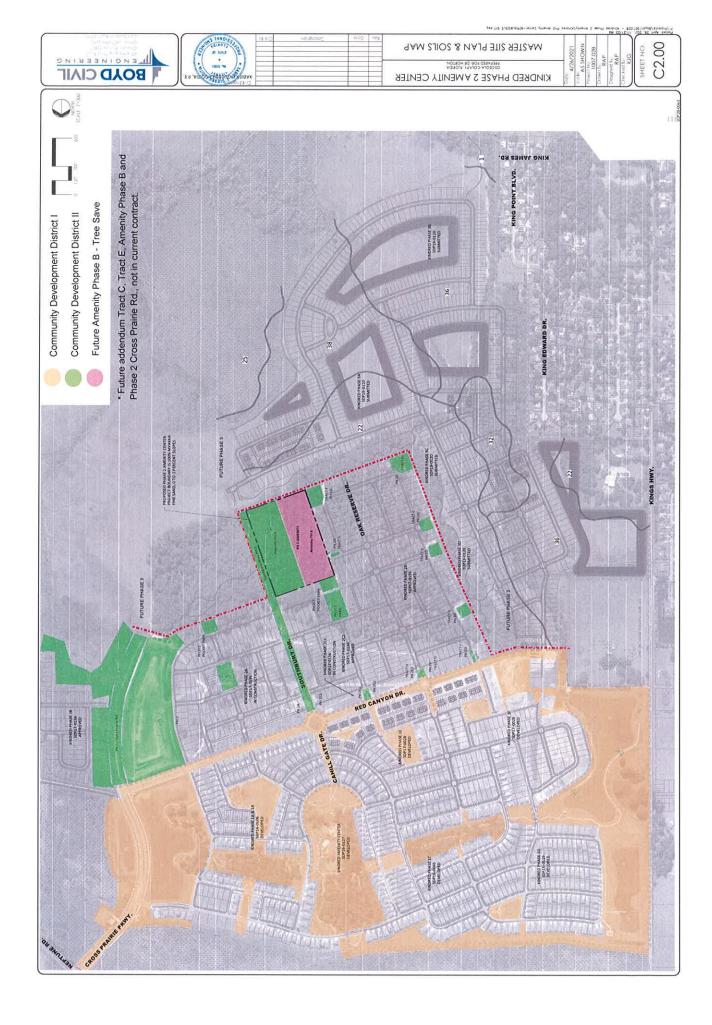
This **Addendum No. 2** pertains to the Town of Kindred Community Development District II ("District") Project Manual for Landscape and Irrigation Maintenance Services originally issued October 19<sup>th</sup>, 2022 ("RFP"). Following [

- 1. The RFP Section 3 for "Evaluation Criteria" has forms to be filled out that have the same information requested in Section 5 for "Proposal Forms". Are we required to fill out the forms in Section 3 and Section 5 or will it be acceptable to include that information from Section 5 only?
  - Section 5 only
- 2. What are the maintenance requirements for the volley ball courts?
  - Volleyball court should be kept weed and debris free.
- 3. Are we responsible for maintenance of vacant lots?
  - You are only responsible for the maintenance of lots owned by the CDD. Pre-built Residential lots are not included.
- 4. At the pre-bid meeting there was discussion about a separate RFP for the dog stations and trash cans for each phase (I and II). Will you be providing the total number of dog stations & trash cans and are you still interested in getting a separate proposal for those services?
  - 28 trash cans 15 dog stations yes please submit a separate proposal

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, Rizzetta & Company, 3434 Colwell Avenue, Unit 200, Tampa, Florida 33614 Attention: Richard Hernandez, in writing within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the notice of protest is filed. Failure to timely file a written 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 this addendum. All notices and protests must be in accordance with the District's Rules of Procedures.

#### EXHIBIT "C" TO AGREEMENT

#### MAINTENANCE MAP



# EXHIBIT "D" TO AGREEMENT FORM

(ADDITIONAL SERVICES ORDER)

limbs shall be kept off signage structures, play structures, fences and walls as well as pruned to keep street lights and traffic signage from being blocked.

- Provide clearance for pedestrians, vehicles, mowers and buildings.
- · Maintain clearance from shrubs in bed areas.
- Improve visibility in parking lots and around entries.
- d. 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.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. 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.
- g. 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. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut two times per year during March/April and September/October.
- h. Crape 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. "Hat Racking" will not be permitted unless directed otherwise by management.
- Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

#### 2. Edging

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground.
- b. Only mechanical edgers will be used for this function. Use of string trimmers or non selective herbicides will not be allowed.
- Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

#### 3. Weed Control

- a. 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.
- b. 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 for complete removal.

#### C. General

#### 1. Policing

- a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval at the labor rates specified in "Exhibit 3 Extra Services Pricing Summary".
- b. 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.
- c. All litter shall be removed from the property and disposed of off site.

#### 2. Communication

- a. Contractor will communicate with the owner or the owner's representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the owner or owner's representative which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to SunScape Consulting by the 5<sup>th</sup> of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. 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 a minimum of the pre inspection meeting.

#### Staffing

- a. 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 FL Department of Agriculture and Consumer Services. 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.
- b. Contractor shall provide consistent service on set day(s) each week with the exception of scheduling adjustments for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 8:00 AM until 6:00 PM, with no power equipment operating around resident buildings or homes before 9:00 AM.

### SCHEDULE "B" - TURF CARE PROGRAM - ST. AUGUSTINE (If included, see Exhibit 2 Fee Summary)

#### A. Application Schedule

Month Application

January: Winter fertilization, broadleaf weed control and disease control

March: Spring granular fertilization, broadleaf weed control, insect and

disease control

May: Early summer liquid fertilization with Arena and weed control

July: Summer granular fertilization, insect control and weed control

September: Late summer fertilization and insect/disease control

November: Fall granular fertilization and broadleaf weed/disease control

#### B. Application Requirements

#### 1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 5 lbs of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium.
- b. 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 insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make up. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

#### 2. Insect/Disease Control

- a. 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.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

#### 3. Weed Control

- Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- Contractor shall alert owner or owner's representative of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

#### 4. 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.

#### SCHEDULE "B" - TURF CARE PROGRAM - ZOYSIA (If included, see Exhibit 2 Fee Summary)

#### A. Application Schedule

Month Application

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 (granular 20-0-10) with 1lb N to 1lb K, 50% slow release w/minors.

Spot treat weeds and treat fungal and insect activity as necessary.

April: Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease

control as necessary.

May: Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease

control as necessary.

June: Fertilization (granular 20-0-10) with .5lb N, slow release w/minors.

Insect/weed/disease control as necessary.

July: Liquid fertilization with .5lb N w/ Iron. Insect/weed/disease control as

necessary.

August: Apply Ammonium Sulfate(21-0-0) at rate providing .5lb N. IPM

weed/insect/disease control.

September: Liquid Fertilization with .25lb N, with Iron, post emergent weed control,

insect/disease control as necessary.

October: Fertilization with 14-0-40 or similar. Weed/insect/disease control as

necessary.

November: Blanket pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and

inspect/treat fungal activity.

December: Blanket 0-0-62(Potash), IPM-spot treat weeds as necessary, inspect/treat

fungal activity.

#### B. Application Requirements

#### 1. Fertilization

- a. 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 insure 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.

- c. The irrigation system will be fully operational prior to any fertilizer application.
- d. Soils shall be tested at a reliable testing facility twice per year to monitor for Ph and chemical makeup. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

#### 2. Insect/Disease Control

- a. 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.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

#### 3. Weed Control

- a. Weed control will not be limited to only the broadleaf variety under this program.
- Contractor shall alert owner or owner's representative of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

#### 4. 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.

#### SCHEDULE "B1" - TURF CARE PROGRAM (BAHIA)

#### A. Application Schedule

Month Application

March: Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to

include blanket pre-emergent herbicide application.

June: Chelated Iron application and Mole Cricket control.

October: Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to

include blanket pre-emergent herbicide application.

#### B. Application Requirements

#### 1. Fertilization

- a. 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.
- 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 insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical make-up. The results will be provided to an HOA Representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

#### 2. Insect/Disease Control

- a. 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.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

#### 3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.
- Contractor shall alert an HOA Representative of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

#### 4. Warranty

a. There is no warranty for Bahia turf.

#### SCHEDULE "C" - TREE/SHRUB CARE PROGRAM (If included, see Exhibit 2 Fee Summary)

#### A. Application Schedule

Month Application

February: Spring granular fertilization and insect/disease control as needed

March/April: Insect/disease control/fertilization as needed

May/June: Insect/disease control/fertilization as needed

July/August: Minor nutrient blend with insect/disease control

October: Fall granular fertilization and insect/disease control as needed

December: Insect/disease control/fertilization as needed

#### B. Application Requirements

#### 1. Fertilization

a. 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.

- b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 30% 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.
- c. 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 insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. 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.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. 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.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make up. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the Tree / Shrub care program based on these results.

#### 2. Insect/Disease Control

- a. 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.
- b. 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.
- c. 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.
- d. Terrapin Scale has proven to be a difficult pest to control through the use of foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the aforementioned methods, the contractor may be required to utilize Maujet injections or other similar methods to deploy appropriate insecticides.
- e. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- f. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

#### 3. Specialty Palms

a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal, Canary Island Date, etc.), contractor will include in

their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation along with OTC injections three (3) times per year.

b. 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.

#### 4. 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. 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.

#### SCHEDULE "D" - SPECIAL SERVICES (If included, see Exhibit 2 Fee Summary)

Note: All Special Services work is to be performed by supplemental crews

#### A. Bedding Plants

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.

#### 1. Schedule

- a. All flower beds on the property will be changed four (4) times per year during the months of January, April, July and October.
- Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. 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.
- d. Contractor will obtain prior approval of plant selection from owner or owner's representative before installation.

#### 2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. 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.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine Fines after planting.
- Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

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

#### 3. Maintenance

- a. Flower beds 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.
- b. Seed heads are to be removed from Coleus plants as soon as they appear. "Pinching" of Coleus plants 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.
- d. Pre-emergent herbicides are not to be used in flower beds.
- e. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

#### 4. 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.

#### B. Bed Dressing

#### 1. Schedule

- Bed dressing will be replenished in all planted and unplanted areas according to the month indicated on the Exhibit 2 Fee Summary.
- b. Installation will be completed within a three week time period.

#### 2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material 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.
- c. 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 Owner or Owner's representative.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

#### C. Palm Trimming

1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date, etc.) in excess of 12' CT will be trimmed two times per year in June and

December. Trim specimen palms so that the lowest remaining fronds are parallel to the ground. 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. After trimming, the lowest fronds should be left parallel to the ground.

- 2. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 3. Washingtonia palms in excess of 12' CT will be trimmed two times per year in the months of February/March and July/August.
- 4. All palms other than Washingtonia, in excess 12' CT will be trimmed once per year in the months of July/August.
- 5. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- 6. Trim Sabal, Washington, Chinese, Fan and Ribbon Palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of management.
- 7. When trimming, cut the frond close to the trunk without leaving "stubs".
- Contractor shall sterilize pruning tools or saws between trees to prevent the spreading of Fusarium Wilt and other palm diseases.

#### SCHEDULE "E" - IRRIGATION MAINTENANCE (If included, see Exhibit 2 Fee Summary)

The Contractor shall inspect and test the irrigation system components a minimum of one (1) time per month. This shall include all the existing irrigation systems. The irrigation system summary table of controllers, zones and clocks are provided to Contractor herein. All routine repairs shall be included as part of the contracted amount; system integrity repairs that are related to the infrastructural integrity of the irrigation system shall be borne by the District.

#### A. Frequency of Service

- Contractor will perform the following itemized services under "Specifications" on a monthly basis.
  - a. The irrigation inspection will be performed during the same week(s) each month.

#### B. Specifications

- 1. Activate each zone of the system.
- 2. Visually check for any damaged heads or heads needing repair.
- 3. Clean, straighten or adjust any heads not functioning properly.
- 4. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
- 5. Report any valve or valve box that may be damaged in any way.
- 6. Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements and Water Management District restrictions including adjusting of rain sensor.
- 8. Contractor will provide a written report of the findings by zone.

#### C. Qualifying Statements

#### 1. Repairs

- Locating and repairing or replacing automatic valves or control wires and irrigation controller or large scale repairs are to be considered additional items.
- b. Contractor shall assume; however at no additional cost to the District, responsibility for any and all maintenance deficiencies, including parts and labor associated with the irrigation system to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings.
- 2. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
  - a. 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.
- 3 Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the owner within 24 hours of being detected.
- 4 Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
- 5 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.
- 6 Contractor will visually inspect irrigation system weekly while performing routine maintenance.
- 7 Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

# 

Contractor: SSS DOWN TO EARTH OPCO II LLC

Address: 2701 MAITLAND CENTER PARKWAY MAITLAND, FL 32751

Phone: (321) 263-2700 Email: tom.lazzaro@down2earthinc.com Contact: Tom Lazzaro, CEO

Property: Town of Kindred

Community Development District

c/o Rizzetta & Company Address: 8529 South Park Circle Orlando, FL 32819

Phone: 239-936-0913 ext. 0303 Email: rhemandez@rizzetta.com Contact: Richard Hernandez

through 12/31/2023 Dates: 1/1/2023

	2023 JAN	2023 FEB	2023 MAR	2023 APRIL	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
GENERAL SERVICES (Schedule A)	22,088	22,088	28,399	28,399	28,399	28,399	28,399	28,399	28,399	28,399	22,088	22,088	\$315,543
TURF CARE (Schedule B)	2,514	1,676	4,381	1,676	8,000	1,676	4,381	4,381	1,676	1,676	4,381	1,676	\$38,096
TREE/SHRUB CARE (Schedule C)	2,057	5,299	2,057	2,057	2,057	2,057	2,057	2,057	2,057	5,299	2,057	2,057	\$31,170
BEDDING PLANTS (Schedule D) 1340 Units Per Rotation	2,680			2,680			2,680			2,680			\$10,720
BED DRESSING (Schedule D) 675 Yards of Bed Dressing										37,125 675			\$37,125
PALM TRIMMING (Schedule D) 110 Sabal 10 Sylvester Date						1,250		3,850				1,250	\$6,350
IRRIGATION MAINT. (Schedule E) 303 Number of Zones	3,733	3,733	3,733 303	3,733 303	3,733	3,733	3,733 303	3,733 303	3,733 303	3,733	3,733	3,733	\$44,796
TOTAL FEE PER MONTH:	\$33,073	\$32,796	\$38,570	\$38,545	\$42,189	\$37,115	\$41,250	\$42,420	\$35,865	\$78,912	\$32,259	\$30,804	\$483,800

840,317 | \$40,317 | \$40,317 | \$40,317 | \$40,317 | \$40,317 | \$40,317 | \$40,317 | \$40,317 | \$40,317 |

Flat Fee Schedule

Contractor: SSS DOWN TO EARTH OPCO II LLC

Address: 2701 MAITLAND CENTER PARKWAY

MAITLAND, FL 32751

Phone: (321) 263-2700 Fmail: tom lazzaro@down2earthing

Email: tom.lazzaro@down2earthinc.com Contact: Tom Lazzaro, CEO

Property: Town of Kindred
Community Development District
c/o Rizzetta & Company

Address: 8529 South Park Circle Orlando, FL 32819

Phone: 239-936-0913 ext. 0303

Email: hernandez@rizzetta.com Contact: Richard Hernandez Dates: 1/1/2024 through 12/31/2024

	2024 JAN	2024 FEB	2024 MAR	2024 APRIL	2024 MAY	2024 JUN	2024 JUL	2024 AUG	2024 SEP	2024 OCT	2024 NOV	2024 DEC	TOTAL
GENERAL SERVICES (Schedule A)	22,751	22,751	29,251	29,251	29,251	29,251	29,251	29,251	29,251	29,251	22,751	22,751	\$325,009
TURF CARE (Schedule B)	2,590	1,727	4,513	1,727	8,240	1,727	4,513	4,513	1,727	1,727	4,513	1,727	\$39,239
TREE/SHRUB CARE (Schedule C)	2,119	5,458	2,119	2,119	2,119	2,119	2,119	2,119	2,119	5,458	2,119	2,119	\$32,105
BEDDING PLANTS (Schedule D) 1340 Units Per Rotation	2,760			2,760			2,760			2,760			\$11,042
BED DRESSING (Schedule D) 675 Yards of Bed Dressing										38,239 675			\$38,239
PALM TRIMMING (Schedule D) 110 Sabal 10 Sylvester Date						1,288		3,966				1,288	\$6,541
IRRIGATION MAINT. (Schedule E) 303 Number of Zones	3,845 303	3,845 303	3,845 303	3,845	3,845 303	3,845	3,845	3,845	3,845	3,845 303	3,845	3,845	\$46,140
TOTAL FEE PER MONTH:	\$34,065	\$33,780	\$39,727	\$39,702	\$43,455	\$38,229	\$42,488	\$43,693	\$36,941	\$81,279	\$33,227	\$31,729	\$498,314

Initials

841,526 | \$41,526 | \$41,526 | \$41,526 | \$41,526 | \$41,526 | \$41,526 | \$41,526 | \$41,526 | \$41,526 | \$41,526 | \$41,526 |

Flat Fee Schedule

#### EXHIBIT 3 - EXTRA SERVICES PRICING SUMMARY Project: Town of Kindred CDD Contractor: DOWN TO EARTH

<u>Material</u>	Description	<u>Price</u>
Mulch	Price/yard installed for quantities over 100 cubic yards	\$ 55.00
	Price/yard installed for quantities under 100 cubic yards	\$ 55.00
	Price per 3 cubic foot bag of Mulch	\$ 7.00
	Price per bale of Pine Straw	\$ 7.50
Hard Materials	Price per bag for Seminole Chips	<u>\$ 15.00</u>
	Price per ton for Seminole Chips	\$ 550.00
	Price per ton for 3"-5" River Jack	\$ 550.00
Seasonal Color	Annual flower installed prices include bed preparation be disposing of old flowers, hand or mechanically turning the bed soil as necessary.	y removing and ds and amending
	Bed preparation and installation per 4.5" pot	\$ 2.50
	Bed preparation and installation per 1 gallon pot	\$ 6.50
	Supply and install 8" to 10" hanging basket	\$ 30.00
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$ 45.00
Sod (St. Augustine)	Turf reparation includes removal and disposal of old material a affected area prior to installation of new sod.	end re-grading
	Square foot price for quantities less than 1,000 square feet	<u>\$ 1.20</u>
	Square foot price for quantities between 1,000 and 3,000 squa	re feet <u>\$ 1.20</u>
	Square foot price for quantities between 3,000 and 10,000 squ	are feet <u>\$ 1.20</u>
	Square foot for price quantities greater than 10,000 square feet	<u>\$ 1.20</u>
Irrigation	Irrigation services, which fall outside of the contract, will be provided on a perhour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.	
	Irrigation Technician per hour	\$ 65.00
	Irrigation Laborer per hour	\$ 45.00
	PVC parts	List less 15%
	Non-PVC parts	List less <u>15</u> %
	Valves, Clocks and any part over \$300.00	List less 15 %
General Labor	Foreman per hour	\$ 65.00
	Labor per hour	\$ 45.00
Arbor Care	Production Day (8 hour) Truck, Chipper, 3-man crew	\$ 1,900.00

Miscellaneous	Bush hogging per acre @	\$ 215.00
The per unit cost for	installation of various sizes and quantities of plant m	aterial is listed below:
4-inch Groundcover:	< 50 pla	nts <u>\$ 3.00</u>
	50 - 100 pla	nts <u>\$ 3.00</u>
	100 - 250 pla	nts <u>\$ 3.00</u>
	> 250 pla	nts <u>\$ 3.00</u>
1-gallon Plant Materia	al: < 50 pla	nts <u>\$ 8.50</u>
	50 – 100 pla	nts <u>\$ 8.25</u>
	100 – 250 pla	nts <u>\$ 8.00</u>
	> 250 pla	nts <u>\$ 8.00</u>
3-gallon Plant Materia	sl: < 50 pla	nts <u>\$ 22.00</u>
	50 – 100 pla	nts <u>\$ 21.50</u>
	100 – 250 pla	nts <u>\$ 21.00</u>
	> 250 pla	nts <u>\$ 21.00</u>
7-gallon Plant Materia	d: < 50 plan	nts <u>\$ 52.50</u>
	50 – 100 pla	nts <u>\$ 51.00</u>
	100 – 250 pla	sts \$ 50.00
	> 250 pla	sts \$ 50.00
15-gallon Plant Materi	ial: < 25 plai	nts <u>\$ 125.00</u>
	25 – 50 plai	nts <u>\$ 125.00</u>
	50 – 100 plan	nts <u>\$ 125.00</u>
	> 100 plan	nts <u>\$ 125.00</u>
30-gallon Plant Materi	ial: < 25 plai	nts <u>\$ 250.00</u>
	25 – 50 plan	nts <u>\$ 250.00</u>
	> 50 plan	nts <u>\$ 250.00</u>
45-gallon Plant Materi	ial: < 25 plai	nts <u>\$ 375.00</u>
	25 – 50 plan	nts <u>\$ 375.00</u>
	> 50 plan	state
65-gallon Plant Materi	ial: < 25 plai	sts \$750.00
	25 – 50 plan	sts \$750.00
	> 50 pla	nts <u>\$ 750.00</u>

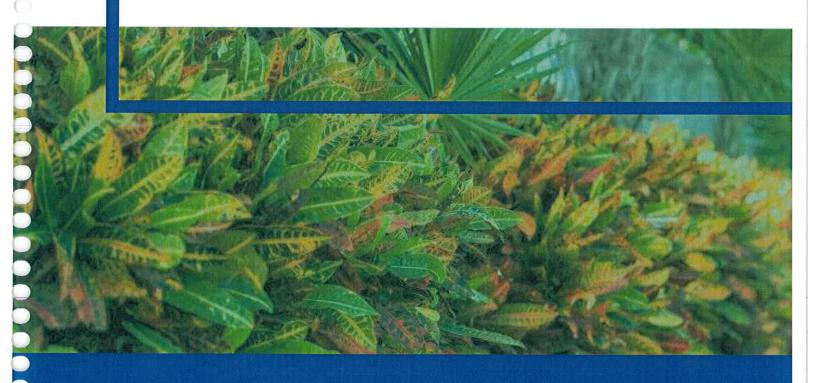
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# THANK YOU!

WE APPRECIATE THE OPPORTUNITY TO PARTNER WITH YOU AND TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT



Down To Earth Landscape & Irrigation 2701 Maitland Center Parkway Suite 200 (321) 263-2700 dtelandscape.com

# LICENSES & CERTIFICATIONS

We are proud to be affiliated with the following organizations:





State of Florida, DBPR Certified General Contractor

State of Florida, DPBR Irrigation Specialty Contractor

State of Florida, Department of Agriculture and Consumer Services Registered Pest Control Firm State of Florida, Department of Agriculture and Consumer Services Certified Pest Control Operator State of Florida, Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products State of Florida, Department of Agriculture and Consumer Services, Certificate of Nursery Registration State of Florida, Department of Environmental Protection and University of Florida Institute of Food and Resources Economics Certificate

Florida Nursery, Growers and Landscape Association (FNGLA), Certified Horticulture Professional (FCHP)
Florida Nursery, Growers and Landscape Association (FNGLA), Certified Landscape Technician (FCLT)
Florida Nursery, Growers and Landscape Association (FNGLA), Certified Landscape Contractor (FCLC)
Florida Nursery, Growers and Landscape Association (FNGLA), Florida Water Star Accredited Professional (FWS-AP)
Certified Best Management Practices, Florida Green, Industria

**Certified Best Management Practices, Florida Green Industries International Society of Arboriculture (ISA), Certified Arborist** 

Irrigation Association (CLIA) Certified Landscape Irrigation Auditor

Irrigation Association (CGIA) Certified Golf Irrigation Auditor

Florida Irrigation Society, Irrigation Auditing Training Course

Rain Bird - Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2 Paige rrigation, Certificate of Completion - Irrigation Wires & Cables and Proper Splicing Methods

Nesco Turf, Irrigation OSMAC Troubleshooting Service Training

John Deere Green Tech, Completion Rain Master Eagle iCentral Control System

Certified Baseline Irrigation Installation and Monitoring

State of Florida Maintenance of Traffic (MOT) Certified

Florida Professional Lawn Care Association of America, Certified Turfgrass Professional Golf Course

Superintendents Association, Class A Member

Better Business Bureau Members

















Uniting partners through exceptional landscape services



**Town of Kindred Community Development District I** 





# Town Of Kindred Community Development District I

Proposal
For
Landscape & Irrigation Maintenance

November 2022



November 17,2022

Town Of Kindred Community Development District I c/o Rizzetta & Company

RE: Landscape Maintenance & Irrigation Proposal

Dear Richard,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your Community Road Map™ because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your Community Road Map™ you will find the following sections:

- Company History: Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- Scope of Services Summary: This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- Agreement & Investment: Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Jena Rodgers

Regional Sales Director
United Land Services
jrodgers@unitedlandservices.com



### **Table of Contents**

- I. Company history, Experience and Services
- 2. Exclusive Partners and References
- 3. Management and Staffing
- 4. Development Strategy
- 5. Reporting
- 6. Certification
- 7. Bid Forms and Affidavit
- 8. Scope of Services Exhibit A
- 9. Your Investment Exhibit B & Exhibit 2
- 10. Mapping Exhibit C
- II. Additional Services and Agreement-Exhibit D & Exhibit 3
- 12. Financial



# Company History, Experience & Services



# Company History

#### **Field Support Office**

12428 San Jose Blvd Jacksonville, FL 32223 (904) 829-9255

#### **ULS Orlando South**

6386 Beth Rd Orlando, FL 32824

#### **Additional Areas Served**

- Montgomery, Alabama
- Central Florida
- Port St. Lucie, Florida
- · Fernandina Beach, Florida
- Tampa, Florida
- Metro Jacksonville



#### **Total Number of Employees**

400+

#### **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 400 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.









# **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.

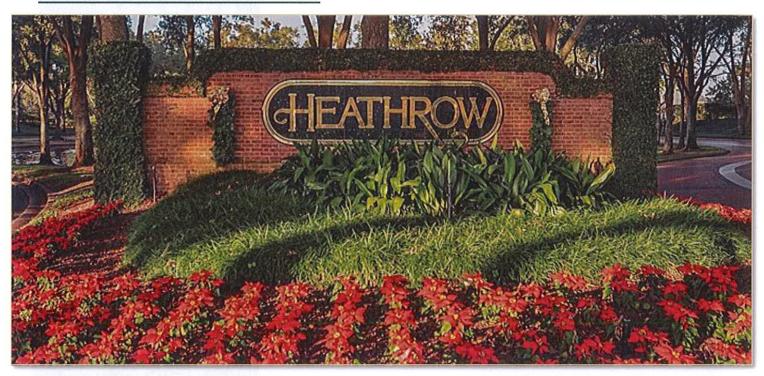


# Exclusive Partnerships & References

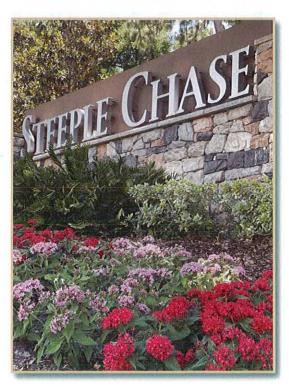


# Exclusive Partnership

**Heathrow Master Association** 







#### **United Land Services References**

Property: Devon Green

Name: Janice Buczowski-HOA President

Contact: 407.333.4440

Email: janicebucz@aol.com

Address: 473 Devon Place Heathrow, Fl 32746

Service: Maintenance free community consisting of 88

homes servicing the landscape maintenance, irrigation

and agronomics.

Property: Sullivan Ranch

Name: Kristi Chatburn- CAM

Contact: kchatburn@accessdifference.com

Address: Sullivan Ranch Blvd Mount Dora, Florida 32757

Service: Full service landscape maintenance on common

areas and 100 single family homes.

Property: The Enclave at Moss Park

Name: Pat Burroughs- Board Members

Email: pat.burroughs@cru.org

Address: IIII4 Great Commission Way Orlando, Fl 32832

Service: Landscape maintenance and irrigation for all

common areas and townhomes for the community

Property: Tahogua CDD

Name: Alan Sherer- Field Manager

Contact: 407-398-2890

Address: 1706 Flourish Ave, Kissimmee, FL 34744

Service: Landscape installation and reoccurring landscape

maintenance for common area.









Property: Harmony West CDD and HOA

Name: Bill Fife

Contact: 407-784-8327

Email: williamfife@forestar.com

Address: 6756 Alder Rd, St Cloud, FL 34773

Service: Servicing the landscape maintenance and

irrigation for the CDD and HOA Clubhouse.



Name: Lauren Wheeler

Company: Access Management

Contact: lwheeler@accessdifference.com

Service: Landscape maintenance for homeowners associa-

tions in Central Florida



































# Key Management & Personnel

# **Bob Blandford**

#### Chief Executive Officer



Bob Blandford leads our team as an accomplished executive with more than 25 years of experience in the landscape industry. Bob believes in our mission, our people, and our products as well as providing the best possible customer service. He is driven to do whatever it takes to be the best partner with the best company culture in the business.

#### **Experience**

2019 - Present

#### United Land Services - Chief Executive Officer

- Oversee executive leadership, public relations of the company and all company-related training
- Effectively manage a team of more than 450 employees in 8 different locations throughout the Southeast
- Develop and accomplish short-term goals and long-term objectives that further the company's growth

1998 - 2019

#### United Landscapes - Owner

At the age of 16, Bob Blandford started working for a commercial lawn maintenance company servicing customer such as Barnett Bank, TPC Sawgrass, and Jacksonville Golf and Country Club. In 1998, he went into business for himself, performing all facets of commercial construction and maintenance. Over the years, Bob built a company that now employs over 400 employees. They service customers such as HOA, CDD, commercial developers, and ten different national home builders. Bob Blandford also holds a Commercial Building Contractor's License and a Florida Irrigation License.

#### Licenses & Skills

- Certified General Contractor
- Certified Pest Control Operator
- Certified Irrigation Contractor
- · Certified Dealer In Agriculture
- Leadership & Growth Mindset
- · Business Strategy & Planning

#### Contact

I 2276 San Jose Blvd. Ste, 747 Jacksonville, FL 32223 904-829-9255 bblandford@unitedlandservices.com

# Ray Leach

## President of Operations



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 - President of Operations

- · Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- · Ensure compliance with local and state laws
- · Evaluate risk and lead quality assurance efforts
- Oversee expenses and budgeting to help the organization optimize costs and benefits

#### 1994 - 2021

#### Southern Scapes - President

- · Directing and overseeing an organization's budgetary and financial activities
- · Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- · Ensure compliance with local and state laws
- · Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

#### Licenses & Skills

- Certified Irrigation Contractor
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

#### Contact

12276 San Jose Blvd. Ste, 747 Jacksonville, FL 32223 904-829-9255 rleach@unitedlandservices.com linkedin.com/in/ray-leach-8bb505174/

# **Donnie Cope**

#### Vice President of Operations



Accomplished and goal-driven Vice President with more than 7 years' experience in strategic and tactical business leadership. Expertise includes managing business process change to achieve maximum results with effective planning, organization and communication skills as well as a solutions-oriented approach to problem-solving.

#### **Experience**

# 2015 - Current United Land Services - VP of Operations

- Establishes, implements, and communicates the strategic direction of the organizations operations division.
- Collaborates with executive leadership to develop and meet company goals
  while supplying expertise and guidance on operations projects and systems.
- Collaborates with other divisions and departments to carry out the organization's goals and objectives.
- Identifies, recommends, and implements new processes, technologies, and systems to improve and streamline organizational processes and use of resources and materials.
- Designed and manages Northeast Florida operations with a diverse staff of qualified project managers

#### 2016 - 2020 Florida Turf Grass - Owner

Sod sales, installation and grading services for Northeast Florida.

# 2014 - 2016 Outdoor Concepts - Owner

Landscape design and construction services for Northeast Florida.

#### Education

2001 - 2003

# A.A. Business Administration and Management

St. John's Community College

#### Licenses & Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

#### Contact

12276 San Jose Blvd. Ste, 747
Jacksonville, FL 32223
904-829-9255
dcope@unitedlandservices.com
linkedin.com/in/donnie-cope-69677b20/

# Tom Enright

#### Director of Maintenance



Accomplished leader with 20 years of experience improving quality, cost, and results for commercial landscape companies. Tom oversees branch activities and engages in monthly team meetings throughout the Southeast to maintain quality, consistency and safety.

#### Experience

2020 - Present

#### United Land Services - Director of Maintenance

 Oversees multiple branches and key accounts to implement quality, consistency and safety.

#### 2013 - 2020 Brightview - Branch Manager

- · Inspect key client properties to monitor performance and overall job quality
- Ensure existing accounts are renewed each year
- · Adhere to annual budgets
- Work with CFO to accurately track branch performance
- Ensure billing is completed in a timely and accurate manner
- Ensure all contracts are executed correctly
- Ensure proper use and care of all branch assets
- Identify staffing needs and work with recruiter to fill openings
- Monitor branch safety record and implement methods to improve safe workplace practices
- Monitor and guide management team as they train Crew Leaders and Crew Members
- · Implement and enforce policies and procedures as issued by the company

#### 2004 - 2013

#### Visionscapes - Vice President

 Oversaw construction and maintenance projects throughout the Southeast

#### Education

2000 - 2003

A.S. Architectural Design & Construction Management
Seminole State College of Florida

#### Licenses & Skills

- · Financial Management
- · Performance Tracking
- Business Strategy
- · Supply Chain Management

#### Contact

937 Bulkhead Road
Green Cove Springs, FL 32043
904-829-9255
tenright@unitedlandservices.com
linkedin.com/in/tom-enright-93476346/

# **Anthony Bretz**

#### Director of Agronomy



Seasoned pest control operator with over 18 years of experience in the industry. Proven ability to identify and suppress or eliminate pests while providing excellent customer service. Passion for performing and supervising year-round maintenance field operations involving Florida turfgrass and ornamentals.

#### **Experience**

2019 - Present

United Land Services - Director of Agronomy

- · Built out the United Land Services in house Agronomics Division
- Oversee and manage full time technicians that deliver best in class quality and results to commercial landscapes turf grasses and ornamentals

2007 - 1019 Alrik Lawn & Pest Control - Owner

- Oversaw company growth and retention
- Managed a 1MM book of business from all aspects

2004 - 2007 Palencia Golf - Crew Leader

 Lead daily operations with multiple duties and tasks while adhering to demanding deadlines.

#### **Licenses & Skills**

- · Certified Pest Control Operator
- Lawn & Ornamental
- General Household Pest Control
- Safety
- Problem solving
- Teamwork

#### Contact

937 Bulkhead Road Green Cove Springs, FL 32043 904-829-9255 abretz@unitedlandservices.com linkedin.com/in/anthony-bretz-b00b7792/

# 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

# John Gordon

#### Senior Account Manager



John serves as the primary contact for United Land Services clients. He builds and sustains long-term relationships, focusing on both client retention and ancillary sales, while providing oversight for field operations. John supervises the Production Manager, who directly manages all field operations and Associate Account Managers. As a unified group, they are responsible for coaching and developing team members.

#### **Experience**

2010- Present

## <u>United Land Services</u> (formely 3DTrees / Florida Landscapes) — Senior 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

2005-2010

#### Villa & Sons - Account Manager

- Hired, trained and developed maintenance crews to work efficiently and safely.
- Used the latest industry technology and applications to manage teams, schedule crews, calculate and track hours to keep budget.
- Served as the main point of contact for key clients. Met with them proactively and regularly while serving as a consultative subject matter expert.
- Used creativity to design and propose enhancements to existing landscapes.
- Coordinated with other departments including Irrigation, Agronomics, Safety and the Field Support Team to promote a seamless workflow.

1994 - 2005

Dora - Account Manager

1989-1994

Nanaks - Foreman/ Labor

#### Licenses & Skills

- Communication
- Leadership
- Organization
- Problem solving
- Teamwork

#### Contact

6386 Beth Road
Orlando, Florida 32824
407-520-0189
jgordon@unitedlandservices.com



# **Development Strategy**

#### Narrative Approach to Scope of Services - Town of Kindred

#### General Requirements

- ULS is prepared to acquire any and all necessary equipment if not already owned to fulfill the contract requirements.
- An Account Manager will be assigned to the account who will serve as the main point of contact for the District / Owner.
- Field employees will be dressed in ULS branded uniforms at all times. Field crew members are required to wear dark green uniform shirts and ULS branded hi-viz yellow safety vests along with work style boots.
- All ULS vehicles will be clearly marked with our logo.
- A code of conduct and employee handbook outlining policies is provided to employees at the time of hire. Employees are required to review the handbook and sign an acknowledgement form stating they agree to it's content.
- PPE is provided to employees, and required for use at all times. Safety protocols are at the direction of our Fleet & Safety Manager and implemented by our Branch, Account and Production Managers.
- Subcontractors & Consultants may be utilized for select services such as mulch installation, flower installation, palm pruning and agronomics. Those subcontractors will be expected to act as a representative of ULS at all times and adhere to contract requirements.

#### Reporting

- ULS agrees and is open to regular meetings onsite to review necessary items.
- A designated Account Manager will be assigned to the project to handle such coordination.
- Best efforts will be made to return calls and emails within a timely manner.
- All reports provided in RFP will be used along side ULS reporting

#### Operations & Maintenance

#### Schedule Of Services

- Staffing will be adequate to perform the tasks outlined in the Scope of Work for 52 visits
- Pricing includes a full time Irrigation Technician
- The property will be broken into sections
  - Mowing is to be completed in a weekly day schedule
  - The property will be broken into 4 equal sections to complete the detail on a monthly basis.
  - Maps outlining these areas will be provided to the crew and property management.

#### Turf Care

#### Mowing

United Land Services intends to approach the mowing of the current areas in this manner.

- Mowing frequencies will be completed per the Scope of Services, for a total of approximately 42 cuts for St. Augustine and 36 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 on Zoysia, St. Augustine and Bahia

#### 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

#### 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 Trimming

- · Oaks will be maintained to a height of 8' over pedestrian walkways and 15' over roadways.
- 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.

#### 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.



# 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** 



ZX.

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 I 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.





Reporting



## Closing the Communication Gap

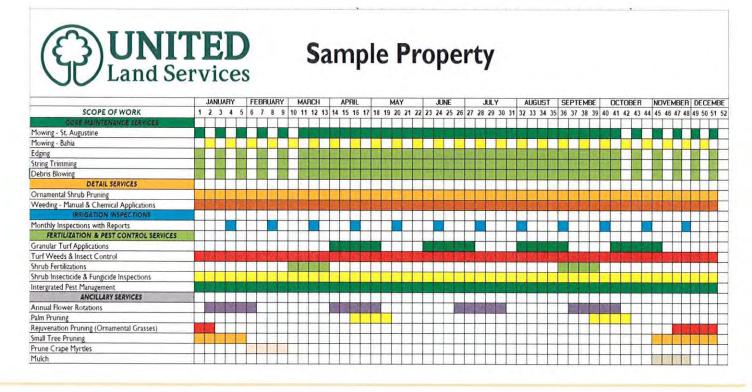
Alignment, Execution & Building Partnerships

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#### Agronomics and Irrigation Inspection Reports

to a	Scheduled Application (	ID Card:		UNITED Land Services
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#### Yearly Service Calendar Guideline

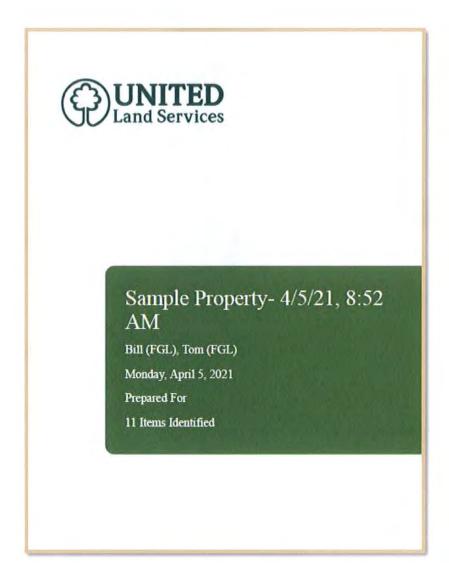




## Closing the Communication Gap

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.



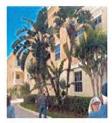


SAMPLE

# Closing the Communication Gap

#### Alignment, Execution & Building Partnerships





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



Issue 2 Remove Mags on Cody Chase



Issue 3 Declining Washingtonian on Cody Chase



Issue 4 Remove staking kit



Issue 5 Oueen Palm on 46A dead from Ganoderma



Possible irrigation issue on Podocarpus along 46A units



Issue 7 Replace declining Pittisporum with turf



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

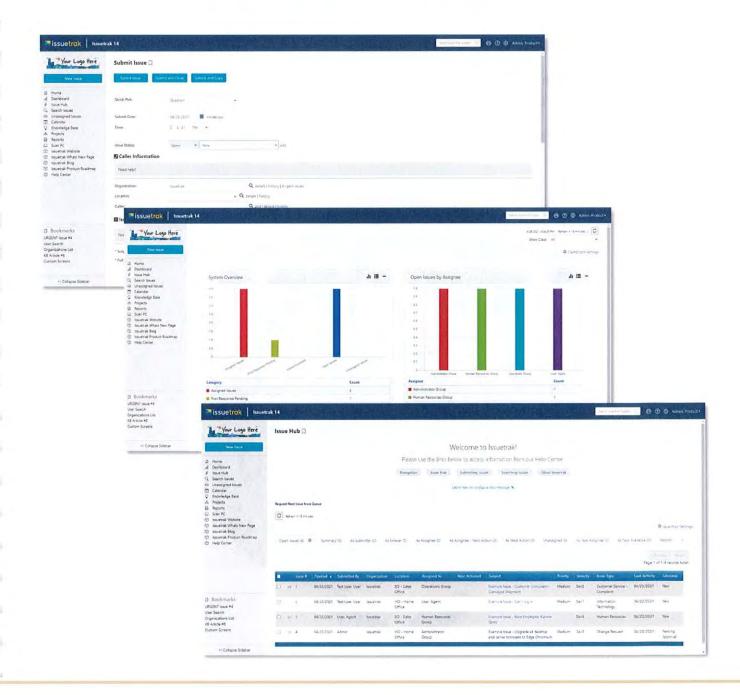


# Closing the Communication Gap

Alignment, Execution & Building Partnerships

United Land Services Work Order System Powered by:







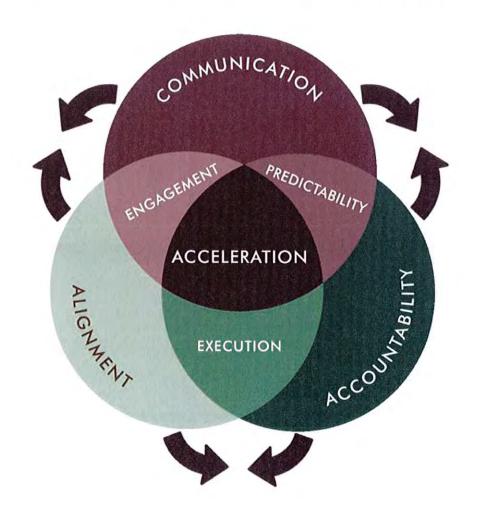
### Closing the Communication Gap

#### 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.





# Certificates, Licenses & Insurance Certificate

#### Form

(Rev. October 2018) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; FlorIda ULS Operating, LLC	do not leave this line blank	C											
2 Business name/disregarded entity name, if different from above					-	_	_	-	_		_		
United Landscapes													
3 Check appropriate box for federal tax classification of the person whose no following seven boxes.		heck only	one	of the	C	ertai	n en	titie		t ind	ividu	only als; s	
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Individual/sole proprietor or single-member LLC  Limited liability company. Enter the tax classification (C=C corporation, Note: Check the appropriate box in the line above for the tax classificat LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the Other (see instructions)  5 Address (number, street, and apt. or suite no.) See Instructions.  12276 San Jose Blvd., Suite 747	tion of the single-member of from the owner unless the purposes. Otherwise, a sin	owner. Do owner of t	not he l	1 Cis	1107				m FA	ATCA	rep	orting	1
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12276 San Jose Blvd., Suite 747													
6 City, state, and ZIP code		1											
Jacksonville, FL 32223													
7 List account number(s) here (optional)		1											
Part I Taxpayer Identification Number (TIN)					-	_			_	-		_	-
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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2022

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 License # 0C36861	CONTACT Stephanie Kearney	
New York-Alliant Ins Svc Inc 101 Park Ave 14th Fl	PHONE FAX (A/C, No, Ext): (A/C, No):	
New York, NY 10178	E-MAIL ADDRESS: Stephanie, Kearney@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Liberty Surplus Insurance Corporation	10725
INSURED	INSURER B: Liberty Mutual Fire Insurance Company	23035
United Land Services Holdings LLC 12276 San Jose Blvd	INSURER C:	
Suite 747	INSURER D:	
Jacksonville, FL 32223	INSURER E:	
	INSURER F:	

COVERAGES

CORD

#### 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.

NSR		TYPE OF INSURANCE	ADDL S	UBR POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
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				N. 19 . 19 . 19 . 19 . 19 . 19 . 19 . 19			MED EXP (Any one person)	s	10,000
							PERSONAL & ADV INJURY	s	1,000,000
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		CER/MEMBER EXCLUDED?	N N/A				E.L. DISEASE - EA EMPLOYEE	s	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Kindred Community Development District I is included as Additional Insured where required by written contract.

CER	TIF	CA.	TE	HOL	DER

CANCELLATION

Town of Kindred Community Development District I 1450 Diamond Loop Drive Kissimmee, FL 34744

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

**AUTHORIZED REPRESENTATIVE** 



#### CERTIFICATE OF LIABILITY INSURANCE

11/15/2022

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PRODUCER License # 0C36861	CONTACT Stephanie Kearney	
New York-Alliant Ins Svc Inc 101 Park Ave 14th Fl	PHONE (A/C, No, Ext): FAX (A/C, No):	
New York, NY 10178	E-MAIL ADDRESS: Stephanie.Kearney@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Surplus Insurance Corporation	10725
INSURED	INSURER B : Liberty Mutual Fire Insurance Company	23035
United Land Services Holdings LLC 12276 San Jose Blvd	INSURER C:	
Suite 747	INSURER D:	
Jacksonville, FL 32223	INSURER E:	
	INSURER F:	

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REVISION NUMBER:

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NSR LTR		TYPE OF INSURANCE	ADDL S	NVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
Α	X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	s	1,000,000
		CLAIMS-MADE X OCCUR	X	1000471494-02	3/31/2022	3/31/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	5	500,000
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							PERSONAL & ADV INJURY	S	1,000,000
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		OWNED SCHEDULED AUTOS	JLED BODILY	BODILY INJURY (Per accident)	\$				
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	(Man	ndatory in NH)	107.6				E.L. DISEASE - EA EMPLOYEE	s	1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below					E L DISEASE - POLICY LIMIT	s	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Kindred Community Development District II is included as Additional Insured where required by written contract.

CERT	10	CAT	$\mathbf{u}$	и г	CD
CERT	11	UM	$\mathbf{n}$		

CANCELLATION

Town of Kindred Community Development District II 1450 Diamond Loop Drive Kissimmee, FL 34744 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

Sent Dal

ACORD 25 (2016/03)

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# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

#### CERTIFIED GENERAL CONTRACTOR

CGC151617

ISSUED: 02/09/04

BLANDFORD, ROBERT JOHN UNITED LAND SERVICES, LLC

IS CERTIFIED under the provisions of Ch.489 FS.

Expression show Mari 41, 2000

# STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES BUREAU OF LICENSING AND ENFORCEMENT

Date 10/22/2020 File No. JE61627 Expires 09/30/2021

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: September 30, 2021

Lawn and Ornamental

BLANDFORD, ROBERT

#### DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

#### CERTIFIED IRRIGATION CONTRACTOR

SCC131151493

BLANDFORD, ROBERT JOHN UNITED LAND SERVICES, LLC

IS CERTIFIED under the provisions of Ch.489 FS.

# STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES BUREAU OF LICENSING AND ENFORCEMENT

Date June 3, 2020 File No. LF298662 Expires June 3, 2024

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 3, 2024

BRETZ, ANTHONY

# STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES BUREAU OF LICENSING AND ENFORCEMENT

Date

File No.

Expires

10/30/2020

AD2464

10/21/2021

THE CERTIFIED DEALER IN AGRICULTURE NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: October 21, 2021

BLANDFORD, ROBERT

# STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES COMMERCIAL APPLICATOR LICENSE

Date 7/7/2021 File No. CM24579 Expires 12/31/2024

THE AQUATIC PEST CONTROL APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: December 31, 2024

MILLER, JACOB



### Certification

#### Your Agronomics and Irrigation Specialists

TOWNAME TO SOMETHING TO SOME THE STATE OF TH Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT Date File No. Expires October 31, 2023 November 4, 2022 THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: October 31, 2023 6386 BETH ROAD ORLANDO, FL 32824 UNITED LAND SERVICES LLC 12276 SAN JOSE BLVD STE 747 Lawn and Ornamental JACKSONVILLE, FL 32223 NICOLE BUEL NICOLE "NIKKI" FRIED, COMMISSIONER

Zamulonnes Lamulonnes Lamulonnes Lamulonnes Lamulonnes Lamulonnes

SOMETHING A SOMETHING A SOMETHING A SOMETHING AS THE WARREST AS THE SOMETHING AS THE SOMETH STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT Date File No. Expires June 1, 2023 July 13, 2022 JF143135 THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2023 Lawn and Ornamental SCOTT PRITT 15250 JOHN LAKE RD CLERMONT, FL 34711 NICOLE "NIKKI" FRIED, COMMISSIONER 

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

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

**EXPIRES** 

9/30/2022

5000-1224500

\$30.00

5000 BUSINESS OFFICE

1 EMPLOYEE : 1812 IRRIGATION

1 EMPLOYEE \$30.00

TOTAL TAX PENALTIES \$6.00 PREVIOUSLY PAID \$66.00 TOTAL DUE

9224 TELFER RUN (MOBILE) U - ORLANDO, 32817

TODD MARC C - IS0000258 PAID \$66.00 2004-07392138 10/22/2021

MOLPH, TATCO RANGE COUNTY, PL

FLORIDA ULS OPERTING LLC **TODD MARC C - IS0000258** UNITED LAND SERVICES FLORIDA ULS OPERTING LLC 9224 TELFER RUN

ORLANDO FL 32817

This receipt is official when validated by the Tax Collector.



Ron DeSantis, Governor

Julie I. Brown, Secretary



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

#### CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

#### **BLANDFORD, ROBERT JOHN**

UNITED HOME BUILDERS OF JACKSONVILLE INC 6126 US 1 NORTH SAINT AUGUSTINE FL 32095

#### LICENSE NUMBER: CBC1251617

**EXPIRATION DATE: AUGUST 31, 2022** 

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.

State of



Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

#### PEST CONTROL LICENSE

Number: JB303070

UNITED LANDSCAPES
937 BULKHEAD RD BLDG 190, GREEN COVE SPRINGS, FL 32043

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending September 30, 2021 as prescribed by Law.

nicole Bried

Issue Date: October 13, 2020

FDACS 13618, 06/01



This Receipt is issued pursuant to County ordinance 87-36

#### 2021/2022 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1

1055281

**EXPIRES** 

September 30, 2022

Business Type Landscaping & Maint

Location

12428 San Jose Blvd # 4

Jacksonville FL 32223

**New Business** 

Transfer

**Business Name United Landscapes** 

Owner Name

Florida Uls Operating LLC

Mailing

937 Bulkhead Road

Address

Green Cove Springs, FL 32043

ST. JOHNS COUNTY
TAX COLLECTOR
DENNIS W. HOLLINGSWORTH, CFC

Tax

22.00

Penalty

0.00

Cost Total

22.00

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2020-901378 on 08/16/21 for \$22.00



This Certifies that CHRIS MARQUESS

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

Date Expires: 08/18/2025 Instructor: Jose Silva Certificate # 76539 FDOT Provider # 15

Florida Safety Council Phone: 407-897-4443 1505 E. Colonial Drive Orlando, FL 32803 occsafety.com cfreeman@floridasafety.org





20-702030715

This conduction whereas that the recipient has successfully completed

10-hour General Industry Safety and Health

This card issued to:

Matt Stinson

 Carol Norris
 2/27/2020

 Trainer Name
 Date Issued







#### **Matt Stinson**

has successfully completed the

#### FX Luminaire Designer Training

ONLINE TRAINING PROGRAM

The GoV Pohnoch PHIL ROBISCH, CID, CLIA, CLWM

TODD D. POLDERMAN Vice President, Marketing Landscape Irrigation and Outdoor Lighting

**FX**Luminaire.



GV8446 Trainee ID #

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

The undersigned hereby acknowledges that

#### Matthew Stinson

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

J. Sewards Instructor

1/28/2010

Date of Class

DE Program Administrator



### Certification

Your Agronomics and Irrigation Specialists

Commissioner of Agriculture

State of



Florida

Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

#### CERTIFIED PEST CONTROL OPERATOR

Number: JF143135

SCOTT PRITT

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn & Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Post Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on July 7, 2006

Chief Bureau of Entomology and Pest Control

DACS form 1780, Feb. 99



Bid Forms & Affadvit

### REQUEST FOR PROPOSAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

#### **EVALUATION CRITERIA**

(15 Points Possible) ( Points Awarded)

1.

Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1Thomas Enright	20 yrs	Director of Maintenance	Oversee all Maintenance Branches
2. Brad Bachman	20 Year	Regional Branch Manager	Oversees Orlando Branches
3. John Borland	32 Yrs	Senior Branch Manager	Oversee the Orlando South Branch
4 John Gordon	33 years	Account Manager	Oversees labor force, irrigation & fe
5. Anthony Bretz	15 years	Director of Agronomics	Oversee Company Agronomics
Proposed Staffing Le  Landscape Maintena  11 Technical  utilized on this project	vels  nce staff will inc personnel. In ade et. (Such as pest	lude; 6 laborers, dition, list any personnel with to icide, herbicide application, arb	2 Supervisors, and echnical expertise that will be porists or horticulturist, etc)
Proposed Staffing Le  Landscape Maintena  11 Technical	vels  nce staff will ince	lude; 6 laborers, dition, list any personnel with to	2Supervisors, and echnical expertise that will be

lame	•	Years Exp.	Position/Certification	s Duties and Responsibilities						
Ro	cardo Nogueres	18 years	Irrigation	Oversees Irrigation for Orlando Sou						
			-							
			+							
2.	Experience		(20 Points Po	ssible) (Points Awarded)						
		ed to the fire		espondent in similar projects, volume on the contracts; subcontractor listing						
1.	Project Name/L	ocation: T	ahogua CDD							
	Project Name/Location: Tahoqua CDD  Contact: Alan Sherer Contact Phone: 407-398-2890									
				7-398-2890						
		Sherer	Contact Phone:407	7-398-2890						
	Contact: Alan	Sherer escription: _	Contact Phone:407							
	Contact: Alan Project Type/De Dollar Amount	Sherer escription: _ of Contract:	Contact Phone:407 CDD328,000							
	Contact: Alan Project Type/Do Dollar Amount Your Company Installation of	Sherer escription: _ of Contract: 's Detailed S	Contact Phone: 407 CDD 328,000 Scope of Services for Pro	oject: r the CDD and continuous landscape m						
	Contact: Alan Project Type/Do Dollar Amount Your Company Installation of consisting of	Sherer escription: _ of Contract: 's Detailed S f landscape t mowing, pro	Contact Phone:407 CDD  328,000 Scope of Services for Proturf, chrubs and trees for uning, detailing, agronor	oject:						
	Contact: Alan Project Type/Do Dollar Amount Your Company Installation of consisting of	Sherer escription: _ of Contract: 's Detailed S f landscape t mowing, pro	Contact Phone:407 CDD  328,000  Scope of Services for Proturf, chrubs and trees for	oject: r the CDD and continuous landscape m						
2.	Contact: Alan Project Type/Do Dollar Amount Your Company Installation of consisting of	Sherer escription: _ of Contract: 's Detailed S f landscape t mowing, pro	Contact Phone:407 CDD  328,000 Scope of Services for Proturf, chrubs and trees for uning, detailing, agronor  RT DATE:2020 Harmony West CDD and	oject: r the CDD and continuous landscape m mics and irrigationEND DATE:Current						
2.	Contact: Alan Project Type/Do Dollar Amount Your Company Installation of consisting of  Duration of Con	Sherer escription: _ of Contract: 's Detailed S f landscape to mowing, pro- ntract: STAF	Contact Phone:407 CDD  328,000  Scope of Services for Proturf, chrubs and trees for uning, detailing, agronor	oject: r the CDD and continuous landscape m mics and irrigationEND DATE:Current						
2.	Contact: Alan Project Type/Do Dollar Amount Your Company Installation of consisting of  Duration of Con Project Name/L	Sherer escription: _ of Contract: 's Detailed S f landscape t mowing, pro ntract: STAF cocation:F	Contact Phone:407 CDD  328,000 Scope of Services for Proturf, chrubs and trees for uning, detailing, agronor  RT DATE:2020 Harmony West CDD and	oject:						
2.	Contact: Alan Project Type/Do Dollar Amount Your Company Installation of consisting of  Duration of Con Project Name/L Contact: Bill F	Sherer escription: _ of Contract: 's Detailed S f landscape t mowing, pro  ntract: STAF cocation: _ F ife escription: _	CONTACT Phone:	oject:						
2.	Contact: Alan Project Type/Do Dollar Amount Your Company Installation of consisting of  Duration of Con Project Name/L Contact: Bill F Project Type/Do Dollar Amount	Sherer escription: _ of Contract: 's Detailed S f landscape t mowing, pro  ntract: STAF cocation: _ 'ife escription: _ of Contract:	CONTACT Phone:	oject:						

Duration of Contract: STAR	T DATE: June 20	22	_END DATE:	Current
Project Name/Location: He	athrow Master Ass	ociation		
Contact: Deenna Simms	Contact Phone: _	407-333-08	84	
Project Type/Description:	Master Common A	Areas		
Dollar Amount of Contract:	540,000			
Your Company's Detailed So Core maintenance consistin and irrigation services for c	ng of mowing, deta			are, fertilizatio
Duration of Contract: STAR			_END DATE:	Current
Project Name/Location: Ala		107 700 6	700	
Contact: Leigh Quinn	Contact Phone: _		700	
Project Type/Description:I		.43		
Dollar Amount of Contract:		u Dualant.		
Your Company's Detailed So Core maintenance consisting and irrigation services for consisting	ng of mowing, deta		oruning, arbor c	are, fertilizatio
Duration of Contract: STAR	T DATE: 2020	)	_END DATE:	Current
Project Name/Location: Su	Illivan Ranch			
Contact: Kristi Chatburn	Contact Phone: _	352-729-4	802	
Project Type/Description:	Full service HOA			
	356,647			

	·				-
	Duration of Contract: START Da	ATE:2022	EN	D DATE:	Current
3.	Understanding Scope of RFP	(10 Points Pos	sible) (	Points	Awarded)
speci direc	Does the proposal demonstrate an ested? Does it provide all informati ifications, pricing, scheduling, staffited and information requested been eservices?	on as requested by ting, qualifications, e	he District tc.? Have a	including p Il documer	oroduct ats been completed a
1.	Financial Capacity	(5 Points Possi	ble) (	Points	Awarded)
At a	Demonstration of financial resource execute the services required as discominimum, Proposer must include prict as well as "Compiled" Financial	cussed in Landscape roof of ability to pro	and Irrigat vide insura	ion Mainte nce covera	nance Agreement. ge as required by the
5.	<u>Price</u>	(35 Points Poss	sible) (	Points	Awarded)
CON FIRS	A full thirty-five (35) points will (the Contract Amount). AN AVER ISIDERED WHEN AWARDING POT AND SECOND ANNUAL RENIONS to be a formula which dividuals of points possible in this part	AGE OF ALL THR OINTS FOR PRICI EWALS. All other p ides the low bid by t	EE YEARS NG - THE proposers w the propose	S PRICING INITIAL T vill receive	GIS TO BE TERM AND THE a percentage of this
point numb 27.74 then	ntractor "A" turns in a bid of \$210 cs. Contractor "B" turns in a bid of \$210 per of points possible (35). (210,000 for 35 possible points. Contractor multiplied by the number of points ractor "C" will receive 17.29 of 35 per	\$265,000. Bid "A" is \$265,000) x 35 = 27 "C" turns in a bid of ts possible (35). (2	s divided by .74. Therefor f \$425,000.	Bid "B" tore, Contra Bid "A" is	hen multiplied by the actor "B" will receiv s divided by Bid "C
6.	Reasonableness of ALL Number	ers (15 Poir	nts Possible	e) (]	Points Awarded)
	Up to fifteen (15) points will be a sts (including, but not limited to fer ided in Parts 1,2,3,4, 5 & 6.				
	Proposer's Total Score (1	00 Points Possible)	(_	Point	s Awarded)

Once proposals are received for the District, the District's Board of Supervisors will review each submittal related to the District and score each proposal 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 also 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 District proposals on December 8th, 2022, 10:30 a.m., but the District reserves the right to reschedule any such meeting.

#### AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF TIOTIGA		
COUNTY OF Orlando		
Before me, the undersign	ed authority appeared the affiant, John Borland	, 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 <u>Branch Manager</u> for <u>United Land Services</u> ("Proposer"), and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.
- 2. I assisted with the preparation of, and have reviewed; the Proposer's proposal ("Proposal") provided in response to the TOWN OF KINDRED Community Development District 2 proposal 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 one hundred and twenty (120) 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 within fourteen (14) days after receiving a notice of award or in a timeframe as may be extended by the District.
- 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 Addendum No.'s: Addendum 1 (10/31, 11/4, 11/14) Addendum 2 (11/16)
- 6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Proposal Pick-Up Time, 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; and (iv) 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 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.
- 7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the TOWN OF KINDRED Community Development District 2, 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 of Acknowledgments and that the foregoing is true and correct.

Dated this_	15th	day of	November	, 20 <u>2</u> 2		
			Proposer: Flor	ida ULS Operatin	g, LLC DBA	United Land Services
			Title: Branc	h Manager		
STATE OF <u>F</u>	orde					
COUNTY OF _	Quara	e				
The foregoinotarization this 15 who is personally ki	_day of	lovemb		me by means of y y <b>John Borlan</b>	d of Un	nce or_online  Hed Land Services identification,
and did or did no	t[]take tl	ne oath.	Sum Notary Public, S			SHIRLEE PRITT MY COMMISSION # HH 203379 EXPIRES: November 30, 2025 Bonded Thru Notary Public Underwriters
				: HH2033	19	



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

Dated this 15th day of	November	_, 20 <u>-2</u> 2	
	Proposer: Florida UI By:	LS Operating, LLC DBA U	nited Land Services
	Title: Branch Mar	nager	
COUNTY OF Orange  The foregoing instrument was ack notarization this 15 day of November 19	nowledged before me by	means of Aphysical presenc	e or_online Land Services
who is personally known to me or who has p			entification,
and did ⋈ or did not [] take the oath.			SHIRLEE PRITT MY COMMISSION # HH 203379 EXPIRES: November 30, 2025 Bonded Thru Notary Public Underwriters

3434 Colwell Avenue, Unit 200 Tampa, Florida 33614 (407) 472-2471

# Addendum No. 1 to the Town of Kindred Community Development District II Request for Proposals for Landscape and Irrigation Maintenance Services Osceola County, Florida

TO:

Prospective Bidders

CC:

Mark Yahn & Pete Soety [LANSCAPE CONSULTANT]

Michelle Rigoni, District Counsel

FROM:

Richard Hernandez, District Manager

DATE:

November 11, 2022

This **Addendum No. 1** pertains to the Town of Kindred Community Development District II ("District") Project Manual for Landscape and Irrigation Maintenance Services originally issued October 19<sup>th</sup>, 2022 ("RFP"). Following [

- Per our last conversation regarding the detail weekly cycles, it was stated that the scope would remain at the current specified scope of 3-section detail rotation, once every 3 weeks totaling 17 details/prunings per year, but on the RFP scope section <u>B.,</u> it states a 4-section detail rotation, once every 4 weeks totaling 12 details/prunings per year. Please clarify, thank you.
- Answer: Bid the scope which is every four weeks and 13 times per year.
- 2. "On Red Canyon Dr., is the turf maintained from the sidewalk to the road, or is the town home vendor taking care of that area?"
- Answer: For question 2, anything between sidewalk and curb along Red Canyon should be CDD responsibility.

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, Rizzetta & Company, 3434 Colwell Avenue, Unit 200, Tampa, Florida 33614 Attention: Richard Hernandez, in writing within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the notice of protest is filed. Failure to timely file a written 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 this addendum. All notices and protests must be in accordance with the District's Rules of Procedures.

3434 Colwell Avenue, Unit 200 Tampa, Florida 33614 (407) 472-2471

# Addendum No. 1 to the Town of Kindred Community Development District II Request for Proposals for Landscape and Irrigation Maintenance Services Osceola County, Florida

TO: Prospective Bidders

CC: Mark Yahn & Pete Soety [LANSCAPE CONSULTANT]

Michelle Rigoni, District Counsel

FROM: Richard Hernandez, District Manager

DATE: November 11, 2022

This Addendum No. 1 pertains to the Town of Kindred Community Development District II ("District") Project Manual for Landscape and Irrigation Maintenance Services originally issued October 19<sup>th</sup>, 2022 ("RFP"). Following [

- Per our last conversation regarding the detail weekly cycles, it was stated that the scope would remain at the current specified scope of 3-section detail rotation, once every 3 weeks totaling 17 details/prunings per year, but on the RFP scope section <u>B.,</u> it states a 4-section detail rotation, once every 4 weeks totaling 12 details/prunings per year. Please clarify, thank you.
- Answer: Bid the scope which is every four weeks and 13 times per year.
- 2. "On Red Canyon Dr., is the turf maintained from the sidewalk to the road, or is the town home vendor taking care of that area?"
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Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, Rizzetta & Company, 3434 Colwell Avenue, Unit 200, Tampa, Florida 33614 Attention: Richard Hernandez, in writing within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the notice of protest is filed. Failure to timely file a written 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 this addendum. All notices and protests must be in accordance with the District's Rules of Procedures.

3434 Colwell Avenue, Unit 200 Tampa, Florida 33614 (407) 472-2471

# Addendum No. 2 to the Town of Kindred Community Development District 1& II Request for Proposals for Landscape and Irrigation Maintenance Services Osceola County, Florida

TO: Prospective Bidders

CC: Mark Yahn & Pete Soety [LANSCAPE CONSULTANT]

Michelle Rigoni, District Counsel

FROM: Richard Hernandez, District Manager

DATE: November 11, 2022

This **Addendum No. 2** pertains to the Town of Kindred Community Development District II ("District") Project Manual for Landscape and Irrigation Maintenance Services originally issued October 19<sup>th</sup>, 2022 ("RFP"). Following [

- 1. The RFP Section 3 for "Evaluation Criteria" has forms to be filled out that have the same information requested in Section 5 for "Proposal Forms". Are we required to fill out the forms in Section 3 and Section 5 or will it be acceptable to include that information from Section 5 only?
  - Section 5 only
- 2. What are the maintenance requirements for the volley ball courts?
  - Volleyball court should be kept weed and debris free.
- 3. Are we responsible for maintenance of vacant lots?
  - You are only responsible for the maintenance of lots owned by the CDD. Pre-built Residential lots are not included.
- 4. At the pre-bid meeting there was discussion about a separate RFP for the dog stations and trash cans for each phase (I and II). Will you be providing the total number of dog stations & trash cans and are you still interested in getting a separate proposal for those services?
  - 28 trash cans 15 dog stations yes please submit a separate proposal

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, Rizzetta & Company, 3434 Colwell Avenue, Unit 200, Tampa, Florida 33614 Attention: Richard Hernandez, in writing within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the notice of protest is filed. Failure to timely file a written 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 this addendum. All notices and protests must be in accordance with the District's Rules of Procedures.

# PROPOSAL FORM FOR EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR

# TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT . $^2$

#### TO BE SUBMITTED TO:

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT 2 c/o Richard Hernandez, District Manager on or before November 17th, 2022 12:00 p.m.. (EST)

TO: TOWN OF KINDRED Community Development District 2

FROM: Florida ULS Operating, LLC, DBA United Land Services, LLC (Proposer)

In accordance with the Request for Proposals for Exterior Landscape and Irrigation Maintenance for TOWN OF KINDRED Community Development District 2 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.



# EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES PROPOSAL FORM

I, John Borla	ndREPRESENTING United Land Services, LLCCompany and/or
Corporation, agr	ee to furnish the services required in the scope/specifications at the following prices:
I. Annual	Contract Proposal Amount:
. Annual Tot	al \$(Contract Total - Parts 1 thru 4)
	Florida ULS Operating, LLC DBA United Land Services, LLC
NAME OF PRO ADDRESS:	6386 Beth Road Orlando, Florida 32824
PHONE: $\frac{4}{}$	07-859-1033 FAX: 407-859-1033
SIGNATURE:	E: John Borland
	Branch Manager
DATE:	11/15/2022

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#### . 2 EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES PROPOSAL FORM

Ι,	John Borland	REPRESENTING United Land Services, LLCCompany and/or
Cor	poration, agree to furni	sh the services required in the scope/specifications at the following prices:
I.	Annual Contract	Proposal Amount:
۸.	Annual Total	(Contract Total - Parts 1 thru 4)
-		
NA	ME OF PROPOSER:	Florida ULS Operating, LLC DBA United Land Services, LLC
AD	DRESS: 63	86 Beth Road Orlando, Florida 32824
PH	ONE: 407-859-10	FAX: 407-859-1033
SIC	NATURE:	
PR	INTED NAME: John	Borland
TIT	TLE: Branch M	anager
DA	TE: 11/15/202	22

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## PROPOSER'S QUALIFICATION STATEMENT EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

United Land Services, LLC
(Name of Proposer)

### TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT2 PROPOSER QUALIFICATION STATEMENT

	Company Name]	/×/ A Corporation / / A Subsidiary C	orporation
Parent Company Nan	ne:United Land Servi	ces Operating	
Parent Company Add	ress:		
Street Address 1227	6 San Jose Blvd		
P.O. Box (if any)	N/A		
City_Jacksonville	State Florida	Zip Code	32223
Telephone 904-8	329-9255	Fax no. 904-203-1250	
1st Contact Name	Bob Blandford	Title	CEO
2nd Contact Name	Bill Williams	Title	CFO
Street Address 122	76 San Jose Blvd Suite	747	
Street Address 122 P. O. Box (if any)	76 San Jose Blvd Suite	747	
P. O. Box (if any)			32223
P. O. Box (if any)  City Jacksonville	N/A StateFlorida		32223
P. O. Box (if any)  City Jacksonville	N/A StateFlorida 829-9255	Zip Code	32223 eCOO
P. O. Box (if any)  City Jacksonville  Telephone 904-  Ist Contact Name	N/A StateFlorida 829-9255 Ray Leach	Zip Code Fax no. 904-203-1250	c00
P. O. Box (if any)  City Jacksonville  Felephone 904-  Ist Contact Name  2nd Contact Name  List the location of th	N/A State Florida  829-9255 Ray Leach Thomas Enright	Zip Code Fax no. 904-203-1250 Title	e COO Director of Main
P. O. Box (if any)  City Jacksonville  Telephone 904-  Ist Contact Name  2nd Contact Name  List the location of th  OF KINDRED 2.	N/A State Florida  829-9255 Ray Leach Thomas Enright	Zip Code	e COO Director of Main
P. O. Box (if any)  City Jacksonville  Telephone 904-  Ist Contact Name  2nd Contact Name  List the location of th  OF KINDRED 2.	State Florida  829-9255  Ray Leach  Thomas Enright  e office from which the part of the state of	Zip Code	e COO Director of Main

Is the	e Proposer incorporated in the State of Florida? Yes () No (x)				
6.1	If yes, provide the following:				
	<ul> <li>Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ( ) No ( ) N/A</li> </ul>				
	If no, please explain N/A				
	Date incorporated N/A Charter No. N/A				
6.2	If no, provide the following:				
	The State with whom the Proposer's company is incorporated? Delaware				
	• Is the company in good standing with the State? Yes (X) No ( )				
	If no, please explain N/A				
	Date incorporated 2020 Charter No. 3340034				
	• Is the Proposer's company authorized to do business in the State of Florida? Yes (X) No ( )				
6.3	If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.				
	he Proposer's company provided services for a community development district or ar community previously? Yes (X) No ( )				
7.1	If yes, provide the following:				
	<ul> <li>Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.</li> </ul>				
	he Proposer's total annual dollar value of comparable contracts for each of the last (3) years starting with the latest year and ending with the most current year				
	2,600,000 , (19) 4,100,000 , (20) 6,500,000 .				

General Liability	\$ 1,000,000
Automobile Liability	\$ 1,000,000
Umbrella Coverage	\$ 5,000,000
Workers Compensation \$_	
Expiration Date	3/31/2023
suspended from bidding of	of the Proposer or any of its affiliates are presently barred or contracting on any state, local, or federal contracts in any If so, state the name(s) of the company (ies) N/A
The state(s) where barred of	r suspended None
State the period(s) of debar	ment or suspension None
	d to fulfill its obligations under any contract awarded to it?
Yes () No (X) It so, wh	ere and why? N/A
II	CAL D
other organization that has	of the Proposer ever been an officer, partner, or owner of some failed to fulfill job duties or otherwise complete a contract? Yes e of individual, other organization and reason therefore.
other organization that has  ( ) No (X) If so, state nam  N/A  List any and all litigation	failed to fulfill job duties or otherwise complete a contract? Yes

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

1. Tohoqua CDD A	lan Sherer 407	-398-2890	328,000	2020-Current
2. Harmony West B	Bill Fife 407.	-784-8327	200,000	2022- Current
3. Heathrow Master D	eanna Simms	407-333-0	884 540,000	2019- Current
4. Sullivan Ranch K	Cristi Chatburn	352-729-4	1802 354,000	2022 - Current
5. Alaqua POA Leig	gh Quinn 407	7-788-6700	195,000	2020- Current

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

The Prime - Greystar Mandy Arenas 407-684-2476 - Management Company Change
Heathrow Woods Sentry Julian Becton 407-333-0884 HOA chose lower price
Forest Lake Loyd Jones Robin Willard (386) 675-0922 Management Company Change

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

Please see attached info under Financial Documents

- 18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel. Please see attached info under Financial Documents
- 19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

John Borland	Seni	or Branch Manager
Name	Posi	tion
Oversee Orland Branch	32 years	1.5 years
Type of Work	Yrs. Exp.	Yrs. With Firm
John Gordon	Acc	ount Manager
Name	Posi	tion
Oversees Maintenance Crews	33 Years	8 Years
Type of Work	Yrs. Exp.	Yrs. With Firm
Cheryl Martin	Proc	luction Manager
Name	Posi	tion
Oversee labor force on property	30 Years	5 Years
Type of Work	Yrs. Exp.	Yrs. With Firm

Scott Pritt Operations Managers / Agronomics Name Position Agronomics 18 Years 6 Years Type of Work Yrs. Exp. Yrs. With Firm Ricardo Nogueres Irrigation Position Name Irrigation Checks and Repairs 22 Years 3 Years Type of Work Yrs. Exp. Yrs. With Firm The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the TOWN OF KINDRED CDD 2 or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the TOWN OF KINDRED CDD 2 should consider the Proposer forbidding on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation. Florida ULS Operating DBA United Land Services Name of Proposer John Borland [Type Name and Title of Person Signing] \_day of\_November 15th . 20 22 This (Corporate Seal) day of Movember Sworn to before me this SHIRLEE PRITT MY COMMISSION # HH 203379

Notary Public/Expiration Date

EXPIRES: November 30, 2025 Bonded Thru Notary Public Underwriters

(Seal)

**ORIGINAL** Operations Managers / Agronomics Scott Pritt Name Position 18 Years 6 Years Agronomics Type of Work Yrs. Exp. Yrs. With Firm Ricardo Nogueres Irrigation Position Name Irrigation Checks and Repairs 22 Years 3 Years Type of Work Yrs. Exp. Yrs. With Firm The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the TOWN OF KINDRED CDD 2 or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the TOWN OF KINDRED CDD 2 should consider the Proposer forbidding on the landscape services request for proposals, including such matters as the Proposer'sability, standing, integrity, quality of performance, efficiency and general reputation.

Florida ULS Operating DBA United Land Services By
Name of Proposer

John Borland

[Type Name and Title of Person Signing]

This 15th day of November , 20\_2?

(Corporate Seal)

Sworn to before me this

fore me this /5

SHIRLEE PRITT
MY COMMISSION # HH 203379

EXPIRES: November 30, 2025 Bonded Thru Notary Public Underwriters

(Seal)

day of Movember, 2022

Sent 100

november

Notary Public/Expiration Date

and the second s

### CORPORATE OFFICERS

Date 11/15/2022

Company Name\_Florida ULS Operating, LCC DBA United Land Services

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENC CITY, STATE
Bob Blandford	CEO	Oversees all divisions	Jacksonville, Florida
Bill Williams	CFO	Oversee all Financial	Jacksonville. Florida
FOR PARENT COMPANY (if applicable	e)		
Bob Blandford	CEO	Oversee all divisions	Jacksonville, Florida
Bill Williams	CFO	Oversee all Financial	Jacksonville, Florida

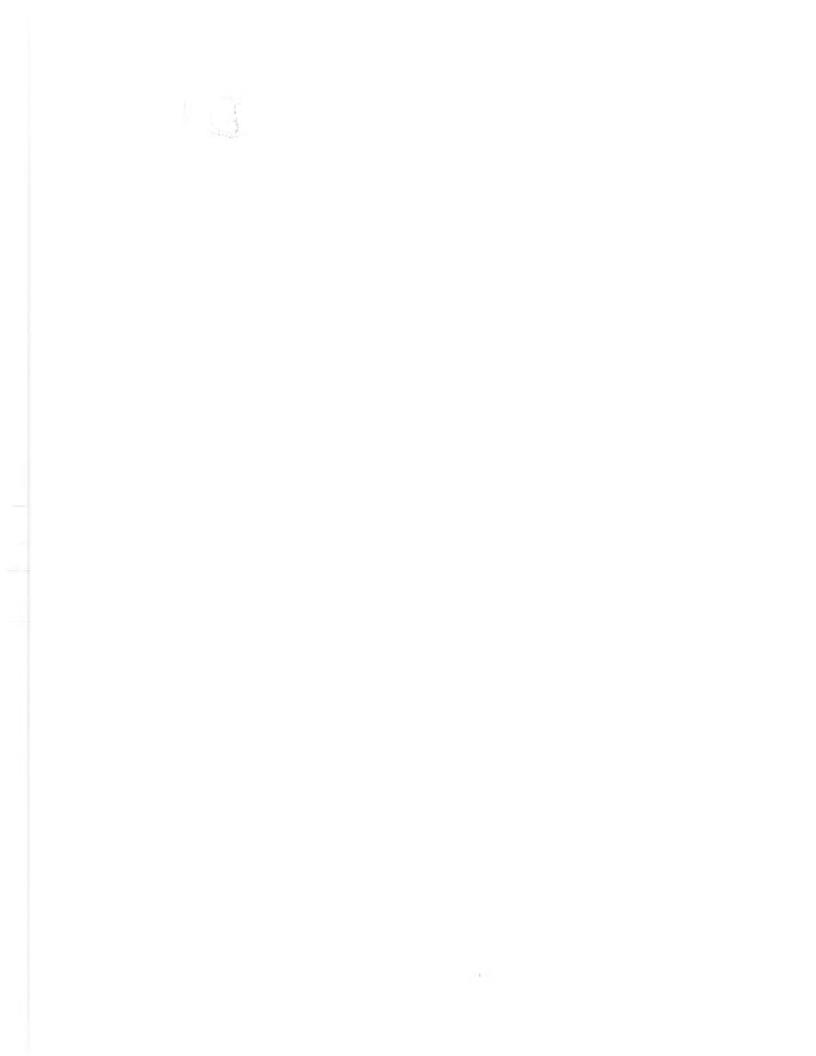
### AFFIDAVIT FOR CORPORATION

State of	FLOR IDA	SS:
County of	FLORIDA ORANGE COUNTY	
	BILL WILLIAMS	
(title)		
	RIDA VIS OPERATING LLC	
(a corporati	on described herein) being duly swe	orn, deposes and says that the statements and
		rning the qualification statement and corporate
		this affidavit; and, that he/she understands that ent statements in this statement constitutes fraud;
		considered good cause for rejection of Proposer's
proposal.	ion on the part of the Proposer will be t	sonsidered good cause for rejection of Froposer's
L. C. L. C.		
		V XIIII
		(Officer must also sign here)
		CORPORATE SEAL
		ical presence oronline notarization this day 15
( ) has prod	fluced_as identification.	
		0
		Jana M Down
		Notary Public, State ofFL
		Print Name: Tara M Gauson
		Commission No.:
		My Commission Expires:
		s
		Notary Public State of Florida Tara M. Ganson

### AFFIDAVIT FOR CORPORATION



State of	FLORIDA	ss:
County of	ORANGE COUNTY	
	BILL WILLIAMS	
(title)	150	
	RIDA VIS OPERATINA LLO	DBA UNITED LAND SERVICES
		sworn, deposes and says that the statements and
		ncerning the qualification statement and corporate
		of this affidavit; and, that he/she understands that
		dulent statements in this statement constitutes fraud;
		be considered good cause for rejection of Proposer's
proposal.		
		(1)
	_	(Officer must also sign here)
		(Officer must also sign here)
		CORPORATE SEAL
	7	
Acknowledg	ged before me by means of ph	ysical presence oronline notarization this day
	luced as identification.	who is ( personally known to me or
( ) has prou	deced_as identification.	A
		Vara M Down
		Notary Public, State ofFL
		Print Name: Tara M Gauson
		Commission No.:
		My Commission Expires:
		\$*************
		Notary Public State of Florida Tara M. Ganson
		My Commission HH 122472



### SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1.	This sworn statement is submitted to TOWN OF KINDRED Community Development District 2.
2.	This sworn statement is submitted by Florida ULS Operating DBA United Land Services
	(Print Name of Entity Submitting Sworn Statement) whose business address is 6386 Beth Road Orlando, Florida 32824
	and (if applicable) its Federal Employer Identification Number (FEIN) is <u>85-2497925</u>
	(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
	this sworn statement.)
3.	My name is and my relationship to the entity
	named above is Senior Branch Manager

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), <u>Florida Statutes</u>, means:
  - A) A predecessor or successor of a person convicted of a public entity crime; or,
  - B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person

controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, andagents who are active in management of an entity.
   Based on information and belief, the statement, which I have marked below, is true in
- relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
  - Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - \_\_\_\_\_The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):
  - There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
  - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
  - The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[CONTINUED ON NEXT PAGE]

STATE OF Romia COUNTY OF Orange

Acknowledged before me by means of physical presence or \_\_online notarization this day 15 of November, 2022, by John Borland \_\_who is personally known to me or ( ) has produced\_as identification.

Notary Public, State of Miles Print Name: Shiftee

Commission No.: HH203379 My Commission Expires: Marenton 30, 2025

SHIRLEE PRITT MY COMMISSION # HH 203379 EXPIRES: November 30, 2025 Bonded Thru Notary Public Underwriters

Date: 11 · 140 · 2022

STATE OF Porido COUNTY OF Orange

Acknowledged before me by means of physical presence or online notarization this day 15 of November, 2022, by John Burland who is personally known to me or

( ) has produced\_as identification.

Notary Public, State of Florida
Print Name: Shirke Pritt

Commission No.: HH203379

My Commission Expires: November 30, 2025

SHIRLEE PRITT MY COMMISSION # HH 203379 EXPIRES: November 30, 2025



## Scope of Services Summary

### EXHIBIT "A" EXTERIOR LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES SCOPE AND/OR SPECIFICATIONS

### EXHIBIT 1 TOWN OF KINDRED CDD SCOPE OF WORK

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental 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 contractor will be expected to provide service for the property fifty two (52) weeks per year.

### SCHEDULE "A" - GENERAL SERVICES

### A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high profile areas such as front doors and amenity 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 owner or owner's representative 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.

### 1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Turf shall be mowed weekly during the growing season from March 1st through November 1st and bi-weekly during the non-growing season from November 1st through March 1st. Based on this schedule, it is estimated that the contractor will perform a minimum of 41 and a maximum of 45 mowing cycles per 12-month period in the performance of this contract.
- c. Turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing height for St. Augustine and Bahia turf will be set at 3½" to 4". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
- e. Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and any visible clippings discharged into these areas shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the owner or owner's representative. Replacement material will be similar size to the material being replaced.

### 2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

### 3. String Trimming

- a. String trimming shall be performed around road signs, guard posts, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- Under no circumstance will it be an acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.
- c. 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 owner or the owner's representative.
- d. Turf around the edge of all waterways shall be moved or string trimmed to the natural water's edge during each moving cycle.

### 4. Blowing

When using forced air machinery 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.

### 5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts 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 association or homeowners within 30 days for any damage to property caused by their crew members or equipment.

### B. Detail

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-forth of the entire property. Based on four sections, the contractor will completely detail the entire property once every four weeks. The exception will be amenity or high profile areas. These are high traffic and focal areas and as such will be included in each detail section to provide weekly attention. 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.

### 1. Pruning

- a. 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. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. 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 owner or owner's representative.
- c. Prune trees to include the removal of sucker growth by hand at the base of and on the trunks of trees continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and

limbs shall be kept off signage structures, play structures, fences and walls as well as pruned to keep street lights and traffic signage from being blocked.

- Provide clearance for pedestrians, vehicles, mowers and buildings.
- Maintain clearance from shrubs in bed areas.
- · Improve visibility in parking lots and around entries.
- d. 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.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. 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.
- g. 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. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut two times per year during March/April and September/October.
- h. Crape 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. "Hat Racking" will not be permitted unless directed otherwise by management.
- Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

### Edging

- Edging is defined as removal of unwanted vegetation along beds and tree saucers.
   Edges are to be perpendicular to the ground.
- Only mechanical edgers will be used for this function. Use of string trimmers or non selective herbicides will not be allowed.
- Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

### 3. Weed Control

- a. 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.
- b. 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 for complete removal.

### C. General

### 1. Policing

- a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval at the labor rates specified in "Exhibit 3 Extra Services Pricing Summary".
- b. 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.
- c. All litter shall be removed from the property and disposed of off site.

### 2. Communication

- a. Contractor will communicate with the owner or the owner's representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the owner or owner's representative which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to SunScape Consulting by the 5<sup>th</sup> of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. 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 a minimum of the pre inspection meeting.

### 3. Staffing

- a. 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 FL Department of Agriculture and Consumer Services. 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.
- b. Contractor shall provide consistent service on set day(s) each week with the exception of scheduling adjustments for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 8:00 AM until 6:00 PM, with no power equipment operating around resident buildings or homes before 9:00 AM.

### SCHEDULE "B" - TURF CARE PROGRAM - ST. AUGUSTINE (If included, see Exhibit 2 Fee Summary)

### A. Application Schedule

Month Application

January: Winter fertilization, broadleaf weed control and disease control

March: Spring granular fertilization, broadleaf weed control, insect and

disease control

May: Early summer liquid fertilization with Arena and weed control

July: Summer granular fertilization, insect control and weed control

September: Late summer fertilization and insect/disease control

November: Fall granular fertilization and broadleaf weed/disease control

### B. Application Requirements

### 1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 5 lbs of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium.
- b. 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 insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make up. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

### 2. Insect/Disease Control

- a. 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.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

### 3. Weed Control

- Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- Contractor shall alert owner or owner's representative of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

### 4. 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.

### SCHEDULE "B" - TURF CARE PROGRAM - ZOYSIA (If included, see Exhibit 2 Fee Summary)

### A. Application Schedule

Month Application

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 (granular 20-0-10) with 1lb N to 1lb K, 50% slow release w/minors.

Spot treat weeds and treat fungal and insect activity as necessary.

April: Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease

control as necessary.

May: Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease

control as necessary.

June: Fertilization (granular 20-0-10) with .5lb N, slow release w/minors.

Insect/weed/disease control as necessary.

July: Liquid fertilization with .5lb N w/ Iron. Insect/weed/disease control as

necessary.

August: Apply Ammonium Sulfate(21-0-0) at rate providing .5lb N. IPM

weed/insect/disease control.

September: Liquid Fertilization with .25lb N, with Iron, post emergent weed control,

insect/disease control as necessary.

October: Fertilization with 14-0-40 or similar. Weed/insect/disease control as

necessary.

November: Blanket pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and

inspect/treat fungal activity.

December: Blanket 0-0-62(Potash), IPM-spot treat weeds as necessary, inspect/treat

fungal activity.

### B. Application Requirements

### 1. Fertilization

- a. 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 insure 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.

- c. The irrigation system will be fully operational prior to any fertilizer application.
- d. Soils shall be tested at a reliable testing facility twice per year to monitor for Ph and chemical makeup. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

### 2. Insect/Disease Control

- a. 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 program as needed to provide control.

### Weed Control

- a. Weed control will not be limited to only the broadleaf variety under this program.
- Contractor shall alert owner or owner's representative of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

### 4. 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.

### SCHEDULE "B1" - TURF CARE PROGRAM (BAHIA)

### A. Application Schedule

Month Application

March: Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to

include blanket pre-emergent herbicide application.

June: Chelated Iron application and Mole Cricket control.

Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to

include blanket pre-emergent herbicide application.

### B. Application Requirements

### 1. Fertilization

October:

- a. 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.
- 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 insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical make-up. The results will be provided to an HOA Representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

### 2. Insect/Disease Control

- a. 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.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

### 3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.
- Contractor shall alert an HOA Representative of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

### 4. Warranty

a. There is no warranty for Bahia turf.

### SCHEDULE "C" - TREE/SHRUB CARE PROGRAM (If included, see Exhibit 2 Fee Summary)

### A. Application Schedule

Month

February: Spring granular fertilization and insect/disease control as needed

March/April: Insect/disease control/fertilization as needed

Application

May/June: Insect/disease control/fertilization as needed

July/August: Minor nutrient blend with insect/disease control

October: Fall granular fertilization and insect/disease control as needed

December: Insect/disease control/fertilization as needed

### B. Application Requirements

### 1. Fertilization

a. 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.

- b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 30% 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.
- c. 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 insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. 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.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. 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.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make up. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the Tree / Shrub care program based on these results.

### 2. Insect/Disease Control

- a. 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.
- b. 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.
- c. 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.
- d. Terrapin Scale has proven to be a difficult pest to control through the use of foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the aforementioned methods, the contractor may be required to utilize Maujet injections or other similar methods to deploy appropriate insecticides.
- e. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

### 3. Specialty Palms

 Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal, Canary Island Date, etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation along with OTC injections three (3) times per year.

b. 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.

### 4. 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. 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.

### SCHEDULE "D" - SPECIAL SERVICES (If included, see Exhibit 2 Fee Summary)

Note: All Special Services work is to be performed by supplemental crews

### A. Bedding Plants

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.

### 1. Schedule

- All flower beds on the property will be changed four (4) times per year during the months of January, April, July and October.
- Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. 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.
- d. Contractor will obtain prior approval of plant selection from owner or owner's representative before installation.

### Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. 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.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

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

### 3. Maintenance

- a. Flower beds 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.
- b. Seed heads are to be removed from Coleus plants as soon as they appear. "Pinching" of Coleus plants 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.
- d. Pre-emergent herbicides are not to be used in flower beds.
- e. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

### 4. 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.

### B. Bed Dressing

### 1. Schedule

- Bed dressing will be replenished in all planted and unplanted areas according to the month indicated on the Exhibit 2 Fee Summary.
- b. Installation will be completed within a three week time period.

### 2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material 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.
- c. 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 Owner or Owner's representative.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

### C. Palm Trimming

 Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date, etc.) in excess of 12' CT will be trimmed two times per year in June and December. Trim specimen palms so that the lowest remaining fronds are parallel to the ground. 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. After trimming, the lowest fronds should be left parallel to the ground.

- 2. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 3. Washingtonia palms in excess of 12' CT will be trimmed two times per year in the months of February/March and July/August.
- 4. All palms other than Washingtonia, in excess 12' CT will be trimmed once per year in the months of July/August.
- 5. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- 6. Trim Sabal, Washington, Chinese, Fan and Ribbon Palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of management.
- 7. When trimming, cut the frond close to the trunk without leaving "stubs".
- 8. Contractor shall sterilize pruning tools or saws between trees to prevent the spreading of Fusarium Wilt and other palm diseases.

### SCHEDULE "E" - IRRIGATION MAINTENANCE (If included, see Exhibit 2 Fee Summary)

The Contractor shall inspect and test the irrigation system components a minimum of one (1) time per month. This shall include all the existing irrigation systems. The irrigation system summary table of controllers, zones and clocks are provided to Contractor herein. All routine repairs shall be included as part of the contracted amount; system integrity repairs that are related to the infrastructural integrity of the irrigation system shall be borne by the District.

### A. Frequency of Service

- Contractor will perform the following itemized services under "Specifications" on a monthly basis.
  - a. The irrigation inspection will be performed during the same week(s) each month.

### B. Specifications

- 1. Activate each zone of the system.
- 2. Visually check for any damaged heads or heads needing repair.
- 3. Clean, straighten or adjust any heads not functioning properly.
- 4. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
- 5. Report any valve or valve box that may be damaged in any way.
- 6. Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements and Water Management District restrictions including adjusting of rain sensor.
- 8. Contractor will provide a written report of the findings by zone.

### C. Qualifying Statements

### 1. Repairs

- Locating and repairing or replacing automatic valves or control wires and irrigation controller or large scale repairs are to be considered additional items.
- b. Contractor shall assume; however at no additional cost to the District, responsibility for any and all maintenance deficiencies, including parts and labor associated with the irrigation system to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings.
- Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
  - a. 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.
- 3 Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the owner within 24 hours of being detected.
- 4 Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
- 5 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.
- 6 Contractor will visually inspect irrigation system weekly while performing routine maintenance.
- 7 Contractor will provide a 24 hour "Emergency" number for irrigation repairs.



### Your Investment

# **EXHIBIT 2 - FEE SUMMARY**

Contractor:

Address:

Email: Contact: Phone:

Property: Town of Kindred
Community Development District
c/o Rizzetta & Company
Address: 8529 South Park Circle
Orlando, FL 32819
Phone: 239-936-0913 ext. 0303

Email: <a href="mailto:rhernandez@rizzetta.com">rhernandez@rizzetta.com</a>
Contact: Richard Hernandez

Dates:
1/1/2023
through
12/31/2024

\$385,642	\$32,137	\$32,137	\$32,137   \$32,137   \$32,137   \$32,137   \$32,137   \$32,137	\$32,137	\$32,137	\$32,137	\$32,137	\$32,137	\$32,137	\$32,137   \$32,137   \$32,137	\$32,137	\$32,137	Flat Fee Schedule
\$385,642	\$25,158	\$30,488	\$64,615	\$26,976	\$23,743	\$37,176	\$35,469	\$26,976	\$26,423	\$34,194	\$24,778	\$29,646	TOTAL FEE PER MONTH:
\$20,100	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	1,675	IRRIGATION MAINT. (Schedule E)  303 Number of Zones
\$5,850	1,000					3,850	1,000						(Schedule D) 110 Sabal 10 Sylvester Date
\$33,750			33,750										(Schedule D)  675 Yards of Bed Dressing  PALM TRIMMING
\$10,720			2,680			2,680			2,680			2,680	BEDDING PLANTS (Schedule D)  1340 Units Per Rotation
\$3,473	415		1,035			158	415			415	1,035		TREE/SHRUB CARE (Schedule C)
\$46,933		6,745	3,407	3,233		6,745	10,311	3,233		10,036		3,223	TURF CARE (Schedule B)
\$264,816	22,068	22,068	22,068	22,068	22,068	22,068	22,068	22,068	22,068	22,068	22,068	22,068	(Schedule A)
TOTAL	2023 DEC	2023 NOV	2023 OCT	2023 SEP	2023 AUG	2023 JUL	2023 JUN	2023 MAY	2023 APRIL	2023 MAR	2023 FEB	2023 JAN	



# **EXHIBIT 2 - 2024 FEE SUMMARY**

Contractor:

Address:

Phone:

Email: Contact:

Property: Town of Kindred
Community Development District
c/o Rizzetta & Company
Address: 8529 South Park Circle
Orlando, FL 32819
Phone: 239-936-0913 ext. 0303

Email: <u>rhernandez@rizzetta.com</u>
Contact: Richard Hernandez

Dates: 1/1/2023 through 12/31/2024

\$397,010	\$33,084	\$33,084   \$33,084   \$33,084   \$33,084   \$33,084	\$33,084	\$33,084		\$33,084   \$33,084   \$33,084   \$33,084   \$33,084   \$33,084	\$33,084	\$33,084	\$33,084	\$33,084	\$33,084	\$33,084	Flat Fee Schedule
\$397,010	\$25,912	\$31,402	\$66,553	\$27,882	\$24,455	\$38,292	\$36,249	\$27,775	\$27,215	\$35,219	\$25,521	\$30,535	TOTAL FEE PER MONTH:
\$20,700	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	IRRIGATION MAINT. (Schedule E)  303 Number of Zones
\$6,026	1,030					3,966	1,030						PALM TRIMMING (Schedule D)  110 Sabal 10 Sylvester Date
\$34,763			34,763										BED DRESSING (Schedule D) 675 Yards of Bed Dressing
\$11,040			2,760			2,760			2,760			2,760	BEDDING PLANTS (Schedule D)  1340 Units Per Rotation
\$3,576	427		1,066			163	427			427	1,066		TREE/SHRUB CARE (Schedule C)
\$48,145		6,947	3,509	3,427		6,948	10,337	3,320		10,337		3,320	TURF CARE (Schedule B)
\$272,760	22,730	22,730	22,730	22,730	22,730	22,730	22,730	22,730	22,730	22,730	22,730	22,730	GENERAL SERVICES (Schedule A)
TOTAL	2023 DEC	2023 NOV	2023 OCT	2023 SEP	2023 AUG	2023 JUL	2023 JUN	2023 MAY	2023 APRIL	2023 MAR	2023 FEB	2023 JAN	



# **EXHIBIT 2 - FEE SUMMARY**

Contractor:

Address:

Phone: Email: Contact:

Property: Town of Kindred Community Development District

Phase 2

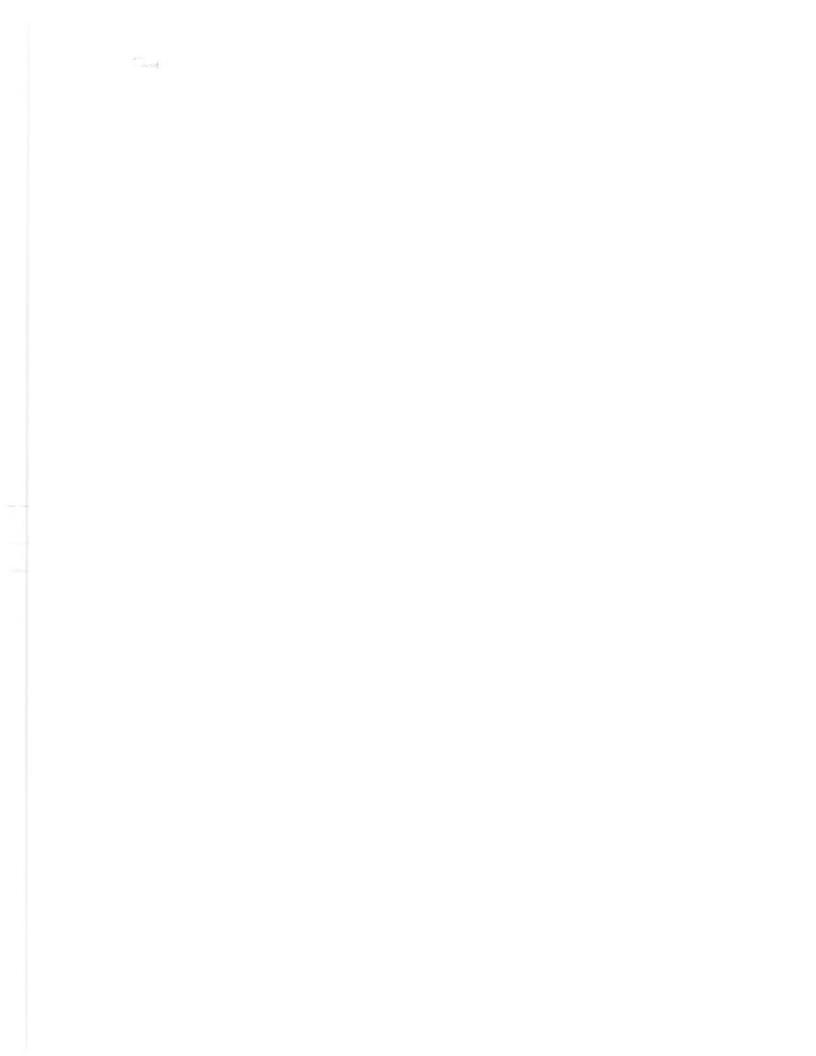
c/o Rizzetta & Company Address: 8529 South Park Circle Orlando, FL 32819

Phone: 239-936-0913 ext. 0303 Email: rhemandez@rizzetta.com Contact: Richard Hernandez

Dates: 1/1/2023 through 12/31/2024

	2023 JAN	2023 FEB	2023 MAR	2023 APRIL	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
GENERAL SERVICES (Schedule A)	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	\$117,096
TURF CARE (Schedule B)	720		2,750		720	5,127	1,590		725	1,233	1,590		\$14,455
TREE/SHRUB CARE (Schedule C)		470		250		300		355		520		255	\$2,150
BEDDING PLANTS (Schedule D)	096			096			096			096			\$3,840
BED DRESSING (Schedule D)										27,500			\$27,500
PALM TRIMMING (Schedule D)													\$2,180
28 Sabal 6 Date						009	086					009	
IRRIGATION MAINT. (Schedule E)  177 Number of Zones	1,038	1,038	1,038	1,038	1,038	1,038	1,038	1,038	1,038	1,038	1,038	1,038	\$12,456
TOTAL FEE PER MONTH:	\$12,476	\$11,266	\$13,546	\$12,006	\$11,516	\$16,823	\$14,326	\$11,151	\$11,521	\$41,009	\$12,386	\$11,651	\$179,677
Flat Fee Schedule	\$14.973	\$14.973   \$14.973   \$14.973	\$14.973	\$14.973	\$14.973	\$14.973   \$14.973   \$14.973   \$14.973	\$14.973	\$14.973	\$14.973	\$14.973   \$14.973	\$14.973	\$14.973	\$179.677





# **EXHIBIT 2 - 2024 FEE SUMMARY**

Contractor:

Address:

Phone: Email: Contact:

Property: Town of Kindred Community Development District

Phase 2
c/o Rizzetta & Company
Address: 8529 South Park Circle
Orlando, FL 32819
Phone: 239-936-0913 ext. 0303
Email: rhemandez@nizzetta.com
Contact: Richard Hernandez

Dates: 1/1/2023 through 12/31/2024

	2023 JAN	2023 FEB	2023 MAR	2023 APRIL	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
GENERAL SERVICES (Schedule A)	10,050	10,050	10,051	10,052	10,053	10,054	10,055	10,056	10,057	10,058	10,059	10,060	\$120,655
TURF CARE (Schedule B)	742		2,833		742	5,280	1,638		742	1,270	1,638		\$14,885
TREE/SHRUB CARE (Schedule C)		484		258		309		365		535		263	\$2,214
BEDDING PLANTS (Schedule D)	686			686			686			686			\$3,956
(Schedule D)										28,325			\$28,325
PALM TRIMMING (Schedule D)  28 Sabal 6 Date						618	1,010					818	\$2,246
IRRIGATION MAINT. (Schedule E)  177 Number of Zones	1,070	1,071	1,072	1,073	1,074	1,075	1,076	1,077	1,078	1,079	1,080	1,081	\$12,906
TOTAL FEE PER MONTH:	\$12,851	\$11,605	\$13,956	\$12,372	\$11,869	\$17,336	\$14,768	\$11,498	\$11,877	\$42,256	\$12,777	\$12,022	\$185,187
Flat Fee Schedule	\$15,432	\$15,432	\$15,432   \$15,432   \$15,432   \$15,432	\$15,432	\$15,432	The second second	\$15,432   \$15,432	\$15,432	\$15,432	\$15,432	\$15,432	\$15,432	\$185,187







# Your Investment

Landscape Management Proposal

	Additional Items	Quantity	<b>Yearly Price</b>
Trash Cans		28	\$8,008
Dog Stations		15	\$4,290

### TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

# EXHIBIT "B" EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES PROPOSAL FORM

## TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

### 2

### LANDSCAPE & IRRIGATION MAINTENANCE INVITATION FOR PROPOSALS

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

### PART 1

General Landscape Maintenance

- Storm Cleanup \$ 55	/hr. (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (des	scription of ability)
ULS will provide labor	r to cover cold sensitive plants with freeze blankets
\$ <u>T&amp;M</u> /application (do	not include in General Landscape Maintenance total or Grand Total)
	ot include in General Landscape Maintenance total or Grand Total)
\$_45/hr. for employe	ee with hand-held hose
\$ 150 /hr. for water tru	uck/tanker

264,816

Yr.

### PART 2

		(LBS. N/1000 SF)	PRODUCT TO BE APPLIED	APPLICATION
March 1	8-0-8 N-P-K	1.0		See Exhibit 2
June Che	elated Iron / Mole Cricket	1.0		under pricing for
October	18-0-8-N-P-K	1.0		fertilization

ST. AUG	USTINE (per specification	ns in Part 2) Additional applic added	ation NOT containing '	'N" or "P" can be
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
January	Liquid App 15-0-15	1.0		Please see pricing
March	Granular 24-0-11	1.0		Exhibit 2
May	Liquid 25-0-12	.5		under Fertilization
July	Granular 24-0-11	1.0		
September	Liquid App 15-0-15	1.0		
November	Granular 24-0-11	1.0		

	added		N" or "P" can be
FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
10-0-10	1.0	Ple	ase see pricing
Minor Nutrient	1.0	Ex	hibit 2 under
10-0-10	1.0	un	der fertilization
	10-0-10 Minor Nutrient	FORMULA APPLICATION RATE (LBS. N/1000 SF)  10-0-10 1.0  Minor Nutrient 1.0	FORMULA         APPLICATION RATE (LBS. N/1000 SF)         TOTAL POUNDS PRODUCT TO BE APPLIED           10-0-10         1.0         Please           Minor Nutrient         1.0         Ex

MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5		Please see pricing
June	8-2-12	1.5		Exhibit 2
September	8-2-12	1.5	uı	nder fertilization
November	8-2-12	1.5		

Please list any additional fertilization for those plant materials requiring specialized applications.

	SPI	ECIALTY PLANT MATER	RIALS	
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

### PART 3

Pest Control (All labor and materials) \$ 22,881 (if all pesticide allowance is required) \*

OTC Injections will be performed at the discretion of the District (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$2100 / Yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Dates	10	3 per year	\$70	\$2,100
Sabals	110	0	0	0

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

### Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all yellow highlighted landscaped areas as described in Scope of Services.

\$ 7,500 / Yr.

<sup>\*</sup> This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

Top Choice application will be performed at the sole discretion of the District (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

### PART 4

Irrigation (All labor and materials)	\$20,100	/Yr.
Freeze Protection (description of ability) Contractor shall provide labor to cover	/ install free blankets along with l	nale bales
to protect from permanent winterizing		
<u>\$_T&amp;M_/application (do not include in )</u>	Irrigation Total or Grand Total	0
After hours emergency service hourly rat & wells, etc.)	e \$ <u>95</u> /hr. (i.e. broken mai	nlines, pump
Contractor shall provide a list of additional charg naintenance as a separate price from this bid.	es and pricing for such items other	r than routine
Please see additional pricing sheet		
		<del></del>
GRAND TOTAL (PARTS 1, 2, 3 & 4 - This i  \$		for)
GRAND TOTAL (PARTS 1, 2, 3 & 4 - This i  \$		for) /Yr
\$	)	
\$	\$ <u>397,010</u> \$ <u>408,920</u>	/Yr /Yr.
§ 335,322 /Yr. (initial term) FIRST ANNUAL RENEWAL SECOND ANNUAL RENEWAL Exhibit 2 Pricing (PARTS 1, 2, 3 & 4 including	\$ 397,010 \$ 408,920 g Bedding Plants, Bed Dressing of	/Yr /Yr.
\$\frac{335,322}{\text{Yr. (initial term}} \text{FIRST ANNUAL RENEWAL} \text{SECOND ANNUAL RENEWAL} \text{Exhibit 2 Pricing (PARTS 1, 2, 3 & 4 including)}	\$ 397,010 \$ 408,920 g Bedding Plants, Bed Dressing of	/Yr /Yr.

Firm Address 6386 Beth Road  City/State/Zip Orlando, Florida 3282	24	
Phone Number 407-859-1033		033
Name and Title of Representative _Jo		
Representative's Signature 11/16/2022	(Please Print)	
Date 11/16/2022  ADDENDA – Proposer acknowledges		5.

[END OF SECTION]

### EXHIBIT "C" TO AGREEMENT

### MAINTENANCE MAP



City/State/Zip <u>Orlando, Florida 3282</u>	24
Phone Number <u>407-859-1033</u>	Fax Number407-859-1033
Representative's Signature	(Please Print)
11/1/2/2022	Al Dall on S
	the receipt of Addendum No.'s
Date 11/16/2022	

[END OF SECTION]









# EXHIBIT "D" TO AGREEMENT FORM (ADDITIONAL SERVICES ORDER)

# EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY Project: Town of Kindred CDD 2 Contractor:

<u>Material</u>	<u>Description</u>	<u>Pri</u>	ce
Mulch	Price/yard installed for quantities over 100 cubic yards	\$	52
	Price/yard installed for quantities under 100 cubic yards	\$	55
	Price per 3 cubic foot bag of Mulch	\$	55
	Price per bale of Pine Straw	\$	6.50
Hard Materials	Price per bag for Seminole Chips	\$	10.00
	Price per ton for Seminole Chips	\$	500
	Price per ton for 3"-5" River Jack	\$	500
Seasonal Color	Annual flower installed prices include bed preparation by rem flowers, hand or mechanically turning the beds and amending		
	Bed preparation and installation per 4.5" pot	<u>\$</u>	2.10
	Bed preparation and installation per 1 gallon pot	\$	7.00
	Supply and install 8" to 10" hanging basket	<u>\$</u>	22.50
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$	75.00
Sod (St. Augustine)	Turf reparation includes removal and disposal of old material and reto installation of new sod.	e-grading	affected area prior
	Square foot price for quantities less than 1,000 square feet	<u>\$</u>	1.40
	Square foot price for quantities between 1,000 and 3,000 square fe	et <u>\$</u>	1.20
	Square foot price for quantities between 3,000 and 10,000 square f	eet <u>\$</u>	1.10
	Square foot for price quantities greater than 10,000 square feet	\$	1.00
Irrigation	Irrigation services, which fall outside of the contract, will be pre- Parts will be provided at list, less a discount. Contractor ma copy of purchase invoice.		
	Irrigation Technician per hour	\$	55
	Irrigation Laborer per hour	\$	50
	PVC parts List	less <u>25</u>	%
	Non PVC parts List	less 15	%
	Valves, Clocks and any part over \$300.00 List	less <u>10</u>	%

General Labor	Foreman per hour	3	§ 65
	Labor per hour	5	\$ 45
Arbor Care	Production day (8 hour) Truck, Chipper, 3 man crew	2	\$ 2,800
Miscellaneous	Bush hogging per acre @	<u>\$</u>	130
The per unit cost for insta	llation of various sizes and quantities of plant material is listed below:		
4 inch Groundcover	< 50 plants	<u>\$</u>	2.95
	50 - 100 plants	<u>\$</u>	2.85
	100 - 250 plants	<u>\$</u>	2.75
	> 250 plants	\$	2.50
1-gallon Plant Mate	rial: < 50 plants	<u>\$</u>	7,00
	50 – 100 plants	<u>\$</u>	6.50
	100 – 250 plants	<u>\$</u>	6.25
	> 250 plants	<u>\$</u>	6.00
3-gallon Plant Mate	rial: < 50 plants	<u>\$</u>	17.00
	50 – 100 plants	<u>\$</u>	16.00
	100 – 250 plants	<u>\$</u>	15.00
	> 250 plants	<u>\$</u>	14.00
7-gallon Plant Mate	rial: < 50 plants	<u>\$</u>	52.50
	50 – 100 plants	\$	50.00
	100 – 250 plants	\$	48.00
	> 250 plants	<u>\$</u>	46.00
15-gallon Plant Mat	erial: < 25 plants	\$	170
	25 - 50 plants	<u>\$</u>	160
	50 – 100 plants	<u>\$</u>	150
	> 100 plants	<u>\$</u>	145
30-gallon Plant Mat	erial: < 25 plants	\$	295
	25 – 50 plants	\$	280
	> 50 plants	\$	270

45-gallon Plant Material:	< 25 plants	<u>\$</u>	625
	25 - 50 plants	\$	595
	> 50 plants	<u>\$</u>	585
65-gallon Plant Material:	< 25 plants	\$	875
	25 – 50 plants	\$	850

# TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT . 2

### PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

### TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT 2 LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT

	N OF KINDRED Com			
	f special-purpose govern			
	a Statutes, being situate			
office	at c/o Rizzetta & Compa	any, Inc., 8529 Soi	uthPark Cir.,	Orlando, F
32819	("District" or "CDD");	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, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

- **NOW, THEREFORE,** in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:
- 1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

### 2. CONTRACTOR OBLIGATIONS.

a. Scope of Services. The Contractor shall provide the services described in the Scope of Services attached hereto as EXHIBIT A and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as EXHIBIT C ("Work"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as EXHIBIT C is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. Additionally, the

Contractor agrees that the District may in its discretion and at any time add

maintenance relating to certain "Optional Areas" as designated in Exhibit C to the Work, using the pricing set forth in Exhibit B. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

- b. Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, 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, and 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 wasnot 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 Additional Services Order (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. Discipline, Employment, Uniforms. Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on

the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. 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. Scheduling. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District Representatives (defined herein).
- f. **Protection of Property.** Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting 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 satisfaction of the District.
- g. Reporting Services. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates

representatives of Rizzetta & Company, Inc., to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor. The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, upon request, the Contractor agrees to meet the District Representatives at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement, and to attend all meetings of the District's Board of Supervisors.

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

address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and without intending to limit the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor \$100 per day; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

- 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 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 affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- k. Environmental Activities. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
- 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 county laws or requirements.

- m. *Subcontractors.* The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- n. Independent Contractor Status. In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

### 3. COMPENSATION; TERM.

a.	Term.	Work under this Agreement shall begin, 20_ and end
		, 20_("Initial Term"), unless terminated earlier pursuant to the
	pursuai	of this Agreement. At the end of the Initial Term, and unless terminated nt to the terms of this Agreement, this Agreement shall automatically renew same terms up to two times and for one-year periods each starting

- b. *Compensation*. As compensation for the Work, the District agrees to pay Contractor the amounts set forth in **EXHIBIT B**. All additional work or services, and related compensation, shall be governed by Section 3.c. of this Agreement.
- c. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (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 Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached 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 bid pricing

(attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. Payments by District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be 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 paymentis to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District. The District agrees to pay Contractor for the Contract Work, a not to exceed sum of \$ per year as detailed in Exhibit "B", payable in monthly installments as detailed below. Work shall commence upon execution of this Agreement and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(B), below. As compensation for the work, the District agrees to pay Contractor \$ per month during the per month during the First Annual Renewal, and \$ Initial Term. \$ per month during the Second Annual Renewal. Such compensation covers only the items specified in Parts 1 & 4 of the Contractor's Bid Form. Additionally, for the services specified in Parts 2 and 3of the Contractor's Bid Form attached as Exhibit "B", the District agrees to pay Contractor for services rendered using the pricing specified in the Contractor's Bid Form in the month after the services were performed and after required documentations (if any) have been provided.
- 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 and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this section, Contractor will at all times keep the

District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in section 2.h. of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause and this Agreement can then be terminated by the District in its sole and absolute discretion, whether or not reasonable. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

On a default by Contractor, the District may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, the District further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

### 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 without 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.* The Contractor 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.
- Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
- iii. Commercial General Liability Insurance covering liability for, among other things, bodily injury, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, \$2,000,000 aggregate 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 the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.
- c. Additional Insureds. 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 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, or representatives. The foregoing indemnification includes agreements by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed by or utilized by the Contractor in the performance of this agreement.
- 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 consultants 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, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Agreement.
- 7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:
  - a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
  - b. Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.
  - c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
  - d. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
  - e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as Bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
  - f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
  - g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
  - h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

### 8. MISCELLANOUS PROVISIONS.

- a. Default & Protection Against Third Party Interference. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- b. Custom & Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- c. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. No employees, agents or representatives of the District are personally or individually bound by this Agreement.
- d. Assignment. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
- e. **Headings for Convenience**. 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. Agreement. This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the EXHIBITS, this document and the original RFP shall control.
- g. Attorney's Fees. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable

attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings as well as attorney's fees and costs incurred in determining entitlements to and reasonableness of fees and costs.

- 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 the Contractor.
- i. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- j. Notices. Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: TOWN OF KINDRED Community

Development District 2 8529 SouthPark Cir. Orlando, Florida 32819 Attn: District Manager

With a copy to:

2012 831	itractor;	
=		-
) <del>2</del>		
Attn:		

Except as otherwise provided in this Agreement, any Notice shall bedeemed 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-businessday, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the

District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- k. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
- Controlling Law & Venue. This Agreement and the provisions contained in this
  Agreement shall be construed, interpreted, and controlled according to the laws of
  the State of Florida. Venue for any legal actions regarding this Agreement shall be
  Osceola County, Florida.
- m. *Public Records*. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Contract and 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 the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN, RICHARD HERNANDEZ AT RIZZETTA & COMPANY, 8529

### SOUTHPARK CIRCLE , SUITE 330, ORLANDO, FL 32819, TEL. 407-757-0864, EXT. 0, RHERNANDEZ@RIZZETTA.COM.

- n. E-Verify Requirement. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall terminate the Contract. If the District has a good faith belief that a subcontractor performing work under this Contract knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.
- o. 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.
- p. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- q. Signatures. 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. Moreover, electronic records of signatures shall constitute original signatures for all purposes.

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

ATTEST:

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT 2

By:	By:
□ Secretary	□ Chairperson
□ Assistant Secretary	□ Vice Chairperson
	Date:
ATTEST:	
By:	
Its:	Its:
	Date:

Exhibit A: Scope of Services

Exhibit B: Proposal

Landscape Maintenance Areas Exhibit Additional Services Order Exhibit C:

Exhibit D:





United Land Services Consolidated Income Statement - Pro-Forma United Land Services For the Period Ended September 30, 2022

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	reactorto	בנסנ/סנוס	Current Month	Manage Child	. min	ccoclecto	הבייניינים	בניסל/ספוס	Will 3 market	WIN.	רנטנוטנוס	OCTOPIO	Vine Cillin
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior	Actual	Prior	Prior
Net Sales	10,705	8,583	8,978	2,122	1,727	94,625	71,815	74,636	22,810	19,989	123,293	98,361	24,932
A Net Sales to Gross Revenue	99.5X	100.001	N5-001			100.3%	100.0%	100.8%			100.7%	100.0%	
Direct Labor	1,801	1,667	1,758	(134)	(43)	18,285	13,552	15,281	(4,733)	(3,004)	23,708	20,337	(3,371)
Direct Subcontractor Costs	1,229	964	1,132	(266)	(86)	12,768	8,127	9,929	(4,641)	(2,839)	16,644	13,161	(3,483)
Direct Material	3,796	3,306	3,387	(490)	(409)	34,238	75,397	25,703	(6,841)	(8,535)	44,655	33,835	(10,820)
Other Direct Costs	109	66	111	(10)	2	1,086	794	758	(292)	(327)	1,457	957	(200)
Total COGS	56,935	6,036	6,387	(868)	(548)	66,377	49,869	51,672	(16,508)	(14,705)	86,464	68,290	(18,175)
Direct Margin	3,770	2,547	2,591	1,222	1,179	28,248	21,946	22,964	6,302	5,284	36,828	30,071	6,757
% Direct Margin to Sales	33.2N	29.7%	28.9%			29.9%	30.6%	30.8%			29.9%	30.6%	
Indirect Labor	657	439	442	(218)	(215)	4,516	3,851	3,829	(665)	(687)	6,158	4,886	(1,272)
Vehicle & Equipment	790	255	511	(233)	(279)	6,455	4,893	4,888	(1,562)	(1,567)	8,213	6,457	(1,755)
COGS Depreciation	327	244	251	(83)	(75)	2,547	2,190	1,901	(357)	(646)	3,217	2,449	(767)
Other Indirect Costs	19	12	20	(95)	(11)	645	104	649	(541)	4	886	1,025	140
Total Indirect COGS	1,841	1,252	1,254	(585)	(587)	14,163	11,038	11,267	(3,125)	(2,896)	18,473	14,818	(3,655)
Gross Profit	1,929	1,295	1,336	634	592	14,085	10,908	11,697	3,177	2,388	18,355	15,253	3,103
N Gross Profit to Sales	18.0%	Nr'sr	14.9%			14.9%	15.7%	15.7%			14,9%	15.5X	
Selling Expenses	101	95	100	(9)	(2)	1,005	851	627	[154]	(378)	1,169	744	(426)
Administrative Salaries	585	451	426	(134)	(159)	4,439	3,962	3,100	(477)	(1,339)	5,438	3,978	(1,461)
Rent	91	65	17	(32)	(20)	296	522	. 657	(245)	(110)	966	856	(140)
Professional Fees	m	28	22	25	19	155	219	107	65	(47)	228	207	(21)
Technology Expanses	48	83	19	35	(28)	265	610	152	344	(114)	325	251	(74)
Other G&A	113	125	131	17	18	1,341	1,083	1,299	(258)	(41)	1,926	1,540	(387)
SG&A Depreciation	22	10	8	(17)	(19)	204	06	65	(115)	(140)	244	20	(175)
Total SG&A	896	851	ttt	(116)	(191)	8,176	7,336	6,007	(833)	(2,169)	10,327	7,644	(2,683)
% SG&A to Soles	NO.6	NO.0	8,7%			8.6N	10.2W	8.0%			848	7.8%	
Operating Income	196	444	260	517	401	606'5	3,571	169'5	2,338	219	8,028	7,608	420
N Operating Income to Sales	80'6	8238	6.2%			NZ'9	3.0%	7.6%			6.5%	2.7%	
Net Income	(14)	(177)	(352)	163	342	(3,273)	(2,163)	(2,465)	(1,110)	(808)	(2,377)	(5,373)	2,995
% Net income to Sales	WI D:	-2.1%	360 P			NS'E-	.3.0×	NEE-			-1.9%	-5.5N	
ЕВІТВА	1,111	588	458	524	653	4,954	4,705	2,996	248	1,957	6,518	1,048	5,470
is corrow to Sales	10.4%	K#'9	5.1%			S.2N	6.6%	4.0%			5.3%	SUL	
Adjusted EBITDA	1,307	869	810	610	498	8,656	5,851	7,535	2,805	1,122	11,483	596'6	1,518
% Adjusted ENITDA to Sales	12.2%	8.18	90'6			9.1%	K.15	10.1%			8.3X	MI OI	

United Land Servicus Consolidated Income Statement - Pro-Forma United Land Services For the Period Ended September 30, 2022

								rear to Date			1011	training I weive months	
	9/30/2022	9/30/2022	9/30/2021	Variance F/(U)	(2)	9/30/2022	9/30/2022	9/30/2021	Variance F/(U)	(n)/	9/30/2022	9/30/2021	Var F/(U)
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior	Actual	Prior	Prior
Net Sales	20,705	8,583	8,978	2,122	1,727	94,625	71,815	74,636	22,810	19,989	123,293	98,361	24,932
W Net Sales to Gross Revenue	29.5%	100.0%	100.5%			2007	100.0%	150.8%			20,000	2000	
Direct Labor	1,801	1,667	1,758	(134)	(43)	18,285	13,552	15,281	(4,733)	(3,004)	23,708	20,337	(3,371)
Direct Subcontractor Costs	1,229	964	1,132	(266)	(86)	12,768	8,127	9,929	(4,641)	(2,839)	16,644	13,161	(3,483)
Direct Material	3,796	3,306	3,387	(490)	(409)	34,238	27,397	25,703	(6,841)	(8,535)	44,655	33,835	(10,820)
Other Direct Costs	109	66	111	(10)	2	1,086	794	758	(292)	(327)	1,457	957	(200)
Total COGS	566'9	920'9	6,387	(668)	(548)	66,377	49,869	51,672	(16,508)	(14,705)	86,464	68,290	(18,175)
Direct Margin	3,770	2,547	2,591	1,222	1,179	28,248	21,946	22,964	6,302	5,284	36,828	30,071	6,757
% Direct Margin to Sales	35.2N	29,7%	28,974			29.9%	30.6%	30.8%			29.9%	30.6K	
Indirect Labor	657	439	442	(218)	(215)	4,516	3,851	3,829	(665)	(687)	6,158	4,886	(1,272)
Vehicle & Equipment	790	557	511	(233)	(279)	6,455	4,893	4,888	(1,562)	(1,567)	8,213	6,457	(1,755)
COGS Depreciation	327	244	251	(83)	(75)	2,547	2,190	1,901	(357)	(646)	3,217	2,449	(767)
Other Indirect Costs	19	12	20	(95)	(17)	645	104	649	(541)	4	886	1,025	140
Total Indirect COGS	1,841	1,252	1,254	(585)	(282)	14,163	11,038	11,267	(3,125)	(2,896)	18,473	14,818	(3'655)
Gross Profit	1,929	1,295	1,336	634	265	14,085	10,908	11,697	3,177	2,388	18,355	15,253	3,103
% Gross Profit to Sales	18.0%	35.3%	14.9%			14.9%	15.2%	15.7%			14.9%	NS 51	
Selling Expenses	101	95	100	(9)	(2)	1,005	851	627	(154)	(378)	1,169	744	(426)
Administrative Salaries	585	451	426	(134)	(159)	4,439	3,962	3,100	(477)	(1,339)	5,438	3,978	(1,461)
Rent	91	59	77	(32)	(20)	296	522	657	(245)	(110)	966	856	(140)
Professional Fees	m	28	22	25	19	155	219	107	65	(47)	228	207	(21)
Technology Expenses	40	83	19	32	(28)	265	610	152	344	(114)	325	251	(74)
Other G&A	113	125	131	12	18	1,341	1,083	1,299	(258)	(41)	1,926	1,540	(387)
SG&A Depreciation	22	10	80	(11)	(61)	204	06	65	(115)	(140)	244	20	(175)
Total SG&A	896	851	TTT	(116)	(161)	8,176	7,336	6,007	(839)	(2,169)	10,327	7,644	(2,683)
N SGGA to Sales	9.0%	N8.6	8.7%			0.6%	10.2%	8.0%			0.4%	7.8%	
Operating Income	961	444	260	517	401	5,909	3,571	5,691	2,338	219	8,028	7,608	420
% Operating Income to Sales	\$60.8	828	6.2%			6.2%	3.0%	7.6%			6.5%	X2.2	
Net Income	(34)	(771)	(355)	163	342	(3,273)	(2,163)	(2,465)	(1,110)	(808)	(2,377)	(5,373)	2,995
% Not income to Sales	-0.1%	-2.1%	NO.P.			-3.5%	NO.E-	4.3%			1.9%	.5.5%	
EBITDA	111,1	588	458	524	653	4,954	4,705	2,996	248	1,957	6,518	1,048	5,470
IN EBITDA to Soles	30,4%	6.6N	5.1%			5.2%	6.6%	4'0N			5.3%	1.18	
Adjusted EBITDA	1,307	869	810	019	498	8,656	5,851	7,535	2,805	1,122	11,483	9,965	1,518
2 Adjusted EDITDA to Soles	12.2%	6.1%	30%			NI.9	9.1%	10.1X			9.3%	10.1%	

United Land Services Consolidated Income Statement - Pro-Forma Holling TTM United Land Services

On the Period Ended September 30, 2022

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otal Indirect COGS Professional Fees Technology Expenses Other G&A 5G&A Depreciation Total SG&A erating Income Pro-forma Adjustment Profit to Sales WEY/BOD Fees

#### United Land Services Consolidated Balance Sheet United Land Services For the Period Ended September 30, 2022

	9/30/2022	9/30/2021	12/31/2021	CME v PYCME	CME V PYE
Assets	Actual	Actual	Actual	Actual	Actual
Cash & Equivalents	3,839	1,642	2,407	2,197	1,432
Net Receivables	19,798	12,799	14,687	6,999	5,111
Inventory	1,031	687	804	344	227
Prepaid Expenses	1,107	961	633	146	474
Other	1,160	655	531	505	628
Total Current Assets	26,935	16,745	19,061	10,190	7,873
en al Anna	20.222	42.420	42 702	7.704	5.44
Fixed Assets	20,223	12,428	12,782	7,794	7,441
Accumulated Depreciation	(5,559)	(2,406)	(2,972)	(3,153)	(2,587)
Net Fixed Assets	14,663	10,022	9,809	4,641	4,854
Assets Under Construction			9		
Deferred Taxes	2,094	ė.	2,094	2,094	1.3
Loan Origination Fees	161	*		-	1.3%
Net Intangibles	30,660	27,061	26,692	3,599	3,969
Related Party Receivable	(0)	(0)	1	(0)	(1)
Other Long Term Assets	322	310	308	12	14
Total Assets	74,675	54,138	57,966	20,537	16,709
Liabilities	2.000	14/12/44	37.52	3644	12772
Accounts Payable	8,600	6,400	6,176	2,200	2,424
Accrued Interest	-		-	10	
Related Party payable	17-1	150	-	(150)	
Other Current Liabilities	2,989	3,325	2,007	(336)	982
Total Current Liabilities	11,589	9,875	8,183	1,714	3,406
Debt					
Long Term Notes Payable-Twinbrook	33,854	20,913	21,860	12,942	11,994
Deferred Financing Costs	(1,187)	(1,526)	(1,442)	339	254
Long Term Notes Payable-John Deere	528	100	88	428	440
Revolver	4,850	+	3,100	4,850	1,750
Capital Lease	5,531	3,414	3,416	2,117	2,115
Sellers Note	250	375	375	(125)	(125)
Pre-Acquisition Debt	14	1/2	45		
Total Debt	43,826	23,275	27,397	20,551	16,429
Other Long Term Liabilities	L.	70			14
Total Liabilities	55,415	33,150	35,580	22,266	19,835
Equity					
Capital Stock	31,200	30,677	30,577	523	623
Retained Earnings	(11,940)	(9,689)	(8,191)	(2,252)	(3,749)
Total Equity	19,260	20,988	22,386	(1,729)	(3,126)



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



















6386 Beth Rd Orlando, FL 32824

O: 321-281-8861 C: 407-230-0117

32824 C: 407-230-0117 jrodgers@unitedlandservices.com















# **United We Grow!**



Uniting partners through exceptional landscape services



# **Town of Kindred CDD**

Landscape and Irrigation Maintenance Proposal

November 2022

Presented to: Richard Hernandez Rizzetta & Co.

Town of Kindred Community Development District

 $\ensuremath{\mathsf{JC}}$  Guillen. Business Developer Executive . Bright View Landscape Services, Inc. 407 780 6647

Jose.guillen@brightview.com



November 15th, 2022

Richard Hernandez Rizzetta & Co. 8529 South Park Cr. S-330 Orlando, FL. 32819

Re: Landscape and Irrigation Maintenance Proposal

#### Dear Board Members:

BrightView is pleased to submit a landscape proposal for your Town of Kindred community. Based on our 80 year history and knowledge of currently servicing high-end communities and the information shared at our meetings, we will focus on pro-active communication, providing consistent, high quality service and maintaining turf and plant material health. The enclosed proposal was developed based on our site visits and our experience.

- Your BrightView Team: Our plan for Town of Kindred is to have one dedicated Account Manager, Donny Paterson who will be responsible and accountable for all of the landscape activities on the property.
- One Source Drives Value: BrightView Landscape is a full service landscape contractor that can service all of your landscape needs in-house, meaning we do not subcontract any of our services. We can service all of the Town of Kindred landscape needs in-house with all associates being specialists in their particular trade. Our clients find this to be a huge value in that we are responsible for all of the landscape services, resulting in no "finger pointing" between vendors for services.
- We warranty our service, barring Acts of God of course. BrightView takes care of our associates, as well as our clients, and takes pride in what we do every day, all day.

Thank you for the opportunity to submit this proposal. Feel free to contact me at 407 780 6647 or by email at jose.guillen@brightview.com

JC Guillen

JC Guillen

Business Developer Executive

# TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

## **EVALUATION CRITERIA**

1.	Personnel		(15 Points Po	ossible) (Points Awarded)
manage manage	r and other sp this project;	ecifically train proposed staffi	ed individuals who will n ng levels, etc. Skill set in	assigned personnel, including the project nanage the property; present ability to cludes certification, technical training, certifications, etc. with bid.)
Managem	ent and Super	visory Personn	<u>iel</u>	
Name		Years Exp.	Position/Certifications	Duties and Responsibilities
1. Scott S	ikora	30	VPGM	Oversees all Central FL operations
2. David	Parrish	30	Branch Manager	Oversees all TOK CDD operations
3. <u>Kurt K</u>	notts	12	Associate Branch Mana	ager – Communication with client
4. Eric Ce	edeno	20	Irrigation Manager/Tec	h – Water Management solutions
5. Cal Leg	ggett	22	Director of Technical S	ervices-Agronomic/horticultural support
Landscap 5 Technic	al personnel.	e staff will incl In addition, list	ude; <u>6</u> laborers, <u>3</u> Supervi t any personnel with techr bicide application, arbori	nical expertise that will be utilized
Name		Years Exp.	Position/Certifications	Duties and Responsibilities
1. See Sho	eets attached			
2				
rr_				
2				

Irrigation Maintenance staff will include; <u>2</u> laborers, <u>2</u> Supervisors, and <u>1</u> Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as CIT's, or those knowledgeable in the specific irrigation operating systems on the project, etc)

Name

Years Exp. Position/Certifications

Duties and Responsibilities

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Edward Rivera	<u>18</u>	Irrigation Manager/S	Specialist Oversees all irrigation operations
2. Juan Rivera	20	Irrigation Technician	Irrigation operations and repairs
3			
4			,
2. Experie	<u>ence</u>	(20 Points Poss	ible) (Points Awarded)
work previously			oondent in similar projects, volume of other contracts; subcontractor listing,
1. Project	Name/Location: Wir	ndsor at Westside and CD	D, Kissimmee FL
Contac	t: Sylvester Ruggier	Contact Phone: 407-507	′-1417
Project '	Type/Description: <u>F</u>	full Maintenance Services	of all Common Areas and Lakes
Dollar .	Amount of Contract:	_1.1M	
Your Co	ompany's Detailed S		et: Full Service of all common areas
, Lakes,	Homes and Townh	omes, agronomics, irrig	ation, tree care included
Duration	n of Contract: STAR	T DATE: 11/1/2020	END DATE: Current

2.	Project Name/Location: Ora	nge Lake Resort/ Kissimmee FL
	Contact: Keith Luka	Contact Phone: 407-908-4244
	Project Type/Description:	Full Service Maintenance of large common areas Dollar
	Dollar Amount of Contract: _	1.3M
	Your Company's Detailed So	cope of Services for Project: <u>Full service maintenance of all</u>
	areas including homes, town	homes, lakes water parks.
	Duration of Contract: START	DATE: January 1 <sup>st</sup> /2019END DATE: current

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	dwin Park HOA and CDD/Orlando FL
Contact: Stacey Fryar	Contact Phone: 407-740-5838
roject Type/Description: _	Full Service Landscape Maintenance
Oollar Amount of Contract:	2M
our Company's Detailed S	Scope of Services for Project: Full Service of all areas, parks
ikes, commercial, townhoi	mes.
Ouration of Contract: STAF	RT DATE: January 2003END DATE: current
roject Name/Location: <u>Ha</u>	mlin Reserve
Contact: Jordan Labadee	Contact Phone: <u>407-761-1878</u>
roject Type/Description: _	Full Landscape Services
Oollar Amount of Contract:	150,000
our Company's Detailed	Scope of Services for Project: Full service of common areas
onds, tract 1-3, townhome	S
Ouration of Contract: STAF	RT DATE: January, 2021END DATE: current
roject Name/Location:	Windsor CDD
Contact: Andy Hatton	Contact Phone: <u>352-551-3229</u>
roject Type/Description: _	Full Landscape Services
Oollar Amount of Contract:	70k
Your Company's Datailed	Scope of Services for Project: Full service – lakes, commo

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# TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

	1. Proposer: <u>BrightView Landscape Services, Inc.</u> // A Partnership
	[Company Name] /X_/ A Corporation
	/_/ A Subsidiary Corporation
2.	Parent Company Name: BrightView Holdings, Inc.
3.	Parent Company Address:
	Street Address 980 Jolly Rd
	P.O. Box (if any)
	City Blue Bell State PA Zip Code 19422
	Telephone 484 567 7204 Fax no
	1st Contact Name Andrew MastermenTitle CEO
	2nd Contact Name Michael DozierTitle President
	Proposer Company Address (if different):
	Street Address 4777 Old Winter Garden Rd
	P. O. Box (if any)
	City Orlando State FL Zip Code 32811
	Telephone 407-292-9600 Fax no
	1st Contact Name <u>David Parrish</u> Title <u>Branch Manager</u>
	2nd Contact Name <u>JC Guillen</u> Title <u>Business Development Executive</u>
5.	List the location of the office from which the proposer would provide services to TOWN OI KINDRED.
	Street Address 7600 Mystic Dunes Ln
	City Kissimmee State FL Zip Code 34747
	Telephone 407-292-9600 Fax No
	1st Contract Name <u>JC Guillen</u> Title <u>Business Development Executive</u>



6.	Is	he Proposer incorporated in the State of Florida? Yes (X) No ()
6.1	Ify	res, provide the following:
	•	Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ( X ) No ( )
		If no, please explain
	•	Date incorporated 1988 Charter No. K51636
6.2	If	no, provide the following:
	•	The State with whom the Proposer's company is incorporated?
	•	Is the company in good standing with the State? Yes ( ) No ( )
		If no, please explain
	•	Date incorporatedCharter No
	•	Is the Proposer's company authorized to do business in the State of Florida? Yes ( ) No ( ) $$
	lity (	oposer is not incorporated, please identify the type of business entity (i.e.: Limited Company, Partnership, etc.) and the number of years Proposer has been in the f providing landscape services.
		roposer's company provided services for a community development district or similar eviously? Yes $(X )$ No $()$
a	. If y	ves, provide the following: (See Attached)
		<ol> <li>Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.</li> </ol>
1		st the Proposer's total annual dollar value of comparable contracts for each of the last ee (3) years starting with the latest year and ending with the most current year
(19) <u>1</u>	.8 Bi	llion , (20) <u>1.85 Billion</u> , (20) <u>1.92 Billion</u> .

eneral Liability \$ 4M
dding or contracting on any state, local, or federal contracts in any state(s)? Yes ( ) No ( X ) atte the name(s) of the company (ies)
as the Proposer ever failed to fulfill its obligations under any contract awarded to it?  es ( ) No ( X ) If so, where and why?
es ( ) No ( X ) If so, where and why?
as any officer or partner of the Proposer ever been an officer, partner, or owner of some other ion that has failed to fulfill job duties or otherwise complete a contract? Yes ( ) No (X ) If so, standividual, other organization and reason therefore.
ist any and all litigation to which the Proposer, any personnel to work at TOWN OF KINDRED er and/or employee of the Proposer has been a party in the last five (5) years. N/A
as the Proposer or any of its affiliates ever been either disqualified or denied prequalification staternmental entity? Yes ( ) No (X ) If so, discuss the circumstances surrounding such denial
as

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Sylvester Ruggiero - 407-5		
Keith Luka- 407- 908 -42	The state of the s	
Stacey Fryar – 407-740-58 Jordan Labadee -407-761-		
Andy Hatton – 352-551-33		
15. List three (3) jobs (incl	uding company, contact p	erson, and telephone number) lost in
twelve (12) months and the rea	son(s) why:	
Reedy Creek District – Pr	ricing (lower cost)	
		in the last one hundred eighty (180) d and historical financial performance fo
17. Attach any certification	s or documentation regar	ding educational experience of key p
		and experience of such personnel. (
(-)	0 1 7	, , , , , , , , , , , , , , , , , , ,
Resumes)		
8. Key Personnel: Describe		ncipal individuals (Foremen, Superint
8. Key Personnel: Describe who are responsible for the actu	al landscape & irrigation r	ncipal individuals (Foremen, Superint maintenance work of your organization
8. Key Personnel: Describe	al landscape & irrigation r	
8. Key Personnel: Describe who are responsible for the actu	al landscape & irrigation revarded to contractor.	maintenance work of your organization
8. Key Personnel: Describe who are responsible for the actube assigned to this contract if av	al landscape & irrigation r	maintenance work of your organization
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8. Key Personnel: Describe who are responsible for the actube assigned to this contract if av Documents Attached Name  Type of Work	Position  Position	tion  Yrs. With Firm Name
8. Key Personnel: Describe who are responsible for the actube assigned to this contract if av Documents Attached Name  Type of Work  Type of Work	Position  Yrs. Exp.  Position  Position	tion  Yrs. With Firm Name  Yrs. With Firm Name
8. Key Personnel: Describe who are responsible for the actube assigned to this contract if av Documents Attached Name  Type of Work	Position  Yrs. Exp.  Position  Yrs. Exp.	tion  Yrs. With Firm Name
8. Key Personnel: Describe who are responsible for the actube assigned to this contract if av Documents Attached Name  Type of Work  Type of Work	Position  Yrs. Exp.  Position  Position	tion  Yrs. With Firm Name  Yrs. With Firm Name

## **CORPORATE OFFICERS**

Company Nama	BrightView	Landscana	Sarricas	Inc	Date	11.	15	2	7
Company Name	Brightview	Landscape	services,	mc.	Date	11.	-10	-4	4

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Michael Dozier	President	Oversee Evergreen East Region	Atlanta, Ga
Scott Sikora	VPGM	Oversee all operations in the Metro Orlando Area	Orlando, FL.
David Lewis	VP of Sales	Oversee all new sales in Evergreen East Region	Miami, FL

FOR PARENT COMPANY (if applicable)

Andrew Mastermen	CEO	Oversee all of BrightView Holdings	Blue Bell, Pennsylvania
Bob Marshall	VP Sales	Oversee's all sales within BrightView holdings	Wilmington, NC



# **BrightView Landscape Services: Background**

- As America's oldest and largest landscaping company; since 1939, BrightView Landscape Services, Inc. maintains long-term relationships with its clients by offering the highest quality landscape management services at competitive rates.
- This formula and attention to clients has enabled BrightView to grow from small family-owned businesses to a recognized national industry leader.
- Our services include;
  - Landscape Architecture and Design
  - Landscape Installation
  - Landscape Maintenance
  - Irrigation and Arborist services
  - Landscape Enhancements
- BrightView's experienced, local teams ensure that your assets are more than simply maintained - they are enhanced to achieve maximum appeal and benefit.

#### **HOA Experience**

 BrightView currently Services over 10,000 communities around the country. Your Riverview Branch currently partners with 98 communities similar to Town of Kindred for landscape services.

#### **Organizational Structure**

 BrightView's branch structure allows our teams to be small, responsive and geographically close to your sites. Behind all branches are major regions and markets which provide extensive resources in all areas including horticulture, management, equipment, leadership, ongoing training, education, human resources and financial management.



#### Trucks

- (26) Ford F150 ½ Ton Pick Ups
- (30) Ford F250 ¾ Ton Pick Ups
- (5) Ford F350 Trucks
- (6) Ford F550 F850 Trucks

#### **Spray Trucks**

- Ford 450 RC Spray Truck with 2 Lesco skid mounted sprayers -300 gallons, 600 gallons
- (4) 50 gallon Lesco Sprayer Skid Mount

#### **Irrigation Truck**

- (3) Ford F250 SC XL
- Ford Van

#### **Dump Body Trucks**

(3) Ford F450 Trucks

#### **Trailers**

- (32) Custom Built Equipment Trailer
- 10' Flatbed
- Bayside 16'x6'
- Weld Rite 16'x6'
- (7) 20' Enclosed Trailer

#### **Large Equipment**

- (2) Kubota R520 Loaders
- (3) Skid Steer Loaders



#### **Mower Equipment**

- (8) 48" Walk behind mowers
- (15) 52" Stand on mower
- (2)11'Batwing Mowers
- (30) 61" Riding Mowers



#### Field Equipment (600 units)

- Gas articulating shears
- Hand shears
- Straight shears
- Back pack sprayers
- Fertilizer spreaders
- Hand spreaders
- Riding fertilizer spreaders



# Meet Your BrightView Branch Manager



Your Branch Manager will be David Parrish. David currently manages landscape maintenance business throughout the Western Orlando area and has been a key member of the Central Florida Team for 18 years.

My focus is to work with your Associate Branch Manager to see that all your goals are met in maintaining your property. I visit properties periodically to review how we are doing in meeting our promises and your expectations. I will review with your Associate Branch Manager and Account Managers frequently and discuss our progress in these goals.



David Parrish Branch Manager BrightView Landscapes

#### Here are BrightView, we offer more than just mowing:

- Landscape Design and Maintenance
- Hardscapes
- Tree Care Services
- Irrigation
- ... And Much More

#### Experience

18 years in the Florida Green Industry

#### tifications

- Certified State of Florida Green Industries Best Management Practice
- BV Account Manager
   101 Training

# **Meet your Account Manager**



Your Account Manager will be Donny H. Patterson. Donny currently manages landscape maintenance business throughout Orlando, has been a key member of the Central Florida Team for 8 years. Over this time Donnie has gained a broad insight into how BrightView can best serve you as he has served in several positions throughout the company including Account manager, Manager, and Spray Tech.

My focus is to work with your Accounts to make sure all your goals are met in maintaining your property. I visit properties periodically to review how we are doing in meeting our promises and your expectations. I will review with the general manager frequently to discuss our progress on your account.



Donny H. Patterson Account Manager BrightView Landscapes

#### Account Manager (AM)

#### Focus on Client

- Develop Client Relationships
- · Renew client accounts
- Proactively provide enhancement proposals
- Communicate client needs to PM and support PM

### Production Manager (PM)

#### Focus on Execution of the Work

- Manage crews to execute the work
- Hire, develop, evaluate, and retain crew members
- Safety, quality, and efficiency
- · Reports to the AM
- Communicate with AM to understand client needs

## Ancillary Managers EM/IM/SSM)

#### Focus on Ancillary Work (Production & Client)

- Support and drive enhancement sales
- Manage crews to execute ancillary work
- Hire, develop, evaluate, and retain crew members
- Safety, quality, and efficiency
   Source and procure material

#### Here are BrightView, we offer more than just mowing:

- Landscape Design and Maintenance
- Hardscapes
- Tree Care Services
- Irrigation
- ... And Much More

#### Education

- Graduated from Pennsylvania University with a Bachelor's Degree in Turfgrass Sciences.
- Professional Golfers' Career College.

#### Experience

- Account Manager for Brightview Landscaping.
- Spray Tech Four Seasons
- Proprietor of My Lawn and Pool Care.
- Account Manager for Carrol King Landscaping.

#### Certifications

Pesticide Spray Tech.



# Meet Your BrightView Irrigation Manager and CST Team Member



Eric Cedeno has overseen all irrigation contractual responsibilities in the Orlando Area area. Eric has been a valuable BV Team since 2005 and has been in the industry for 20 years. He manages scheduling and provides hands-on irrigation training in the field. As a Branch Leader, Eric focuses on driving the value of the irrigation system throughout the branch and his teams



Eric Cedeno Irrigation Manager

#### Education

- Valencia College
- Associate's Degree in Horticulture

#### Experience

 20 years in the Florida Green Industry

#### Certifications

- Certified State of Florida Green Industries Best Management Practice
- Certified Irrigation Technician
- Basic Irrigation
   Concepts Training
- Trouble-shooting Concepts Training
- Hunter two-wire trouble
   -shooting Training
- Rain Bird two-wire trouble-shooting Training
- Basic Pump troubleshooting Training



# **Meet your Account Manager**



Chris Carey, account manager for the Lake Buena Vista area, currently manages landscape maintenance business throughout Orlando and Kissimmee. Chris has been a key member of the Central Florida Team for over 1 year. Over this time Chris has gained a broad insight into how BrightView can best serve you.

My emphasis is to work with your accounts to make sure all your goals are met in maintaining your property. I visit properties periodically to review how we are doing in meeting our promises and your expectations. I will review with the general manager frequently to discuss our progress on your account.



Chris Carey Account Manager BrightView Landscapes

#### Here are BrightView, we offer more than just mowing:

- Landscape Design and Maintenance
- Hardscapes
- Tree Care Services
- Irrigation
- ... And Much More

#### Experience

- Account Manager for Brightview Landscaping.
- Disney Horticulture 25 years
- Disney Special Events 13 years
- Horticulture Manager Disney
   5 years
- Disney Arbor Culture 2 years.

# Meet Your BrightView Director of Technical Services



My focus is to Provide agronomic and horticultural support and training for landscape development and landscape maintenance

It's been a few years since I've been back in this area — but after 14 years with the company, I've learned that you can teach old dogs new tricks. And just like great landscapes, great relationships grow and thrive when they are tended to with exceptional care and expertise.



Cal Leggett
Director of Technical Services
BrightView Landscapes

Bachelors of Science in Horticulture from Colorado

**Management Practices** 

Environmental Specialist at Florida Department of

Agriculture and Consumer

Coordinator at Agri-Starts, Inc.

**Greenhouse Grower** 

**State University** 

Instructor of Best

Education

#### Here are BrightView, we offer more than just mowing:

- Landscape Design and Maintenance
- Hardscapes
- Tree Care Services
- Irrigation
- ... And Much More







# sity Too

Certifications

Experience

Services

- State of Florida Green
   Industries Best Management
   Practice
- Florida Turfgrass Association

BrightView

18

# Meet Your BrightView Tree Care Manager



Michael Provencher currently supervises Tree Care Maintenance activities throughout the Orlando Metro area. He has been in the landscape industry for 27 years and is well versed in Customer Services, Proper Pruning Practices and Industries Best Practices. Michael has been involved in maintenance, renovation, design, installation, irrigation management, and tree care throughout his career

My focus is your biggest assist on site, your trees . I will schedule a site visit with you as needed to review what is happening in your landscape. My role included scheduling, hands-on training in the field with tree care and focuses on safety throughout the teams I manages



Michael Provencher Tree Care Branch Manager





#### Experience

 Associates of Science in Landscape Management

#### Experience

 27 years experience in green industry , Tree Care

#### Certifications

- GI BMP Certified
- ISA Certified Arborist # FL-5424A
- ISA TRAQ Certified Tree Risk Assessment Qualified



## **Additional CDD Experience**

#### Tampa Region

- Waterleaf CDD
- South Shore CDD
- Cross Creek CDD

## Sarasota Region

- Bobcat Trails CDD
- Venetian CDD
- West Village CDD

## **Orlando Region**

- The Villages CDD
- Concord Estates CDD
- Anthem Park CDD
- Greenway CDD
- Orlando CDD Baldwin Park
- Myrtle Creek CDD









## **Understanding of Scope: Transition Plan**

#### Results in the first 30 Days

Our goal is to show a noticeable difference, especially on your priority issues, within the first 30 days on the job. Through our onsite inspections, property reviews and conversations with you prior to our first day and during our partnership; together we will construct; Service, Communication and Action Plans best suited for Town of Kindred.

#### Upon the BrightView Start Date our Team will start the following process and inspections:

- Listed below are tasks we will fulfill in the first 30 days based on priorities you have already identified.
- · Highlighted are issues we noticed and we want to address within the first few visits. .

#### Irrigation **Shrubs and Beds** Safety Remove weeds Check irrigation systems and Trim plant material or trees components for proper hindering or blocking line of Prune selected shrubs operation sight at intersections and Remove poor performing plants, monuments Map the system showing plants too close to tree trunks and locations of major components Fix tripping hazards in the turf groundcover crowding shrubs and hardscape Sample the soil and Mulch planters showing bare dirt adjust watering for Identify drainage problems Bevel cut edges of groundcover desired moisture and propose solutions adjacent to hardscape Recommend necessary Apply insect and disease control to repairs and upgrades treatable diseased plant material Communication Turf Trees Introduce the Account Apply broadleaf weed control Prune selected trees Manager and walk the site where necessary Install tree wells as needed together Apply pre-emergence weed control Limb up low hanging Determine your to inhibit new weed growth branches throughout communication preferences Get turf to correct industry standard property. Install HOA Connect mowing height. Adjust any leaning trees. Communication Software.

# **Understanding of Scope; Transition Plan:**

# Startup with Your BrightView Team

Before your BrightView team even arrives for your first day of service, we want to meet with you and discuss your current issues, your priorities and your goals for the next 30-60-90-365 days. We want the transition to BrightView to be seamless. Our start-up walk gives Management and the Board the opportunity to establish a partnership and rapport with your BrightView team.

Job Start	U	p (	Che	ck List	
	G	oals			
To make a noticeable improvement is To bring the job to the highest possible level t	within thereby	he firs / limit	t 30 da ng the	ys of our maintenance problem areas for the n	contract. Laintenance crew
Trees	Y	- 1	io.		AEW
Paise Imbs above eye level	C	77.		Remarks	Required
Thin and lace trees properly (if in specifications)	Ē				
Remove low hanging dead fonds from palm seas	-				0
Oreste 12" to 24" diameter rings around tree bases		C	i		0
Remove unnecessary tree stakes and ties		r	1		
Comments					
Shrubs	Yes	140		20 0	AEW
Prune and hadge shrubs in need	П			Remarks	Required
Remove dead shrubs	п	0	_		
Clean out dead wood in shrubs		0			
Detail ground cover or buf from the base of shrubs	D		-		0
Remove large weeds from shrub beds	П	0			□
Continuentz	-	-			
Turf	Yas	140		420000000	AEW
Remove large weeds from turf				Remarks	Required
Gean away but from drains valves sprinkler hasds frees shrubs boarder edging etc	D	0			0
Comments	LJ.	Ш			
Ground Cover					AEV
Remove weeds from ground cover beds	Yes	No		Remarks	Required
Wear ground cover away from draws under and					
prinkle heads bees shrubs boarderedging					0
		-1-			

	Job Start Up	Safety Inspection
	Trees	Comments
11.3	Low, eye level branches	- Commons
. 8	Branches obstruct traffic signals, lights, signage	
- 3	Roots lifting walks, curbs, parking, turf, etc.  Guy wires insufficiently marked for curb its	
-	- x x x Individually	
1.	Large portions of dead wood on large trees Other	
L	] Other	
	urf	Comments
	Dirt from gopher mounds/piles thrown by mowers	
Ē		
	Obstacles need removal, i.e. stumps old stakes, broken stakes	
	Holes dug eround sprinklers for clearance: tripping hazard	
0	Depressions, ruts or holes in turt	
	Other	
Sh	rrubs	
	Overgrowth onto walks	Comments
	Growth covering signs, hydrants, lighting	
	Growth impairs traffic visibility	
	Growth blocks sprinkler coverage	
ч	Areas of neglect; overfunder watering, dead plant material	
	Other	
Hai	dscape	
	Cracks, uneven surfaces	Comments
	Slippery, mossy surfaces from standing	
	or flowing water	· I•

Job Start Up Procedure							
Document Customer Profile	Date Completed	Initials					
Welcome Letter & Customer Fact							
30 Day Action							
Job Sam Up Sefety Impection							
Technical Issues							
MI							
AE III"	1						
Job San Up Charblin							
30 day fellow-up							
Customer Budger Worksheer							
Customer Relationship Map (CRM)							
	Document Customer Profile Welcome Letter de Customer Profile Welcome Letter de Customer Fact Sheet 30 Day Action Plan Job Sant Up Safety Impection Checklist Technical Issues Report MI AE W Job Sant Up Checklist 30 day follow-up Customer Budget Worksheet Relationship Mae	Date  Document Coutener Redile  Welcome Letter & Coutener Steet Sheet Sh					

	30 D	ay	Follo	ow U	)		
1	estions to Ask the Qustomer Helie Helmade a noticeable Improvement on your property?		\$ NO		Remark	7.5	
	Disyou receive everything you were expecting from the sales process?						
	As you highly satisfed? By now you should have received the Glowing documents:	0	D				
•	Weborne Letter and Customer Fact Shelet	0					
•	30 Day Action Plan	0	D				
•	Technical issues Report	0	D				
•	infoation Stait-Up repection	0	o				
•	Process for extra work (AEN)		D				

## **Understanding the Scope; Weekly Maintenance Program:**

## Part 1: General Landscape Maintenance

#### **Mowing Service**

0

- The Mowing team will service your community completely in one week. We utilize Friday (and Saturday if necessary) as backup for rain days. This way we always have a backup plan for inclement weather, yet insure that all services are finished weekly.
- This same team will service your property every cutting. We have found this creates the sense
  of pride associated with a community as well as creates a comfort with the equipment,
  procedures and provides accountability for their work.

We will have a specific mowing crew on property daily to perform all the mowing, edging, string trimming, and blowing.

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 turf areas in the growing season and a bi-weekly schedule in the slow growing months. The schedule may change according to weather, turf conditions, and fertilization schedule:

- March 1<sup>st</sup> November 1<sup>st</sup> = Once per week
- November 1<sup>st</sup> February 28<sup>th</sup> = Once every two weeks
- 41-45 mowing services annually

Each mowing should leave the Bahia and St Augustine grass at a height  $3\frac{1}{2}$  to 4 inches.



Hand mowers shall be used in areas where large, heavy equipment may damage the turf or other community property. All mowers are equipped with mulching deck.

#### **Pond Mowing**

All ponds identified in the Town of Kindred Maintenance Exhibit shall be serviced on the same schedule as the common areas. Pond banks will be mowed and trimmed to water's edge.

Excessive clippings shall be removed. Trash debris at water's edge will be collected and removed during each service date.

#### **Edging and Trimming**

All hard-edged areas will be vertically edged with every mowing. Soft-edge areas shall be edged a minimum of every other week. No chemical Edging

#### **Detail Services; Shrub and Groundcover Maintenance Program**

Your full-time Detail Crew will separate the CDD into four sections and rotate around the entire community every month. Totaling twelve (12) Detailing Services throughout the year. This team's role is continuing detail of the plant beds, trees and flowers.

- This Team will trim the shrubs and remove debris from the site daily. This team will be available to your community daily and will have a designed schedule, which will be provided by Joey monthly to the Board and Management.
- High -frequented areas like your entrances and clubhouse area will be touched every week.
   All areas require pruning will be done one time completely every month. 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 month and will minimize the variance of "long and short" shrub pruning every month. The appearance of all shrubs throughout Town of Kindred 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.

#### **Weeds and Grasses**

All groundcover and turf areas shall be kept reasonably free of weeds and grasses.

All shrub and bed areas shall be maintained each service by removing weeds and debris.

At no time shall post-emergent herbicides be permitted to control weed/sod growth around



structures of any type or when weeds have established themselves as to dominate planting beds. Hand pulling will be performed.

No selective, Post-Emergent Herbicides shall never be used to control weed/sod growth around structures of any type.

#### Several preventative functions are scheduled seasonally.

- 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, apply pre-emergent weed control from winter weed.

#### **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

All moss hanging from trees shall be removed up to 15' over roadways and all CDD-Maintained trees on as needed basis. 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 remove brown 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 fronds and seed stalks (Optional if needed)



Palm Pruning will be accomplished using a combination of Trained Arbor Tech and a support Ground Team removing debris. As recommended by IFAS/EDIS/UFL. All Palms shall receive pruning as often as necessary to appear neat and clean at all times.

Some diseases are known to be spread by pruning with infested tools. (Tools used to prune infected palms will be covered with a residue containing fungal material. If this tool is then used to prune living leaves on a healthy palm, the fungus will be transferred in the process.) When pruning these palms, BrightView will soak all tool and blades in a disinfectant solution for 5 minutes before using them on another palm. Our ground crew oversees this operation and changes out each blade as required. The same operation is required with our chain saw blades and all hand pruners.

#### **Paved Areas**

All paved areas shall be kept weed and debris free. No sprays will be used on paved areas.

#### Clean-Up

All clippings, trimmings and debris will be removed during our schedule service.

Clipping will be blown off all paved areas. No clippings shall be blown down curb inlets.



## **Emergency Response Team**

#### Ready When You Need Us

- With hundreds of locations across the nation, 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 Account 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 will be available in the event of an emergency to ensure our customers have access to crews and equipment quickly.



 In 2017, Hurricane Irma was the costliest storm in the history of Florida. Before Irma made landfall, northern BrightView Branches sent hundreds of employees, equipment and trucks to assist with cleanup efforts.



#### Part 2: Fertilization

- BrightView shall abide by all requirements in the Rules of the Environment Protection Commission of Hillsborough County.
- An Agronomic Technician will be on-site to perform all the chemical needs from spot treatment through large scale applications. The majority of the time will be continued bed weed treatment throughout the year.
- Fertilization will be applied in uniform manner to prevent streaking of turf. Fertilizer shall be swept/blown off all hard surfaces to avoid staining.
- All turf will be fertilized according to IFAS guidelines for a high maintenance level for Sout/Centralh Florida turf.
- Please see Pricing Pages in Proposal Forms for detailed program.

## Part 3: Pest Control

0

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 Once you have determined the economic threshold of a evaluation process may begin. Determining the Best program, we use information on:

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



BMP program. site, the practices



### Part 4; Irrigation System Monitoring and Maintenance

To further support the on-site team, we will have a Certified Irrigation Tech monthly to insure your site stays beautiful and lush. All these support tasks will coordinate through Joey for continuity and timing. The Tech will systematically check and adjust each zone.

Upon partnership, BrightView conducts an Initial Irrigation Audit within the first 30 days. This consists of a thorough audit of entire irrigation system listing items that need repair, replacement or suggested improvements in order for system to operate properly.

- Every Irrigation clock will be checked thoroughly every month by your Irrigation Technician.
- A report will be provided to management monthly. Any irrigation damaged will be repaired immediately. other problems will be reported immediately to management.
- The weekly irrigation check will assure that every zone and home is fully operational, and that the coverage is adequate to keep a healthy and lush landscape.
- 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.



heads Any

US











# Part 5; Installation of Mulch

- BrightView will top dress all currently landscaped areas shown on the maintenance map with shredded Cyprus mulchup to twice per year during the months of April and October.
- A minimum of three (3) inches will be installed. Trenches shall be 3" deep and beveled.
- Pricing includes material, installation, and clean-up.

# Part 6; Annual Installation



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.

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 about the property
- 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

Our goal is to continually provide a noticeable difference

between our services and other landscape contractors.



### **Design Capabilities**

Our Enhancement Specialists have the ability to improve the curb appeal of Harbor Bay CDD. If you ever feel the need to upgrade your entrance, clubhouse area or anywhere, BrightView has the team and capabilities in place to help you make an impact.



Dull overgrow entry island



Using our Imagining software to show the possibilities





Entrance without much color

Installing Perennial Color w/Accents and Annual flowers

### **Financial Capacity**

Set forth below are the reconciliations of net (loss) income to Adjusted EBITDA and Adjusted Net Income, and cash flows from operating activities to Free Cash Flow and Adjusted Free Cash Flow.

		iscal Year Ended ptember 30,		Fiscal Year Ended September 30,		Fiscal Year Ended September 30,		Nine Months Ended September 30,		car Ended
(in millions)	0.00	2020		2019		. 2018		2017	100	2016
Adjusted EBITDA		241.23						(***		(60.4)
Net (loss) income	S	(41.6)	) 5	44.4	S	(15.1)	5	(14.0)	2	(52.4)
Plus:		24.2		72.6		07.0		22.2		0.4.7
Interest expense, net		64.6		72.5		97.8		73.7		94.7
Income tax (benefit) expense		(9.6)	)	12.8		(66.2)		(9.2)		(32.5)
Depreciation expense		80.5		80.1		75.3		56.5		79.3
Amortization expense		55.8		56.3		104.9		92.9		131.6
Establish public company financial		0.0		4 (8)						
reporting compliance (a)		0.9		4.8		4.1		0.8		5.5
Business transformation and integration										
costs (b)		32.5		17.5		25.5		10.8		24.1
Offering-related expenses (c)		4.4		1.0		6.8		-		_
Debt extinguishment (d)		_		_		25.1		-		_
Equity-based compensation (e)		24.0		15.7		28.8		3.8		2.8
Management fees (f)		_		_		13.1		1.9		2.7
COVID-19 related expenses (g)		13.8		_				-		-
Changes in self-insured liability estimates (h)		24.1		_		-		-		_
Sale of tree company (i)		22.2	_				_	_	_	
Adjusted EBITDA	S	271.6	S	305.1	S	300.1	\$	217.2	\$	255.7
Adjusted Net Income										
Net (loss) income	\$	(41.6)	\$	44.4	S	(15.1)	S	(14.0)	\$	(52.4)
Plus:										
Amortization expense		55.8		56.3		104.9		92.9		131.6
Establish public company financial										
reporting compliance (a)		0.9		4.8		4.1		0.8		5.5
Business transformation and integration										
costs (b)		32.5		17.5		25.5		10.8		24.1
Offering-related expenses (c)		4.4		1.0		6.8		-		_
Debt extinguishment (d)		-		_		25.1		-		_
Equity-based compensation (e)		24.0		15.7		28.8		3.8		2.8
Management fees (f)		-				13.1		1.9		2.7
COVID-19 related expenses (g)		13.8						1		_
Changes in self-insured liability estimates (h)		24.1				1 S.				_
Sale of tree company (i)		22.2		-		-				_
Income tax adjustment (j)		(41.4)		(21.7)	1	(103.1)		(40.8)		(65.7)
Adjusted Net Income	S	94.7	S	118.0	S	90.0	8	55.5	S	48.6
Free Cash Flow and Adjusted Free Cash Flow			=		=				_	
Cash flows from operating activities	S	245.1	S	169.7	S	180.4	S	78.9	S	111.9
Minus:		210.1			.,		.,		4	
Capital expenditures		52.7		89.9		86.4		50.6		75.6
Plus:						4		20.0		7.0
Proceeds from sale of property and equipment		4.8		6.8		12.0		6.3		6.0
Free Cash Flow	S	197.2	S		\$		S	34.6	S	42.3
Plus:	9	4,7,1,4	9	00.0		1 Maria 9		54.0	4	72.0
						21.7				
ValleyCrest land and building acquisition (k)	6	107.2	-	04.4	-	21.6	0	246	-	
Adjusted Free Cash Flow	S	197.2	\$	86.6	\$	127.6	\$	34.6	\$	42.3

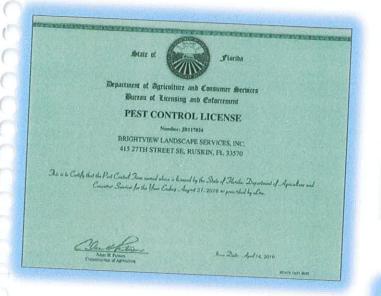
<sup>(</sup>a) Represents costs incurred to establish public company financial reporting compliance, including costs to comply with the requirements of Sarbanes-Oxley and the accelerated adoption of the revenue recognition standard (ASC 606 – Revenue from Contracts with Customers), and other miscellaneous costs.

(in millions, except per share data) Balance Sheet Data (at period end):		Fiscal Year Ended September 30, 2020		Fiscal Year Ended September 30, 2019		Fiscal Year Ended September 30, 2018		Nine Months Ended September 30, 2017		ear Ended ecember 31, 2016
Cash and cash equivalents	S	157.1	8	39.1	S	26.2		100		
Total assets	S	3,071.0	S		540.1	35.2	S	12.8	S	68.0
Total liabilities	6			2,928.6	S	2,891.9	\$	2,858.6	S	2,890.6
Total stockholders' equity	3	1,799.5	\$	1,644.8	S	1,664.6	S	2,162.4	S	2.185.4
Other Financial Data:	5	1,271.5	\$	1,283.8	S	1,227.3	\$	696.3	S	705.2
Adjusted EBITDA(1)	6	271.6		2071						
Adjusted Net Income(1)	0		\$	305.1	\$	300.1	S	217.2	S	255.7
Adjusted EPS(1)	3	94.7	\$	118.0	S	90.0	S	55.5	5	48.6
Cash flows from operating activities	S	0.91	\$	1.15	S	1.08	S	0.72	S	
Free Cash Flow(1)	S	245.1	\$	169.7	S	180.4	S	78.9	0	0.63
	S	197.2	S	86.6	6		100		3	111.9
Adjusted Free Cash Flow(1)	S	197.2	S		12	105.9	S	34.6	S	42.3
		191.2	3	86.6	3	127.6	S	34.6	8	42.2

We report our financial results in accordance with GAAP. To supplement this information, we also use the following measures in this Form 10-K: "Adjusted EBITDA," "Adjusted Net Income," "Adjusted Earnings per Share," "Free Cash Flow" and "Adjusted Free Cash Flow." Management believes that Adjusted EBITDA, Adjusted Net Income and Adjusted Earnings per Share are helpful supplemental measures to assist us and investors in evaluating our operating results as they exclude certain items whose fluctuations from period to period do not necessarily correspond to changes in the operations of our business. Adjusted EBITDA represents net income (loss) before interest, taxes, depreciation and amortization, as further adjusted to exclude certain non-cash, non-recurring and other adjustment items. We believe that the adjustments applied in presenting Adjusted EBITDA are appropriate to provide additional information to investors about certain material non-cash items and about non-recurring items that we do not expect to continue at the same level in the future. Adjusted Net Income is defined as net income (loss) including interest and depreciation and excluding other items used to calculate Adjusted EBITDA and further adjusted for the tax effect of such exclusions and the removal of the discrete tax items. Adjusted Earnings per Share is defined as Adjusted Net Income divided by the weighted average number of common shares outstanding for the period. We believe Free Cash Flow and Adjusted Free Cash Flow are helpful supplemental measures to assist us and investors in evaluating our liquidity Free Cash Flow represents cash flows from operating activities less capital expenditures, net of proceeds from the sale of property and equipment. Adjusted Free Cash Flow represents Free Cash Flow as further adjusted for the acquisition of certain legacy properties associated with our acquired ValleyCrest business. We believe Free Cash Flow and Adjusted Free Cash Flow are useful to provide additional information to assess our ability to pursue business opportunities and investments and to service our debt. Free Cash Flow and Adjusted Free Cash Flow have limitations as analytical tools, including that they do not account for our future contractual commitments and exclude investments made to acquire assets under finance leases and required debt

## **Insurance, Licenses and Certifications**

CORD CERT	IFIC	CATE OF L	IABILI	TY IN	SURA	NCE		E(MM DDYYYYY) eoldaideas
THIS CERTIFICATE IS ISSUED AS A I CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INSI REPRESENTATIVE OR PRODUCER, AN	VELY (	OR NEGATIVELY AME	ITUTE A CO	D OR ALTE	R THE CO	VERAGE AFFORDED	BY TH	E POLICIES
MPORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject to certificate does not confer rights to the	the to	rms and conditions of	the policy, o	certain polic				
DOUCER			CONTAC					
n Risk Services Central, Inc. iladelphia PA Office			(A/C, No.	Ert: (866) .	283-7127	(AC.No.): (6)	00) 363-0	0101
O worth 18th Street th Floor			EMNL.					
iladelphia PA 19103 USA			PARTITION	-				T
				PG	UHERES AFFO	ROING COVERAGE		NAIC#
KRED			INSURE			durance Company		22667
ightView Landscapes, LLC D polly Road Suite 300 De Bell PA 19422 USA			INSURE		Ican Guara	itee & Liability D	ns co	26247
DE BETT PA 19422 USA			MSURE					
			MOURES					
			INSURES					-
VERAGES CER	TEICAT	E NUMBER: 570095	A77626		D	EVISION NUMBER:		
HS IS TO CERTIFY THAT THE POLICES	OF INS	UFANCE LISTED BELOW	W HAVE BEE!	N ISSUED TO	THE NSUR	ED NAMED ABOVE FOR	THE PO	OLICY PERIOD
IDICATED, NOTWITHSTANDING ANY RE- ERTIFICATE MAY BE ISSUED OR MAY R	DUBSEM	ENT. TERM OR CONDI	TION OF ANY	CONTRACT	OR OTHER !	DOCUMENT WITH RES	PECT TO	O WHICH THIS
XCLUSIONS AND CONDITIONS OF SUCH	POLICI	ES. LIMITS SHOWN MAY	HAVE BEEN	REDUCED B	Y FAID CLAIR			are as requested
TYPE OF INSURANCE	福港 W	POLICY NUM	nag	AND SOUTH	CONTRACTOR OF THE PARTY OF THE	the same of the sa	MITS	
X COMMERCIAL GENERAL LIABILITY		XSLG47318397		10/01/2022	10/01/2023			\$2,000,000
CLAMS NADE X OCCUR		six applies per	policy ten	es & condi	tons	PREMISES (Ex occurrence)		\$2,000,000
						MED EXIT (Any one person)		\$10,000
		1				PETERCHAL & ADV BULLEY		\$2,000,000
GENT A GGREGATE EMPLAPE ES PER		1				GENERAL AGGREGATE		\$5,000,000
POLEY X PRO X 100		1				PRODUCTS - COMPOPAG	G	\$5,000,000
OTHER				TV 101 1111				
AUTOMOBILE LIABILITY		15A H1071333A		10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ex sozidire)		\$5,000,000
X ANYAUTO				1		DODLY NAUTY ( Per person	1)	
OWNED SCHEDULED						DODLY PLATFY (Fer woods	re)	
HER DALTON NON-OWNED						PROPERTY DAMAGE: (For explored)		
AUTOS CHEY								
X UMRRELLAUAR X OCCUR		AUC508596818		10/01/2022	10/01/2023	EACH DODURFENCE		\$3,000,000
EXCESS LIAS CLAMS MAIX						AGGREGATE	-	\$3,000,000
WORKERS COMPENSATION AND	-	WLRC50587302		10/01/2022	10/01/2023	X PERSTATUTE	734	
EMPLOYERS LABILITY Y/N		WC - AOS				E.L. EACHACODENT	0	\$2,000,000
ANY PROPRIETORY SAFEKUT (EXECUTIVE OFFICIAL PROPERTY OF INC. (Mandatory in INC.)	N/A	SCFC50687405 WC - WI		10/01/2022	10/01/2023	E L. DESGASSE SA EMPLOYS		\$2,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E1. DESTASS POLICYLMS	_	\$2,000,000
State Park of Charge Cold State	$\Box$							
CRETION OF OPERATIONS: LOCATIONS: VEHOL dence of Insurance.	ES (ACOS	ID 101, Additional Remarks Se	the diale, may be a	illached if more	apace le require	0	-	
PRINCIPLE HOLOGO			CANCELL	TON				
RTIFICATE HOLDER			CANCELLA					
			N DATE THERE		EL DE DELVERED IN AC		EFORE THE	
BrightView Landscapes, LLC		l	AUTHORIZED R	CPRESENTATIVE				
980 Jolly Road Suite 300 Blue Bell PA 19422 USA	۵	lon R	ish Ser	vicas Contrat	! In	E WITH THE		
ACORD 25 (2016/03)	Th	e ACORD name and	logo are reg			CORD CORPORATIO	II IIA JA	ights reserved.



# State of Florida Department of Agriculture and Consumer Services Bureau of Compliance



Adam H. Putnam Commissioner

www.freshfromflorida.com (850) 617-7150 cscompliance@freshfromflorida.com

Search for Licensed Dealer: http://app1.Florida-Agriculture.com/bond/DealerSearch.aspx

Claims Filed Against Licensed Dealer: www.florida-agriculture.com/business/commerce/agdealerlic/claims.html

#### Florida Agricultural Dealer License Buyer Card

Issued to: JOHN CORNELIUS

Buyer for: BRIGHTVIEW LANDSCAPE SERVICES, INC.

License #: 70333 Effective Date: 4/11/2017 Bond Amount: \$100000 Phase I

Address: 4777 Old Winter Garden Rd Orlando, FL. 32811

Phone: 407-292-9600

Email: jose.guillen@brightview.com Contact: JC Guillen

Property: Town of Kindred

Community Development District

c/o Rizzetta & Company Address: 8529 South Park Circle

Orlando, FL 32819

Phone: 239-936-0913 ext. 0303 Email: <u>rhemandez@rizzetta.com</u> Contact: Richard Hernandez

through 12/31/2024		TOTAL	000	\$273,690		\$6,840		\$4,566		\$12,060		100	937,125		\$7,530		CAE AAA	444,044		\$387,255	\$387,255
	2023	DEC	12 161	12,104						3,015						1,400	3.787	5		\$20,366	\$32,271
1/1/2023	2023	NOV	18 246	2,0	4	1,140	764	2									3,787			\$23,934	\$32,271
Dates:	2023	OCT	24,328														3,787			070,113	\$32,271
	2023	H H	30,410		1.140	?	761		3 015	2,0							3,787		\$30 113	-	\$32,271
	2023	200	30,410												4,730		3,787		\$38 927		\$32,271
	2023 JUI		24,328		1,140		761										3,787		\$30,016		\$32,271
2000	2023 JUN		24,328				761		3,015						1,400		3,787		\$33,291		\$32,271
2023			30,410		1,140					1							3,787		\$35,337		\$32,271
2023	APRIL		24,328														3,787		\$28,115		\$32,271
2023	MAR		24,328		1,140		761		3,015								3,787		\$33,031	720 000	\$32,211
2023	EB	10 246					761				37.125						3,787		\$59,919	\$32 274	405,511
2023	JAN	12 164			1,140											(1)	3,787		\$17,091	\$32 274	
	GENERAL SFRVICES	(Schedule A)		(Schedule B)	(q ainpailoc)	TREE/SHRUB CARE	(Schedule C)	BEDDING PLANTS	(340 Units Per Rotation	BED DRESSING	(Schedule D)	675 Yards of Bed Dressing	(Schedule D)	110 Sabal	10 Sylvester Date	IRRIGATION MAINT.	303 Number of Zones		TOTAL FEE PER MONTH:	Flat Fee Schedule	

Initials

CECECECECECECECECEC<mark>ALAMENTACIONO DE CONTROLO DE CONTR</mark>

Contractor: BrightView Landscape Services, Inc

Address: 4777 Old Winter Garden Rd Orlando, FL. 32811

Phone: 407-292-9600

Email: jose.guillen@brightview.com Contact: JC Guillen

Property: Town of Kindred

Community Development District

Phase 2

c/o Rizzetta & Company Address: 8529 South Park Circle Orlando, FL 32819

Phone: 239-936-0913 ext. 0303

Contact: Richard Hernandez

through 12/31/2024

Dates: 1/1/2023

- i	0,0					_	0	
TOTAL	\$138,250	\$3,210	\$3,210	\$4,320	\$30,250	\$3,000	\$27,480	
2023 DEC	6,140		535	1,080		006	2,290	
2023 NOV	9,310	535					2,290	
2023 OCT	12,280		535				2,290	
2023 SEP	15,350	535		1,080			2,290	
2023 AUG	15,350					1,200	2,290	
2023 JUL	12,280	535	535				2,290	
2023 JUN	12,280		535	1,080		006	2,290	
2023 MAY	15,350	535					2,290	
2023 APRIL	12,280						2,290	
2023 MAR	12,280	535	535	1,080			2,290	
2023 FEB	9,210		535		30,250		2,290	
2023 JAN	6,140	535					2,290	
	GENERAL SERVICES (Schedule A)	(Schedule B)	TREE/SHRUB CARE (Schedule C)	(Schedule D)	BED DRESSING (Schedule D) 550 Yards of Bed Dressing	PALM TRIMMING (Schedule D)  28 Sabal 6 Date	IRRIGATION MAINT. (Schedule E)  177 Number of Zones	

Initials

\$17,477 | \$17,477 | \$17,477 | \$17,477 | \$17,477 | \$17,477 | \$17,477 | \$17,477 | \$17,477 | \$17,477 | \$17,477

Flat Fee Schedule

# **Pricing of Maintenance Services**

BrightView would like to offer the Town of Kindred Phase I & II an option when determining the Pricing of the Community.

Weekly Trash Can Service (community to provide liners)

Weekly dog station service

52 weeks per year

28 trash cans

15 dog stations

Monthly\$780.00

Yearly

\$9,360.00

# Project: Town of Kindred 1 & 2 Contractor: BrightView Landscape Services

<u>Material</u>	Description	Price
Mulch	Price/yard installed for quantities over 100 cubic yards	\$50.00
	Price/yard installed for quantities under 100 cubic yards	\$55.00
	Price per 3 cubic foot bag of Mulch	<u>\$7.00</u>
	Price per bale of Pine Straw	<u>\$8.00</u>
Hard Materials	Price per bag for Seminole Chips	<u>\$7.00</u>
	Price per ton for Seminole Chips	<u>\$265.00</u>
	Price per ton for 3"-5" River Jack	\$375.00
Seasonal Color	Annual flower installed prices include bed preparation be disposing of old flowers, hand or mechanically turning the bed soil as necessary.	(C) (C) (C)
	Bed preparation and installation per 4.5" pot	\$2.10
	Bed preparation and installation per 1 gallon pot	<u>\$6.50</u>
	Supply and install 8" to 10" hanging basket	\$21.00
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$TBA
Sod (St. Augustine)	Turf reparation includes removal and disposal of old material a affected area prior to installation of new sod.	nd re-grading
	Square foot price for quantities less than 1,000 square feet	\$.99
	Square foot price for quantities between 1,000 and 3,000 square	re feet <u>\$.99</u>
	Square foot price for quantities between 3,000 and 10,000 squ	are feet \$.94
	Square foot for price quantities greater than 10,000 square fee	st <u>\$.90</u>
Irrigation	Irrigation services, which fall outside of the contract, will be phour basis. Parts will be provided at list, less a discount. C required to provide a copy of purchase invoice.	
	Irrigation Technician per hour	\$50.00
	Irrigation Laborer per hour	\$45.00
	PVC parts	List less 25 %
	Non PVC parts	List less 15 %
	Valves, Clocks and any part over \$300.00	List less 10 %
General Labor	Foreman per hour	<u>\$50.00</u>
	Labor per hour	<u>\$45.00</u>
Arbor Care	Production day (8 hour) Truck, Chipper, 3 man crew	\$1800.00

Miscellaneous	Bush hogging per acre (	@	<u>\$85</u>
The per unit cos	t for installation of various siz	zes and quantities of plant material i	s listed below:
4 inch Groundcov	/er:	< 50 plants	\$2.25
		50 - 100 plants	\$2.20
		100 - 250 plants	\$2.20
		> 250 plants	<u>\$2.15</u>
1-gallon Plant Ma	iterial:	< 50 plants	<u>\$6.05</u>
		50 – 100 plants	\$ <u>5.50</u>
		100 – 250 plants	\$5.22
		> 250 plants	\$5.22
3-gallon Plant Ma	iterial:	< 50 plants	\$15.40
		50 – 100 plants	\$14.30
		100 - 250 plants	\$13.75
Caracialty Diagta	2 mallan	> 250 plants	\$13.20
Specialty Plants - Pringles, Carissa, Crinum Lily, Bird	, Shell Ginger, Ti Plants, Little J	ohn Bottlebrush	<u>\$18.50</u>
7-gallon Plant Ma	iterial:	< 50 plants	<u>\$48.95</u>
		50 – 100 plants	<u>\$47.70</u>
		100 – 250 plants	<u>\$46.75</u>
Specialty Plants -	7 gallon	> 250 plants	\$45.65
	, Shell Ginger, Ti Plants, Little J	ohn Bottlebrush	<u>\$55.00</u>
15-gallon Plant M	laterial:	< 25 plants	<u>\$145</u>
		25 – 50 plants	<u>\$135</u>
		50 – 100 plants	<u>\$132</u>
		> 100 plants	<u>\$130</u>
30-gallon Plant M	laterial:	< 25 plants	<u>\$225</u>
		25 – 50 plants	<u>\$230</u>
		> 50 plants	<u>\$225</u>
45-gallon Plant M	laterial:	< 25 plants	<u>\$425</u>
		25 – 50 plants	<u>\$405</u>
		> 50 plants	<u>\$405</u>

65-gal	lon	Plant	Material:	
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< 25 plants

\$625

25 - 50 plants

<u>\$585</u>

> 50 plants

\$570

Contractor/Firm Name_Brightview Landscape Services								
Firm Address_ 4777 Old Winter Garden Rd								
City/State/Zip_Orlando FL								
Phone Number 407 -292-9600 Fax Number								
Name and Title of Representative <u>JC Guillen - Business Developer Executive</u> (Please Print)  Representative's Signature								
Date 11/17/2022								
ADDENDA – Proposer acknowledges the receipt of Addendum No.'s								
Dated this 11/17/2022 <u>day of November</u> , 2021								

[END OF SECTION]

#### AFFIDAVIT FOR INDIVIDUAL

State of	Florida	ss:
County of	Osceola	
Teal of	*v.	
corporate office that intentional fraud; and will	nents and answers to the questions ers contained herein are correct and inclusion of false, deceptive or frau	, being duly sworn, deposes and says s concerning the qualification statement and true as of this date; and that he/she understands dulent statements on this statement constitutes art of the Proposer to constitute good cause for (Proposer must also sign here)
of 11 14 27		al presence oronline notarization this daywho is (x) personally known to me or
	APRIL N. PUERTA MY COMMISSION # HH 050908 EXPIRES: October 6, 2024 Bonded Thru Notary Public Underwriters	Notary Public, State of FLORIDA Print Name: APRIL PURRTA Commission No.: 14 H & G & 108 My Commission Expires: 10   24

AFFIDAVIT FOR PARTNERSHIP

State of	Florida	SS:
County of	Osceola	
statements are officers are of intentional in fraud; and such	nd answers to the quest correct and true as of the aclusion of false, decep	(Signature of a General Partner is Required)
of 11/14/2	ed before me by mean, 2021, by	s of physical presence oronline notarization this daywho is (x) personally known to me or
		Notary Public, State of FLORID A  Print Name: APRIL ALERTA  Commission No: 11 H 2605 88

APRIL N. PUERTA
MY COMMISSION # HH 050908
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

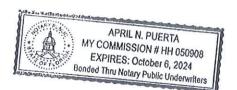
My Commission Expires: 10/6/24

## AFFIDAVIT FOR CORPORATION

State of	Florida	SS:
County of	Osceola	
(title) 305 of the Brig (a corporation answers to the officers are co-	prect and true as of the date	y sworn, deposes and says that the statements and concerning the qualification statement and corporate of this affidavit; and, that he/she understands that udulent statements in this statement constitutes fraud; I be considered good cause for rejection of Proposer's (Officer must also sign here)  CORPORATE SEAL
	before me by means of plants, 2021, by see Goille as identification.	nysical presence oronline notarization this daywho is (**) personally known to me or
	APRIL N. PUERTA MY COMMISSION # HH 050908 EXPIRES: October 6, 2024 Bonded Thru Notary Public Underwriters	Notary Public, State of FLORIDA Print Name: APRIL PUERTA Commission No.: HH & CARON My Commission Expires: 10/24

		11/17/2022	
		Date:	
STATE OF	Florida		
COUNTY OF	Osceola		

Acknowledged before me by means of physical presence or online notarization this day of 11 122, 2021, by 205e Goillen who is (x) personally known to me or ( ) has produced as identification.



Notary Public, State of FLORIOM
Print Name: APRIL PUERTY
Commission No.: HH 050908
My Commission Expires: 10/4/24

# **Town of Kindred Community Development District I**

Bidder's Name	Price	Personnel (15 Points)	Experience (20 Points)	Understanding Scopeof RFP (10 Points)	Financial Capacity (5 Points)	Price (35 Points) Formula	Reasonableness of All Numbers (15 Points)	Total Points
Yellowstone	438,000							
Brightview	387,255							
Down To Earth	483,800							
United Land	385,642							