

HAMAL

COMMUNITY DEVELOPMENT DISTRICT

March 10, 2025

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Hamal Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-Free: (877) 276-0889

March 3, 2025

Board of Supervisors
Hamal Community Development District

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

Dear Board Members:

The Board of Supervisors of the Hamal Community Development District will hold a Regular Meeting on March 10, 2025 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411. The agenda is as follows:

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Public Comments
4. Discussion/Consideration: Painting Proposals
 - A. RCI Painting
 - B. Ibero Property Maintenance
5. Consideration of Authorization for Request for Proposals for Landscape and Irrigation Maintenance Services
 - A. Evaluation Criteria
 - B. Request for Proposal
 - C. Draft Project Manual
6. Update/Discussion: Record of Payment to Glattli
7. Consideration of Lighting by Design 2025 Tree Trim Estimate #4360 TT
8. Ratification of Short Form Addendum to Proposal for Stucco Repair
9. Acceptance of Unaudited Financial Statements as of January 31, 2025
10. Approval of February 10, 2025 Regular Meeting Minutes

11. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Craig A. Smith & Associates*
- C. Operations Manager: *Ibero Property Management*
- D. Landscape Manager: *Kings Management Services, Inc. - Landscaping Division*
- E. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: April 14, 2025 at 6:00 PM

- QUORUM CHECK

SEAT 1	MARC DEPAUL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BENJAMIN CUNINGHAM	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOSEPH PETRICK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	IONE SENIOR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	BENSY SANON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

12. Supervisors' Requests

13. Public Comments

14. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 512-9027.

Sincerely,



Jamie Sanchez
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 131 733 0895

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

4A



Painting & Waterproofing

Proposal/Contract: 26097
Page number: 1
Date: 3/4/2025
Client Liaison: Alvaro Sepulveda
Client Liaison Phone: (954) 410-8765
Client Liaison Email: alvaro@rcipainting.com

Association Name: Hamal CDD
Association Address: 3400 Celebration Blvd.
West Palm Beach, FL 33411

Management Name: Wrathell, Hunt & Associates, LLC
Management Address: 2300 Glades Road, #410 W
Boca Raton, FL 33431

Property Manager: Ms. Jamie Sanchez
Telephone: (561) 571-0010 ext. 135
Email Address: sanchezj@whhassociates.com

Paint Manufacturer: Sherwin Williams

GENERAL SCOPE OF WORK:

In consideration for the price(s) quoted herein, RCI Painting, proposes to furnish all supervision, labor, equipment and specified materials necessary to perform the:

Preparation and exterior painting of the pump house and perimeter wall (top and interior only along turnpike see green highlight; all other perimeter walls (both sides and top), metal railings and columns see yellow highlight along Jog Road in the community known as Hamal CDD (Wrathell, Hunt and Associates, LLC) located in West Palm Beach, Florida.

CONTRACT PRICE FOR GENERAL SCOPE OF WORK:

The price for the general scope of work is: **\$71,475.00.**

Please note that the above figure might not be the exact contract price. Please see enclosed for additional and/or option prices.

Dear Ms. Sanchez and members of the Board:



Since 1987, **RCI Painting** has been providing Condominiums, Homeowners Associations and Commercial Clients with total satisfaction. We are licensed, fully insured, bonded and operating primarily in Palm Beach and Broward Counties (Palm Beach: U-16498, Broward: 91-6607-P-R, Martin: MGPTG5743). We specialize in Exterior Painting, Waterproofing and Chemical Roof Cleaning. We also provide maintenance and beautification programs. Our company maintains an excellent reputation for quality, reliability and service at competitive rates.

Enclosed, please find our proposal and the exterior painting specifications that were designed especially for your community. This proposal covers the products to be used and the specific preparation and product application procedures to be performed on the;

Preparation and exterior painting of the pump house and perimeter wall (top and interior only along turnpike see green highlight; all other perimeter walls (both sides and top), metal railings and columns see yellow highlight along Jog Road in the community known as Hamal CDD (Wrathell, Hunt and Associates, LLC) located in West Palm Beach, Florida.

We appreciate the opportunity to submit our proposal and look forward to doing business with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marcel Rosen', written over a horizontal line.

Marcel Rosen
President

A. SCOPE OF WORK:

Note: Work will be completed to meet the Sherwin Williams warranty & specification requirements and periodically inspected by a Sherwin Williams representative.

Preparation and exterior painting of the pump house and perimeter wall (top and interior only along turnpike see green highlight; all other perimeter walls (both sides and top), metal railings and columns see yellow highlight along Jog Road in the community known as Hamal CDD (Wrathell, Hunt and Associates, LLC) located in West Palm Beach, Florida.

Inclusions:

1. Sanitize all surfaces to be painted.
2. Power wash all surfaces to be painted.
3. Apply one coat of sealer on all exposed and chalky stucco wall surfaces.
4. Scrape and remove any loose or peeling paint.
5. Spot prime any bare metal surfaces (metal railings only).
6. Apply one (1) coat of Sherwin Williams Pro Industrial Pro-Cryl primer (metal railings only) (same or similar color).
7. Repair and **waterproof** all cracks - look for water intrusion areas (see enclosed for details).
8. Repaint all exposed stucco surfaces on the perimeter walls.

Note: One coat of sealer, one coat of Sherwin Williams Super Paint (same or similar color).

Exclusions:

1. Permit Fee(s) and/or Permit Expediting Fee(s).
2. All other areas, surfaces and finishes not mentioned in above scope.

B. PREPARATION:

Note: Work will be completed to meet Sherwin Williams specifications and periodically inspected by a Sherwin Williams representative.

1. SANITIZING:

All exposed surfaces to be recoated will be treated with a **light** bleach solution prior to power washing to eradicate the present growth of mildew and fungus clinging to the surfaces. This solution contains Bleach, Water, commercial mildewcide (**JOMAX**), T.S.P. (Tri Sodium Phosphate) and detergent. The solution will be allowed to soak on the treated areas for **at least 25 minutes before power washing**.

IMPORTANT NOTE: In the case of evidence of **red algae** on the stucco surfaces (especially on the northern surfaces) - This fungus actually grows through and into the stucco surfaces. After completion of the general power washing process, all red algae areas will be sprayed again with a commercial mildewcide (**JOMAX**) solution, allowing the solution to soak in and then power washed for the second time. This process is very important and it helps to prevent the regrowth of the algae through the new coats of paint.

2. POWER WASHING:

All designated surfaces will then be power washed with a sufficient amount of pressure (approx. 3000 PSI) to remove contaminants that might interfere with a good bond between the specified coating to be applied and the substance to be recoated.

Note: This pressure will be lowered when power washing around windows, doors, wood surfaces and screen areas. We do not apply direct pressure to these areas.

Note: All rotted wood that is visible to the naked eye will be reported to Management or Owner.

3. SCRAPING:

Loose, peeling, blistering and flaking paint will be removed by scraping and/or wire brushing however, in the case of 'delaminating paint coating' the use of sandblasting might become necessary. In this case, we will notify the customer/property manager. This extra step will be done by a sandblasting company. Unless it specific calls for, our contract does not include sandblasting.

C. STUCCO AND MASONRY SURFACES:

Note: Work will be completed to meet Sherwin Williams specifications and periodically inspected by a Sherwin Williams representative.

1. SEALER:

After completion of the cleaning procedures and sufficient amount of drying time, ONE COAT of 100% ACRYLIC CLEAR SEALER as per attached painting specifications, will be applied to the surfaces.

Note: Sealer will be applied to the surfaces without forming any glaze.

2. CRACK REPAIRS (WALL SURFACES):

RCI Painting will visually inspect all stucco surfaces from ground level. Any visible minor, loose, broken or damaged areas will be "sounded" to determine if there is a larger damaged area and missing decorative finish stucco will be repaired per the attached painting specifications. All minor decorative stucco repairs will be matched to existing decorative stucco texture as close as possible.

Any major stucco repair will be reported to the Association and/or Property Manager and can be repaired by **RCI Painting** at an additional cost. Per the Association's request, **RCI Painting** will submit the cost of the repairs to the Association and/or Property Manager. **RCI Painting** will not make any repairs without a written authorization by the Association.

Note: **RCI Painting** cannot be liable for any stucco issues that are not visible to the naked eye during visual inspection from ground level.

All hairline cracks less than approximately 1/16" will be patched approx. 2"-3" wide (1" to 1-1/2" away from the center of the crack) with a brush grade "flexible" patching as per attached painting specifications.

All cracks from approximately 1/16" to approx. 1/8" will be cut open by hand (i.e. painters' tool, painters' knife or scraper) to form a small groove. All opened cracks will be dusted clean of loose debris, sealed with caulk or patch as per attached painting specifications. Once cured, the filled crack will be over coated with knife grade "flexible" sealant - see attached painting specifications, approx. 2"-3" wide (1" to 1-1/2" away from the center of the crack).

All cracks greater than approximately 1/8" will be cut open by rotary grinder to form a "U" or "V" shaped groove. All opened cracks will be dusted clean of loose debris, sealed as per attached painting specifications. Once cured, the filled crack will be over coated with knife grade "flexible" sealant - see attached painting specifications, approx. 2"-3" wide (1" to 1-1/2" away from the center of the crack).

This proposal specifically excludes any structural repairs, hidden defects, concrete repairs and/or all stucco repairs other than the decorative finish coat stucco, such as but not limited to the lathe, wire mesh, waterproofing and other non-decorative finish stucco coats, i.e. scratch coat, mid-coat, brown coat.

3. CAULKING:

All window and door perimeter joints (stucco-to-metal and/or stucco-to-wood) will be caulked – No exceptions!

All window and door perimeter joints (stucco-to-metal and/or stucco-to-wood) will be inspected for loose and/or damaged caulk and be repaired as per attached paint specifications. (please see general conditions item #26 for more details).

This contract excludes any joint, caulking, sealant and/or gasket not specified above to include but not limited to metal-to-metal, metal-to-glass, glass-to-glass, expansion joint, or traffic joint.

4. STUCCO & MASONRY FINAL COAT:

One coat of paint as per attached painting specifications.

D. METAL SURFACES:

Note: Work will be completed to meet Sherwin Williams specifications and periodically inspected by a Sherwin Williams representative.

1. PREPARATION AND PRIMING:

All loose rust will be removed prior to the prime coat application by wire brushing or/and scrapping.

A Liquid Rust Converter (such as OSPHO) will be applied to all rusted surfaces and allowed to dry per the manufacturer's specification.

All bare non-ferrous metal surfaces will be spot primed with see attached painting specifications.

2. FINAL COAT:

One coat of paint as per attached painting specifications.

Note: Door surfaces will be checked if previously painted with Oil Base or Water base (Latex) Paint.

E. WARRANTY:

Note: Work will be completed to meet Sherwin Williams specifications and periodically inspected by a Sherwin Williams representative.

Sherwin Williams will issue an **EIGHT (08) YEAR LABOR and MATERIAL** warranty for their products. This limited warranty is for stucco wall surfaces.

RCI Painting will issue an **EIGHT (08) YEAR LABOR and MATERIAL** warranty for our workmanship. This limited warranty is for stucco wall surfaces. If there is a paint failure on the stucco walls surfaces due to workmanship by **RCI Painting** personnel, **RCI Painting** will provide free labor to correct these problem(s).

RCI Painting excludes from this warranty all other areas, surfaces and finishes and further excludes acts of God, vandalism, structural or preexisting construction defects, prior coat delamination, rust, hydro-static pressure, damaged or missing vapor barrier, moisture intrusion, abuse, negligence, and/or issues related to or caused by chemical grouting, crack injection, crack rout & seal or repairs made by others.

SPECIAL MILDEW WARRANTY:

RCI Painting will issue its own **TWENTY-FOUR (24) MONTH WARRANTY** against growth of mildew on vertical stucco wall surfaces.

SPECIAL CAULKING & CRACK REPAIR WARRANTY:

RCI Painting will issue **EIGHT (08) YEAR** warranty on all of its caulking and crack work repair. If any crack repair RCI did will crack again, RCI will fix it at no charge.

F. PRICES:

1. The painting price is: **\$71,475.00.**

The price includes all labor, supervision, equipment and specified materials for the:

Preparation and exterior painting of the pump house and perimeter wall (top and interior only along turnpike see green highlight; all other perimeter walls (both sides and top), metal railings and columns see yellow highlight along Jog Road in the community known as Hamal CDD (Wrathell, Hunt and Associates, LLC) located in West Palm Beach, Florida.



G. TERMS:

1. **RCI Painting** requires **NO** down payment.
2. A payment will be due every two weeks per completed and inspected number of units/homes.
3. Any new arrangements, verbal promises, agreements, etc., that are not listed in this contract, must be added to this contract, in writing and initialed by both parties.
4. **RCI Painting** maintains a DRUG-FREE work place and SAFETY PROGRAM which complies with OSHA regulations.
5. **RCI Painting** is bonded, carries workmen's compensation insurances on all of its employees and holds a \$2,000,000 general liability.
6. For financial research, **RCI Painting** Dun & Bradstreet number is: 94-522-5811.
7. **RCI Painting** is a member of the Better Business Bureaus (BBB). Our rating with the Better Business Bureaus is **A+**.
8. **RCI Painting** licenses numbers are: Palm Beach: U-16498, Broward: 91-6607-P-R, Martin: MGPTG5743.
9. **Fiddler Roof Cleaning** licenses numbers are: Palm Beach: 2011-39848, Broward: 329-238440, Martin: CCC1330008.

H. GENERAL CONDITIONS:

1. Customer refers to the owner, association and/or Management Company. Any and all decisions made by the Customer shall be binding and cannot be subsequently changed or superseded by reason of a change in Customer Board Members.
2. Contractor refers to RCI Painting, their agents and/or subcontractors. Contractor shall furnish all Supervision, Labor, Specified Material and Equipment necessary to complete the agreed upon work for the named property per this proposal and cannot be subsequently changed or superseded by reason of a change in Contractor Board Members.
3. Customer shall grant the contractor permission to work in the areas to be painted and shall be required to prepare all work areas so as to be safely accessible and acceptable for Contractor. Access shall include trimming or tie back of landscaping and/or removal of impediments to areas to be painted such as screens or other accessories and appurtenances. Contractor will not be called upon to commence work until it deems sufficient areas are ready to allow logical, continued and efficient progress of work until completion. Removal and re-installing of screens will be the responsibility of the Customer. However, Contractor will remove the screens at no extra charge but installation of new screens will be Customer responsibility.
4. Customer shall designate one individual to represent the owner(s) in all matters pertaining to the work as it progresses and any negotiations between Customer and Contractor. Customer will ensure interference by unauthorized individuals will be controlled so as not to impede the smooth progression of the work.
5. Customer and/or association must provide water, electricity and all the necessary hook ups, at no cost to the Contractor as Contractor deems necessary to perform the work.
6. Customer shall be responsible to ensure all windows and doors shall be tightly closed during all exterior operations. Customer shall open and close all shutters in order to not delay Contractor.
7. Customer shall remove and protect miscellaneous items and loose objects within the designated work area such as, but not limited to potted plants, patio furniture, wind chimes, thermometers, rain gauges, clocks, alarm or entry keypads, doorbell buttons, ornaments. Customer shall arrange for vehicles of any type including but not limited to automobiles, trucks, campers, bicycles, trailers or boats to be moved from areas adjacent to building(s) where work is in progress.

8. Customer shall select, approve and sign for color acceptance prior to job start. This color selection must be reviewed and approved by RCI Painting as well prior to job start.

9. Change of colors may require additional cost(s). This proposal is prepared on the application of the same or similar color(s) to existing finish in color, tint and hue. Furthermore, when there is to be an exterior color change(s) unless otherwise previously agreed in writing this price is predicated on the condition that the material to be used will be of sufficient color depth, tint, hue and opacity to provide for one coat coverage over clear sealer, when applied under field conditions.

10. Customer shall be responsible for all, and obtain the necessary Architectural or Engineering Services necessary for, approvals, permits, permissions, plans, drawings necessary for the work from Owners, Boards, Associations and/or Governmental Agencies.

11. Contractor shall perform all work in a workmanlike manner by skilled mechanics and be carried out in such a manner as to minimize inconvenience to the occupants and tenants. All applicable standards adopted by the Painting and Decorating Contractors of America shall be incorporated into this contract.

12. Contractor shall determine the size of the work force, including a qualified foreman on the job at all times, as necessary for the means, methods and ongoing operations, and shall continuously and expeditiously proceed with the work until completion, weather permitting and access granted. Regular working hours are Monday through Friday from 8:00 am to 5:00 pm.

13. Contractor shall be responsible that their employees are fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the facility.

14. Contractor shall be responsible for the safety administration on the job, and must be in compliance with all OSHA safety regulations, City, State and Federal Laws.

15. Contractor will provide the customer with current certificates of insurance and licenses. Those certificates will be valid throughout the painting project. Contractor's insurance agent will notify the association of any cancellation or renewal of any contractor policies.

16. Contractor shall submit requirements for a staging area (shop and/or storage area) and the owner will make every effort to provide such an area. Protection of this storage area is the sole responsibility of the contractor and shall be left in a clean, safe, orderly and acceptable manner.

17. Contractor will use due care to identify areas of work where overspray or dripping may occur by marking with caution tape, rope, traffic cones, signs or a combination of the same. No damages will be paid for items located or parked within the identified areas.
18. Contractor shall be responsible for the protection of the occupant's property such as: screens, windows, walkways and all other areas from paint, splatter, drips or damage. Contractor assumes no liability or responsibility for damage to the interior surfaces or contents of the building caused by our operation.
19. Contractor will use most care to protect Customer and/or occupant's property from paint or damage.
20. Contractor has the first right of repairing or replacing a damaged article caused by the contractor employee. If it is necessary Contractor will hire a licensed party to repair or replace such damage.
21. Customer should not 'hold' or 'subtract' monies of the Contract to repair or replace such damage.
22. If customer repairs or replaces such damage without a written Contractor approval, Contractor will not be liable to reimburse Customer for such repair or replacement.
23. Contractor shall deliver specified materials to the job site in unopened containers and assume full responsibility for any materials stored on site. Contractor shall frequently remove trash caused by our operations and will not use the owner's facilities, unless previously agreed. Contractor shall remove all materials, equipment and debris resulting from our operations from the premises, exclusive of minor items such as but not limited to paint chips, dust or sand, within five working days from the final inspection by manufacturer, owner and contractor. For Interior work all areas shall be broom swept of debris caused by our operations.
24. Where paint, coating, caulk, sealant or other material(s) is damaged or has peeled, the loose edges shall be removed by hand sanding, hand scraping or wire brush or a combination of the above methods, as best as possible. However, prior edges may remain. The areas where paint, coating, caulk, sealant or other material(s) is missing, or loose/damaged, or has been removed, differences of aesthetic profile or texture may still remain. Previous stucco, concrete, caulking and/or sealant deficiencies such as but not limited to improper application/installation, excessive material, smears or improper material selection are not covered in this contract.

25. Paint delamination is the separation of one coating from another. Contractor will power wash all surfaces and seal/prime as per the painting specification but will only be responsible and warranty the new coat of paint it applied. If prior coats of paint are failing (paint delamination), lifting the new coat of paint with them, Contractor will not be responsible/liable for these repairs/issues.

26. Where the scope of work reads "Damaged caulk will be cut out and replaced", this is to reference intermittent windows in the community. If all windows or the majority of the windows in the community need to have caulk removed and replaced, it will result in additional charges.

27. The removal of certain stains such as but not limited to rust stains caused by corrosion of imbedded ferrous materials or rust stains from irrigation systems, insects/pest, automotive fluids, under-laying conditions (such as milky stains under sealed pavers) and other stains are beyond our control.

28. Occasionally the contractor's means and methods cleaning technique may reveal an unknown or unforeseen condition which is not included in the contract and requires additional labor and materials to complete the project. The contractor will make the customer aware of this condition(s). Contractor will solicit a remedy from the specification writer and provide a change order at additional cost(s) to the Customer, or when necessary Contractor will advise that another professional be contacted for direct contract with the Customer. In order to prevent undue delay, operations may continue in other areas when deemed possible and prudent by Contractor.

29. The paint that was applied on the floor surfaces has the maximum amount of non-skid material allowed per the paint manufacturer guidelines. Even with the non-skid material, floor surfaces may be slippery when wet also non-skid materials will wear-off with traffic and exposure to weather. Therefore, RCI Painting will not be liable for any slip-and-fall allegations. Please be aware that non-skid materials on painted surfaces will cause these surfaces to get dirty faster.

30. Any condition or situation not specifically included in this proposal shall be negotiated between the customer and the contractor, and attached in writing to the proposal/contract as an "addendum to the original proposal/contract". When a discrepancy is found to exist between the specifications, technical data, published information, and/or other contract documents and this proposal/contract the more stringent may apply by Customer direction with the understanding and agreement that when Contractor is directed by Customer to perform work caused by the discrepancy, Contractor is entitled to recover from Customer any additional cost(s) including but not limited to cost(s) for supervision, labor, equipment, material and duration expenses, to include any and all overhead and profit for work ordered by Customer due to this discrepancy.

31. In case of non-payment (an invoice not paid within thirty (30) days), an interest rate of 1.25% shall be added to the unpaid balance due, per month. Contractor also reserves the right to lien any property that has not fulfilled their contractual payment. Lien and legal fees will be added to the contract price, and paid by the customer.

32. After sixty (60) days of non-payment, the account will be considered 'A Delinquent Account'. It will be sent to a legal collections agency and will require the Association/Owner(s) to pay legal fees in addition to the amount due and interest.

33. If it becomes necessary to hire an attorney to enforce any provision of the contract, the prevailing party shall be entitled to recover their costs and attorney's fees incurred prior to suit, as well as in litigation, appeal and any bankruptcy or administrative proceedings.

34. Whether attributable to contract, warranty, tort (including negligence), strict liability or otherwise, Contractor's responsibility for any claims, damages, losses or liabilities arising out of or related to its performance of this contract, including but not limited to any correction of defects under the Warranty, shall not exceed the contract price. In no event shall Contractor be liable for any special, indirect, incidental, consequential, or punitive damages of any character, including but not limited to damages claimed for loss of use of productive facilities or equipment, lost profits, governmental fines or penalties, lost production, or non-operation or increased expense of operation, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, strict liability or otherwise

35. No shareholder, member, officer, director, employee or agent of the Customer or the Contractor shall be personally liable, directly or indirectly, under or in connection with this agreement, or any document, instrument or certificate securing or otherwise executed in connection with this agreement, or any amendments or modifications to any of the foregoing, made at any time or times, hereto or hereafter, and the Customer and the Contractor and each of their successors and assigns, do hereby waive any such personal liability.

I. OTHER IMPORTANT NOTES:

1. **RCI Painting** will provide some paint to the Association for touch up purposes.
2. **RCI Painting** will help the Association with the color selection.
3. **RCI Painting** will rent (at its expense) a port-o-let for the use of its employees.
4. **RCI Painting** will have at all times a non-working supervisor (who will not be painting). The supervisor is fully skilled and speaks English. He will carry a cellular phone for means of communication.
5. **RCI Painting** will inspect all exterior surfaces for any existing damages before any work commences. This inspection will be taped by a video camera.
6. Paint manufacturer representative will make inspections of **RCI's Painting** work in progress and provide a copy of this report to the Association.
7. All equipment will be stored in a trailer that will be parked in a place designated by the Association (this trailer is approximately the size of a normal car).
8. All trash/debris resulting from our operations will be picked up on a daily basis by **RCI Painting**, exclusive of minor items such as but not limited to paint chips, dust or sand.
9. **RCI Painting** is bonded, carries workmen's compensation insurances on all of its employees and holds a \$2,000,000 general liability.
10. **RCI Painting** maintains a "DRUG FREE" place and a "SAFETY PROGRAM" which complies with all OSHA regulations.
11. **RCI Painting** will take necessary precautions, in terms of securing equipment and supplies, when a hurricane watch is declared.
12. Areas the contractor deems necessary will be masked to prevent paint from covering unwanted areas. When applicable special care will be applied to accordion shutters so paint does not affect their opening and closing.

J. ACCEPTANCE OF PROPOSAL:

The above (inclusive of pages 1 to 17) prices, specifications, terms and conditions are hereby accepted. In consideration for the price(s) quoted herein Contractor is authorized to do the work as specified. Payments will be made as outlined above.

Hamal CDD (Wrathell, Hunt & Associates, LLC) (Customer):

Name: _____ Signature: _____ Date: _____
Authorized Representative

The individual signing hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the above named Customer and that this Agreement is binding upon the named Customer in accordance with its terms.

Name: _____ Signature: _____ Date: _____
Authorized Representative

The individual signing hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the above named Customer and that this Agreement is binding upon the named Customer in accordance with its terms.

RCI Painting (Rainbow Colors, Inc.) (Contractor):

Name: _____ Signature: _____ Date: _____
Authorized Representative

The individual signing hereby represents and warrants that s/he is duly authorized to execute and deliver this agreement on behalf of RCI Painting (Rainbow Colors, Inc.) and that this Agreement is binding upon RCI Painting (Rainbow Colors, Inc.) in accordance with its terms.

Note: This proposal supersedes any and all prior proposals and/or prices for these work items in whole or any part thereof, and may be withdrawn if not accepted within 30 calendar days.

END OF PROPOSAL #26097

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

4B

**Welcome
To Ibero Property
Maintenance
Services.**

**"Your First Choice for
all Property
Maintenance
Solutions."**

**Exclusive Painting Proposal
Hamal Community Development District
2300 Glades Road Suite 410 A Boca Raton, Florida 33431**



CONTACT INFO

PHONE:

(561)420-0640

FAX:

(561)420-0641

EMAIL: DWAYNE@IBEROPROPERTYMGMT.COM

WWW.IBEROPROPERTYMGMT.COM

ADDRESS:

1551 FORUM PLACE SUITE 300E

WEST PALM BEACH FL 33401



2500 Metrocentre Blvd Suite 8 West Palm Beach Florida 33411
PH: (561)420-0640 FAX: (561)420-0641
www.iberopropertymgmt.com

**The Hamal Wall Painting Proposal
The Hamal Community Development District**

March 1st, 2025

Ibero Property Management Corporation
2500 Metro Centre Blvd Suite 8
West Palm Beach, Florida 33411

The Board of Directors
Hamal Community Development District
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

Dear Board of Directors

Ibero Property Maintenance is pleased to submit a professional Exterior Painting proposal for The Hamal Community Development District. Based on our history of servicing other Properties over the years, we will continue to focus on being proactive, providing consistent, high-quality service to our customers, strong contractor capabilities, fair pricing, and constant, written communication between the management Staff, our Board of Directors, and the district manager.

The enclosed proposal was developed based on feedback and our experience. Our skilled team will continue to achieve your exterior wall Painting goals and keep the district property looking its best. Again, our service commitment will include these areas as a high priority.

As an experienced Licensed Contracting Company that consistently delivers local expertise and Construction resources, we understand how a well-maintained District or community attracts people, adds to your property value, and contributes to your success. When you partner with Ibero Property Maintenance, you will have a team of professionals dedicated to careful stewardship of your property and its enduring beauty and value.

A top initiative we focus on is communication with our clients. It is vital to our success as a provider in your community. Our multi-faceted system allows you to reach out to your on-site manager at any time to communicate your needs. Your requests and concerns are addressed as quickly as possible. We also go the extra mile by performing site assessments that include a walk-through of your property, photos, and specific recommendations on how to improve service within your community.

Thank you for the opportunity to submit this proposal. Please review the attached proposal in detail and let me know if you have any questions or concerns. Feel free to contact me at (561)420-0640 or by email at: Dwayne@iberopropertymgmt.com.

Sincerely,

Dwayne P Barrett
General Manager
Ibero Property Management Corporation
2500 Metrocentre Blvd Suite
West Palm Beach, Florida 33407

3/5/2025
Date

PROJECT OVERVIEW AND DESCRIPTION

SCOPE OF WORK.

Purchased, delivered, and installed all materials, including primers, sealers, paints, moldings, color flakes, caulks and sealants, paper, plastic, tape, building materials, and supplies.

All leftover liquid paint will be provided for the customer in small, sealed containers. When this project is complete, the team members must return all the gallons of paint and primer, even empty cans, to the Contractor's Office. Open-tinted primers and sealers could be used in this project.

Areas to paint

- All Privacy walls were facing Jog Road on the East and West Side
- All Walls Surrounding the Cove 1 and Cove 2
- All Metal railing and Columns facing Jog on the east side
- All 8 Feet walls long side Sail Harbor, Pump house.

Equipment and tools

- High-efficiency Paint machines
- Spray pole
- Spray Tips
- Ladders
- Rollers and Extension
- Paint Brushes
- Drop clothes
- Sandpapers
- Paint Trays
- Caulking Gun
- Putty Knives
- Safety Gears

PRESSURE CLEANING.

Pressure Cleaning: Perform complete Pressure cleaning of the entire Hamal wall, removing all dirt, mold, and algae from the exterior wall making ready for exterior painting. (including chemical application if necessary), debris removal procedures, safety protocols, and any essential pre-cleaning or post-cleaning steps, ensuring a thorough and professional cleaning process for the exterior while clearly defining the client's expectations and the contractor's responsibilities.

Key elements of a pressure cleaning scope of work:

- **Areas to be cleaned:**
 - Hamal exterior walls
- **Surface types:**
 - Concrete
 - Stucco
- **Cleaning methods:**
 - High-pressure water cleaning

- Chemical application
- Hand scrubbing for stubborn stains
- **Pre-cleaning tasks:**
 - Removal of loose debris
 - Protection of surrounding areas (plants, windows, doors)
- **Cleaning process:**
 - Thoroughly cleaning all designated surfaces
 - Adjusting pressure levels based on surface type
 - Proper rinsing to remove cleaning residue
- **Post-cleaning tasks:**
 - Debris removal
 - Final inspection of cleaned areas
- **Safety considerations:**
 - Proper use of personal protective equipment (PPE)
 - Adherence to local safety regulations
 - Precautions for electrical outlets and water sources

EXTERIOR WALL PAINTING

Properly prepare the surface to receive the paint to ensure complete, even coverage and adequate adhesion of the paint to the surface. IBERO MAINTENANCE AND CONSTRUCTION SERVICES agree not to begin work until the surfaces to receive paint are clean, dry, free of defects, firm, and sound to design shape.

Upon completion, the painted surface shall be uniform in appearance, with complete coverage; free of runs, sags, and skips; with sharp, clean edges when finishes join other materials or colors; smooth without roughness (excepting those surface materials whose natural texture is roughness, such as rough cedar beams and siding, stucco, and other textured siding, etc.); and pleasing to the eye.

Details

1. Using the appropriate chemical and high-pressure water, Pressure wash and clean all exterior walls, removing all excessive dirt, mildew, and algae in preparation for painting.
2. Purchase the applicable paints, primer, and seal coating to complete the Project
3. Apply waterproof elastomeric sealant on all exterior cracks around each wall as deemed necessary
4. Prime and Repaint all District exterior walls with high-quality, super paint from Sherwin Williams plans and specifications.
5. Repaint all Hamal District columns and Metal Bars with the applicable metal Paint
6. Apply two quotes of primer or paint as deemed necessary to ensure the quality of the project paint.

COMMENCEMENT & PROJECT TIMELINE:

Provided all selections are made in a timely fashion and all necessary materials are available, a start date will be on or before **March 17th, 2025**. The estimated completion date is on or before April **20th, 2025**. The Hamal Community Development District acknowledges that this completion date is an estimate only and that Ibero Maintenance and Construction Services shall not be responsible for delays caused by factors unknown or undisclosed to the Contractor and any factors listed in this Contract. Ibero Maintenance and Construction Services shall comply with all requirements of such permits if applicable. And should not be responsible for obtaining any variances should such variances be required to obtain a building permit.

WARRANTY :

IBERO MAINTENANCE AND CONSTRUCTION SERVICES shall provide its services and meet its obligations under this Proposal in a timely and workmanlike manner, using knowledge and recommendations for performing the services that generally meet acceptable standards in IBERO MAINTENANCE AND CONSTRUCTION SERVICES's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to IBERO MAINTENANCE AND CONSTRUCTION SERVICES on similar projects.

All materials and installations incorporated into the work shall be new unless otherwise specified, and of good quality. IBERO MAINTENANCE AND CONSTRUCTION SERVICES agrees to repair any peeling, deteriorating, or fading paint surfaces for a period of three years.

IBERO MAINTENANCE AND CONSTRUCTION SERVICES shall not be responsible for mildews or fungus that may form on painted surfaces. IBERO MAINTENANCE AND CONSTRUCTION SERVICES shall not be responsible after this period. IBERO MAINTENANCE AND CONSTRUCTION SERVICES shall not be responsible for builders' negligence. IBERO MAINTENANCE AND CONSTRUCTION SERVICES agree to assist in securing the fulfillment of warranties provided by the manufacturer on the materials supplied by IBERO MAINTENANCE AND CONSTRUCTION SERVICES. In the event of peeling, deteriorating, or fading paint surfaces within the warranty period and through the fault of IBERO MAINTENANCE AND CONSTRUCTION SERVICES, then IBERO MAINTENANCE AND CONSTRUCTION SERVICES agrees to repair within 30 days of notice, weather permitting.

IBERO MAINTENANCE AND CONSTRUCTION SERVICES's obligation to effect repairs, as described above in this paragraph, is the only guarantee or warranty provided by IBERO MAINTENANCE AND CONSTRUCTION SERVICES to Hamal Community Development District with respect to the agreed work.

CONTRACT SUM AND PAYMENT.

The proposed price for the painting of the Hamal Community Development District will be **\$ 72,000.00** for painting work to be performed under this proposal. Payment shall be made to IBERO MAINTENANCE AND CONSTRUCTION SERVICES in the manner of Bank wire funds or mail Checks payment to 2500 Metrocentre Blvd suite 8, West Palm Beach, Florida 33407. Payment Installment is as follows:

1. 60 % (43,200.00) of the total Contract sum is due at the start of the project.
2. \40 % (28,800) of the total Contract is due at the completion of the Project

Grand Total: \$72,000.00

IN WITNESS WHEREOF, the parties hereto have agreed to execute this Landscaping Proposal as of the Effective Date.

The Hamal Community Development District

Board of Directors

2300 Glades Road Suite 410 W
Boca Raton, Florida 33431

BY: _____
Joseph Petrick (Board Chairperson)

Date: _____

LANDSCAPING SERVICES COMPANY

IBERO PROPERTY MANAGEMENT CORPORATION

a Florida Corporation
2500 Metro Centre Blvd Suite 8
West Palm Beach, Florida 33407

By:  _____
Dwayne P. Barrett (President)

Date: 3/5/2025

IBERO PROPERTY MANAGEMENT CORP

2500 Metrocentre Blvd Ste 8
West Palm Beach, FL 33407 USA
+15614200640
latoya@iberopropertymgmt.com
www.iberopropertymgmt.com

**ADDRESS**

Hamal Community Development
District
2300 Glades Road
Suite 410 W
Boca Raton, Florida 33431 USA

SHIP TO

Hamal Community Development
District
3400 Celebration Blvd
West Palm Beach, Florida
33411 USA

Estimate 2058**DATE 12/19/2024**

ACTIVITY	QTY	RATE	AMOUNT
Exterior Painting *****Pressure Cleaning ***** Using the appropriate chemical and high pressure water Pressure wash and clean all exterior of the walls removing all excessive dirt's , mildew and algae from walls in preparation for painting . *****Hamal wall Painting ***** -Purchase the applicable paints and primer along with seal coating . -Prime and Repaint all District exterior walls with high quality super paint from Sherwin Williams . - Repaint all Hamal District walls such as : - Jog Road Main wall and Metal Bars along Liberty Bay and Liberty Ilse - Hamilton Bay wall and Metal Bars off jog road and entrance - Sail harbor Walls and surrounding - Pumphouse property Wall - Cove 1 at Briar Bay walls - Cove 2 at Briar bay Wall - SERVICE INCLUDES 3 YEARS OF WARRANTY ON LABOR AND MATERAILS	1	72,000.00	72,000.00

Thanks for providing us the opportunity to serve you. You will find an estimate containing each of the products and services we are proposing to complete your job or project . Please review the estimate and reply to this email at your earliest convenience. We

SUBTOTAL

72,000.00

TAX

0.00

look forward to doing business together.

60% Deposit is required upon the Approval of this estimate agreement . This is to cover time and materials to get the Project on its way . All Remaining Balance is due at the completion of the Project . This Estimate is conditional and and is subjected to change beyond reasonable drought due to unknown condition s and scope of work beyond agreed amount by both Parties to this agreement

If you have any questions or concerns , feel free to contact us.
Best Regards .
Accounting Department
561-420-0640

TOTAL

\$72,000.00

Accepted By

Accepted Date

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

5A

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

1. Personnel & Equipment (30 Points Possible) (____ Points Awarded)

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

2. Experience (15 Points Possible) (____ Points Awarded)

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

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

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

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

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

5. Price (20 Points Possible) (____ Points Awarded)

A full twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 – 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a

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

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor "C" will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (_____ Points Awarded)

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

Proposer's Total Score (100 Points Possible) (_____ Points Awarded)

Additional Information Regarding Evaluation

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

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

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

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on April 14, 2025, at 6:00 p.m., but the District reserves the right to reschedule any such meeting.

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

5B

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS**

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
City of West Palm Beach, Florida**

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

The **optional, pre-proposal** meeting will be held on **March 24, 2025, at _____ a/p.m. (EST), at project site, located at _____.**

Firms desiring to provide services for this project must submit seven (7) copies of written proposal **AND** an electronic copy in a PDF format on a flash-drive no later than **April 7, 2025, at 12 p.m. (EST)** to Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411, **Attention: _____.** Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation criteria or process, or any other issues or items relating to the Project Manual (collectively, “RFP Documents”), must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of this Request for Proposals or after prospective proposer picks up the proposal, whichever is later. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the RFP Documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager.

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

All proposals will be publicly opened at a meeting of the District to be held at **12:15 p.m. (EST), April 7, 2025, at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411**. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the office of the District Manager at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by phone at (561) 571-0010 or by email at sanchezj@whhassociates.com.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (561) 571-0010, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any and all questions and/or inquiries relative to this project shall be directed in writing by e-mail only to District Manager at sanchezj@whhassociates.com with a copy to Community Manager at dwayne@iberopropertymgmt.com and District Counsel at michelle.rigoni@kutakrock.com. All questions must be received by March 26, 2025, at 5:00 p.m. (EST) in order to be considered by the District.

Hamal Community Development District
Jamie Sanchez, District Manager

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

5C

PROJECT MANUAL

FOR

**LANDSCAPE & IRRIGATION
MAINTENANCE SERVICES**

**HAMAL COMMUNITY DEVELOPMENT DISTRICT
City of West Palm Beach, Florida**

Date of Issue: March 17, 2025 at 9:00 a.m. (EST)
Due Date: April 7, 2025 at 12:00 p.m. (EST)

PROJECT MANUAL
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I. PUBLIC NOTICE

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS HAMAL COMMUNITY DEVELOPMENT DISTRICT City of West Palm Beach, Florida

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

The **optional, pre-proposal** meeting will be held on **March 24, 2025, at _____ a/p.m. (EST), at project site, located at _____.**

Firms desiring to provide services for this project must submit seven (7) copies of written proposal **AND** an electronic copy in a PDF format on a flash-drive no later than **April 7, 2025, at 12 p.m. (EST)** to **Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411, Attention: _____.** Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

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Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager.

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

All proposals will be publicly opened at a meeting of the District to be held at **12:15 p.m. (EST), April 7, 2025, at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411**. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the office of the District Manager at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by phone at (561) 571-0010 or by email at sanchezj@whhassociates.com.

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Any and all questions and/or inquiries relative to this project shall be directed in writing by e-mail only to District Manager at sanchezj@whhassociates.com with a copy to Community Manager at dwayne@iberopropertymgmt.com and District Counsel at michelle.rigoni@kutakrock.com. All questions must be received by March 26, 2025, at 5:00 p.m. (EST) in order to be considered by the District.

Hamal Community Development District
Jamie Sanchez, District Manager

II. INSTRUCTIONS TO PROPOSERS

HAMAL COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services

City of West Palm Beach, Florida

Instructions to Proposers

1. **DUE DATE.** Sealed proposals (“Proposal” or “Proposals”) must be received from interested parties (“Proposer(s)”) no later than **April 7, 2025, at 12:00 p.m. (EST)**, at Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411, Attention: _____.

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

DATE/TIME	EVENT
March 17, 2025	RFP Notice is issued.
March 17, 2025 starting 9:00 a.m.	RFP package available for pick up by email to Jamie Sanchez (sanchezj@whhassociates.com) (“District Manager”)
March 17, 2025 to March 26, 2025	Site inspections available; by appointment only; request appointments to District Manager via e-mail only.
March 24 , 2025 at _____ a.m.	Optional pre-proposal meeting at project site: _____
March 26, 2025 at 5:00 p.m.	Deadline for questions.
April 7, 2025 at 12:00 p.m.	Proposals submittal deadline.
April 7, 2025 at 12:15 p.m.	Public meeting to open bids.
April 14, 2025 at 6:00 p.m.	Board Meeting to evaluate proposals received.

3. **OPTIONAL PRE-PROPOSAL MEETING.** There will be a pre-proposal meeting beginning at _____ a.m. (EST) on March 24 , 2025 , and located at _____. Pre-proposal meeting is optional but highly encouraged. Proposers are encouraged to make on-site visits to gain an understanding of the scope of the area to be served. Proposers are assumed to be familiar with the area and any features of the maintenance area that may affect the services. Ignorance on the part of a proposer will in no way relieve it from its responsibilities for a full provision of the requested services.

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

5. [RESERVED]

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

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

8. PROJECT MANUAL. The "Project Manual" and any addenda thereto, will be available from the District Manager by sending an email to Jamie Sanchez at sanchezi@whhassociates.com beginning **March 17, 2025 at 9:00 a.m. (EST)** Proposers are encouraged to obtain the Project Manual prior to the optional pre-proposal meeting.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole

and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District.

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

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Jamie Sanchez sanchezj@whhassociates.com with a copy to Community Manager at dwayne@iberopropertymgmt.com and District Counsel at michelle.rigoni@kutakrock.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. The deadline to submit questions is March 26, 2025 at 5:00 p.m. (EST) via email only to addressees provided herein. **Questions received after March 26, 2025, at 5:00 p.m. will not be answered.** Answers to all questions will be provided to all Proposers by e-mail. Interpretations or clarifications considered necessary in response to questions or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit seven (7) hard copies and one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Hamal Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All Proposals will be publicly opened **April 7, 2025, at 12:15 p.m. (EST)**, at Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411.

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

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the

Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

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

- A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal and the Affidavit for Integrity in Public Contracting and Purchasing, E-Verify, and Non-Collusion.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- E. A list of the total annual dollar value of work completed for the last three (3) years.
- F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- G. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.
- H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).

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

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

17. FINANCIALS. In evaluating and scoring the Proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all Proposals, in its sole and absolute discretion, make modifications to the work, and waive any technical errors, informalities or irregularities in Proposals, or award the contract in whole or in part to one or more Proposers, all as the District, in its sole discretion, determines it is in the best interest of the District.

19. CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("**Contractor**") is expected to commence work on or about May 1, 2025, or on such other date as may be specified by the District in a written notice to proceed or the final contract. The contract shall be for a specified term and, upon expiration or termination of any existing contract for landscape and irrigation maintenance services; Contractor, if requested by the District, agrees to perform the services on

a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total Proposal.

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

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

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

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

23. EVALUATION OF PROPOSALS. The Proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced Proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed ninety (90) days from the date of Proposal opening for the purposes of reviewing the Proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted Proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to

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

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

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

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

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

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

29. PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the Proposal notice, the Proposal instructions, the Proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the

evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the first advertisement of this Request for Proposals or after prospective proposer picks up the proposal, whichever is later, and any protest relating to a decision regarding a contract award or rejection of Proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Jamie Sanchez at sanchezj@whhassociates.com.

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

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

III. EVALUATION CRITERIA

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

1. **Personnel & Equipment** (30 Points Possible) (____ Points Awarded)

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

2. **Experience** (15 Points Possible) (____ Points Awarded)

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

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

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

4. **Financial Capacity** (5 Points Possible) (____ Points Awarded)

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

5. **Price** (20 Points Possible) (____ Points Awarded)

A full twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 – 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE

CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor "C" will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (_____ Points Awarded)

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

Proposer's Total Score (100 Points Possible) (_____ Points Awarded)

Additional Information Regarding Evaluation

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

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

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

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on April 14, 2025, at 6:00 p.m., but the District reserves the right to reschedule any such meeting.

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

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

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

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

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

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

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the

Project Manual; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the Proposal notice, Proposal instructions, the Proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

Dated this _____ day of _____, 2025.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

V. PROPOSAL FORMS

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

HAMAL
COMMUNITY DEVELOPMENT DISTRICT
c/o [REDACTED],
on or before April 7, 2025, at 12 p.m. (EST)

TO: Hamal Community Development District

FROM: _____
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Hamal Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

**PROPOSAL FORM
PROPOSAL SUMMARY SHEET**

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

I. Contract Proposal Amount: \$ _____
*(Please provide an average of
all five years of pricing)*

Annual Total, Year 1: \$ _____

Annual Total, Year 2: \$ _____

Annual Total, Year 3: \$ _____

Annual Total, Year 4: \$ _____

Annual Total, Year 5: \$ _____

II. Proposer Information

NAME OF PROPOSER: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

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

In what State was the Proposer organized? _____ Date _____

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

If no, please explain _____

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

If no, please explain _____

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

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

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

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

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

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

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

_____ Supervisors, who will be onsite ____ days per week;
_____ Technical personnel, who will be onsite ____ days per ____; and
_____ Laborers, who will be onsite ____ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ____ No ____ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

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

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

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

OFFICERS

PROPOSER: _____

DATE: _____

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

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

PROPOSER: _____

DATE: _____

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

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*

Yes ____ No ____

If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

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

2024 = _____

2023 = _____

2022 = _____

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance*

contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Served: _____

Reason for Termination: _____

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

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

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

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

If yes, please describe each incident _____

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

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

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

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

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

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

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

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

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

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

**PROPOSAL FORM
PART IV - PRICING**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the "Pricing Form"). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

[INSERT PRICING FORM]

**PROPOSAL FORM
SIGNATURE PAGE**

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

Dated this _____ day of _____, 2025.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

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

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

Name of Proposer: _____

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

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

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

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

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

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

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

E-Verify

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

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from

submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.

4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

Signature of Authorized Signatory of Proposer

Sworn before me on _____, 2025

Notary Public Signature

Notary Stamp

VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2025, by and between:

HAMAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Lee County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"), and

_____, a Florida _____, with an address of _____ ("**Contractor**").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal in response to the District's request for proposals for landscape and irrigation maintenance services and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

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

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A ("Work")**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B ("Landscape Maintenance Area")**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work

actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor's fee summary attached hereto as **Exhibit C ("Fee Summary")** and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. Discipline, Employment, Uniforms. Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

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

F. Protection of Property. Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. District Representative; Reporting. The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor’s services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District’s representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. Deficiencies. Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence

with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. Compliance with Laws. The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. Safety. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. Environmental Activities. The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. Subcontractors. Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. Independent Contractor Status. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from _____, 2025, to September 30, 2025 ("**Year 1**"), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed _____ Dollars (\$_____) per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C**.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto,

Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. *Payments by the District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. *TERMINATION.* The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or

liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent

Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's

obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. *Default and Protection Against Third-party Interference.* A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

B. Custom and Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

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

E. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. Attorneys' Fees. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and

Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

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

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

K. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions

contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.

L. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Palm Beach County, Florida.

M. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jamie Sanchez ("Public Records Custodian")**. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SANCHEZJ@WHHASSOCIATES.COM, (560) 571-0010, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

N. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

O. *Arm's Length Transaction.* This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

P. *Counterparts; Electronic 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. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) or an original signature, or signatures created in digital format.

Q. *Scrutinized Companies Statement.* Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. *E-Verify.* The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

S. *STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.* Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;

- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

T. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

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

ATTEST:

**HAMAL COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

- ☐ Secretary
☐ Assistant Secretary

By: _____

- ☐ Chairperson
☐ Vice Chairperson

WITNESS:

[CONTRACTOR]

By: _____

Its: _____

By: _____

Its: _____

- Exhibit A:** Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Fee Summary
Exhibit D: Form of Work Authorization

Exhibit A: Scope of Services

[INSERT FROM WHA]

Exhibit B: Landscape Maintenance Map

[INSERT FROM WHH]

Exhibit C: Fee Summary

Exhibit D: Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2025 (the "**Agreement**"), by and between:

HAMAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of West Palm Beach, Florida (the "**District**"), and

_____, a Florida _____, with an address of _____
("**Contractor**").

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "**Additional Services**"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

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

ATTEST:

**HAMAL COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

[CONTRACTOR]

By: _____
Its: _____

Exhibit A Proposal for Additional Services

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

7



2024 Holiday Lighting Proposal and Contract

PO Box 213455, Royal Palm Beach, FL 33421

Phone: 561-714-4233/Email: admin@lightdesignfl.com/Web: www.lightdesignfl.com

Prices quoted below include the following:

- **Materials:** Commercial-grade LED lighting & Decorations; cords, clips and timers used throughout the display
- **Installation & Take Down**
- **Maintenance of the entire display.** Repair or replace lights within 48 hours of notification and many times the same day.

Option B. 3 Year Contract includes a **10% discount** per year. **Deposit of 50% due upon contract signing.** Balance is due upon completion of installation.

Discounts Applied		
2024	\$5,687	
2025	\$5,687	Multi-Year Discount 10%
2026	\$5,687	

*Plus tree trimming if necessary

I hereby accept and authorize the work set forth above or attached hereto:

Signed: John Noll Date: 07-08-24
Date: 4/21/2024

John Noll, Lighting by Design of Florida

*Trees must be substantially pruned by **September 1st**. Failure to do so:

- may delay your installation which could affect your turn on date
- will result in additional tree trimming charges that will be billed separately

2024 Turn On Date (unless otherwise specified): **11/20/2024** (based on 2023 Turn On Date)

Turn Off Date Range between Jan 6th and Jan 10th. Lights remaining on after 1/31 will require an Extended or Annual Use Contract in place.

Timer Settings (if applicable) On 5:00 pm Off 2:00 am (unless otherwise specified).

Please specify if other: _____ to _____

Gate Code (if applicable) or contact at property: Joseph Petrick

Not providing this could delay your installation and affect your turn on date.

Onsite contact/Holiday Lighting Liaison: (Name and Phone)

Joseph Petrick for now
561-335-6501

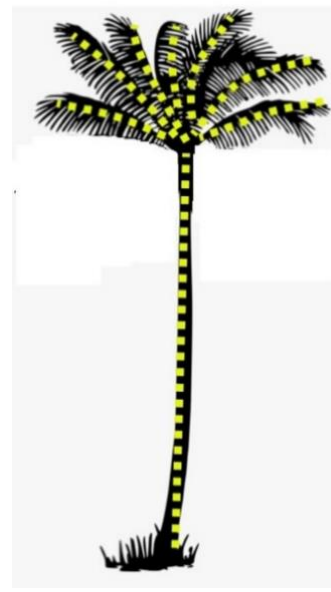
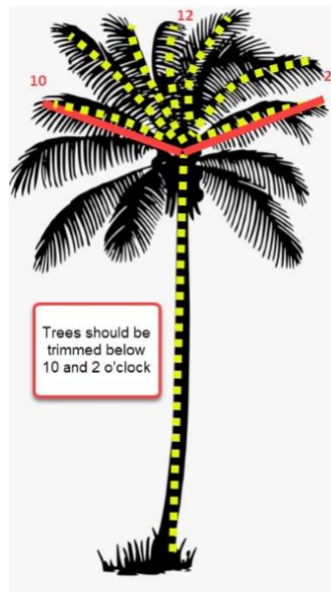
Tree Trimming and the Effect on Your Holiday Lighting

(Attn: Property Managers - Print in Color for Board presentation)

Properly trimmed trees before installation:

- impacts how your tree will look when lit
- will minimize outages due to falling fronds and falling sheaths

Most trees trimmed in the summer (high growing season) for Hurricane Season will need an additional trim for the holidays.



Palm Trimmed Properly



Not trimmed
“umbrella effect”



Sylvester Palm Not Trimmed



Sylvester Not Trimmed. Look at dark spot; lights cannot be installed properly due to the density of fronds with thorns which is an installer hazard.



Sylvester Trimmed



Tree Trimming and the Effect on Your Holiday Lighting

(Attn: Property Managers - Print in Color for Board presentation)

Royal Palm Not Trimmed



Royal Palms Trimmed (Sheaths Removed)



Royal Palm Trimmed – Warm White



Royal Palm Not Trimmed–Warm White



Oak Tree Not Trimmed



Oak Tree Trimmed



Oak Tree – Pure White





2025 Tree Trim Estimate

PO Box 213455, Royal Palm Beach, FL 33421

Phone: 561-714-4233/Email: admin@lightdesignfl.com/Web: www.lightdesignfl.com

2/26/2025

Estimate #: 4360-TT

Miss Jamie Sanchez
3400 Celebration Blvd
West Palm Beach, FL 33411

RE: Hamal CDD

Our experienced tree trimmers know how to best trim your trees for the best Holiday lighting appearance.

Property Area	Description	Qty	Rate	Price
A. Briar Bay (North Side)	Triple Christmas Palm(s); based on number of trunks	2	\$45.00	\$90.00
A. Briar Bay (South Side)	Triple Christmas Palm(s); based on number of trunks	2	\$45.00	\$90.00
B. Hamilton Bay	Coconut Palm(s)	5	\$100.00	\$500.00
B. Hamilton Bay	Double Christmas Palm(s); based on number of trunks.	4	\$50.00	\$200.00
B. Hamilton Bay	Triple Alexander Palm(2)	4	\$75.00	\$300.00
Estimate Total:			\$1,180.00	

Trimming will be completed between April 1st and Installation of lights.
We will match other companies pricing when provided with a written estimate.
Holiday Trim included at install.

*Estimate includes removal/disposal of fronds/branches.

*Proposal valid for 30 days.

I hereby accept and authorize the work set forth above or attached hereto:

Signed: _____ Date: _____

Tristan Arjoon

Date: 2/26/2025

Tristan Arjoon, Lighting by Design of Florida

*Trees must be substantially pruned by **September 1st**. Failure to do so:

- may delay your installation which could affect your turn on date
- will result in tree trimming charges based on the estimate above.

Lighting by Design of Florida LLC
PO Box 213455
Royal Palm Beach, FL 33421 US
+15617144233
accounting@lightdesignfl.com
www.lightdesignfl.com

Invoice

BILL TO
Hamal CDD 3400 Celebration Blvd West Palm Beach, FL 33411

SHIP TO
Hamal CDD Hamal CDD

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
7830 A	03/01/2025	\$2,843.50	03/31/2025	Net 30	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Holiday Lighting - Commercial Deposit	0.50	5,687.00	2,843.50

Thank you for your business. We take credit cards, ACH or checks can be sent to:
Lighting by Design
P.O. Box 213455
Royal Palm Beach, FL 33421

BALANCE DUE

\$2,843.50

To pay by Credit Card, contact the office and we will provide an electronic invoice (3% processing fee)

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS

**ADDENDUM TO PROPOSAL BETWEEN THE HAMAL COMMUNITY DEVELOPMENT DISTRICT
("DISTRICT") AND IBERO PROPERTY MANAGEMENT CORPORATION ("CONTRACTOR")
FOR STUCCO REPAIR SERVICES**

District:	Hamal Community Development District	Contractor:	Ibero Property Management Corporation
Mailing Address:	2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Mailing Address:	2500 Metrocentre Blvd., Suite 8 West Palm Beach, Florida 33407
Phone:	(561) 571-0010	Phone:	(561) 420-0640

The following provisions govern Estimate No. 2087, dated February 11, 2025, submitted by the Contractor, and attached hereto as **Exhibit A** (hereinafter referred to as the "Proposal," and as modified by this Addendum, the "Agreement") for the following stucco repair services:

1. The Agreement shall be deemed effective as of the date of the full execution of this Addendum (which shall constitute full execution of the Agreement).
2. District agrees to compensate Contractor for the services identified in the Proposal at an amount of **Sixteen Thousand Eight Hundred Dollars (\$16,800.00)**, sixty percent (60%) of which is due upon full execution of this Agreement as deposit and the remaining forty percent (40%) shall be due upon completion and acceptance of the services identified in Exhibit A.
3. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor shall defend, indemnify and hold harmless the District, and the District's officers, supervisors, professional staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind arising out of, in whole or in part, Contractor's and its subcontractors' actions or omissions arising hereunder, including, but not limited to, reasonable attorney's fees, to the extent caused by any acts or omissions of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the Agreement. The obligations under this paragraph shall be limited to no more than \$1,000,000.00, which amount Contractor agrees bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
4. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 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.

The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall

pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

5. In addition to the three (3) year labor warranty as provided in the Proposal and all manufacturer warranties for materials purchased for purposes of this Agreement, the Contractor agrees all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. If prior to final acceptance of the work, any of the materials or work are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.
6. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
7. The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 30 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
8. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jamie Sanchez** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431, (561) 571-0010, INFO@HAMALCDD.COM.

9. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
10. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general

in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

11. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

12. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

**IBERO PROPERTY MANAGEMENT
CORPORATION**

By: [Signature]
Its: President
Date: 2/25/2025

**HAMAL COMMUNITY DEVELOPMENT
DISTRICT**

By: [Signature]
Its: President
Date: 02-25-25

IBERO PROPERTY MANAGEMENT CORP
 2500 Metrocentre Blvd Ste 8
 West Palm Beach, FL 33407 USA
 +15614200640
 latoya@iberopropertymgmt.com
 www.iberopropertymgmt.com



ADDRESS	SHIP TO
Hamal Community Development District	Hamal Community Development District
2300 Glades Road	3400 Celebration Blvd
Suite 410 W	West Palm Beach, Florida
Boca Raton, Florida 33431 USA	33411 USA

Estimate 2087

DATE 02/11/2025

ACTIVITY	QTY	RATE	AMOUNT
Stucco Repairs -Purchase all applicable materials such as : Stucco mix , Bond concrete mix , elastomeric sealant , Silicone ,and Flex seal . - Repairs all Hamal District walls such as : - Jog Road Main wall and Metal Bars along Liberty Bay and Liberty Ilse - Hamilton Bay wall and Metal Bars off jog road and entrance - Sail harbor Walls and surrounding - Pumphouse property Wall - Cove 1 at Briar Bay walls - Cove 2 at Briar bay Wall -Perform complete stucco repairs , applying stucco mix on all interior and exterior surface of damage area , Stucco and patch all holes on exterior walls , Stucco to match existing stucco on all walls . -3 YEARS LABOR WARRANTY OF STUCCO INCLUDED IN PRICES	1	16,800.00	16,800.00

Thanks for providing us the opportunity to serve you. You will find an estimate containing each of the products and services we are proposing to complete your job or project . Please review the estimate and reply to this email at your earliest convenience. We look forward to doing business together.	SUBTOTAL	16,800.00
	TAX	0.00

60% Deposit is required upon the Approval of this estimate

agreement . This is to cover time and materials to get the Project on its way . All Remaining Balance is due at the completion of the Project . This Estimate is conditional and and is subjected to change beyond reasonable drought due to unknown condition s and scope of work beyond agreed amount by both Parties to this agreement

If you have any questions or concerns , feel free to contact us.
Best Regards .
Accounting Department
561-420-0640

TOTAL

\$16,800.00

Accepted By



Accepted Date

02-25-25

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2025**

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
JANUARY 31, 2025**

	General Fund	Debt Service Fund 2021	Total Governmental Funds
ASSETS			
Cash	\$ 952,452	\$ -	\$ 952,452
Investments			
Centennial	258,378	-	258,378
FineMark MMA	249,847	-	249,847
FineMark ICS	317,975	-	317,975
Iberia - MMA	25,252	-	25,252
Bank United	453,559	-	453,559
Revenue	-	662,203	662,203
Prepayment	-	1,022	1,022
Sinking	-	20,519	20,519
Optional redemption	-	280	280
COI	-	6,288	6,288
Due from other funds			
General fund	-	28,375	28,375
Deposits	135	-	135
Total assets	<u>\$2,257,598</u>	<u>\$ 718,687</u>	<u>\$ 2,976,285</u>
LIABILITIES			
Liabilities:			
Accounts payable off-site	\$ 2,630	\$ -	\$ 2,630
Accounts payable on-site	24,686	-	24,686
Due to other funds			
Debt service (series 2021)	28,375	-	28,375
Wages payable	200	-	200
Taxes payable	46	-	46
Total liabilities	<u>55,937</u>	<u>-</u>	<u>55,937</u>
FUND BALANCES			
Nonspendable			
Prepays and deposits	135	-	135
Restricted			
Debt service	-	718,687	718,687
Assigned			
3 months working capital	192,498	-	192,498
Sound barriers	100,000	-	100,000
Stormwater pump station	300,000	-	300,000
Culvert repair/replacement	100,000	-	100,000
Disaster recovery	500,000	-	500,000
Unassigned	1,009,028	-	1,009,028
Total fund balance	<u>2,201,661</u>	<u>718,687</u>	<u>2,920,348</u>
Total liabilities and fund balances	<u>\$2,257,598</u>	<u>\$ 718,687</u>	<u>\$ 2,976,285</u>

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 20,002	\$ 598,008	\$ 654,689	91%
Fair share agreement	-	-	46,302	0%
Interest & misc. income	847	7,631	1,500	509%
Total revenues	<u>20,849</u>	<u>605,639</u>	<u>702,491</u>	86%
EXPENDITURES				
Administrative				
Supervisors fee & FICA tax	-	1,292	7,536	17%
Management/recording/accounting	3,671	14,683	44,048	33%
Trustee	-	-	4,350	0%
Legal	-	634	20,000	3%
Engineering	2,610	6,522	15,000	43%
Audit	-	8,900	9,084	98%
Arbitrage rebate calculation	-	-	1,250	0%
Postage	26	26	750	3%
Legal advertising	19	39	2,500	2%
Office supplies	-	-	250	0%
Contingencies	-	60	750	8%
Annual special district fee	-	175	175	100%
Insurance	-	7,798	8,500	92%
FASD annual dues	-	2,000	2,000	100%
Pump station/equipment insurance	-	11,790	14,000	84%
Reserve study	-	9,850	20,000	49%
Website	-	-	705	0%
ADA website compliance	-	210	210	100%
Dissemination agent	83	333	1,000	33%
Total administrative expenses	<u>6,409</u>	<u>64,312</u>	<u>152,108</u>	42%
Maintenance				
Telephone	207	805	2,040	39%
Field operations management	2,500	10,000	30,900	32%
Landscape maintenance				
Mowing, edging, pruning & weed control	18,221	63,759	112,604	57%
Turf replacement	-	-	20,000	0%
Mulch	-	11,520	29,120	40%
Insect, weed, fertilization	9,435	18,870	58,308	32%
Annuals removal, replacement, installation	-	-	15,914	0%
Tree pruning	-	-	28,138	0%
Irrigation system maintenance	1,454	2,909	8,988	32%
Irrigation repairs	1,074	2,934	12,360	24%
Capital outlay	-	-	30,400	0%
Landscape replacement	-	1,900	20,600	9%
Preventative maintenance: pump station	-	-	11,100	0%
Repair/maintenance: pump station	-	-	4,120	0%

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Maintenance (continued)				
Lake maintenance	2,082	8,148	24,000	34%
Fountain maintenance	975	1,981	28,840	7%
Holiday landscape lighting	-	-	7,500	0%
Contingency	4,610	13,065	16,600	79%
Wall maintenance	-	-	15,000	0%
Utilities	7,365	27,361	63,860	43%
Uncoded Expenses	-	1,860	-	N/A
Total maintenance expenses	<u>47,923</u>	<u>165,112</u>	<u>540,392</u>	31%
Other fees and charges				
Property appraiser	-	-	1,141	0%
Information system services	-	2,030	2,030	100%
Tax collector	199	5,979	6,820	88%
Total other fees and charges	<u>199</u>	<u>8,009</u>	<u>9,991</u>	80%
Total expenditures	<u>54,531</u>	<u>237,433</u>	<u>702,491</u>	34%
 Excess (deficiency) of revenues over (under) expenditures	 (33,682)	 368,206	 -	
Fund balance - beginning	2,235,343	1,833,455	1,754,144	
Fund balance - ending				
Nonspendable				
Prepaid expenditures and deposits	135	135	-	
Assigned				
3 months working capital	192,498	192,498	192,498	
Sound barriers	100,000	100,000	100,000	
Stormwater pump station	300,000	300,000	300,000	
Culvert repair/replacement	100,000	100,000	100,000	
Disaster recovery	500,000	500,000	500,000	
Unassigned	1,009,028	1,009,028	561,646	
Total fund balance - ending	<u>\$ 2,201,661</u>	<u>\$ 2,201,661</u>	<u>\$ 1,754,144</u>	

**HAMAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2017)
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 21,634	\$ 646,804	\$ 708,180	91%
Interest	345	1,497	-	N/A
Total revenues	<u>21,979</u>	<u>648,301</u>	<u>708,180</u>	92%
EXPENDITURES				
Principal	-	-	621,000	0%
Interest 11/1	-	43,010	43,010	100%
Interest 5/1	-	-	43,010	0%
Total expenditures	<u>-</u>	<u>43,010</u>	<u>707,020</u>	6%
Other fees and charges				
Tax collector	215	6,467	7,377	88%
Total other fees and charges	<u>215</u>	<u>6,467</u>	<u>7,377</u>	88%
Total expenditures	<u>215</u>	<u>49,477</u>	<u>714,397</u>	7%
Excess (deficiency) of revenues over (under) expenditures	21,764	598,824	(6,217)	
Fund balances - beginning	696,923	119,863	103,023	
Fund balances - ending	<u>\$ 718,687</u>	<u>\$ 718,687</u>	<u>\$ 96,806</u>	

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Hamal Community Development District held a Regular Meeting on February 10, 2025 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411.

Present were:

Joseph Petrick	Chair
Benjamin Cuningham	Vice Chair
Ione Senior	Assistant Secretary
Marc DePaul (via telephone)	Assistant Secretary
Bensy Sanon	Assistant Secretary

Also present:

Jamie Sanchez	District Manager
Michelle Rigoni (via telephone)	District Counsel
Al Caruso	District Engineer
Joseph King	Operations Manager/Landscape Supervisor
Dwayne Barrett	Ibero Property Management Corporation
Jaison Thomas (via telephone)	Reserve Advisors
Leesa Cuningham	Resident
Pamela Atkinson	Resident
Ray McGogney	Resident
Rupert Francis	Resident

All resident, property owner and/or members of the public might not be included in the minutes. If an attendee did not identify themselves, their name could not be heard on the audio or they were not on the sign-in sheet, their name was omitted from these minutes.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Petrick called the meeting to order at 6:00 p.m. Supervisors Sanon, Cuningham, Senior and Petrick were present. Supervisor DePaul attended via telephone.

SECOND ORDER OF BUSINESS**Pledge of Allegiance**

All present recited the Pledge of Allegiance.

THIRD ORDER OF BUSINESS**Public Comments**

Ms. Sanchez reviewed the protocols for public comments.

No members of the public spoke.

FOURTH ORDER OF BUSINESS**Presentation: Reserve Advisors Full Reserve Study**

Mr. Thomas reviewed the pertinent information and findings in the Reserve Advisors Full Reserve Study; the effective date of the study is the date of the visual noninvasive inspection, November 12, 2024. The Study was submitted to the CDD on December 10, 2024.

Mr. Cuningham stated that he spoke to Mr. Thomas and Ms. Sanchez about the Study. He suggested modifying the Study since it excludes items like Disaster Recovery and certain reserves, such as the culverts start at a \$0 balance, which is incorrect since the CDD placed about \$500,000 in assigned capital improvement projects.

The Board directed Mr. Thomas to update the reserve totals in the Report from \$0 to \$500,000, to reflect the CDD's budgeted "sound barriers, stormwater pump station and culvert repair/replacement" line items. A revised Study will be emailed to District Staff and the Board.

FIFTH ORDER OF BUSINESS**Consideration of Ibero Property Management Estimate 2058 for Wall Painting/Repairs**

Mr. Barrett presented Ibero Property Management Estimate 2058 for wall repairs, pressure washing and painting.

Discussion ensued regarding the project scope, revising warranty terms for paint and stucco repairs, and separating the projects.

Mr. Sanon will email the contract warranty language for paint and labor to Ms. Sanchez as well as an additional proposal to include on the next agenda when considering the pressure washing and painting portion of the project.

Mr. Barrett will email Ms. Sanchez an updated proposal for stucco repairs for Mr. Petrick to execute.

On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, Ibero Property Management Estimate 2058 for stucco repairs only, subject to adding in 36-month warranty, in a not-to-exceed amount of \$16,800, was approved.

SIXTH ORDER OF BUSINESS

Discussion: Kings Management Services, Inc. Landscaping

A. Glattli Spray Service Pest Control Service Confirmation

Ms. Sanchez stated that. as of today, Mr. Joseph King has not responded to her December 9, 2024 email requesting pest control invoices, records of payment, the current maintenance schedule or proof of pest control services, from November 2022 through the present.

Mr. Petrick recalled discussions at the last meeting of Mr. King confirming the services the CDD is being provided and the Board's request to provide documentation, due to concerns that Kings Management has been paid to provide pesticide and fertilization services, but has not serviced the CDD common areas for some time. He discussed his and District Staff's actions following up with Mr. King about providing this documentation, all of which were unsuccessful. Mr. Barrett was able to obtain the January 14, 2025 Glattli Spray Service contract, in the agenda, but there are no contracts or service records from 2023 and 2024.

Mr. Sanon voiced frustration of how the email Mr. King sent to him, Mr. Barrett and Ms. Sanchez was handled. Ms. Sanchez confirmed that her email in box shows no record of receiving an email on January 12, 2025, nor has Mr. King provided that email as of today.

Board Members conveyed individual reasons to consider terminating the Landscape and Irrigation Maintenance Agreement with Kings Management Services, Inc., including Kings'

inability to provide documents timely, poor service, meeting project deadlines and preventing Board Members from meeting their fiduciary duties to the CDD.

Mr. DePaul suggested finding a replacement vendor and pursuing Kings Management to recoup funds for services not rendered.

Ms. Rigoni discussed the need to prepare a Request for Proposals (RFP) and consider scheduling a Special Meeting to present RFP proposals at the March meeting to avoid a gap in services. Regarding a question about engaging an interim vendor, she stated it would eliminate the need for a Special Meeting. She suggested authorizing a not-to-exceed amount equal to what the CDD is currently paying and designating a Board Member to work with Staff to finalize an interim agreement.

Mr. Petrick polled the Board about proceeding with initiating the 30-day termination clause in the contract with Kings Management and keeping Kings Management as the interim vendor or engaging another vendor while the RFP process is underway.

On MOTION by Mr. DePaul and seconded by Mr. Cuningham, with Mr. DePaul, Mr. Cuningham, Mr. Petrick and Mr. Sanon in favor and Ms. Senior dissenting, terminating the Kings Management, Services, Inc., Landscaping and Irrigation Maintenance Agreement, was approved. [Motion passed 4-1]

On MOTION by Mr. Cuningham and seconded by Mr. DePaul, with all in favor, engaging an interim landscaping company, commencing on March 13, 2025 until such time as the CDD obtains bids for a permanent landscape company, in a not-to-exceed monthly amount equal to the current rate of \$9,400 and for an equivalent level of service as is being provided under the current contract, was approved.

Mr. Petrick asked Mr. Barrett to work with Glattli Spay Service to determine the cost for fertilization and pest control services that the CDD did not receive relative to the CDD contract and present the information at the next meeting.

The Board designated Mr. Petrick to work with District Staff, outside of a meeting, to engage an interim licensed CAM Landscaping Company, while the contract goes out to bid.

SEVENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of December 31, 2024**

**On MOTION by Mr. Cuningham and seconded by Mr. Sanon, with all in favor,
the Unaudited Financial Statements as of December 31, 2024, were accepted.**

EIGHTH ORDER OF BUSINESS**Approval of December 9, 2024 Regular
Meeting Minutes**

The following changes were made:

Line 149: Change "Cunningham" to "Cuningham"

Line 159: Change "A Board Member" to "Mr. Cuningham"

**On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor,
the December 9, 2024 Regular Meeting Minutes, as amended, were approved.**

NINTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

There was no report.

B. District Engineer: Craig A. Smith & Associates

Mr. Caruso asked if the grates at the pump station were replaced. Mr. Barrett stated that the parts were ordered.

Mr. Caruso stated that, of the seven vendors contacted, he is having difficulty finding a vendor to maintain the pump station and noted difficulty in obtaining access. Mr. Petrick stated he will call Mr. Caruso about a potential vendor.

C. Operations Manager: Ibero Property Management

Mr. Barrett provided updates as to recent work completed in the District.

A Board Member asked if the fence around the pump station was repaired. Mr. Barrett stated he is obtaining proposals for the next meeting.

Ms. Senior stated that, aside from the tree branches, there is debris that needs to be cleaned up. She discussed a conversation with Felix about the CDD using the HOA golf cart and

for Mr. Barrett to call her about possibly covering the cost of the golf cart repairs. Mr. Petrick asked Ms. Senior to speak to Mr. Barrett about possibly entering into an Agreement with the CDD.

D. Landscaping Manager: Kings Management Services, Inc. - Landscaping Division

In response to a question about the palms behind the Hamilton Bay signs, Mr. King stated that they were trimmed.

Mr. Barrett and Mr. Petrick discussed an incident where the HOA repaired a CDD pump without approval and is requesting reimbursement from the CDD. The HOA Board was invited to this meeting for further discussion.

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

- **NEXT MEETING DATE: March 10, 2025 at 6:00 PM**

- **QUORUM CHECK**

All Supervisors confirmed their attendance at the March 10, 2025 meeting.

TENTH ORDER OF BUSINESS

Supervisors' Requests

Ms. Senior referred to the complaints about the tree branches brushing the roofs of the homes on Jog Road, as mentioned in the prior meeting minutes. She thinks the branches are not that close. Mr. Barrett stated that the trees were trimmed twice prior to her walking the neighborhood; he will send the Weekly Report and photographs to the Board.

ELEVENTH ORDER OF BUSINESS

Public Comments

Ms. Sanchez reiterated the protocols for public comments.

A resident stated he is having issues with certain trees and suggested scheduling an inspection. Mr. Petrick stated Staff will continue monitoring and maintaining CDD improvements, as needed. He asked the resident to send Mr. Barrett a photograph of the area to determine if it is a CDD, HOA or resident matter.

TWELFTH ORDER OF BUSINESS

Adjournment

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201
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On MOTION by Mr. Cuningham and seconded by Mr. Sanon, with all in favor,
the meeting adjourned at 7:43 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

HAMAL
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

HAMAL COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2024 CANCELED	Regular Meeting	6:00 PM
November 7, 2024* CANCELED	Regular Meeting	6:00 PM
December 9, 2024	Regular Meeting	6:00 PM
February 10, 2025	Regular Meeting	6:00 PM
March 10, 2025	Regular Meeting	6:00 PM
April 14, 2025	Regular Meeting	6:00 PM
May 12, 2025	Regular Meeting	6:00 PM
July 14, 2025	Regular Meeting	6:00 PM
September 8, 2025	Public Hearing and Regular Meeting	6:00 PM

Exceptions

**The November meeting date is earlier to accommodate the Veterans Day holiday.*