

Boggy Creek Improvement District

12051 Corporate Boulevard Orlando, FL 32817; Phone: 407-723-5900

www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:30 p.m. on Tuesday, May 21, 2019 at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

For those unable to attend in person, you may participate by telephone:

Phone: 1-866-398-2885

Participant Code: 275521

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the April 16, 2019 Board of Supervisors' Meeting**
- 2. **Consideration of the Minutes of the May 6, 2019 RFP Meeting to Open Responses for Landscaping and Irrigation Maintenance Services**
- 3. **Letter from Supervisor of Elections – Orange County**
- 4. **Consideration of Resolution 2019-05, Election of Officers**

Business Matters

- 5. **Consideration of Conveyance of Nemours Parkway Phase 7**
 - a. **Special Warranty Deed**
 - b. **Closing Statement**
- 6. **Consideration of District Website Agreement**
- 7. **Consideration of ADA Auditing Services Agreement**
- 8. **Consideration of Award of Landscape and Irrigation Maintenance Services – State Road 417 (Central Florida Greenway) & Lake Nona Boulevard Interchange**
 - a. **Construction Committee Recommendation**
- 9. **Consideration of Award of Landscape and Irrigation Maintenance Services – Lake Nona Boulevard South and Roadways**
 - a. **Construction Committee Recommendation**
- 10. **Consideration of Resolution 2019-06, Approving a Preliminary Budget for Fiscal Year 2020 and Setting a Public Hearing Date *[suggested date of August 20, 2019 at 3:30 p.m.]***
- 11. **Review and Acceptance of Fiscal Year 2018 Audit**
- 12. **Ratification of Requisition Nos. 2018-78 – 2018-80 Approved in April 2019 in an amount totaling \$68,691.20**
- 13. **Ratification of Operation and Maintenance Expenditures Paid in April 2019 in an amount totaling \$82,975.53**
- 14. **Recommendation of Work Authorizations/Proposed Services *(if applicable)***
- 15. **Review of District's Financial Position and Budget to Actual YTD**

Other Business



- A. Staff Reports
 - 1. District Counsel
 - 2. District Manager
 - 3. District Engineer
 - 4. Construction Supervisor
- B. Audience Comments, Supervisor Requests

Adjournment



BOGGY CREEK IMPROVEMENT DISTRICT

**Minutes of the April 16, 2019
Board of Supervisors' Meeting**

BOGGY CREEK IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, April 16, 2019 at 3:30 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey
Damon Ventura
Thad Czapka
Heather Isaacs

Chair
Vice-Chair
Assistant Secretary
Assistant Secretary

Also, attending:

Jennifer Walden
Lynne Mullins
Tucker Mackie
Jeff Newton
Larry Kaufmann
Scott Thacker
Troy Davidson
Stephen Flint

PFM
PFM
Hopping Green & Sams
Donald W. McIntosh Associates
Construction Supervisor
Construction Committee
Construction Committee
Tavistock

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey called for any public comments on any agenda items.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the March 19, 2019 Board of Supervisors' Meeting

Board Members reviewed the minutes from the March 19, 2019 Board of Supervisors' Meeting.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the March 19, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Discussion of Fiscal Year 2020 Budget

Ms. Walden explained that the Board will not be approving the preliminary budget until next month.

Dr. Levey stated that there is a big anticipated increase in landscape maintenance and material and asked if the District is waiting on contractor responses. Ms. Walden responded that is correct and the District will have those in a few weeks.

Ms. Isaacs asked if the Supervisor fees are going to increase. Ms. Walden stated that the Supervisor fees are based on four individuals. It was increased last year because two of the seats switched to residents. The Board discussed that it will need to increase.

There is no action necessary from the Board.

FIFTH ORDER OF BUSINESS

Ratification of Master Lighting Installation Upgrade and Service Agreement- Nemours Parkway Phase 7

Mr. Kaufmann explained that this came before the Board last month and staff needed to insert correct bill of materials. It was inserted and this is now the final document which is included in the agenda.

On Motion by Ms. Isaacs, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District Ratified Master Lighting Installation Upgrade and Service Agreement- Nemours Parkway Phase 7

SIXTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2018-71 – 77 Approved in March 2019 in an amount totaling \$1,080,806.80

Board Members reviewed Requisition Nos. 2018-71 – 77 approved in March 2019 in an amount totaling \$1,080,806.80.

Dr. Levey noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Mr. Ventura, second by Ms. Isaacs, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-71 – 77 approved in March 2019 in an amount totaling \$1,080,806.80.

SEVENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures

Paid in March 2019 in the amount totaling \$76,214.42

Board Members reviewed the Operation & Maintenance expenditures paid in March 2019 in the amount totaling \$76,214.42.

Ms. Walden noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Mr. Ventura, second by Ms. Isaacs, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation and Maintenance expenditures paid in March 2019 in the amount totaling \$76,214.42.

EIGHTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann had no work authorizations for this Board.

NINTH ORDER OF BUSINESS

Review of District's Financial Position and Budget to Actual YTD

Ms. Walden explained that the District has total expenses of \$327,500.00 vs. a budget of \$406,500.00. So, the District is currently under budget through March, no action is required by the Board.

TENTH ORDER OF BUSINESS

Staff Reports

District Counsel -

No Report

District Manager -

Ms. Walden noted that the next meeting is scheduled for Tuesday May 21, 2019.

District Engineer -

Mr. Newton distributed the Construction Status Memorandum (Minutes Exhibit A). Nemours West and Lift Station 10 is paved, striped, and barricaded off. The only thing that the Construction Committee is waiting on to start up the lift station is the meter.

There is a Change Order related to the irrigation controller and getting the electric to it. There are two options, with the first being hardwired electric

and the second being solar electric. The Developer has not made a final decision which way they would like to go from an aesthetic standpoint. He requested to change the recommended motion listed in the memo to authorize the change order amount not to exceed \$23,301.90 and authorize the District Engineer to execute that change order upon the decision of which option to pursue.

Mr. Newton explained that for Tavistock Lakes Boulevard and Veteran's Way intersection improvements they are still waiting on contractor as-builts to close that out.

Nemours Parkway Phase 7 curb and base are down and they should be paving next month. There are several curb ramps and crosswalks that were constructed with the first segment of Nemours Parkway but were not physically connected to the sidewalk/trail system because of the way the construction was phased. He recommends that the curb ramps on the north side of Nemours parkway be connected to the existing sidewalk/trail. He also recommends that the curb ramps on the south side should be connected to one another with temporary sidewalk segments. The Board discussed options with Mr. Newton. Ms. Isaacs is concerned with the District paying for something that may have been missed during the initial design, construction and certification by the District Engineer. Mr. Newton stated that he does not need a vote but he was looking for Board feedback and direction. Ms. Isaacs stated that she wants cost information on making the connections.

Mr. Newton stated that the only outstanding item is the requested motion on the change order.

Mr. Ventura asked if the District has other solar panels. Ms. Isaacs asked what the height would be. The District currently has no solar panels. District Staff responded that the pole will be 15 feet high. Dr. Levey asked what the O&M savings are on energy. The savings are almost nothing.

On Motion by Ms. Isaacs, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved and authorized the District Engineer to execute the Change Order of not to exceed \$23,301.90 and strongly encourage the District and Developer to go with the solar panel option as Lake Nona is supposed to be a progressive sustainable community.

Construction Supervisor -

Mr. Kaufmann stated that District Staff held a meeting about the Interchange to discuss an irrigation issue that has been before the Board for a couple years now. The past intent was to provide irrigation line replacement in order to help prevent a future irrigation line break that may cause damage to the roadway through the interchange. The District went through the design process to replace some of the pipe and in the meantime hired an Irrigation Specialist that advised the District that the line replacement was not necessary. Instead, the recommendation of the Irrigation Specialist was to install some additional air relief valves and flow control valves in lieu of replacing the PVC piping with ductile iron piping. The District does not have final pricing yet but he will bring it to the Board's attention at the next Board's meeting.

Irrigation Specialist-

No Report

ELEVENTH ORDER OF BUSINESS

**Supervisor and Audience
Comments & Adjournment**

There were no Supervisor requests or audience comments. Dr. Levey requested a motion to adjourn.

On Motion by Mr. Ventura, second by Ms. Isaacs, with all in favor, the March 19, 2019 Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

Boggy Creek Improvement District
FY 2020 Proposed O&M Budget

EXHIBIT A

	Actuals Through 03/31/2019	Anticipated 04/2019 - 09/2019	Anticipated FY 2019 Totals	FY 2019 Adopted Budget	FY 2020 Proposed Budget
<u>Revenues</u>					
Off-Roll Assessments	\$ 595,495.38	\$ 217,399.39	\$ 812,894.77	\$ 812,894.77	\$ 929,572.34
Other Income & Other Financing Sources	367.61	-	367.61	-	-
Net Revenues	\$ 595,862.99	\$ 217,399.39	\$ 813,262.38	\$ 812,894.77	\$ 929,572.34
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 2,400.00	\$ 2,400.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
Financial & Administrative					
Public Officials' Liability Insurance	3,250.00	-	3,250.00	3,575.00	3,500.00
Trustee Services	1,571.35	-	1,571.35	2,000.00	2,700.00
Management	18,750.00	18,750.00	37,500.00	37,500.00	37,500.00
Engineering	3,535.50	6,464.50	10,000.00	10,000.00	10,000.00
Dissemination Agent	1,250.00	3,750.00	5,000.00	5,000.00	5,000.00
District Counsel	7,412.51	22,587.49	30,000.00	30,000.00	30,000.00
Assessment Administration	7,500.00	-	7,500.00	7,500.00	7,500.00
Reamortization Schedules	-	-	-	-	250.00
Audit	5,923.00	-	5,923.00	3,900.00	6,500.00
Arbitrage Calculation	-	1,200.00	1,200.00	1,200.00	1,200.00
Travel and Per Diem	55.94	444.06	500.00	500.00	350.00
Telephone	35.31	214.69	250.00	250.00	350.00
Postage & Shipping	96.50	203.50	300.00	300.00	500.00
Copies	622.50	1,877.50	2,500.00	2,500.00	2,500.00
Legal Advertising	3,017.72	3,017.72	6,035.44	3,000.00	6,000.00
Bank Fees	-	-	-	50.00	-
Miscellaneous	1,671.60	1,671.60	3,343.20	1,000.00	3,000.00
Property Taxes	339.11	-	339.11	-	500.00
Web Site Maintenance	630.00	630.00	1,260.00	1,250.00	1,500.00
Holiday Decorations	802.00	-	802.00	-	1,000.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Total General & Administrative Expenses	\$ 59,038.04	\$ 63,211.06	\$ 122,249.10	\$ 114,500.00	\$ 124,825.00

Boggy Creek Improvement District
FY 2020 Proposed O&M Budget

	Actuals Through 03/31/2019	Anticipated 04/2019 - 09/2019	Anticipated-FY 2019 Totals	FY 2019 Adopted Budget	FY 2020 Proposed Budget
<u>Field Operations Expenses</u>					
Electric Utility Services					
Electric	\$ 986.58	\$ 1,013.42	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Entry Lighting	-	500.00	500.00	500.00	500.00
Water-Sewer Combination Services					
Water Reclaimed	14,910.80	20,089.20	35,000.00	35,000.00	45,000.00
Other Physical Environment					
General Insurance	3,687.00	-	3,687.00	4,050.00	4,050.00
Property & Casualty	3,322.00	-	3,322.00	100.00	3,500.00
Other Insurance	-	-	-	500.00	500.00
Irrigation	13,115.80	16,884.20	30,000.00	30,000.00	-
Irrigation Repairs	-	-	-	-	50,000.00
Landscaping Maintenance & Material	107,748.00	107,748.00	215,496.00	215,496.00	300,000.00
Other Landscape Maintenance	-	-	-	-	-
Landscape Improvements	1,950.00	1,950.00	3,900.00	47,504.00	55,000.00
Tree Trimming	48,658.25	48,658.25	97,316.50	40,000.00	40,000.00
Hurricane Cleanup	-	11,030.13	11,030.13	20,000.00	20,000.00
Contingency	1,550.00	28,450.00	30,000.00	30,000.00	22,698.10
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	1,628.23	1,816.77	3,445.00	3,445.00	3,445.00
IME - Irrigation Repair	847.26	31,652.74	32,500.00	32,500.00	9,750.00
IME - Landscaping	41,170.97	41,170.97	82,341.94	79,673.10	84,987.50
IME - Lighting	1,654.60	18,345.40	20,000.00	20,000.00	20,000.00
IME - Miscellaneous	1,378.32	1,378.32	2,756.64	-	1,499.88
IME - Water Reclaimed	426.52	2,823.48	3,250.00	3,250.00	3,000.00
Road & Street Facilities					
Entry and Wall Maintenance	1,050.00	8,950.00	10,000.00	10,000.00	10,000.00
Streetlights	24,697.86	57,302.14	82,000.00	82,000.00	86,390.20
Parks & Recreation					
Personnel Leasing Agreement	-	-	-	20,000.00	20,000.00
Reserves					
Infrastructure Capital Reserve	-	20,166.67	20,166.67	20,166.67	20,166.67
Interchange Maintenance Reserve	-	2,360.00	2,360.00	2,360.00	2,360.00
Total Field Operations Expenses	\$ 268,782.19	\$ 422,289.69	\$ 691,071.88	\$ 698,544.77	\$ 804,847.34
Total Expenses	\$ 327,820.23	\$ 485,500.75	\$ 813,320.98	\$ 813,044.77	\$ 929,672.34
Income (Loss) from Operations	\$ 268,042.76	\$ (268,101.36)	\$ (58.60)	\$ (150.00)	\$ (100.00)
<u>Other Income (Expense)</u>					
Interest Income	\$ 29.30	\$ 29.30	\$ 58.60	\$ 150.00	\$ 100.00
Total Other Income (Expense)	\$ 29.30	\$ 29.30	\$ 58.60	\$ 150.00	\$ 100.00
Net Income (Loss)	\$ 268,072.06	\$ (268,072.06)	\$ -	\$ -	\$ -



**DONALD W. MCINTOSH
ASSOCIATES, INC.**

MEMORANDUM

EXHIBIT B

DATE: April 16, 2019

TO: Boggy Creek Improvement District
Board of Supervisors

FROM: Donald W. McIntosh Associates, Inc.
District Engineer

RE: Construction Contract Status

Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity. Copies of the latest Change Order logs are attached.

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

Lake Nona Nemours Parkway West and Lift Station No. 10 – Jon M. Hall Company

Construction Status: Paving of the roadway and asphalt trail have been completed. Lift station concrete pads have been installed and fencing around the station has been completed. The generator and fuel tank have been installed and connected in preparation for startup testing with the City. Contractor anticipates substantial completion by the end of April 2019, pending OUC electric power start up schedule. OUC is currently scheduled to install the electric meter to the lift station by the middle of this week.

Change Order (C.O.) Status: Change Order No. 16 for additional sod and electrical service to the irrigation controller in the additive amount of either:

- Option 1: Hardwired electrical service – \$23,301.90 and add 60 days
- Option 2: Solar Panel Assembly – \$13,764.90 and add 10 days

Recommended Motion: Approve and authorize the District Engineer to execute Change Order No. 16 in a not-to-exceed amount (cost and time) based on the option selected by the Board.

Lake Nona Boulevard Intersection Modifications: Tavistock Lakes Boulevard and Veterans Way – Jon M. Hall Company

Construction Status: This project is in close-out, with the engineer's certification of completion pending receipt of City ESM compliant as-builts.

Change Order (C.O.) Status: None at this time.

Recommended Motion: None at this time.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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Memorandum

*Re: Boggy Creek Improvement District
Construction Contract Status*

April 16, 2019

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Nemours Parkway Phase 7 – Jr. Davis Construction, Inc.

Construction Status: Installation of underground storm and sanitary sewer systems and pressure utilities (i.e., potable and reclaimed water systems) have been completed and pressure testing is in process. Contractor has completed installation of curb and gutter and lime rock base. Application of prime coat is ongoing, and the first lift of asphalt is scheduled to be placed on May 13, 2019.

There are existing curb ramps and cross walks that were constructed with the initial phase of Nemours Parkway, west of Barish Avenue, that are not currently connected to the sidewalk/trail system (see attached aerial photograph). Direction from the Board concerning these ramps is requested.

Change Order (C.O.) Status: None at this time.

Recommended Motion: None at this time.

Should there be any questions, please advise.

Thank you.

End of memorandum.

c: Larry Kaufmann
Scott Thacker
Troy Davidson
Rene Schneider
Lance Jackson
James C. Nugent
Tarek Fahmy



LAKE NONA SOUTH
Boggy Creek Improvement District
Nemours Parkway West and Lift Station No. 10
Jon M. Hall Company
Change Order Log

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 1/5/18	To Board	Approval Date	Notes
						\$9,231,392.00			
<u>1</u> (RCO 1)	2/20/2018	Change Order per revised plans 12/18/17 - 1/4/18, and add 15 days	15	\$14,124.25	Approved	\$9,245,516.25	2/20/2018	2/20/2018	
<u>2</u> (RCO 2)	2/23/2018	Add Turn Lane Modifications at Tavistock Blvd and at Vetrans Way	15	\$132,054.00	Approved	\$9,377,570.25	2/20/2018	2/20/2018	
<u>3</u> (RCO 5)	3/22/2018	Direct Owner Purchase Materials - Mack \$172,274.38, Ferguson \$854,545.14, Rinker \$279,532.54	0	(\$1,306,352.06)	Approved	\$8,071,218.19	4/17/2018	4/17/2018	
<u>4</u> (RCO 3)	2/20/2018	Change order Per Plan Revision dated 2/19/18. (For City requested changes to access road and precast materials.)	10	\$132,157.52	Approved	\$8,203,375.71	6/19/2018	6/19/2018	
<u>5</u> (RCO 7)	5/4/2018	Change Subcontractor for Telecom Conduit (telecom conduit to be funded by developer)	0	(\$103,532.32)	Approved	\$8,099,843.39	6/19/2018	6/19/2018	
<u>6</u> (RCO 4)	4/3/2018	Off-site road modifications per City plan review comments.	15	\$75,421.10	Approved	\$8,175,264.49	6/19/2018	6/19/2018	
<u>7</u> (RCO 6)	5/4/2018	Utility stub-outs requested by the Town Center engineer.	5	\$27,142.20	Approved	\$8,202,406.69	7/17/2018	7/17/2018	
<u>8</u> (RCO 8)	6/8/2018 revised on 7/31/18	Addition of median to Nemours West and associated changes.	55	\$263,540.66	Approved	\$8,465,947.35	8/23/2018	8/23/2018	
<u>9</u> (RCO 11)	8/14/2018	Landscape / Irrigation revised irrigation fittings	0	\$20,126.64	Approved	\$8,486,073.99	8/23/2018	8/23/2018	
<u>10</u> (RCO 12)	8/15/2018	Forcemain Wet Relocation	3	\$10,187.40	Approved	\$8,496,261.39	8/23/2018	8/23/2018	
<u>11</u> (RCO 10)	7/17/2018	Landscape / Irrigation revised Landscape plans	20	\$25,717.62	Approved	\$8,521,979.01	10/16/2018	10/16/2018	
<u>12</u> (RCO 13)	8/24/2018	Add paving per revision #6, Add water per RFI #26, Add sleeving per Owners request.	2	\$6,262.80	Approved	\$8,528,241.81	10/16/2018	10/16/2018	
<u>13</u> (RCO 16)	10/16/2018	Earthwork - Soil Fracturing	10	\$14,141.28	Approved	\$8,542,383.09	10/16/2018	10/16/2018	
<u>14</u> (email)	11/9/2018	Add Stop Bar	0	\$1,600.00	Approved	\$8,543,983.09	11/19/2018	11/19/2018	

LAKE NONA SOUTH
Boggy Creek Improvement District
Nemours Parkway West and Lift Station No. 10
Jon M. Hall Company
Change Order Log

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 1/5/18	To Board	Approval Date	Notes
15 (RCO 19)	2/21/2019	Install HC Ramps at lift station drive per RFI #38	2	\$3,570.00	Pending	\$8,547,553.09	3/19/2019	3/19/2019	
16 (RCO 20)	4/11/2019	Option 1: Hardwired electrical service – \$23,301.90 and add 60 days or Option 2: Solar Panel Assembly – \$13,764.90 and add 10 days			Pending		4/16/2019		



JON M. HALL
COMPANY
Site Development Since 1974

PROPOSAL DATE: 4/11/2019

RCO# 20 Rev 1

PROJECT: Lake Nona Nemours Pkwy West & Lift Station 10

OWNER: BCID

C/O:
Donald W. McIntosh Inc
2200 Park Ave North
Winter Park, FL 32789-2355

ATTN: Jeff Newton, P.E.
EMAIL: jnewton@dwma.com
PHONE 407-644-4068

ITEM	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
01		Landscape - Electrical Service at Lift Station - Option 1				

1.01	11.150	Additional Landscape Sod	1	LS	\$ 2,145.00	\$ 2,145.00
1.02	13.200	Electrical Sub (Option 1)	1	LS	\$ 20,700.00	\$ 20,700.00

SUBTOTAL	\$ 22,845.00
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Bond Rate Added	2%	\$ 456.90
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TOTAL	\$ 23,301.90
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01		Landscape - Electrical Service at Lift Station - Option 2				
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1.01	11.150	Additional Landscape Sod	1	LS	\$ 2,145.00	\$ 2,145.00
1.03	13.200	Solar Panel Assembly (Option 2)	1	LS	\$ 11,350.00	\$ 11,350.00

SUBTOTAL	\$ 13,495.00
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Bond Rate Added	2%	\$ 269.90
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TOTAL	\$ 13,764.90
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This Contract Change Order will change the Duration of this Project By:

See below
Notes Days

QUALIFICATIONS:

- 1) pricing above established from Punch List Walk items on 03/15/19
- 2) Electrical Sub price includes Permit, GFI WP Receptacle, wiring for irrigation controller, underground feeder to existing OUC 480 volt transformer and panel, meter and switchgear. If option 1 is chosen we need to add 60 days to contract.
- 3) If option 2 is chosen then we need to add 10 Days to contract

Please see below, for the running total of the Change Orders for this Project to date.



PROPOSAL DATE: 4/11/2019

RCO# 20 Rev 1

PROJECT: Lake Nona Nemours Pkwy West & Lift Station 10

OWNER: BCID

C/O:
Donald W. McIntosh Inc
2200 Park Ave North
Winter Park, FL 32789-2355

ATTN: Jeff Newton, P.E.
EMAIL: jnewton@dwma.com
PHONE 407-644-4068

Sincerely,

Proposal Accepted By:

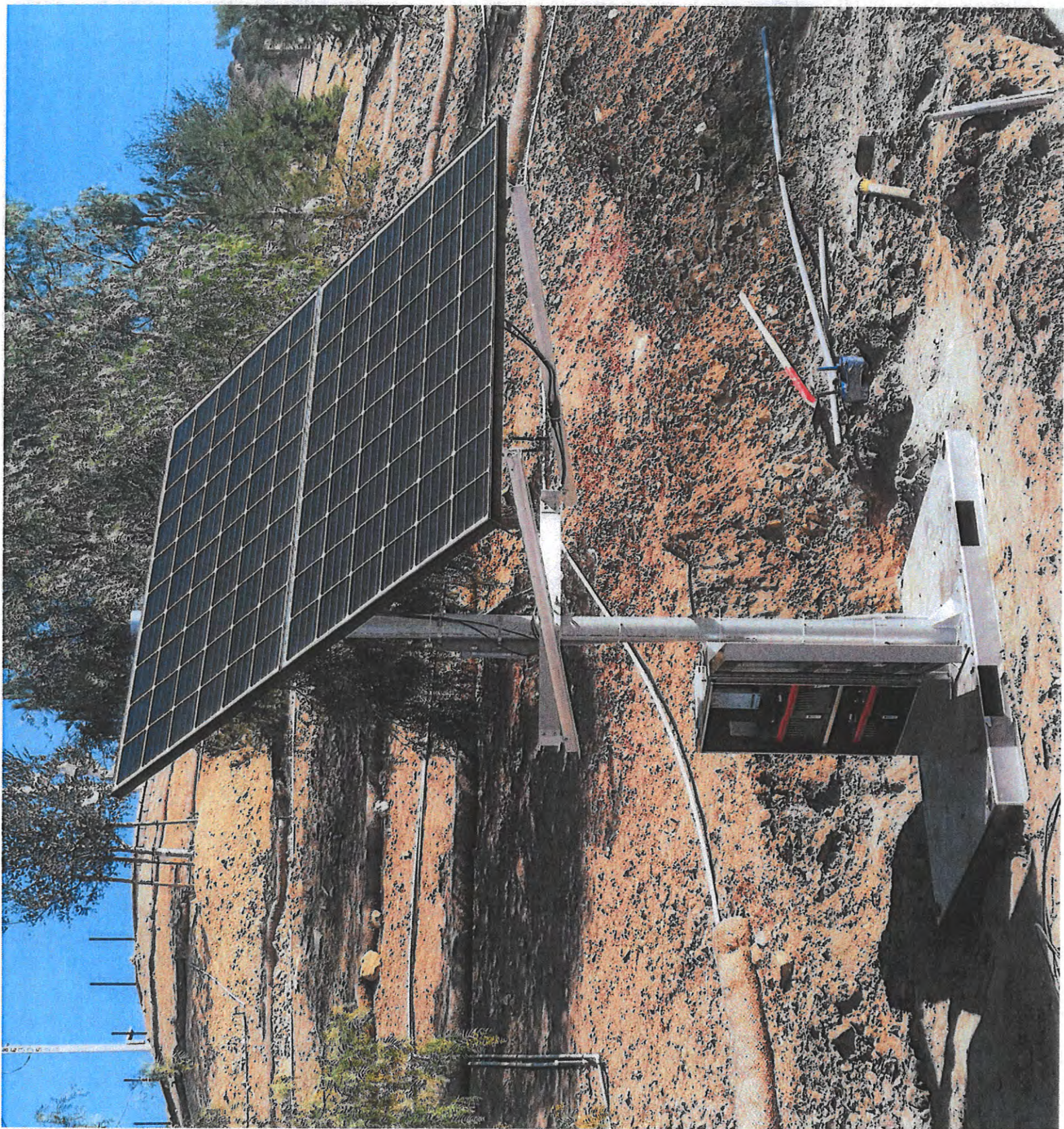
OWNER: BCID

Phillip Hartmann, Project Manager
Jon M. Hall Company
1920 Boothe Circle, Suite 230
Longwood, FL 32750
Phone 407 215-0410
Fax 407 215-0411
www.jonmhallcompany.com
PHartmann@jonmhallcompany.com

Date	Authorized Signature	Printed Name
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I/We as authorized representative of the owner accept this proposal and qualifications therein and direct Jon M Hall Company to proceed with the work. Client shall pay all attorneys fees associated with collection of any unpaid balances.
Client shall pay interest in the amount of 18% per annum on overdue balance. Payment Terms: Net 10 days from the date of the invoice.

Original Contract Sum	\$ 9,231,392.00
Prior Approved Change Order 1	\$ 14,124.25
Prior Approved Change Order 2	\$ 132,054.00
Prior Approved Change Order 3	\$ (1,306,352.06)
Prior Approved Change Order 4	\$ 132,157.52
Prior Approved Change Order 5	\$ (103,532.32)
Prior Approved Change Order 6	\$ 75,421.10
Prior Approved Change Order 7	\$ 27,142.20
Prior Approved Change Order 8	\$ 263,540.66
Prior Approved Change Order 9	\$ 20,126.64
Prior Approved Change Order 10	\$ 10,187.40
Prior Approved Change Order 11	\$ 25,717.62
Prior Approved Change Order 12	\$ 6,262.80
Prior Approved Change Order 13	\$ 14,141.28
Prior Approved Change Order 14	\$ 1,600.00
Prior Approved Change Order 15	\$ 3,570.00
Contract will be changed by this Change Order in the Amount of	\$ 23,301.90
New Contract Sum	\$ 8,570,854.99

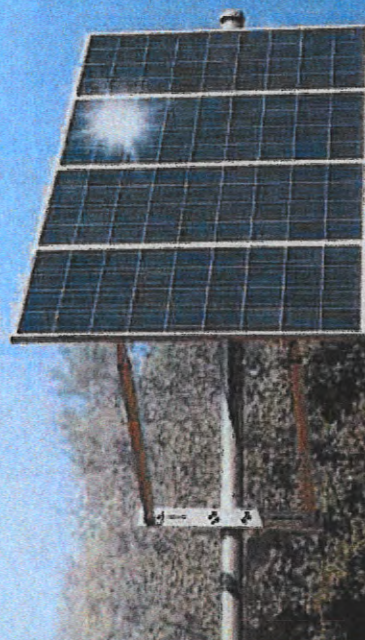


GT Solar

Assemblies

Solar Technology

Green Tech Solar Assemblies harness the sun's energy to provide continuous 110VAC power for a variety of irrigation, lighting, communication and pump controls. These environmentally friendly assemblies consist of a solar array and pole mounting bracket, with pre-wired batteries, charge controller and inverter assembled into your choice of stainless steel pad-lockable enclosures. Our solar energy solutions are designed to provide a reliable, permanent, long-term source of power for many applications, located both on and off the grid.



*Solar Powered
Irrigation Controllers*



800-427-0779

www.greentech.siteone.com

Hyundai Solar Module | MG-Series |

• Mono-crystalline Type

HiS-S250MG | HiS-S255MG | HiS-S260MG

Premium

Mechanical Characteristics

Dimensions	983 mm (38.7") (W) × 1645 mm (64.76") (L) × 35 mm (1.38") (H)
Weight	Approx. 19.0 kg (41.9 lbs)
Solar cells	60 cells in series (6 × 10 matrix)
Output cables	4 mm ² (12AWG) cables with polarized weatherproof connectors, IEC certified (UL listed), Length 1.0 m (39.4")
Junction box	IP65, weatherproof, IEC certified (UL listed)
Bypass diodes	3 bypass diodes to prevent power decrease by partial shade
Construction	Front : High transmission low-iron tempered glass, 3.2 mm (0.126") Encapsulant : EVA Back Sheet : Weatherproof film
Frame	Clear anodized aluminum alloy type 6063

High Quality

- IEC 61215 (Ed.2) and IEC 61730 by TÜV Rheinland
- UL listed (UL 1703), Class C Fire Rating
- Output power tolerance +3/-0%
- ISO 9001:2000 and ISO 14001:2004 Certified
- Advanced Mechanical Test (5,400 Pa) Passed (IEC)
- Mechanical Load Test (40 lbs/ft²) Passed (UL)
- Ammonia Corrosion Resistance Test Passed
- IEC 61701 (Salt Mist Corrosion Test) Passed

Limited Warranty

- 10 years for product defect
- 10 years for 90% of warranted min. power
- 25 years for 80% of warranted min. power

Fast and Inexpensive Mounting

- Delivered ready for connection
- Pre-confectioned cables
- IEC (UL) certified and weatherproof connectors
- Integrated bypass diodes

※ Important Notice on Warranty

The warranties apply only to the PV modules with Hyundai Heavy Industries Co., Ltd.'s logo (shown below) and product serial number on it.



Qualified, IEC 61215
Safety tested,
IEC 61730
Periodic inspection



HYUNDAI
HEAVY INDUSTRIES CO., LTD.

Electrical Characteristics

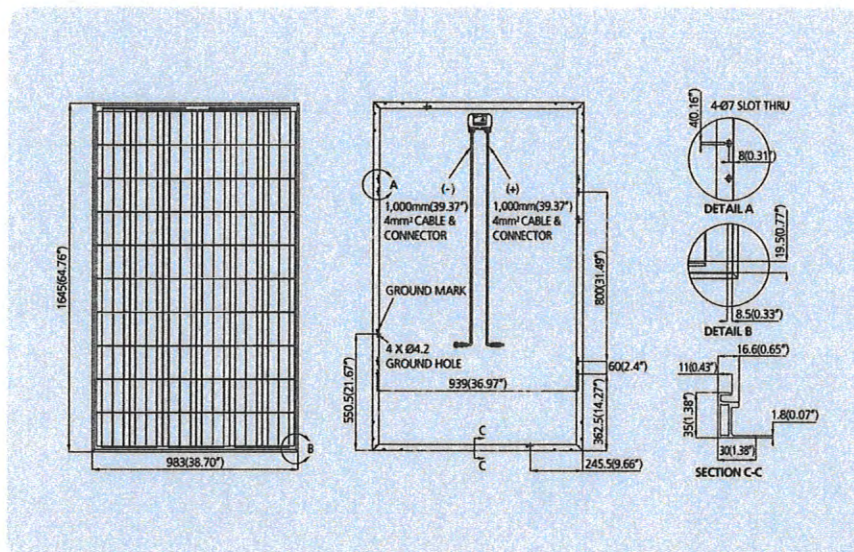
I Mono-crystalline Type I

		HIS-S□□□MG		
		250	255	260
Nominal output (Pmpp)	W	250	255	260
Voltage at Pmax (Vmpp)	V	30.5	30.8	31.0
Current at Pmax (Impp)	A	8.2	8.3	8.4
Open circuit voltage (Voc)	V	37.5	37.7	37.8
Short circuit current (Isc)	A	8.7	8.8	8.9
Output tolerance	%	+3/-0		
No. of cells & connections	pcs	60 in series		
Cell type	-	6" Mono-crystalline silicon		
Module efficiency	%	15.5	15.8	16.1
Temperature coefficient of Pmpp	%/K	-0.45	-0.45	-0.45
Temperature coefficient of Voc	%/K	-0.33	-0.33	-0.33
Temperature coefficient of Isc	%/K	0.032	0.032	0.032

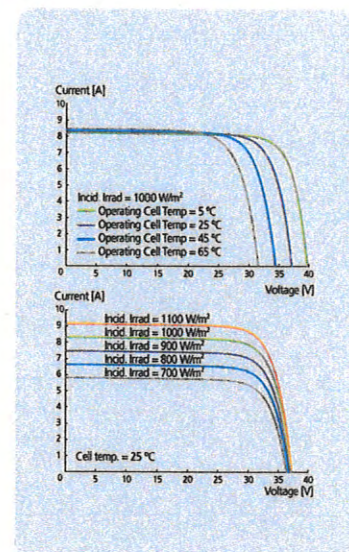
※ All data at STC (Standard Test Conditions). Above data may be changed without prior notice.

I Module Diagram I

(unit : mm, Inch)



I I-V Curves I



I Installation Safety Guide I

Only qualified personnel should install or perform maintenance.
Be aware of dangerous high DC voltage.
Do not damage or scratch the rear surface of the module.
Do not handle or install modules when they are wet.

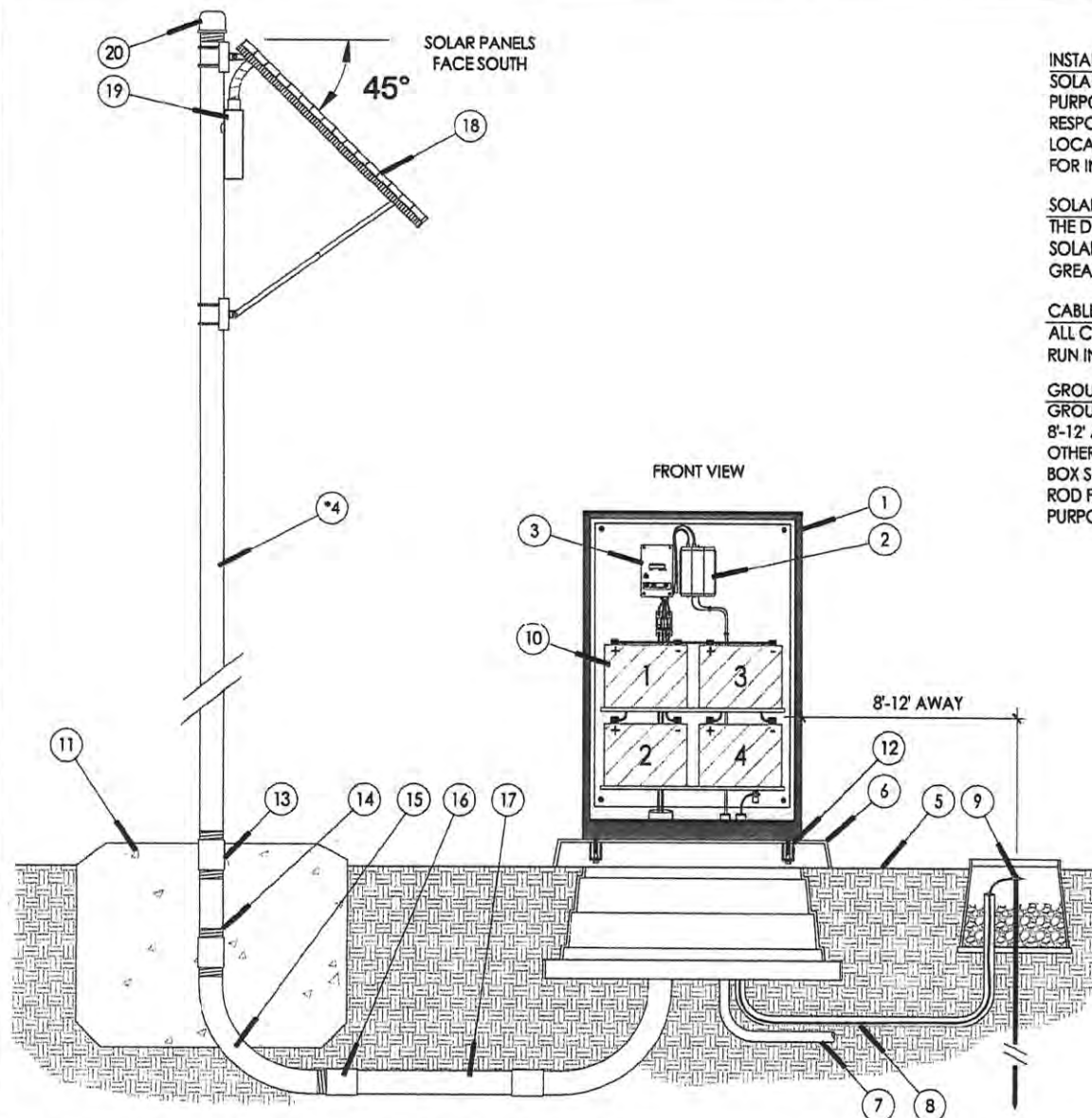
For product or purchasing inquiries contact:

www.ecodirect.com

ecoDIRECT
CLEAN ENERGY SOLUTIONS

Nominal Operating Cell Temperature	46 °C ± 2
Operating Temperature	-40 - 85 °C
Maximum System Voltage	DC 1,000 V (IEC)
Maximum Reverse Current	DC 600 V (UL)
	15 A

HYUNDAI
HEAVY INDUSTRIES CO., LTD.



INSTALLATION NOTE:
SOLAR DETAIL IS TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL LOCAL CONSTRUCTION AND SAFETY CODES FOR INSTALLATION OF THE SOLAR PANEL.

SOLAR PANEL LOCATION NOTE:
THE DISTANCE FROM SOLAR PANEL POLE TO SOLAR ASSEMBLY ENCLOSURE SHALL BE NO GREATER THAN 12'.

CABLE AND WIRE NOTE:
ALL CABLES AND ELECTRICAL WIRES MUST BE RUN IN CONDUIT.

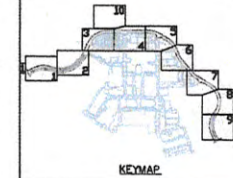
GROUNDING NOTE:
GROUND ROD SHALL BE LOCATED BETWEEN 8'-12' AWAY FROM ENCLOSURE UNLESS OTHERWISE SPECIFIED. A 10" ROUND VALVE BOX SHALL BE INSTALLED OVER THE GROUND ROD FOR LOCATION AND MAINTENANCE PURPOSES.

- ① 24" STRONGBOX STAINLESS STEEL NEMA 3R RAINPROOF ENCLOSURE AND SOLAR ASSEMBLY BY JDGT.
- ② POWER INVERTER.
- ③ CHARGE CONTROLLER.
- ④ *1 TO 2 PANELS, INSTALL 15' x 3" GALVANIZED POLE.
*3 TO 4 PANELS, INSTALL 15' x 4" GALVANIZED POLE.
- ⑤ FINISHED GRADE.
- ⑥ ENCLOSURE MOUNTING PAD (EMP) STRONGBOX QUICK-PAD. FILL WITH 3/4" CRUSHED ROCK.
- ⑦ 1-1/2" ELECTRICAL CONDUIT AND SWEEP ELL FOR 120 VAC POWER LINE TO CONTROLLER.
- ⑧ 1-1/2" PVC CONDUIT AND SWEEP ELL WITH #6 GROUND WIRE TO EXTERNAL GROUND ROD LOCATION.
- ⑨ UL LISTED 5/8" x 8' GROUND ROD WITH #6 GROUND WIRE AND CLAMP INSTALLED INSIDE 10" ROUND VALVE BOX.
- ⑩ BATTERIES FOR POWER STORAGE. NUMBER OF BATTERIES BASED ON POWER REQUIREMENT.
- ⑪ 3' x 3' x 3' CONCRETE FOOTING FOR GALVANIZED POLE WITH SOLAR PANELS.
- ⑫ STRONG BOX QUICK PAD ANCHOR BOLTS.
- ⑬ GALVANIZED COUPLING. SIZE PER POLE DIAMETER.
- ⑭ GALVANIZED PIPE AND FITTINGS AS NECESSARY. SIZE PER POLE DIAMETER.
- ⑮ GALVANIZED SWEEP ELL. SET IN CONCRETE FOOTING. SIZE PER POLE DIAMETER.
- ⑯ PVC FEMALE ADAPTER OR REDUCING BUSHING TO CONVERT FROM GALVANIZED TO 3" PVC CONDUIT.
- ⑰ 3" PVC CONDUIT FOR SOLAR POWER CABLES.
- ⑱ MOUNT SOLAR PANEL ON GALVANIZED POLE WITH BRACKET PROVIDED BY JDGT. POLE NOT INCLUDED.
- ⑲ COMBINER BOX WITH CIRCUIT BREAKERS ATTACHED TO POLE FOR SOLAR WIRING.
- ⑳ GALVANIZED END CAP. SIZE PER POLE DIAMETER.

24"W x 36"H, STRONGBOX: SB-24SS OR SB-24DSS
FRONT ENTRY WITH QUICKPAD: EMP-24 OR EMP-24D

③ SOLAR ASSEMBLY - 500 SERIES

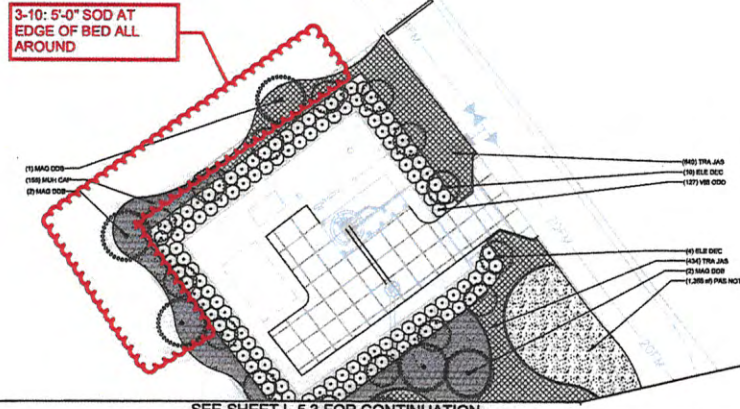
NOTE:
AT ALL PROJECT SITE ENTRANCES, CLEAR SIGHT DISTANCES FOR DRIVERS AND PEDESTRIANS SHALL NOT BE BLOCKED BY SIGNS, BUILDINGS, BUILDING COLUMNS, LANDSCAPING, OR OTHER VISUAL IMPEDIMENT SHALL OBSTRUCT VISION BETWEEN 3' AND 8' IN HEIGHT ABOVE STREET LEVEL. THE CONTRACTOR SHALL ADHERE TO THE FLORIDA GREENBOOK REQUIREMENTS FOR SIGHT DISTANCE AT INTERSECTIONS. LANDSCAPING LOCATED WITHIN THE INTERSECTION TRIANGLES SHALL BE INSTALLED IN ACCORDANCE TO THE FOOT DESIGN STANDARDS INDEX 546 AND LANDSCAPE MATERIAL TO BE MAINTAINED IN ACCORDANCE WITH FLORIDA GREENBOOK.



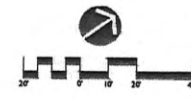
PLANT LEGEND

TREES	CODE	COMMON NAME
	ELE DEC	Japanese Blueberry Tree
	MAG DOB	Southern Magnolia
	QUA RTE	Shewart Redbud Live Oak
SHRUB TREES	CODE	COMMON NAME
	LVY NET	White Fan Palm
	STN REG	Red Of Poinsettia
	VBI ODO	Small Vitumnus
SHRUBS	CODE	COMMON NAME
	ELE BTO	Desert Yucca
	MAG GAP	Pink Shrub
	POD PIR	Desert Poinsettia
	ZAM PALM	Coconut
GROUND COVERS	CODE	COMMON NAME
	TRA JAS	Caribbean Jasmine
ROCKS	CODE	COMMON NAME
	PAS HOT	Irish Moss (Mossy)
	RTS SEC	St. Augustine

3-10: 5'-0" SOD AT
EDGE OF BED ALL
AROUND



LIGHT LEGEND:
OUC SINGLE COBRA STREET LIGHT TO MATCH EXISTING STREET LIGHTS ON NEMOURS PARKWAY. (INSTALL BY OUC)
OUC DOUBLE COBRA STREET LIGHT TO MATCH EXISTING STREET LIGHTS ON NEMOURS PARKWAY. (INSTALL BY OUC)



SEE SHEET L-5.4 FOR CONTINUATION

SEE SHEET L-5.3 FOR CONTINUATION

LandDesign
100 South Orange Ave., Suite 300
Orlando, FL 32801
V: 407.737.2000
www.LandDesign.com

KRISTEN A. SICILIANO
FL REG. LANDSCAPE ARCHITECT
A.19.2016
DATE

LAKE NONA TOWN CENTER
LOOP ROAD
CITY OF ORLANDO, FLORIDA
LANDSCAPE PLAN

REVISIONS:
DATE: 08.08.2017 BY: 01 -
08.29.2017 RESPONSE TO COMMENTS - CYCLE 1
09.15.2017 RESPONSE TO COMMENTS - CYCLE 2
08.12.2018 CHANGE ORDER
SHEET 4-5.10

NOT FOR CONSTRUCTION

LAKE NONA SOUTH
Boggy Creek Improvement District
Lake Nona Blvd. Traffic Signal Modification at Tavistock Lakes Blvd and Veterans Way Roadway
Change Order Log
Jon M. Hall Company

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes

**LAKE NONA SOUTH
Greeneway Improvement District
Nemours Parkway Phase 7
Change Order Log
Jr. Davis**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$6,312,276.78			
1	2/8/2019	Contract adjustment for revision to include scope of work for addendums/plans issued after bid date.		\$ 161,445.97	Approved	\$ 6,473,722.75	2/19/2019	2/19/2019	

BOGGY CREEK IMPROVEMENT DISTRICT

**Minutes of the April 16, 2019
RFP Meeting to Open Responses for Landscaping
and Irrigation Maintenance Services**

**FAMILY OF LAKE NONA IMPROVEMENT DISTRICTS -
GREENEWAY IMPROVEMENT DISTRICT, BOGGY CREEK IMPROVEMENT DISTRICT & MYRTLE CREEK
IMPROVEMENT DISTRICT**

MEETING MINUTES

PUBLIC MEETING TO OPEN RFP RESPONSES FOR LANDSCAPING AND IRRIGATION MAINTENANCE SERVICES

FIRST ORDER OF BUSINESS

The Landscaping and Irrigation Maintenance Services Bid Opening meeting for the Family of Lake Nona Improvement Districts – Greenway ID, Boggy Creek ID and Myrtle Creek ID was called to order on Monday, May 6, 2019 at 10:00 a.m. at the offices of PFM Group Consulting, LLC, located at 12051 Corporate Blvd., Orlando, FL 32817. Those in attendance are outlined below:

Jennifer Walden	PFM
Lynne Mullins	PFM
Jason Smith	Down to Earth
Chris Denmison	Cepra Landscape
Derek Ryan	OmegaScapes
JC Guillen	BrightView Landscape

SECOND ORDER OF BUSINESS

Bid Opening

Ms. Walden stated that six sealed bids had been received in response to the published request for proposals. Ms. Walden then opened each of the sealed bids and read the proposer's name, date bid was received and the bid amounts for each section onto the record. Ms. Walden read the following:

<i>Name of Proposer</i>	Helping Hand Lawn Care	Carol King Landscape Maintenance Inc.	Down to Earth Landscape & Irrigation	OmegaScapes	Cepra Landscape	BrightView Landscape Services
Date of Submission	May 6, 2019 at 8:33 am	May 6, 2019 at 8:33 am	May 6, 2019 at 9:15 am	May 6, 2019 at 8:30 am	May 6, 2019 at 9:30 am	May 3, 2019 at 3:35 pm
<i>Name of Proposer</i>	Helping Hand Lawn Care	Carol King Landscape Maintenance Inc.	Down to Earth Landscape & Irrigation	OmegaScapes	Cepra Landscape	BrightView Landscape Services
Greenway ID Section #1 Bid Term 1 - FY 19-20	\$20,988.00	\$50,400.00	\$52,020.00	\$83,880.00	\$48,129.00	\$62,040.00

Term 2 - FY 20-21	\$20,988.00	\$50,400.00	\$52,020.00	\$86,400.00	\$48,129.00	\$62,040.00
Term 3 - FY 21-22	\$20,988.00	\$51,924.00	\$52,020.00	\$88,992.00	\$49,551.00	\$63,901.00
Section #2 Bid						
Term 1 - FY 19-20	\$112,965.00	\$180,144.00	\$145,950.00	\$201,396.00	\$125,232.00	\$189,181.00
Term 2 - FY 20-21	\$112,965.00	\$180,144.00	\$145,950.00	\$207,432.00	\$125,232.00	\$189,181.00
Term 3 - FY 21-22	\$112,965.00	\$185,556.00	\$145,950.00	\$213,660.00	\$129,117.00	\$194,855.00
Section #3 Bid						
Term 1 - FY 19-20	\$93,996.00	\$96,780.00	\$47,684.00	\$97,224.00	\$81,768.00	\$76,992.00
Term 2 - FY 20-21	\$93,996.00	\$96,780.00	\$47,684.00	\$100,140.00	\$81,768.00	\$76,992.00
Term 3 - FY 21-22	\$93,996.00	\$99,684.00	\$47,684.00	\$103,140.00	\$84,480.00	\$79,302.00
Combined Bid						
Term 1 - FY 19-20	\$227,949.00	\$327,324.00	\$245,654.00	\$382,500.00	\$255,129.00	\$328,213.00
Term 2 - FY 20-21	\$227,949.00	\$327,324.00	\$245,654.00	\$393,975.00	\$255,129.00	\$328,213.00
Term 3 - FY 21-22	\$227,949.00	\$337,164.00	\$245,654.00	\$405,792.00	\$263,148.00	\$338,059.00

<i>Name of Proposer</i>	Helping Hand Lawn Care	Carol King Lanscape Maintenance Inc.	Down to Earth Landscape & Irrigation	OmegaScapes	Cepra Landscape	BrightView Landscape Services
Myrtle Creek Section #1 Bid						
Term 1 - FY 19-20	\$150,348.00	\$217,380.00	\$220,285.00	\$288,708.00	\$205,650.00	\$243,372.00
Term 2 - FY 20-21	\$150,348.00	\$217,380.00	\$220,285.00	\$297,372.00	\$205,650.00	\$243,372.00
Term 3 - FY 21-22	\$150,348.00	\$223,896.00	\$220,285.00	\$306,288.00	\$214,077.00	\$250,673.00
Section #2 Bid						
Term 1 - FY 19-20	\$35,184.00	\$37,020.00	\$42,210.00	\$56,292.00	\$32,496.00	\$45,861.00
Term 2 - FY 20-21	\$35,184.00	\$37,020.00	\$42,210.00	\$57,984.00	\$32,496.00	\$45,861.00
Term 3 - FY 21-22	\$35,184.00	\$38,136.00	\$42,210.00	\$59,724.00	\$33,768.00	\$47,237.00
Combined Bid						
Term 1 - FY 19-20	\$185,532.00	\$254,400.00	\$262,495.00	\$345,000.00	\$238,146.00	\$289,233.00
Term 2 - FY 20-21	\$185,532.00	\$254,400.00	\$262,495.00	\$355,320.00	\$238,146.00	\$289,233.00
Term 3 - FY 21-22	\$185,532.00	\$262,032.00	\$262,495.00	\$365,976.00	\$247,845.00	\$297,900.00

<i>Name of Proposer</i>	Helping Hand Lawn Care	Carol King Lanscape Maintenance Inc.	Down to Earth Landscape & Irrigation	OmegaScapes	Cepra Landscape	BrightView Landscape Services
Boggy Creek ID - Interchange						
Term 1 - FY 19-20	\$176,304.00	\$209,496.00	\$242,408.00	\$237,000.00	0.00	\$292,092.00
Term 2 - FY 20-21	\$176,304.00	\$209,496.00	\$242,408.00	\$244,342.00	\$0.00	\$292,092.00
Term 3 - FY 21-22	\$176,304.00	\$215,784.00	\$242,408.00	\$251,424.00	\$0.00	\$300,855.00

<i>Name of Proposer</i>	Helping Hand Lawn Care	Carol King Lanscape Maintenance Inc.	Down to Earth Landscape & Irrigation	OmegaScapes	Cepra Landscape	BrightView Landscape Services
Boggy Creek ID - Internal Roadway Section #1 Bid						
Term 1 - FY 19-20	\$148,320.00	\$199,800.00	\$220,950.00	\$286,716.00	\$171,123.00	\$278,639.00
Term 2 - FY 20-21	\$148,320.00	\$199,800.00	\$220,950.00	\$295,308.00	\$171,123.00	\$278,639.00
Term 3 - FY 21-22	\$148,320.00	\$205,800.00	\$220,950.00	\$304,164.00	\$175,848.00	\$286,999.00
Section #2 Bid						
Term 1 - FY 19-20	\$65,520.00	\$116,040.00	\$75,230.00	\$113,280.00	\$57,453.00	\$93,350.00
Term 2 - FY 20-21	\$65,520.00	\$116,040.00	\$75,230.00	\$116,676.00	\$57,453.00	\$93,350.00
Term 3 - FY 21-22	\$65,520.00	\$119,520.00	\$75,230.00	\$120,180.00	\$59,571.00	\$96,150.00
Combined Bid						
Term 1 - FY 19-20	\$213,840.00	\$315,840.00	\$296,180.00	\$399,996.00	\$228,576.00	\$371,989.00
Term 2 - FY 20-21	\$213,840.00	\$315,840.00	\$296,180.00	\$411,996.00	\$228,576.00	\$371,989.00
Term 3 - FY 21-22	\$213,840.00	\$325,320.00	\$296,180.00	\$423,996.00	\$234,717.00	\$383,149.00

THIRD ORDER OF BUSINESS

Adjournment

With no other business to be discussed, the Bid Opening meeting was adjourned.

Secretary/Assistant Secretary

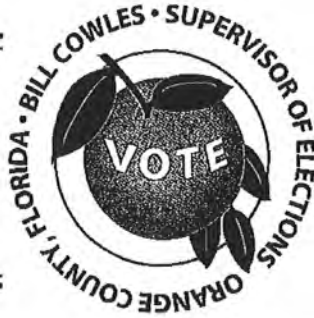
Chairperson/Vice-Chairperson

BOGGY CREEK IMPROVEMENT DISTRICT

**Letter from Supervisor of Elections
-Orange County**

BILL COWLES

Supervisor of Elections
Orange County, Florida



OUR MISSION IS TO:

*Ensure the integrity of the electoral process.
Enhance public confidence.
Encourage citizen participation.*

April 15, 2019

Ms. Lynne Mullins, Assistant District Manager
Boggy Creek Improvement District
Fishkind and Associates, Inc
12051 Corporate Blvd
Orlando FL 32817

Dear Ms. Mullins:

Per the requirements of Chapter 190.006, Florida Statutes, the Orange County Supervisor of Elections Office Mapping Department has determined the number of registered voters in the Improvement District as of **April 15, 2019**. Our research is based on the legal description provided to us by the District office on **June 3, 2009**.

As of **April 15, 2019**, there is **1 registered voter** in the
Boggy Creek Improvement District

Attached is a map and list of streets currently in the Improvement District according to our records. If you have any questions or corrections, please contact the Mapping Department at 407-254-6584.

Sincerely,

Bill Cowles
Supervisor of Elections

bc/ajs

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2019-05,
Election of Officers**

RESOLUTION 2019-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
BOGGY CREEK IMPROVEMENT DISTRICT ELECTING THE
OFFICERS OF THE DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the **BOGGY CREEK IMPROVEMENT DISTRICT** (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to elect the Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT:**

Section 1. _____ is elected Chair.

Section 2. _____ is elected Vice Chair.

Section 3. _____ is elected Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

Section 4. _____ is elected Treasurer.

Section 5. _____ is elected as Assistant Treasurer.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 21st DAY of MAY, 2019.

ATTEST:

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice-Chair

BOGGY CREEK IMPROVEMENT DISTRICT

Conveyance of Nemours Parkway Phase 7

BOGGY CREEK IMPROVEMENT DISTRICT

Special Warranty Deed

Prepared By and Return To:

Sara W. Bernard, Esq.
Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

SPECIAL WARRANTY DEED
(Nemours Parkway Phase 7)

THIS SPECIAL WARRANTY DEED is made effective as of the ____ day of _____, 2019 by **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (the "**Grantor**"), to and in favor of **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the "**Grantee**").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, subject to the matters listed herein, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**").

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor; subject to (i) covenants, easements, restrictions, reverters and other matters of record if any now exist but this reference shall not serve to reimpose same; (ii) all applicable zoning and other land use regulations or restrictions; and (iii) taxes and assessments for the year 2019 and subsequent years which are not yet due and payable.

-2-

EXHIBIT "A"

PROPERTY

That part of Section 25, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Southeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence N11°23'49"W along the Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, for a distance of 30.00 feet to the POINT OF BEGINNING; thence continue N11°23'49"W along said Easterly line, 90.00 feet to the Southerly line of Lot 1, NEMOURS CHILDREN'S HOSPITAL, according to the plat thereof as recorded in Plat Book 73, Pages 81 through 83, of the Public Records of Orange County, Florida and a point on a non-tangent curve concave Northerly having a radius of 2940.00 feet and a chord bearing of N75°23'19"E; thence Easterly along said Southerly line and the arc of said curve through a central angle of 06°25'44" for a distance of 329.89 feet to the point of tangency; thence N72°10'27"E along said Southerly line, 84.01 feet to the Southeast corner of said Lot 1 and a point on the Northerly line of lands described in Official Records Document Number 20160591806, of the Public Records of Orange County, Florida; thence departing said Southerly line run the following three (3) courses and distances along said Northerly line: S00°00'16"E, 94.54 feet; S72°10'27"W, 55.07 feet to the point of curvature of a curve concave Northerly having a radius of 3030.00 feet and a chord bearing of S75°23'19"W; thence Westerly along the arc of said curve through a central angle of 06°25'44" for a distance of 339.99 feet to the POINT OF BEGINNING

BOGGY CREEK IMPROVEMENT DISTRICT

Closing Statement

Holland & Knight

CLOSING STATEMENT AND SCHEDULE OF DISBURSEMENTS (Nemours Parkway Phase 7 – BCID)

GRANTOR: LAKE NONA LAND COMPANY, LLC, a Florida limited liability company

GRANTEE: BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

PROPERTY: See Exhibit “A” attached hereto and incorporated herein by reference (the “**Property**”)

**TITLE AGENT/
CLOSING AGENT:** HOLLAND & KNIGHT LLP

CLOSING DATE: May 22, 2019

Purchase Price ¹	\$ 62,700.00
Cash Due from Grantee at Closing	\$ 62,700.00

¹ Purchase Price is based on 0.836 acres x \$75,000.00 per acre for a total Purchase Price of \$62,700.00.

EXPENSES:**CHARGE GRANTOR:**Recording Fees / Filing Fees:

Partial Release of Mortgage and Security

Agreements (6 pages)	\$	52.50
UCC-3 Financing Statement (County – 10658/6241) (3 pages)	\$	27.00
UCC-3 Financing Statement (County – 10658/6264) (3 pages)	\$	27.00
UCC-3 Financing Statement (County – 10658/6287) (3 pages)	\$	27.00
UCC-3 Financing Statement (State) File#201206247698 (3 pages)	\$	18.00
UCC-3 Financing Statement (State) File#201300778246 (3 pages)	\$	18.00
UCC-3 Financing Statement (State) File#20120624768X (3 pages)	\$	18.00
Special Warranty Deed (3 pages)	\$	27.00
Documentary Stamp Taxes	\$	438.90

Subtotal: \$ **653.40**

Title Charges:

Title Insurance Premium on Owner's Policy	\$	360.53
Title Search Fee	\$	150.00
Title Search Update Fee	\$	100.00

Subtotal: \$ **610.53**

Miscellaneous Expenses:

CDD Estoppel (<i>PFM Group Consulting, LLC</i>)	\$	125.00
Corporate Search Fees (<i>Florida Filing & Search Services, Inc.</i>)	\$	242.50
2019 Real Estate Taxes (<i>See Note 1</i>)	\$	8,795.58
Grantor's Attorneys' Fees and Costs (<i>Nelson Mullins Riley & Scarborough LLP</i>)	\$	8,334.93
Grantor's Attorneys' Fees and Costs (<i>Holland & Knight LLP</i>)	\$	4,632.00

Subtotal: \$ **22,130.01**

TOTAL EXPENSES \$ **23,393.94**

RECAPITULATION:**GRANTOR:**

Cash Due from Grantee at Closing	\$	62,700.00
Less: Expenses	\$	<u>(23,393.94)</u>
NET CASH DUE TO GRANTOR	\$	39,306.06

RECEIPTS:

Net Cash Due From Grantee	\$	<u>62,700.00</u>
TOTAL RECEIPTS	\$	<u>62,700.00</u>

DISBURSEMENTS:

Orange County Comptroller (<i>Recording Costs and Documentary Stamps</i>)	\$	599.40
Florida UCC, LLC (<i>UCC-3 Filing Fees</i>)	\$	54.00
First American Title Insurance Company (<i>Premium for Owner's Policy</i>)	\$	360.53
First American Title Insurance Company (<i>Title Search Fee</i>)	\$	150.00
First American Title Insurance Company (<i>Title Search Update Fee</i>)	\$	100.00
Orange County Tax Collector (<i>2019 Real Estate Taxes</i>)	\$	8,795.58
PFM Group Consulting, LLC (<i>CDD Estoppel Fee</i>)	\$	125.00
Florida Filing & Search Services, Inc. (<i>Corporate Search Fees</i>)	\$	242.50
Nelson Mullins Riley & Scarborough LLP (<i>Grantor's Attorney's Fees and Costs</i>)	\$	8,334.93
Holland & Knight LLP (<i>Grantor's Attorney's Fees and Costs</i>)	\$	4,632.00
Lake Nona Land Company, LLC (<i>Net Cash Due to Grantor</i>)	\$	<u>39,306.06</u>
TOTAL DISBURSEMENTS	\$	<u>62,700.00</u>

NOTES:

1. 2019 Advance Real Estate Taxes. 2019 Real Estate Taxes have been prorated based upon the tax cutout value for a portion of Parcel Identification Number 26-24-30-0000-00-010 as provided by the Orange County Tax Collector in that certain correspondence dated May 14, 2019 set forth in Exhibit "B" attached hereto and made a part hereof, at a non-ad valorem rate in the amount of \$62.38, respectively. Based upon a closing date of May 22, 2019, Grantor is responsible for 141 days for a total 2019 real estate taxes due in the amount of \$8,795.58 for the Property.
2. The parties acknowledge that in preparing this Closing Statement and Schedule of Disbursements, Holland & Knight LLP has necessarily relied upon the information provided by others and therefore cannot warrant the accuracy of that information. The parties agrees to cooperate after closing to correct or adjust this Closing Statement and Schedule of Disbursements, and to reimburse or pay appropriate amounts, in order to ensure that this Closing Statement and Schedule of Disbursements properly reflects the transaction. This Closing Statement and Schedule of Disbursements may be executed in multiple counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Closing Statement and Schedule of Disbursements.

THIS CLOSING STATEMENT AND SCHEDULE OF DISBURSEMENTS HAS BEEN EXAMINED AND APPROVED as of the _____ day of _____, 2019.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTOR:

The undersigned hereby certifies that they have carefully reviewed the foregoing Closing Statement and Schedule of Disbursements, and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the foregoing Closing Statement and Schedule of Disbursements to be paid on their behalf. The undersigned further certifies that they have received a copy of this Closing Statement and Schedule of Disbursements.

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

By: _____
James L. Zboril, President

GRANTEE:

The undersigned hereby certifies that they have carefully reviewed the foregoing Closing Statement and Schedule of Disbursements, and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the foregoing Closing Statement and Schedule of Disbursements to be paid on their behalf. The undersigned further certifies that they have received a copy of this Closing Statement and Schedule of Disbursements.

**BOGGY CREEK IMPROVEMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to Chapter
190, Florida Statutes

By: _____
Name: _____
Title: _____

Closing Agent Certification

I have reviewed the foregoing Closing Statement and Schedule of Disbursements, the lender's closing instructions if applicable, and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Closing Agent Signature

Date Signed

Holland & Knight LLP

N/A

Closing Agent Name

Florida License Number

Holland & Knight LLP

N/A

Title Agency Holding Funds

Florida License Number

EXHIBIT "A"

Property

That part of Section 25, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Southeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence N11°23'49"W along the Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, for a distance of 30.00 feet to the POINT OF BEGINNING; thence continue N11°23'49"W along said Easterly line, 90.00 feet to the Southerly line of Lot 1, NEMOURS CHILDREN'S HOSPITAL, according to the plat thereof as recorded in Plat Book 73, Pages 81 through 83, of the Public Records of Orange County, Florida and a point on a non-tangent curve concave Northerly having a radius of 2940.00 feet and a chord bearing of N75°23'19"E; thence Easterly along said Southerly line and the arc of said curve through a central angle of 06°25'44" for a distance of 329.89 feet to the point of tangency; thence N72°10'27"E along said Southerly line, 84.01 feet to the Southeast corner of said Lot 1 and a point on the Northerly line of lands described in Official Records Document Number 20160591806, of the Public Records of Orange County, Florida; thence departing said Southerly line run the following three (3) courses and distances along said Northerly line: S00°00'16"E, 94.54 feet; S72°10'27"W, 55.07 feet to the point of curvature of a curve concave Northerly having a radius of 3030.00 feet and a chord bearing of S75°23'19"W; thence Westerly along the arc of said curve through a central angle of 06°25'44" for a distance of 339.99 feet to the POINT OF BEGINNING

EXHIBIT "B"

Tax Cut-Out

[See Attached 1 Page]

BOGGY CREEK IMPROVEMENT DISTRICT

District Website Agreement

AGREEMENT FOR WEBSITE SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between:

BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Orange County, Florida, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

PFM GROUP CONSULTING, LLC, a Florida corporation whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 ("Consultant," and together with the District, the "Parties").

RECITALS:

WHEREAS, the District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including stormwater management facilities within and without the boundaries of the District; and

WHEREAS, pursuant to Section 189.069, *Florida Statutes*, the District is required to maintain an official internet website containing certain information required by such section for the purposes of providing web-based access to the public for the information and documentation of the District;

WHEREAS, Consultant has agreed to provide services for the development and maintenance of such website for the District; and

WHEREAS, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to the District website;

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **RECITALS CONFIRMED.** The Parties confirm that the above stated recitals are true and correct and are hereby incorporated herein by reference.

2. **SCOPE OF SERVICES.** Consultant shall provide the District with the development, implementation, and maintenance of its technological capabilities, including but not limited to the following (collectively, "Services"):

- i. **Website Development.** Consultant shall design or re-design and implement a web site for the District to comply with Florida law, including, but not limited to, section 189.069, *Florida Statutes*, requiring that special districts operate and

maintain an official internet web site. Consultant shall register a domain name in the District's name for purposes of establishing the web-site. Details of required content are shown in Exhibit A.

ii. Website Hosting, Backup, and Content Updating. Consultant shall provide hosting and backup of The District web site and update content, including minutes, financial statements and events on a monthly basis, or earlier if required by law. Consultant shall be responsible for ensuring the District's compliance with Florida law, including, but not limited to, section 189.069, *Florida Statutes*, requiring that special districts operate and maintain an official internet web site throughout the term of this Agreement.

iii. Service Option. Consultant shall provide the District with the Services more particularly described in Exhibit B for Community Care. Any additional services not specifically identified in Exhibit B for Community Care will require written approval by the District identifying such additional services and fees.

3. FEE SCHEDULE. Notwithstanding anything to the contrary contained herein, fees for Services under this Agreement shall be as follows for Community Care:

One-Time Site Development	\$1,750
Annual Maintenance	\$1,200 (\$100 per month)

Fees and expenses will be invoiced upon completion or monthly, as applicable, and will be due and payable when invoiced. The monthly fees outlined herein may be amended annually as reflected in the adopted General Fund Budget of the District. Such new fees, as authorized by the District's action to adopt the General Fund Budget, shall become the binding schedule of this Agreement until otherwise amended by a subsequent action of the District.

In addition to professional fees, project related out-of-pocket expenses will be billed at cost. These expenses include, but are not limited to: airfare, mileage, public transportation, parking, lodging, meals, re-production of documents, long distance telephone, fax, postage, clerical support, computer charges and express mail. These expenses will be invoiced along with fees and will be due and payable according to the same time frames established herein for other invoices. Out-of-pocket expenses shall not exceed \$500 without prior written approval of the District.

4. DISTRICT RESPONSIBILITIES. The District shall furnish all required documents, data and information relative to the project necessary for the Consultant to perform the duties of this Agreement. In addition, the District shall provide timely services of its staff deemed necessary as the project progresses. Fees and expenses incurred in providing this support shall be the sole responsibility of the District; provided, however, that no such fees or expenses shall be charged where the Consultant and/or its affiliate(s) who serve(s) as District Manager or records custodian already hold the required documents, data or information.

5. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above and shall continue in full force and effect for a period of one (1) year from such date, unless terminated earlier in accordance with the terms contained herein. The Agreement shall thereafter automatically renew for additional one (1) year periods.

6. TERMINATION. This Agreement may be terminated by either Party without cause by providing sixty (60) days written notice of termination to the other Party. Consultant agrees that the District may terminate this Agreement for cause, which termination shall be effective immediately, upon failure of Consultant to perform its duties under this Agreement or upon misfeasance or malfeasance in the performance of such duties. The District agrees that Consultant may terminate this Agreement for cause upon the District's failure to comply with its obligations hereunder. Upon termination of this Agreement, Consultant shall be entitled to payment for work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims of off-sets the District may have against Consultant. Upon any termination, the District will continue to own any domain names and website content, and Consultant will make all reasonable efforts to provide for an orderly transfer of the District's domain names and website content to the District or its designee.

7. NON-PAYMENT. The failure of District to pay any amount due within the applicable timeframes established herein shall constitute good cause for Consultant to suspend services provided under this Agreement until full payment is received.

8. NON-CONTINGENCY. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

9. LEGAL COMPLIANCE. Consultant shall, for as long as Consultant is under contract to provide the services described herein, be responsible for (1) insuring that the District's website remains in compliance with all applicable Florida law regarding the content and functionality of such website; and (2) providing for the long-term storage of email in compliance with all applicable Florida law regarding records retention.

10. INSURANCE. Consultant will maintain throughout the term of this Agreement the following insurance coverage:

- i. Worker's Compensation insurance to cover full liability under worker's compensation laws in effect from time to time in Florida.
- ii. General Liability insurance with the limit of \$1,000,000 Each Occurrence.
- iii. Professional Liability insurance with limits of no less than \$1,000,000.
- iv. Employment Practices Liability insurance with \$1,000,000 limit.
- v. Comprehensive Automobile Liability insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of \$1,000,000.

Except with respect to the Professional Liability and Worker's Compensation insurance policies, the District (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on each such insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without at least sixty (60) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request.

11. PAYMENT. All invoices are due and payable within 45 days of receipt of a proper invoice pursuant to the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes. Any interest on the amounts due is also governed by the Local Government Prompt Payment Act.

12. ENFORCEMENT. In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

13. SUSPENSION OF PROJECT. The District's abandonment or suspension of the project shall not relieve the District of monies due for services rendered to the date of such abandonment or suspension. Such services shall be billed at the applicable stated rates or full lump sum amounts and will be immediately due and payable upon determination that the project has been abandoned or suspended and that the Consultant has performed the services as outlined herein.

14. OWNERSHIP. Ownership of web site, content, domain name and e-mail addresses, under all circumstances is that of the District.

15. APPLICABLE LAW. This Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.

16. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

17. 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 Jane Gaarlandt ("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 (407) 382-3256, JENNIFERW@FISHKIND.COM, OR 12051 CORPORATE BLVD., ORLANDO, FLORIDA 32817.

18. INDEMNIFICATION. To the extent allowable under applicable law (but without waiving any limitations of liability) and except and to the extent caused by the negligent or intentionally wrongful acts or omissions of the Consultant, the District agrees to indemnify, defend, and hold the Consultant harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District and this Agreement. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

To the extent allowable under applicable law and except and to the extent caused by the negligent or intentionally wrongful acts or omissions of the District, the Consultant agrees to indemnify, defend, and hold the District harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the Consultant and this Agreement. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

19. SOVEREIGN IMMUNITY. Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability provided in section 768.28, *Florida Statutes* or other applicable law.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this

Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

21. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the Parties have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

**BOGGY CREEK IMPROVEMENT
DISTRICT**

Chairperson, Board of Supervisors

Witness

Print Name

Print Name

Date

PFM GROUP CONSULTING, LLC

By

Witness

Print Name

Print Name

Date

EXHIBIT A

REQUIRED WEBSITE CONTENT

Pursuant to section 189.069, *Florida Statutes*, special district web sites will be required to include and make available the following information or documents:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, address, email address, and the term for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter and the statute under which the special district operates, any grant of special powers, the date of establishment, and the establishing entity.
6. The mailing address, email address, telephone number, and internet web site uniform resource locator of the special district.
7. A description of the boundaries, or service area of, and the services provided by the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, special assessment, or charge.
9. The primary contact person for the special district for purposes of communication from the Department of Economic Opportunity.
10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
11. The adopted budget of the special district, in addition to budget amendments in accordance with section 189.418, *Florida Statutes*.
12. The final, complete audit report for the most recent completed fiscal year and other audit reports required by law or authorized by the governing body of the special district.

EXHIBIT B
SERVICE OPTIONS AND FEE SCHEDULE

<i>Category</i>	<i>Community Care</i>	<i>Community Interactive</i>
Costs		
One-Time Site Development	\$1,750	\$5,000
Annual Maintenance	\$1,200	\$2,500
Statutory Requirements		
Internet Website	Yes	Yes
District contact information	Yes	Yes
District contact information	Yes	Yes
District charter	Yes	Yes
District description/purpose	Yes	Yes
Budget	Yes	Yes
Audited financials	Yes	Yes
Assessments and charges	Yes	Yes
Technical Features		
Hosting		
Domain name		
Member database	Maximum of 100	Unlimited
District documents	Yes	Yes
Meeting agenda	Yes	Yes
Meeting minutes	Yes	Yes
Financial reports	Yes	Yes
Most other documents	Yes	Yes
Customized pages	Maximum of 10	Maximum of 20
Resident email database	No	Yes
Custom managed social media	No	Yes
Contact us form	Simple form	Customized form
Email accounts for Board	Up to 5	Up to 10
Mobile website design	Yes	Yes

BOGGY CREEK IMPROVEMENT DISTRICT

ADA Auditing Services Agreement

**AGREEMENT BETWEEN THE BOGGY CREEK IMPROVEMENT DISTRICT AND
NEWAGETUTORS LLC, D/B/A VGLOBALTECH, FOR
WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES**

THIS MASTER SERVICES AGREEMENT (this “**Agreement**”) is entered into as of this ____ day of _____, 2019 by and between:

Boggy Creek Improvement District, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**District**”), and

NewAgeTutors LLC, d/b/a VGlobaITech, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information (“**Website**”); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act (“**ADA**”), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the “**Services**”); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

Section 2. Scope of Work. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

A. Initial Technological Audit. Contractor shall perform an Initial Technological Audit of the Website by using software and algorithms available to Contractor, including but not limited to “ADAChecker,” that evaluates compliance based on federally recommended ADA best practices for state and local governments, including but not limited to Web Content Accessibility Guidelines 2.0 (“**WCAG 2.0**”), which standards may change from time to time as promulgated by federal law and rulemaking. Specifically, Contractor shall, at a minimum:

- i. cross-check compatibility of the Website with various technology mediums, including but not limited to mobile phones, tablets, laptop computers and desktop computers, for accessibility;
- ii. convert up to two (2) years’ accumulation of PDF documents to accessible formats for assistive technologies and provide the District with the training, means and methods by which the District is able to convert PDF or other documents not converted by Contractor, which may include but is not limited to the provision of “VGlobalTech” software for conversion of documents;
- iii. provide a webpage disclaimer statement that includes notice of the District’s engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance and include an accessibility policy on the Website;
- iv. provide Contractor’s ADA compliance seal for display on the Website; and
- v. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA.

B. Maintenance. Contractor shall provide an ongoing maintenance of the Website to ensure continued compliance with ADA accessibility standards, which may change from time to time. Specifically, Contractor shall:

- i. provide assistive support up to one (1) hour per month, including assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- ii. attend one (1) conference call or in-person meeting, as requested by the District, per month with the District to review metrics, results and monthly summaries of maintenance performed to-date;
- iii. perform at least four (4) technological audits per year, including tasks identified in Section 2(a) of this Agreement;
- iv. provide Contractor’s ADA compliance seal and accessibility policy, which may need to be updated from time to time, for display and use on the Website; and
- v. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement

and **Exhibit A.**

C. Additional Services. The following services are neither included in the Scope of Services in this Section nor in the Compensation for Services as provided in Section 3 of this Agreement. If the District desires additional work or services provided in this subsection or otherwise, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. performing human audit(s) of the Website;
- ii. providing a point of contact to respond to requests for Website accommodation;
- iii. converting documents for a public records requests received by the District;
- iv. providing assistive support to District staff that is in excess of one (1) hour per month, at a rate not to exceed Twenty-Five Dollars (\$25.00) per hour; and
- v. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

Section 3. Compensation. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. Initial Technological Audit. For performance of the Initial Technological Audit as provided in Section 2(A) of this Agreement, the District shall pay _____ Dollars (\$_____.00). Contractor shall invoice the District upon completion of the Initial Technological Audit.

B. Maintenance. For performance of the ongoing Maintenance as provided in Section 2(B) of this Agreement, the District shall pay _____ Dollars (\$_____.00) per year, payable in twelve (12) equal monthly installments of _____ Dollars (\$_____.00).

C. Invoices; Payment. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing 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 al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

D. Disputed Amounts. The District may withhold any portion of invoice payment that it disputes in good faith ("**Disputed Amounts**"). In such an event, the District shall

nonetheless pay any undisputed amounts and provide to Contractor a sufficiently detailed written explanation of its basis for withholding the Disputed Amounts. Any controversy relating to amounts owed by Customer hereunder shall be considered a Dispute, as defined in Section 10(d) of this Agreement, and subject to the resolution procedures provided in this Agreement. If it is resolved that the Disputed Amounts are in fact owed to Contractor, the District shall remit payment to Contractor within five (5) days of such resolution.

Section 4. Term and Termination.

A. Term. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. Termination. The District agrees that 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. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

Section 5. Representations, Warranties and Covenants. Contractor represents, warrants, and covenants that (a) the Services shall be performed by qualified personnel in a professional and workmanlike manner in accordance with ADA and other website accessibility compliance standards, including but not limited to WCAG 2.0 and other federally recommended guidelines, as may be amended from time to time; and (b) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party.

Section 6. Intellectual Property.

A. Contractor Materials. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor

Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. The District Materials; Publicity and Trademarks. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. Right to Display Contractor's Compliance Shield / Accessibility Policy. The District may display a Contractor-provided compliance shield and customized accessibility policy on its Websites and web applications. The compliance shield shall remain under the full ownership and control of Contractor. The District is expressly prohibited from using the compliance shield for any purpose not specifically authorized by this Agreement, and in no event may use such shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

Section 7. Public Records. Contractor understands and agrees that all documents or on-line content 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

Jennifer Walden (“**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 Work; 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, WALDENJ@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

Section 8. Indemnity.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District’s percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein 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.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys’ fees, paralegal fees (incurred in

court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

Section 9. 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 the Contract.

Section 10. General Provisions.

A. Conflicts. The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

B. 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 Agreement.

C. Independent Contractor. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten business days, then the parties shall attempt to

settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in Orange County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

G. 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 representatives, successors, and assigns.

H. 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 actual damages 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.

I. Notices. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor: NewAgeTutors LLC
d/b/a VGlobalTech

636 Fanning Drive
Winter Springs, Florida 32708
Attn: Vaibhav V. Joshi

If to District: Boggy Creek Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

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.

J. Entire Agreement. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

K. 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.

L. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. Amendments. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. Force Majeure. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. Survival. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and

Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. Waiver. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. Descriptive Headings. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

**BOGGY CREEK IMPROVEMENT
DISTRICT**

Secretary

Chairperson, Board of Supervisors

WITNESS:

**NEWAGETUTORS LLC, D/B/A
VGLOBALTECH**, a Florida limited
liability company

Print Name:

By: Vaibhav V. Joshi, Owner

Exhibit A: Proposal for Services

Exhibit A

Proposal for Service



ACCREDITED
BUSINESS

BBB Rating: A+

[Click for Profile](#)

Technical & Human Audit Proposal for Public Facing Digital Assets (Software, Websites & Apps)

Goal: Ensure full compliance for people with disabilities as per:



**Nondiscrimination
requirements of
Title II of
the American
Disabilities Act
(ADA)**



**WCAG (Web
Content
Accessibility
Guidelines)**



**Section 508
Stipulations**



**Florida
Insurance
Alliance / eGIS
Risk Advisors
Guidelines**

Read more about details of the above list on VGlobalTech's website. All ADA requirements and information on these topics has been compiled in one place for our clients.

URL: <https://vglobaltech.com/website-compliance/>

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Call: 321-947-7777 | Email: contact@VGlobalTech.com

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Version Log:

Date	Version#	Comments	Author
April 11, 2019	1.0	Technical and Human Audit	VB Joshi
April 12, 2019	1.1	Added 3 Options	VB Joshi
April 12, 2019	1.2	Added compliance process flow	VB Joshi

Your website gets 2 Compliance Seals VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Working together with your company we wish to add social value to the community we live in!

COPYRIGHT ©: This proposal is solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech. Any violations shall be prosecuted.

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Page 2 of 11

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1.0 The Law

Please familiarize your team with the Florida Statute 189.069 Special districts; required reporting of information; web-based public access. Source:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

2.0 ADA & WCAG Compliance

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

3.0 Quarterly Technical & Human Audit Testing

This audit is as per the Florida Insurance Alliance, eGIS Insurance Advisors and other insurance guidelines. Please check with your insurance agency for specific requirements. Read more here: https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech team is trained and well aware of ADA and WCAG 2.x Compliance guidelines. VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>



Together we are now able to provide not one but two compliance seals for all our customers. Details of the compliance seals are below.

3.1 Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

3.2 Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

4.0 Compliance Process Flow:



Option 1 (recommended):

Quarterly Technical & Human Audits: \$1200 / Four Audits

- ✓ Covers all technical **AND** human audit aspects as per industry experts
- ✓ Discounted to cover both audits together
- ✓ Compliance seals renewed after every audit
- ✓ Ensure site and new content is in compliance with ALL standards
- ✓ Peace of mind

Option 2:

Quarterly Technical Audit Only*: \$900 / Four Audits

- ✓ Covers only technical aspects of elements, html, css, contrast etc as per WCAG
- ✓ Technical Audit Compliance seal renewed after every audit
- ✓ Does not cover human audit (additional considerations that are subjective to the person, assistive technology used etc)

Option 3:

Quarterly Human Audit Only: \$800 / Four Audits**

- ✓ Covers only human audit (considerations that are subjective to the person, assistive technology used etc conducted in a lab like environment)
- ✓ Human Audit Compliance seal renewed after every audit

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

6.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.

Please Sign and Date, Return to contact@vglobaltech.com:

For Customer

Date

VB Joshi

For VGlobalTech

Date

7.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, Disability Rights Section

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



BBB Rating: A+

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Contact Information:

Website: <https://vglobaltech.com>

Email: contact@VGlobalTech.com

Call: 321-947-7777

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BOGGY CREEK IMPROVEMENT DISTRICT

**Award of Landscape and Irrigation Maintenance
Services – State Road 417 (Central Florida
Greeneway) & Lake Nona Boulevard Interchange**

Boggy Creek Improvement District Evaluation Criteria

1. Technical Capability (30 points)

Considerations here include the geographic locations of the firm's office(s) in relation to the project; adequacy of equipment to perform the work in a high quality manner; adequacy and capabilities of labor available to perform the work according to the specifications; qualifications, training, and licenses/certifications of key personnel; evaluation of existing and future workload; the volume of work previously awarded to the firm; proposed detailed staffing levels, etc.

2. Experience (30 points)

The proposer's past record and experience in similar projects will be considered. Additional factors may include past performance on other projects, record and experience working for the references provided, observation of similar sites maintained by the firm, character, integrity, and reputation of respondent, etc.

3. Understanding of Scope of Work (10 points)

Points will be awarded based on the proposer's demonstrated understanding of the District's needs for the services requested and the level of detail provided in the proposal.

4. Price (30 points)

Points will be awarded to the proposer submitting the lowest total proposal for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that proposer's proposal and the low proposal.

Total Points Possible (100 points)

**The award of the contract is subject to the approval of the Central Florida Expressway Authority ("CFX", as lands to be maintained include improvements within the CFX right-of-way).*

BOGGY CREEK IMPROVEMENT DISTRICT
**STATE ROAD 417 (CENTRAL FLORIDA GREENEWAY)
& LAKE NONA BOULEVARD INTERCHANGE
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL**

TO: Boggy Creek Improvement District

FROM: Helping Hand Lawn Care

In response to your Notice of Solicitation, the undersigned hereby submits our Proposal for Landscape and Irrigation Maintenance Services within the Boggy Creek Improvement District. This Proposal has been prepared and submitted subject to the conditions and requirements set forth in the Request for Proposal and other applicable Proposal Documents, including all Addenda. All of the aforementioned documents, so far as they relate to this Proposal, are made a part hereof. The undersigned (Contractor) herewith proposes to provide the services stipulated for the lump sum prices given by the Schedule of Values, that is a part hereof.

The undersigned has carefully checked the Schedule of Values against the Request for Proposal including the Scope of Work before preparing this Proposal and submits them as correctly listing the complete work to be done in accordance with the Request for Proposal.

The undersigned Proposer has examined the entire request for Proposal Documents and all addenda and is acquainted with and fully understands the extent and character of the Work covered by this Proposal and the specified requirements for the Work. Further, the Proposer has examined the work site and is fully informed as to conditions at this site.

The undersigned Proposer certifies that no officer or agent of the Boggy Creek Improvement District is directly or indirectly interested in this Proposal.

The undersigned Proposer states that this Proposal is made in conformity with the Request for Proposal and agrees that in case of any discrepancy or differences between any condition of his Proposal and those of the Request for Proposal, the provisions of the latter shall prevail.

The undersigned Proposer certifies that he has carefully examined the project site, made his own measurements and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the Boggy Creek Improvement District against any cost, damage or expense which may be incurred or caused by an error in his preparation of same.

The undersigned acknowledges, by the below execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from that date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the Proposal Documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on the proposal constitutes fraud; and, that the District considers such action on the part of the proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Boggy Creek Improvement District.

BOGGY CREEK IMPROVEMENT DISTRICT
STATE ROAD 417 (CENTRAL FLORIDA GREENEWAY)
& LAKE NONA BOULEVARD INTERCHANGE
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$14,692.00</u>	<u>\$176,304.00</u>	(for twelve (12) months)
Term 2	<u>\$14,692.00</u>	<u>\$176,304.00</u>	(for twelve (12) months)
Term 3	<u>\$14,692.00</u>	<u>\$176,304.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (2,000 SF)	\$ 16,500.00	\$ 16,500.00	\$ 16,500.00
St. Augustine (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (2,011,720 SF)	\$ 112,000.00	\$ 112,000.00	\$ 112,000.00
Shrub Beds (253,500 SF)	\$ 17,600.00	\$ 17,600.00	\$ 17,600.00
Trees & Palms	\$ 11,520.00	\$ 11,520.00	\$ 11,520.00
Irrigation	\$ 4,320.00	\$ 4,320.00	\$ 4,320.00
Mulch	\$ 14,364.00	\$ 14,364.00	\$ 14,364.00
TOTAL ANNUAL AMOUNT	\$ 176,304.00	\$ 176,304.00	\$ 176,304.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

**SCHEDULE OF VALUES
IRRIGATION & LANDSCAPE**

The following values will be used to compensate the Contractor for landscaping and irrigation maintenance activities. The total unit costs shown include material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation. Unit prices will be used for all change orders (additive or deductive) and all new work authorizations.

Description	Unit	Cost
Additional labor outside of scope		
General Laborer	HR	\$30.00
Irrigation Technician	HR	\$35.00
Irrigation Repairs - includes labor and materials		
.5" to 1" Line Break	LF	\$21.50
1.25" to 2" Line Break	LF	\$70.00
2.5" to 3" Line Break	LF	\$93.00
4" Line Break with Mechanical Fittings	LF	\$145.00
1" Gate Valve	EA	\$112.00
1.5" Gate Valve	EA	\$158.00
2" Gate Valve	EA	\$221.00
2.5" Gate Valve	EA	\$270.00
3" Gate Valve	EA	\$327.00
4" Gate Valve	EA	\$385.00
1" Scrubber Valve	EA	\$219.00
1.5" Scrubber Valve	EA	\$288.00
2" Scrubber Valve	EA	\$350.00
3" Scrubber Valve	EA	\$543.00
Valve Box, various sizes	EA	\$45.00
Tree Bubbler Assembly, Match Existing	EA	\$39.00
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50
Shrub Head - Pop-up, Match Existing	EA	\$27.00
Rotary Head - 3/4"-1", Match Existing	EA	\$32.50
Landscape - includes labor and materials		
Mulch - Hardwood	CY	\$35.00
Mulch - Pine Fines	CY	\$40.00
Mulch - Pine Straw	CY	\$15.00
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - <500 SF	SF	\$0.90
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - 500-5,000 SF	SF	\$0.79
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - >5,000 SF	SF	\$0.69
Argentine Bahia Sod - <500 SF	SF	\$0.45
Argentine Bahia Sod - 500-5,000 SF	SF	\$0.40
Argentine Bahia Sod - >5,000 SF	SF	\$0.35
Annuals - 4-5"	EA	\$1.90
Ground Cover - 1 gallon, Match Existing	EA	\$4.50
Shrub - 3 gallon, Match Existing	EA	\$12.25

Shrub - 5 gallon, Match Existing	EA	\$23.00
Shrub - 7 gallon, Match Existing	EA	\$37.00
Shrub - 15 gallon, Match Existing	EA	\$93.50
Equipment - includes operator		
Water Truck (2,450 gallons), 8 hours on site	Week	\$1,700.00
Water Truck (2,450 gallons), 8 hours on site	Month	\$6,800.00

Note: the total unit cost includes all labor, taxes, equipment, supplies, material and other activities and items which may be required for successful completion of the maintenance activity.

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date April 8, 2019

Addendum No. 2 Date April 26, 2019

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Proposer shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, Proposer shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

<u>NA</u>		
(Name of Subcontractor)	(Type of Construction)	(% of Work)
(Name of Subcontractor)	(Type of Construction)	(% of Work)
(Name of Subcontractor)	(Type of Construction)	(% of Work)
(Name of Subcontractor)	(Type of Construction)	(% of Work)

The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

The Owner reserves the right to waive any informalities or to reject any or all proposals.

This proposal made by and on behalf of:

Proposer: Helping Hand Lawn Care Date: 5-6-2019

Address: 1216 Ustler Road By: 
(Signature)

Apopka, FL 32703 Norman Ripper, President
Print Name and Title

BOGGY CREEK IMPROVEMENT DISTRICT

ORGANIZATION INFORMATION OF PROPOSER

STATE ROAD 417 (CENTRAL FLORIDA GREENEWAY) & LAKE NONA BOULEVARD
INTERCHANGE
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Orlando, Florida

DATE SUBMITTED: May 6, 2019

1. **Proposer:** Helping Hand Lawn Care
[Company Name]

☐ Individual
☒ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☐ Corporation
☐ Subsidiary Corporation

2. **Proposer Company Address:**

Street Address: 1216 Usfler Road
P.O. Box (if any): _____
City, State, Zip: Apopka, FL 32703
Telephone: _____ Facsimile: _____

1st Contact Name: Norman Ripper Title: President
2nd Contact Name: Reggie Pinnard Title: Vice President

3. **Parent Company Name (if applicable):** NA

4. **Parent Company Address (if different):**

Street Address: NA
P.O. Box (if any): _____
City, State, Zip: _____
Telephone: _____ Facsimile: _____

1st Contact Name: NA Title: _____
2nd Contact Name: _____ Title: _____

5. List the location of the Proposer's office that would perform Boggy Creek Improvement District (BCID) work.

Street Address: 1216 Usler Road
P.O. Box (if any): _____
City, State, Zip: Apopka, FL 32703
Telephone: 407-221-0593 Facsimile: _____
1st Contact Name: Norman Ripper Title: President
2nd Contact Name: Reggie Pinnard Title: Vice President

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

Yes (X) Proceed to Question 6.1
No () Proceed to Question 6.2

6.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (X) No ()

If no, please explain _____
Date incorporated 9-11-2013 Charter No. _____

6.2 If no, provide the following:

The state in which the Proposer is incorporated: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____
Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida Yes () No ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or a limited liability company, is it organized in the State of Florida?

Yes (X) Proceed to Question 7.1
No () Proceed to Question 7.2

7.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (X) No ()

If no, please explain _____
Is the Company in good standing with that state: Yes (X) No ()

If no, please explain _____
Date Proposer was organized _____

7.2 If no, provide the following:

The state in which the Proposer is organized: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____
Is the Proposer registered as a foreign partnership or limited company with the State

of Florida Yes () No ()

If no, please explain _____

8. Does the Proposer hold any registration or licenses with the State of Florida applicable to the contract? Yes (X) No ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attached additional sheets if necessary)

Type of Registration: SEE ATTACHED

License No.: _____ Expiration Date: _____

Qualifying Individual: _____ Title: _____

List company(ies) currently qualified under this license: _____

- 8.2 Does the Proposer hold any pre-qualifications, registrations or licenses with the Florida Department of Transportation, Central Florida Expressway Authority (CFX), Orange County or the City of Orlando applicable to this contract? Yes (X) No ()

If yes, please list and provide a photocopy of each listed license or registration. _____

- 8.3 Does the proposer currently, or will the proposer be able to, obtain approval from the Central Florida Expressway Authority (CFX) to work within their Rights-of-Way

Currently approved ()

Will be able to be approved ()

Not sure if will be approved (X)

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

(2016) 1,840,017

(2017) 1,986,310

(2018) 2,340,112

10. What are the Proposer's current insurance limits?

General Liability \$ 3,000,000

Automobile Liability \$ 2,000,000

Workers Compensation \$ 1,000,000

Expiration Date VARIES

11. Has the Proposer been cited by OSHA for any job site or company office / shop safety violations in the past two years? Yes () No (X)

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

11.1 What is the Proposer's current worker compensation rating (also known as Experience Modification Rating)?

11.2 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 two years:

Yes () No (x)

If yes, please describe each incident _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s). Yes () No (x)

If so, state the name(s) of the company(ies) _____

The state where barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the landscape & irrigation maintenance experience of the proposed project manager?

Individual's Name	Present Position or Office	Magnitude And Type Of Work	Years of Landscape & Irrigation Maintenance Experience	Years With The Firm	In What Capacity?
Teodoro Torres	Manager	Senior	10	10	Manager
Reggie Pinnard	VP/Manager	Senior	12	12	Manager

14. Have you ever failed to complete any work awarded to you? Yes () No (x)

If so, where and why? _____

15. Has any officer or partner or your organization ever been an officer, partner, or owner of some other organization that has failed to complete a contract? Yes () No (x)

If so, state name of individual, other organization and reason therefore _____

17. **Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (x)**

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the Boggy Creek Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing, and general reputation of the application.

Helping Hand Lawn Care

Name of Proposer

By: [Signature]

This 3 day of May, 2019

By: Norman Ripper, President
[Type Name and Title of Person Signing]

State of Florida

County of Seminole

The foregoing instrument was acknowledged before me this 3 day of May, 2019, by Elder Ripper of the Helping Hand Lawn Care, who is personally known to me or who has produced ID as identification and who did / did not take an oath.

[Signature: Kelly Bordenaga]
Signature of Notary Taking Acknowledgement



COMPANY-OWNED MAJOR EQUIPMENT
(Attach Additional Sheets if Necessary)

Company Name Helping Hand Lawn Care

Date May 6, 2019

QUANTITY	DESCRIPTION	CAPACITY	LIST EQUIPMENT TO BE USED ON A REGULAR BASIS FOR THIS SCOPE	LIST EQUIPMENT AVAILABLE TO THE SITE FOR ENHANCEMENTS & EMERGENCY RESPONSE
1	NPR Crew Cab Dovetail Truck	6 techs + all equipment	yes	
2	John Deere ZTR Mower	72"	yes	
2	Stihl Edger	Commercial	yes	
2	Stihl Stringtrimmer	Commercial	yes	
2	Stihl Backpack Blower	Commercial	yes	
1	John Deer Gator Utility	4x2 with dump bed	yes	
1	All Handtools, i.e. shovels, rakes, etc.	NA	yes	
4	Ford F250	3/4 ton 8' bed		yes
4	Utility Trailers	16'		yes
6	Stihl Chainsaws	18" Commercial		yes

MAINTENANCE CREW & SCHEDULING

Company Name Helping Hand Lawn Care

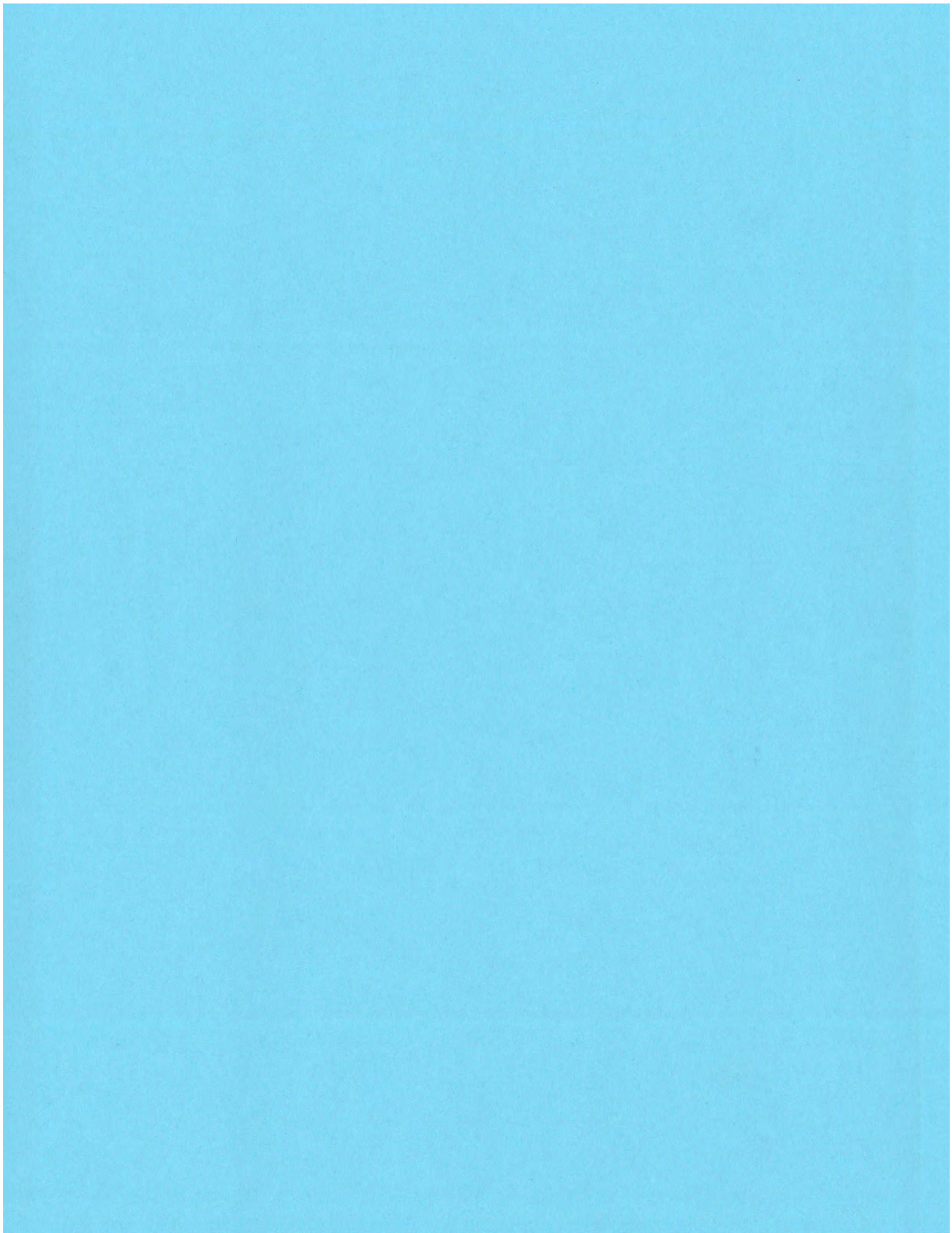
Date May 6, 2019

List the proposed crew size that will be assigned to the section(s) which are the subject of the Proposal (Daily Crew Member Sign In/Sign Out Sheets will be required and be reviewed):

DISTRICT SERVICE AREA	DAILY LANDSCAPE MAINTENANCE CREW MEMBERS	DAILY IRRIGATION MAINTENANCE CREW MEMBERS	ON-SITE FOREMAN	MANAGER
BCID - Interchange	4-6	1	1	1

List the proposed schedule to complete entire scope of services for the section(s) which are the subject of the Proposal:

DISTRICT SERVICE AREA	PROPOSED WORK DAYS (Monday – Friday)	HOURS PER WORK DAY
BCID - Interchange	Wednesday	8



Landscape Maintenance
Quotation for

Boggy Creek Improvement District

SR 417 & Lake Nona Blvd Interchange

PRESENTED BY



May 3, 2019

Carol King Landscape Maintenance, Inc.
7032 Old Cheney Highway, Orlando, FL 32807
www.carolkingscapes.com

BOGGY CREEK IMPROVEMENT DISTRICT

**STATE ROAD 417 (CENTRAL FLORIDA GREENEWAY)
& LAKE NONA BOULEVARD INTERCHANGE
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	\$ 17,458.00	\$ 209,496.00	(for twelve (12) months)
Term 2	\$ 17,458.00	\$ 209,496.00	(for twelve (12) months)
Term 3	\$ 17,982.00	\$ 215,784.00	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (725 SF)	\$ 10,680.00	\$ 10,680.00	\$ 11,001.00
St. Augustine (67,000 SF)	\$ 23,711.00	\$ 23,711.00	\$ 24,425.00
Zoysia (0 SF)	\$ 0	\$ 0	\$ 0
Bermuda (0 SF)	\$ 0	\$ 0	\$ 0
Bahia (1,333,000 SF)	\$ 60,110.00	\$ 60,110.00	\$ 61,913.00
Shrub Beds (310,000 SF)	\$ 76,335.00	\$ 76,335.00	\$ 78,625.00
Trees & Palms	\$ 9,800.00	\$ 9,800.00	\$ 10,094.00
Irrigation	\$ 7,960.00	\$ 7,960.00	\$ 8,199.00
Mulch	\$ 20,900.00	\$ 20,900.00	\$ 21,527.00
TOTAL ANNUAL AMOUNT	\$ 209,496.00	\$ 209,496.00	\$ 215,784.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

**SCHEDULE OF VALUES
IRRIGATION & LANDSCAPE**

The following values will be used to compensate the Contractor for landscaping and irrigation maintenance activities. The total unit costs shown include material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation. Unit prices will be used for all change orders (additive or deductive) and all new work authorizations.

Description	Unit	Cost	
Additional labor outside of scope			
General Laborer	HR	\$30.00	*
Irrigation Technician	HR	\$35.00	*
Irrigation Repairs - includes labor and materials			
.5" to 1" Line Break	LF	\$21.50	
1.25" to 2" Line Break	LF	\$70.00	
2.5" to 3" Line Break	LF	\$93.00	
4" Line Break with Mechanical Fittings	LF	\$145.00	
1" Gate Valve	EA	\$112.00	
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Tree Bubbler Assembly, Match Existing	EA	\$39.00	
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50	
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50	
Shrub Head - Pop-up, Match Existing	EA	\$27.00	
Rotary Head - 3/4"-1", Match Existing	EA	\$32.50	
Landscape - includes labor and materials			
Mulch - Hardwood	CY	\$35.00	*
Mulch - Pine Fines	CY	\$40.00	*
Mulch - Pine Straw	CY	\$15.00	
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - <500 SF	SF	\$0.90	
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - 500-5,000 SF	SF	\$0.79	
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - >5,000 SF	SF	\$0.69	
Argentine Bahia Sod - <500 SF	SF	\$0.45	
Argentine Bahia Sod - 500-5,000 SF	SF	\$0.40	
Argentine Bahia Sod - >5,000 SF	SF	\$0.35	
Annuals - 4-5"	EA	\$1.90	
Ground Cover - 1 gallon, Match Existing	EA	\$4.50	*
Shrub - 3 gallon, Match Existing	EA	\$12.25	*

Shrub - 5 gallon, Match Existing	EA	\$23.00
Shrub - 7 gallon, Match Existing	EA	\$37.00
Shrub - 15 gallon, Match Existing	EA	\$93.50
Equipment - includes operator		
Water Truck (2,450 gallons), 8 hours on site	Week	\$1,700.00
Water Truck (2,450 gallons), 8 hours on site	Month	\$6,800.00

Note: the total unit cost includes all labor, taxes, equipment, supplies, material and other activities and items which may be required for successful completion of the maintenance activity.

- * If awarded the contract we would like to discuss a small change to the cost associated with the schedule of values marked (*)

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date April 8, 2019

Addendum No. 2 Date April 26, 2019

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Proposer shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, Proposer shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

N / A

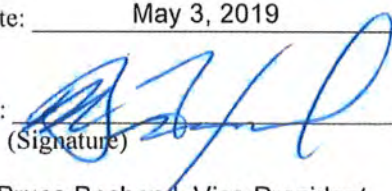
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)

The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

The Owner reserves the right to waive any informalities or to reject any or all proposals.

This proposal made by and on behalf of:

Proposer: Carol King Landscape Maintenance, Inc Date: May 3, 2019

Address: 7032 Old Cheney Hwy. By: 
(Signature)

Orlando, FL 32807 Bruce Bachand, Vice President
Print Name and Title

BOGGY CREEK IMPROVEMENT DISTRICT

ORGANIZATION INFORMATION OF PROPOSER

**STATE ROAD 417 (CENTRAL FLORIDA GREENEWAY) & LAKE NONA BOULEVARD
INTERCHANGE
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Orlando, Florida**

DATE SUBMITTED: May 3, 2019

1. **Proposer:** Carol King Landscape Maintenance, Inc
[Company Name]
- ☐ Individual
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☒ Corporation
☐ Subsidiary Corporation

2. **Proposer Company Address:**

Street Address: 7032 Old Cheney Hwy.
P.O. Box (if any): _____
City, State, Zip: Orlando, FL 32807
Telephone: 407-275-6200 Facsimile: 407-273-4348

1st Contact Name: Bruce Bachand Title: Vice President
2nd Contact Name: Randy Bachand Title: General Manager

3. **Parent Company Name (if applicable):** _____

4. **Parent Company Address (if different):**

Street Address: _____
P.O. Box (if any): _____
City, State, Zip: _____
Telephone: _____ Facsimile: _____

1st Contact Name: _____ Title: _____
2nd Contact Name: _____ Title: _____

5. List the location of the Proposer's office that would perform Boggy Creek Improvement District (BCID) work.

Street Address: 7032 Old Cheney Hwy.
P.O. Box (if any): _____
City, State, Zip: Orlando, FL 32807
Telephone: 407-275-6200 Facsimile: 407-273-4348

1st Contact Name: Bruce Bachand Title: Vice President
2nd Contact Name: Randy Bachand Title: General Manager

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

Yes (X) Proceed to Question 6.1
No () Proceed to Question 6.2

6.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (X) No ()

If no, please explain _____

Date incorporated 3/20/77 Charter No. 527848

6.2 If no, provide the following:

The state in which the Proposer is incorporated: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida Yes () No ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or a limited liability company, is it organized in the State of Florida?

Yes () Proceed to Question 7.1
No () Proceed to Question 7.2

7.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes () No ()

If no, please explain _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Date Proposer was organized _____

7.2 If no, provide the following:

The state in which the Proposer is organized: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Is the Proposer registered as a foreign partnership or limited company with the State

of Florida Yes () No ()

If no, please explain _____

8. Does the Proposer hold any registration or licenses with the State of Florida applicable to the contract? Yes (X) No ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attached additional sheets if necessary)

Type of Registration: Pest Control License

License No.: JB3774 Expiration Date: 12/31/19

Qualifying Individual: Bruce Bachand Title: Vice President

List company(ies) currently qualified under this license:

Carol King Landscape Maintenance, Inc

- 8.2 Does the Proposer hold any pre-qualifications, registrations or licenses with the Florida Department of Transportation, Central Florida Expressway Authority (CFX), Orange County or the City of Orlando applicable to this contract? Yes () No ()

If yes, please list and provide a photocopy of each listed license or registration.

Agricultural Bond - Local Business Tax Receipt - Pest Control Company & Operator

- 8.3 Does the proposer currently, or will the proposer be able to, obtain approval from the Central Florida Expressway Authority (CFX) to work within their Rights-of-Way

Currently approved ()

Will be able to be approved (X)

Not sure if will be approved ()

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

(2016) 9,800,000.00

(2017) 10,100,000.00

(2018) 10,300,000.00

10. What are the Proposer's current insurance limits?

General Liability \$ 1,000,000.00 expires 11/30/19

Automobile Liability \$ 1,000,000.00 expires 11/30/19

Workers Compensation \$ 500,000.00 expires 4/30/20

Expiration Date _____

11. Has the Proposer been cited by OSHA for any job site or company office / shop safety violations in the past two years? Yes () No (X)

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

11.1 What is the Proposer's current worker compensation rating (also known as Experience Modification Rating)?

.87

11.2 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 two years:

Yes () No (X)

If yes, please describe each incident

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s). Yes () No (X)

If so, state the name(s) of the company(ies)

The state where barred or suspended

State the period(s) of debarment or suspension

13. What is the landscape & irrigation maintenance experience of the proposed project manager?

Individual's Name	Present Position or Office	Magnitude And Type Of Work	Years of Landscape & Irrigation Maintenance Experience	Years With The Firm	In What Capacity?
Kevin Heiser	Account Mgr.	Maintenance	31	25	Account Mgr.
Brandon Dietrich	Manager	Irrigation	12	2	Irrigation Mgr.

14. Have you ever failed to complete any work awarded to you? Yes () No (X)

If so, where and why?

15. Has any office or partner or your organization ever been an officer, partner, or owner of some other organization that has failed to complete a contract? Yes () No (X)

If so, state name of individual, other organization and reason therefore

16. List any and all litigation to which the organization has been a party in the last five (5) years. N/A

17. Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (x)
If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the Boggy Creek Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing, and general reputation of the application.

Carol King Landscape Maintenance, Inc
Name of Proposer

By: 

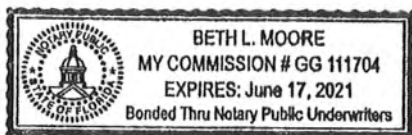
This 3rd day of May, 2019


By: Bruce Bachand, Vice President
[Type Name and Title of Person Signing]

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 3rd day of May, 2019, by Bruce Bachand, Vice President, of the Carol King Landscape Maint., Inc., who is personally know to me or who has produced as identification and who did / did not take an oath.




Signature of Notary Taking Acknowledgement

COMPANY-OWNED MAJOR EQUIPMENT
(Attach Additional Sheets if Necessary)

Company Name Carol King Landscape Maintenance, Inc

Date May 3, 2019

QUANTITY	DESCRIPTION	CAPACITY	LIST EQUIPMENT TO BE USED ON A REGULAR BASIS FOR THIS SCOPE	LIST EQUIPMENT AVAILABLE TO THE SITE FOR ENHANCEMENTS & EMERGENCY RESPONSE
425	2 Cycle Equipment		425	0
60	Walk Behind Mowers		60	0
20	Riding Mowers		20	0
72	Trucks		72	0
45	Equipment Trailers		45	0
3	Chemical Trucks		3	0
725	Small Tools		725	0
15	Chemical Spreaders		15	0
3	Trenchers		3	0
4	Skid Steer/Front End Loader		4	0
3	Bush Hogs		3	0

MAINTENANCE CREW & SCHEDULING

Company Name Carol King Landscape Maintenance, Inc

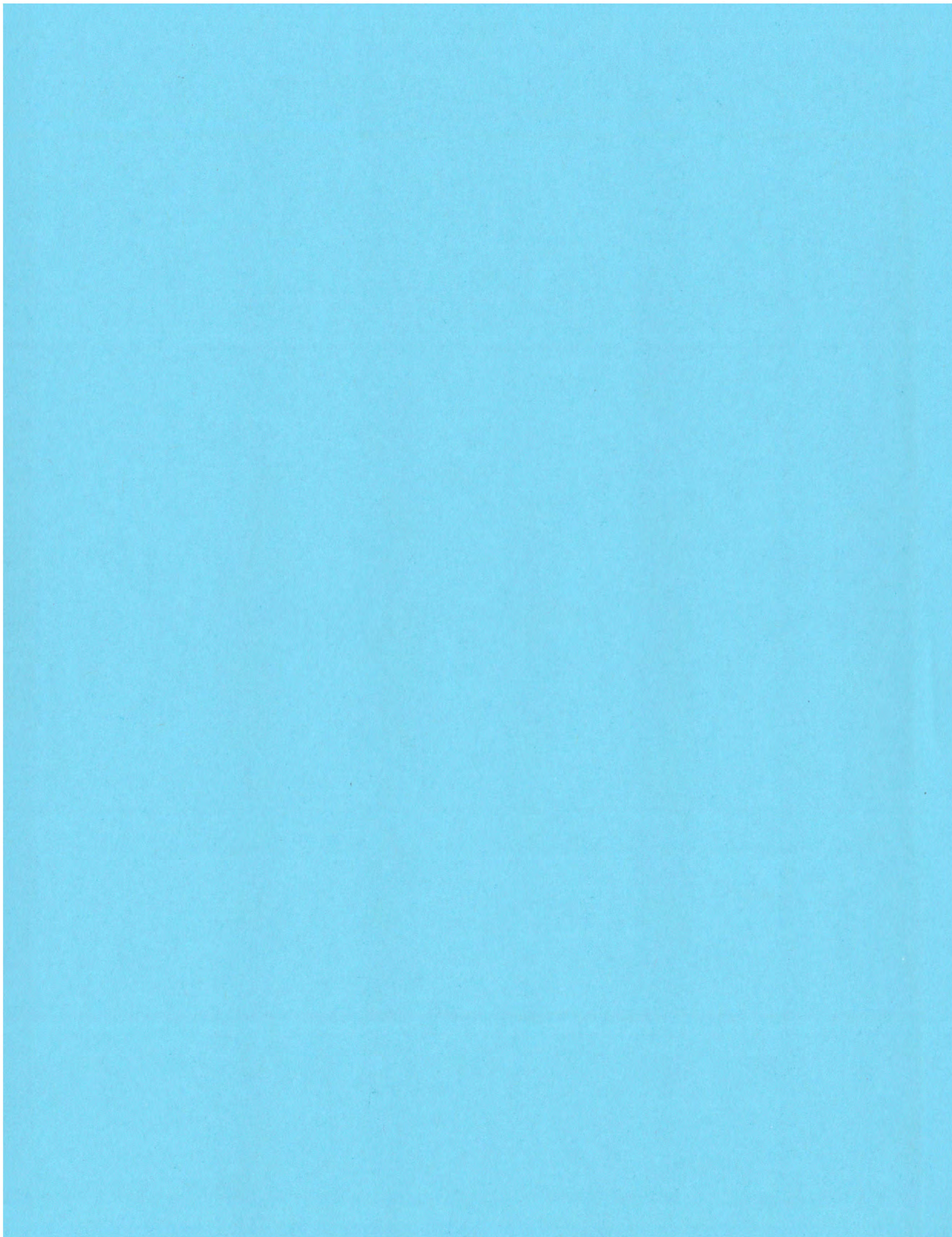
Date May 3, 2019

List the proposed crew size that will be assigned to the section(s) which are the subject of the Proposal (Daily Crew Member Sign In/Sign Out Sheets will be required and be reviewed):

DISTRICT SERVICE AREA	DAILY LANDSCAPE MAINTENANCE CREW MEMBERS	DAILY IRRIGATION MAINTENANCE CREW MEMBERS	ON-SITE FOREMAN	MANAGER
BCID - Interchange	4	1 (weekly)	David Brown	Kevin Heiser

List the proposed schedule to complete entire scope of services for the section(s) which are the subject of the Proposal:

DISTRICT SERVICE AREA	PROPOSED WORK DAYS (Monday – Friday)	HOURS PER WORK DAY
BCID - Interchange	Monday-Wednesday	8





5/3/19

Dear Boggy Creek Improvement District:

We would like to thank you for the opportunity to bid the landscape maintenance for Boggy Creek Improvement District. Down to Earth has been in business for more than 30 years, and we pride ourselves in providing our clients a superior service that enhances the beauty of their property. We understand the standards required for a property of this magnitude and stature. We value the work we perform and keeping our client happy with our services. We would do everything possible to make sure we far exceed your expectations.

There are many reasons Down To Earth should be your first choice for landscape management services. Our high standard and attention to detail will insure you are receiving the best services available. Our communication alone stands above the rest and provides you a sound and recorded report of all services rendered in your community. Our proactive/preventative approach, and warranty after inception of the property, provides you peace of mind that your landscaping needs are being managed properly. We worry about your landscape, so you don't have to! We currently maintain several communities of this size and stature and welcome you to review our workmanship at any of them. Because of our experience working for many large-scale communities, we feel turnover of the property would run smoothly and efficiently without compromise.

We take great care to ensure that your property will be maintained to the high standards that you expect. To achieve this, we have proposed a specifically tailored plan to ensure you get the best services available. Below, we have outlined a few innovative processes in which we feel will help make the transition and quality control at Boggy Creek Improvement District works smoothly for all of us.

1. **DTE Service**-DTE understands the importance of communication and having qualified personnel providing you landscape maintenance services. We will have a dedicated crew(s) onsite for 52 weeks a year. Please also see our maintenance schedule plan for Boggy Creek Improvement District that has been included in this package. This includes our Mowing Schedule, Shrub Maintenance Schedule, Fert/Pest Schedule, Mulch Schedule, & all Tree Trimming Schedule for Boggy Creek Improvement District.
2. **Reports**-We feel we are a little different than our competition in providing a proactive approach to maintenance services. We will provide Boggy Creek Improvement District a customized schedule of services for all 52 weeks of the year (sample attached), and detailed reports included in each month's bill. Please call any of our references to discuss our "take the initiative" attitude.
3. **Communication**-DTE has a 1-day turn-around time for all correspondence. Should an issue arise on your property, you can call or email any of our key personnel and we will respond before the end of the day! All our managers and technicians have email access via their phones, and most have laptops in their vehicles.
4. **IssueTrak Customer Service System**-DTE gives your homeowners the ability to communicate directly with DTE staff via our Customer Care Tab on our website and our Customer Care Email work order system called IssueTrak. This allows your homeowners to report issues, ask questions, and let us know how we are performing on their property. They can expect a response on all inquiries within (2) business days (48 hours) or less. (See example submitted)
5. **Work Orders**-Any work orders that are issued to us will be addressed within one (1) business day (24 hours) or less.

Down to Earth is dedicated to making sure that the transition is an easy process for Boggy Creek Improvement District. Our reputation and repeat clients prove we are the right company for you. We urge you to call the references listed in the proceeding descriptions so that they can explain the type of positive impact Down to Earth will have for Boggy Creek Improvement District. We thank you for your consideration and look forward to working with you!!

Respectfully,

Michael Mosler II
Managing Partner
321-239-4005

mmosler@down2earthinc.com

BOGGY CREEK IMPROVEMENT DISTRICT
STATE ROAD 417 (CENTRAL FLORIDA GREENEWAY)
& LAKE NONA BOULEVARD INTERCHANGE
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$ 20,200.67</u>	<u>\$ 242,408.00</u>	(for twelve (12) months)
Term 2	<u>\$ 20,200.67</u>	<u>\$ 242,408.00</u>	(for twelve (12) months)
Term 3	<u>\$ 20,200.67</u>	<u>\$ 242,408.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (670 SF)	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00
St. Augustine (58,881 SF)	\$ 10,745.28	\$ 10,745.28	\$ 10,745.28
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (2,364,199 SF)	\$ 73,426.08	\$ 73,426.08	\$ 73,426.08
Shrub Beds (291,046 SF)	\$ 71,635.20	\$ 71,635.20	\$ 71,635.20
Trees & Palms	\$ 10,622.64	\$ 10,622.64	\$ 10,622.64
Irrigation	\$ 17,908.80	\$ 17,908.80	\$ 17,908.80
Mulch	\$ 52,470.00	\$ 52,470.00	\$ 52,470.00
TOTAL ANNUAL AMOUNT	\$ 242,408.00	\$ 242,408.00	\$ 242,408.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	5 %	5 %

**SCHEDULE OF VALUES
IRRIGATION & LANDSCAPE**

The following values will be used to compensate the Contractor for landscaping and irrigation maintenance activities. The total unit costs shown include material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation. Unit prices will be used for all change orders (additive or deductive) and all new work authorizations.

Description	Unit	Cost
Additional labor outside of scope		
General Laborer	HR	\$30.00
Irrigation Technician	HR	\$35.00
Irrigation Repairs - includes labor and materials		
.5" to 1" Line Break	LF	\$21.50
1.25" to 2" Line Break	LF	\$70.00
2.5" to 3" Line Break	LF	\$93.00
4" Line Break with Mechanical Fittings	LF	\$145.00
1" Gate Valve	EA	\$112.00
1.5" Gate Valve	EA	\$158.00
2" Gate Valve	EA	\$221.00
2.5" Gate Valve	EA	\$270.00
3" Gate Valve	EA	\$327.00
4" Gate Valve	EA	\$385.00
1" Scrubber Valve	EA	\$219.00
1.5" Scrubber Valve	EA	\$288.00
2" Scrubber Valve	EA	\$350.00
3" Scrubber Valve	EA	\$543.00
Valve Box, various sizes	EA	\$45.00
Tree Bubbler Assembly, Match Existing	EA	\$39.00
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50
Shrub Head - Pop-up, Match Existing	EA	\$27.00
Rotary Head - 3/4"-1", Match Existing	EA	\$32.50
Landscape - includes labor and materials		
Mulch - Hardwood	CY	\$35.00
Mulch - Pine Fines	CY	\$40.00
Mulch - Pine Straw	CY	\$15.00
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - <500 SF	SF	\$0.90
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - 500-5,000 SF	SF	\$0.79
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - >5,000 SF	SF	\$0.69
Argentine Bahia Sod - <500 SF	SF	\$0.45
Argentine Bahia Sod - 500-5,000 SF	SF	\$0.40
Argentine Bahia Sod - >5,000 SF	SF	\$0.35
Annuals - 4-5"	EA	\$1.90
Ground Cover - 1 gallon, Match Existing	EA	\$4.50
Shrub - 3 gallon, Match Existing	EA	\$12.25

Shrub - 5 gallon, Match Existing	EA	\$23.00
Shrub - 7 gallon, Match Existing	EA	\$37.00
Shrub - 15 gallon, Match Existing	EA	\$93.50
Equipment - includes operator		
Water Truck (2,450 gallons), 8 hours on site	Week	\$1,700.00
Water Truck (2,450 gallons), 8 hours on site	Month	\$6,800.00

Note: the total unit cost includes all labor, taxes, equipment, supplies, material and other activities and items which may be required for successful completion of the maintenance activity.

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date April 8, 2019

Addendum No. 2 Date April 26, 2019

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Proposer shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, Proposer shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)

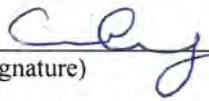
The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

The Owner reserves the right to waive any informalities or to reject any or all proposals.

This proposal made by and on behalf of:

Proposer: SSS DOWN TO EARTH OPCO LLC Date: MAY 3, 2019

Address: 27185 COUNTY ROAD 448A
MOUNT DORA, FL 32757

By: 
(Signature)
MICHAEL MOSLER II, MANAGING PARTNER
Print Name and Title

BOGGY CREEK IMPROVEMENT DISTRICT

ORGANIZATION INFORMATION OF PROPOSER

**STATE ROAD 417 (CENTRAL FLORIDA GREENEWAY) & LAKE NONA BOULEVARD
INTERCHANGE
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Orlando, Florida**

DATE SUBMITTED: MAY 3, 2019

1. **Proposer:** SSS DOWN TO EARTH OPCO LLC
[Company Name]

☐ Individual
☒ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☐ Corporation
☐ Subsidiary Corporation

- 2. Proposer Company Address:**

Street Address: 27185 COUNTY ROAD 448A
P.O. Box (if any): P.O. BOX 738 TANGERINE, FLORIDA 32777
City, State, Zip: MOUNT DORA, FL 32757
Telephone: 352.385.7227 Facsimile: 352.385.7229

1st Contact Name: MICHAEL MOSLER II Title: MANAGING PARTNER
2nd Contact Name: JC NOWOTNY Title: ASST. DIRECTOR OPERATIONS

3. Parent Company Name (if applicable): SAFEGUARD COMPANIES

- 4. Parent Company Address (if different):**

Street Address: 7887 SAFEGUARD CR. (HUB PARKWAY)
P.O. Box (if any): _____
City, State, Zip: VALLEY VIEW, OHIO 44125
Telephone: 216.455.1978 Facsimile: _____

1st Contact Name: ALAN JAFFA Title: CEO
2nd Contact Name: _____ Title: _____

5. List the location of the Proposer's office that would perform Boggy Creek Improvement District (BCID) work.

Street Address: 14645 BOGGY CREEK ROAD
P.O. Box (if any): _____
City, State, Zip: ORLANDO, FL 32824
Telephone: 352.385.7227 Facsimile: _____

1st Contact Name: CHRIS SKERSICK Title: OPERATIONS MANAGER
2nd Contact Name: JC NOWOTNY Title: DIRECTOR OF OPERATIONS

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

Yes () Proceed to Question 6.1
No ☒ Proceed to Question 6.2

- 6.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes () No ()

If no, please explain _____
Date incorporated _____ Charter No. _____

- 6.2 If no, provide the following:

The state in which the Proposer is incorporated: OHIO

Is the Company in good standing with that state: Yes ☒ No ()

If no, please explain _____
Date incorporated 08/1/2016 Charter No. _____

Is the applicant registered with the State of Florida Yes ☒ No ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or a limited liability company, is it organized in the State of Florida?

Yes ☒ Proceed to Question 7.1
No () Proceed to Question 7.2

- 7.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes ☒ No ()

If no, please explain _____
Is the Company in good standing with that state: Yes ☒ No ()

If no, please explain _____
Date Proposer was organized 06/13/2016

- 7.2 If no, provide the following:

The state in which the Proposer is organized: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Is the Proposer registered as a foreign partnership or limited company with the State

of Florida Yes () No ()

If no, please explain _____

8. Does the Proposer hold any registration or licenses with the State of Florida applicable to the contract? Yes ☒ No ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attached additional sheets if necessary)

Type of Registration: FDOT MOT, ALSO SEE ATTACHED LICENCES

License No.: 14677 Expiration Date: 02/19/2020

Qualifying Individual: LAZARO O GONZALEZ Title: MANAGER

List company(ies) currently qualified under this license:

SSS DOWN TO EARTH OPCO LLC

- 8.2 Does the Proposer hold any pre-qualifications, registrations or licenses with the Florida Department of Transportation, Central Florida Expressway Authority (CFX), Orange County or the City of Orlando applicable to this contract? Yes ☒ No ()

If yes, please list and provide a photocopy of each listed license or registration.

FNGLA (FCLC), FDOT MOT, ALSO SEE ATTACHED LICENCES

- 8.3 Does the proposer currently, or will the proposer be able to, obtain approval from the Central Florida Expressway Authority (CFX) to work within their Rights-of-Way

Currently approved ☒

Will be able to be approved ()

Not sure if will be approved ()

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

(2016) \$44 MILLION PLUS

(2017) \$55 MILLION PLUS

(2018) \$105 MILLION PLUS

10. What are the Proposer's current insurance limits?

General Liability \$ 2,000,000

Automobile Liability \$ 2,000,000

Workers Compensation \$ 1,000,000

Expiration Date 12/2019

11. Has the Proposer been cited by OSHA for any job site or company office / shop safety violations in the past two years? Yes () No ☒

If yes, please describe each violation, fine and resolution N/A

11.1 What is the Proposer's current worker compensation rating (also known as Experience Modification Rating)?

.73

11.2 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 two years:

Yes () No ☒

If yes, please describe each incident N/A

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s). Yes () No ☒

If so, state the name(s) of the company(ies) N/A

The state where barred or suspended N/A

State the period(s) of debarment or suspension

13. What is the landscape & irrigation maintenance experience of the proposed project manager?

Individual's Name	Present Position or Office	Magnitude And Type Of Work	Years of Landscape & Irrigation Maintenance Experience	Years With The Firm	In What Capacity?
CHRIS SKERSICK	OPERATIONS MGR	LANDSCAPE	20 YEARS	8 YEARS	MANAGER
JC NOWOTNY	OPERATIONS	IRRIGATION CONSTRUCTION	16 YEARS	7 YEARS	MANAGER
SHANE PARRISH	IRRIGATION MGR	IRRIGATION	21 YEARS	9 YEARS	MANAGER

14. Have you ever failed to complete any work awarded to you? Yes () No ☒

If so, where and why? N/A

15. Has any office or partner or your organization ever been an officer, partner, or owner of some other organization that has failed to complete a contract? Yes () No ☒

If so, state name of individual, other organization and reason therefore

N/A

16. List any and all litigation to which the organization has been a party in the last five (5) years.

N/A

17. Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No ☒

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

N/A

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the Boggy Creek Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing, and general reputation of the application.

SSS DOWN TO EARTH OPCO LLC

Name of Proposer

By:



MICHAEL MOSLER II

MANAGING PARTNER

By:

[Type Name and Title of Person Signing]

This 3 day of MAY, 2019

State of Florida

County of LAKE

The foregoing instrument was acknowledged before me this 3 day of

MAY

, 2019, by MICHAEL MOSLER II, of the SSS DOWN TO EARTH OPCO LLC

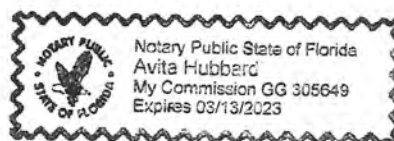
✓

who is personally known to me or who has produced

as identification and who did / did not take an oath.



Signature of Notary Taking Acknowledgement



COMPANY-OWNED MAJOR EQUIPMENT
(Attach Additional Sheets if Necessary)

Company Name SSS DOWN TO EARTH OPCO LLC

Date 05/03/2019[illegible]



2019 Company Equipment List

TCM Loaders	20	Stihl Short Trimmers	225
Trenchers	14	Stihl Medium Trimmers	300
Skidsteer	2	Stihl Long Trimmers	375
Tractor with Bushhog	6	Stihl Pole Saw	120
Tractor with Disk	2	Vortex Blower	38
Toro Side Winder	3	John Deere Gators (2 Seat)	38
Service Truck	3	John Deere Gators (4 Seat)	15
Large Truck with Gooseneck Trailer	5	John Deere Gator Spray Unit (Fert/Pest)	23
Sodcutter	15	Water Truck	3
Roller	2	Golf Cart	60
Semi with Drop Trailer	3	GMC/Chevy 2500 Extra Cab	89
Dump Trailer with Large Leaf Vacuum	2	GMC/Chevy 1500 Crew Cab	35
Dump Trucks	3	GMC/Chevy Van	12
Large Isuzu Truck with Landscape Bed	3	8' Open Trailer	48
John Deere 21" Commercial Mower	60	20' Open Trailer	45
John Deere 36" Commercial Mower	53	Enclosed Trailer	98
John Deere 48" Stand Up Mower	15	"Z" Sprays (Fert/Pest)	14
John Deere 60" Commercial Mower	225	Dump Trailer	23
John Deere 72" Commercial Mower	128	Water Trailer	6
Hustler 104" Commercial Mower	3	PSI Washer	30
Stihl Edgers	375	Auger's/Tiller's for Annual Beds	30
Stihl Weed eaters	375	Smithco Sprayer (Fert/Pest)	15
Stihl Backpack Blowers	600	8' Ladders	113
Pull Behind Buffalo Blower	23	Leaf Vacuum	5

MAINTENANCE CREW & SCHEDULING

Company Name SSS DOWN TO EARTH OPCO LLC

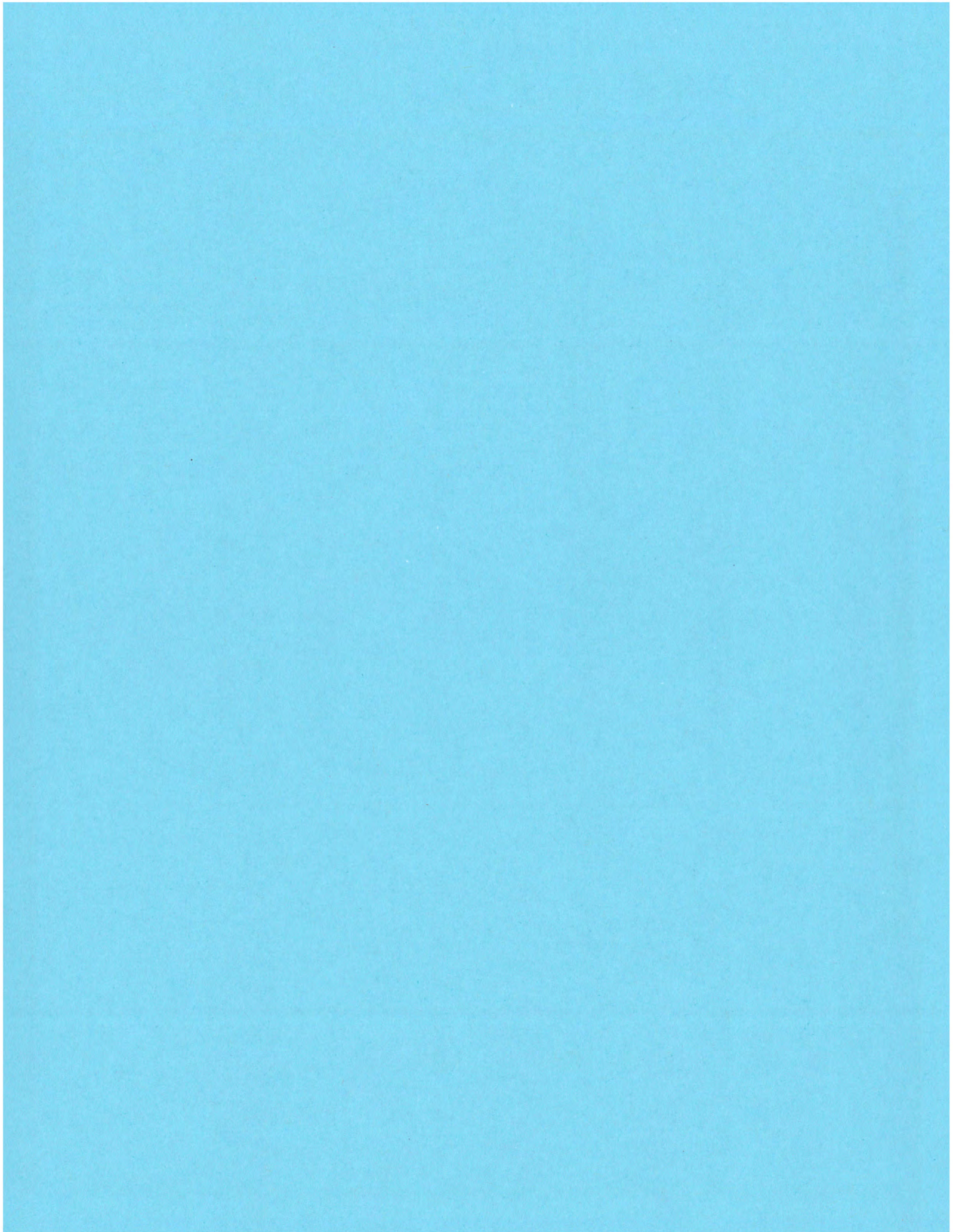
Date 05/03/2019

List the proposed crew size that will be assigned to the section(s) which are the subject of the Proposal (Daily Crew Member Sign In/Sign Out Sheets will be required and be reviewed):

DISTRICT SERVICE AREA	DAILY LANDSCAPE MAINTENANCE CREW MEMBERS	DAILY IRRIGATION MAINTENANCE CREW MEMBERS	ON-SITE FOREMAN	MANAGER
BCID - Interchange	4	1	1	1

List the proposed schedule to complete entire scope of services for the section(s) which are the subject of the Proposal:

DISTRICT SERVICE AREA	PROPOSED WORK DAYS (Monday – Friday)	HOURS PER WORK DAY
BCID - Interchange	MONDAY - THURSDAY	8





OMEGASCAPES

LANDSCAPE MANAGEMENT PROPOSAL

Prepared For:



Boggy Creek Improvement District
Orlando, FL

BOGGY CREEK IMPROVEMENT DISTRICT
STATE ROAD 417 (CENTRAL FLORIDA GREENEWAY)
& LAKE NONA BOULEVARD INTERCHANGE
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$19,750</u>	<u>\$237,000</u>	(for twelve (12) months)
Term 2	<u>\$20,342</u>	<u>\$244,342</u>	(for twelve (12) months)
Term 3	<u>\$20,952</u>	<u>\$251,424</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (1,040 SF)	\$ 15,730	\$ 16,202	\$ 16,689
St. Augustine (240,000 SF)	\$ 66,805	\$ 69,041	\$ 70,864
Zoysia (SF)	\$	\$	\$
Bermuda (SF)	\$	\$	\$
Bahia (850,000 SF)	\$ 12,114	\$ 12,477	\$ 12,851
Shrub Beds (150,000 SF)	\$ 63,950	\$ 65,869	\$ 67,845
Trees & Palms	\$ 660	\$ 680	\$ 700
Irrigation	\$ 5,741	\$ 5,913	\$ 6,090
Mulch	\$ 72,000	\$ 74,160	\$ 76,385
TOTAL ANNUAL AMOUNT	\$ 237,000	\$ 244,342	\$ 251,424

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	N/A %	N/A %	N/A %

**SCHEDULE OF VALUES
IRRIGATION & LANDSCAPE**

The following values will be used to compensate the Contractor for landscaping and irrigation maintenance activities. The total unit costs shown include material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation. Unit prices will be used for all change orders (additive or deductive) and all new work authorizations.

Description	Unit	Cost
Additional labor outside of scope		
General Laborer	HR	\$35.00
Irrigation Technician	HR	\$45.00
Irrigation Repairs - includes labor and materials		
.5" to 1" Line Break	LF	\$21.50
1.25" to 2" Line Break	LF	\$70.00
2.5" to 3" Line Break	LF	\$93.00
4" Line Break with Mechanical Fittings	LF	\$175.00
1" Gate Valve	EA	\$112.00
1.5" Gate Valve	EA	\$158.00
2" Gate Valve	EA	\$240.00
2.5" Gate Valve	EA	\$270.00
3" Gate Valve	EA	\$327.00
4" Gate Valve	EA	\$450.00
1" Scrubber Valve	EA	\$219.00
1.5" Scrubber Valve	EA	\$315.00
2" Scrubber Valve	EA	\$375.00
3" Scrubber Valve	EA	\$605.00
Valve Box, various sizes	EA	\$45.00
Tree Bubbler Assembly, Match Existing	EA	\$39.00
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50
Shrub Head - Pop-up, Match Existing	EA	\$27.00
Rotary Head - 3/4"-1", Match Existing	EA	\$45.00
Landscape - includes labor and materials		
Mulch - Hardwood	CY	\$35.00
Mulch - Pine Fines	CY	\$40.00
Mulch - Pine Straw	CY	\$15.00
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - <500 SF	SF	\$0.90
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - 500-5,000 SF	SF	\$0.79
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - >5,000 SF	SF	\$0.69
Argentine Bahia Sod - <500 SF	SF	\$0.45
Argentine Bahia Sod - 500-5,000 SF	SF	\$0.40
Argentine Bahia Sod - >5,000 SF	SF	\$0.35
Annuals - 4-5"	EA	\$1.90
Ground Cover - 1 gallon, Match Existing	EA	\$6.00
Shrub - 3 gallon, Match Existing	EA	\$15.50

Shrub - 5 gallon, Match Existing	EA	\$25.00
Shrub - 7 gallon, Match Existing	EA	\$43.00
Shrub - 15 gallon, Match Existing	EA	\$95.25
Equipment - includes operator		
Water Truck (2,450 gallons), 8 hours on site	Week	\$2,200
Water Truck (2,450 gallons), 8 hours on site	Month	\$7,300

Note: the total unit cost includes all labor, taxes, equipment, supplies, material and other activities and items which may be required for successful completion of the maintenance activity.

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date April 8th, 2019

Addendum No. 2 Date April 26th, 2019

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Proposer shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, Proposer shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

<u>Enviro Tree Services</u>	<u>Palm and Tree</u>	<u>.7%</u>
(Name of Subcontractor)	(Type of Construction)	(% of Work)
<u>Complete Pest Management</u>	<u>Fert and Pest Control</u>	<u>2%</u>
(Name of Subcontractor)	(Type of Construction)	(% of Work)
<u>Mulch, INC.</u>	<u>Mulch Installation</u>	<u>30%</u>
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)

The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

The Owner reserves the right to waive any informalities or to reject any or all proposals.

This proposal made by and on behalf of:

Proposer: OmegaScapes, INC. Date: May 6th, 2019

Address: 4954 N. Apopka Vineland Road
Orlando, FL 32818 By: _____
(Signature)

Print Name and Title

BOGGY CREEK IMPROVEMENT DISTRICT

ORGANIZATION INFORMATION OF PROPOSER

STATE ROAD 417 (CENTRAL FLORIDA GREENEWAY) & LAKE NONA BOULEVARD
INTERCHANGE
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Orlando, Florida

DATE SUBMITTED: May 6th, 2019

1. Proposer: OmegaScapes, INC.
[Company Name]

☐ Individual
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☒ Corporation
☐ Subsidiary Corporation

2. Proposer Company Address:

Street Address: 4954 N. Apopka Vineland Road
P.O. Box (if any): _____
City, State, Zip: Orlando, FL 32818
Telephone: (407)930-6010 Facsimile: _____

1st Contact Name: Derek Ryan Title: Business Development
2nd Contact Name: James Brown Title: Account Manager

3. Parent Company Name (if applicable): _____

4. Parent Company Address (if different):

Street Address: _____
P.O. Box (if any): _____
City, State, Zip: _____
Telephone: _____ Facsimile: _____

1st Contact Name: _____ Title: _____
2nd Contact Name: _____ Title: _____

5. List the location of the Proposer's office that would perform Boggy Creek Improvement District (BCID) work.

Street Address: 4954 N. Apopka Vineland Road
P.O. Box (if any): _____
City, State, Zip: Orlando, FL 32818
Telephone: _____ Facsimile: _____

1st Contact Name: Derek Ryan Title: Business Development
2nd Contact Name: James Brown Title: Account Manager

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

Yes (X) Proceed to Question 6.1
No () Proceed to Question 6.2

6.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (X) No ()

If no, please explain _____

Date incorporated May 28th 2015 Charter No. p15000047715

6.2 If no, provide the following:

The state in which the Proposer is incorporated: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida Yes () No ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or a limited liability company, is it organized in the State of Florida?

Yes () Proceed to Question 7.1
No () Proceed to Question 7.2

7.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes () No ()

If no, please explain _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Date Proposer was organized _____

7.2 If no, provide the following:

The state in which the Proposer is organized: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Is the Proposer registered as a foreign partnership or limited company with the State

of Florida Yes () No ()

If no, please explain _____

8. Does the Proposer hold any registration or licenses with the State of Florida applicable to the contract? Yes () No (X)

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attached additional sheets if necessary)

Type of Registration: _____

License No.: _____ Expiration Date: _____

Qualifying Individual: _____ Title: _____

List company(ies) currently qualified under this license: _____

- 8.2 Does the Proposer hold any registrations or licenses with Orange County or the City of Orlando applicable to this contract? Yes (X) No ()

If yes, please list and provide a photocopy of each listed license or registration.

Business Tax Receipt

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

(2016) 445,590.77

(2017) 1,176,772.04

(2018) 1,833,183.71

10. What are the Proposer's current insurance limits?

General Liability \$ 1 million

Automobile Liability \$ 1 million

Workers Compensation \$ 1 million

Expiration Date June 3, 2019

11. Has the Proposer been cited by OSHA for any job site or company office / shop safety violations in the past two years? Yes () No (X)

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

- 11.1 What is the Proposer's current worker compensation rating (also known as Experience Modification Rating)?

1

11.2 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 two years:

Yes () No (X)

If yes, please describe each incident _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s). Yes () No (X)

If so, state the name(s) of the company(ies) _____

The state where barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the landscape & irrigation maintenance experience of the proposed project manager?

Individual's Name	Present Position or Office	Magnitude And Type Of Work	Years of Landscape & Irrigation Maintenance Experience	Years With The Firm	In What Capacity?
James Brown	Senior Acct Manger	Land Main	13	1 1/2	Acct Manager
Kyle V.	Acct Manager	Land Main	25	1	Acct Manager
Paul Riggins	Acct Manager	Land Main	23	1	Acct Manager

14. Have you ever failed to complete any work awarded to you? Yes () No (X)

If so, where and why? _____

15. Has any office or partner or your organization ever been an officer, partner, or owner of some other organization that has failed to complete a contract? Yes () No (X)

If so, state name of individual, other organization and reason therefore _____

16. List any and all litigation to which the organization has been a party in the last five (5) years.

N/A

17. Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (X)

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the Boggy Creek Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing, and general reputation of the application.

OmegaScapes Inc.
Name of Proposer

By: KS

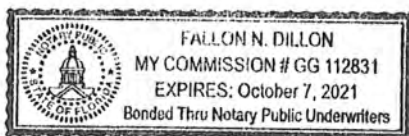
This 3rd day of May, 2019

By: Kevin Carmean, President
[Type Name and Title of Person Signing]

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 3rd day of May, 2019, by Kevin Carmean, of the OmegaScapes, who is personally know to me or who has produced _____ as identification and who did / did not take an oath.



[Signature]
Signature of Notary Taking Acknowledgement

COMPANY-OWNED MAJOR EQUIPMENT
(Attach Additional Sheets if Necessary)

Company Name **OmegaScapes, INC.**

Date May 6th 2019[illegible]

MAINTENANCE CREW & SCHEDULING

Company Name **OmegaScapes, INC.**

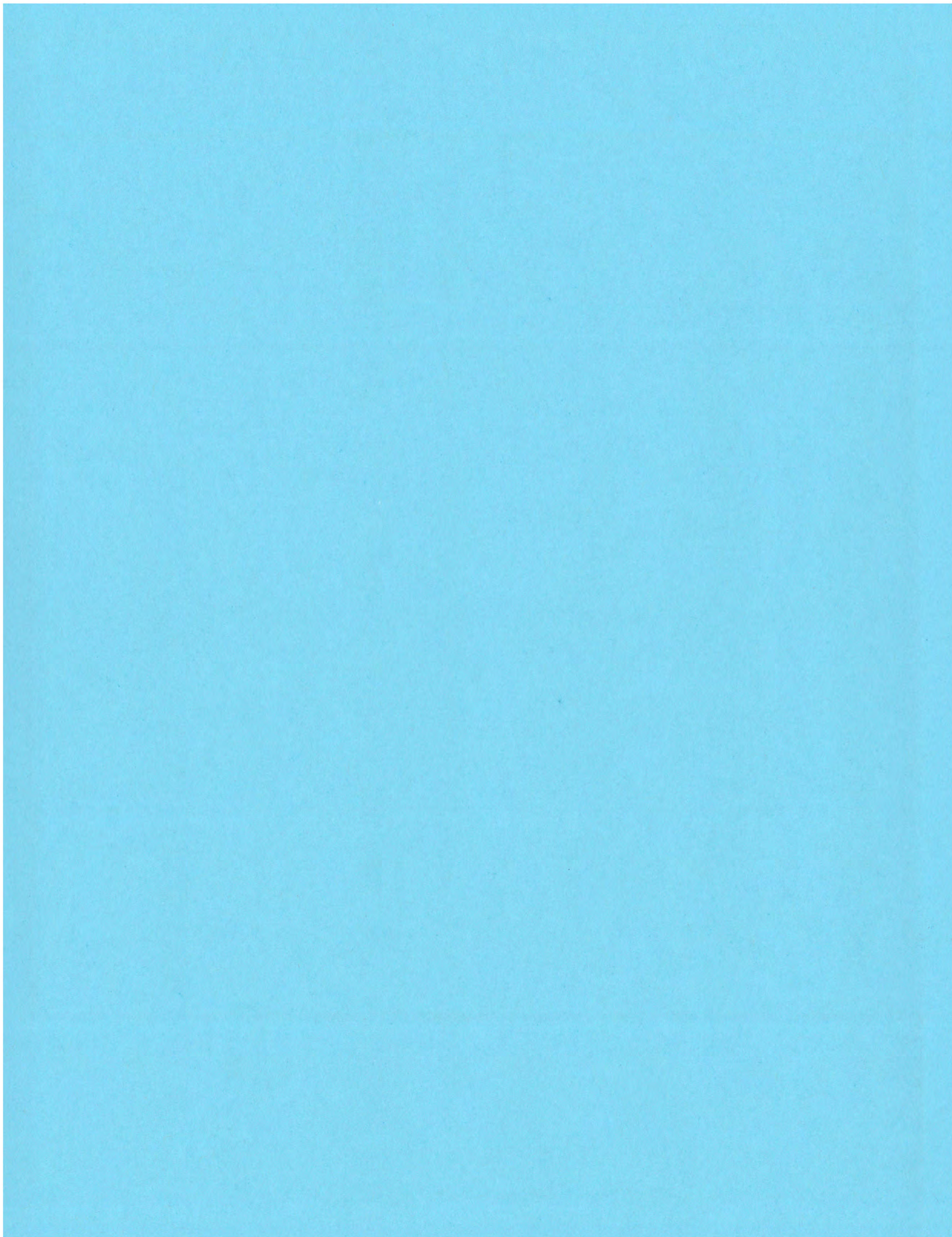
Date **May 6th 2019**

List the proposed crew size that will be assigned to the section(s) which are the subject of the Proposal (Daily Crew Member Sign In/Sign Out Sheets will be required and be reviewed):

DISTRICT SERVICE AREA	DAILY LANDSCAPE MAINTENANCE CREW MEMBERS	DAILY IRRIGATION MAINTENANCE CREW MEMBERS	ON-SITE FOREMAN	MANAGER
BCID - Interchange	4	1	1	1

List the proposed schedule to complete entire scope of services for the section(s) which are the subject of the Proposal:

DISTRICT SERVICE AREA	PROPOSED WORK DAYS (Monday – Friday)	HOURS PER WORK DAY
BCID - Interchange	Mon-Tues	10





Presented To: PFM Group Consulting
May 6th, 2019

BOGGY CREEK IMPROVEMENT DISTRICT

**STATE ROAD 417 (CENTRAL FLORIDA GREENEWAY)
& LAKE NONA BOULEVARD INTERCHANGE
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	\$24,341.00	\$292,092.00	(for twelve (12) months)
Term 2	\$24,341.00	\$292,092.00	(for twelve (12) months)
Term 3	\$25,071.25	\$300,855.00	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (685 SF)	\$ 10,296.00	\$ 10,296.00	\$ 10,605.00
St. Augustine (54850 SF)	\$ 13,273.00	\$ 13,273.00	\$ 13,671.00
Zoysia (0 SF)	\$ N/A	\$ N/A	\$ N/A
Bermuda (0 SF)	\$ N/A	\$ N/A	\$ N/A
Bahia (2187851 SF)	\$ 82,956.00	\$ 82,956.00	\$ 85,445.00
Shrub Beds (305588 SF)	\$ 69,683.00	\$ 69,683.00	\$ 71,774.00
Trees & Palms	\$ 15,768.00	\$ 15,768.00	\$ 16,241.00
Irrigation	\$ 17,112.00	\$ 17,112.00	\$ 17,625.00
Mulch	\$ 83,004.00	\$ 83,004.00	\$ 85,494.00
TOTAL ANNUAL AMOUNT	\$ 292,092.00	\$ 292,092.00	\$ 300,855.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	3 %	3 %

SCHEDULE OF VALUES LANDSCAPE & IRRIGATION

The following values will be used to compensate the Contractor for landscape and irrigation maintenance activities and improvements that are not included in the contract scope of work. The total unit cost shown includes material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation.

Description	Unit	Cost
Labor		
General Laborer	HR	\$40.00
Irrigation Technician	HR	\$50.00
Irrigation		
.5" to .75" Line Break	LF	\$21.50
1" to 1.25" Line Break	LF	\$28.00
1.5" to 2" Line Break	LF	\$70.00
2.5" to 3" Line Break	LF	\$93.00
4" Line Break	LF	\$112.00
1" Gate Valve	EA	\$112.00
1.5" Gate Valve	EA	\$158.00
2" Gate Valve	EA	\$212.00
2.5" Gate Valve	EA	\$270.00
3" Gate Valve	EA	\$327.00
4" Gate Valve	EA	\$385.00
1" Scrubber Valve	EA	\$219.00
1.5" Scrubber Valve	EA	\$288.00
2" Scrubber Valve	EA	\$380.00
2.5" Scrubber Valve	EA	N/A
3" Scrubber Valve	EA	\$743.00
Rectangular Valve Box - Regular	EA	\$43.00
Rectangular Valve Box - Reclaimed	EA	\$50.00
Round Valve Box - Regular	EA	\$36.00
Round Valve Box - Reclaimed	EA	\$43.00
Tree Bubbler Assembly, Match Existing	EA	\$39.00
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50
Shrub Head - Pop-up, Match Existing	EA	\$27.00
Rotary Head	EA	\$32.50
Extend/lengthen Riser	EA	\$9.00
Relocate Head Within 5"	EA	\$18.00
Landscape		
Mulch - Hardwood, No Dye, From Mulch, Inc., Blown-in	CY	\$43.00
Mulch - Hardwood, No Dye, From Mulch, Inc., Bagged	CY	\$43.00
Mulch - Pine Fines	CY	\$43.00
Mulch - Pine Straw	CY	\$40.00

St Augustine Sod - <2,500 SF	SF	\$0.86
St Augustine Sod - <5,000 SF	SF	\$0.79
St Augustine Sod - >5,000 SF	SF	\$0.72
Argentine Bahia Sod - <2,500 SF	SF	\$0.68
Argentine Bahia Sod - <5,000 SF	SF	\$0.60
Argentine Bahia Sod - >5,000 SF	SF	\$0.52
Bermuda 419 Tifway Sod - <2,500 SF	SF	\$0.86
Bermuda 419 Tifway Sod - <5,000 SF	SF	\$0.79
Bermuda 419 Tifway Sod - >5,000 SF	SF	\$0.72
Zoysia Empire Sod - <2,500 SF	SF	\$0.86
Zoysia Empire Sod - <5,000 SF	SF	\$0.79
Zoysia Empire Sod - >5,000 SF	SF	\$0.72
Annuals - 4-5"	EA	\$1.90
Annuals - 1 gallon	EA	\$4.50
Ground Cover - 4"	EA	\$2.30
Shrub - 3 gallon, Match Existing	EA	\$12.25
Shrub - 5 gallon, Match Existing	EA	N/A
Shrub - 7 gallon, Match Existing	EA	\$37.00
Shrub - 15 gallon, Match Existing	EA	\$108.00
Equipment		
Water Truck (2,450 gallons), 8 hours on site	Day	\$625.00
Water Truck (2,450 gallons), 8 hours on site	Week	\$2,975.00
Water Truck (2,450 gallons), 8 hours on site	Month	\$9,500.00

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date 4/8/2019
Addendum No. 2 Date 4/26/2019
Addendum No. _____ Date _____
Addendum No. _____ Date _____

Proposer shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, Proposer shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

<u>Robinson Tractor</u>	<u>Mowing</u>	<u>3</u>
(Name of Subcontractor)	(Type of Construction)	(% of Work)
<u>Mulch Incorporated</u>	<u>Mulch Install</u>	<u>12</u>
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)

The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

The Owner reserves the right to waive any informalities or to reject any or all proposals.

This proposal made by and on behalf of:

Proposer: Brightview Date: May 6th 2019
Address: 103 West 7th street
Orlando FL 32810 By: [Signature]
(Signature) Joe Guillen
Print Name and Title

BOGGY CREEK IMPROVEMENT DISTRICT

ORGANIZATION INFORMATION OF PROPOSER

STATE ROAD 417 (CENTRAL FLORIDA GREENEWAY) & LAKE NONA BOULEVARD
INTERCHANGE
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Orlando, Florida

DATE SUBMITTED: May 6th, 2019, 2019

1. **Proposer:** Brightview Landscape Services

[Company Name]

☐ Individual
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☒ Corporation
☐ Subsidiary Corporation

2. **Proposer Company Address:**

Street Address: 103 West 7th Street
P.O. Box (if any): _____
City, State, Zip: Orlando, FL 32824
Telephone: 407-780-6647 Facsimile: _____

1st Contact Name: JC Guillen Title: Business Developer
2nd Contact Name: Derek Buehler Title: Branch Manager

3. **Parent Company Name (if applicable):** _____

4. **Parent Company Address (if different):**

Street Address: _____
P.O. Box (if any): _____
City, State, Zip: _____
Telephone: _____ Facsimile: _____

1st Contact Name: _____ Title: _____
2nd Contact Name: _____ Title: _____

5. List the location of the Proposer's office that would perform Boggy Creek Improvement District (BCID) work.

Street Address: 103 West 7th Street
P.O. Box (if any): _____
City, State, Zip: Orlando, FL 32824
Telephone: _____ Facsimile: _____

1st Contact Name: JC Guillen Title: Business Developer
2nd Contact Name: Derek Buehler Title: Branch Manager

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

Yes (☒) Proceed to Question 6.1
No (☐) Proceed to Question 6.2

- 6.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (☒) No (☐)

If no, please explain _____

Date incorporated 12/15/88 Charter No. K51636

- 6.2 If no, provide the following:

The state in which the Proposer is incorporated: _____

Is the Company in good standing with that state: Yes (☐) No (☐)

If no, please explain _____

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida Yes (☐) No (☐)

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or a limited liability company, is it organized in the State of Florida?

Yes (☒) Proceed to Question 7.1
No (☐) Proceed to Question 7.2

- 7.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (☒) No (☐)

If no, please explain _____

Is the Company in good standing with that state: Yes (☒) No (☐)

If no, please explain _____

Date Proposer was organized 12/15/88

- 7.2 If no, provide the following:

The state in which the Proposer is organized: _____

Is the Company in good standing with that state: Yes (☐) No (☐)

If no, please explain _____

Is the Proposer registered as a foreign partnership or limited company with the State

of Florida Yes () No ()

If no, please explain _____

8. Does the Proposer hold any registration or licenses with the State of Florida applicable to the contract? Yes (x) No ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attached additional sheets if necessary)

Type of Registration: See Attachment

License No.: _____ Expiration Date: _____

Qualifying Individual: _____ Title: _____

List company(ies) currently qualified under this license:

- 8.2 Does the Proposer hold any pre-qualifications, registrations or licenses with the Florida Department of Transportation, Central Florida Expressway Authority (CFX), Orange County or the City of Orlando applicable to this contract? Yes (x) No ()

If yes, please list and provide a photocopy of each listed license or registration.

See Attachment

- 8.3 Does the proposer currently, or will the proposer be able to, obtain approval from the Central Florida Expressway Authority (CFX) to work within their Rights-of-Way

Currently approved (x)

Will be able to be approved ()

Not sure if will be approved ()

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

(2016) 1.2B

(2017) 1.25B

(2018) 1.3B

10. What are the Proposer's current insurance limits?

General Liability \$ 2M

Automobile Liability \$ 2M

Workers Compensation \$ 1M

Expiration Date 11/1/19

11. Has the Proposer been cited by OSHA for any job site or company office / shop safety violations in the past two years? Yes () No (x)

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

11.1 What is the Proposer's current worker compensation rating (also known as Experience Modification Rating)?

1.9%

11.2 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 two years:

Yes () No (x)

If yes, please describe each incident _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s). Yes () No (x)

If so, state the name(s) of the company(ies) _____

The state where barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the landscape & irrigation maintenance experience of the proposed project manager?

Individual's Name	Present Position or Office	Magnitude And Type Of Work	Years of Landscape & Irrigation Maintenance Experience	Years With The Firm	In What Capacity?
Jamie Clay	Sr. Account Manager	500K Maintenance	20 years	20 years	Landscaping Management
Charles Pitman	Account Manager	500K Maintenance	22 years	10 years	Landscaping Management
Jason Nelson	Irrigation Manager	1M maintenance	19 years	13 years	Landscaping Management

14. Have you ever failed to complete any work awarded to you? Yes () No (x)

If so, where and why? _____

15. Has any office or partner or your organization ever been an officer, partner, or owner of some other organization that has failed to complete a contract? Yes () No (x)

If so, state name of individual, other organization and reason therefore _____

16. List any and all litigation to which the organization has been a party in the last five (5) years.

N/A

17. Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (x)

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the Boggy Creek Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing, and general reputation of the application.

Jose C. Guillen
Name of Proposer

By: [Signature]

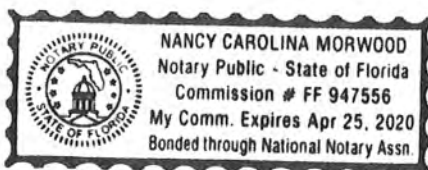
This 01 day of May, 2019

By: Business Developer
[Type Name and Title of Person Signing]

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 01 day of May, 2019, by Jose C. Guillen, of the Boggy Creek, who is personally known to me or who has produced _____ as identification and who did / did not take an oath.



[Signature]
Signature of Notary Taking Acknowledgement

Available Equipment

Route Trucks

- (10) Ford F150 ½ Ton Pick Ups
- (12) Ford F250 ¾ Ton Pick Ups
- (6) Ford F550 –Trucks

Spray Trucks

- (1) Ford F250 Spray Truck 200 Gallon
- (1) Ford 450 RC Spray Truck with 2 Lesco skid mounted sprayers -300 gallons
- (4) 50 gallon Lesco Sprayer Skid Mount
- (5) Ride on z-sprayers
- (2) Toro ride on boom sprayers
- (1) Vortex spreader ornamental fertilizer

Irrigation Truck

- (4) Ford F250 SC XL
- (2) E-150

Dump Body Trucks

- (3) Ford F450 Trucks
- (3) Isuzu Dump Trucks

Trailers

- (12) Custom Built Equipment Trailer
- (2) Weld Rite 16' Batwing Trailer
- (1) 10' Flatbed
- (1) Ray side 16'x6'
- (1) Weld Rite 16'x6'
- (9) 20' Enclosed Trailer



Mower Equipment

- (8) 48" Walk behind mowers
- (15) 52" Stand on mower
- (2) 11' Batwing Mowers
- (30) 61" Riding Mowers



Field Equipment (400 units)

- Gas articulating shears
- Hand shears
- Straight shears
- Back pack sprayers
- Fertilizer spreaders
- Hand spreaders
- Walk behind spreaders
- Riding fertilizer spreaders



Large Equipment

- (1) Polecat Aerial Lift
- (3) Bandit 1590 Brush Chipper
- (1) Skid Steer Loaders
- (2) Aerial Lift Trucks

Utility Vehicle

- (6) John Deere

MAINTENANCE CREW & SCHEDULING

Company Name Brightview Landscape Services

Date May 6th, 2019

List the proposed crew size that will be assigned to the section(s) which are the subject of the Proposal (Daily Crew Member Sign In/Sign Out Sheets will be required and be reviewed):

DISTRICT SERVICE AREA	DAILY LANDSCAPE MAINTENANCE CREW MEMBERS	DAILY IRRIGATION MAINTENANCE CREW MEMBERS	ON-SITE FOREMAN	MANAGER
BCID - Interchange	4	1	1	1

List the proposed schedule to complete entire scope of services for the section(s) which are the subject of the Proposal:

DISTRICT SERVICE AREA	PROPOSED WORK DAYS (Monday – Friday)	HOURS PER WORK DAY
BCID - Interchange	Monday- Tuesday	10

BOGGY CREEK IMPROVEMENT DISTRICT

Construction Committee Recommendation

BOGGY CREEK IMPROVEMENT DISTRICT (SR 417 INTERCHANGE)
LANDSCAPING AND IRRIGATION MAINTENANCE RFP

Bid/Fee Detail

<u>Proposer</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>Total, 3 Years</u>		<u>Hours Per Week</u>
HHLC	\$176,304.00	\$176,304.00	\$176,304.00	\$528,912.00	Wed	8
Carol King	\$209,496.00	\$209,496.00	\$215,784.00	\$634,776.00	Mon-Wed	24
Down 2 Earth	\$242,408.00	\$242,408.00	\$242,408.00	\$727,224.00	Mon-Thur	32
Omega Scapes	\$237,000.00	\$244,342.00	\$251,424.00	\$732,766.00	Mon-Tues	20
BrightView	\$292,092.00	\$292,092.00	\$300,855.00	\$885,039.00	Mon-Tues	20

Proposer Rankings

<u>Contractor</u>	<u>Personnel, Workload Max. 30 Pts.</u>	<u>Experience Max. 30 Pts.</u>	<u>Understanding of Scope Max. 10 Pts.</u>	<u>Price Max. 30 Pts.</u>	<u>Point Total Max. 100 Pts.</u>	<u>Ranking Based on Total Points</u>
HHLC	0	0	0	0.00	0.00	5
Carol King	25	25	5	30.00	85.00	3
Down 2 Earth	30	25	10	25.63	90.63	1
Omega Scapes	30	25	7	25.37	87.37	2
BrightView	30	25	10	18.17	83.17	4

BOGGY CREEK IMPROVEMENT DISTRICT

**Award of Landscape and Irrigation Maintenance
Services – Lake Nona Boulevard South & Roadways**

Boggy Creek Improvement District Evaluation Criteria

1. Technical Capability (30 points)

Considerations here include the geographic locations of the firm's office(s) in relation to the project; adequacy of equipment to perform the work in a high quality manner; adequacy and capabilities of labor available to perform the work according to the specifications; qualifications, training, and licenses/certifications of key personnel; evaluation of existing and future workload; the volume of work previously awarded to the firm; proposed detailed staffing levels, etc.

2. Experience (30 points)

The proposer's past record and experience in similar projects will be considered. Additional factors may include past performance on other projects, record and experience working for the references provided, observation of similar sites maintained by the firm, character, integrity, and reputation of respondent, etc.

3. Understanding of Scope of Work (10 points)

Points will be awarded based on the proposer's demonstrated understanding of the District's needs for the services requested and the level of detail provided in the proposal.

4. Price (30 points)

Points will be awarded to the proposer submitting the lowest total proposal for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that proposer's proposal and the low proposal.

Total Points Possible (100 points)

BOGGY CREEK IMPROVEMENT DISTRICT
LAKE NONA BOULEVARD SOUTH AND ROADWAYS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL

TO: Boggy Creek Improvement District

FROM: Helping Hand Lawn Care

In response to your Notice of Solicitation, the undersigned hereby submits our Proposal for Landscape and Irrigation Maintenance Services within the Boggy Creek Improvement District. This Proposal has been prepared and submitted subject to the conditions and requirements set forth in the Request for Proposal and other applicable Proposal Documents, including all Addenda. All of the aforementioned documents, so far as they relate to this Proposal, are made a part hereof. The undersigned (Contractor) herewith proposes to provide the services stipulated for the lump sum prices given by the Schedule of Values, that is a part hereof.

The undersigned has carefully checked the Schedule of Values against the Request for Proposal including the Scope of Work before preparing this Proposal and submits them as correctly listing the complete work to be done in accordance with the Request for Proposal.

The undersigned Proposer has examined the entire request for Proposal Documents and all addenda and is acquainted with and fully understands the extent and character of the Work covered by this Proposal and the specified requirements for the Work. Further, the Proposer has examined the work site and is fully informed as to conditions at this site.

The undersigned Proposer certifies that no officer or agent of the Boggy Creek Improvement District is directly or indirectly interested in this Proposal.

The undersigned Proposer states that this Proposal is made in conformity with the Request for Proposal and agrees that in case of any discrepancy or differences between any condition of his Proposal and those of the Request for Proposal, the provisions of the latter shall prevail.

The undersigned Proposer acknowledges that the Request for Proposal requires proposers to submit proposals for individual district areas of maintenance and collectively submit a proposal for all areas (2 total). The District reserves the right to award Sections 1 and 2 separately to different proposers, or to award collectively to one proposer.

The undersigned Proposer certifies that he has carefully examined the project site, made his own measurements and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the Boggy Creek Improvement District against any cost, damage or expense which may be incurred or caused by an error in his preparation of same.

The undersigned acknowledges, by the below execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from that date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the Proposal Documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on the proposal constitutes fraud; and, that the District considers such action on the part of the proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Boggy Creek Improvement District.

BOGGY CREEK IMPROVEMENT DISTRICT
LAKE NONA BOULEVARD SOUTH AND ROADWAYS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

SECTION #1 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$12,360.00</u>	<u>\$148,320.00</u>	(for twelve (12) months)
Term 2	<u>\$12,360.00</u>	<u>\$148,320.00</u>	(for twelve (12) months)
Term 3	<u>\$12,360.00</u>	<u>\$148,320.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (3800 SF)	\$ 31,350.00	\$ 31,350.00	\$ 31,350.00
St. Augustine (924000 SF)	\$ 42,500.00	\$ 42,500.00	\$ 42,500.00
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Shrub Beds (396000 SF)	\$ 54,500.00	\$ 54,500.00	\$ 54,500.00
Trees & Palms	\$ 8,800.00	\$ 8,800.00	\$ 8,800.00
Irrigation	\$ 2,160.00	\$ 2,160.00	\$ 2,160.00
Mulch	\$ 9,010.00	\$ 9,010.00	\$ 9,010.00
TOTAL ANNUAL AMOUNT	\$ 148,320.00	\$ 148,320.00	\$ 148,320.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

BOGGY CREEK IMPROVEMENT DISTRICT

**LAKE NONA BOULEVARD SOUTH AND ROADWAYS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #2 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$5,460.00</u>	<u>\$65,520.00</u>	(for twelve (12) months)
Term 2	<u>\$5,460.00</u>	<u>\$65,520.00</u>	(for twelve (12) months)
Term 3	<u>\$5,460.00</u>	<u>\$65,520.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
St. Augustine (162,720 SF)	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (316,000 SF)	\$ 12,020.00	\$ 12,020.00	\$ 12,020.00
Shrub Beds (66,000 SF)	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
Trees & Palms	\$ 8,340.00	\$ 8,340.00	\$ 8,340.00
Irrigation	\$ 2,160.00	\$ 2,160.00	\$ 2,160.00
Mulch	\$ 5,010.00	\$ 5,010.00	\$ 5,010.00
TOTAL ANNUAL AMOUNT	\$ 66,530.00	\$ 66,530.00	\$ 66,530.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

BOGGY CREEK IMPROVEMENT DISTRICT

**LAKE NONA BOULEVARD SOUTH AND ROADWAYS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Combined (Sections #1&2) (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$17,820.00</u>	<u>\$213,840.00</u>	(for twelve (12) months)
Term 2	<u>\$17,820.00</u>	<u>\$213,840.00</u>	(for twelve (12) months)
Term 3	<u>\$17,820.00</u>	<u>\$213,840.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (3,800 SF)	\$ 31,350.00	\$ 31,350.00	\$ 31,350.00
St. Augustine (1,806,720 SF)	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (316,800 SF)	\$ 12,020.00	\$ 12,020.00	\$ 12,020.00
Shrub Beds (462,000 SF)	\$ 72,500.00	\$ 72,500.00	\$ 72,500.00
Trees & Palms	\$ 17,140.00	\$ 17,140.00	\$ 17,140.00
Irrigation	\$ 4,320.00	\$ 4,320.00	\$ 4,320.00
Mulch	\$ 14,010.00	\$ 14,010.00	\$ 14,010.00
TOTAL ANNUAL AMOUNT	\$ 213,840.00	\$ 213,840.00	\$ 213,840.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

**SCHEDULE OF VALUES
IRRIGATION & LANDSCAPE**

The following values will be used to compensate the Contractor for landscaping and irrigation maintenance activities. The total unit costs shown include material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation. Unit prices will be used for all change orders (additive or deductive) and all new work authorizations.

Description	Unit	Cost
Additional labor outside of scope		
General Laborer	HR	\$32.50
Irrigation Technician	HR	\$55.00
Irrigation Repairs - includes labor and materials		
.5" to 1" Line Break	LF	\$21.50
1.25" to 2" Line Break	LF	\$70.00
2.5" to 3" Line Break	LF	\$93.00
4" Line Break with Mechanical Fittings	LF	\$145.00
1" Gate Valve	EA	\$112.00
1.5" Gate Valve	EA	\$158.00
2" Gate Valve	EA	\$221.00
2.5" Gate Valve	EA	\$270.00
3" Gate Valve	EA	\$327.00
4" Gate Valve	EA	\$385.00
1" Scrubber Valve	EA	\$219.00
1.5" Scrubber Valve	EA	\$288.00
2" Scrubber Valve	EA	\$350.00
3" Scrubber Valve	EA	\$543.00
Valve Box, various sizes	EA	\$45.00
Tree Bubbler Assembly, Match Existing	EA	\$39.00
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50
Shrub Head - Pop-up, Match Existing	EA	\$27.00
Rotary Head - 3/4"-1", Match Existing	EA	\$32.50
Landscape - includes labor and materials		
Mulch - Hardwood	CY	\$35.00
Mulch - Pine Fines	CY	\$40.00
Mulch - Pine Straw	CY	\$15.00
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - <500 SF	SF	\$0.90
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - 500-5,000 SF	SF	\$0.79
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - >5,000 SF	SF	\$0.69
Argentine Bahia Sod - <500 SF	SF	\$0.45
Argentine Bahia Sod - 500-5,000 SF	SF	\$0.40
Argentine Bahia Sod - >5,000 SF	SF	\$0.35
Annuals - 4-5"	EA	\$1.90
Ground Cover - 1 gallon, Match Existing	EA	\$4.50

Shrub - 3 gallon, Match Existing	EA	\$12.25
Shrub - 5 gallon, Match Existing	EA	\$23.00
Shrub - 7 gallon, Match Existing	EA	\$37.00
Shrub - 15 gallon, Match Existing	EA	\$93.50
Equipment - includes operator		
Water Truck (2,450 gallons), 8 hours on site	Week	\$1,700.00
Water Truck (2,450 gallons), 8 hours on site	Month	\$6,800.00

Note: the total unit cost includes all labor, taxes, equipment, supplies, material and other activities and items which may be required for successful completion of the maintenance activity.

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date April 8, 2019

Addendum No. 2 Date April 26, 2019

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Proposer shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, Proposer shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

<u>NA</u>		
(Name of Subcontractor)	(Type of Construction)	(% of Work)
(Name of Subcontractor)	(Type of Construction)	(% of Work)
(Name of Subcontractor)	(Type of Construction)	(% of Work)
(Name of Subcontractor)	(Type of Construction)	(% of Work)

The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

The Owner reserves the right to waive any informalities or to reject any or all proposals.

This proposal made by and on behalf of:

Proposer: Helping Hand Lawn Care Date: 5-6-2019

Address: 1216 Ustler Road By: 
(Signature)

Apopka, FL 32703 Norman Ripper, President
Print Name and Title

BOGGY CREEK IMPROVEMENT DISTRICT

ORGANIZATION INFORMATION OF PROPOSER **LAKE NONA BOULEVARD SOUTH AND ROADWAYS** **LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES** **Orlando, Florida**

DATE SUBMITTED: May 6, 2019

1. **Proposer:** Helping Hand Lawn Care

[Company Name]

☐ Individual
☒ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☐ Corporation
☐ Subsidiary Corporation

2. **Proposer Company Address:**

Street Address: 1216 Ustler Road
P.O. Box (if any): _____
City, State, Zip: Apopka, FL 32703
Telephone: 407-221-0593 Facsimile: _____

1st Contact Name: Norman Ripper Title: President
2nd Contact Name: Reggie Pinnard Title: Vice President

3. **Parent Company Name (if applicable):** NA

4. **Parent Company Address (if different):**

Street Address: NA
P.O. Box (if any): _____
City, State, Zip: _____
Telephone: _____ Facsimile: _____

1st Contact Name: NA Title: _____
2nd Contact Name: _____ Title: _____

5. List the location of the Proposer's office that would perform Boggy Creek Improvement District (BCID) work.

Street Address: 1216 Ustler Road
P.O. Box (if any): _____
City, State, Zip: Apopka, FL 32703
Telephone: 407-221-0593 Facsimile: _____

1st Contact Name: Norman Ripper Title: President
2nd Contact Name: Reggie Pinnard Title: Vice President

6. If the Proposer is a corporation, is it incorporated in the State of Florida?
Yes (X) Proceed to Question 6.1
No () Proceed to Question 6.2

6.1 If yes, provide the following:
Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (X) No ()
If no, please explain _____
Date incorporated 9-11-2013 Charter No. _____

6.2 If no, provide the following:
The state in which the Proposer is incorporated: _____
Is the Company in good standing with that state: Yes () No ()
If no, please explain _____
Date incorporated _____ Charter No. _____
Is the applicant registered with the State of Florida Yes () No ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or a limited liability company, is it organized in the State of Florida?
Yes (X) Proceed to Question 7.1
No () Proceed to Question 7.2

7.1 If yes, provide the following:
Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (X) No ()
If no, please explain _____
Is the Company in good standing with that state: Yes (X) No ()
If no, please explain _____
Date Proposer was organized _____

7.2 If no, provide the following:
The state in which the Proposer is organized: _____
Is the Company in good standing with that state: Yes () No ()
If no, please explain _____
Is the Proposer registered as a foreign partnership or limited company with the State

of Florida Yes () No ()

If no, please explain _____

8. Does the Proposer hold any registration or licenses with the State of Florida applicable to the contract? Yes (X) No ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attached additional sheets if necessary)

Type of Registration: Pest

License No.: _____ Expiration Date: _____

Qualifying Individual: Reggie Pivard Title: VP Operations

List company(ies) currently qualified under this license: _____

- 8.2 Does the Proposer hold any registrations or licenses with Orange County or the City of Orlando applicable to this contract? Yes () No (X)

If yes, please list and provide a photocopy of each listed license or registration. _____

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

(2016) 1,840,017

(2017) 1,986,310

(2018) 1,234,112

10. What are the Proposer's current insurance limits?

General Liability \$ 2,000,000

Automobile Liability \$ 2,000,000

Workers Compensation \$ 1,000,000

Expiration Date Varies

11. Has the Proposer been cited by OSHA for any job site or company office / shop safety violations in the past two years? Yes () No (X)

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

- 11.1 What is the Proposer's current worker compensation rating (also known as Experience Modification Rating)? _____

11.2 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 two years:

Yes () No (X)

If yes, please describe each incident _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s). Yes () No (X)

If so, state the name(s) of the company(ies) _____

The state where barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the landscape & irrigation maintenance experience of the proposed project manager?

Individual's Name	Present Position or Office	Magnitude And Type Of Work	Years of Landscape & Irrigation Maintenance Experience	Years With The Firm	In What Capacity?
Teodoro Torres	Manager	Senior	10	10	Manager
Reggie Pinnard	VP / Manager	Senior	12	12	Manager

14. Have you ever failed to complete any work awarded to you? Yes () No (X)

If so, where and why? _____

15. Has any office or partner or your organization ever been an officer, partner, or owner of some other organization that has failed to complete a contract? Yes () No (X)

If so, state name of individual, other organization and reason therefore _____

16. List any and all litigation to which the organization has been a party in the last five (5) years.

None

17. **Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (x)**
If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the Boggy Creek Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing, and general reputation of the application.

Helping Hand Lawn Care

Name of Proposer

By: 

This 3 day of May, 2019


By: Norman Ripper, President

[Type Name and Title of Person Signing]

State of Florida

County of Seminole

The foregoing instrument was acknowledged before me this 3 day of May, 2019, by Elder Ripper, of the Helping Hand Lawn Care, who is personally known to me or who has produced ID as identification and who did / did not take an oath.


Signature of Notary Taking Acknowledgement

COMPANY-OWNED MAJOR EQUIPMENT
(Attach Additional Sheets if Necessary)

Company Name Helping Hand Lawn Care

Date May 6, 2019

QUANTITY	DESCRIPTION	CAPACITY	LIST EQUIPMENT TO BE USED ON A REGULAR BASIS FOR THIS SCOPE	LIST EQUIPMENT AVAILABLE TO THE SITE FOR ENHANCEMENTS & EMERGENCY RESPONSE
1	NPR Crew Cab Dovetail Truck	6 techs + all equipment	yes	
2	John Deere ZTR Mower	72"	yes	
2	Stihl Edger	Commercial	yes	
2	Stihl Stringtrimmer	Commercial	yes	
2	Stihl Backpack Blower	Commercial	yes	
1	John Deer Gator Utility	4x2 with dump bed	yes	
1	All Handtools, i.e. shovels, rakes, etc.	NA	yes	
4	Ford F250	3/4 ton 8' bed		yes
4	Utility Trailers	16'		yes
6	Stihl Chainsaws	18" Commercial		yes

MAINTENANCE CREW & SCHEDULING

Company Name Helping Hand Lawn Care

Date May 6, 2019

List the proposed crew size that will be assigned to the section(s) which are the subject of the Proposal (Daily Crew Member Sign In/Sign Out Sheets will be required and be reviewed):

DISTRICT SERVICE AREA	DAILY LANDSCAPE MAINTENANCE CREW MEMBERS	DAILY IRRIGATION MAINTENANCE CREW MEMBERS	ON-SITE FOREMAN	MANAGER
Section #1	4-6	1	1	1
Section #2	4-6	1	1	1
Combined (Section #1&2)	8-12	2	2	2

List the proposed schedule to complete entire scope of services for the section(s) which are the subject of the Proposal:

DISTRICT SERVICE AREA	PROPOSED WORK DAYS (Monday – Friday)	HOURS PER WORK DAY
Section #1	Monday	8
Section #2	Tuesday	8
Combined (Section #1&2)	Monday & Tuesday	16

