

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** (*provided under separate cover*)
- 2. **Consideration of the Minutes of the May 6, 2019 RFP Meeting to Open Responses for Landscaping and Irrigation Maintenance Services** (*provided under separate cover*)
- 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**
- 6. **Consideration of ADA Auditing Services**
- 7. **Consideration of Award of Landscape and Irrigation Maintenance Services – State Road 417 (Central Florida Greenway) & Lake Nona Boulevard Interchange**
 - a. **Construction Committee Recommendation**
- 8. **Consideration of Award of Landscape and Irrigation Maintenance Services – Lake Nona Boulevard South and Roadways**
 - a. **Construction Committee Recommendation**
- 9. **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.*]
- 10. **Review and Acceptance of Fiscal Year 2018 Audit**
- 11. **Ratification of Requisition Nos. 2018-78 – 2018-80 Approved in April 2019 in an amount totaling \$1,080,806.80**
- 12. **Ratification of Operation and Maintenance Expenditures Paid in April 2019 in an amount totaling \$82,975.53**
- 13. **Recommendation of Work Authorizations/Proposed Services** (*if applicable*)
- 14. **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**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**Minutes of the April 16, 2019
RFP Meeting to Open Responses for Landscaping
and Irrigation Maintenance Services**
(provided under separate cover)

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

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.

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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 $N11^{\circ}23'49''W$ 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 $N11^{\circ}23'49''W$ 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 $N75^{\circ}23'19''E$; thence Easterly along said Southerly line and the arc of said curve through a central angle of $06^{\circ}25'44''$ for a distance of 329.89 feet to the point of tangency; thence $N72^{\circ}10'27''E$ 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: $S00^{\circ}00'16''E$, 94.54 feet; $S72^{\circ}10'27''W$, 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 $S75^{\circ}23'19''W$; thence Westerly along the arc of said curve through a central angle of $06^{\circ}25'44''$ for a distance of 339.99 feet to the POINT OF BEGINNING

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)	\$	35.50
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	\$	<u>438.90</u>
Subtotal:	\$	636.40

Title Charges:

Title Insurance Premium on Owner's Policy	\$	360.53
Title Search Fee	\$	150.00
Title Search Update Fee	\$	<u>100.00</u>
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
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>)	\$	<u>4,632.00</u>
Subtotal:	\$	13,334.43
TOTAL EXPENSES	\$	<u>14,581.36</u>

RECAPITULATION:**GRANTOR:**

Cash Due from Grantee at Closing	\$	62,700.00
Less: Expenses	\$	<u>(14,581.36)</u>
NET CASH DUE TO GRANTOR	\$	48,118.64

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>)	\$	582.40
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
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>48,118.64</u>
TOTAL DISBURSEMENTS	\$	<u>62,700.00</u>

NOTES:

1. 2019 Advance Real Estate Taxes. Pursuant to that certain tax cutout letter from Orange County Tax Collector dated _____, 2019, a copy of which is set forth in **Exhibit "B"** attached hereto and made a part hereof, the 2019 advance real estate taxes for the Property are EXEMPT.
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

Holland & Knight LLP

Closing Agent Name

Holland & Knight LLP

Title Agency Holding Funds

Date Signed

N/A

Florida License Number

N/A

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

ADA Auditing Services



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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Page 1 of 11

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.

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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!

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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:



5.0 Pricing Options

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 VGLOBALETECH**

*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+

[Click for Profile](#)

Contact Information:

Website: <https://vglobaltech.com>

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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	\$14,692.00	\$176,304.00	(for twelve (12) months)
Term 2	\$14,692.00	\$176,304.00	(for twelve (12) months)
Term 3	\$14,692.00	\$176,304.00	(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 (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 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: 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 \$ 3,600,000

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 _____

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

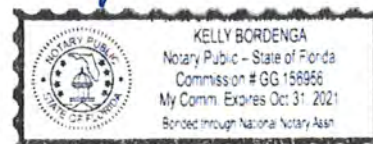
By: Norman Ripper, President
[Type Name and Title of Person Signing]

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]
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 Dovelall 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

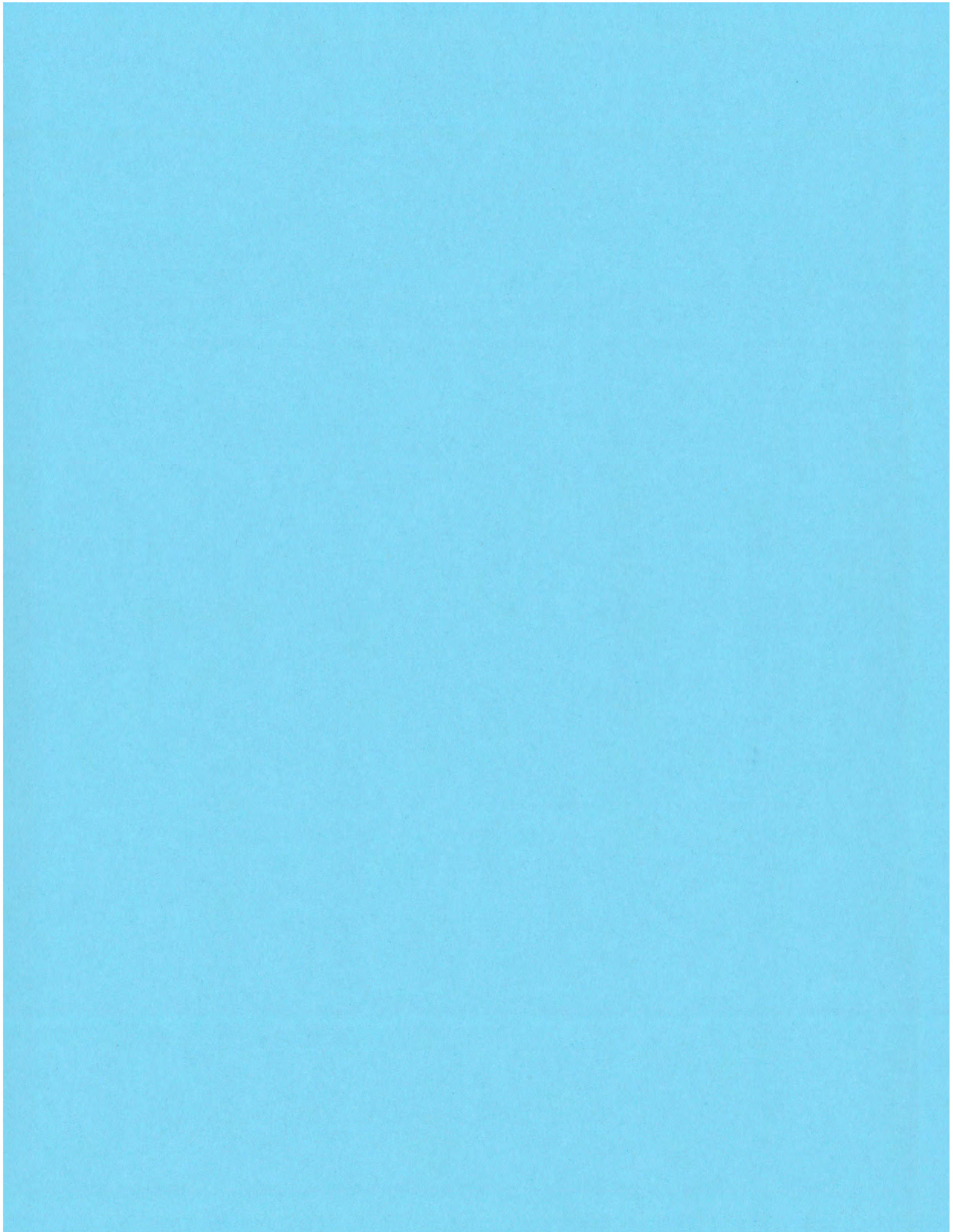
Date May 6, 2019

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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1" Scrubber Valve	EA	\$219.00	
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3" Scrubber Valve	EA	\$543.00	
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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.

Orlando, FL 32807

By: 

(Signature)

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

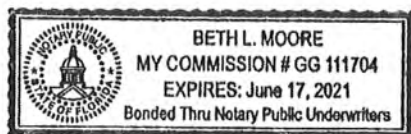
By: 

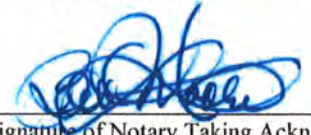
This 3rd day of May, 2019

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

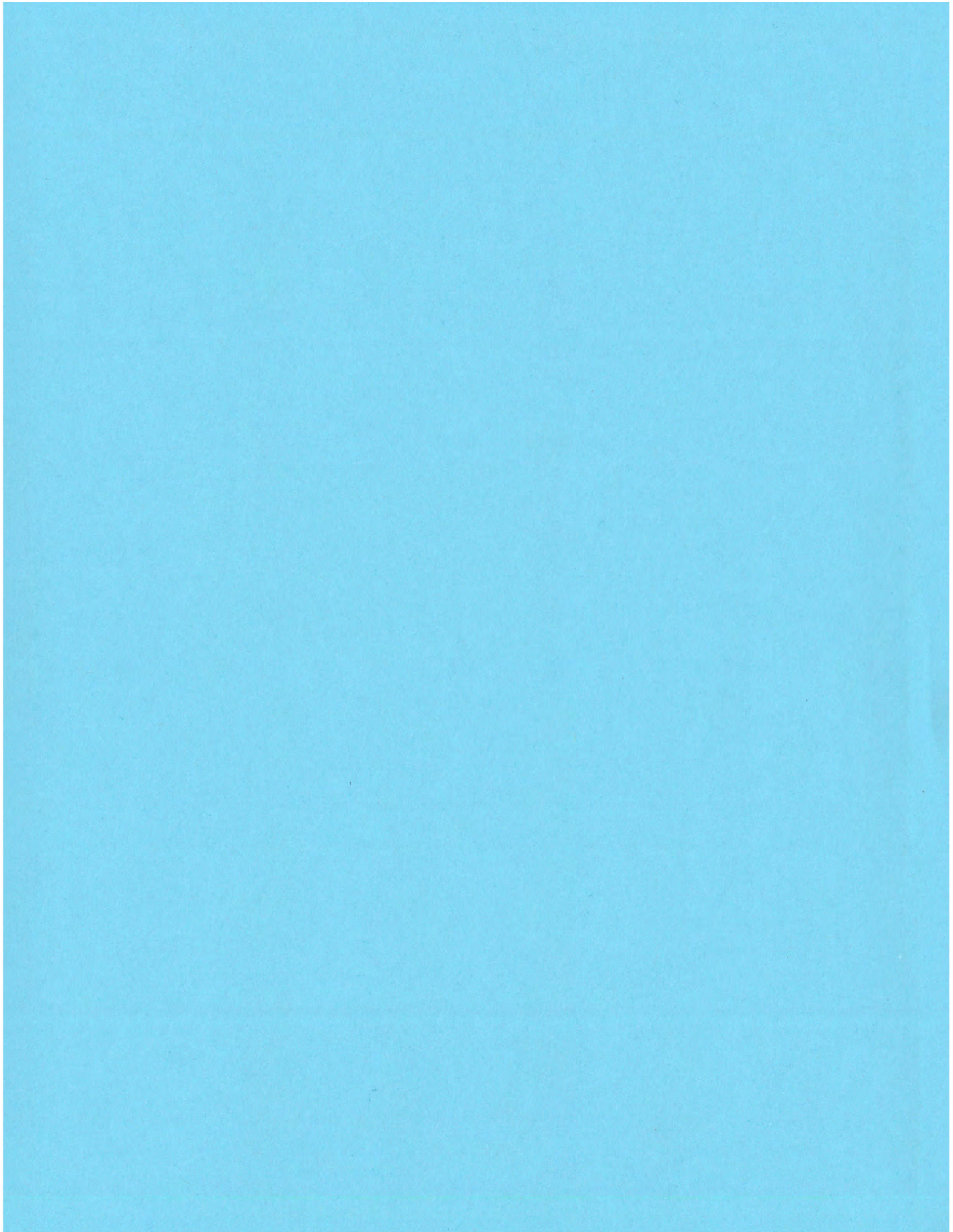
Date May 3, 2019

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)

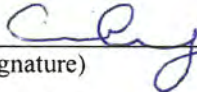
The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

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

By:

MANAGING PARTNER

[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

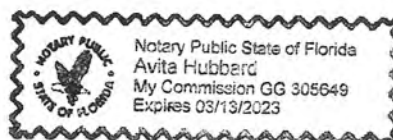
✓

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 Weedeaters	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

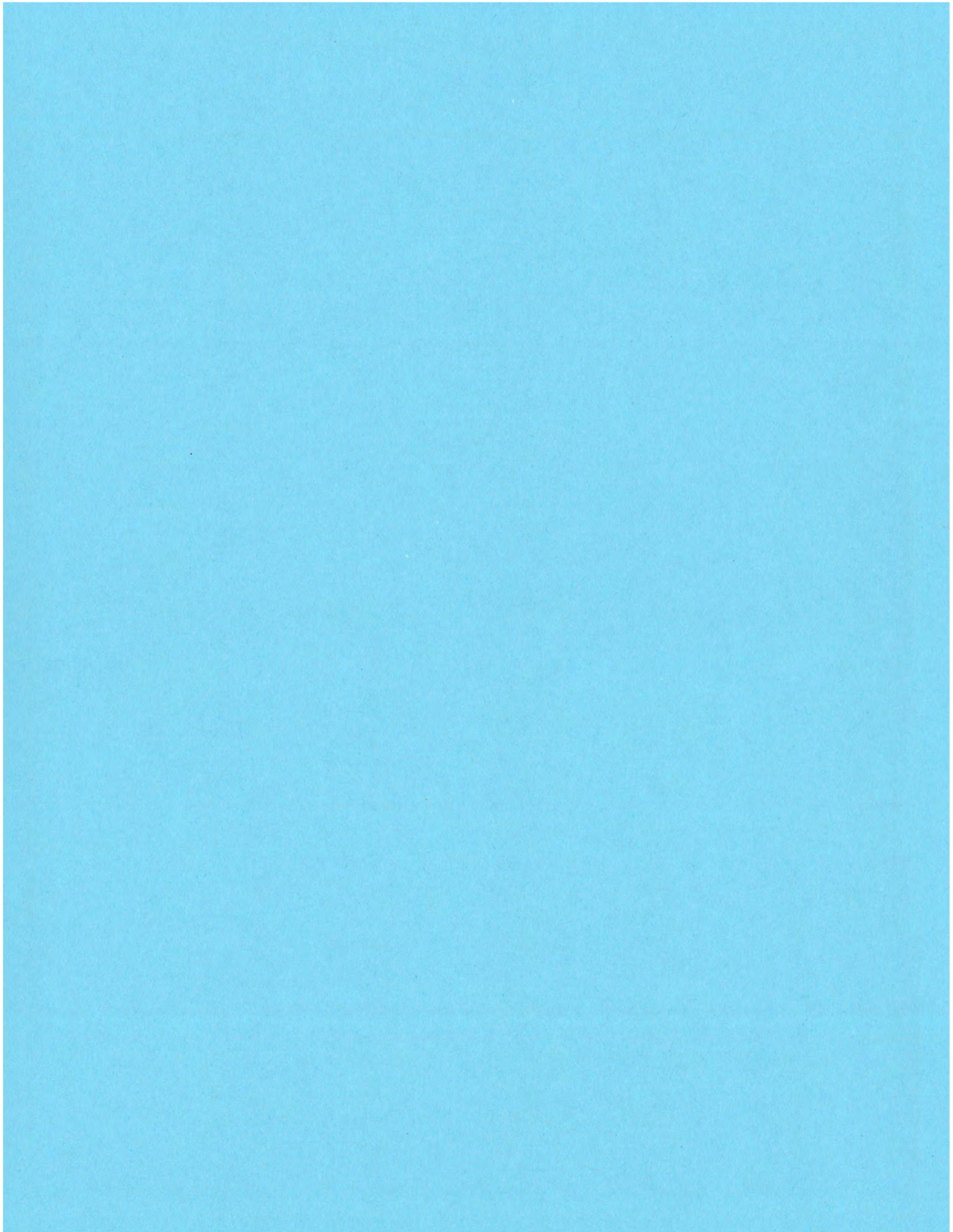
Date 05/03/2019

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 Manager	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

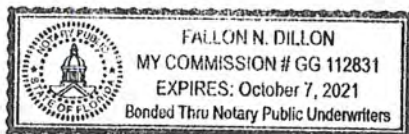
This 3rd day of May, 2019

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.**

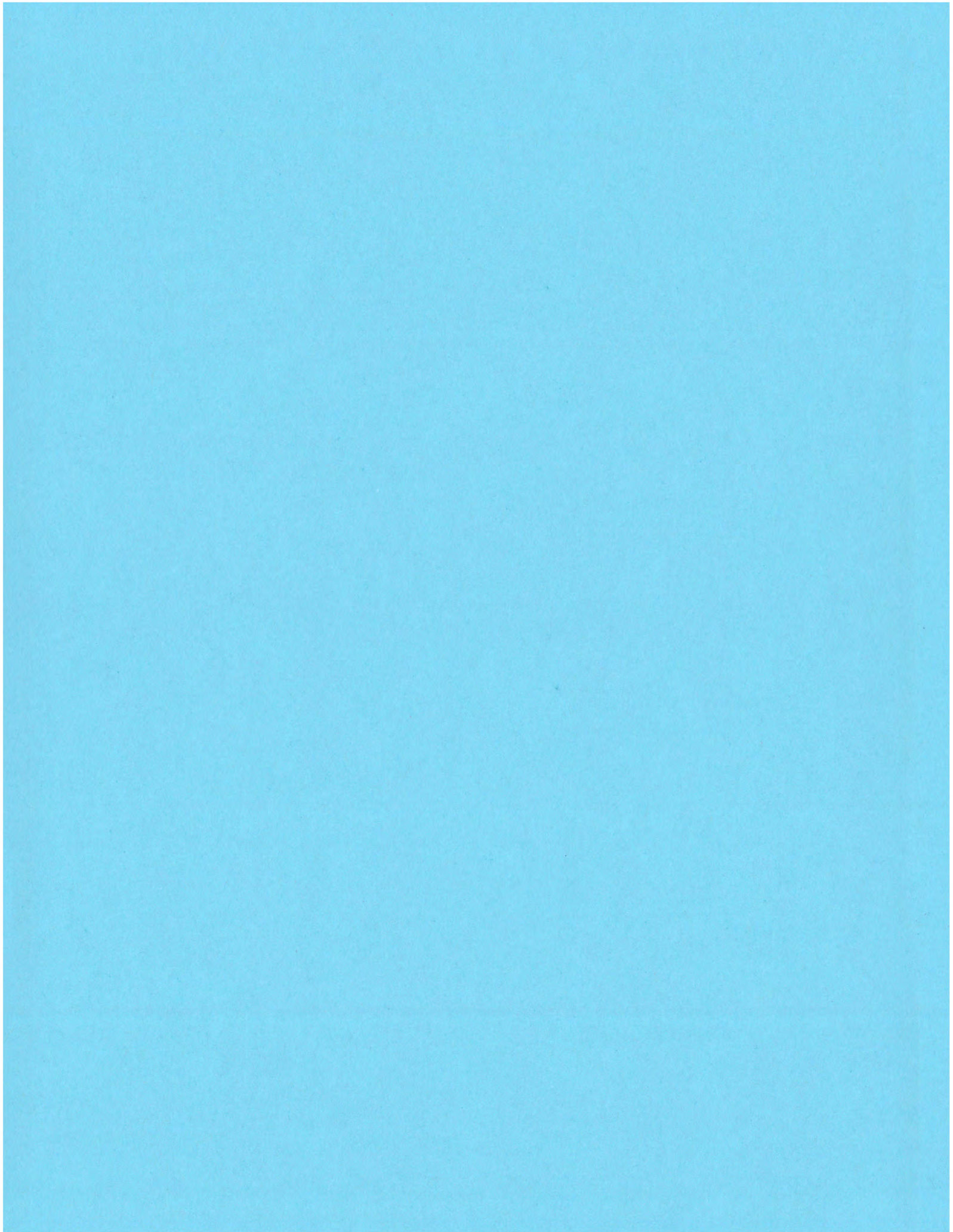
Date **May 6th 2019**

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 By: [Signature]
Orlando FL 32810 (Signature)
Print Name and Title Joe Guillen

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]

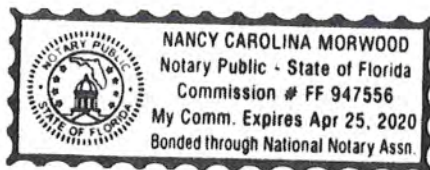
This 01 day of May, 2019

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 know 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 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: pest

License No.: _____ Expiration Date: _____

Qualifying Individual: Reggie Pinaud 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 various

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

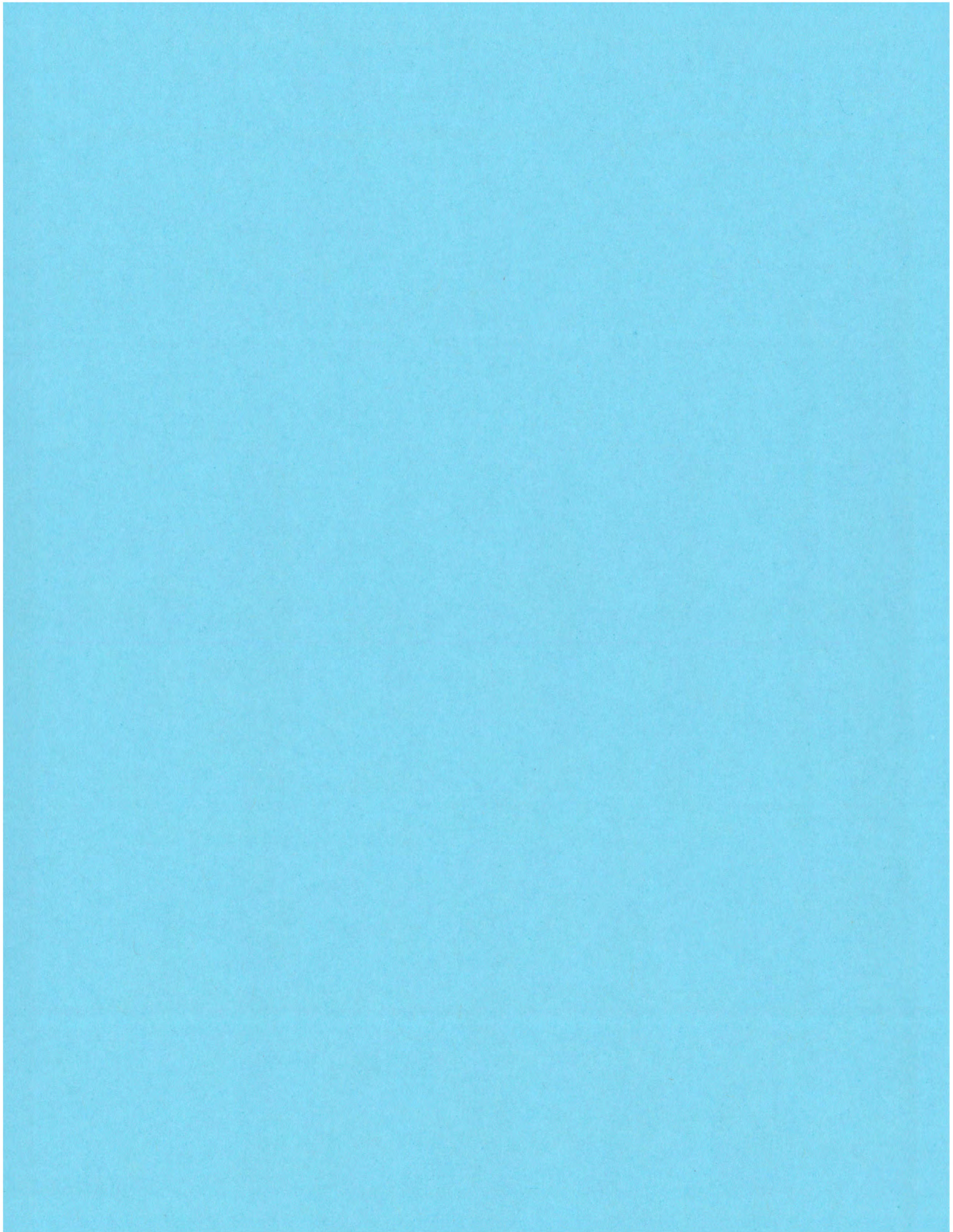
Date May 6, 2019

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



Landscape Maintenance
Quotation for

Boggy Creek Improvement District

Lake Nona Blvd South & Roadways

PRESENTED BY



May 3, 2019

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

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>\$16,650.00</u>	<u>\$199,800.00</u>	(for twelve (12) months)
Term 2	<u>\$16,650.00</u>	<u>\$199,800.00</u>	(for twelve (12) months)
Term 3	<u>\$17,150.00</u>	<u>\$205,800.00</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 (2,075 SF)	\$ 30,282.00	\$ 30,282.00	\$ 31,190.00
St. Augustine (750,000 SF)	\$ 72,238.00	\$ 72,238.00	\$ 74,405.00
Zoysia (0 SF)	\$ 0	\$ 0	\$ 0
Bermuda (0 SF)	\$ 0	\$ 0	\$ 0
Bahia (95,000 SF)	\$ 5,040.00	\$ 5,040.00	\$ 5,191.00
Shrub Beds (150,000 SF)	\$ 49,080.00	\$ 49,080.00	\$ 50,560.00
Trees & Palms	\$ 14,310.00	\$ 14,310.00	\$ 14,739.00
Irrigation	\$ 10,800.00	\$ 10,800.00	\$ 11,124.00
Mulch	\$ 18,050.00	\$ 18,050.00	\$ 18,591.00
TOTAL ANNUAL AMOUNT	\$199,800.00	\$ 199,800.00	\$205,800.00

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>\$9,670.00</u>	<u>\$116,040.00</u>	(for twelve (12) months)
Term 2	<u>\$9,670.00</u>	<u>\$116,040.00</u>	(for twelve (12) months)
Term 3	<u>\$9,960.00</u>	<u>\$119,520.00</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	\$ 0	\$ 0
St. Augustine (189,000 SF)	\$ 30,816.00	\$ 30,816.00	\$ 30,816.00
Zoysia (7,000 SF)	\$ 2,846.00	\$ 2,846.00	\$ 2,931.00
Bermuda (0 SF)	\$ 0	\$ 0	\$ 0
Bahia (167,000 SF)	\$ 15,120.00	\$ 15,120.00	\$ 15,573.00
Shrub Beds (94,000 SF)	\$ 25,338.00	\$ 25,338.00	\$ 26,098.00
Trees & Palms	\$ 17,820.00	\$ 17,820.00	\$ 18,355.00
Irrigation	\$ 10,800.00	\$ 10,800.00	\$ 11,124.00
Mulch	\$ 13,300.00	\$ 13,300.00	\$ 13,699.00
TOTAL ANNUAL AMOUNT	\$116,040.00	\$116,040.00	\$119,520.00

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>\$26,320.00</u>	<u>\$315,840.00</u>	(for twelve (12) months)
Term 2	<u>\$26,320.00</u>	<u>\$315,840.00</u>	(for twelve (12) months)
Term 3	<u>\$27,110.00</u>	<u>\$325,320.00</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 (2,075 SF)	\$ 30,282.00	\$ 30,282.00	\$ 31,190.00
St. Augustine (939,000 SF)	\$103,054.00	\$ 103,054.00	\$ 106,145.00
Zoysia (7,000 SF)	\$ 2,846.00	\$ 2,846.00	\$ 2,931.00
Bermuda (0 SF)	\$ 0	\$ 0	\$ 0
Bahia (262,000 SF)	\$ 20,160.00	\$ 20,160.00	\$ 20,764.00
Shrub Beds (244,000 SF)	\$ 74,418.00	\$ 74,418.00	\$ 76,658.00
Trees & Palms	\$ 32,130.00	\$ 32,130.00	\$ 33,094.00
Irrigation	\$ 21,600.00	\$ 21,600.00	\$ 22,248.00
Mulch	\$ 31,350.00	\$ 31,350.00	\$ 32,290.00
TOTAL ANNUAL AMOUNT	\$ 315,840.00	\$ 315,840.00	\$ 325,320.00

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 %

**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.

- * 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

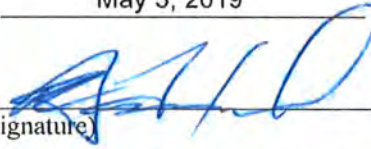
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of 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
LAKE NONA BOULEVARD SOUTH AND ROADWAYS
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 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.

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

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	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.

Carol King Landscape Maintenance, Inc
Name of Proposer

By: 


This 3rd day of May, 2019

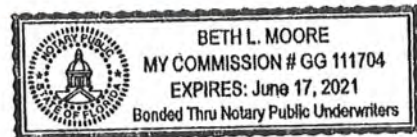
By: Bruce Bachand, Vice President
[Type Name and Title of Person Signing]

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 3rd day of May, 2019, by Bruce Bachand, 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

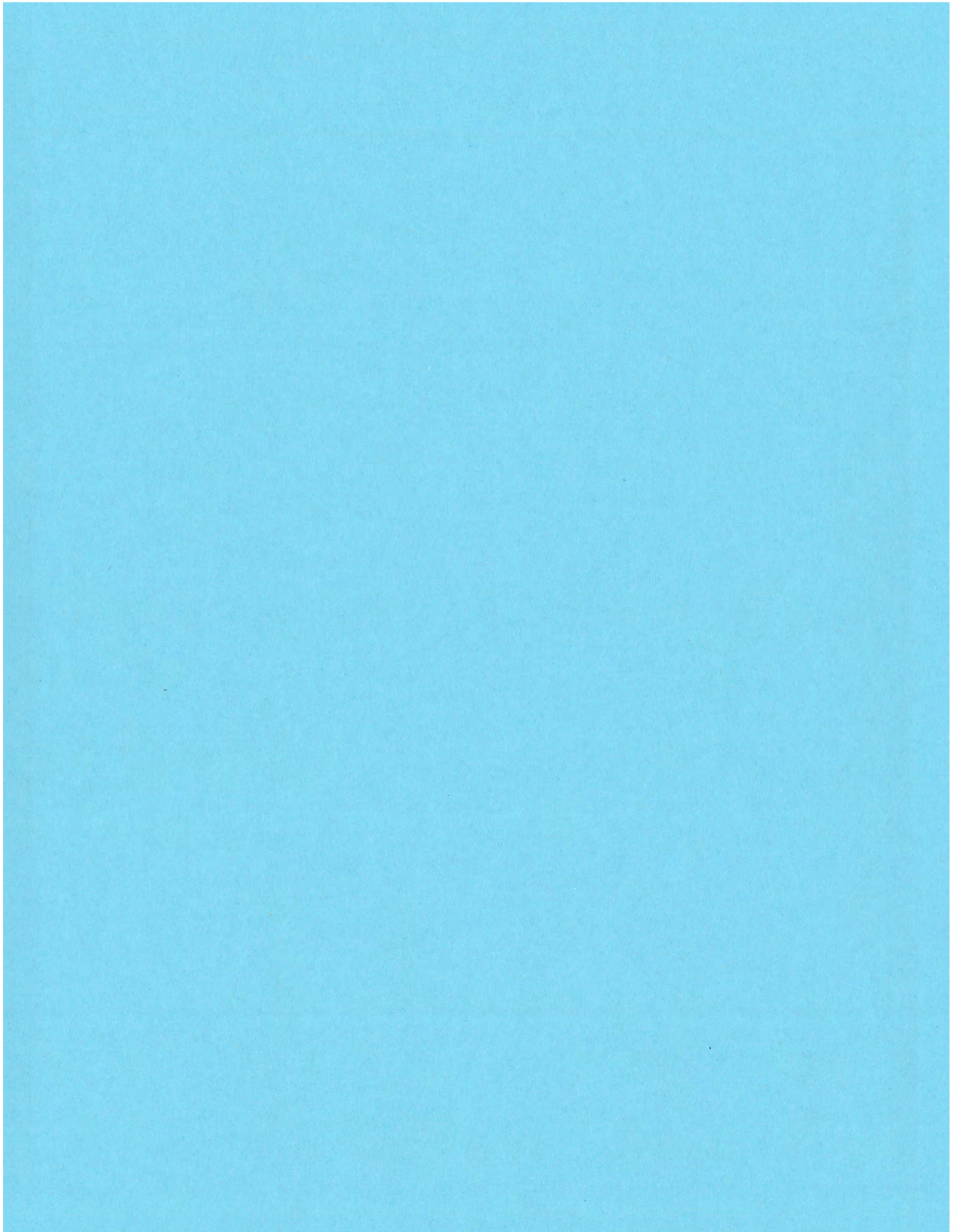
Date May 3, 2019

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
Section #1	4	1 (weekly)	David Brown	Kevin Heiser
Section #2	4	1 (weekly)	David Brown	Kevin Heiser
Combined (Section #1&2)	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
Section #1	Monday-Tuesday	8
Section #2	Wednesday-Thursday	8
Combined (Section #1&2)	Monday thru Thursday	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

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

SECTION #1 (Refer to Maps Contained in ILb. 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>\$ 18,412.50</u>	<u>\$ 220,950.00</u>	(for twelve (12) months)
Term 2	<u>\$ 18,412.50</u>	<u>\$ 220,950.00</u>	(for twelve (12) months)
Term 3	<u>\$ 18,412.50</u>	<u>\$ 220,950.00</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 (2,235 SF)	\$ 20,800.00	\$ 20,800.00	\$ 20,800.00
St. Augustine (495,482 SF)	\$ 53,664.00	\$ 53,664.00	\$ 53,664.00
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (46,097 SF)	\$ 4,024.80	\$ 4,024.80	\$ 4,024.80
Shrub Beds (289,083 SF)	\$ 59,030.40	\$ 59,030.40	\$ 59,030.40
Trees & Palms	\$ 12,774.80	\$ 12,774.80	\$ 12,774.80
Irrigation	\$ 13,416.00	\$ 13,416.00	\$ 13,416.00
Mulch	\$ 57,240.00	\$ 57,240.00	\$ 57,240.00
TOTAL ANNUAL AMOUNT	\$ 220,950.00	\$ 220,950.00	\$ 220,950.00

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 %

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>\$ 6,269.17</u>	<u>\$ 75,230.00</u>	(for twelve (12) months)
Term 2	<u>\$ 6,269.17</u>	<u>\$ 75,230.00</u>	(for twelve (12) months)
Term 3	<u>\$ 6,269.17</u>	<u>\$ 75,230.00</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 (180,680 SF)	\$ 16,972.80	\$ 16,972.80	\$ 16,972.80
Zoysia (16,520 SF)	\$ 1,591.20	\$ 1,591.20	\$ 1,591.20
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (170,822 SF)	\$ 6,364.80	\$ 6,364.80	\$ 6,364.80
Shrub Beds (115,379 SF)	\$ 21,216.00	\$ 21,216.00	\$ 21,216.00
Trees & Palms	\$ 2,991.20	\$ 2,991.20	\$ 2,991.20
Irrigation	\$ 5,304.00	\$ 5,304.00	\$ 5,304.00
Mulch	\$ 20,790.00	\$ 20,790.00	\$ 20,790.00
TOTAL ANNUAL AMOUNT	\$ 75,230.00	\$ 75,230.00	\$ 75,230.00

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 %

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>\$ 24,681.67</u>	<u>\$ 296,180.00</u>	(for twelve (12) months)
Term 2	<u>\$ 24,681.67</u>	<u>\$ 296,180.00</u>	(for twelve (12) months)
Term 3	<u>\$ 24,681.67</u>	<u>\$ 296,180.00</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 (2,235 SF)	\$ 20,800.00	\$ 20,800.00	\$ 20,800.00
St. Augustine (676,162 SF)	\$ 70,636.00	\$ 70,636.00	\$ 70,636.00
Zoysia (16,520 SF)	\$ 1,591.20	\$ 1,591.20	\$ 1,591.20
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (216,919 SF)	\$ 10,389.60	\$ 10,389.60	\$ 10,389.60
Shrub Beds (404,462 SF)	\$ 80,246.40	\$ 80,246.40	\$ 80,246.40
Trees & Palms	\$ 15,766.00	\$ 15,766.00	\$ 15,766.00
Irrigation	\$ 18,720.00	\$ 18,720.00	\$ 18,720.00
Mulch	\$ 78,030.00	\$ 78,030.00	\$ 78,030.00
TOTAL ANNUAL AMOUNT	\$ 296,180.00	\$ 296,180.00	\$ 296,180.00

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
LAKE NONA BOULEVARD SOUTH AND ROADWAYS
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 registrations or licenses with 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.

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 ☒

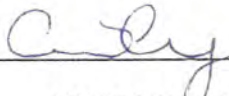
If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

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

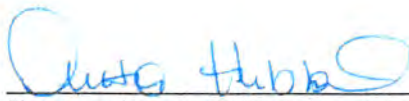
This 3 day of MAY, 2019

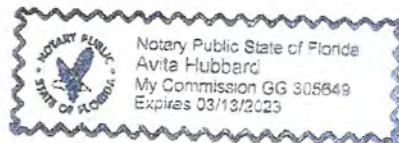
By: MANAGING PARTNER
[Type Name and Title of Person Signing]

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 Weedeaters	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

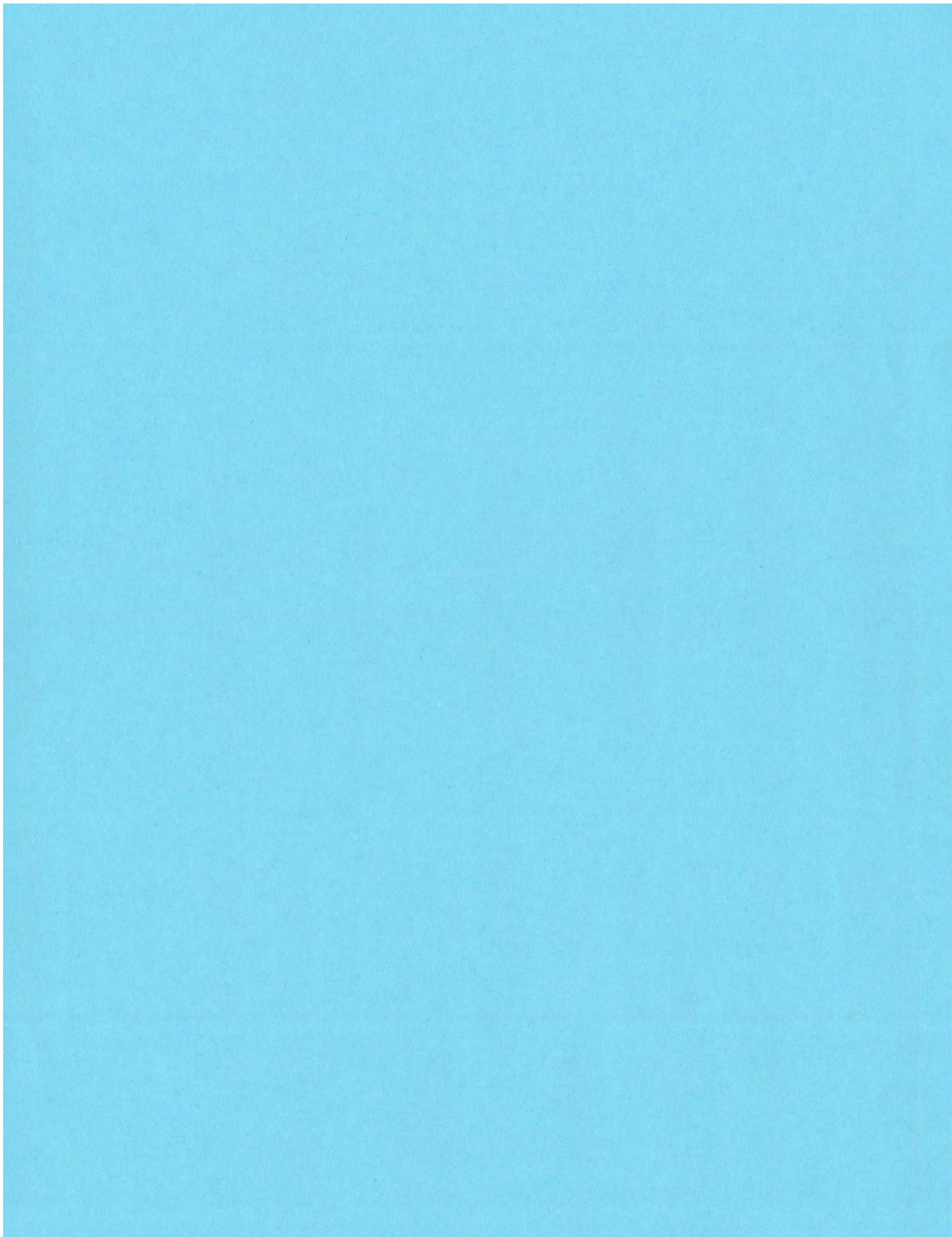
Date 05/03/2019

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
Section #1	5	1	1	1
Section #2	5	1	1	1
Combined (Section #1&2)	5	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
Section #1	MONDAY - THURSDAY	8
Section #2	MONDAY - THURSDAY	8
Combined (Section #1&2)	MONDAY - THURSDAY	8





OMEGASCAPES

LANDSCAPE MANAGEMENT PROPOSAL

Prepared For:



Boggy Creek Improvement District
Orlando, FL

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>\$23,893</u>	<u>\$286,716</u>	(for twelve (12) months)
Term 2	<u>\$24,609</u>	<u>\$295,308</u>	(for twelve (12) months)
Term 3	<u>\$25,347</u>	<u>\$304,164</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 (<u>1,465</u> SF)	\$ 34,536	\$ 35,572	\$ 36,639
St. Augustine (<u>764,740</u> SF)	\$ 99,768	\$ 102,751	\$ 105,831
Zoysia (_____ SF)	\$ _____	\$ _____	\$ _____
Bermuda (_____ SF)	\$ _____	\$ _____	\$ _____
Bahia (<u>81,000</u> SF)	\$ 2,732	\$ 2,814	\$ 2,898
Shrub Beds (<u>216,522</u> SF)	\$ 63,823	\$ 65,738	\$ 67,710
Trees & Palms	\$ 19,757	\$ 20,350	\$ 20,961
Irrigation	\$ 15,700	\$ 16,171	\$ 16,656
Mulch	\$ 50,400	\$ 51,912	\$ 53,469
TOTAL ANNUAL AMOUNT	\$ 286,716	\$ 295,308	\$ 304,164

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	%

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>\$9,440</u>	<u>\$113,280</u>	(for twelve (12) months)
Term 2	<u>\$9,723</u>	<u>\$116,676</u>	(for twelve (12) months)
Term 3	<u>\$10,015</u>	<u>\$120,180</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 (SF)	\$	\$	\$
St. Augustine (327,745 SF)	\$ 42,757	\$ 44,037	\$ 45,358
Zoysia (SF)	\$	\$	\$
Bermuda (SF)	\$	\$	\$
Bahia (189,000 SF)	\$ 6,376	\$ 6,567	\$ 6,764
Shrub Beds (85,213 SF)	\$ 27,352	\$ 28,173	\$ 29,022
Trees & Palms	\$ 8,467	\$ 8,721	\$ 8,983
Irrigation	\$ 6,728	\$ 6,930	\$ 7,138
Mulch	\$ 21,600	\$ 22,248	\$ 22,915
TOTAL ANNUAL AMOUNT	\$ 113,280	\$ 116,676	\$ 120,180

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	%

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>\$33,333</u>	<u>\$399,996</u>	(for twelve (12) months)
Term 2	<u>\$34,333</u>	<u>\$411,996</u>	(for twelve (12) months)
Term 3	<u>\$35,333</u>	<u>\$423,996</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 (<u>1,465</u> SF)	\$ 34,536	\$ 35,572	\$ 36,639
St. Augustine (<u>1,092,485</u> SF)	\$ 142,525	\$ 146,802	\$ 150,847
Zoysia (_____ SF)	\$ _____	\$ _____	\$ _____
Bermuda (_____ SF)	\$ _____	\$ _____	\$ _____
Bahia (<u>270,000</u> SF)	\$ 9,108	\$ 9,381	\$ 9,662
Shrub Beds (<u>309,316</u> SF)	\$ 91,175	\$ 93,910	\$ 96,727
Trees & Palms	\$ 28,224	\$ 29,071	\$ 29,943
Irrigation	\$ 22,428	\$ 23,100	\$ 23,793
Mulch	\$ 72,000	\$ 74,160	\$ 76,385
TOTAL ANNUAL AMOUNT	\$ 399,996	\$ 411,996	\$ 423,996

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 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>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>12%</u>
(Name of Subcontractor)	(Type of Construction)	(% of Work)
<u>Mulch, Inc.</u>	<u>Mulch Installation</u>	<u>18%</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]
(Signature)

Kevin Carmean, 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 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 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

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 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 (☒)

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 (☒)

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 Manager	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 (☒)

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 (☒)

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: [Signature]

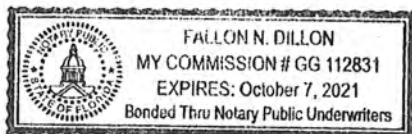
This 3rd day of May, 2019

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
Section #1	4	1	1	1
Section #2	4	1	1	1
Combined (Section #1&2)	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
Section #1	Mon-Thurs	10
Section #2	Mon-Thurs	10
Combined (Section #1&2)	Mon-Thurs	10



Although officially started in early 2015, the seeds of CEPRA began to take root many years ago. After more than 28 years of combined experience managing, maintaining, and developing landscapes in both corporate and residential capacities, CEPRA founders saw an opportune moment to start their own landscape company—one that would be built on the grounds that nothing is more important than exceeding the customer's expectations.

Our Belief System

- We believe that every customer is a long-term relationship opportunity and a true partner to our success.
- We believe that our employees are our biggest asset and that they should share our dedication to landscaping and our passion for customer service.
- We believe that every landscape should be beautiful and functional with minimal impact to the natural environment.
- We believe that our reputation is everything.
- We believe in always learning and in challenging the status quo—for continual advancement and growth.

Who We Work With

Commercial Office & Retail Buildings
Multi-Family Residential
Community Development Districts
HOA's, COA, and POA's
Residential Estates
Mandatory Maintenance Residential Communities



Customers



Employees



Product



Reputation



Advancement

FNGLA Certified Landscape
Contractor #CC5-0234

State Certified Pest Control
Operator #JF152443

Florida Green Industries-Best
Management Practices
Certified

OSHA 30 Certified-
Construction Industry

Fully Licensed and Insured

Discover **CEPRA** and See the difference.

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>\$14,260.25</u>	<u>\$171,123.00</u>	(for twelve (12) months)
Term 2	<u>\$14,260.25</u>	<u>\$171,123.00</u>	(for twelve (12) months)
Term 3	<u>\$14,654.00</u>	<u>\$175,848.00</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 (3189 SF)	\$ 42,180.00	\$ 42,180.00	\$ 42,180.00
St. Augustine (406,000 SF)	\$ 56,400.00	\$ 56,400.00	\$ 59,221.00
Zoysia (n/a SF)	\$	\$	\$
Bermuda (n/a SF)	\$	\$	\$
Bahia (63,000 SF)	\$ 2,900.00	\$ 2,900.00	\$ 3,045.00
Shrub Beds (140,000 SF)	\$ 21,671.00	\$ 21,671.00	\$ 22,755.00
Trees & Palms	\$ 12,800.00	\$ 12,800.00	\$ 12,800.00
Irrigation	\$ 13,500.00	\$ 13,500.00	\$ 14,175.00
Mulch	\$ 21,672.00	\$ 21,672.00	\$ 21,672.00
TOTAL ANNUAL AMOUNT	\$ 171,123.00	\$ 171,123.00	\$ 175,848.00

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.

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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	20 %	20 %	20 %

*Different irrigation components, such as irrigation spray heads and rotors, fluctuate in cost depending on product type, make or model. If heads or other components are requested that cost more than the typical parts used we would like to be charge accordingly for these requested or needed materials.

*Not all standard plant material container sizes cost the same. If plant materials specified for jobs cost us contractors more than standard plant material cost we would like to charge accordingly for these additional cost absorbed.

*In some cases, depending on size of project, we would like to be able to negotiate price points with owner for irrigation parts and plant material rather than referring to the schedule of values.

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>\$4,787.75</u>	<u>\$57,453.00</u>	(for twelve (12) months)
Term 2	<u>\$4,787.75</u>	<u>\$57,453.00</u>	(for twelve (12) months)
Term 3	<u>\$4,964.25</u>	<u>\$59,571.00</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 (n/a SF)	\$	\$	\$
St. Augustine (177,000 SF)	\$ 22,689.00	\$ 22,689.00	\$ 23,824.00
Zoysia (n/a SF)	\$	\$	\$
Bermuda (n/a SF)	\$	\$	\$
Bahia (166,000 SF)	\$ 5,976.00	\$ 5,976.00	\$ 6,274.00
Shrub Beds (62,000 SF)	\$ 9,672.00	\$ 9,672.00	\$ 10,155.00
Trees & Palms	\$ 5,520.00	\$ 5,520.00	\$ 5,520.00
Irrigation	\$ 4,050.00	\$ 4,050.00	\$ 4,252.00
Mulch	\$ 9,546.00	\$ 9,546.00	\$ 9,546.00
TOTAL ANNUAL AMOUNT	\$ 57,453.00	\$ 57,453.00	\$ 59,571.00

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	20 %	20 %	20 %

*Different irrigation components, such as irrigation spray heads and rotors, fluctuate in cost depending on product type, make or model. If heads or other components are requested that cost more than the typical parts used we would like to be charge accordingly for these requested or needed materials.

*Not all standard plant material container sizes cost the same. If plant materials specified for jobs cost us contractors more than standard plant material cost we would like to charge accordingly for these additional cost absorbed.

*In some cases, depending on size of project, we would like to be able to negotiate price points with owner for irrigation parts and plant material rather than referring to the schedule of values.

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>\$19,048.00</u>	<u>\$228,576.00</u>	(for twelve (12) months)
Term 2	<u>\$19,048.00</u>	<u>\$228,576.00</u>	(for twelve (12) months)
Term 3	<u>\$19,559.77</u>	<u>\$234,717.00</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 (3189 SF)	\$ 42,180.00	\$ 42,180.00	\$ 42,180.00
St. Augustine (583,000 SF)	\$ 80,948.00	\$ 80,948.00	\$ 83,045.00
Zoysia (n/a SF)	\$	\$	\$
Bermuda (n/a SF)	\$	\$	\$
Bahia (229,000 SF)	\$ 10,510.00	\$ 10,510.00	\$ 9,319.00
Shrub Beds (202,000 SF)	\$ 31,360.00	\$ 31,360.00	\$ 32,910.00
Trees & Palms	\$ 18,320.00	\$ 18,320.00	\$ 18,320.00
Irrigation	\$ 14,040.00	\$ 14,040.00	\$ 18,427.00
Mulch	\$ 31,218.00	\$ 31,218.00	\$ 31,218.00
TOTAL ANNUAL AMOUNT	\$ 228,576.00	\$ 228,576.00	\$ 235,419.00

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	20 %	20 %	20 %

*Different irrigation components, such as irrigation spray heads and rotors, fluctuate in cost depending on product type, make or model. If heads or other components are requested that cost more than the typical parts used we would like to be charge accordingly for these requested or needed materials.

*Not all standard plant material container sizes cost the same. If plant materials specified for jobs cost us contractors more than standard plant material cost we would like to charge accordingly for these additional cost absorbed.

*In some cases, depending on size of project, we would like to be able to negotiate price points with owner for irrigation parts and plant material rather than referring to the schedule of values.

**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 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>Enviro Tree</u>	<u>Certified Arborist</u>	<u>10%</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: Cepra Landscape LLC Date: May 3, 2019

Address: PO BOX 865 By: 
(Signature)

Oakland FL, 34760

Robert P. Maw 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, 2019

1. **Proposer:** Cepra Landscape LLC
[Company Name]

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

2. **Proposer Company Address:**

Street Address: 402 East Vick Ave
P.O. Box (if any): PO BOX 865
City, State, Zip: Oakland FL, 34760
Telephone: 407.287.5622 Facsimile: _____

1st Contact Name: Rob Maier Title: President
2nd Contact Name: Brandon Ray Title: Vice President

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: 10 Lee St
P.O. Box (if any): _____
City, State, Zip: Ocoee FL, 34761
Telephone: 407.287.5622 Facsimile: _____

1st Contact Name: Rob Maier Title: President
2nd Contact Name: Brandon Ray Title: Vice President

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

Yes () Proceed to Question 6.1
No (x) 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: see below
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 () No ()
If no, please explain _____
Date Proposer was organized 2/5/15

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 Firm

License No.: JB230651 Expiration Date: 8/31/2019

Qualifying Individual: Rob Maier Title: President

List company(ies) currently qualified under this license:

Cepira Landscape LLC

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.

Irrigation Competency Card - Certified Irrigation Contractor

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) \$2,600,000

(2017) \$5,400,000

(2018) \$10,000,000

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

General Liability \$ 2,000,000

Automobile Liability \$ 1,000,000

Workers Compensation \$ 1,000,000

Expiration Date 2/23/19

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)?

.71

- If yes, please describe each incident _____

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

State the period(s) of debarment or suspension_____

- If so, where and why? _____

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

- 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.

Cepra Landscape LLC
Name of Proposer

By: 

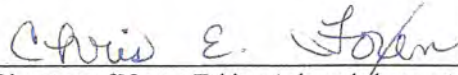
This 3rd day of May, 2019

By: Rob Maier - 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 Rob Maier, of the Cepra Landscape LLC, who is personally know to me or who has produced Drivers License 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 Cepra Landscape LLC

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
20	F 150 Trucks	80%	3	20
35	F 250 Trucks	80%	2	35
42	Landscape Trailers	80%	2	42
5	Dump Trailers	50%	when needed	5
6	Z Sprayers/Kabota spray rig	50%	when needed	6
3	200 gallon spray tank	50%	when needed	3
60	52-60 mowers	80%	3	60
3	72" Mowers	80%	when needed	3
2	F-350 Dump Trucks	80%	when needed	2
4	F450 Dump Trucks	80%	when needed	4
4	skid steer/loaders/mini ex	80%	when needed	4

MAINTENANCE CREW & SCHEDULING

Company Name Cepra Landscape LLC

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	(5) Maint, (1) Hort.	1	1	1
Section #2	5) Maint, (1) Hort.	1	1	1
Combined (Section #1&2)	5) Maint, (1) Hort.	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
Section #1	Maintenance Monday and Tuesday Support services Wed and Thursday	10 Hrs
Section #2	Maintenance Wednesday Support services Tuesday and Thursday	10 Hrs
Combined (Section #1&2)	Maintenance Monday - Wednesday Support services Wednesday and Thursday	10 Hrs



Exhibit B-Proposed Service Schedule

BOGGY CREEK IMPROVEMENT DISTRICT Section 1

SUMMER-Weekly Task and Associated Man Hours									
MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
Maint Crew	30	Maint. Crew	30	Maint. Crew		Maint. Crew		Maint. Crew	
Flower/Detail	15	Flower/Detail	15	Flower/Detail		Flower/Detail		Flower/Detail	
Hort. Tech		Hort Tech		Hort. Tech		Hort. Tech	5	Hort. Tech	
Irrigation Tech		Irrigation Tech		Irrigation Tech	8	Irrigation Tech		Irrigation Tech	
TOTAL	45	TOTAL	45	TOTAL	8	TOTAL	5	TOTAL	0

WINTER-Weekly Task and Associated Man Hours									
MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
Maint Crew	30	Maint. Crew		Maint. Crew		Maint. Crew		Maint. Crew	
Flower/Detail		Flower/Detail	25	Flower/Detail		Flower/Detail	5	Flower/Detail	
Hort. Tech		Hort Tech		Hort. Tech		Hort. Tech		Hort. Tech	
Irrigation Tech		Irrigation Tech		Irrigation Tech	8	Irrigation Tech		Irrigation Tech	
TOTAL	30	TOTAL	25	TOTAL	8	TOTAL	5	TOTAL	0

GENERAL NOTES:

1. Schedule Set up on estimated field hours. These are general guidelines and will be adjusted as Scope of work changes during year.
2. Horticulture Technician will support crew for all Fertilization, pest control, and herbicide applications
3. Irrigation tech would be on site once a week and complete 25% of the inspection each week
By doing this the technician will be able to tackle repairs that pop up more quickly to ensure greater water management.
4. Supplemental labor will be provided as needed to maintain the landscape at or above expectations.
5. Account Manager will be on site during times crew is present as well as later in the week to visually inspect the property



Exhibit B-Proposed Service Schedule

BOGGY CREEK IMPROVEMENT DISTRICT Section 2

SUMMER-Weekly Task and Associated Man Hours				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Maint Crew	Maint. Crew	Maint. Crew 20	Maint. Crew	Maint. Crew
Flower/Detail	Flower/Detail	Flower/Detail 15	Flower/Detail	Flower/Detail
Hort. Tech	Hort Tech 3	Hort. Tech	Hort. Tech	Hort. Tech
Irrigation Tech 4	Irrigation Tech	Irrigation Tech	Irrigation Tech	Irrigation Tech
TOTAL 4	TOTAL 3	TOTAL 35	TOTAL 0	TOTAL 0

WINTER-Weekly Task and Associated Man Hours				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Maint Crew	Maint. Crew	Maint. Crew 15	Maint. Crew	Maint. Crew
Flower/Detail	Flower/Detail	Flower/Detail 8	Flower/Detail	Flower/Detail
Hort. Tech	Hort Tech 3	Hort. Tech	Hort. Tech	Hort. Tech
Irrigation Tech 4	Irrigation Tech	Irrigation Tech	Irrigation Tech	Irrigation Tech
TOTAL 4	TOTAL 3	TOTAL 23	TOTAL 0	TOTAL 0

GENERAL NOTES:

1. Schedule Set up on estimated field hours. These are general guidelines and will be adjusted as Scope of work changes during year.
2. Horticulture Technician will support crew for all Fertilization, pest control, and herbicide applications
3. Irrigation tech would be on site once a week and complete 25% of the inspection each week
By doing this the technician will be able to tackle repairs that pop up more quickly to ensure greater water management.
4. Supplemental labor will be provided as needed to maintain the landscape at or above expectations.
5. Account Manager will be on site during times crew is present as well as later in the week to visually inspect the property



Exhibit B-Proposed Service Schedule

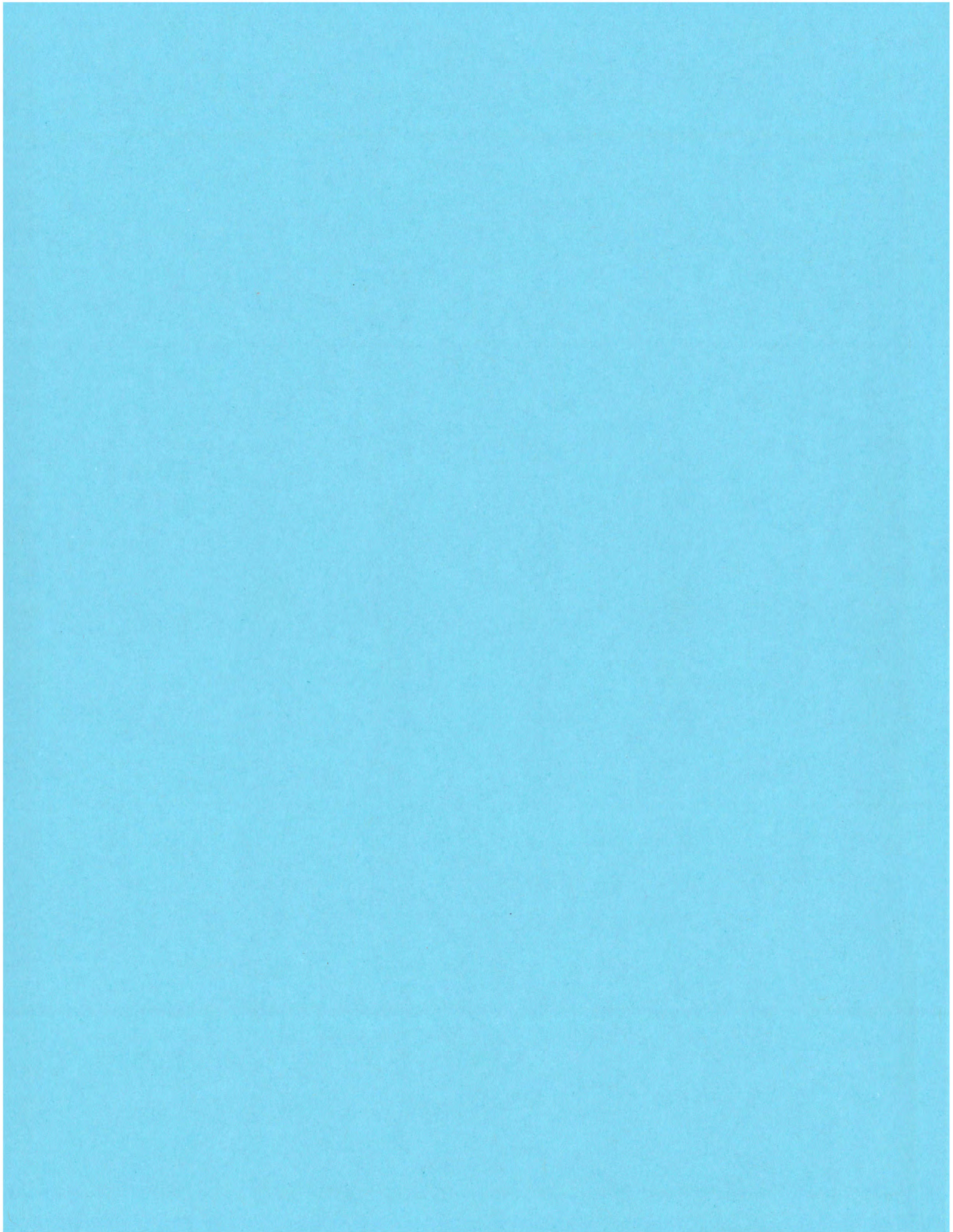
BOGGY CREEK IMPROVEMENT DISTRICT Combined

SUMMER-Weekly Task and Associated Man Hours									
MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
Maint Crew	30	Maint. Crew	30	Maint. Crew	20	Maint. Crew		Maint. Crew	
Flower/Detail	15	Flower/Detail	15	Flower/Detail	15	Flower/Detail		Flower/Detail	
Hort. Tech		Hort Tech		Hort. Tech		Hort. Tech	8	Hort. Tech	
Irrigation Tech		Irrigation Tech		Irrigation Tech	6	Irrigation Tech	6	Irrigation Tech	
TOTAL	45	TOTAL	45	TOTAL	41	TOTAL	14	TOTAL	0

WINTER-Weekly Task and Associated Man Hours									
MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
Maint Crew	30	Maint. Crew		Maint. Crew	15	Maint. Crew		Maint. Crew	
Flower/Detail		Flower/Detail	25	Flower/Detail	8	Flower/Detail	8	Flower/Detail	
Hort. Tech		Hort Tech		Hort. Tech		Hort. Tech		Hort. Tech	
Irrigation Tech		Irrigation Tech		Irrigation Tech	6	Irrigation Tech	6	Irrigation Tech	
TOTAL	30	TOTAL	25	TOTAL	29	TOTAL	14	TOTAL	0

GENERAL NOTES:

1. Schedule Set up on estimated field hours. These are general guidelines and will be adjusted as Scope of work changes during year.
2. Horticulture Technician will support crew for all Fertilization, pest control, and herbicide applications
3. Irrigation tech would be on site once a week and complete 25% of the inspection each week
By doing this the technician will be able to tackle repairs that pop up more quickly to ensure greater water management.
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5. Account Manager will be on site during times crew is present as well as later in the week to visually inspect the property





Presented To: PFM Group Consulting
May 6th, 2019

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>\$23,219.92</u>	<u>\$278,639.00</u>	(for twelve (12) months)
Term 2	<u>\$23,219.92</u>	<u>\$278,639.00</u>	(for twelve (12) months)
Term 3	<u>\$23,916.58</u>	<u>\$286,999.00</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 (2791 SF)	\$ 43,524.00	\$ 43,524.00	\$ 44,830.00
St. Augustine (505337 SF)	\$ 68,374.00	\$ 68,374.00	\$ 70,425.00
Zoysia (0 SF)	\$ N/A	\$ N/A	\$ N/A
Bermuda (0 SF)	\$ N/A	\$ N/A	\$ N/A
Bahia (207100 SF)	\$ 11,638.00	\$ 11,638.00	\$ 11,987.00
Shrub Beds (242708 SF)	\$ 65,463.00	\$ 65,463.00	\$ 67,427.00
Trees & Palms	\$ 14,592.00	\$ 14,592.00	\$ 15,030.00
Irrigation	\$ 11,796.00	\$ 11,796.00	\$ 12,150.00
Mulch	\$ 63,252.00	\$ 63,252.00	\$ 65,150.00
TOTAL ANNUAL AMOUNT	\$ 278,639.00	\$ 278,639.00	\$ 286,999.00

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 %

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>\$7,779.17</u>	<u>\$93,350.00</u>	(for twelve (12) months)
Term 2	<u>\$7,779.17</u>	<u>\$93,350.00</u>	(for twelve (12) months)
Term 3	<u>\$8,012.50</u>	<u>\$96,150.00</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)	\$ N/A	\$ N/A	\$ N/A
St. Augustine (177928 SF)	\$ 20,369.00	\$ 20,369.00	\$ 20,980.00
Zoysia (0 SF)	\$ N/A	\$ N/A	\$ N/A
Bermuda (0 SF)	\$ N/A	\$ N/A	\$ N/A
Bahia (421077 SF)	\$ 10,183.00	\$ 10,183.00	\$ 10,489.00
Shrub Beds (94386 SF)	\$ 26,024.00	\$ 26,024.00	\$ 26,804.00
Trees & Palms	\$ 7,578.00	\$ 7,578.00	\$ 7,805.00
Irrigation	\$ 4,596.00	\$ 4,596.00	\$ 4,734.00
Mulch	\$ 24,600.00	\$ 24,600.00	\$ 25,338.00
TOTAL ANNUAL AMOUNT	\$ 93,350.00	\$ 93,350.00	\$ 96,150.00

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 %	3 %

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>\$30,999.08</u>	<u>\$371,989.00</u>	(for twelve (12) months)
Term 2	<u>\$30,999.08</u>	<u>\$371,989.00</u>	(for twelve (12) months)
Term 3	<u>\$31,929.08</u>	<u>\$383,149.00</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 (2791 SF)	\$ 43,524.00	\$ 43,524.00	\$ 44,830.00
St. Augustine (683265 SF)	\$ 88,743.00	\$ 88,743.00	\$ 91,405.00
Zoysia (0 SF)	\$ N/A	\$ N/A	\$ N/A
Bermuda (0 SF)	\$ N/A	\$ N/A	\$ N/A
Bahia (628177 SF)	\$ 21,821.00	\$ 21,821.00	\$ 22,476.00
Shrub Beds (337094 SF)	\$ 91,487.00	\$ 91,487.00	\$ 94,231.00
Trees & Palms	\$ 22,170.00	\$ 22,170.00	\$ 22,835.00
Irrigation	\$ 16,392.00	\$ 16,392.00	\$ 16,884.00
Mulch	\$ 87,852.00	\$ 87,852.00	\$ 90,488.00
TOTAL ANNUAL AMOUNT	\$ 371,989.00	\$ 371,989.00	\$ 383,149.00

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 %	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>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)
_____	_____	_____
(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 7th Street By: [Signature]

Orlando FL 32829 (Signature)

JC Guilan

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 6th, 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 (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 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 (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 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 Attachments

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.

See Attachments

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 yers	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.

Brightview Landscape Services
Name of Proposer

By: Jose Guillen

This 6th day of May, 2019

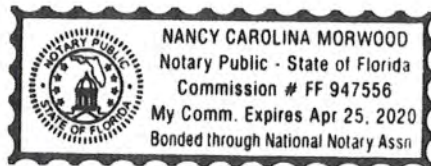
By: [Signature]
[Type Name and Title of Person Signing]

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 18 day of April, 2019, by Jose C. Guillen, of the Brightview, 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
Section #1	4	1	1	1
Section #2	3	1	1	1
Combined (Section #1&2)	6	1	2	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
Section #1	Tuesday - Thursday	10
Section #2	Thursday	10
Combined (Section #1&2)	Tuesday - Thursday	10

BOGGY CREEK IMPROVEMENT DISTRICT

Construction Committee Recommendation

BOGGY CREEK IMPROVEMENT DISTRICT (LAKE NONA SOUTH)
LANDSCAPING AND IRRIGATION MAINTENANCE RFP

SECTION 1:

Bid/Fee Detail

Proposer	1st Year	2nd Year	3rd Year	Total, 3 Years		Hours Per Week
HHLC	\$148,320.00	\$148,320.00	\$148,320.00	\$444,960.00	Mon	8
Carol King	\$199,800.00	\$199,800.00	\$205,800.00	\$605,400.00	Mon-Tues	16
Down 2 Earth	\$220,950.00	\$220,950.00	\$220,950.00	\$662,850.00	Mon-Thur	32
Omega Scapes	\$286,716.00	\$295,308.00	\$304,164.00	\$886,188.00	Mon-Thur	40
Cepra	\$171,123.00	\$171,123.00	\$175,848.00	\$518,094.00	Mon-Tues	20
BrightView	\$278,639.00	\$278,639.00	\$286,999.00	\$844,277.00	Tues-Thur	30

Proposer Rankings

Contractor	Personnel, Workload Max. 30 Pts.	Experience Max. 30 Pts.	Understanding of Scope Max. 10 Pts.	Price Max. 30 Pts.	Point Total Max. 100 Pts.	Ranking Based on Total Points
HHLC	0	0	0	0.00	0.00	6
Carol King	25	25	5	24.94	79.94	3
Down 2 Earth	30	30	10	21.62	91.62	2
Omega Scapes	30	25	7	8.69	70.69	5
Cepra	30	30	10	30.00	100.00	1
BrightView	30	25	10	14.82	79.82	4

SECTION 2:

Bid/Fee Detail

Proposer	1st Year	2nd Year	3rd Year	Total, 3 Years		Hours Per Week
HHLC	\$65,520.00	\$65,520.00	\$65,520.00	\$196,560.00	Tues	8
Carol King	\$116,040.00	\$116,040.00	\$119,520.00	\$351,600.00	Wed-Thur	16
Down 2 Earth	\$75,230.00	\$75,230.00	\$75,230.00	\$225,690.00	Mon-Thur	32
Omega Scapes	\$113,280.00	\$116,676.00	\$120,180.00	\$350,136.00	Mon-Thur	40
Cepra	\$57,453.00	\$57,453.00	\$59,571.00	\$174,477.00	Wed	10
BrightView	\$93,350.00	\$93,350.00	\$96,150.00	\$282,850.00	Thur	10

Contractor	Personnel, Workload Max. 30 Pts.	Experience Max. 30 Pts.	Understanding of Scope Max. 10 Pts.	Price Max. 30 Pts.	Point Total Max. 100 Pts.	Ranking Based on Total Points
HHLC	0	0	0	0.00	0.00	6
Carol King	25	25	5	0.00	55.00	5
Down 2 Earth	30	30	10	21.19	91.19	2
Omega Scapes	30	25	7	0.00	62.00	4
Cepra	30	30	10	30.00	100.00	1
BrightView	30	25	10	16.83	81.83	3

COMBINED:

Bid/Fee Detail

Proposer	1st Year	2nd Year	3rd Year	Total, 3 Years		Hours Per Week
HHLC	\$213,840.00	\$213,840.00	\$213,840.00	\$641,520.00	Mon-Tues	16
Carol King	\$315,840.00	\$315,840.00	\$325,320.00	\$957,000.00	Mon-Thur	32
Down 2 Earth	\$296,180.00	\$296,180.00	\$296,180.00	\$888,540.00	Mon-Thur	32
Omega Scapes	\$399,996.00	\$411,996.00	\$423,996.00	\$1,235,988.00	Mon-Thur	40
Cepra	\$228,576.00	\$228,576.00	\$234,717.00	\$691,869.00	Mon-Wed	30
BrightView	\$371,989.00	\$371,989.00	\$383,149.00	\$1,127,127.00	Tues-Thur	30

Contractor	Personnel, Workload Max. 30 Pts.	Experience Max. 30 Pts.	Understanding of Scope Max. 10 Pts.	Price Max. 30 Pts.	Point Total Max. 100 Pts.	Ranking Based on Total Points
HHLC	0	0	0	0.00	0.00	6
Carol King	25	25	5	18.50	73.50	4
Down 2 Earth	30	30	10	21.47	91.47	2
Omega Scapes	30	25	7	6.41	68.41	5
Cepra	30	30	10	30.00	100.00	1
BrightView	30	25	10	11.13	76.13	3

BOGGY CREEK IMPROVEMENT DISTRICT

**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.]***

RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2019/2020; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Boggy Creek Improvement District ("**District**") prior to June 15, 2019, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, which is on file and available for public inspection at the "**District's Office**," 12051 Corporate Boulevard, Orlando, Florida 32817, (407) 352-3256. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2019, and pursuant to Chapter 170, Florida

Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: _____
LOCATION: _____

4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Orlando and Orange County at least 60 days prior to the hearing set above.

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Orange County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

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

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

ATTEST:

**BOGGY CREEK IMPROVEMENT
DISTRICT**

Secretary

By: _____
Its: _____

EXHIBIT A

Boggy Creek Improvement District
FY 2020 Proposed O&M Budget

	Actuals Through 04/30/2019	Anticipated 05/2019 - 09/2019	Anticipated FY 2019 Totals	FY 2019 Adopted Budget	FY 2020 Proposed Budget
<u>Revenues</u>					
Off-Roll Assessments	\$ 615,426.98	\$ 197,467.79	\$ 812,894.77	\$ 812,894.77	\$ 920,455.44
Other Income & Other Financing Sources	367.61	-	367.61	-	-
Net Revenues	\$ 615,794.59	\$ 197,467.79	\$ 813,262.38	\$ 812,894.77	\$ 920,455.44
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 2,800.00	\$ 2,000.00	\$ 4,800.00	\$ 4,800.00	\$ 7,200.00
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	21,875.00	15,625.00	37,500.00	37,500.00	37,500.00
Engineering	4,336.50	5,663.50	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	8,957.99	6,398.56	15,356.55	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	39.96	95.90	500.00	350.00
Telephone	70.07	50.05	120.12	250.00	350.00
Postage & Shipping	96.50	68.93	165.43	300.00	500.00
Copies	622.50	444.64	1,067.14	2,500.00	2,500.00
Legal Advertising	5,661.51	4,043.94	9,705.45	3,000.00	6,000.00
Bank Fees	-	-	-	50.00	-
Miscellaneous	1,671.60	1,194.00	2,865.60	1,000.00	3,000.00
Property Taxes	339.11	-	339.11	-	500.00
Web Site Maintenance	735.00	525.00	1,260.00	1,250.00	2,700.00
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	\$ 67,693.07	\$ 41,003.58	\$ 108,696.65	\$ 114,500.00	\$ 128,425.00

Boggy Creek Improvement District
FY 2020 Proposed O&M Budget

	Actuals Through 04/30/2019	Anticipated 05/2019 - 09/2019	Anticipated FY 2019 Totals	FY 2019 Adopted Budget	FY 2020 Proposed Budget
<u>Field Operations Expenses</u>					
Electric Utility Services					
Electric	\$ 1,185.99	847.14	\$ 2,033.13	\$ 2,000.00	\$ 2,000.00
Entry Lighting	-	500.00	500.00	500.00	500.00
Water-Sewer Combination Services					
Water Reclaimed	17,261.90	12,329.93	29,591.83	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	17,238.50	12,313.21	29,551.71	30,000.00	-
Irrigation Repairs	-	-	-	-	30,000.00
Landscaping Maintenance & Material	125,666.51	89,761.79	215,428.30	215,496.00	253,393.50
Other Landscape Maintenance	-	-	-	-	62,857.60
Landscape Improvements	1,950.00	1,392.86	3,342.86	47,504.00	55,000.00
Tree Trimming	91,456.25	45,325.89	136,782.14	40,000.00	40,000.00
Hurricane Cleanup	-	11,030.13	11,030.13	20,000.00	20,000.00
Contingency	1,550.00	1,141.92	2,691.92	30,000.00	20,000.00
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	1,899.60	1,545.40	3,445.00	3,445.00	3,445.00
IME - Irrigation Repair	2,743.18	29,756.82	32,500.00	32,500.00	9,750.00
IME - Landscaping	41,170.97	29,407.84	70,578.81	79,673.10	78,717.60
IME - Lighting	1,726.36	18,273.64	20,000.00	20,000.00	20,000.00
IME - Miscellaneous	1,378.32	984.51	2,362.83	-	1,499.88
IME - Water Reclaimed	502.32	2,747.68	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	29,525.04	52,474.96	82,000.00	82,000.00	86,390.20
Parks & Recreation					
Personnel Leasing Agreement	-	20,000.00	20,000.00	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	\$ 343,313.94	\$ 361,310.39	\$ 704,624.33	\$ 698,544.77	\$ 792,130.44
Total Expenses	\$ 411,007.01	\$ 402,313.97	\$ 813,320.98	\$ 813,044.77	\$ 920,555.44
Income (Loss) from Operations	\$ 204,787.58	\$ (204,846.18)	\$ (58.60)	\$ (150.00)	\$ (100.00)
<u>Other Income (Expense)</u>					
Interest Income	\$ 34.86	\$ 24.90	\$ 58.60	\$ 150.00	\$ 100.00
Total Other Income (Expense)	\$ 34.86	\$ 24.90	\$ 58.60	\$ 150.00	\$ 100.00
Net Income (Loss)	\$ 204,822.44	\$ (204,821.28)	\$ -	\$ -	\$ -

Boggy Creek Improvement District
FY 2020 Debt Service Budget
Series 2013 Special Assessment Bonds

	FY 2020 Proposed Budget
REVENUES:	
Special Assessments Series 2013	\$ 5,220,846.89
TOTAL REVENUES	<u>\$ 5,220,846.89</u>
EXPENDITURES:	
Series 2013 - Interest 11/01/2019	\$1,269,334.38
Series 2013 - Principal 05/01/2020	\$1,450,000.00
Series 2013 - Interest 05/01/2020	\$1,269,334.38
TOTAL EXPENDITURES	<u>\$ 3,988,668.76</u>
EXCESS REVENUES	<u>\$ 1,232,178.13</u>
Series 2013 - Interest 11/01/2020	\$ 1,232,178.13

BOGGY CREEK IMPROVEMENT DISTRICT

Fiscal Year 2018 Audit

**BOGGY CREEK
IMPROVEMENT DISTRICT
CITY OF ORLANDO, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2018**

**BOGGY CREEK IMPROVEMENT DISTRICT
CITY OF ORLANDO, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Boggy Creek Improvement District
City of Orlando, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Boggy Creek Improvement District, City of Orlando, Florida ("District") as of and for the fiscal year ended September 30, 2018, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund, of the District as of September 30, 2018, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 6, 2019, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated May 6, 2019, on our consideration of the District's compliance with the requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.



May 6, 2019

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the Boggy Creek Improvement District, City of Orlando, Florida ("District") would like to offer the readers of the District's financial statements this discussion and analysis of the District's financial activities for the fiscal year ended September 30, 2018. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets plus deferred outflows of resources at the close of the most recent fiscal year resulting in a net position deficit balance of (\$39,792,812).
- The change in the District's total net position in comparison with the prior fiscal year was \$731,431, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2018, the District's governmental funds reported combined ending fund balances of \$2,989,063, a decrease of (\$2,877,705) in comparison with the prior fiscal year. A portion of fund balance is restricted for debt service, non-spendable for prepaid items and deposits, and the remainder is unassigned, deficit fund balance in the general and capital projects fund.

OVERVIEW OF FINANCIAL STATEMENTS

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

Government-Wide Financial Statements

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

The statement of net position presents information on all the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

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

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

Fund Financial Statements

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

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

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

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

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

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

Notes to the Financial Statements

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets plus deferred outflows of resources at the close of the most recent fiscal year.

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

NET POSITION SEPTEMBER 30,		
	2018	2017
Assets, excluding capital assets	\$ 4,572,443	\$ 6,247,546
Capital assets, not being depreciated	8,404,971	726,590
Total assets	12,977,414	6,974,136
Deferred outflows of resources	5,030,783	5,310,271
Liabilities, excluding long-term liabilities	2,705,980	1,496,000
Long-term liabilities	55,095,029	51,312,650
Total liabilities	57,801,009	52,808,650
Net Position		
Net investment in capital assets	(42,982,607)	(43,307,671)
Restricted for debt service	3,237,466	2,839,516
Unrestricted	(47,671)	(56,088)
Total net position	\$ (39,792,812)	\$ (40,524,243)

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

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

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

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations.

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

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2018	2017
Revenues:		
Program revenues		
Charges for services	\$ 4,682,474	\$ 4,435,273
Operating grants and contributions	9,590	6,472
Capital grants and contributions	101,995	1,743,392
General revenues		
Miscellaneous	9	19,404
Interest income	81	157
Total revenues	4,794,149	6,204,698
Expenses:		
General government	112,603	97,669
Physical environment	575,878	20,510,572
Bond issue costs	375,750	-
Interest	2,998,487	3,028,330
Total expenses	4,062,718	23,636,571
Change in net position	731,431	(17,431,873)
Net position - beginning	(40,524,243)	(23,092,370)
Net position - ending	\$ (39,792,812)	\$ (40,524,243)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2018 was \$4,062,718. The costs of the District's activities were funded by program revenues. Program revenues are comprised primarily of special assessments. The decrease in program revenues from the prior year is the result certain capital assets conveyed to the District in the prior year which did not occur in the current year. The decrease in expenses is the result of certain capital assets that were conveyed from the District to other entities in the prior year which did not occur in the current year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2018 was amended to increase revenues by \$9 and increase appropriations by \$6,700.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2018, the District had \$8,404,971 invested in capital assets for its governmental activities. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2018, the District had \$55,972,289 in Bonds outstanding for its governmental activities. In addition, the District owes the Developer \$99,920. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The District's construction of the infrastructure is ongoing. It is anticipated that the general operations of the District will increase in the subsequent fiscal year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide property owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Boggy Creek Improvement District's Finance Department at 12051 Corporate Boulevard, Orlando, Florida 32817.

**BOGGY CREEK IMPROVEMENT DISTRICT
CITY OF ORLANDO, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2018**

	Governmental Activities
ASSETS	
Cash	\$ 78,083
Investments	1,251
Interest receivable	996
Accounts receivable	148
Due from other governments	27,716
Prepays and deposits	5,871
Restricted assets:	
Cash	12,875
Investments	4,445,503
Capital assets:	
Nondepreciable	8,404,971
Total assets	<u>12,977,414</u>
 DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on refunding (debit)	5,030,783
Total deferred outflows of resources	<u>5,030,783</u>
 LIABILITIES	
Accounts payable	48,796
Contracts and retainage payable	1,380,321
Unearned revenue	154,263
Accrued interest payable	1,122,600
Non-current liabilities:	
Due within one year	1,380,000
Due in more than one year	53,715,029
Total liabilities	<u>57,801,009</u>
 NET POSITION	
Net investment in capital assets	(42,982,607)
Restricted for debt service	3,237,466
Unrestricted	(47,671)
Total net position	<u>\$ (39,792,812)</u>

See notes to the financial statements

**BOGGY CREEK IMPROVEMENT DISTRICT
CITY OF ORLANDO, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary government:					
Governmental activities:					
General government	\$ 112,603	\$ -	\$ -	\$ -	\$ (112,603)
Physical environment	575,878	696,000	-	101,995	222,117
Bond issue costs	375,750	-	-	-	(375,750)
Interest on long-term debt	2,998,487	3,986,474	9,590	-	997,577
Total governmental activities	4,062,718	4,682,474	9,590	101,995	731,341
General revenues:					
Miscellaneous					9
Interest income					81
Total general revenues					90
Change in net position					731,431
Net position - beginning					(40,524,243)
Net position - ending					<u>\$ (39,792,812)</u>

See notes to the financial statements

**BOGGY CREEK IMPROVEMENT DISTRICT
CITY OF ORLANDO, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	\$ 78,083	\$ -	\$ 12,875	\$ 90,958
Investments	1,251	4,411,591	33,912	4,446,754
Accounts receivable	148	-	-	148
Due from other governments	17,522	-	10,194	27,716
Interest receivable	-	988	8	996
Prepays and deposits	5,871	-	-	5,871
Total assets	<u>\$ 102,875</u>	<u>\$ 4,412,579</u>	<u>\$ 56,989</u>	<u>\$ 4,572,443</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 48,796	\$ -	\$ -	\$ 48,796
Contracts and retainage payable	-	-	1,380,321	1,380,321
Unearned revenue	101,750	52,513	-	154,263
Total liabilities	<u>150,546</u>	<u>52,513</u>	<u>1,380,321</u>	<u>1,583,380</u>
Fund balances:				
Nonspendable:				
Prepaid items	5,871	-	-	5,871
Restricted for:				
Debt service	-	4,360,066	-	4,360,066
Unassigned	(53,542)	-	(1,323,332)	(1,376,874)
Total fund balances	<u>(47,671)</u>	<u>4,360,066</u>	<u>(1,323,332)</u>	<u>2,989,063</u>
Total liabilities and fund balances	<u>\$ 102,875</u>	<u>\$ 4,412,579</u>	<u>\$ 56,989</u>	<u>\$ 4,572,443</u>

See notes to the financial statements

**BOGGY CREEK IMPROVEMENT DISTRICT
CITY OF ORLANDO, FLORIDA
RECONCILIATION OF THE BALANCE SHEET –
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2018**

Total fund balances - governmental funds	\$	2,989,063
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets in the net position of the government as a whole.

Cost of capital assets		8,404,971
------------------------	--	-----------

Deferred charges on refunding of long-term debt are shown as deferred outflows/inflows of resources in the government-wide financial statements; however, this amount is expensed in the governmental fund financial statements.

		5,030,783
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Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable		(1,122,600)
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Bonds payable		(55,972,289)
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Unamortized bond issuance discount		877,260
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Net position of governmental activities	\$	(39,792,812)
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See notes to the financial statements

**BOGGY CREEK IMPROVEMENT DISTRICT
CITY OF ORLANDO, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ 696,000	\$ 3,986,474	\$ -	\$ 4,682,474
Developer contributions	-	-	99,920	99,920
Intergovernmental	-	-	148	148
Miscellaneous	9	-	-	9
Interest income	81	9,590	1,927	11,598
Total revenues	696,090	3,996,064	101,995	4,794,149
EXPENDITURES				
Current:				
General government	112,603	-	-	112,603
Physical environment	575,878	-	-	575,878
Debt service:				
Principal	-	1,310,000	2,560,146	3,870,146
Interest	-	2,676,531	-	2,676,531
Bond issue costs	-	-	375,750	375,750
Capital outlay	-	-	7,678,381	7,678,381
Total expenditures	688,481	3,986,531	10,614,277	15,289,289
Excess (deficiency) of revenues over (under) expenditures	7,609	9,533	(10,512,282)	(10,495,140)
OTHER FINANCING SOURCES (USES)				
Interfund transfers	808	(9,062)	8,254	-
Bonds issued	-	404,857	4,652,432	5,057,289
Developer advance	-	-	2,560,146	2,560,146
Total other financing sources (uses)	808	395,795	7,220,832	7,617,435
Net change in fund balances	8,417	405,328	(3,291,450)	(2,877,705)
Fund balances - beginning	(56,088)	3,954,738	1,968,118	5,866,768
Fund balances - ending	\$ (47,671)	\$ 4,360,066	\$ (1,323,332)	\$ 2,989,063

See notes to the financial statements

**BOGGY CREEK IMPROVEMENT DISTRICT
CITY OF ORLANDO, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

Net change in fund balances - total governmental funds	\$ (2,877,705)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, in the statement of activities, the cost of those assets is eliminated and is capitalized in the statement of net position as capital assets.	7,678,381
Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	3,870,146
Governmental funds report Developer advances as financial resources when cash is received, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(2,560,146)
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(5,057,289)
Amortization of the deferred charge on refunding is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(279,488)
Amortization of Bond discounts is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(35,090)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	(7,378)
Change in net position of governmental activities	<u>\$ 731,431</u>

See notes to the financial statements

**BOGGY CREEK IMPROVEMENT DISTRICT
CITY OF ORLANDO, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Boggy Creek Improvement District ("District") was established in 2001 by the City of Orlando City Commissioners pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, under City of Orlando Ordinance 011126701. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2018 four of the Board members are affiliated with Lake Nona Land Company, L.L.C. ("Developer").

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

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

Assessments

Assessments are non-ad valorem assessments on all assessable property within the District. Assessments are levied to pay for the operations and maintenance and debt service of the District. Operations and maintenance assessments are levied on an annual basis and debt service assessments are levied at the issuance of bonds and certified for collection on an annual basis. The fiscal year for which annual assessments are levied begins on October 1 and, if collected using the Uniform Method of Collection, with discounts available for payments through February 28 and become delinquent on April 1. Alternatively, the District adopts a resolution providing for the collection dates and directly collects the assessments.

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

The District reports the following major governmental funds:

General Fund

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

Debt Service Fund

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

Capital Projects Fund

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

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

Deposits and Investments

The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

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

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

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

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

Prepaid Items

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

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

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

No depreciation has been taken in the current fiscal year as all the District's capital assets are non-depreciable.

Unearned Revenue

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

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

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

Deferred Outflows/Inflows of Resources

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

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

Fund Equity/Net Position

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

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

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

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

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

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

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

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

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

Investments

The District's investments were held as follows at September 30, 2018:

	Amortized Cost	Credit Risk	Maturities
US Bank Money Market	\$ 4,040,530	N/A	N/A
Business Money Market Account at Florida Community Bank	404,973	N/A	N/A
Investment in Local Government Surplus Funds Trust Fund (Florida PRIME)	1,251	S&P AAAM	portfolio: 33 days
Total Investments	<u>\$ 4,446,754</u>		

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

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

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

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

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

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

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

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

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

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2018 was as follows:

	Balance	Additions	Reductions	Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land	\$ 726,590	\$ -	\$ -	\$ 726,590
Construction in progress	-	7,678,381	-	7,678,381
Total capital assets, not being depreciated	726,590	7,678,381	-	8,404,971
 Governmental activities capital assets	 \$ 726,590	 \$ 7,678,381	 \$ -	 \$ 8,404,971

The total projected cost of all infrastructure improvements for the District has been estimated at approximately \$86,800,000. Prior to the issuance of the Series 2013 bonds approximately \$39,500,000 of improvements were constructed. All of these improvements with the exception of landscape, hardscape and irrigation improvements have been dedicated to the applicable governmental or jurisdictional agency for operation and maintenance. The Series 2013 bonds were issued to fund approximately \$16,500,000 of the infrastructure improvements. In the current fiscal year the District obtained a BAN line of credit in order to continue to fund the project. See Note 6 for details.

NOTE 6 – LONG-TERM LIABILITIES

Series 2013

On April 19, 2013, the District issued \$56,815,000 of Special Assessment Revenue and Revenue Refunding Bonds, Series 2013 due on May 1, 2043 with a fixed interest rate of 5.125%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District and to refund the Series 2010 Bonds outstanding in the aggregate principal amount of \$35,820,000 at the time of issuance of the Series 2013 Bonds. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2014 through May 1, 2043.

The Series 2013 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2018.

Series 2018 Bond Anticipation Note - Line of Credit

On July 25, 2018, the District obtained a line of credit not to exceed \$25,000,000, of which the total amount drawn as of September 30, 2018 is \$5,057,289. The Note will mature on July 24, 2023. The 2018 note was issued to finance the acquisition and construction of certain improvements for the benefit of the District. The 2018 note shall bear interest at a rate of 4.5% per annum, and interest shall be computed on the basis of a 360-day year of twelve 30-day months. The 2018 Note is subject to redemption prior to maturity at the option of the District at a redemption price equal to 100% of the principal amount of the 2018 Note.

The Note established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. Each draw request shall provide that 8% of each amount then subject to such Draw Request shall be deposited to the 2018 Note Reserve Account. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service. The District was in compliance with the requirements at September 30, 2018.

Developer Advance

The Developer has agreed to fund a portion of the construction costs of the District's infrastructure. In connection with that agreement, Developer advances to the capital projects fund during fiscal year 2018 were \$2,660,066. The District issued Series 2018 Bond Anticipation Note in the current fiscal year and reimbursed a total of \$2,560,146 to the Developer related to advances made in the current fiscal year. The balance owed to the developer is not included in the maturity schedule below.

Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2018 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2013 Bonds	\$ 52,225,000	\$ -	\$ 1,310,000	\$ 50,915,000	\$ 1,380,000
Less: issuance discount	912,350	-	35,090	877,260	-
Series 2018 BAN	-	5,057,289	-	5,057,289	-
Developer Advance	-	2,560,146	2,560,146	-	-
Total	\$ 51,312,650	\$ 7,617,435	\$ 3,835,056	\$ 55,095,029	\$ 1,380,000

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Long-term debt activity (Continued)

At September 30, 2018, the scheduled debt service requirements on the Series 2013 Bonds were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2019	\$ 1,380,000	\$ 2,609,394	\$ 3,989,394
2020	1,450,000	2,538,669	3,988,669
2021	1,525,000	2,464,356	3,989,356
2022	1,600,000	2,386,200	3,986,200
2023	1,685,000	2,304,200	3,989,200
2024-2028	9,800,000	10,134,688	19,934,688
2029-2033	12,580,000	7,352,581	19,932,581
2034-2038	16,155,000	3,781,738	19,936,738
2039-2043	4,740,000	753,119	5,493,119
	<u>\$ 50,915,000</u>	<u>\$ 34,324,945</u>	<u>\$ 85,239,945</u>

NOTE 7 – DEVELOPER TRANSACTIONS AND CONCENTRATION

A significant portion of the District's activity is dependent upon continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations. At September 30, 2018, the Developer owned a significant amount of the assessable property located within the District's boundaries.

The Developer has also agreed to fund the construction of the District's infrastructure. In connection with that agreement, the Developer advances to the capital projects fund were \$2,660,066, of which \$2,560,146 was paid to the developer in the current fiscal year.

NOTE 8 – INTERLOCAL AGREEMENTS

The District previously entered into an interlocal agreement related to cost sharing for certain infrastructure projects with Greenway Improvement District ("Greenway") and Myrtle Creek Improvement District ("Myrtle Creek"). These districts are related through a common Developer. The agreement provides for the improvements to be constructed, acquired or otherwise provided by the District and that the District will be reimbursed for these costs from Greenway and Myrtle Creek. The projected costs related to the agreement were projected at approximately \$33,800,000 with the costs to be split 32.5% for the District, 36% for Greenway, and 31.5% for Myrtle Creek. The District, Greenway and Myrtle Creek also previously entered into an agreement regarding interchange maintenance costs based on the same cost allocation. Boggy Creek Improvement Districts costs associated with this agreement in the current fiscal year were \$91,043.

The District also previously entered into a cost sharing agreement with Myrtle Creek regarding maintenance costs associated with Lake Nona Gateway Road. The District agreed to share the maintenance cost based on allocation of 50.1% for Myrtle Creek and 49.9% for the District. Boggy Creek Improvement Districts costs associated with this agreement in the current fiscal year were \$461.

In August 2016, the District entered into an interlocal agreement with Greenway regarding the shared construction costs of Nemours Parkway (phase 7). Upon Greenway's receipt of an invoice from the contractor, the Engineer will review it and make a determination as to the portion that will be due by the District. In the current fiscal year Boggy Creek Improvement District did not incur any costs associated with this agreement. It is anticipated that Boggy Creek Improvement District will incur costs related to this agreement beginning in the subsequent fiscal year.

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 10 – COMMITMENTS AND CONTINGENCIES

As of September 30, 2018, the District had an open contract for a construction project. The contract totaled approximately \$8.5 million, of which approximately \$4.0 million was uncompleted at September 30, 2018.

NOTE 11 – RISK MANAGEMENT

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

NOTE 12 – SUBSEQUENT EVENTS

From October 1, 2018 through January 31, 2019 the District has drawn an additional \$2,156,428 on the Series 2018 line of credit, bringing the total outstanding principal balance on the Series 2018 Note to \$7,213,717 as of January 31, 2019.

On October 18, 2018 the Developer has remitted assessment payments in the amount of \$1,252,021 in order to fund the November 2018 debt service payment.

**BOGGY CREEK IMPROVEMENT DISTRICT
CITY OF ORLANDO, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018**

	Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES				
Assessments	\$ 696,000	\$ 696,000	\$ 696,000	\$ -
Miscellaneous	-	9	9	-
Interest income	150	150	81	(69)
Total revenues	696,150	696,159	696,090	(69)
EXPENDITURES				
Current:				
General government	114,390	105,552	112,603	(7,051)
Physical environment	581,760	597,298	575,878	21,420
Total expenditures	696,150	702,850	688,481	14,369
Excess (deficiency) of revenues over (under) expenditures	-	(6,691)	7,609	14,300
OTHER FINANCING SOURCES				
Interfund transfers	-	-	808	808
Net change in fund balances	\$ -	\$ (6,691)	8,417	\$ 15,108
Fund balance - beginning			(56,088)	
Fund balance - ending			\$ (47,671)	

See notes to required supplementary information

**BOGGY CREEK IMPROVEMENT DISTRICT
CITY OF ORLANDO, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

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

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2018 was amended to increase revenues by \$9 and increase appropriations by \$6,700.



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

To the Board of Supervisors
Boggy Creek Improvement District
City of Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Boggy Creek Improvement District, City of Orlando, Florida ("District") as of and for the fiscal year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated May 6, 2019.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Brew & Associates

May 6, 2019



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

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

To the Board of Supervisors
Boggy Creek Improvement District
City of Orlando, Florida

We have examined Boggy Creek Improvement District, City of Orlando, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2018. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

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

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2018.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Boggy Creek Improvement District, City of Orlando, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

May 6, 2019



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

To the Board of Supervisors
Boggy Creek Improvement District
City of Orlando, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Boggy Creek Improvement District, City of Orlando, Florida ("District") as of and for the fiscal year ended September 30, 2018, and have issued our report thereon dated May 6, 2019.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 6, 2019, should be considered in conjunction with this management letter.

Purpose of this Letter

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

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

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Boggy Creek Improvement District, City of Orlando, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Boggy Creek Improvement District, City of Orlando, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

May 6, 2019

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

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

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

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

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2017.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2018.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2018.

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

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

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2018. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition Nos. 2018-78 – 2018-80 Approved in
April 2019 in an amount totaling \$68,691.20**

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817
PHONE: (407) 382-3256 • FAX: (407) 382-3254

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from April 1, 2019 through April 30, 2019. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-078	AECOM	\$1,600.00
2018-079	Jon M Hall Company	\$66,715.20
2018-080	Hopping Green & Sams	\$376.00
		\$68,691.20

EXHIBIT D

BOGGY CREEK IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	March 29, 2019	REQUISITION NO:	2018-078
PAYEE:	AECOM Technical Services	AMOUNT DUE:	\$1,600.00
ADDRESS:	1178 Paysphere Circle Chicago, IL 60674	FUND:	Acquisition/Construction
ITEM:	Invoice 2000183933 for Project 60565501 (Lake Nona Blvd. Left-turn Lane at Veterans Way) Through 03/01/2019		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract, (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY: 

DISTRICT ENGINEER

Jeffrey J. Newton, P.E. 4/1/19

EXHIBIT D

BOGGY CREEK IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	March 29, 2019	REQUISITION NO:	2018-079
PAYEE:	Jon M Hall Company	AMOUNT DUE:	\$66,715.20
ADDRESS:	1920 Boothe Circle, Suite 230 Longwood, FL 32750	FUND:	Acquisition/Construction
ITEM:	Pay Application #14 Rev 1 for Project 18007 (Lake Nona Nemours Pkwy West & Lift Station) Through 03/25/2019		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

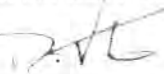
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

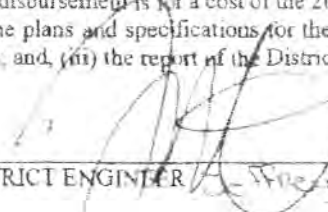
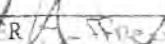
BY:  4/1/19
DISTRICT ENGINEER  J. Newton, P.E.

EXHIBIT D

BOGGY CREEK IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	April 5, 2019	REQUISITION NO:	2018-080
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$376.00
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 106327 for Project Construction Through 02/28/2019		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract, (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY: 

DISTRICT ENGINEER *Jeffrey S. Kerk*

RECEIVED APR 16 2019

BOGGY CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in April 2019 in an amount totaling \$82,975.53**

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817
PHONE: (407) 382-3256 • FAX: (407) 382-3254

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from April 1, 2019 through April 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$82,975.53**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Boggy Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 4/1/2019 to 4/30/2019

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3361	04/02/19	P	ORLSEN	Orlando Sentinel	\$196.25
3362	04/24/19	P	AWC	Aquatic Weed Control, Inc.	\$835.00
3363	04/24/19	P	VALLEY	BrightView Landscape Services	\$68,528.80
3364	04/24/19	P	DONMC	Donald W. McIntosh Associates	\$801.00
3365	04/24/19	P	FISH	Fishkind & Associates, Inc.	\$34.76
3366	04/24/19	P	HGS	Hopping Green & Sams	\$1,545.48
3367	04/24/19	P	MLM	Michael's Lighting & Electric	\$81.25
3368	04/24/19	P	ORLSEN	Orlando Sentinel	\$2,447.54
3369	04/24/19	P	OUC	Orlando Utilities Commission	\$250.00
3370	04/24/19	P	RLEVEY	Richard Levey	\$200.00
3371	04/24/19	P	TCZAPK	Thaddeus Czapka	\$200.00
3372	04/24/19	P	VENTUR	VenturesIn.com	\$105.00
BANK SUN REGISTER TOTAL:					\$75,225.08
GRAND TOTAL :					\$75,225.08

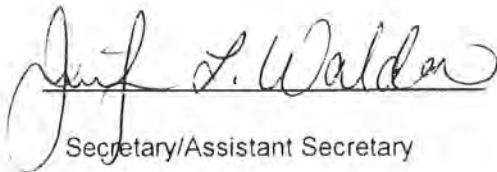
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BOGGY CREEK IMPROVEMENT DISTRICT


Payment Authorization #393

3/29/2019

Item No.	Payee	Invoice Number	General Fund
1	Orlando Sentinel Legal Advertising (Ad 6164404 ; reference OSC5021996)	005021996000	\$ 196.25
TOTAL			\$ 196.25


Secretary/Assistant Secretary

Chairperson


3/30/19

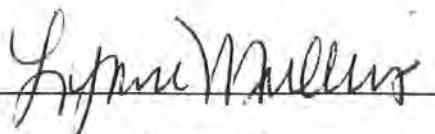
RECEIVED MAR 30 2019

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #394

4/5/2019

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control April Waterway Service	35098	\$ 835.00
2	BrightView Landscape Services April Landscape Services	6253193	\$ 17,958.00
	Controller #14 Repairs (Zone 1)	6257908	\$ 50.00
	Controller #13 Repairs (Zone 9)	6257914	\$ 784.00
	Backflow Assembly Repairs	6258165	\$ 2,024.20
	Plant Replacements	6260944	\$ 40,478.00
	Plant Replacements	6260991	\$ 1,328.00
3	Hopping Green & Sams General Counsel Through 02/28/2019	106326	\$ 1,545.48
4	Michael's Lighting & Electric Night Lighting Check on 03/30/2019	8770	\$ 81.25
5	Orlando Sentinel Legal Advertising (Ad 6200611 ; reference OSC5366978)	005366978000	\$ 1,250.02
	Legal Advertising (Ad 6200785 ; reference OSC5366978)	005366978000	\$ 1,197.52
6	OUC Acct; 2562183178 ; Service 03/01/2019 - 04/02/2019 -pd online 4/16/19	--	\$ 7,750.45
	Deposit for 6964 Tavistock Lakes Boulevard Water Meter	--	\$ 250.00
7	VenturesIn.com April Application Hosting	44418	\$ 105.00
TOTAL			\$ 75,636.92



Secretary/Assistant Secretary

Chairperson

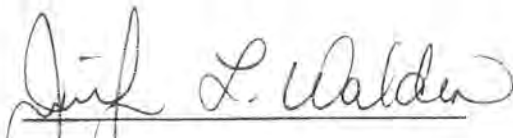

4/9/19

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #395

4/17/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	Interchange Controller Replacement	6260866	\$ 5,548.60
	Controller #11 Repairs (Zone 26)	6271556	\$ 358.00
2	Donald W McIntosh Associates		
	Engineering Services Through 03/22/2019	36474	\$ 801.00
3	Fishkind & Associates		
	Conference Call Reimbursables	24467	\$ 34.76
4	Supervisor Fees - 04/16/2019 Meeting		
	Richard Levey	--	\$ 200.00
	Thad Czapka	--	\$ 200.00
TOTAL			\$ 7,142.36


Secretary/Assistant Secretary

Chairperson


4/18/19

BOGGY CREEK IMPROVEMENT DISTRICT

**Recommendation of
Work Authorization/Proposed Services
*(if applicable)***

BOGGY CREEK IMPROVEMENT DISTRICT

**District's Financial Position
and Budget to Actual YTD**

Boggy Creek Improvement District

Statement of Activities

As of 4/30/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
Revenues					
Off-Roll Assessments	\$615,426.98				\$615,426.98
Other Income & Other Financing Sources	367.61				367.61
Inter-Fund Transfers In	556.17				556.17
Other Assessments		\$3,936,547.54			3,936,547.54
Other Income & Other Financing Sources		416,728.45			416,728.45
Inter-Fund Group Transfers In		23,167.16			23,167.16
Other Income & Other Financing Sources			\$4,635,063.83		4,635,063.83
Inter-Fund Transfers In			(23,723.33)		(23,723.33)
Total Revenues	\$616,350.76	\$4,376,443.15	\$4,611,340.50	\$0.00	\$9,604,134.41
Expenses					
Supervisor Fees	\$2,800.00				\$2,800.00
Public Officials' Liability Insurance	3,250.00				3,250.00
Trustee Services	1,571.35				1,571.35
Management	21,875.00				21,875.00
Engineering	4,336.50				4,336.50
Dissemination Agent	1,250.00				1,250.00
District Counsel	8,957.99				8,957.99
Assessment Administration	7,500.00				7,500.00
Audit	5,923.00				5,923.00
Travel and Per Diem	55.94				55.94
Telephone	70.07				70.07
Postage & Shipping	96.50				96.50
Copies	622.50				622.50
Legal Advertising	5,661.51				5,661.51
Miscellaneous	1,671.60				1,671.60
Property Taxes	339.11				339.11
Web Site Maintenance	735.00				735.00
Holiday Decorations	802.00				802.00
Dues, Licenses, and Fees	175.00				175.00
Electric	1,185.99				1,185.99
Water Reclaimed	17,261.90				17,261.90
General Insurance	3,687.00				3,687.00
Property & Casualty	3,322.00				3,322.00
Irrigation	17,238.50				17,238.50
Landscaping Maintenance & Material	125,666.51				125,666.51
Landscape Improvements	1,950.00				1,950.00
Flower & Plant Replacement	91,456.25				91,456.25
Contingency	1,550.00				1,550.00
IME - Aquatics Maintenance	1,899.60				1,899.60
IME - Irrigation	2,743.18				2,743.18
IME - Landscaping	41,170.97				41,170.97
IME - Lighting	1,726.36				1,726.36
IME - Miscellaneous	1,378.32				1,378.32
IME - Water Reclaimed	502.32				502.32
Entry and Wall Maintenance	1,050.00				1,050.00
Streetlights	29,525.04				29,525.04

Boggy Creek Improvement District

Statement of Activities

As of 4/30/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
Interest Payments		\$1,347,119.77			1,347,119.77
Engineering			\$92,041.50		92,041.50
District Counsel			2,820.00		2,820.00
Legal Advertising			939.83		939.83
Contingency			4,060,434.40		4,060,434.40
Total Expenses	\$411,007.01	\$1,347,119.77	\$4,156,235.73	\$0.00	\$5,914,362.51
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$34.86				\$34.86
Interest Income		\$6,859.62			6,859.62
Interest Income			\$50.50		50.50
Total Other Revenues (Expenses) & Gains (Losses)	\$34.86	\$6,859.62	\$50.50	\$0.00	\$6,944.98
Change in Net Assets	\$205,378.61	\$3,036,183.00	\$455,155.27	\$0.00	\$3,696,716.88
Net Assets At Beginning Of Year	(\$40,170.80)	\$4,412,579.42	(\$1,323,332.79)	\$0.00	\$3,049,075.83
Net Assets At End Of Year	\$165,207.81	\$7,448,762.42	(\$868,177.52)	\$0.00	\$6,745,792.71

Boggy Creek Improvement District
Statement of Financial Position
As of 4/30/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$163,908.26				\$163,908.26
State Board of Administration	1,267.28				1,267.28
Due From Other Governmental Units	4,847.25				4,847.25
Deposits	4,550.00				4,550.00
Infrastructure Capital Reserve	0.62				0.62
Interchange Maintenance Reserve	0.10				0.10
Debt Service Reserve Series 2013		\$3,954,031.25			3,954,031.25
Debt Service Reserve Series 2018		808,726.52			808,726.52
Revenue Series 2013		2,684,696.92			2,684,696.92
Interest Series 2018		1,307.73			1,307.73
General Checking Account			\$13,126.53		13,126.53
Acquisition/Construction Series 2013			10,974.45		10,974.45
Acquisition/Construction Series 2018			13,970.99		13,970.99
Total Current Assets	\$174,573.51	\$7,448,762.42	\$38,071.97	\$0.00	\$7,661,407.90
<u>Investments</u>					
Amount Available in Debt Service Funds				\$7,448,762.42	\$7,448,762.42
Amount To Be Provided				68,466,237.58	68,466,237.58
Total Investments	\$0.00	\$0.00	\$0.00	\$75,915,000.00	\$75,915,000.00
Total Assets	\$174,573.51	\$7,448,762.42	\$38,071.97	\$75,915,000.00	\$83,576,407.90
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$5,504.75				\$5,504.75
Notes and Loans Payable - Current	3,860.95				3,860.95
Accounts Payable			\$56,881.39		56,881.39
Retainage Payable			849,368.10		849,368.10
Total Current Liabilities	\$9,365.70	\$0.00	\$906,249.49	\$0.00	\$915,615.19
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$75,915,000.00	\$75,915,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$75,915,000.00	\$75,915,000.00
Total Liabilities	\$9,365.70	\$0.00	\$906,249.49	\$75,915,000.00	\$76,830,615.19
<u>Net Assets</u>					
Net Assets, Unrestricted	\$70,114.13				\$70,114.13
Current Year Net Assets, Unrestricted	556.17				556.17
Net Assets - General Government	(110,284.93)				(110,284.93)
Current Year Net Assets - General Government	204,822.44				204,822.44
Net Assets, Unrestricted		(\$3,661,454.61)			(3,661,454.61)
Current Year Net Assets, Unrestricted		3,036,183.00			3,036,183.00
Net Assets - General Government		8,074,034.03			8,074,034.03
Net Assets, Unrestricted			(\$22,384,631.35)		(22,384,631.35)
Net Assets, Unrestricted			(5,635,677.60)		(5,635,677.60)
Current Year Net Assets, Unrestricted			455,155.27		455,155.27
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	\$165,207.81	\$7,448,762.42	(\$868,177.52)	\$0.00	\$6,745,792.71
Total Liabilities and Net Assets	\$174,573.51	\$7,448,762.42	\$38,071.97	\$75,915,000.00	\$83,576,407.90

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 04/30/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
Off-Roll Assessments	\$ 615,426.98	\$ 474,188.62	\$ 141,238.36	\$ 812,894.77
Other Income & Other Financing Sources	367.61	-	367.61	-
Net Revenues	\$ 615,794.59	\$ 474,188.62	\$ 141,605.97	\$ 812,894.77
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 2,800.00	\$ 2,800.00	\$ -	\$ 4,800.00
Financial & Administrative				
Public Officials' Liability Insurance	3,250.00	2,085.42	1,164.58	3,575.00
Trustee Services	1,571.35	1,166.67	404.68	2,000.00
Management	21,875.00	21,875.00	-	37,500.00
Engineering	4,336.50	5,833.33	(1,496.83)	10,000.00
Dissemination Agent	1,250.00	2,916.67	(1,666.67)	5,000.00
District Counsel	8,957.99	17,500.00	(8,542.01)	30,000.00
Assessment Administration	7,500.00	4,375.00	3,125.00	7,500.00
Audit	5,923.00	2,275.00	3,648.00	3,900.00
Arbitrage Calculation	-	700.00	(700.00)	1,200.00
Travel and Per Diem	55.94	291.67	(235.73)	500.00
Telephone	70.07	145.83	(75.76)	250.00
Postage & Shipping	96.50	175.00	(78.50)	300.00
Copies	622.50	1,458.33	(835.83)	2,500.00
Legal Advertising	5,661.51	1,750.00	3,911.51	3,000.00
Bank Fees	-	29.17	(29.17)	50.00
Miscellaneous	1,671.60	583.33	1,088.27	1,000.00
Property Taxes	339.11	-	339.11	-
Web Site Maintenance	735.00	729.17	5.83	1,250.00
Holiday Decorations	802.00	-	802.00	-
Dues, Licenses, and Fees	175.00	102.08	72.92	175.00
Total General & Administrative Expenses	\$ 67,693.07	\$ 66,791.67	\$ 901.40	\$ 114,500.00

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 04/30/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Field Operations Expenses</u>				
Electric Utility Services				
Electric	\$ 1,185.99	\$ 1,166.67	\$ 19.32	\$ 2,000.00
Entry Lighting	-	291.67	(291.67)	500.00
Water-Sewer Combination Services				
Water Reclaimed	17,261.90	20,416.67	(3,154.77)	35,000.00
Other Physical Environment				
General Insurance	3,687.00	2,362.50	1,324.50	4,050.00
Property & Casualty	3,322.00	58.33	3,263.67	100.00
Other Insurance	-	291.67	(291.67)	500.00
Irrigation	17,238.50	17,500.00	(261.50)	30,000.00
Landscaping Maintenance & Material	125,666.51	125,706.00	(39.49)	215,496.00
Landscape Improvements	1,950.00	27,710.67	(25,760.67)	47,504.00
Tree Trimming	91,456.25	23,333.33	68,122.92	40,000.00
Hurricane Cleanup	-	11,666.67	(11,666.67)	20,000.00
Contingency	1,550.00	17,500.00	(15,950.00)	30,000.00
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	1,899.60	2,009.58	(109.98)	3,445.00
IME - Irrigation	2,743.18	18,958.33	(16,215.15)	32,500.00
IME - Landscaping	41,170.97	46,475.98	(5,305.01)	79,673.10
IME - Lighting	1,726.36	11,666.67	(9,940.31)	20,000.00
IME - Miscellaneous	1,378.32	-	1,378.32	-
IME - Water Reclaimed	502.32	1,895.83	(1,393.51)	3,250.00
Road & Street Facilities				
Entry and Wall Maintenance	1,050.00	5,833.33	(4,783.33)	10,000.00
Streetlights	29,525.04	47,833.33	(18,308.29)	82,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	11,666.67	(11,666.67)	20,000.00
Reserves				
Infrastructure Capital Reserve	-	11,763.89	(11,763.89)	20,166.67
Interchange Maintenance Reserve	-	1,376.67	(1,376.67)	2,360.00
Total Field Operations Expenses	\$ 343,313.94	\$ 407,484.45	\$ (64,170.51)	\$ 698,544.77
 Total Expenses	 \$ 411,007.01	 \$ 474,276.12	 \$ (63,269.11)	 \$ 813,044.77
 Income (Loss) from Operations	 \$ 204,787.58	 \$ (87.50)	 \$ 204,875.08	 \$ (150.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 34.86	\$ 87.50	\$ (52.64)	\$ 150.00
Total Other Income (Expense)	\$ 34.86	\$ 87.50	\$ (52.64)	\$ 150.00
 Net Income (Loss)	 \$ 204,822.44	 \$ -	 \$ 204,822.44	 \$ -

Boggy Creek Improvement District

Budget to Actual
For the Month Ending 04/30/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	YTD Actual
Revenues								
Off-Roll Assessments	\$ 406,447.46	\$ -	\$ -	\$ 47,014.01	\$ 142,033.91	\$ -	\$ 19,931.60	\$ 615,426.98
Other Income & Other Financing Sources	-	-	-	-	367.61	-	-	367.61
Net Revenues	\$ 406,447.46	\$ -	\$ -	\$ 47,014.01	\$ 142,401.52	\$ -	\$ 19,931.60	\$ 615,794.59
General & Administrative Expenses								
Legislative								
Supervisor Fees	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 2,800.00
Financial & Administrative								
Public Officials' Liability Insurance	3,250.00	-	-	-	-	-	-	3,250.00
Trustee Services	1,571.35	-	-	-	-	-	-	1,571.35
Management	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	21,875.00
Engineering	-	806.00	887.00	648.50	633.50	560.50	801.00	4,336.50
Dissemination Agent	-	-	-	-	1,250.00	-	-	1,250.00
District Counsel	-	-	1,449.10	1,789.00	2,165.77	2,008.64	1,545.48	8,957.99
Assessment Administration	7,500.00	-	-	-	-	-	-	7,500.00
Audit	-	-	-	-	3,023.00	2,900.00	-	5,923.00
Arbitrage Calculation	-	-	-	-	-	-	-	-
Travel and Per Diem	-	9.31	18.33	9.22	14.44	4.64	-	55.94
Telephone	-	-	6.49	28.82	-	-	34.76	70.07
Postage & Shipping	-	13.06	20.63	34.77	-	28.04	-	96.50
Copies	-	88.50	180.00	93.00	168.00	93.00	-	622.50
Legal Advertising	1,253.86	978.86	-	196.25	196.25	392.50	2,643.79	5,661.51
Bank Fees	-	-	-	-	-	-	-	-
Miscellaneous	-	1,672.95	(1.35)	-	-	-	-	1,671.60
Property Taxes	-	339.11	-	-	-	-	-	339.11
Web Site Maintenance	105.00	105.00	105.00	105.00	105.00	105.00	105.00	735.00
Holiday Decorations	-	-	802.00	-	-	-	-	802.00
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 17,380.21	\$ 7,537.79	\$ 6,992.20	\$ 6,429.56	\$ 11,080.96	\$ 9,617.32	\$ 8,655.03	\$ 67,693.07

Boggy Creek Improvement District
Budget to Actual
For the Month Ending 04/30/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	YTD Actual
Field Operations								
Electric Utility Services								
Electric	\$ -	\$ 196.70	\$ 200.67	\$ 197.53	\$ 197.85	\$ 193.83	\$ 199.41	\$ 1,185.99
Entry Lighting	-	-	-	-	-	-	-	-
Water-Sewer Combination Services								
Water Reclaimed	-	4,295.18	3,679.25	1,960.29	2,712.27	2,263.81	2,351.10	17,261.90
Other Physical Environment								
General Insurance	3,687.00	-	-	-	-	-	-	3,687.00
Property & Casualty Insurance	49.00	3,273.00	-	-	-	-	-	3,322.00
Other Insurance	-	-	-	-	-	-	-	-
Irrigation	1,869.00	3,361.50	1,834.46	3,577.50	1,460.00	1,013.34	4,122.70	17,238.50
Landscaping Maintenance & Material	17,958.00	17,958.00	17,958.00	17,958.00	17,958.00	17,958.00	17,918.51	125,666.51
Landscape Improvements	-	1,950.00	-	-	-	-	-	1,950.00
Tree Trimming	-	14,865.20	4,400.45	3,550.00	11,899.60	13,943.00	42,798.00	91,456.25
Hurricane Cleanup	-	-	-	-	-	-	-	-
Contingency	-	-	-	1,500.00	50.00	-	-	1,550.00
Interchange Maintenance Expenses								
IME - Aquatics Maintenance	-	542.75	271.37	271.37	271.37	271.37	271.37	1,899.60
IME - Irrigation	-	-	9.75	534.04	303.47	-	1,895.92	2,743.18
IME - Landscaping	6,639.42	6,639.42	6,639.42	6,639.42	6,639.42	7,973.87	-	41,170.97
IME - Lighting	88.72	236.94	181.21	95.38	682.74	369.61	71.76	1,726.36
IME - Miscellaneous	-	-	1,142.70	235.62	-	-	-	1,378.32
IME - Water Reclaimed	-	86.11	128.28	83.87	100.01	28.25	75.80	502.32
Road & Street Facilities								
Entry and Wall Maintenance	-	-	1,050.00	-	-	-	-	1,050.00
Streetlights	-	4,791.66	5,124.66	5,127.18	4,827.18	4,827.18	4,827.18	29,525.04
Parks & Recreation								
Personnel Leasing Agreement	-	-	-	-	-	-	-	-
Reserves								
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-
Total Field Operations Expenses	\$ 30,291.14	\$ 58,196.46	\$ 42,620.22	\$ 41,730.20	\$ 47,101.91	\$ 48,842.26	\$ 74,531.75	\$ 343,313.94
Total Expenses	\$ 47,671.35	\$ 65,734.25	\$ 49,612.42	\$ 48,159.76	\$ 58,182.87	\$ 58,459.58	\$ 83,186.78	\$ 411,007.01
Income (Loss) from Operations	\$ 358,776.11	\$ (65,734.25)	\$ (49,612.42)	\$ (1,145.75)	\$ 84,218.65	\$ (58,459.58)	\$ (63,255.18)	\$ 204,787.58
Other Income (Expense)								
Interest Income	\$ 0.90	\$ 8.83	\$ 6.13	\$ 2.44	\$ 5.26	\$ 5.74	\$ 5.56	\$ 34.86
Total Other Income (Expense)	\$ 0.90	\$ 8.83	\$ 6.13	\$ 2.44	\$ 5.26	\$ 5.74	\$ 5.56	\$ 34.86
Net Income (Loss)	\$ 358,777.01	\$ (65,725.42)	\$ (49,606.29)	\$ (1,143.31)	\$ 84,223.91	\$ (58,453.84)	\$ (63,249.62)	\$ 204,822.44

Boggy Creek Improvement District
FY 2019
Cash Flow Analysis

	Beg. Cash	FY18 Inflows	FY18 Outflows	FY19 Inflows	FY19 Outflows	End. Cash
10/1/2018	78,082.40	14,418.01	(29,702.34)	304,920.95	(58,290.28)	309,428.74
11/1/2018	309,428.74	-	(873.50)	8,476.75	(12,010.78)	305,021.21
12/1/2018	305,021.21	2,650.71	(10,720.60)	22,112.34	(111,656.27)	207,407.39
1/1/2019	207,407.39	-	-	64,405.97	(82,263.20)	189,550.16
2/1/2019	189,550.16	-	-	158,727.97	(83,538.65)	264,739.48
3/1/2019	264,739.48	-	-	17,337.39	(76,939.42)	205,137.45
4/1/2019	205,137.45	-	-	41,746.34	(82,975.53)	163,908.26
5/1/2019	163,908.26	-	-	2,718.56	-	166,626.82
						as of 05/06/2019
FY 19 Totals		17,068.72	(41,296.44)	620,446.27	(507,674.13)	

As of 05/06/2019

**Boggy Creek Improvement District
Construction Tracking - early May**

	Amount
Series 2018 Bond Issue	
Original Construction Fund - Not To Exceed	\$ 25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	13,896.82
Cumulative Draws Through Prior Month	(8,906,027.31)
	=====
Construction Funds Available	\$ 16,107,869.51
Requisitions This Month	
Requisition 2018-085: Jon M Hall Company	\$ (23,014.48)
	=====
Total Requisitions This Month	\$ (23,014.48)
	=====
Construction Funds Remaining	\$ 16,084,855.03
Committed Funding	
Lake Nona Nemours Parkway West and Lift Station No. 10 – Jon M. Hall Company	\$ (963,507.03)
Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Traffic Control De	(40,025.00)
Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Jon M. Hall Comp	(132,054.00)
Nemours Parkway & Lake Nona Boulevard - Traffic Control Devices	(57,028.48)
Lake Nona Medical City Drive Phase 2 – Bids Due April 6, 2018	-
	=====
Total Committed Funding	\$ (1,192,614.51)
	=====
Net Uncommitted	14,892,240.52