### Live Oak Lake Community Development District

Agenda

May 1, 2024

# AGENDA

### Live Oak Lake

### Community Development District

219 E. Livingston St., Orlando, FL 32801 Phone: 407-841-5524

April 24, 2024

Board of Supervisors Live Oak Lake Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of Live Oak Lake Community Development District will be held Wednesday, May 1, 2024, at 2:30 PM at the West Osceola Branch Library, 305 Campus Street, Celebration, FL 34747.

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: https://us06web.zoom.us/j/83613541694

Zoom Call-In Information: 1-305-224-1968

Zoom ID: 836 1354 1694

### **Board of Supervisors Meeting**

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the February 7, 2024 Board of Supervisors Meeting
- 4. Presentation of Series 2016 Arbitrage Rebate Report
- 5. Ratification of Series 2016 Engagement Letter for Arbitrage Rebate Services
- 6. Presentation of Fiscal Year 2023 Audit Report
- 7. Consideration of Damaged Sod Replacement Proposal from Juniper
- 8. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Consideration of Proposals for Landscape Services
      - a. Blade Runners
      - b. Helping Hand Lawn Care
      - c. Juniper
      - d. Prince and Sons
      - e. Rotolo Consultants, Inc. (RCI)
      - f. United Land Services
      - g. Yellowstone Landscape
  - D. District Manager's Report
    - i. February and March Check Registers
    - ii. February and March Balance Sheets
- 9. Other Business
- 10. Supervisors Requests
- 11. Adjournment

# **MINUTES**

# MINUTES OF MEETING LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Live Oak Lake Community Development District was held on Wednesday, **February 7, 2024** at 2:31 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida and via Zoom.

### Present and constituting a quorum:

Andrea StevensVice ChairpersonMel Gray MarshallAssistant SecretaryNed BowmanAssistant SecretaryKimberly LocherAssistant Secretary

### Also present were:

Tricia Adams
Sarah Sandy by Zoom
District Manager/GMS
District Counsel, Kutak Rock
District Engineer, Dewberry
Jarrett Wright
Field Services, GMS

### FIRST ORDER OF BUSINESS Roll Call

Ms. Adams called the meeting to order. Four Supervisors were present in person constituting a quorum.

### SECOND ORDER OF BUSINESS Public Comment Period

Ms. Adams opened up the public comment period. No members of the public are attending in person. There is one member of the public attending on Zoom. If you are on Zoom and would like to make a comment, please raise your hand using the raise hand function indicating a desire to speak.

Sherry Lewis (2724 Greenland St.) stated that she sent an email of a petition signed by numerous residents on Greenland St. and Twin Lakes Blvd. in reference to having an aerator fountain installed to alleviate their problem with mosquitos and noseeums. She questioned the

meetings being moved to the library in St. Cloud. Ms. Stevens stated they have tried to mitigate the noseeums with some fish stocking. Mr. Wright noted there are five ponds identified as the biggest issues with complaints. He noted they have been treated multiple times with spray treatments. Treatments have been approved to start again shortly for the next two months. When the warmer weather hits consistently above 70, they will do the fish stocking there. Aquatic plantings were installed and are establishing properly and more is coming up. Ms. Adams stated the Board did adopt a Board meeting schedule in Celebration. After the schedule was adopted, Board members did inquire about other locations close to the Live Oak Lakes CDD and staffed checked with the library for the first Wednesday of the month which is not available. She noted they could put in a request for the library for FY2025 meetings.

### THIRD ORDER OF BUSINESS

## **Approval of Minutes of the August 9, 2023 Board of Supervisors Meeting**

Ms. Adams presented the minutes from the Board of Supervisors meeting on August 9, 2023, which can be found on page 5 of the agenda packet. She asked for any comments, corrections, or questions from the Board. The Board had no changes to the minutes.

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, the Minutes of the August 9, 2023 Board of Supervisors Meeting, were approved 4-0.

### FOURTH ORDER OF BUSINESS

### Consideration of Cancellation of Agreement for Website Auditing Services with Innersync Studio, LTD

Ms. Adams stated the District has an agreement with Innersync Studio for website maintenance. This service is not needed by the District as our District management firm handles all of the content posting on the website, maintaining it and making sure the website is in compliance with Florida Statutes. She noted they could cancel the ongoing website auditing service with Innersync Studio. One way to save money yearly would be to migrate the website to a different host site and have it hosted with ReAlign Web Design. The cancellation does require 60 days' notice.

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### FIFTH ORDER OF BUSINESS

## Consideration of Proposal for Website Migration with ReAlign Web Design

Ms. Adams presented the proposal from ReAlign Web Design for the onetime website migration for \$1,750. Ms. Adams noted they do not do the ADA compliance.

On MOTION by Mr. Bowman, seconded by Ms. Stevens, with all in favor, the Proposal from ReAlign Web Design for Onetime Website Migration and Cancel Agreement with Innersync, was approved 4-0.

### SIXTH ORDER OF BUSINESS

Consideration of Arbitrage Services Proposals

- A. LLS Tax Solutions, Inc.
- B. AMTEC

Ms. Adams noted the District has been using LLS Tax Solutions for Arbitrage Services who charges \$550 per debt series. The arbitrage calculation is done annually. AMTEC charges \$450 per debt series. Ms. Locher suggested renegotiating to see if LLS Tax Solutions would come down to \$450. Mr. Bowman stated if LLS is not willing to do that, he suggests switching companies.

On MOTION by Ms. Locher, seconded by Ms. Marshall, with Ms. Locher, Ms. Marshall, and Ms. Stevens in favor and Mr. bowman Opposed, Directing Staff to Renegotiate to Best Extent Possible with LLS Tax Solutions, Inc. and Continue to Use Them for Arbitrage, was approved 3-1.

# SEVENTH ORDER OF BUSINESS Ratification of Data Sharing and Usage Agreement with OCPA

Ms. Adams stated that Live Oak Lake CDD will be compliant with the records that Osceola County property appraiser holds exempt. This agreement was effective January 1, 2024 and has been signed by District management staff so just asking for a motion to ratify.

On MOTION by Ms. Stevens, seconded by Mr. Bowman, with all in favor, the Data Sharing and Usage Agreement with OCPA, was ratified 4-0.

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### EIGHTH ORDER OF BUSINESS

# Consideration of Resolution 2024-01 Relating to the General Election Seats and Qualifying Period Notice and Procedure

Ms. Adams noted the general election is coming up in November 2024. Seats #1 and #2 are scheduled to transition to the general election. This resolution notes the qualification process. The qualifying period is June 10 through June 14.

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, Resolution 2024-01 Relating to the General Election Seats and Qualifying Period Notice and Procedure, was approved 4-0.

### NINTH ORDER OF BUSINESS

### **Staff Reports**

### A. Attorney

Ms. Sandy noted she is working with the developer to get any items/improvements that have been built in the past few phases conveyed over to the District whether that be stormwater that the District would keep or help document items that it had planned to finance even though it doesn't have proceeds to do so that they would be turned over to the city or TWA for utilities.

### B. Engineer

### i. Review of Correspondence Letter with SFWMD

Ms. Stadler noted the District received a letter about the environmental permit and maintenance. Ms. Adams noted there was some correspondence back to the water management district. Ms. Stadler noted the reviewer was just clarifying maintenance of the mitigation areas. Ms. Adams noted they check with the District Engineer each year during budget preparation to see which areas still need mitigation monitoring and exotic removal services and budget in accordance with that. The whole first section was budgeted for and already scheduled so their response was they understand this area is under mitigation and will be maintained in accordance. The next section was related to a lot of pine trees which is a wet conservation area and the property is being maintained in compliance with the permit. The water management district asked if the District wanted to put together some type of plan to remove extra trees they need to see that plan. Ms. Adams noted the answer was we are not asking for a plan as there is no funding for that. In the future if the District wanted to remove additional trees, that would need to be budgeted for and a plan approved by the water management district.

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\*Ms. Locher left the meeting at this time.

### C. Field Manager's Report

Mr. Wright presented the field manager's report to the Board which can be found on page 60 of the agenda package. Mr. Wright will send a summary of midge treatment to the HOA.

### i. Approval of Landscape Bid Package and Request for Proposals

Mr. Wright noted there have been several issues over the last six months with Juniper's service levels. A letter was sent to Juniper informing them that the District is not happy with how things are going and would like to see improvements in specific areas. He noted no response has been received to the letter. He recommended going out for formal bid looking for a new vendor to replace Juniper.

Ms. Adams noted the service Juniper has been providing has not been satisfactory. They have received curative letter and have become less and less responsive and their performance has continued to deteriorate so staff is recommending bidding this project out. Florida Statute requires a special District that has an annual maintenance agreement in excess of \$195,000 there is a statutory compliance with the public sealed bid process. The project manual for this landscape service is extensive and has been prepared by District Counsel. They took the scope of services with the agreement from Juniper and updated the map. A notice will be run with dates and times subject to final revision. The proposals will be received and opened at the District management office and will be provided to the Board for evaluation based on the evaluation criteria.

On MOTION by Mr. Bowman, seconded by Ms. Stevens, with all in favor, Authorization to Finalize Landscape Bid Package and Request for Proposals, was approved 3-0.

### ii. Consideration of Proposals for Sod Replacement

- a. Blade Runners
- b. Juniper
- c. Exalt Outdoors

Mr. Wright noted he asked Juniper for a sod proposal to be broken down into quarter sections with a map detailing which areas to be addressed and to monitor the process. He received a proposal but not the map. Mr. Bowman asked if he has looked at what is causing damage to the turf. Mr. Wright noted they have but these reports were from Juniper, PH level was high and there

were chinch bugs which were treated. He noted the vendors need to work with IMC throughout the whole process and present a plan before proceeding with anything. Mr. Bowman asked if the District has any recourse to seek damages from Juniper. Ms. Stevens suggested sending Juniper another certified letter. This item was deferred to a future meeting.

### D. District Manager's Report

- i. Check Run Summary
- ii. Balance Sheet

The check run summary and balance sheet were deferred to a future meeting agenda.

### TENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

## ELEVENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

There being no comments, the next item followed.

### TWELFTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Stevens, seconded by Mr. Bowman, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary	Chairman / Vice Chairman

# **SECTION IV**



LLS Tax Solutions Inc. 2172 W. Nine Mile Rd. #352 Pensacola, FL 32534

Telephone: 850-754-0311 Email: liscott@llstax.com

March 21, 2024

Ms. Tricia Adams Live Oak Lake Community Development District c/o Governmental Management Services-CF, LLC 219 East Livingston Street Orlando, Florida 32801

### \$15,550,000 Live Oak Lake Community Development District Capital Improvement Revenue Bonds, Series 2016 ("Bonds")

Dear Ms. Adams:

Attached you will find our arbitrage rebate report for the above-referenced Bonds for the annual period ended August 17, 2023 ("Computation Period"). This report indicates that there is no cumulative rebatable arbitrage liability as of August 17, 2023.

The Bonds were also reviewed for compliance with IRS Yield Restriction rules as described in Treasury Regulations §1.148-2.

The next annual arbitrage rebate calculation date is August 17, 2024. We have provided an engagement letter for the next Computation Period for you to sign and return. If you have any questions or comments, please do not hesitate to contact me at (850) 754-0311 or by email at liscott@llstax.com.

Sincerely,

Linda L. Scott

Linda L. Scott, CPA

cc: Ms. Scott Schuhle, US Bank

## Live Oak Lake Community Development District

\$15,550,000 Live Oak Lake Community Development District Capital Improvement Revenue Bonds, Series 2016

For the period ended August 17, 2023



LLS Tax Solutions Inc. 2172 W. Nine Mile Rd. #352 Pensacola, FL 32534

Telephone: 850-754-0311 Email: liscott@llstax.com

March 21, 2024

Live Oak Lake Community Development District c/o Governmental Management Services-CF, LLC 219 East Livingston Street Orlando, Florida 32801

Re: \$15,550,000 Live Oak Lake Community Development District Capital Improvement Revenue Bonds, Series 2016 ("Bonds")

Live Oak Lake Community Development District ("Client") has requested that we prepare certain computations related to the above-described Bonds for the period ended August 17, 2023 ("Computation Period"). The scope of our engagement consisted of the preparation of computations to determine the Rebatable Arbitrage for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"), and this report is not to be used for any other purpose.

In order to prepare these computations, we were provided by the Client with and have relied upon certain closing documents for the Bonds and investment earnings information on the proceeds of the Bonds during the Computation Period. The attached schedule is based upon the aforementioned information provided to us. The assumptions and computational methods we used in the preparation of the schedule are described in the Summary of Notes, Assumptions, Definitions and Source Information. A brief description of the schedule is also attached.

The results of our computations indicate a negative Cumulative Rebatable Arbitrage of \$(704,481.57) at August 17, 2023. As such, no amount must be on deposit in the Rebate Fund nor remitted to the United States Government.

As specified in the Form 8038G, the calculations have been performed based upon a Bond Yield of 4.6477%. Accordingly, we have not recomputed the Bond Yield.

The scope of our engagement was limited to the preparation of a mathematically accurate Rebatable Arbitrage for the Bonds for the Computation Period based on the information provided to us. The Rebatable Arbitrage has been determined as described in the Code, and regulations promulgated thereunder ("Regulations"). We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

LLS Tax Solutions Inc.

Live Oak Lake Community Development District March 21, 2024 \$15,550,000 Capital Improvement Revenue Bonds, Series 2016 For the period ended August 17, 2023

### NOTES AND ASSUMPTIONS

- 1. The issue date of the Bonds is August 18, 2016.
- 2. The end of the first Bond Year for the Bonds is August 17, 2017.
- 3. Computations of yield are based upon a 31-day month, a 360-day year and semiannual compounding.
- 4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under Section 148(f) the Code are shown in the attached schedule
- 5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebatable Arbitrage for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.
- 6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebatable Arbitrage for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.
- 7. Ninety percent (90%) of the Rebatable Arbitrage as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebatable Arbitrage as of the Next Computation Date will not be the Rebatable Arbitrage reflected herein but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100%) of the unpaid Rebatable Arbitrage computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.
- 8. For purposes of determining what constitutes an "issue" under Section 148(f) of the Code, we have assumed that the Bonds constitute a single issue and are not required to be aggregated with any other bonds.

Live Oak Lake Community Development District March 21, 2024 \$15,550,000 Capital Improvement Revenue Bonds, Series 2016 For the period ended August 17, 2023

### NOTES AND ASSUMPTIONS (cont'd)

- 9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the "present value" method of valuation that is described in the Regulations.
- 10. No provision has been made in this report for any debt service fund. Under Section 148(f)(4)(A) of the Code, a "bona fide debt service fund" for public purpose bonds issued after November 10, 1988 is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.
- 11. The Series 2016 Bonds were issued in an aggregate principal amount of \$15,550,000 for the purpose of: (i) financing the cost of acquiring, constructing and equipping assessable improvements; (ii) paying certain costs associated with the issuance of the Series 2016 Bonds; (iii) making a deposit into the Series 2016 Reserve Account for the benefit of all of the Series 2016 Bonds; and (iv) paying a portion of the interest to become due on the Series 2016 Bonds.
- 12. The Bonds were also reviewed for compliance with IRS Yield Restriction rules as described in Treasury Regulations §1.148-2.

Live Oak Lake Community Development District March 21, 2024 \$15,550,000 Capital Improvement Revenue Bonds, Series 2016 For the period ended August 17, 2023

### **DEFINITIONS**

- 1. *Bond Year*: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.
- 2. *Bond Yield*: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.
- 3. *Allowable Earnings*: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.
- 4. *Computation Date Credit*: A credit allowed by the Regulations as a reduction to the Rebatable Arbitrage on certain prescribed dates.
- 5. *Rebatable Arbitrage*: The excess of actual earnings over Allowable Earnings and Computation Date Credits.
- 6. *Issue Price*: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, 10% is a substantial portion.

Live Oak Lake Community Development District March 21, 2024 \$15,550,000 Capital Improvement Revenue Bonds, Series 2016 For the period ended August 17, 2023

### **SOURCE INFORMATION**

<u>Bonds</u> <u>Source</u>

Closing Date Certificate as to Arbitrage

Bond Yield Form 8038G

<u>Investments</u> <u>Source</u>

Principal and Interest Receipt Amounts

Trust Statements

and Dates

Investment Dates and Purchase Prices

Trust Statements

Live Oak Lake Community Development District March 21, 2024 \$15,550,000 Capital Improvement Revenue Bonds, Series 2016 For the period ended August 17, 2023

### **DESCRIPTION OF SCHEDULE**

### SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

Schedule 1 sets forth the amount of interest receipts and gains/losses on sales of investments and the calculation of the Rebatable Arbitrage.

### \$15,550,000 LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016

### SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

8 /	18 /	2016	ISSUE DATE
8 /	18 /	2021	BEGINNING OF COMPUTATION PERIOD
8 /	17 /	2023	COMPUTATION DATE

		INVESTMENT	EARNINGS	OTHER	FUTURE VALUE	
		VALUE AT	ON	DEPOSITS	AT BOND YIELD	ALLOWABLE
DATE	FUND/ACCOUNT	COMPUTATION DATE	INVESTMENTS	(WITHDRAWALS)	4.6477%	EARNINGS
8 / 18 / 2021	BEGINNING BALANCE		0.00	252.84	277.14	24.30
12 / 1 / 2022	ACQUISITION/CONSTRUCTION FUND		0.64	0.00	0.00	0.00
1 / 3 / 2023	ACQUISITION/CONSTRUCTION FUND		0.79	0.00	0.00	0.00
2 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		0.84	0.00	0.00	0.00
3 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		0.81	0.00	0.00	0.00
4 / 3 / 2023	ACQUISITION/CONSTRUCTION FUND		0.92	0.00	0.00	0.00
5 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		0.93	0.00	0.00	0.00
6 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		1.02	0.00	0.00	0.00
7 / 3 / 2023	ACQUISITION/CONSTRUCTION FUND		1.00	0.00	0.00	0.00
8 / 1 / 2023	ACQUISITION/CONSTRUCTION FUND		1.05	0.00	0.00	0.00
		260.84	8.00	252.84	277.14	24.30
8 / 18 / 2021	BEGINNING BALANCE		0.00	956,287.50	1,048,191.28	91,903.78
9 / 1 / 2021	RESERVE FUND		4.11	0.00	0.00	0.00
9 / 2 / 2021	RESERVE FUND		0.00	(4.11)	(4.50)	(0.39)
10 / 1 / 2021	RESERVE FUND		3.98	0.00	0.00	0.00
10 / 4 / 2021	RESERVE FUND		0.00	(3.98)	(4.34)	(0.36)
11 / 1 / 2021	RESERVE FUND		4.12	0.00	0.00	0.00
11 / 2 / 2021	RESERVE FUND		0.00	(4.12)	(4.47)	(0.35)
12 / 1 / 2021	RESERVE FUND		3.98	0.00	0.00	0.00
12 / 2 / 2021	RESERVE FUND		0.00	(3.98)	(4.30)	(0.32)
1 / 3 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
1 / 4 / 2022	RESERVE FUND		0.00	(4.12)	(4.44)	(0.32)
2 / 1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
2 / 2 / 2022	RESERVE FUND		0.00	(4.12)	(4.42)	(0.30)
3 / 1 / 2022	RESERVE FUND		3.72	0.00	0.00	0.00
3 / 2 / 2022	RESERVE FUND		0.00	(3.72)	(3.98)	(0.26)
4 / 1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
4 / 4 / 2022	RESERVE FUND		0.00	(4.12)	(4.39)	(0.27)
5 / 2 / 2022	RESERVE FUND		3.98	0.00	0.00	0.00
5 / 3 / 2022	RESERVE FUND		0.00	(3.98)	(4.22)	(0.24)
6 / 1 / 2022	RESERVE FUND		4.11	0.00	0.00	0.00

### \$15,550,000 LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016

### SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

8 /	18 /	2016	ISSUE DATE
8 /	18 /	2021	BEGINNING OF COMPUTATION PERIOD
8 /	17 /	2023	COMPUTATION DATE

			INVESTMENT	EARNINGS	OTHER	FUTURE VALUE	
_			VALUE AT	ON	DEPOSITS	AT BOND YIELD	ALLOWABLE
	DATE	FUND/ACCOUNT	COMPUTATION DATE	INVESTMENTS	(WITHDRAWALS)	4.6477%	EARNINGS
6 /	2 / 2022	RESERVE FUND		0.00	(4.11)	(4.34)	(0.23)
7 /	1 / 2022	RESERVE FUND		3.98	0.00	0.00	0.00
7 /	5 / 2022	RESERVE FUND		0.00	(3.98)	(4.19)	(0.21)
8 /	1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
8 /	2 / 2022	RESERVE FUND		0.00	(4.12)	(4.32)	(0.20)
9 /	1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
9 /	2 / 2022	RESERVE FUND		0.00	(4.12)	(4.31)	(0.19)
10 /	3 / 2022	RESERVE FUND		3.98	0.00	0.00	0.00
10 /	4 / 2022	RESERVE FUND		0.00	(3.98)	(4.14)	(0.16)
11 /	1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
11 /	2 / 2022	RESERVE FUND		0.00	(4.12)	(4.27)	(0.15)
11 /	4 / 2022	RESERVE FUND		0.40	0.00	0.00	0.00
11 /	7 / 2022	RESERVE FUND		0.00	(0.40)	(0.41)	(0.01)
12 /	1 / 2022	RESERVE FUND		2,408.03	0.00	0.00	0.00
12 /	2 / 2022	RESERVE FUND		0.00	(2,408.03)	(2,487.69)	(79.66)
1 /	3 / 2023	RESERVE FUND		2,982.38	0.00	0.00	0.00
1 /	4 / 2023	RESERVE FUND		0.00	(2,982.38)	(3,068.48)	(86.10)
2 /	1 / 2023	RESERVE FUND		3,175.50	0.00	0.00	0.00
2 /	2 / 2023	RESERVE FUND		0.00	(3,175.50)	(3,255.52)	(80.02)
3 /	1 / 2023	RESERVE FUND		3,043.68	0.00	0.00	0.00
3 /	2 / 2023	RESERVE FUND		0.00	(3,043.68)	(3,108.45)	(64.77)
4 /	3 / 2023	RESERVE FUND		3,440.54	0.00	0.00	0.00
4 /	4 / 2023	RESERVE FUND		0.00	(3,440.54)	(3,499.44)	(58.90)
5 /	1 / 2023	RESERVE FUND		3,474.33	0.00	0.00	0.00
5 /	2 / 2023	RESERVE FUND		0.00	(3,474.33)	(3,521.20)	(46.87)
5 /	3 / 2023	RESERVE FUND		0.00	(1,262.50)	(1,279.37)	(16.87)
6 /	1 / 2023	RESERVE FUND		3,775.01	0.00	0.00	0.00
6 /	2 / 2023	RESERVE FUND		0.00	(3,775.01)	(3,811.32)	(36.31)
7 /	3 / 2023	RESERVE FUND		3,694.59	0.00	0.00	0.00
7 /	5 / 2023	RESERVE FUND		0.00	(3,694.59)	(3,714.45)	(19.86)
8 /	1 / 2023	RESERVE FUND		3,860.15	0.00	0.00	0.00

### \$15,550,000 LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016

### SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

8 /	18 /	2016	ISSUE DATE
8 /	18 /	2021	BEGINNING OF COMPUTATION PERIOD
8 /	17 /	2023	COMPUTATION DATE

		INVESTMENT	EARNINGS	OTHER	FUTURE VALUE	
		VALUE AT	ON	DEPOSITS	AT BOND YIELD	ALLOWABLE
DATE	FUND/ACCOUNT	COMPUTATION DATE	INVESTMENTS	(WITHDRAWALS)	4.6477%	EARNINGS
8 / 2 / 2023	RESERVE FUND		0.00	(3,860.15)	(3,867.55)	(7.40)
8 / 17 / 2023	INTEREST ACCRUAL		2,204.71	0.00	0.00	0.00
		957,229.71	32,120.00	925,109.71	1,016,512.77	91,403.06
		957,490.55	32,128.00	925,362.55	1,016,789.91	91,427.36
	ACTUAL EARNINGS		32,128.00			
	ALLOWABLE EARNINGS		91,427.36			
	REBATABLE ARBITRAGE		(59,299.36)			
	FUTURE VALUE OF 8/17/2021 CUMULATI	IVE REBATABLE ARBITRAGE	(641,306.17)			
	FUTURE VALUE OF 8/17/2022 COMPUTA	TION DATE CREDIT	(1,916.04)			
	COMPUTATION DATE CREDIT		(1,960.00)			
			, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
	CUMULATIVE REBATABLE ARBITRAGE		(704,481.57)			

# SECTION V



LLS Tax Solutions Inc. 2172 W. Nine Mile Rd. #352

Pensacola, FL 32534 Telephone: 850-754-0311

Email: liscott@llstax.com

March 21, 2024

Live Oak Lake Community Development District c/o Governmental Management Services-CF LLC 219 E. Livingston Street Orlando, Florida 32801

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Live Oak Lake Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

• \$15,550,000 Live Oak Lake Community Development District Capital Improvement Revenue Bonds, Series 2016

### **SCOPE OF SERVICES**

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

### TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated "tax shelter" rules that require taxpayers to disclose their participation in "reportable transactions" by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all "reportable transactions" and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client's participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state "tax shelter" reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client's failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

### PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the annual bond year ending August 17, 2024, is \$500, which includes reasonable out-of-pocket expenses. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

### ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,	AGREED AND ACCEPTED:
LLS Tax Solutions Inc.	Live Oak Lake Community Development District
	By:
By: Linda L. Scott	Print Name
Linda L. Scott, CPA	Title
	Date:

### LLS Tax Solutions Inc.

2172 W Nine Mile Rd., #352 Pensacola, FL 32534 850-754-0311 liscott@llstax.com



### INVOICE

**BILL TO** 

Live Oak Lake Community Development

**District** 

c/o Governmental

Management Services -

CF, LLC

219 East Livingston Street

Orlando, FL 32801

DATE 03/21/2024
DUE DATE 04/20/2024
TERMS Net 30

DESCRIPTION AMOUNT

Total Billing for Arbitrage Services in connection with the \$15,550,000 Live Oak Lake Community Development District Capital Improvement Revenue Bonds, Series 2016 – Rebatable Arbitrage Calculation for the period ended August 17, 2023.

500.00

**BALANCE DUE** 

\$500.00

# SECTION VI

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023

## LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA

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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

To the Board of Supervisors Live Oak Lake Community Development District Osceola County, Florida

### **Report on the Audit of the Financial Statements**

### **Opinions**

We have audited the accompanying financial statements of the governmental activities and each major fund of Live Oak Lake Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

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, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to
  fraud or error, and design and perform audit procedures responsive to those risks. Such procedures
  include examining, on a test basis, evidence regarding the amounts and disclosures in the financial
  statements.
- Obtain an understanding of internal control relevant to the audit 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 District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that
  raise substantial doubt about the District's ability to continue as a going concern for a reasonable
  period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

### 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 is the responsibility of management and, 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 Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 2, 2024, 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 solely 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.

April 2, 2024

#### MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Live Oak Lake Community Development District, Osceola County, Florida ("District") financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2023. 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 at the close of the most recent fiscal year resulting in a net position deficit balance of (\$3,593,418).
- The change in the District's total net position in comparison with the prior fiscal year was \$589,164, 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, 2023, the District's governmental funds reported combined ending fund balances of \$3,150,274, a decrease of (\$528,260) in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, assigned for impact fee and subsequent year's expenditures, non-spendable for prepaids and deposits, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

### **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, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being 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, Developer contributions and impact fees. The District does not have any business-type activities. The governmental activities of the District include general government (management), physical environment 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, 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 outflow 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 balances 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 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.

	2023	2022
Assets, excluding capital assets	\$ 3,223,292 \$	3,695,059
Capital assets, net of depreciation	23,241,754	22,754,657
Total assets	26,465,046	26,449,716
Current liabilities	624,203	577,739
Long-term liabilities	29,434,261	30,054,559
Total liabilities	30,058,464	30,632,298
Net Position		
Net investment in capital assets	(6, 192, 156)	(7,299,560)
Restricted	2,253,529	2,138,771
Unrestricted	345,209	978,207
Total net position	\$ (3,593,418) \$	(4,182,582)

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.

### **GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)**

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

The District's net position increased during the most recent fiscal year.

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,

	2023		2022
Revenues:			
Program revenues			
Charges for services	\$ 2,440	0,130 \$	2,674,740
Operating grants and contributions	106	5,190	6,588
Capital grants and contributions	179	9,012	1,140,486
General revenues			
Investment earnings		50	26
Total revenues	2,725	5,382	3,821,840
Expenses:			
General government	117	7,725	126,362
Physical environment	677	7,357	458,294
Interest	1,34	1,136	1,364,685
Total expenses	2,136	3,218	1,949,341
Change in net position	589	9,164	1,872,499
Net position - beginning	(4,182	2,582)	(6,055,081)
Net position - ending	\$ (3,593	3,418) \$	(4,182,582)

As noted above and in the statement of activities, the cost of all governmental activities for the fiscal year ended September 30, 2023 was \$2,136,218. The costs of the District's activities were primarily funded by program revenues. Program revenues are comprised primarily of assessments. The remainder of the current fiscal year revenue includes reimbursed impact fees and interest revenue. The majority of the decrease in program revenues is due to a decrease in the amount of impact fees reimbursed in the current fiscal year. The increase in current fiscal year expenses is primarily the result of an increase in maintenance costs.

### **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.

### CAPITAL ASSETS AND DEBT ADMINISTRATION

#### Capital Assets

At September 30, 2023, the District had \$24,254,177 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$1,012,423 has been taken, which resulted in a net book value of \$23,241,754 More detailed information about the District's capital assets is presented in the notes of the financial statements.

### Capital Debt

At September 30, 2023, the District had \$29,434,261 in Bonds outstanding for its governmental activities. 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 anticipates the continuation of the infrastructure improvement project for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will continue to increase.

### CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, 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 Live Oak Lake Community Development District's Finance Department at 219 E. Livingston St. Orlando, Florida 32801.

## LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA STATEMENT OF NET POSITION SEPTEMBER 30, 2023

		ernmental ctivities
ASSETS		
Cash	\$	425,460
Assessments receivable		10,532
Interest receivable		10,803
Deposits		480
Restricted assets:		
Investments		2,776,017
Capital assets:		
Nondepreciable	1	8,802,113
Depreciable, net		4,439,641
Total assets	2	26,465,046
LIABILITIES		
Accounts payable and accrued expenses		73,018
Accrued interest payable		551,185
Non-current liabilities:		
Due within one year		630,000
Due in more than one year	2	28,804,261
Total liabilities	3	0,058,464
NET POSITION		
Net investment in capital assets	(	(6, 192, 156)
Restricted for debt service		2,253,529
Unrestricted		345,209
Total net position	\$ (	(3,593,418)

## LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

		P	rogram Revenu	es	Net (Expense) Revenue and Changes in Net Position			
			Operating	Capital				
		Charges for	Grants and	Grants and	Governmental			
Functions/Programs	Expenses	Services	Contributions	Contributions	Activities			
Primary government: Governmental activities:								
General government	\$ 117,725	5 \$ 117,725	\$ -	\$ -	\$ -			
Physical environment	677,357	352,406	-	179,012	(145,939)			
Interest on long-term debt	1,341,136	1,969,999	106,190	-	735,053			
Total governmental activities	2,136,218	3 2,440,130	106,190	179,012	589,114			
	General revenues:							
	Investment earnings 50							
	Total general revenues 50							
	Change in net position 589,164							
		Net position -	beginning		(4,182,582)			
		Net position -	ending		\$ (3,593,418)			

# LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA BALANCE SHEET GOVERNMENTAL FUNDS SEPTEMBER 30, 2023

		M	lajor Funds			<u>-</u> -	Total
					Capital	Go	vernmental
	 General	D	ebt Service	F	Projects		Funds
ASSETS							
Cash	\$ 425,460	\$	-	\$	-	\$	425,460
Investments	-		2,775,666		351		2,776,017
Assessments receivable	2,476		8,056		-		10,532
Interest receivable	-		10,803		-		10,803
Due from other funds	-		10,189		-		10,189
Deposits	480		_		-		480
Total assets	\$ 428,416	\$	2,804,714	\$	351	\$	3,233,481
LIABILITIES AND FUND BALANCES Liabilities: Accounts payable and accrued expenses	\$ 73,018	\$	-	\$	-	\$	73,018
Due to other funds	 10,189		-		-		10,189
Total liabilities	 83,207		-		-		83,207
Fund balances: Nonspendable: Prepaid items and deposits	480		-		-		480
Restricted for:			0.004.744				0.004.744
Debt service	-		2,804,714		-		2,804,714
Capital projects Assigned to:	-		-		351		351
Subsequent year's expenditures	52,245		-		-		52,245
Impact fee	179,000		-		-		179,000
Unassigned	 113,484		-		-		113,484
Total fund balances	 345,209		2,804,714		351		3,150,274
Total liabilities and fund balances	\$ 428,416	\$	2,804,714	\$	351	\$	3,233,481

# LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION SEPTEMBER 30, 2023

Total fund balances - governmental funds

\$ 3,150,274

23,241,754

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, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets 24,254,177 Accumulated depreciation (1,012,423)

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 (551,185)

Bonds payable (29,434,261) (29,985,446)

Net position of governmental activities \$ (3,593,418)

# LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

		N	lajor Funds		Total
				Capital	Governmental
	General	D	ebt Service	Projects	Funds
REVENUES					
Assessments	\$ 470,131	\$	1,969,999	\$ -	\$ 2,440,130
Impact fees	179,000		-	-	179,000
Interest income	 50		106,190	12	106,252
Total revenues	 649,181		2,076,189	12	2,725,382
EXPENDITURES					
Current:					
General government	117,725		-	-	117,725
Physical environment	520,862		-	-	520,862
Debt Service:					
Principal	-		625,000	-	625,000
Interest	-		1,346,463	-	1,346,463
Capital outlay	 643,592				643,592
Total expenditures	1,282,179		1,971,463	-	3,253,642
Excess (deficiency) of revenues					
over (under) expenditures	(632,998)		104,726	12	(528,260)
OTHER FINANCING SOURCES (USES)					
Transfer in (out)	-		3	(3)	_
Total other financing sources (uses)	-		3	(3)	
Net change in fund balances	(632,998)		104,729	9	(528,260)
Fund balances - beginning	978,207		2,699,985	342	3,678,534
Fund balances - ending	\$ 345,209	\$	2,804,714	\$ 351	\$ 3,150,274

### LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, 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, 2023

Net change in fund balances - total governmental funds	\$ (528,260)
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 capitalized in the statement of net position.	643,592
Depreciation on capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(156,495)
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	625,000
Amortization of Bond discounts is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(4,702)
The change in accrued interest on long-term liabilities between the current and prior fiscal year recorded in the statement of activities but not in the governmental fund financial statements.	10,029
Change in net position of governmental activities	\$ 589,164

### LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA NOTES TO FINANCIAL STATEMENTS

### **NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

The Live Oak Lake Community Development District ("District") was established on October 13, 2015, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by Osceola County Ordinance 2015-63, as amended by Ordinance 2016-20. 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 on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre with fractions thereof rounded upward to the nearest whole number. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2023, two of the Board members are affiliated with Narcoossee Land Ventures, LLC ("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 benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statues. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only 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 and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

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.

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.

### Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

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 acquisition 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.

Infrastructure of the District is depreciated using the straight-line method over the following estimated useful life:

Assets Years
Infrastructure 10-40

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

### NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity (Continued)

### **Unearned Revenue**

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

### 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.

### <u>Deferred Outflows/Inflows of Resources</u>

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:

<u>Committed fund balance</u> – 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.

<u>Assigned fund balance</u> – Includes spendable fund balance amounts established by the Board of Supervisors 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.

### NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity (Continued)

### Fund Equity/Net Position (Continued)

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.

### **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 hearing(s) 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, unless otherwise delegated 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.

### NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

### **Investments**

The District's investments were held as follows at September 30, 2023:

	Amortized Cost		Credit Risk	Maturities
First American Treasury Obligation Fund Class Y	\$	1,390,238	S&P AAAm	Weighted average of the fund portfolio: 15 days
First American Government Obligation Fund Class Y		1,385,779	S&P AAAm	Weighted average of the fund portfolio: 24 days
Total Investments	\$	2,776,017		

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.

*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 type 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. Accordingly, the District's investments have been reported at amortized cost above.

### NOTE 5 – INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Interfund receivables and payables at September 30, 2023 were as follows:

Fund	Re	Receivable Payable					
General	\$	-	\$	10,189			
Debt Service		10,189					
Total	\$	10,189	\$	10,189			

The outstanding balances between funds result primarily from the time lag between the dates that transactions are recorded in the accounting system and payments between funds are made. In the case of the District, the balances between the general fund and the debt service fund relate to assessments collected in the general fund that have not yet been transferred to the debt service fund.

### **NOTE 6 - CAPITAL ASSETS**

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

	Beginning Balance	Δ	additions	Re	ductions	Ending Balance
Governmental activities						
Capital assets, not being depreciated						
Construction in progress	\$ 18,158,521	\$	643,592	\$	-	\$ 18,802,113
Total capital assets, not being depreciated	18,158,521		643,592		-	18,802,113
Capital assets, being depreciated						
Infrastructure	5,452,064		-		-	5,452,064
Total capital assets, being depreciated	 5,452,064		-		-	5,452,064
Less accumulated depreciation for:						
Infrastructure	855,928		156,495		-	1,012,423
Total accumulated depreciation	855,928		156,495		-	1,012,423
Total capital assets, being depreciated, net	 4,596,136		(156,495)		-	4,439,641
Governmental activities capital assets, net	\$ 22,754,657	\$	487,097	\$	-	\$ 23,241,754

The District's Capital Improvement Project (the "CIP") is estimated to cost approximately \$46 million and includes on-site and off-site public roadways, storm water management systems, electrical service systems, utility systems, conservations mitigation, landscaping, irrigation, hardscape, professional fees and contingency. The Capital improvements described are expected to be made in multiple phases over time. Initial infrastructure project of the CIP includes the public infrastructure components of Phases 1 & 2 of the Development in the approximate amount of \$13 million (the "Series 2016 Project"). Proceeds of the Series 2016 Bonds are being utilized to acquire, construct, install and/or equip the Series 2016 Project.

The District issued Series 2020 Bonds in order to provide additional funding for the project. The remainder of the CIP not funded with proceeds of the Series 2016 and 2020 Bonds or other financing sources will be funded by the Developer.

Depreciation was charged to physical environment.

### **NOTE 7 - LONG TERM LIABILITIES**

### Series 2016

In August 18 2016, the District issued \$15,550,000 of Capital Improvement Revenue Bonds. The Series 2016 consists of \$7,330,000 which is due on May 1, 2036 with fixed interest rate of 4.500% and \$8,220,000 due on May 1, 2047 with fixed interest rate of 4.625%. The Bonds were issued to provide funds for the costs of acquiring, constructing and equipping assessable improvements of the CIP. Interest is to be paid semiannually on each May 1 and November 1, commencing November 1, 2016. Principal on the Bonds is to be paid serially commencing May 1, 2018 through May 1, 2047.

The Series 2016 Bonds may be called for redemption prior to maturity as a whole or in part on or after May 1, 2026. The Bonds are also subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occur as outlined in the Bond Indenture. This occurred during the current fiscal year as the District collected assessments from lot closings and prepaid \$20,000 of the Series 2016 Bonds. See Note 12 - Subsequent Events for additional call amounts subsequent to the fiscal year end.

### **NOTE 7 – LONG TERM LIABILITIES (Continued)**

### Series 2016 (Continued)

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 certify for collection previously levied 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, 2023.

### Series 2020

In October 22, 2020, the District issued \$16,275,000 of Capital Improvement Revenue Bonds. The Series 2020 consisting of Term Bonds due ranging from May 1, 2025 to May 1, 2051 and fixed interest rates ranging from 3.125% to 4.6%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2021. Principal on the Bonds is to be paid serially commencing May 1, 2022 through May 1, 2051.

The Series 2020 Bonds may be called for redemption prior to maturity as a whole or in part on or after May 1, 2030. The Bonds are also subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occur 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 certify for collection previously levied 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, 2023.

### **Long-term Debt Activity**

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

	Beginning					Ending	D	ue Within
	Balance	P	Additions	Re	eductions	Balance	C	ne Year
Governmental activities								
Series 2016	\$ 14,180,000	\$	-	\$	330,000	\$ 13,850,000	\$	325,000
Less Bond discount	97,344		-		4,056	93,288		-
Series 2020	15,990,000		-		295,000	15,695,000		305,000
Less Bond discount	18,097		-		646	17,451		
Total	\$ 30,054,559	\$	-	\$	620,298	\$ 29,434,261	\$	630,000

At September 30, 2023, the scheduled debt service requirements on the long-term debt were as follows:

Year ending	Governmental Activities									
September 30:		Principal		Interest		Total				
2024	\$	630,000	\$	1,322,844	\$	1,952,844				
2025		650,000		1,298,688		1,948,688				
2026		680,000		1,273,700		1,953,700				
2027		710,000		1,245,376	1,955,376					
2028		740,000		1,215,770		1,955,770				
2029-2033		4,205,000		5,582,394		9,787,394				
2034-2038		5,250,000		4,563,608		9,813,608				
2039-2043		6,595,000		3,261,606		9,856,606				
2044-2048		7,320,000	,320,000 1,593,8		1,593,826		000 1,593,826			8,913,826
2049-2051		2,765,000		258,290		3,023,290				
Total	\$	29,545,000	\$	21,616,102	\$	51,161,102				

### **NOTE 8 – DEVELOPER TRANSACTIONS AND CONCENTRATION**

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer

The District's activity is dependent upon the continued involvement of the Developer, the loss of which would have a material adverse effect on the District's operations.

### **NOTE 9 - IMPACT FEE CREDITS**

The District, the Developer and the City of St. Cloud ("City") entered into line extension agreements relating to the upsizing of potable water and reuse water. As part of the project, mains need to be installed to extend utility service to the Improvement Areas. The City will need to upsize the mains to comply with the City's Utility Master Plan. The agreements provide for impact fee credits to be paid to the District to be used for certain improvements required by the District.

During the current fiscal year, the District received \$179,000 from a home builder for the sale of water and sewer credits. The amounts collected for impact fees are being used to acquire capital project improvements from the Developer. During the current fiscal year, the District reimbursed the Developer \$643,592. Subsequent to year end, the District reimbursed the Developer \$39,440.

### **NOTE 10 - 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 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**

### **Bond Payments**

Subsequent to fiscal year end, the District prepaid a total of \$20,000 of the Series 2016 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

# LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	 udgeted Amounts inal & Final	Actual Amounts	Fir	ariance with nal Budget - Positive Negative)
REVENUES				_
Assessments	\$ 466,720	\$ 470,131	\$	3,411
Impact fees	-	179,000		179,000
Interest	-	50		50
Developer contributions	84,552	_		(84,552)
Total revenues	551,272	649,181		97,909
EXPENDITURES				
Current:				
General government	130,902	117,725		13,177
Physical environment	565,737	520,862		44,875
Capital outlay	 -	643,592		(643,592)
Total expenditures	 696,639	1,282,179		(585,540)
Excess (deficiency) of revenues				
over (under) expenditures	\$ (145,367)	(632,998)	\$_	(487,631)
Other Financing Sources (Uses)				
Carryforward Surplus	 145,367	-		(145,367)
Total other financing sources (uses)	 145,367	-		(145,367)
Net change in fund balance	\$ -	(632,998)	\$	(632,998)
Fund balance - beginning		978,207		
Fund balance - ending	;	\$ 345,209		

### LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, 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.

# LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA OTHER INFORMATION – DATA ELEMENTS REQUIRED BY FL STATUTE 218.39(3)(C) FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023 UNAUDITED

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	3
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	10
Employee compensation	\$2,200
Independent contractor compensation	\$574,563
Construction projects to begin on or after October 1; (\$65K)	\$0
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$237.67 - \$475.33 Debt service - \$975.00 - \$1,325.00
Special assessments collected	\$2,393,032
Outstanding Bonds:	See Note 7 for details
Series 2016, due May 1, 2047	13,850,000
Series 2020, due May 1, 2051	15,695,000



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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 Live Oak Lake Community Development District Osceola County, 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 Live Oak Lake Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated April 2, 2024.

### **Report on 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 or significant deficiencies may exist that were not identified.

### **Report on 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.

April 2, 2024



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 Live Oak Lake Community Development District Osceola County, Florida

We have examined Live Oak Lake Community Development District, Osceola County, 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 most recent fiscal year. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the 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.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

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 Live Oak Lake Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

April 2, 2024



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

To the Board of Supervisors Live Oak Lake Community Development District Osceola County, Florida

### **Report on the Financial Statements**

We have audited the accompanying basic financial statements of Live Oak Lake Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated April 2, 2024.

### **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 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 April 2, 2024, 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 of 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 Live Oak Lake Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Live Oak Lake Community Development District, Osceola County, 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.

April 2, 2024

### 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, 2022.

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, 2023.

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, 2023.

- 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, 2023. 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.
- 7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.

## **SECTION VII**



April 8<sup>th</sup>, 2024

Elizebeth L. Fite Elizabeth.fite@kutakrock.com

Dear Ms. Fite,

I am writing in response to your letter of 4/1/24 concerning the areas of declined sod.

While you disagree with my characterization that irrigation is the primary cause for a lot of the decline the site has experienced, I would disagree that the responsibility almost solely lies with Juniper. I couldn't agree more that there is at least a shared responsibility.

I appreciate your willingness to compromise and I believe I expressed the same willingness on behalf of Juniper in my previous correspondence. To that end a 50/50 split is probably the fairest resolution at this point and it would be easiest to bill the District their portion once the installation is complete.

I will coordinate with Jarett Wright on the replacement schedule and provide him with maps and ongoing monitoring of the new turf. Warranty of the new turf would be provided as long as we are maintaining the site.

Thank you and let me know if you need anything further.

Sincerely,

Dennis W. Smith

cc: Andrea Stevens, Chair of the District (astevens@emerson-us.com)

Tricia Adams (<u>TAdams@gmscfl.com</u>)
Jarret Wright (<u>JWright@gmscfl.com</u>)

Clayton Smith (CSmith@gmscfl.com)

Sarah Sandy, Esq. (Sarah.Sandy@KutakRock.com)

Jake Rubin, COO Juniper landscaping (jake.rubin@juniperlandscaping.com)



### **Proposal**

Proposal No.: 246351
Proposed Date: 11/20/23

PROPERTY:	FOR:
Live Oak Lake CDD - Maintenance	Sod replacement and Planter Pot material
Jarett Wright	replacements.
Nolte Rd	
St. Cloud , FL	

Proposal is for removing declining plant material in (16) Planter Pots and replacing with one 7 gallon plant of choice, along with (4) 1 gallon plants of choice. Proposal also includes removal and replacement of damaged turf on Nolte Rd, from Hickory Tree Rd to second round-a-bout, and from second round-a-bout to limits of irrigated turf on Vest Rd.

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Plant Material					\$103,424.76
Maintenance Division Labor	12.00	HR	\$55.00	\$660.00	
Misc Landscape Material	16.00	EA	\$37.50	\$600.00	
Misc Landscape Material	64.00	EA	\$8.29	\$530.56	
Planting soil 2 cu. ft. Bag	16.00	BG	\$3.45	\$55.20	
Floratam Saint Augustine, 01 SF MATERIAL ONLY	64700.00	01SF	\$1.57	\$101,579.00	
Irrigation Inspection/Repairs/Upgrades					\$2,255.00
Maintenance Division Labor	36.00	HR	\$55.00	\$1,980.00	
Misc Irrigation Parts	1.00	EA	\$275.00	\$275.00	

Total: \$105,679.76

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty in not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement.

Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)	Date
Printed Name (Owner/Property Manager)	
Signature - Representative	Date
Signature - Representative	Date

Juniper Landscaping of Florida LLC • 285 E. Oak Ridge Rd • Orlando, FL 32809 Phone: 407-813-1971

## **SECTION VIII**

## SECTION C

### LIVE OAK LAKE CDD

### LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

### General Services- Component "A"

### **Turf Maintenance**

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

### Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"-3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

### **Edging**

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

### **String Trimming**

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles,and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be moved or string trimmed to the natural water's edge during every other moving cycle at minimum.

### **Blowing**

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

### **Damage Prevention/Repair**

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

### **Detailing**

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

### **Pruning**

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

### **Weed Control**

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

### **Trash Removal**

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

### **Policing**

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

### Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

### Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

### Component "B" - Turf Care Program

### ST. AUGUSTINE

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

January: Winter fertilization, broadleaf weed control and disease control

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

May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control

October: Heavy fall granular fertilization and broadleaf weed/disease control

### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

### BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

June: Chelated Iron application and Mole Cricket control.

October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

### Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February:

Pre-emergent herbicide/spot treatment for weeds and fungal activity.

March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.

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

May: Fertilization

June: Insect/weed/disease control as necessary. July: Insect/weed/disease control as

necessary.

August: spot treat weeds as necessary, inspect/treat fungal activity.

September: Liquid Fertilization with emergent weed control, insect/disease control as

necessary. October: Fertilization - Weed/insect/disease control as necessary.

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

fungal activity.

December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

### **Application Requirements: Fertilization**

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

### **Insect/Disease Control**

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

### **Weed Control**

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

### **Warranty**

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

### Component "C" - Tree/Shrub Care Program

Application Schedule - Trees and Shrubs

Monthly Application Schedule -

March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed. July/August: Minor nutrient blend with insect/disease control.

October: Disease control as needed December. Insect/disease control/fertilization as needed.

### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

### **Insect/Disease Control**

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

### **Specialty Palms**

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

### **Warranty**

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

## Component "D" - Irrigation Maintenance

### **Frequency of Service**

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

### **Specifications**

Activate each zone of the system.

Visually check for any damaged heads or heads needing repair.

Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.

Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.

Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.

Leave areas in which repairs or adjustments are made free of debris.

Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors. Contractor will provide a written report of the findings by zone. Qualifying Statements Repairs

Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.

Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management's discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

### **Service Calls**

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

## Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

### E. 1 - Bedding Plants - Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

#### Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be  $4 \frac{1}{2}$ " individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

### Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

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

### **Maintenance**

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed - free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

#### Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

### E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

### **Schedule**

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

#### Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

### E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

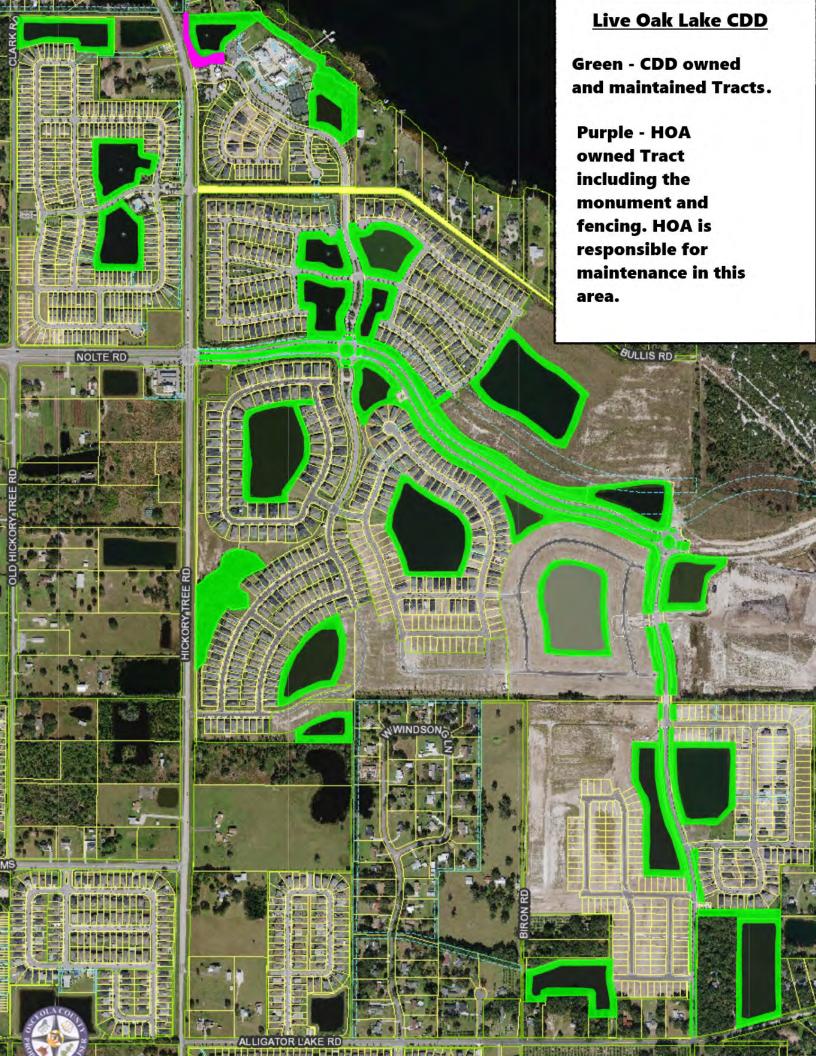
All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

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

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

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

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



			Live	Oak Lake	CDD Lan	dscape F	ee Summ	nary					
Contractor:										Property:	Live Oak Lai	ce CDD	
Address:										Address:	219 E. Living	ston St.	
				1: 1							Orlando, Florida, 32801		
Phone:										Phone:	407-750-3599	9	
Fax: Contact: Email:										Contact: Email:	JWright@gm	scfl.com	
5000	- 77.5							200					
OCHERAL OCENHOLO	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing													\$6
TURF CARE (Schedule B) Bahia/St Augustine Fert									1 1 9			1111	\$0
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert		9 9 9		7 0	7 7 11			11					\$0
BED DRESSING - Estimate mulch yds (Schedule E - B.)		100	43	0 0	Mulch Yds						Mulch Yas		\$0
PALM TRIMMING (Schedule E - C.) Per Palm Price:			14-5										\$0
ANNUAL CHANGES - None at this time (Schedule E - A. )		-01		- 9	1 1							1101	50
RRIGATION MAINT. (Schedule D)													\$0
TOTAL FEE PER MONTH:	\$0	50	50	80	50	80	100	\$0	50	30	\$0	50	50
Flat Fee Schodule	\$0	\$0	\$0	30	80	\$0	50	\$0	50	30	-50	\$0	\$0
Essential Services Mowing/Detailing/Irrigation/Fert and Pe	30												
Extra Services Annual Changes, Palm Pruning, Mulch	30												
TOTAL	\$0.0	Ó.											

	Live	Oak Lake CDD L	andscape RFP 2024			
Firm Name	1- Personnel & Equipment (20 points possible)	2- Expirience (20 points possible)	3- Understanding of Scope of Work (15 points possible)	4- Financial Capacity (5 points possible)	5- Price (25 points possible)	6- Reasonableness of Numbers (15 points possible)
Blade Runners						
Helping Hand Lawn Care						
Juniper						
Prince & Sons						
Rotolo Consultants, Inc - RCI						
United Land Services						
Yellowstone Landscape						

### III. EVALUATION CRITERIA

# LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

### **EVALUATION CRITERIA**

1.	Personnel & Equipment	(20 Points Possible) (_	Points Awarded)
who w capabil equipm project	This category addresses the following signed personnel, including the projectill manage the property; present ability of performing the work; geographent; etc. Skill set includes certificates. Please include resumes, certificates proposer's ability to meet deadlines at	ct manager and other specifity to manage this projection; subcontraction, technical training, sons, etc., with proposal.	ecifically trained individuals ect; proposed staffing levels; ector listing; inventory of all and experience with similar Please also provide evidence
2.	<b>Experience</b>	(20 Points Possible) (_	Points Awarded)
project etc.	This category addresses past & curres; volume of work previously awarde		
3.	<b>Understanding Scope of RFP</b>	(15 Points Possible) (	Points Awarded)
as requ clearly Does t	This category addresses the follocation tanding of the District's needs for the dested by the District including price the ability to perform these services? The proposal as a whole appear to be corruse the forms provided from the least	services requested? Doing, scheduling, staffing, Were any suggestions for feasible, in light of the	pes it provide all information , etc.? Does it demonstrate for "best practices" included? e scope of work? Did the
4.	Financial Capacity	(5 Points Possible) (_	Points Awarded)
should	This category addresses whether the ces and stability as a business entity ne include proof of ability to provide inside financial statements, or similar information.	cessary to implement and surance coverage as requi	d execute the work. Proposer
5.	<u>Price</u>	(25 Points Possible) (	Points Awarded)
	A full twenty-five (25) points will buts 1 – 4 (the Contract Amount). AN ADNSIDERED WHEN AWARDING P	AVERAGE OF ALL FIV	YE YEARS PRICING IS TO

THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount

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

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25).  $(210,000/265,000) \times 25 = 19.81$ , therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25).  $(210,000/425,000) \times 25 = 12.35$ , therefore, Contractor "C" will receive 12.35 of 25 points.

### 6. Reasonableness of ALL Numbers (15 Points Possible) (\_\_\_\_\_ Points Awarded)

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

<u>Proposer's Total Score</u> (100 Points Possible) (\_\_\_\_\_ Points Awarded)

### **Additional Information Regarding Evaluation**

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

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

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

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on April 3, 2024, at 2:30 p.m., but the District reserves the right to reschedule any such meeting.

# SECTION 1

SECTION a.



COMMERCIAL LANDSCAPING ORLANDO, LLC.

# PROJECT MANUAL

## **FOR**

# LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT Osceola County, Florida

Date of Issue: February 23rd, 2024 at 9:00 p.m. Due Date: March 25<sup>th</sup>, 2024 at 11:00 a.m.

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### I. PUBLIC NOTICE

# LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

Osceola County, Florida

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

Firms desiring to provide services for this project must submit a written proposal **AND** a PDF file on a flash-drive no later than March 25<sup>th</sup>, 2024 at 11:00 a.m. (EST) to Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the day of the pre-proposal meeting. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager.

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

to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Clayton Smith at <a href="mailto:csmith@gmscfl.com">csmith@gmscfl.com</a> and Jarett Wright at <a href="mailto:jwright@gmscfl.com">jwright@gmscfl.com</a>.

All proposals will be publicly opened at a meeting of the District to be held at 11:00 a.m. (EST), March 25<sup>th</sup>, 2024, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 219 East Livingston Street, Orlando, Florida 32801 or by phone at 407-841-5524.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at 407-841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Live Oak Lake Community Development District Tricia Adams, District Manager

#### II. INSTRUCTIONS TO PROPOSERS

### LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

# Landscape & Irrigation Maintenance Services Osceola County, Florida

### Instructions to Proposers

- 1. **DUE DATE.** Sealed proposals ("**Proposals**") must be received from interested parties ("**Proposer(s)**") no later than **March**, 25<sup>th</sup>, 2024, at 11:00 a.m. (EST), at Governmental Management Services Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith & Jarett Wright.
- 2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE/TIME	EVENT	
February 23 <sup>rd</sup> , 2024	RFP Notice is issued.	
February 23 <sup>rd</sup> , 2024 at 9:00 a.m.	RFP package available for pick-up or download ("Proposal Pick-Up Time")	
February 23 <sup>rd</sup> , 2024 to March 25 <sup>th</sup> , 2024	Site inspections available.	
February 29th, 2024 at 10:00 a.m.	Mandatory pre-proposal meeting.	
March 13th, 2024 at 5:00 p.m.	Deadline for questions.	
March 25th ], 2024 at 11:00 a.m.	Proposals submittal deadline.	
March 25th, 2024 at 11:00 a.m.	Public meeting to open bids.	
April 3rd , 2024 at 2:30 p.m.	Board Meeting to evaluation proposals received.	

- 3. MANDATORY PRE-PROPOSAL MEETING. There will be a mandatory pre-proposal meeting beginning at 10:00 a.m. on February 29<sup>th</sup>, 2024, and located at 1408 Hamlin St, Unit E, St. Cloud, FL, 34771. Proposers who do not attend the pre-proposal meeting may be disqualified, in the District's sole discretion.
- 4. SIGNATURE ON PROPOSAL; CORRECTIONS. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

### 5. [RESERVED]

- FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.
- 7. **FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.
- 8. PROJECT MANUAL. The "Project Manual" and any addenda thereto, will be available from the District's Manager by sending an email to jwright@gmscfl.com beginning February 23<sup>rd</sup>, 2024 at 9:00 a.m. Proposers shall obtain a Project Manual prior to the mandatory pre-proposal meeting.
- 9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District.
- 10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, if the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.
- 11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Clayton Smith at <a href="mailto:csmith@gmscfl.com">csmith@gmscfl.com</a> and Jarett Wright at jwright@gmscfl.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to questions

or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Questions received after March 13<sup>th</sup>, 2024, at 5:00 p.m. will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

- 12. Submission of Proposal. Submit one (1) hard copy and one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Live Oak Lake Community Development District Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All proposals will be publicly opened March, 25th, 2024, at 11:00 a.m. (EST), at the offices of Governmental Management Services Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.
- 13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.
- 14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.
- 15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:
  - A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
  - B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.

- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- E. A list of the total annual dollar value of work completed for the last three (3) years.
- F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- G. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.
- H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- 1. Completed proposal pricing sheet. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided.
- J. A current Certificate of Insurance and proof of financial capability, as specified herein.
- 16. Insurance. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.
- 17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant

information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

- 18. Basis of Award/Right to Reject. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.
- CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice 19. of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("Contractor") is expected to commence work on or about October 1, 2024, or on such other date as may be specified by the district in a written Notice to Proceed. The contract shall be for a specified term and, upon expiration or termination, Contractor, if requested by the District, agrees to perform the services on a month-tomonth basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total proposal.

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

- 20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the Mandatory Pre-Proposal Meeting. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.
- 21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims,

damages, costs and losses arising, in whole or in part, from its negligence or breach of contract, as more fully set forth in the contract form, provided herein.

- 22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.
- EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria 23. presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.
- 24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.
- 25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.
- 26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.
- 27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender

shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

- 28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.
- PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com.
- Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

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

proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

### III. EVALUATION CRITERIA

### LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

### **EVALUATION CRITERIA**

1.	Personnel & Equipment	(20 Points Possible) ( Points Awarded)
who capa equi proje	assigned personnel, including the will manage the property; preso ibility of performing the work; pment; etc. Skill set includes c ects. Please include resumes, cert	ellowing criteria: skill set and experience of key management be project manager and other specifically trained individuals and ability to manage this project; proposed staffing levels; geographic location; subcontractor listing; inventory of all ertification, technical training, and experience with similar diffications, etc., with proposal. Please also provide evidence thines and be responsive to client needs.
2.	Experience	(20 Points Possible) ( Points Awarded)
proje		& current record and experience of the Proposer in similar awarded to the firm; past performance in any other contracts;
3.	Understanding Scope of RF	P (15 Points Possible) ( Points Awarded)
as re clear Does	erstanding of the District's needs equested by the District includingly the ability to perform these sets the proposal as a whole appear	e following issues: Does the proposal demonstrate an for the services requested? Does it provide all information ag pricing, scheduling, staffing, etc.? Does it demonstrate rvices? Were any suggestions for "best practices" included? ar to be feasible, in light of the scope of work? Did the m the Project-Manual in responding to the proposal?
4.	Financial Capacity	(5 Points Possible) ( Points Awarded)
shou	arces and stability as a business en	ther the Proposer has demonstrated that it has the financial ntity necessary to implement and execute the work. Proposer vide insurance coverage as required by the District as well as ar information.
5.	<u>Price</u>	(25 Points Possible) ( Points Awarded)
	arts 1 – 4 (the Contract Amount)	will be awarded to the Proposer submitting the lowest bid AN AVERAGE OF ALL FIVE YEARS PRICING IS TO ING POINTS FOR PRICING - THE INITIAL TERM AND

THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount

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

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25).  $(210,000/265,000) \times 25 = 19.81$ , therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25).  $(210,000/425,000) \times 25 = 12.35$ , therefore, Contractor "C" will receive 12.35 of 25 points.

### 6. Reasonableness of ALL Numbers (15 Points Possible) (\_\_\_\_ Points Awarded)

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

Proposer's Total Score

(100 Points Possible) (\_\_\_\_\_ Points Awarded)

### Additional Information Regarding Evaluation

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

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

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

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on April 3, 2024, at 2:30 p.m., but the District reserves the right to reschedule any such meeting.

### IV. AFFIDAVIT REGARDING PROPOSAL

+	1 10
STATE OF _=	-lorida
COUNTY OF	Viange
Allen Doug St. Falls	

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

- 1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Marager for Bade Runnes Cumwercal ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.
- 2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Live Oak Lake Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.
- 3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.
- 4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.
- 5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

day of Proposer: Blade Runners Commercial Landso By: 1 Mer 12 Cola STATE OF Florida COUNTY OF Ording & The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11 day of March, 2024, by Joan Phamuret of who is personally known to me or who has produced as identification, and \( \subseteq \text{did or } \subseteq \text{did not take the oath.} \) Notary Public, State of Florida Print Name: Androa Chisaca ANDREA CHISACA Notary Public - State of Florida Commission No.: Commission # HH 344290 My Commission Expires: My Comm. Expires Dec 26, 2026 Bonded through National Notary Assn.

### V. PROPOSAL FORMS

### PROPOSAL FORM

FOR

### LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

### TO BE SUBMITTED TO:

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before March 25, 2024 at 11:00am (EST)

TO:

Live Oak Lake Community Development District

FROM:

Blade Conners Commercial Landscaping Orlando, LC
(Proposer)

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

All proposals shall be in accordance with the Project Manual.

## Proposal Form Contents:

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

# PROPOSAL FORM PROPOSAL SUMMARY SHEET

I, U	van t. Kamirea REPRESE	NTING	Blade Konners Commercial	Landscaping
	pany and/or Corporation ("Proposer") e/specifications at the following prices		to furnish the services required in the	Orlandoglic
I.	Contract Proposal Amount: (Please provide an average of all five years of pricing)	\$	263,400	
	Annual Total, Year 1:	\$	263,400	
	Annual Total, Year 2: 21.	\$	268,668	
	Annual Total, Year 3: 21.	\$	274,041	
	Annual Total, Year 4: 21.	\$	279,521	
	Annual Total, Year 5: 21.	\$	0285, 112	
п.	Proposer Information			
NAN	ME OF PROPOSER: Blade &	Dune	us commercial Landscapi	ng-OrlandogLL
ADI	DRESS: 19 N. Texas Ave.	Orla	ndo, FL 32805	-10
PHC	ONE: (407) 306 06 00		FAX:	1   1   0   0   0   0   0   0   0   0
SIG	NATURE: for feet	1	Lecey	100000
PRI	NTED NAME: JUAN P. Pami.	162		
TIT	LE: Manager.			
DA	TE: 3/22/24			

# PROPOSAL FORM PART I – GENERAL INFORMATION

)	Proposer General Infor		
	Proposer Name Blad	e Run ers Commercia	I Landscaping-Orlando, LLC
	Street Address 19 N	1. Texas Ave.	<b>V</b>
	P. O. Box (if any)		
	City Orlando	State_FL	Zip Code _ 82806
	Telephone 407 - 80	06-0600 Fax no	)
	1st Contact Name	Juan P. Ramirez	Title Manager
	2nd Contact Name _	Robert Clark	Title Manager  Title Manager.
	Parent Company Name	(if any) N/A	
	P. O. Box (if any)		
	City	State	Zip Code
	Telephone	Fax no	,
	1st Contact Name		Title
	2nd Contact Name		Title
	Company Standing:		
	Proposer's Corporate Fo		nited liability company, etc.)
	In what State was the Pr	roposer organized? FLor	rida Date 12/07/202
		standing with that State? Ye	
	If no, please exp	lain	

If no, please explain	on Supplement Libertuce in	All managers
	IN IRAN ME	P) one one
		0 - 101
What are the Proposer's c	current insurance limits?	
General Liability Automobile Liability Workers Compensation Expiration Date	\$ 27000 000 \$ 1 000 000 \$ 17000 00 0 9 11 24	nses, and state whether
	ood standing.	
Licensure – Please list al licenses are presently in g	good standing:	
licenses are presently in g	good standing:	

# PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

0	List the location of the Proposer's office, which would perform work for the District.
	Street Address 19 H. texas Ave
	P. O. Box (if any)
	City Orlando State FL Zip Code 32805
	Telephone 407 306 0600 Fax no
	1st Contact Name Juan F. Ramirez Title Manager
	1st Contact Name Juan F. Ramirez Title Manager  2nd Contact Name Jorge A Pamile Title Manager.
	Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:
	Supervisors, who will be onsite 2 days per week; Technical personnel, who will be onsite 1 days per Neek; and Laborers, who will be onsite 3 days per week.
	Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.
	Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes $X$ No If yes, please provide the following information for each person (attach additional sheets if necessary):
	Name: Drope A. Ramirez
	Position / Certifications: Pest Control
	Duties/Responsibilities: Pesticide, herbicide application.
	% of Time to Be Dedicated to This Project: 50 %
	Please describe the person's role in other projects on behalf of the Proposer:
	Project Name/Location: Pest Control   Brighton Lakes CDD.  Contact: Marcial Rodriguez Contact Phone: 917 9031877  Project Type/Description: Brighton Lakes CDD Maintenance
	Contact: Marcial Kodriguez Contact Phone: 917 9031877
	Project Type/Description: Brighton Lakes CDD Maintenance

	SALONO MILITARIO DE	
	JVA Intio	FT - 1777
		The second second
Dates Serviced:		Shard /3
the work? Yes No X information (attach addition	For each subcontractor, pal sheets if necessary):	y subcontractors in connection with please provide the following
P. O. Box (if any)		
City	State	Zip Code
1st Contact Name	411	Title
2nd Contact Name		Title
		uy V I
Please describe the subcontr	ractor's role in other proje	ects on behalf of the Proposer:
Project Name/Location:	4.5	ant a sect
Contact:	Contact Phone:	both a large
Project Type/Description: _	JUSTAMAC #3	57
Dollar Amount of Contract:	الجالد والا الما المالية	40
Donair i incuite or Contact.	for Ducinets	
Proposer's Scope of Service	es for Project:	

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

E-verify. Criminal Background Check

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

### OFFICERS

PROPOSER: Blade Runners Communical Landscaping Orlando, LLC

DATE: 3 22/24

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Maria C. Roun irez	Owner.	Office Manager	13855 Morning That Dr
			Orlando, EL 32828
			, At 3
FOR PARENT COMPANY (if applicable)			44
<b>本</b> 日			arry
			140
			o de la constante de la consta
<i>y</i>			52-
			740

# SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Blade Runners commercial Ladscaping Orlando, LLC

DATE: 3/22/24

	PRESENT	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
-	Manager Field	Manager	19 N. TEKAS	19 N. Texas. 1 day anneek	30years.	30 years.
7	Manager	ration	P. H. Texas	PI H. Texas 1 day awteek		so years
					ANTER PL	
	Z SAVOTE				W27-17	
					The Party of	
					0477	See .
	1				1 3	

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

PROPOSER: Blade Runners Commercal Landscaping Orlandoglic

DATE: 3/22/24

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
2	Rider Mowers 60"	1	M. TexAS AVE
3	Ride standars 60"	7	17 H TEXAS AVE
3	Weed Eaters	7	19 H. Texas Ave
60	I dopers	4	19 N. Texas Ave
3	Head Trimmers	4	17 N-texas Are
4	Blowers	7	19 H. Texas Ave
A POLICE		Service Case 4 18 19	SUP-Case and Section 19
With regul	About parally some	MINISTER OF STREET STREET	\$

### PROPOSAL FORM PART III – EXPERIENCE

•	Has the Proposer performed work for a community development district previously?
	Yes X No If yes, please provide the following information for each project (attach additional sheet necessary):
	Project Name/Location: Brighton Lakes COD
	Contact: Marcial Podriguz Contact Phone: 917 903 1377
	Project Type/Description: COO
	Dollar Amount of Contract: \$23,000 a Mouth
	Scope of Services for Project: Maintenance (Pest control, Irrigation
	tree trimming)
	The state of the s
	Dates Serviced: M-T-W
	List the Proposer's total annual dollar value of landscape and irrigation services work comple
	for each of the last three (3) years:
	2023 = \$37500.000
	2022 = \$ 37400.000
	2021 = \$37100.000
	Please provide the following information for each project that is similar to this project, curre undertaken, or undertaken in the past five years. The projects must include irrigate maintenance as well. Attach additional sheets if necessary.  Project Name/Location:
	Contact: Herman Perez Contact Phone: 910-587-6554
	Project Type/Description: CDD areas and HOA
	Dollar Amount of Contract: \$29,000
	How was the project similar to this project? Size of the community
	and the services required.
	A STATE OF THE STA
	the later than the second of t

ist of equipment used on site: 2 riders Mower 50" 1 ride standar 36! 3 edgers, 3 weed eaters, 2 Head trimmers, 4 blow
AND EASING PUTTING
List of subcontractors used: N/A
STRONG A CONTRACT ON
s this a current contract? Yes 🔀 No
Duration of contract: 2 years and 6 months.
 Information regarding similar projects – continued)
Project Name/Location: tapestry CDD and HDA
Contact: Rob Price Contact Phone: 407 301 2214
Project Type/Description: CDD and HOA-
Pollar Amount of Contract: \$30,000
How was the project similar to this project? Slite and Services required
Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):
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F Transference was 10 serve
List of equipment used on site: 2 rider Mowers 601, 1 ride standar of edgers, 3 weed eaters, 2 Head trimmers, 4 Blower

act? Yes X No  3 Years:  ng similar projects – continued)
on:
Contact Phone:
tion:
ntract:
similar to this project?
ailed Scope of Services for Project (i.e. fertilization, mowing, pe, thatch removal, irrigation, etc.):
1

(Information regarding similar projects – continued)				
Project Name/Location:				
Contact: Contact Phone:				
Project Type/Description:				
Project Type/Description:				
How was the project similar to this project?				
Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest				
control, weed control, thatch removal, irrigation, etc.):				
List of equipment used on site:				
List of subcontractors used:				
Is this a current contract? Yes No				
Duration of contract:				
Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, of supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes NoX For each such incident, please provide the following information (attach additional sheets as needed):				
Project Name/Location:				
Contact: Contact Phone:				
Project Type/Description:				
Dollar Amount of Contract:				

10.00	
Dates Serviced	75 T-R
in the past five years? Yes No	HA for any job site or company office/shop safety violat   in, fine, and resolution
Has the Proposer experienced any w	ter compensation rating?
	3
If yes, please describe each incident  Please state whether or not the Properous proposing or contracting on an Yes No _X If yes, please pro	oser or any of its affiliates are presently barred or suspen ny state, local, or federal contracts? ovide:
If yes, please describe each incident  Please state whether or not the Property from proposing or contracting on an Yes No _X If yes, please property in the names of the entities	oser or any of its affiliates are presently barred or suspen ny state, local, or federal contracts? nvide:
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If yes, please describe each incident  Please state whether or not the Properties proposing or contracting on an Yes No _X If yes, please properties  The names of the entities  The state(s) where barred or suspending the period(s) of debarment or suspending the period(s) of debarment or suspending the period(s).	oser or any of its affiliates are presently barred or suspently state, local, or federal contracts?  ovide:  ded  insion

•	List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.
	N/A
•	List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.
	NA
•	Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (_) If yes, provide the following:  Identify the Case # and Tribunal: P / A
	Describe the Nature of the Action:
	Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:
•	Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (_) If yes, please explain:
	A / A

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### PROPOSAL FORM PART IV - PRICING

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

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

## Live Oak Lake CDD Landscape Fee Summary

Contractor: Blade Runners Commercial Landscaping Orlando, LLC

Address: 19 N Texas Ave, Orlando, FL 32805

Phone: 407-360-0600

Contact:

Property: Live Oak Lake CDD

219 E. Livingston St. Orlando, Address:

Florida, 32801

Phone: 407-750-3599

Contact: JWright@gmscfl.com

Email:	uan@bladen	Email: juan@bladerunnersorlando.com	com							Email:			
	JAN	FEB	MAR	APRIL	MAY	NOC	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL \$													
(Schedule A	10,183	10,183	10,183	25,458	20,367	20,367	25,459	25,459	20,367	25,459	10,183	10,183	\$213,852
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Schedule E	1,200		1,000		800		800		1,000		1.200		\$6.000
Bahia/St Aug													
TREE/SHRU													
(Schedule of		250		250		250		250		250		250	\$1,500
Tree/Shrub													
BED DRESS													
(Schedule E					12,000						7,200		\$19,200
Per Yard Pricing					250						150		
PALM TRIM													
(Schedule E					2,000						7,000		\$14,000
O IVIIIIV													
ANNOAL CE													
Schedule B													\$0
Per Annual Prici.	.bu												
IRRIGATION													
Schedule [	738	738	738	738	738	738	738	738	738	738	738	738	\$8,856
TOTAL FEE	\$12,121	\$11,171	\$11,921	\$26,446	\$40,905	\$21,355	\$26,997	\$26,447	\$22,105	\$26,447	\$26,321	\$11,171	\$263,408
Flat Fee Sci	\$21,951	\$21,951	\$21,951	\$21,951	\$21,951	\$21,951	\$21,951	\$21,951	\$21,951	\$21,951	\$21,951	\$21,951	\$263,408
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\$230,208	\$33,200	\$263,408.00
Essential S Mowing/De	Extra Servi Annual Cha	TOTAL

Initials

### PROPOSAL FORM SIGNATURE PAGE

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					ugh IV) and ovided is true			s are fully a	nd comple	tely
	Dat	ted this	24	_day of _	Morch		, 2024.			
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R	sence or 562 -	□ online	e notarizatio _, who 13 - 057 -	n this <u>14</u> is 0 -0 a	day of Ma personally k s identification	known to	1	4, by Juoin f who is ake the oath.	Ramire L has produ	_ of aced
	DE LOW	Commissio	EA CHISACA - State of Florida In # HH 344290 Dires Dec 26, 2076 tional Notary Assn.	7	Print Na Commis	Public State of me: An=sion No.: nmission Exp	dred Ct	115409		

6. Bed Dressing - Fill in the quantity of Bed Dressing that is recommended to be installed (if quantity not already listed or Provided) then fill in the dollar amount to purchase and install that quantity in the month specified in the Scope of Work. Please include a per yard price. Twice per year in May and

variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be 7. Palm Trimming - Count and Fill in the quantity of each palm variety that will be pruned if not already listed, then fill in the dollar amount to trim each Nov.

pruned that month.

8. Irrigation Maintenance - Fill in the dollar amount to perform each services as outlined in the Scope of work. Fill in zone count if known (not required)



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

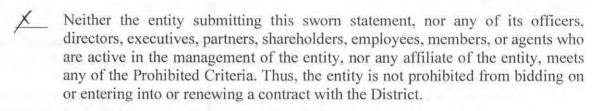
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer: Blade Ronners Commercial Landscaping Orlandos LLC

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

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

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



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

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

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

### E-Verify

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

### Non-Collusion

 The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening

of all proposals.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.

4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

Signature of Authorized Signatory of Proposer

Sworn before me on Morch 24, 2024

Notary Public Signature

ANDREA CHISACA
Notary Public - State of Florida
Commission # HH 344290
My Comm. Expires Dec 26, 2016
Bonded through National Notary Assn.

Notary Stamp

### VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

### LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

	THIS AGREEMENT ("Agreement") is made and entered into this day of y and between:
	LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the "District"), and
Blade	Runner Commercial Lands carping Trlando, LLC, with an address of 17 H. Texas Ave. ("Contractor").
	M. Texas Ave. (Contractor).

### RECITALS

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

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

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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

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

### 2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as Exhibit A ("Work"), for the areas identified in the Landscape Maintenance Map attached hereto as Exhibit B ("Landscape Maintenance Area"), both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in

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

- B. Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
- C. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- D. Discipline, Employment, Uniforms. Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- E. Rain Days. In the event that time is lost due to heavy rains ("Rain Days"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

- F. Protection of Property. Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage and/or promptly replace damaged property to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.
- G. District Representative; Reporting. The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.
  - i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.
  - ii. The District shall have the right to change its designated Representative with written notice to Contractor.
  - iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.
  - iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.
- Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

- I. Compliance with Laws. The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
- J. Safety. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.
- K. Environmental Activities. The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
- L. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.
- M. Subcontractors. Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.
- N. Independent Contractor Status. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation,

express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

### 3. COMPENSATION; TERM.

- A. Term. The term of this Agreement shall be from October 1, 2024, to September 30, 2025 ("Year 1"), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.
- B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed \_\_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_\_) per year for Year 1, all in accordance with the Fee Summary attached hereto as Exhibit C. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as Exhibit C.
- Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as Exhibit D. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's Fee Summary attached hereto as Exhibit C. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

- Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

### INSURANCE.

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

not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

- B. Types of Insurance Coverage Required. Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
  - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
  - ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
  - v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.
- C. Additional Insured. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.
- D. Sub-Contractors. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall

be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

- **E.** Payment of Premiums. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- **F.** Notice of Claims. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- G. Failure to Provide Insurance. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

### 6. INDEMNIFICATION.

- A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.
- **D.** In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of

damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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

### 7. MISCELLANEOUS PROVISIONS

- A. Default and Protection Against Third-party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- B. Custom and Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- C. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.
- **D.** Assignment. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.
- E. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- F. Attorneys' Fees. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- G. Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits

attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

- **H.** Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.
- I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.
- J. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A. If to the District: Live Oak Lake

Community Development District

219 East Livingston Street Orlando, Florida 32801 Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

B. If to Contractor:

Blade Renners Communical Landson Orlando, LLC 19 N. texas Ave Orlando, FL 32805 Attn: Juan P. Ramirez

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

- K. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.
- L. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.
- M. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Jill Burns ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JBURNS@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

- **N.** Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- O. Arm's Length Transaction. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **P.** Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- Q. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
- R. *E-Verify*. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
- S. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:
  - a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
  - b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
  - c. Section 287.135, Florida Statutes, titled *Prohibition against contracting with scrutinized companies*;

- d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- e. Section 287.138, Florida Statutes, titled *Contracting with entities of foreign countries of concern prohibited.*

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

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

[Remainder of this page intentionally left blank]

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

ATTEST:

LIVE OAK LAKE COMMUNITY

	DEVELOPMENT DISTRICT
By:	By:
☐ Assistant Secretary	□ Vice Chairperson
WITNESS:	[CONTRACTOR]
By:	By:

Exhibit A: Scope of Services

Exhibit B: Landscape Maintenance Map

Exhibit C: Fee Summary

Exhibit D: Form of Work Authorization

### **Exhibit A: Scope of Services**

### [INSERT FROM GMS]

### Exhibit B: Landscape Maintenance Map

[INSERT FROM GMS]

### Exhibit C: Fee Summary

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

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

THIS WORK AUTHORIZATION ("Work A work in accordance with that certain Landscape and Irr "Agreement"), by and between:	Authorization"), dated,
established pursuant to Chapter 190, Florida Stand	NT DISTRICT, a local unit of special-purpose government tatutes, located in Osceola County, Florida (the "District"),
, a Florida	, with an address of
("Contractor").	
amendments and addenda thereto, Contractor shall pro- the attached Exhibit A, which is incorporated herein	by reference, all in accordance with the terms of the Agreement that the terms of Exhibit A conflict with terms of this Work
Contractor Dollars	the sensation for the Additional Services, the District agrees to pay (\$). Contractor shall invoice the District for the District shall pay Contractor in accordance with the terms of the
Additional Services as outlined above and is indicated Contractor. Contractor shall commence the aforesaid Ad	of this Work Authorization authorizes Contractor to complete the by the signature of the authorized representative of the District and iditional Services upon the full execution of this Work Authorization and conditions of the Agreement, which, except to the extension in full force and offert.
	agreement the day and year first written above.
ATTEST:	LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
By:	By: □ Chairperson
☐ Assistant Secretary	□ Vice Chairperson
	[CONTRACTOR]
	By:
	Its:
Exhibit A Proposal for Additional Services	

Addendum #1 Live Oak Lake CDD RFP 2024 Landscape Maintenance Services

March 15, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

#### **CLARIFICATIONS/QUESTIONS:**

Q1: How many yards of mulch to be included in the contract?

A1: The contract should include 400 yds of mulch. 250 In May 150 in November.

Q2: Is the Landscape vendor responsible for "Wet Checks"?

A2: Yes this is clearly defined in Component D of the scope. Also please refer to the "Supplemental Irrigation Specification for Component D"

Q3: Are vendors allowed to attend the meeting on April 3rd, 2024.

A3: CDD meetings are open to the public and vendors are allowed to attend the meeting. The meeting will be held on April 3rd, 2024, at the Celebration public library. There is limited space in the meeting room and it is requested that if you intend to attend the meeting, please utilize the zoom link that will be posted on the CDD's website, www.liveoaklakecdd.org, when the agenda is released a week prior to the meeting. There is no guarantee that the board will want to meet with bidders, or listen to bid presentations at this time. The board will have sole discretion on how they wish to proceed with the meeting.

- Q4: Please provide an overall palm count broken down by palm type.
- A4: It is expected that any potential bidder will inspect the property, and gather any information related to palm trees on their own accord. The CDD will not be supplying this information to bidders. Please use the area map provided to review CDD areas.
- Q5: Please provide an irrigation zone count.
  - A5: The East / West controller has 59 stations, the North / South controller has 64 stations
- Q6: Please delineate areas sodded with St Augustine, Bahia and Zoysia turf
- A6: It is expected that any potential bidder will inspect the property, and gather any information related to the turf on their own accord. In general, there is bahia sod along the pond banks, and St. Augustine everywhere else. However, bidders are expected to verify this information themselves and obtain sod coverage area on their own.
- Q7: Please provide all mulch types used on the property and locations where each will be used.
- A7: Chocolate Cypress Mulch is the preferred mulch for the property. This will be used in all CDD mulch beds including roundabout monuments, viburnum hedge lines, and other plant beds on CDD property.
- Q8: On the form "SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK", does the field "% OF TIME TO BE DEDICATED TO THIS PROJECT" refer to their time spent on the project as a percentage of the total project period or as a percentage of their overall time spent working out of the year, including on unrelated projects?
- A8: The account manager assigned to this project is expected to supervise the onsite crews as much as possible, and be available for meetings with district staff as described in the scope.
- Q9: On Proposal Form Part III Experience, is a full list of work performed for community development districts required? Should examples listed be restricted to a certain area, time period, or size of project performed?
- A9; The experience list should include all CDD's that the contractor has serviced in the state of Florida that they wish to include to validate their services. References and other information to such is for the bidder to show board members their experience with similar projects. The bidder should answer this question and provide information at their own discretion.
- Q10: On Proposal Form Part III Experience, please provide specific requirements for projects "similar to this project" beyond the requirement that they also include irrigation maintenance
- A10: Page 9, section 20 of the RFP packet that was provided explains the only mandatory requirements for contractors. When listing projects similar to this project we are looking for previous CDD's / HOA's that the contractor serviced, properties whose contract values are similar, or other large corporate / government projects. We understand that not every contractor will have experience with working for CDD's in the past, and this will not automatically disqualify you from

bidding or being considered. This is meant to be up to the bidders discretion to best display their past performance.

Q11: On Proposal Form Part IV – Pricing, a subheading on the field "TURF CARE" specifies "Bahia/St Augustine Fert". However, the specifications include additional requirements for turf care under Component "B" beyond fertilization including insect/disease control. Should these additional services be included in the pricing under "TURF CARE" or elsewhere?

A11: This pricing should be included in the "TURF CARE" section on the fee summary schedule.

Q12: On Proposal Form Part IV – Pricing, a subheading on the field "TREE/SHRUB CARE" specifies "Tree/Shrub Fert". However, the specifications include additional requirements for bed care under Component "C" beyond fertilization including insect/disease control. Should these additional services be included in the pricing under "TREE/SHRUB CARE" or elsewhere?

A12: This pricing should be included in the "TREE/SHRUB CARE" section.

Q13: Will irrigation repairs not necessitated by negligence on the part of the bidder be considered additional billable services? Will these repairs be subject to the hourly irrigation rate provided on Proposal Form Part IV?

A13: Yes, any irrigation repairs that are not a result of negligence will be billed separately then the standard contract. The contractor should alert the District Field Manager and Irrigation Consultant of any needed repairs and submit a proposal for the repair.

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

NAME OF FIRM:

Blade Ronners Commercial Landscaping Orlando, LLC

SIGNATURE:

DATE: 3-22-24

Addendum #2 Live Oak Lake CDD RFP 2024 Landscape Maintenance Services

March 15, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

#### **CLARIFICATIONS/QUESTIONS:**

C1: Component D - Irrigation Maintenance - Scope of Services

C1: Please also review and include the specifications defined in the "Supplemental CDD Irrigation Spec Component D" when creating your bid. This has been provided with this addendum in a separate document.

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

NAME OF FIRM:

Blade Runners Commercial Landscaping Orlandoge

SIGNATURE:

DATE: 3-22.24.

# Component B - Supplement Water Management/Consultant

You are working with a remote management irrigation system. The information below is for your assistance.

#### **Program Changes**

If you need the current program changed at your property, we ask that you;

- Call our office, 407.376.9734 or email the changes to support@imcirrigation.com
- · Inform us what property and zone needs to be changed, controller location
  - Inform us of any other special needs watering; fertilization, new seed, or new sod.
  - It will only be changed by going through our office, if you change it manually on the controller without informing us of the change we won't know and our computer will override it.

#### **Manual Watering**

If you need specific zones turned on at any time between 8am-5pm M-F call our office, 816.492.5100. (Advance notice would be recommended, typically the day before)

- Inform us what zone needs to be turned on and for how long.
- We can turn on the stations remotely, this will help you not having to go back and forth to the control box.

#### PIN Codes

Our controllers have Pin Codes in them, you have to put in your PIN code in order to access the box. If a controller is locked by a pin code and you do not have one or yours is not working.

- Call our office 407.376.9734 or e-mail us at support@imcirrigation.com.
  - We can set you up with one or we can reset yours to help you gain access.

#### New Sod

If you are putting down new sod on the property, we ask that you give us at least 24 hours' notice

- Inform us the zone numbers in which the sod will be laid.
- Any specifications you have about the sod that we need to be aware of.
- We will then set up the program through our software and run it accordingly.

#### System Repairs

- When working on the property fixing the system, or notice something is broken. Please call our office or e-mail us with this information.
- If you need the system shut down while repairing something, please call and tell us. This
  helps to make sure nothing runs that could jeopardize your repair.

These efforts will help us better serve our client together. If you have any questions or concerns please feel free to contact us.

- with new, spring-loaded, pop-up type, sprinklers. Submit the quote within two weeks of being awarded this contract.
- 5. The contractor shall check the entire irrigation system weekly ie: mow crew, weed crew or vendor project manager for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the contractor's negligence and shall be replaced at the contractor's expense.
- 6. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallon rating and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.
- XII. Reports and Schedules The contractor shall provide to the Owner the following reports and schedules.
  - A. The Contractor shall submit to the Owner a Monthly Schedule of Work based on the Schedule of Services. The Monthly Schedule of Work shall indicate the proposed date of services and any recommended changes to the Schedule of Services for approval by the Owner.
  - B. Weekly Progress Reports shall be provided which clearly show the specific maintenance activities performed for each property. The weekly report shall also be used to identify any problems that may occur or extra work that may be required. The report shall also include a chemical application log as specified in Exhibit C. A sample report is provided. This report shall be submitted by 9:00 a.m. Monday morning of the week following the week of service.
- II. Irrigation Contractor shall work with "IMC" Irrigation Management Consulting see Exhibit "B", Contractor shall notify Owner of any site changes. Contractor shall notify the Owner of any malfunction or damage to the system. The cost of each repair will be billed per item and number of hours by the Contractor. Should it be determined that damage is caused through negligence of the Contractor, the Contractor shall pay the cost for such repair. These costs shall be paid directly by the Contractor.

#### Supplemental Irrigation Maintenance Specification "Component D"

#### IRRIGATION

#### A. Water Application & Scheduling:

- Hand water as needed to supplement natural rainfall and maintain plantings ina healthy, stress-free condition. It is the contractor's responsibility to work with the irrigation management company to make sure that plants receive adequate water regardless of weather conditions.
- It is the responsibility of the contractor to conserve water and assure that all
  watering rules and regulations are followed. Any penalties, fines, or citations for
  watering ordinance violations shall be paid by the contractor.
- 3. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the landscape maintenance contractor of the responsibility to provide adequate irrigation. It is the contractor's responsibility to make sure that the irrigation system is maintained and operates properly.
- 4. The contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the owner's authorized representative in writing. If the contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the contractor shall be responsible for all damages resulting from the broken irrigation system component.
- 5. When breakdowns or malfunctions exist, the contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and will be billed as additional work (see items that qualify for additional work payments as outlined below), the labor costs for hand watering may also be submitted for payment as noted in the General Requirements section of these specifications. Do not wait for approval to begin hand watering if it is required to save the plantings.

#### B. Irrigation System Scheduled Maintenance:

- Each valve zone shall be observed for signs of damage, dryness or wetness on a Monthly basis during the irrigation season. By mow crew, weed crew or Vendor project manager.
- The Irrigation maintenance contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.
- Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Dripsystems

shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.

- Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.
- Irrigation Pumps and Filters should be check for operating pressure along with cleaning any filters on a weekly basis. Reports of filter cleaning should be submitted in writing.

#### C. Irrigation System Repair:

The landscape maintenance contractor shall replace or repair, at the landscape maintenance contractor's expense, any irrigation components damaged, unless due to excluded damage. Repairs shall be made within two days of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The contractor shall make notification of needed repairs within two days of the day the damage occurred as noted in the General Requirements section of these specifications. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler heads, sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position, valve boxes (ie; raise, lower, or straighten sprinkler head or valve box), replacement of clogged, broken, or missing barbedstyle drip emitters, replacement or repositioning of drip distribution tubing

- Any replacement of irrigation system components shall be made with materials
  of the same manufacturer and model as the original equipment. Substitutions of
  materials other than original equipment will be approved only when the original
  equipment has been discontinued and is no longer available for purchase at any
  location. The substituted equipment must be completely compatible with the
  original and must be approved in advance by the owner's authorized
  representative.
- 2. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.
- 3. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches (30 cm) above ground level. If the existing sprinklers are mounted on above-ground risers, the replacements shall be pop-up type sprinklers. No exceptions, ever!
- 4. If any existing sprinklers at this site are installed on risers above the ground level, submit a quote for additional work to the owner's authorized representative covering the cost of removal and replacement of these sprinklers



SECTION b.



#### HELPING HAND LAWN CARE

"Lending a hand for all your lawn care needs "

Helping Hand Lawn Care PO Box 1704 Sorrento, Fl 32776 (407) 221-0593

#### V. PROPOSAL FORMS

#### PROPOSAL FORM

FOR

#### LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

#### TO BE SUBMITTED TO:

# LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT c/o Governmental Management Services – Central Florida, LLC, on or before March 25, 2024 at 11:00am (EST)

TO: Live Oak Lake Community Development District

FROM: Helping Hand Lawn Care, LLC

(Proposer)

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

All proposals shall be in accordance with the Project Manual.

#### Proposal Form Contents:

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

# PROPOSAL FORM PROPOSAL SUMMARY SHEET

	and/or Corporation ("Proposer' cifications at the following price		ree to furnish the	services required in th
(Pl	ntract Proposal Amount: lease provide an average of five years of pricing)	\$_	329,716.28	
An	nual Total, Year 1:	\$	310,460.00	
An	nual Total, Year 2:	\$	310,460.00	
An	nual Total, Year 3:	\$	310,460.00	5% Increase
An	nual Total, Year 4:	\$	310,460.00	5% Increase
An	nual Total, Year 5:	\$	310,460.00	5% Increase
II. Pr	oposer Information			
NAME OF	F PROPOSER: Helping H	and I	Lawn Care, LL0	
ADDRESS	S: 5960 West Jones Ave Zell	wood	d FI 32798	
PHONE:	407-221-0593		FAX:	
SIGNATU	JRE: M	1	2	
PRINTED	NAME: E. Norman Ripper			
TITLE:	President			
DATE:	3/15/2024			

### PROPOSAL FORM PART I – GENERAL INFORMATION

Proposer General Information: Proposer Name Helping Hand Lawn Care, LLC Street Address 5960 West Jones Ave P. O. Box (if any) State Florida Zip Code 32798 City Zellwood Telephone 407-221-0593 Fax no. E. Norman Ripper Title President 1st Contact Name Title V/P Operations Reginald Pinard 2nd Contact Name Parent Company Name (if any) Street Address \_\_\_\_\_ P. O. Box (if any) City \_\_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone \_\_\_\_\_\_Fax no. Title 1st Contact Name \_\_\_\_Title \_\_\_\_\_ 2nd Contact Name Company Standing: Proposer's Corporate Form: LLC (e.g., individual, corporation, partnership, limited liability company, etc.) In what State was the Proposer organized? Florida Date 09/11/2013 Is the Proposer in good standing with that State? Yes X No \_\_\_ If no, please explain

		with the State of Florida, Division of Corporations and n Florida? Yes X No
	If no, please explain	n
	-	
	-	
9	What are the Proposer's ca	urrent insurance limits?
	General Liability	\$ 5,000,000
	Automobile Liability	\$ 5,000,000
	Workers Compensation	§ 5,000,000
	Expiration Date	07/13/2024
•	Licensure – Please list all licenses are presently in go	applicable state and federal licenses, and state whether such od standing:
	Pest Control Operators License	- In good standing
	Master Arborist License - In goo	d standing
	Irrigation Certification - In good	standing
	MOT Certification - In good stan	ding
	Aquatics License - In good stand	ding
	Fertilization License - In good st	

# PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

P. O. Box (if any)		
City Zellwood	State Florida	Zip Code 32798
Telephone 407-221-	0593Fax no.	
1st Contact Name	E. Norman Ripper	Title President
2nd Contact Name	Reginald Pinard	Title V/P Operations
Proposed Staffing Le following:	vels - Landscape and irrigation	maintenance staff will include the
See Attached	supervisors, who will be onsit	be onsite days per; and
	Laborers, who will be onsite _	days per week.
Officers and Supervi this Part regarding th for any individuals lis	Laborers, who will be onsite _ sory Personnel – Please comple the Proposer's Officers and Super	ete the pages that follow at the end o
this Part regarding the for any individuals list Technical Personnel who have expertise horticulture, or other	Laborers, who will be onsite _ sory Personnel – Please comple se Proposer's Officers and Super sted.  Does the Proposer currently e in pesticide application, he	ete the pages that follow at the end of rvisory Personnel, and attach resume.  Employ any other technical personnel erbicide application, arboriculture, as No If yes, please provide
this Part regarding the for any individuals list Technical Personnel who have expertise horticulture, or other	Laborers, who will be onsite sory Personnel — Please complete Proposer's Officers and Supersted.  — Does the Proposer currently even in pesticide application, here relevant fields of expertise? Yes	ete the pages that follow at the end of rvisory Personnel, and attach resume.  Employ any other technical personnel erbicide application, arboriculture, as No If yes, please provide
this Part regarding the for any individuals list Technical Personnel who have expertise horticulture, or other the following informatical to the second seco	Laborers, who will be onsitesory Personnel — Please complete Proposer's Officers and Supersted.  — Does the Proposer currently even in pesticide application, here relevant fields of expertise? Yes atton for each person (attach addition for each person (attach addition).	ete the pages that follow at the end of rvisory Personnel, and attach resume.  Employ any other technical personnel erbicide application, arboriculture, as No If yes, please provide
this Part regarding the for any individuals list Technical Personnel who have expertise horticulture, or other the following informations:	Laborers, who will be onsitesory Personnel — Please complete Proposer's Officers and Supersted.  — Does the Proposer currently even in pesticide application, here relevant fields of expertise? Yestion for each person (attach additions).	ete the pages that follow at the end of rvisory Personnel, and attach resume, employ any other technical personnel erbicide application, arboriculture, es No If yes, please provide
this Part regarding the for any individuals list.  Technical Personnel who have expertise horticulture, or other the following information.  Name:  Position / Certification.	Laborers, who will be onsitesory Personnel — Please complete Proposer's Officers and Supersted.  — Does the Proposer currently ear in pesticide application, here relevant fields of expertise? Yestion for each person (attach address:	ete the pages that follow at the end of rvisory Personnel, and attach resume employ any other technical personnel erbicide application, arboriculture, es No If yes, please provide ditional sheets if necessary):
this Part regarding the for any individuals list. Technical Personnel who have expertise horticulture, or other the following information   Certification   Ce	Laborers, who will be onsitesory Personnel — Please complete Proposer's Officers and Supersted.  — Does the Proposer currently even in pesticide application, here relevant fields of expertise? Yestion for each person (attach additions).	ete the pages that follow at the end of rvisory Personnel, and attach resume. The employ any other technical personnel employ any other technical personnel employed application, arboriculture, as No If yes, please provide ditional sheets if necessary):
this Part regarding the for any individuals list. Technical Personnel who have expertise horticulture, or other the following information / Certification Duties / Responsibility of Time to Be Ded Please describe the person of the following to be described.	Laborers, who will be onsitesory Personnel — Please complete Proposer's Officers and Supersted.  — Does the Proposer currently even in pesticide application, her relevant fields of expertise? Yestion for each person (attach address:	ete the pages that follow at the end of rvisory Personnel, and attach resumes employ any other technical personnel erbicide application, arboriculture, es No If yes, please provide ditional sheets if necessary):  _% behalf of the Proposer:

Proposer's Scope of Serv	vices for Project:	
_		
Dates Serviced:		
	Y For each subcontra	se any subcontractors in connection wit actor, please provide the following ry):
Subcontractor Name		
Street Address		
P. O. Box (if any)		
City	State	Zip Code
Telephone	Fa	x no
1st Contact Name		Title
2nd Contact Name		Title
Proposed Duties / Respo	nsibilities:	
Please describe the subco	ontractor's role in other	projects on behalf of the Proposer:
Project Name/Location:		Service and the service of the service of
Contact:	Contact Phone: _	
Project Type/Description	1;	
Dollar Amount of Contra	act:	
Proposer's Scope of Serv	vices for Project:	
V 20 10 10 10 10		

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

All of our personel go through a complete background check including fingerprinting because it is required on all of our contracts we have with GOAA.

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

OFFICERS

DATE: 03/12/2024

PROPOSER: Helping Hand Lawn Care, LLC

SEK: Tolping Land Law Care; LEO

INDIVIDUAL'S RESIDENCE CITY, STATE Clermont Florida Tavares, Florida Fleet & Safety Manager Safety Training & Equipment Deltona, Florida Managing all Landscaping | Paisley, Florida Day to day people Management Orlando, Florida Paisley, FLorida Day to day Management RESPONSIBILITIES Orlando Branch Provide the following information for key officers of the Proposer and parent company, if any Vision Enhancements Manager Operations Manager POSITION OR TITLE **Branch Manager** HR Manager President FOR PARENT COMPANY (if applicable) NAME E. Norman Ripper Reginald Pinard Joxuan Burgos Maria Jimenez Kiara Rivera Bill Black

# SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Helping Hand Lawn Care, LLC

DATE: 03/15/2024

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

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

PROPOSER: Helping Hand Lawn Care, LLC

DATE: 03/15/2024

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
40	Blowers	16 mowing crews	Orlando/Zellwood
50	Weedeaters	16 mowing crews	Orlando/Zellwood
48	Edgers	16 mowing crews	Orlando/Zellwood
22	Hedge Trimmers	16 mowing crews	Orlando/Zellwood
39	60 inch zero turn mowers	16 mowing crews	Orlando/Zellwood
4	Autonomous mowers	16 mowing crews	Orlando/Zellwood
27	Vehicles in Fleet	16 mowing crews	Orlando/Zellwood
9	John Deere Gators	16 mowing crews	Orlando/Zellwood
-	John Deere Loader with attachments	16 mowing crews	Orlando/Zellwood
2	John Deere Tractors	16 mowing crews	Orlando/Zellwood
<del>-</del>	Z Spray	16 mowing crews	Orlando/Zellwood

# PROPOSAL FORM PART III – EXPERIENCE

	following information for each project (attach additional sheet ork fo the I-Drive Improvement District.
Project Name/Location: 1-D	Prive Improvement District
Contact: Luann Brooks	Contact Phone:
Project Type/Description:	Full Service Landscape Maintenance for I-Drive medians and ROWS
Dollar Amount of Contract	\$130,000.00
Scope of Services for Proje	And the state of t
Dates Serviced: 03/01/2019 tp	Present
List the Proposer's total and for each of the last three (3)	nual dollar value of landscape and irrigation services work comple ) years:
2023 = \$5,300,000.00	
2022 = \$4,700,000.00	
2021 = \$4,300,000.00	
undertaken, or undertakei	g information for each project that is similar to this project, current in the past five years. The projects must include irrigat the additional sheets if necessary.
Project Name/Location: Land	dside Terminal Landscape and Irrigation Maintenance
Contact: Daisily Pagan	Contact Phone:407-797-6818
Project Type/Description: _	Full Service Landscape maintenance for Terminals A & B at Orlando International Airport
Dollar Amount of Contract	\$1,600,000.00 per year
How was the project simila aspects of the landscaping.	r to this project?This project is much bigger but it in includes complete control of all
	<del></del>

(*	
List of equipment used on site: 3 60 inch ZTR Mowers, 1 transcription chainsaws, pole saws, bucket truck, 2 crew trucks, 1 manager truck, 1 irrigations.	actor, 2 gators, 3 weedeaters, 3 edgers, 4 hedge trimmers,
List of subcontractors used:Blurock, LLC, Ground Affect These are all minority vendors required by contract.	ts Landscape Maintenance, LLC, and Colorburst LLC.
	<del></del>
Is this a current contract? YesxNo  Duration of contract:Five Years	
(Information regarding similar projects – continue Project Name/Location:	d)
Contact: Contact Phone:	60-4278 redtailhoapresident@gmail.
Project Type/Description: Full Service Landscape ma  Dollar Amount of Contract: \$300,000.00 annually	intenance
How was the project similar to this project?	y high detail property that has hundreds of residents.
Your Company's Detailed Scope of Services for Pr control, weed control, thatch removal, irrigation, et Mowing, edging, trimming, blowing, mulching, tree trimming, fertilization and P	c.):
List of equipment used on site: 2 ztr mowers, 3 weedeate	ers, 3 edgers, 3 blowers, 2 hedge trimmers, 1 crew truck,

Is this a current contract?	es X No
Duration of contract:3	ears
(Information regarding sim	lar projects – continued)
Project Name/Location:	Tradeport Blvd Landscape Maintenance
Contact: Daisily Pagan	Contact Phone: 407-797-6818
Project Type/Description:	Full Service Landscape maintenance Tradeport Blvd GOAA
Dollar Amount of Contract:	\$720,000.00 annually
How was the project similar	to this project? High profile roadway on a heavily travelled road
control, weed control, thatch	
control, weed control, thatch	
control, weed control, thatch	removal, irrigation, etc.):
control, weed control, thatched Mowing, edging, trimming, blow	removal, irrigation, etc.):
control, weed control, thatched Mowing, edging, trimming, blow	removal, irrigation, etc.):
control, weed control, thatched Mowing, edging, trimming, blow Mowing, edging, trimming, blow List of equipment used on some some some some some some some some	tremoval, irrigation, etc.):
control, weed control, thatch	removal, irrigation, etc.):  ving, mulching, tree trimming, fertilization and Pest control.  te:  3 ztr mowers, 3 weedeaters, 3 edgers, 3 blowers, 1 crew truck, manager truck, 1 gator.  Blurock, LLC

(Information reg	arding similar projects – continued)
Project Name/Lo	cation:Altamonte Springs Landscape Maintenance
	Capuano Contact Phone: 407-571-8883
	cription:Landscape Maintenance Citywide
Dollar Amount of	f Contract: \$510,000.00 annually
How was the proj	ect similar to this project?High profile areas that must be maintained to the highest standards
control, weed con	Detailed Scope of Services for Project (i.e. fertilization, mowing, pest strol, thatch removal, irrigation, etc.):
Tiet of a minute	
List of equipment 8 ztr mowers, 10 weeds	eaters, 10 edgers, 8 blowers, 3 crew trucks, a manager truck
List of subcontrac	tors used:None
Is this a current co	ontract? Yes _X No
Duration of contra	act:6 years
supervisor, etc.), le contract within the	r, or any of its principals or supervisory personnel (e.g., owner, officer, been terminated from any landscape or irrigation installation or maintenance past 5 years? Yes No $\frac{X}{}$ For each such incident, please providentation (attach additional sheets as needed):
Project Name/Loc	ration:
	Contact Phone:
	eription:
	Contract:

Dates S	erviced:
Reason	for Termination:
	Proposer been cited by OSHA for any job site or company office/shop safety violates the years? Yes $\underline{\hspace{0.5cm}}$ No $\underline{\hspace{0.5cm}}$
If yes, p	lease describe each violation, fine, and resolution Mowing, trimming, edging, blowing,
fertilizatio	on & pest control, mulching and palm tree trimming.
What is	the Proposer's current worker compensation rating?86
	Proposer experienced any worker injuries resulting in a worker losing more than terrking days as a result of the injury in the past five years? Yes No _X_
If yes, p	lease describe each incident
from pro	tate whether or not the Proposer or any of its affiliates are presently barred or suspen oposing or contracting on any state, local, or federal contracts? No X If yes, please provide:
The non	nes of the entities
The nan	e(s) where barred or suspended
The stat	iod(s) of debarment or suspension

ve (3) y	and all litigation to which the Proposer or its principals have been a party in the ars. Please describe the nature of the litigation, the Proposer's role in the litigatus and/or resolution of the litigation.
None.	
as the	Proposer or any of its affiliates (parents or subsidiaries), or any of the Prop
ficers o	r principal members, shareholders or investors filed for bankruptcy, either volutary, within the past 10 years? Yes (_) No (X) If yes, provide the following:
	ne Case # and Tribunal:
lentify t	
lentify t	ne Case # and Tribunal:
escribe	ne Case # and Tribunal:

officers or p obligation (	orincipal membe	ers, shareholde ay subcontract	rs or investors	bsidiaries), or an defaulted on a loc nen) within the pa	an or other finan

#### IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida	
COUNTY OF	
having taken an oath, affiant, based on	authority, appeared the affiant, E. Norman Ripper, and a personal knowledge, deposes and states:
1. I am over eighteen (18 contained herein. I serve in the capaci	B) years of age and competent to testify as to the matters try of President for Helping Hand Lawn Care, LLC ke this Affidavit Regarding Proposal on behalf of Proposer.
("Proposer"), and am authorized to ma	ke this Affidavit Regarding Proposal on behalf of Proposer.
("Proposal") provided in response to ("District") request for proposals for information provided therein is full an intentional inclusion of false, deceptional include full and complete answers, ma	paration of, and have reviewed, the Proposer's proposal the Live Oak Lake Community Development District's landscape and irrigation maintenance services. All of the nd complete, and truthful and accurate. I understand that tive or fraudulent statements, or the intentional failure to by constitute fraud; and, that the District may consider such constitute good cause for rejection of the proposal.
<ol> <li>I do hereby certify the participated in collusion or proposal right.</li> </ol>	hat the Proposer has not, either directly or indirectly, gging.
information for ninety (90) days from t	hrough submission of the Proposal to honor all pricing the opening of the proposals, and if awarded the contract on and execute the contract in the form included in the Project
5. The Proposer acknowled by the District and as described in the of the following Addenda:	dges the receipt of the complete Project Manual as provided Project Manual's Table of Contents, as well as the receipt
Addendum No. 1	dated _March 15th 2024
Addendum No. 2	dated March 15th 2024
Addendum No	dated
Addendum No	dated

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

		roposal and that the foregoing is true and correct.
D	pated this 25 day	of March, 2024.
		Proposer: Helping Hand Lawn Care, LLC
		By: E. Norman Ripper
	(1.1	Title: President
STATE	OF Florida	
COUNT	Y OF Grange	
online no	tarization this 25 day of	acknowledged before me by means of physical presence or personally known to me or who has produced
T	CDC	as identification, and □ did or □ did not take the oath.
		Melli Myr
-		Notary Public, State of Florida
JA A PL	MELISSA MEJIA	Print Name: Melissa 14819
5 0 E	Notary Public, State of Florida Commission# HH 316559	Commission No.: HH316559
	Commission# HH 310009	My Commission Expires: 9/26/2026

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

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

Name of Proposer: Helping Hand Lawn Care, LLC

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

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

- 1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
  - a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
  - b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
  - c. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
  - d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
  - e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.
- 2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
- 3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
- 4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)
  - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.
  - The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

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

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

#### E-Verify

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

#### Non-Collusion

4876-9932-0876.5

- The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
- 2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
- 3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
- 4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING

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

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

Signature of Authorized Signatory of Proposer

Sworn before me on 3/5, 2024

Notary Public Signature

MELISSA MEJIA
Notary Public, State of Florida
Commission# HH 316559
My comm. expires Sept. 26, 2026

Notary Stamp

## PROPOSAL FORM SIGNATURE PAGE

	Und	der pena	alties of per	jury unde	r the laws of t	the State of	of Florida	a, I represe	nt that I h	lave auth	ority
to	sign			Form	(including				and the second second	behalf	of
Help	oing Hand	Lawn Care	e, LLC		_ ("Propose	r") and	declare 1	that I hav	e read t	he foreg	oing
					ugh IV) and ovided is true			estions are	fully an	d comple	etely
	Dat	ed this	25	_day of _	March		, 20	)24.			
					Propose		in	m	_		
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			ELISSA MEJIA			Public, Sta			lejic	_	
NOP.	A	Notary F Comm	Public, State of F nission# HH 316	559		ssion No.: nmission F	Expires:	1316	559	24	

# Live Oak Lake CDD Landscape Fee Summary

Contractor: Helping hand Lawn Care, LLC

Address: 5960 W. Jones Ave

Zellwood FI 32798 Phone: 407-221-0593

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

Property: Live Oak Lake CDD

Address: 219 E. Livingston St.

Orlando, Florida, 32801 Phone: 407-750-3599

Contact: JWright@gmscfl.com Email:

Essential Services  Mowing/Detailing/Irrigation/Fort and Post \$262,260	Flat Fee Schedule \$25,872	TOTAL FEE PER MONTH: \$21,856	(Schedule D) 3,455	ANNUAL CHANGES - None at this time (Schedule E - A. )  Per Annual Pricing: \$2.50	PALM TRIMMING (Schedule E - C.) Per Palm Price: \$75.00	BED DRESSING - Estimate mulch yds (Schedule E - B.) Per Yard Pricing: \$50.00	TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert 1,000	TURF CARE (Schedule B) Bahia/St Augustine Fert 1,000	(Schedule A) - 16,400 Mowing/Detailing	GENERAL SERVICES JAN
260	\$25,872	\$32,365	3,455		10,500		1,000	1,000	16,400	FEB
	\$25,872	\$21,855	3,456				1,000	1,000	16,400	MAR
	\$25,872	\$21,865	3,455				1,000	1,000	16,400	APRIL
	\$25,872	\$34,366	3,455			12,500	1,000	1,000	16,400	MAY
	\$26,872	\$25,455	3,455		3,600		1,000	1,000	16,400	NUL
	\$25,872	\$21,855	3,455				1,000	1,000	16,400	JUL
	\$25,872	\$32,355	3,455		10,500		1,000	1,000	16,400	AUG
	\$25,872	\$21,866	3,455				1,000	1,000	16,400	SEP
	\$25,872	\$21,865	3,455				1,000	1,000	16,400	ОСТ
	\$25,872	\$29,355	3,455		Mulch Yds	7,500	1,000	1,000	16,400	NOV
	\$26,872	\$25,455	3,455		3,600		1,000	1,000	16,400	DEC
	\$310,460	\$310,460	\$41,460	\$0	\$28,200	\$20,000	\$12,000	\$12,000	\$196,800	TOTAL

TOTAL \$310,460.00

Extra Services Annual Changes, Palm Pruning, Mulch

\$48,200

Addendum #1
Live Oak Lake CDD RFP 2024
Landscape Maintenance Services

March 15, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

#### **CLARIFICATIONS/QUESTIONS:**

Q1: How many yards of mulch to be included in the contract?

A1: The contract should include 400 yds of mulch. 250 In May 150 in November.

Q2: <u>Is the Landscape vendor responsible for "Wet Checks"?</u>

A2: Yes this is clearly defined in Component D of the scope. Also please refer to the "Supplemental Irrigation Specification for Component D"

Q3: Are vendors allowed to attend the meeting on April 3rd, 2024.

A3: CDD meetings are open to the public and vendors are allowed to attend the meeting. The meeting will be held on April 3rd, 2024, at the Celebration public library. There is limited space in the meeting room and it is requested that if you intend to attend the meeting, please utilize the zoom link that will be posted on the CDD's website, <a href="https://www.liveoaklakecdd.org">www.liveoaklakecdd.org</a>, when the agenda is released a week prior to the meeting. There is no guarantee that the board will want to meet with bidders, or listen to bid presentations at this time. The board will have sole discretion on how they wish to proceed with the meeting.

#### Live Oak Lake Community Development District

- Q4: Please provide an overall palm count broken down by palm type.
- A4: It is expected that any potential bidder will inspect the property, and gather any information related to palm trees on their own accord. The CDD will not be supplying this information to bidders. Please use the area map provided to review CDD areas.
- Q5: Please provide an irrigation zone count.
  - A5: The East / West controller has 59 stations, the North / South controller has 64 stations
- Q6: Please delineate areas sodded with St Augustine, Bahia and Zoysia turf
- A6: It is expected that any potential bidder will inspect the property, and gather any information related to the turf on their own accord. In general, there is bahia sod along the pond banks, and St. Augustine everywhere else. However, bidders are expected to verify this information themselves and obtain sod coverage area on their own.
- Q7: Please provide all mulch types used on the property and locations where each will be used.
- A7: Chocolate Cypress Mulch is the preferred mulch for the property. This will be used in all CDD mulch beds including roundabout monuments, viburnum hedge lines, and other plant beds on CDD property.
- Q8: On the form "SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK", does the field "% OF TIME TO BE DEDICATED TO THIS PROJECT" refer to their time spent on the project as a percentage of the total project period or as a percentage of their overall time spent working out of the year, including on unrelated projects?
- A8: The account manager assigned to this project is expected to supervise the onsite crews as much as possible, and be available for meetings with district staff as described in the scope.
- Q9: On Proposal Form Part III Experience, is a full list of work performed for community development districts required? Should examples listed be restricted to a certain area, time period, or size of project performed?
- A9: The experience list should include all CDD's that the contractor has serviced in the state of Florida that they wish to include to validate their services. References and other information to such is for the bidder to show board members their experience with similar projects. The bidder should answer this question and provide information at their own discretion.
- Q10: On Proposal Form Part III Experience, please provide specific requirements for projects "similar to this project" beyond the requirement that they also include irrigation maintenance
- A10: Page 9, section 20 of the RFP packet that was provided explains the only mandatory requirements for contractors. When listing projects similar to this project we are looking for previous CDD's / HOA's that the contractor serviced, properties whose contract values are similar, or other large corporate / government projects. We understand that not every contractor will have experience with working for CDD's in the past, and this will not automatically disqualify you from

#### Live Oak Lake Community Development District

bidding or being considered. This is meant to be up to the bidders discretion to best display their past performance.

Q11: On Proposal Form Part IV – Pricing, a subheading on the field "TURF CARE" specifies "Bahia/St Augustine Fert". However, the specifications include additional requirements for turf care under Component "B" beyond fertilization including insect/disease control. Should these additional services be included in the pricing under "TURF CARE" or elsewhere?

A11: This pricing should be included in the "TURF CARE" section on the fee summary schedule.

Q12: On Proposal Form Part IV – Pricing, a subheading on the field "TREE/SHRUB CARE" specifies "Tree/Shrub Fert". However, the specifications include additional requirements for bed care under Component "C" beyond fertilization including insect/disease control. Should these additional services be included in the pricing under "TREE/SHRUB CARE" or elsewhere?

A12: This pricing should be included in the "TREE/SHRUB CARE" section.

Q13: Will irrigation repairs not necessitated by negligence on the part of the bidder be considered additional billable services? Will these repairs be subject to the hourly irrigation rate provided on Proposal Form Part IV?

A13: Yes, any irrigation repairs that are not a result of negligence will be billed separately then the standard contract. The contractor should alert the District Field Manager and Irrigation Consultant of any needed repairs and submit a proposal for the repair.

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

NAME OF FIRM:

Helping Hand Lawn Care, LLC

SIGNATURE:

DATE: 3-21-2024

#### Live Oak Lake Community Development District

Addendum #2 Live Oak Lake CDD RFP 2024 Landscape Maintenance Services

March 15, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

#### **CLARIFICATIONS/QUESTIONS:**

C1: Component D - Irrigation Maintenance - Scope of Services

C1: Please also review and include the specifications defined in the "Supplemental CDD Irrigation Spec Component D" when creating your bid. This has been provided with this addendum in a separate document.

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

NAME OF FIRM:

Helping Hand Lawn Case ILL

SIGNATURE:

DATE: 3.21-24



#### Proposed Staffing Levels

Landscape and irrigation maintenance staff will include the following:

	January	February	March	April	May	June	July	August	September	October	November	December
Plant Bed Detailing	Weekly	Weekly	Weekly	Weekly	Weekly							
Mowing (42X)	2X	2X	4X	4X	5X	4X	4X	5X	4X	4X	2X	2X
Mowing Pond Areas and Banks (32X)	2X	2X	2X	2X	4X	4X	4X	4X	2X	2X	2X	2X
Irrigation	4X (a Section each week)	4X (a Section each week)	4X (a Section each week)	4X (a Section each week)	4X (a Section each week)							
Fertilization & Pest Control	1X	1X	1X	1X	1X	1X.	1X	1X	1X	1X	1X	1X
Annuals	1X			1X			1X			1X		
Mulching			1X								1X	
Trim Palms						1X						1X
Trees	As needed	As needed	As needed	As needed	As needed							

#### Based on the above schedule of service we will staff this site the following way:

- 1 Operations Manager Who will handle all quotes and reporting. (will be onsite once a month for inspections).
- 1 Maintenance Manager Who is responsible for Training and supporting the onsite supervisor/Crew Leader (Will be onsite weekly/Biweekly depending on time of year for inspections and training).
- 1 Mowing Crew Leader Who is responsible for all mowing, trimming, edging, blowing, and litter removal from turf areas (Will be onsite 42 weeks a year averaging two days per mowing cycle).

- 4 Mowing Crew Members Who will be handling the mowing, trimming, edging, blowing, and litter removal from turf areas. (Will be onsite 42 weeks a year averaging three days per mowing cycle).
- 1 Detail Crew Leader Who will be responsible for trimming trees, weed control in bed areas, litter removal in bed areas, trimming shrubs, maintaining annual beds, and mulching. (Will be onsite every week all year. They will spend between 1 and 2 days on site every week handling the detail).
- 2 Detail Crew Members Who will handle trimming trees, weed control in bed areas, litter removal in bed areas, trimming shrubs, maintaining annual beds, and mulching. (Will be onsite every week all year. They will spend between 1 and 2 days on site every week handling the detail).
- 2 Irrigation Techs Who will handle all wet checks and repairs (Will be onsite 1 day a week 52 weeks a year for wet checks and as needed for any repairs).
- 1 Fertilization & Pest Control Tech Who will be onsite handling fertilization & pest control treatment of the turf, trees, palms and plant material (Will be onsite once a month for 1 day unless follow up is needed).
- 3 Palm trimming Techs To handle all palm tree pruning (Will be onsite for two days two times a year for a total of 4 days annually).



#### **Current Contracts**

City of Altamonte Springs

City of Maitland

City of Eustis

City of Clermont

City of Minneola

City of Mascotte

City of Tavares

City of Leesburg

Orange County

I-Drive Improvement District

RedTail Community Association

Stoneybrook Hills HOA

Retreat at Wekiva HOA

Sand Lake Condominiums

5 Contracts with Greater Orlando Aviation Authority covering over 2,000 acres

Orlando Executive airport



#### Approach to Services

We are a smaller company then most of the companies that handle CDD's and HOA's in Central Florida, but we have a lot of experience, and we really care about our properties and customers. We always show up on time every time and we communicate with our customers. We don't take on more work than we can handle, and we don't over work our employees. This is our basic approach that we take. We educate and train our employees and management constantly, wea re on the cutting edge of technology and we really love landscape maintenance. We believe this is all you need to know about our approach. Our references will speak for themselves. You could call anyone from any of our contract and we are fully confident that you will get a positive review from all of them.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	ioute monaci in neu el suc	CONTACT Christine McCrary						
Closson Insurance Agency, LLC		PHONE (A/C, No, Ext): (407) 898-2211 FAX (A/C, No): (407) 898-1850  E-MAIL ADDRESS: CMcCrary@ClossonInsurance.com						
1201 S. Orlando Avenue								
Suite 200		INSURER(S) AFFORDING COVERAGE	NAIC#					
Winter Park	FL 32789	INSURER A: Southern-Owners Insurance Co	10190					
INSURED		INSURER B: AUTO OWNERS INSURANCE COMPANY	18988					
Helping Hand Lawn Care LLC		INSURER C: FFVA Mutual Insurance Co.	10385					
PO Box 1704		INSURER D: Upland Specialty Insurance	16988					
		INSURER E: Landmark American Insurance Company	33138					
Sorrento	FL 32776-1704	INSURER F:						
COVERAGES CERTIFICATE	NUMBER: 7.11.23 Mast	er REVISION NUMBER:						

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

NSR LTR			TYPE OF INSURANCE INSD WVD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	s 1,000,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
		5.7					MED EXP (Any one person)	s 10,000	
		Y	Y	72276187	07/11/2023	07/11/2024	PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'LAGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							s	
В	AUTOMOBILE LIABILITY		-	4927618700	07/11/2023	07/11/2024	COMBINED SINGLE LIMIT (Ea accident)	s 1,000,000	
	X ANYAUTO	-	Y				BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS	Y					BODILY INJURY (Per accident)	s	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	s	
							FL PIP Basic	s 10,000	
А	➤ UMBRELLA LIAB ➤ OCCUR					Marie Ti	EACH OCCURRENCE	s 4,000,000	
	EXCESS LIAB CLAIMS-MADE			4927618701	07/11/2023	07/11/2024	AGGREGATE	\$ 4,000,000	
	DED RETENTION \$ 10,000	-14	1					s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	Fil					➤ PER OTH- STATUTE ER		
C ANY PROPRIETOR/PARTNER/EXECUTIVE Y		N/A	Y	WC840-081578-2023A	07/11/2023	07/11/2024	E.L. EACH ACCIDENT	\$ 1,000,000	
	(Mandatory in NH)  If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
D/E	Excess Auto Liability Excess Auto Liability USXTL0396323 / L			USXTL0396323 / LHA103499	07/11/2023	07/11/2024	Each Occurrence Aggregate \$2MIL Excess of \$2MIL	\$2,000,000 \$2,000,000 \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Greater Orlando Aviation Authority, the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens advisory committees of each), officers, agents and employees are hereby included as Additional Insureds. including products and completed operations on a primary and non-contributory basis as required by contract per attached policy forms. Blanket Additional Insured and Waiver of Subrogation applies to the Auto Liability per attached policy forms. A Blanket Waiver of Subrogation applies to the Workers Compensation as required by contract per attached policy form. The Umbrella policy is follow form to the underlying General Liability and Employers Liability only. The Upland Excess Liability policy is follow form to the underlying Auto Liability only. The Landmark policy is in Excess of the Upland Excess policy and is follow form to the underlying Auto Liability Deductible/SIR = N/A. 30-Day Notice of Cancellation applies to General Liability,

CERTIFICATE HOLDER		CANCELLATION				
Greater Orlando Aviation Authority -	Purchasing CFID #409954	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
c/o Vertikal RMS, Inc. 1001 E 101st Terr Ste 235		AUTHORIZED REPRESENTATIVE				
Kansas City	MO 64131	A Company of the Comp				



#### Financial situation

Our current financial situation is very positive. We are locally owned and operated. We have adequate capital reserves and very good credit. We have never been through a bankruptcy or had any financial hardships. Our pricing is driven by our software systems and includes all costs and overhead. If you need any further information we would be happy to provide it in a confidential setting.

SECTION C.









#### **OUR SERVICES**

More Than Just Maintenance

#### **QAULIFICATIONS**

Certifications & Licenses

#### **PORTFOLIO**

• Juniper Communities

# LIVE OAK LAKE CDD BID DOCUMENTS Submitted by:

Susan Chapman King Client Relations Manager

407-717-6557



#### Dear Board of Directors:

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process for Live Oak Lake CDD. At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs. Our commitment to quality, dependability, and industry best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

Juniper has been servicing communities throughout Florida for over 20 years and our skilled teams are dedicated to your landscape initiatives. The Juniper Team has been providing landscape maintenance services to the Live Oak Lake CDD. This experience has given us knowledge in developing our proposal to meet the needs of the community.

We look forward to the opportunity to continue working with you and to discuss the enclosed information. If you have any questions, please contact me at 407-717-6557.

Thank you,

Susan Chapman King, Client Relations Manager Susan.Chapman@juniperlandscaping.com Junipercares.com

### **ROOTED IN FLORIDA HOW IT ALL STARTED**



Juniper was founded in 2001 on a small farmhouse in Fort Myers, Florida. This location now serves as our corporate headquarters, though we have had to add a few more buildings. Over 20 years ago we started with the commitment to provide the best value and an on-time project. This commitment has helped Juniper grow from a small custom landscape operation with just a few employees to multiple locations throughout Florida. A lot has changed over the last 20 years, and we pride ourselves on the technology, service, and quality we continue to provide.

Juniper was founded in Florida and all our leadership team lives in-state.



#### **CENTRAL**

**ORLANDO OCALA BELLEVIEW** WESLEY CHAPEL LAKELAND LITHIA

#### **WEST COAST**

**NAPLES** BONITA SPRINGS **FORT MYERS VENICE SARASOTA BRADENTON TAMPA** 

#### **EAST COAST**

FORT LAUDERDALE **WEST PALM** VFRO BFACH PORT ST LUCIE **MELBORNE VIERA** 

# COMPANY OVERVIEW SERVICES & QUALIFICATIONS



#### **DESIGN**



#### **BUILD**



**MAINTAIN** 



# Resources & Qualifications

- 1,800+ Team Members
- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professionals
- FNGLA Certified Landscape
   Contractors
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



## **CLIENT TEAM**

#### RESOURCES



#### **DESIGN - SUPPORT TEAM**

- IA Certified Irrigation Designers
- Landscape Designers
- Landscape Architects

#### **BUILD - SUPPORT TEAM**

- State Licensed Irrigation Designers
- Licensed Hunter & Rain Bird Installer
- Certified Landscape Contractors

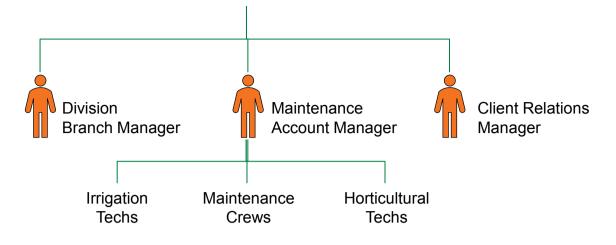
#### **MAINTAIN - SUPPORT TEAM**

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

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



### JUNIPER CLIENT TEAM



#### **BRANCH MANAGER**

Oversees the overall quality of the project, ensures contract items are completed timely and communication reports are being completed. Works with account manager on managing all tree pruning and enhancements.

#### **ACCOUNT MANAGER**

Works with association manager on updating of schedules and the quality control and verification of completion of work orders. Manages all service requests related to maintenance services and manages crews to meet scheduled services.

#### **IRRIGATION TECHNICIAN**

Performs inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

#### **FERTILIZATION & PEST CONTROL TECHNICIAN**

Performs regular inspections for shrub and lawn damaging insects such as mealybugs, aphids, spider mites, chinch bugs, sod webworms, and grubs.

#### **TURF MANAGEMENT**

Our account managers perform regular inspections for lawn damaging insects such as chinch bugs, sod webworms, and grubs. This, combined with our comprehensive irrigation and fertilization program, will keep turf areas thick and healthy.

#### **SHRUB MANAGEMENT**

Detailing includes trimming and pruning of all shrubbery, ornamental trees, and groundcover, removal of tree suckers, as well as the defining of bed lines and tree saucers. Our "weed first" approach ensures the spraying of pre and post emergent herbicides and pulling existing weeds is the project foreman's priority.

#### **FERTILIZATION & PEST CONTROL**

Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.

#### **WATER MANAGEMENT**

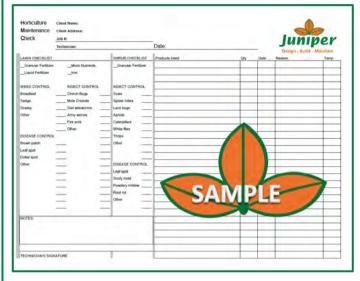
Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

### SERVICE REPORTS & MAPS

**SAMPLES** 



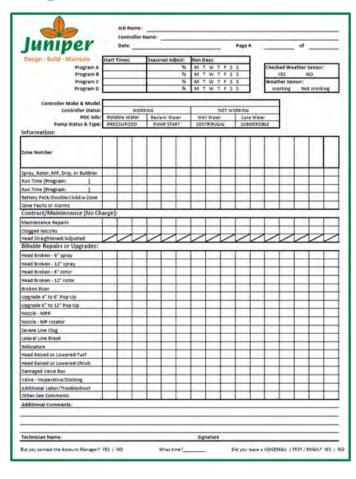
#### Fertilization & Pest Reports

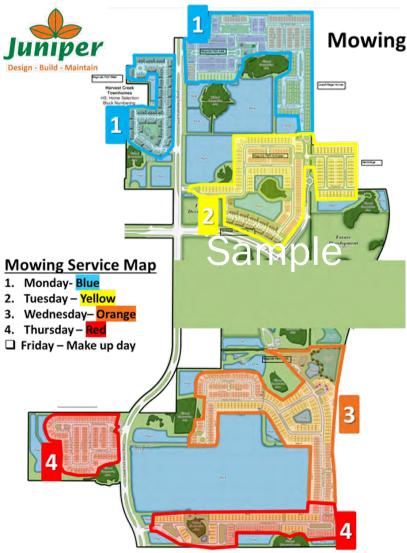


Regular service schedule maps are created for each community.

#### Service Rotation Map

#### **Irrigation Reports**









At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs.

Our commitment to quality, dependability, and industry-best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

### **CUSTOMER SERVICE**

#### **ON-SITE MANAGEMENT**

People make the difference. We understand that for many residents, speaking in person with a manager is preferable. For this reason, a manager always accompanies Juniper crews & is available on-site for communication & problem-solving.

#### 24/7 EMERGENCY SERVICES

When the unforeseen happens, we will be there when you need us. Call our dedicated number for 24/7 support.

# IN-HOUSE CUSTOMER CARE TEAM

We believe that providing great customer service is key providing the best in landscape services. To that end we create department dedicated to supporting residents, account managers & field teams.

To assist owners with maintenance and irrigation concerns, Juniper offers homeowners multiple options:

#### Option 1:

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

#### Option 2:

Email

<u>customerservice@juniperlandscaping.com</u>, noting the concern.

#### Option 3:

Call Customer Service at (239) 561-5980 to speak with a representative.



# JUNIPER SYNC WORK ORDER SYSTEM

Utilize our online work order system to create & track work orders for your property. Managers & residents can easily create an account to use immediately.

#### Highlights

- Live Dashboard/ Ticket Summary
- Ticket Aging
- Custom Filters
- Detailed Reporting
- Community Maps
- Knowledge Base
- Give a Gold Star





#### **TECHNOLOGY THAT MAKES A DIFFERENCE!**

Juniper Mapping uses drone imaging software to create an Orthomosaic image from hundreds and sometimes thousands of high-resolution images. This gives us the ability to evaluate the property at a deeper level, which allows us to provide our clients the following:

- Proactively identify potential issues
- Property specific reporting
  - Plant Health
  - Elevation
  - Annotation
  - Issues
- Documentation of improvement



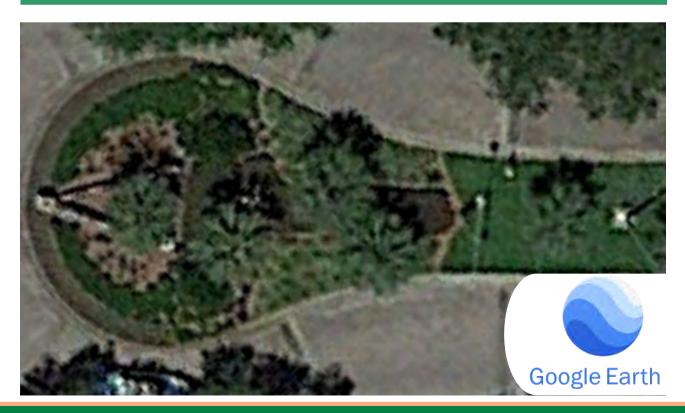




### **IMAGE QUALITY COMPARISON**



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





### TRACK IMPROVEMENTS SIDE-BY-SIDE



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



**REPORTING** 



### **COMMUNITY ANNOTATION REPORT**

Juniper Landscaping

### Stonecrest - Summerfield Annotation Report



Created on August 24, 2021

Captured on August 13, 2021



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

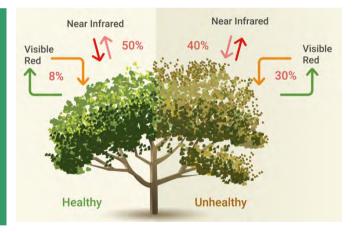






Healthy vegetation reflects more of certain types of light than unhealthy vegetation. Juniper Mapping creates a map that highlights differences within your area of interest.

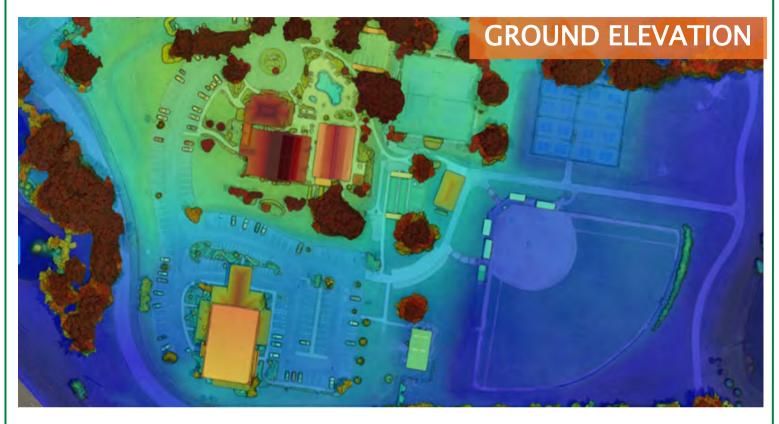
This tool allows us to quickly identify areas of concern at start-up to begin treatments and track progress.



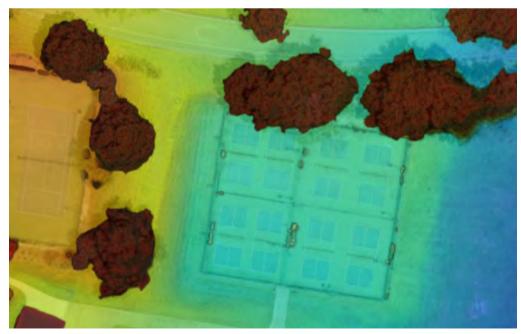


# JUNIPER MAPPING TOOLS



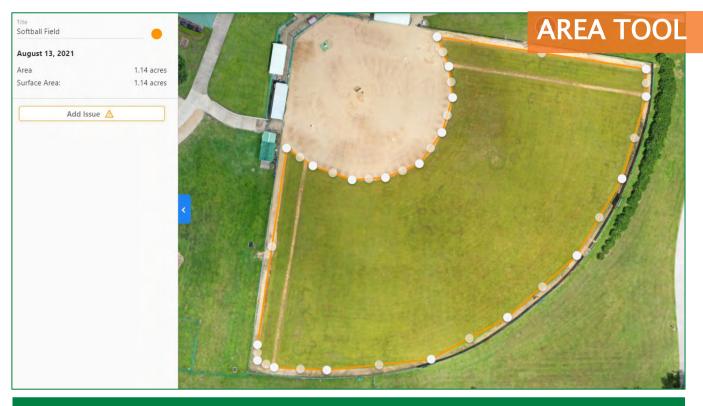


Juniper Mapping provides a complete elevation map, allowing us to make better decisions when it comes to the draining and movement of water.

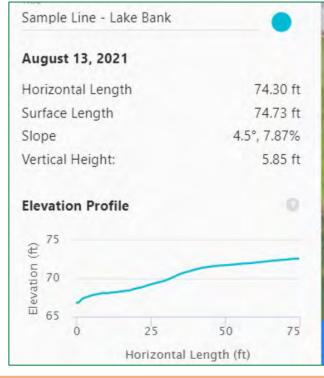


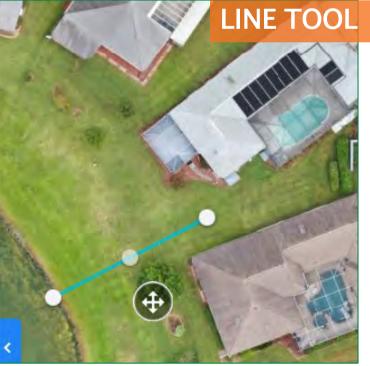


**TOOLS** 



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



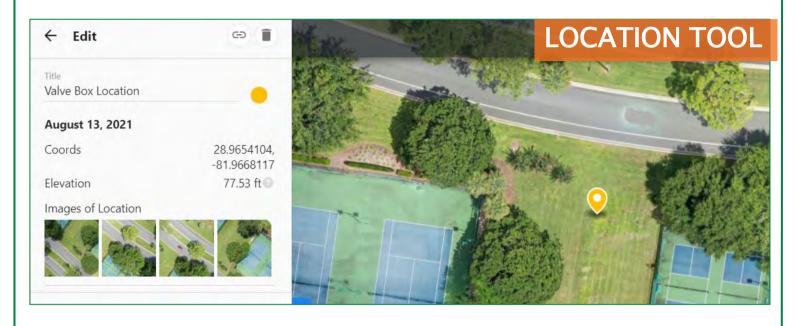




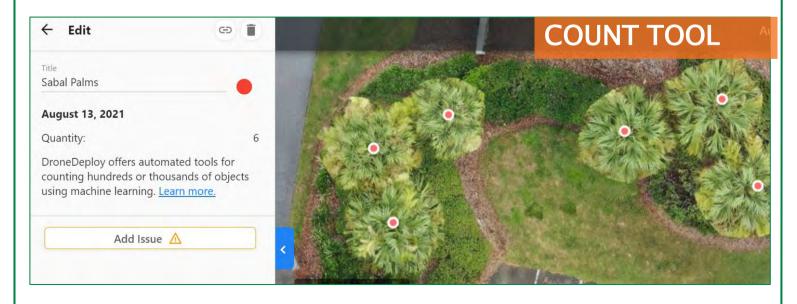


The Location Tool allows us to GPS locate/document anything in the community.

This is great for irrigation controllers, flush points, filters, valves, & shut offs.



The Count Tool makes creating an inventory of anything easy.



# LANDSCAPE MAINTENANCE

## JUNIPER HAS BEEN EXCEEDING INDUSTRY STANDARDS IN THE AREA OF QUALITY AND DEPENDABILITY IN FLORIDA SINCE 2001

Our landscape maintenance teams work closely with the irrigation and horticultural teams. This, combined with regular inspections from our dedicated account managers, helps ensure the job quality our clients have come to expect.







# LANDSCAPE INSTALLATION

# OUR DESIGN & INSTALLATION TEAMS MAKE AN AWARD-WINNING COMBINATION!

Our teams work hard to deliver a quality project on time and on budget.

- Landscape Design Firm of the Year
- Best Landscape Design Custom Home
- Merit Award Design Residential
- Award Best Landscape Design









### LANDSCAPE IRRIGATION





# STATE LICENSED IRRIGATION CONTRACTOR

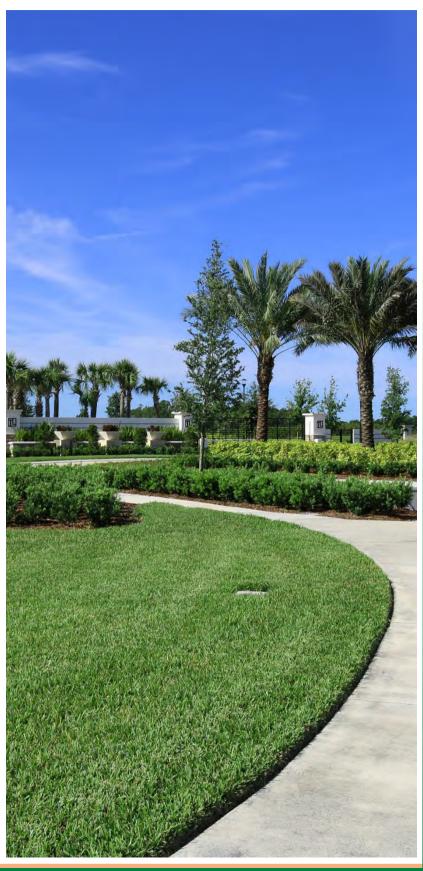
# What is a certified irrigation specialty contractor's license?

An irrigation specialty contractor's license is a certified (state-wide) specialty license developed by the Construction Industry Licensing Board to permit contractors to install, maintain, repair, alter, extend, manage, monitor, audit, or, if not prohibited by law, design irrigation systems.

#### **WATER MANAGEMENT**

Our industry experts can help guide you on the most effective way to use your water resources.

- Central control management
- Converting beds to drip irrigation
- E/T weather-based controllers
- Soil moisture sensors
- Pressure regulated components
- High efficiency sprinklers



## LANDSCAPE IRRIGATION



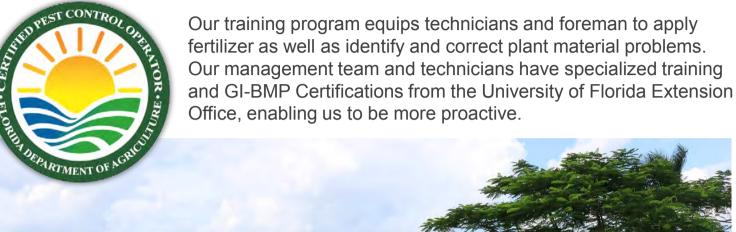
Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned in to the property manager for authorization.



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

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

# LANDSCAPE HORTICULTURE









### LANDSCAPE ARCHITECTURE

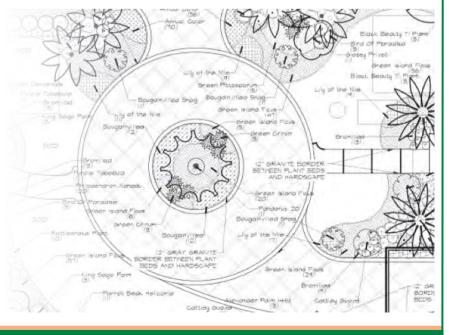
# COMPLETE LANDSCAPE ARCHITECTURE & DESIGN SERVICES

Our design team can help boards with master plans for communities. Providing design hardscape features, 3D renderings of landscape plans, and complete landscape plans.



#### **JUNIPER DESIGN TEAM**

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



### **NURSERY & TREE FARM**



# We know it because we grow it!





With our over 200 acres of nursery & tree farms we can deliver custom, quality plant material to fit the individual needs of our clients. Additionally, our dedicated plant buyer travels throughout the state in search of the best plant material.

By keeping our finger on the pulse of the plant market, we can maximize value for each client.





## **ARBORICULTURE**



JUNIPER has multiple ISA certified Arborists that are available for everything you may need for your tree health care. Preventive maintenance helps keep trees in good health while reducing any insect, disease, or site problems.

### WHY HIRE AN ARBORIST?

Arborists specialize in the care of individual trees. They are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly. Proper tree care is an investment that can lead to substantial returns. Well caredfor trees are attractive and can add considerable value to your property.



## STORM RESPONSE



## **RESOURCES WHEN YOU NEED THEM MOST!**

In preparation for and after a storm, Juniper has additional team members that are critical resources during storm events. They provide not only added manpower but bring with them the trucks and heavy equipment needed to handle storm clean up.



## **COMPANY RESOURCES**

- 1,800+ team members statewide
- 17 locations throughout Florida
- 10,000+ gallons of onsite fuel
- 300+ trucks in our fleet
- ISA Certified Arborists
- Landscape Designers & Architects
- Teams throughout Florida
- Extensive supply of heavy equipment



## AWARD WINNING LANDSCAPES

## **EXCEEDING INDUSTRY STANDARDS!**



#### **PINNACLE AWARDS**

- Best Landscape Design Custom Home
- Award Best Landscape Design
- Merit Award Design Residential
- Landscape Design Firm of the Year

### **AURORA AWARDS**

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

#### SAND DOLLAR AWARDS

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

### **SUMMIT AWARDS**

- Best Contracting Landscape 5-8 million+
- Merit Award for Infrastructure & Landscape

## **SAFETY & TRAINING**



We hold the safety of our clients & our team members in the highest regard. We have implemented a company wide safety program that is administered through our safety coordinator & local branch managers.

#### **Initial Hire Program**

- Safety rules
- New hire safety orientation
- Required & use of PPE

#### Safety Training Program

- Equipment certifications
- Weekly safety meetings
- Daily jobsite reviews
- Traffic control systems
- Best practices training
- Safety rewards/swag based on safety performance
- Online training tools

SCAN QR CODE TO WATCH VIDEO HIGHLIGHTS OF OUR IN-HOUSE TRAINING PROGRAM









# **CERTIFICATIONS & LICENSES**

## **OUR QUALIFIED TEAM**

At Juniper, many of our team members hold valuable certifications and licenses.

Their years of experience, along with additional training, enables them to provide our customers with answers they can trust.

#### **CERTIFICATIONS & LICENSES**

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural
   Professional

- FNGLA Certified Landscape Contractor
- ISA Certified Arborist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer
- Best Management Practices (BMPs)

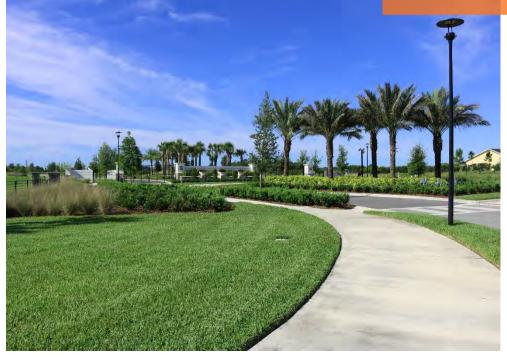


# PORTFOLIO: ST. CLOUD











# PORTFOLIO: OCALA





# WORLD EQUESTRIAN CENTER





# **DESIGN SAMPLES**





## **INSURANCE**





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER	CONTACT Lorie Frost				
Brown & Brown of FL, Inc Fort Myers 6611 Orion Drive #201	PHONE (A/C, No, Ext): 239-278-0278 FAX (A/C, No): 239-2	278-5306			
Fort Myers FL 33912	E-MAIL ADDRESS: Ifrost@bbftmyers.com				
- Common of the	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A : Hamilton Specialty Ins Co*	29424			
INSURED JUNIP-1	INSURER B : FCCI Insurance Company*	10178			
Juniper Landscaping of Florida, LLC	INSURER C: FCCI Commercial Insurance Co*	33472			
and each of its subsidiaries 5880 Staley Road	INSURER D : FCCI Commercial Ins Co	33472			
Ft. Myers FL 33905	INSURER E : AGCS Marine Ins Company				
	INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 576705792

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL SUI		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	's
D	Х	COMMERCIAL GENERAL LIABILITY		GL0019848	7/11/2017	7/11/2018	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
		CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence)  MED EXP (Any one person)	\$100,000 \$5,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:						\$
С	AUT	OMOBILE LIABILITY		CA100015500	7/11/2017	7/11/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Х	ANY AUTO					BODILY INJURY (Per person)	S
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	S
	Х	AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$1,000,000
								S
С	Х	UMBRELLA LIAB X OCCUR		UMB100015501	7/11/2017	7/11/2018	EACH OCCURRENCE	s10,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$10,000,000
		DED X RETENTION \$ NIL						\$
В		KERS COMPENSATION EMPLOYERS' LIABILITY  Y/N		76333	7/1/2017	7/1/2018	X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Man	datory in NH)					E.L. DISEASE - EA EMPLOYEE	s1,000,000
	If yes	i, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
E A		sed & Rented Equipment ution Liability		MZ193077814 AHSECC1129000	7/11/2017 12/21/2016	7/11/2018 12/21/2017	Lease/ Rented Pollution Liability Aggregate	200,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is agreed that the certificate holder, the contractor and the owner is included as additional insured as respects to general liability and auto liability. It is further agreed that such insurance as is afforded shall be primary and non-contributory with any other insurance in force for or which may be purchased by additional insured. Waiver of subrogation applies on the general liability, auto liability and workers compensation policies.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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

# Request for Taxpayer Identification Number and Certification

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

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

	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.								
	Juniper Landscaping of Florida, LLC									
	2 Business name/disregarded entity name, if different from above									
page 3.	Check appropriate box for federal tax classification of the person whose nam following seven boxes.	e is entered on line 1. Check o			certa	emptior ain entition uctions o	es, no	t indi	vidua	
e. ns on	Individual/sole proprietor or C Corporation S Corporation single-member LLC	☐ Partnership ☐	Trust/e	estate	Exem	npt paye	e code	e (if a	ny)	
typ	Limited liability company. Enter the tax classification (C=C corporation, S=	S corporation, P=Partnership)	▶F						-	
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from another LLC that is not disregarded from the owner for U.S. federal tax pure is disregarded from the owner should check the appropriate box for the tax.	om the owner unless the owner unless. Otherwise, a single-m	of the L	LC is		nption fr e (if any)	om FA	ATCA	repo	orting
Cit	Other (see instructions)	A classification of its owner.		- 1	(Applie	s to accour	ts maint	tained	outside	the U.S.)
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	Req	uester's	name ar						
See	5880 Staley Rd									
S	6 City, state, and ZIP code									
	Fort Myers, FL 33905									
	7 List account number(s) here (optional)						-			
Par	Taxpayer Identification Number (TIN)									
	your TIN in the appropriate box. The TIN provided must match the name		So	cial sec	urity ı	number				
	p withholding. For individuals, this is generally your social security num nt alien, sole proprietor, or disregarded entity, see the instructions for P				_					
	s, it is your employer identification number (EIN). If you do not have a n				_		J <u> </u>			
TIN, la	iter.		or							
	If the account is in more than one name, see the instructions for line 1.	Also see What Name and	Em	nployer i	denti	fication	numb	oer		
Numb	er To Give the Requester for guidelines on whose number to enter.		2	6 -	4	2 4	2	6	4	1
R-SEA										
Part					-					
	penalties of perjury, I certify that: number shown on this form is my correct taxpayer identification number	or for Lam waiting for a nu		ha iaa	.ad+	o mol.	d			
2. I am Sen	number shown on this forms my correct taxpayer identification minion in not subject to backup withholding because: (a) I am exempt from backup withholding as a result of a failure onger subject to backup withholding; and	kup withholding, or (b) I ha	ve not l	been no	tified	by the	Inte			
	a U.S. citizen or other U.S. person (defined below); and									
	FATCA code(s) entered on this form (if any) indicating that I am exempt	t from FATCA reporting is	correct.							
you ha acquis	cation instructions. You must cross out item 2 above if you have been not we failed to report all interest and dividends on your tax return. For real estaition or abandonment of secured property, cancellation of debt, contributio han interest and dividends, you are not required to sign the certification, but	ate transactions, item 2 does ons to an individual retiremen	not ap	oply. For gement	mort (IRA),	tgage in	teres eneral	t pai lly, p	d, aym	ents
Sign Here	Signature of U.S. person > Conden	Date l	•	1/29	8/5	00				
Ger	neral Instructions	• Form 1099-DIV (divident	ds, inc	luding t	hose	from s	tocks	s or	mutı	ıal
Section noted.	n references are to the Internal Revenue Code unless otherwise	• Form 1099-MISC (vario proceeds)	us type	es of inc	ome	, prizes	, awa	ards,	or g	ross
related	de developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted	<ul> <li>Form 1099-B (stock or transactions by brokers)</li> </ul>	mutual	fund sa	les a	ind cert	ain o	ther		
	ney were published, go to www.irs.gov/FormW9.	• Form 1099-S (proceeds	from r	eal esta	te tra	ansacti	ons)			
Purp	pose of Form	• Form 1099-K (merchan	card a	and third	d par	ty netw	ork t	rans	actio	ns)
inform	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	• Form 1098 (home morted 1098-T (tuition)	gage in	terest),	1098	3-E (stu	dent	loan	inte	rest),
	ication number (TIN) which may be your social security number	• Form 1099-C (canceled	debt)							
(SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number				red p	rope	rty)				
(EIN), t	to report on an information return the amount paid to you, or other nt reportable on an information return. Examples of information	Use Form W-9 only if y alien), to provide your cor	rect TII	N.						
	s include, but are not limited to, the following. n 1099-INT (interest earned or paid)	If you do not return For be subject to backup with								

• Form 1099-INT (interest earned or paid)

### **PROJECT MANUAL**

### **FOR**

# LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT Osceola County, Florida

Date of Issue: February 23rd, 2024 at 9:00 p.m. Due Date: March 25<sup>th</sup>, 2024 at 11:00 a.m.

## PROJECT MANUAL TABLE OF CONTENTS

PUBLIC NOTICE

I.

II.	INSTRUCTIONS TO PROPOSERS
III.	EVALUATION CRITERIA
IV.	AFFIDAVIT REGARDING PROPOSAL
V.	PROPOSAL FORMS PROPOSAL SUMMARY SHEET  PART I – GENERAL INFORMATION  PART II – PERSONNEL AND EQUIPMENT  PART III – EXPERIENCE  PART IV - PRICING  SIGNATURE PAGE
VI.	AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION
VII.	FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT
	Exhibit A – Scope of Services Exhibit B – Landscape Maintenance Map Exhibit C – Fee Summary Exhibit D – Form of Work Authorization

#### I. PUBLIC NOTICE

# LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

Osceola County, Florida

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

Firms desiring to provide services for this project must submit a written proposal **AND** a PDF file on a flash-drive no later than March 25<sup>th</sup>, 2024 at 11:00 a.m. (EST) to Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the day of the pre-proposal meeting. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager.

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

I. PUBLIC NOTICE

to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com.

All proposals will be publicly opened at a meeting of the District to be held at 11:00 a.m. (EST), March 25<sup>th</sup>, 2024, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 219 East Livingston Street, Orlando, Florida 32801 or by phone at 407-841-5524.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at 407-841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Live Oak Lake Community Development District Tricia Adams, District Manager

#### II. INSTRUCTIONS TO PROPOSERS

#### LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

#### **Landscape & Irrigation Maintenance Services**

Osceola County, Florida

#### **Instructions to Proposers**

- 1. **DUE DATE.** Sealed proposals ("**Proposals**") must be received from interested parties ("**Proposer(s)**") no later than **March**, **25**<sup>th</sup> , **2024**, **at 11:00 a.m. (EST)**, at Governmental Management Services Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith & Jarett Wright.
- **2. SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE/TIME	EVENT
February 23 <sup>rd</sup> , 2024	RFP Notice is issued.
February 23 <sup>rd</sup> , 2024 at 9:00 a.m.	RFP package available for pick-up or download ("Proposal Pick-Up Time")
February 23 <sup>rd</sup> , 2024 to	Site inspections available.
March 25th , 2024	
February 29 <sup>th</sup> , 2024 at 10:00 a.m.	Mandatory pre-proposal meeting.
March 13 <sup>th</sup> , 2024 at 5:00 p.m.	Deadline for questions.
March 25 <sup>th</sup> ], 2024 at 11:00 a.m.	Proposals submittal deadline.
March 25 <sup>th</sup> , 2024 at 11:00 a.m.	Public meeting to open bids.
April 3 <sup>rd</sup> , 2024 at 2:30 p.m.	Board Meeting to evaluation proposals received.

- 3. MANDATORY PRE-PROPOSAL MEETING. There will be a mandatory pre-proposal meeting beginning at 10:00 a.m. on February 29<sup>th</sup>, 2024, and located at 1408 Hamlin St, Unit E, St. Cloud, FL, 34771. Proposers who do not attend the pre-proposal meeting may be disqualified, in the District's sole discretion.
- 4. SIGNATURE ON PROPOSAL; CORRECTIONS. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

#### 5. [RESERVED]

- 6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.
- 7. **FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.
- 8. PROJECT MANUAL. The "Project Manual" and any addenda thereto, will be available from the District's Manager by sending an email to jwright@gmscfl.com beginning February 23<sup>rd</sup>, 2024 at 9:00 a.m. Proposers shall obtain a Project Manual prior to the mandatory pre-proposal meeting.
- 9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District.
- 10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, if the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.
- 11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Clayton Smith at <a href="mailto:csmith@gmscfl.com">csmith@gmscfl.com</a> and Jarett Wright at jwright@gmscfl.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to questions

or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Questions received after **March 13<sup>th</sup>**, **2024**, **at 5:00 p.m**. will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

- 12. Submission of Proposal. Submit one (1) hard copy and one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Live Oak Lake Community Development District Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All proposals will be publicly opened March, 25<sup>th</sup>, 2024, at 11:00 a.m. (EST), at the offices of Governmental Management Services Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.
- 13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.
- 14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.
- **15. PROPOSAL INFORMATION.** All Proposals should include the following information, among other things described herein:
  - A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
  - B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.

- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- E. A list of the total annual dollar value of work completed for the last three (3) years.
- F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- G. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.
- H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- I. Completed proposal pricing sheet. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided.
- J. A current Certificate of Insurance and proof of financial capability, as specified herein.
- 16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.
- 17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant

information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

- **18. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.
- CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice 19. of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("Contractor") is expected to commence work on or about October 1, 2024, or on such other date as may be specified by the district in a written Notice to Proceed. The contract shall be for a specified term and, upon expiration or termination, Contractor, if requested by the District, agrees to perform the services on a month-tomonth basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total proposal.

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

- **20. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the Mandatory Pre-Proposal Meeting. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.
- 21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims,

damages, costs and losses arising, in whole or in part, from its negligence or breach of contract, as more fully set forth in the contract form, provided herein.

- **22. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.
- 23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.
- **24. COLLUSION.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.
- **25. BLACK OUT PERIOD/CONE OF SILENCE.** The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.
- **26. PRICING.** Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.
- **27. REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender

shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

- **28. ADDITIONAL TERMS AND CONDITIONS.** No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.
- 29. **PROTESTS.** Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com.
- **30. PROTEST BOND.** Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

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

proposer shall be entitled to recover any costs of profithe outcome of any protest.	roposal preparation from the District, regardless

#### III. EVALUATION CRITERIA

#### LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

#### **EVALUATION CRITERIA**

1.	Personnel & Equipment	(20 Points Possible)	(	Points Awarded)
who w capabi equipm project	This category addresses the following signed personnel, including the projectill manage the property; present ability of performing the work; geographent; etc. Skill set includes certificates. Please include resumes, certification proposer's ability to meet deadlines at	ct manager and other s lity to manage this pro phic location; subcontu- tion, technical training ons, etc., with proposal.	specific oject; practor l g, and e . Pleas	ally trained individuals roposed staffing levels; isting; inventory of all experience with similar e also provide evidence
2.	<b>Experience</b>	(20 Points Possible)	(	_ Points Awarded)
project etc.	This category addresses past & curr ts; volume of work previously awarde	*		*
3.	<b>Understanding Scope of RFP</b>	(15 Points Possible)	(	_ Points Awarded)
as requested as re	This category addresses the follo standing of the District's needs for the uested by the District including price the ability to perform these services? the proposal as a whole appear to be octor use the forms provided from the least	e services requested? It ing, scheduling, staffing Were any suggestions the feasible, in light of	Does it ng, etc.'s for "both the sco	provide all information? Does it demonstrate est practices" included? pe of work? Did the
4.	Financial Capacity	(5 Points Possible)	(	Points Awarded)
should	This category addresses whether the ces and stability as a business entity ne include proof of ability to provide inside financial statements, or similar information.	ecessary to implement a surance coverage as req	nd exec	cute the work. Proposer
5.	<u>Price</u>	(25 Points Possible)	(	Points Awarded)
for Par	A full twenty-five (25) points will bets $1 - 4$ (the Contract Amount). AN			

BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount

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

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25).  $(210,000/265,000) \times 25 = 19.81$ , therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25).  $(210,000/425,000) \times 25 = 12.35$ , therefore, Contractor "C" will receive 12.35 of 25 points.

#### 6. Reasonableness of ALL Numbers (15 Points Possible) (\_\_\_\_\_ Points Awarded)

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

<u>Proposer's Total Score</u> (100 Points Possible) (\_\_\_\_\_ Points Awarded)

#### **Additional Information Regarding Evaluation**

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

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

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

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on April 3, 2024, at 2:30 p.m., but the District reserves the right to reschedule any such meeting.

#### IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF	<u>Florida</u>
COUNTY O	F Orange

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

- 1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_Branch Manager\_ for \_Juniper Landscaping ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.
- 2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Live Oak Lake Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.
- 3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.
- 4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.
- 5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1	_dated _3/15/24
Addendum No. 2	dated 3/15/24
Addendum No.	dated
	aateu
Addendum No.	_dated

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

the foregoing Africavit Regarding Proposal and that the foregoing is true and correct.
Dated this 22 day of March, 2024.
Proposer:Juniper Landscaping of Florida
STATE OF Florida COUNTY OF Orange
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of who is personally known to me or who has produced the sould be a substitution and of did are did not take the sould be substituted by the
as identification, and \( \square \) did not take the oath.
Notary Public State of Florida Print Name: Current Commission No.: 435818  EXPIRES: November 25, 2027  Notary Public State of Florida Print Name: Current Commission No.: 435818  My Commission Expires: Courrent Commission Expires: Courrent Commission Expires: Courrent Courrent Commission Expires: Courrent Courrent Commission Expires: Courrent C

#### V. PROPOSAL FORMS

#### **PROPOSAL FORM**

**FOR** 

#### LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

#### TO BE SUBMITTED TO:

# LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT c/o Governmental Management Services – Central Florida, LLC, on or before March 25, 2024 at 11:00am (EST)

TO: Live Oak Lake Community Development District

FROM: \_Juniper Landscaping of Florida\_\_ (Proposer)

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

All proposals shall be in accordance with the Project Manual.

#### **Proposal Form Contents:**

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

## PROPOSAL FORM PROPOSAL SUMMARY SHEET

Corpor	ennis Smith_ REPRESENTINGJuntation ("Proposer"), agree to furnish thing prices:		
I.	Contract Proposal Amount: (Please provide an average of all five years of pricing)	\$276,140.80	
	Annual Total, Year 1:	\$260,062.00	
	Annual Total, Year 2:	\$267,864.00	
	Annual Total, Year 3:	\$_275,899.00	
	Annual Total, Year 4:	\$284,177.00	<u></u>
	Annual Total, Year 5:	\$292,702.00	
II.	<b>Proposer Information</b>		
NAME	OF PROPOSER:Juniper Lan	dscaping of Florida	
	ESS:_285 Oak Ridge Road Orlando, IE 270 847-7554	Florida 32809 FAX: _NA	
SIGNA	ATURE: Dennis Smith		
PRINT TITLE	ED NAME: Dennis Smith  Branch Manager		
DATE:	March 22, 2024		

## PROPOSAL FORM PART I – GENERAL INFORMATION

1	ion:	
Proposer NameJunipe	r Landscaping of Florida	
Street Address 285 E. Oak 1	Ridge Road	
P. O. Box (if any)		
City <u>Orlando</u> State <u>Florio</u>	<u>da</u> Zip Code <u>32809</u>	
Telephone <u>270 847-7554</u>	Fax no	
1st Contact Name <u>Denn</u>	is Smith Title Branch Manager	
2nd Contact Name <u>Jake</u>	Rubin Title COO	
	any)Same as above	
1: 0: Bon (11 unj)		
City		
	State Zip Code	
Telephone	State Zip Code Fax no	
Telephone  1st Contact Name	State Zip Code Fax no Title	
Telephone  1st Contact Name	State Zip Code Fax no	
Telephone  1st Contact Name  2nd Contact Name  Company Standing:  Proposer's Corporate Form:	StateZip Code	
Telephone  1st Contact Name  2nd Contact Name  Company Standing:  Proposer's Corporate Form:	StateZip Code Fax noTitle  Title  Corporation	
Telephone	State	
Telephone	State	

	n
What are the Proposer's c	urrent insurance limits?
General Liability	\$2,000,000_
Automobile Liability	
Workers Compensation Expiration Date	\$_1,000,000_ 7/1/2024
1 ' D1 1: -4 - 11	applicable state and federal licenses, and state whether s
licenses are presently in go	ood standing:
licenses are presently in go Florida State License 26-4	ood standing: 242641
licenses are presently in go Florida State License 26-4 State of Florida Pest Contr	242641 rol License JB311476
licenses are presently in go Florida State License 26-4 State of Florida Pest Contr	242641 rol License JB311476
licenses are presently in go Florida State License 26-4	242641 rol License JB311476

## PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

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

Street Address 285 E. Ook Bidge Bood

	P. O. Box (if any)				
	City <u>Orlando</u> State <u>Florida</u> Zip Code <u>32809</u>				
	Telephone270 847-7554 _Fax noNA				
	1st Contact Name <u>Dennis Smith</u> Title <u>Branch Manager</u>				
	2nd Contact Name <u>Jake Rubin</u> Title <u>COO</u>				
•	Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:				
	1 Supervisors, who will be onsite 2 days per week;2 Technical personnel, who will be onsite _1 days per week; and3-5_ Laborers, who will be onsite _2 days per week. (Seasonally adjusted)				
•	Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resume for any individuals listed.				
•	Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes _x No If yes, please provide the following information for each person (attach additional sheets if necessary):				
	Name:Justin Watkins				
	Position / Certifications:Regional Agronomy Manager Pest Control Operator				
	Duties / Responsibilities:Oversees Fertilization and Disease & Pest Program				
	% of Time to Be Dedicated to This Project:20%				
	Please describe the person's role in other projects on behalf of the Proposer:  Project Name/Location: Twin Lakes HOA & CDD				
	Troject Tunic/Location. Twin Lakes HOA & CDD				

Project Type/Descripti	on:		
Duties / Responsibilitie	es:		
Proposer's Scope of Se	ervices for Project:		
Dates Serviced:			
Subcontractors – Does the Proposer intend to use any subcontractors in connection the work? Yes No _X For each subcontractor, please provide the following information (attach additional sheets if necessary):  Subcontractor Name			
Subcontractor Name _			
Street Address			
P. O. Box (if any)			
City	State	Zip Codex no	
City	StateFa	Zip Code	
City Telephone 1st Contact Name	StateFa	Zip Code x no Title	
City Telephone  1st Contact Name 2nd Contact Name	StateFa	Zip Code x no Title	
City Telephone  1st Contact Name 2nd Contact Name Proposed Duties / Resp	StateFa	Zip Code x no Title Title	
City Telephone 1st Contact Name 2nd Contact Name Proposed Duties / Resp Please describe the sub	StateFa	Zip Code  x no Title  Title	
City Telephone  1st Contact Name 2nd Contact Name Proposed Duties / Resp Please describe the sub Project Name/Location	StateFa	Zip Code  Ix no Title  Title  Title  r projects on behalf of the Proposer:	
City Telephone  1st Contact Name  2nd Contact Name  Proposed Duties / Resp  Please describe the sub  Project Name/Location  Contact:	StateFa	Zip Code Zip Code Title Title Title r projects on behalf of the Proposer:	

Dat	es Serviced:
that will	urity Measures - Please describe any background checks or other security measures were taken with respect to the hiring and retention of the Proposer's personnel who be involved with this project, and provide proof thereof to the extent permitted by law kground check on all Managers
E-v	erify all employees

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

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

Trovide the following information for key officers of	POSITION		INDIVIDUAL'S RESIDENCE
NAME	OR TITLE	RESPONSIBILITIES	CITY, STATE
Brandon Duke	CEO	Oversees all company operations	Ft. Myers, Florida
Dan deMont	CRO	Oversees company sales team	Ft. Myers, Florida
Jake Rubin	COO	Oversees operations	Tampa, Florida
Stacie Trace	CHRO	Oversees Human Resources	Ft. Myers, Florida
FOR PARENT COMPANY (if applicable)			
Not applicable			

## SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER:\_Juniper Landscaping of Florida\_\_\_\_\_ DATE: 3/22/24

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT /# OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Dennis Smith	BM	Oversees all branch operations	Twin Lakes	1 day	20+ years	30+years
Troy Tomes	AM	Oversees operations at Twin Lakes & CDD	Twin Lakes	5 days	15 years	40 years
Josh Wilson	FOM	Manage Production & Efficiencies	Branch	1 day	3 years	10 years
Justin Watkins	Regional Agronomy Manager	Agronomics	Branch	1 day	3 years	10 years
Omar Garcia	Irrigation Manager	Irrigation Repair & Maintenance	Branch	1 day	6 years	15 years

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

#### PROPOSER Juniper Landscaping of Florida

OHANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE
QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	LOCATIONS
1	72" John Deere Rider	All equipment designated to Twin Lakes	Stored at Facility
1	52" Wright Stander	All equipment designated to Twin Lakes	Stored at Facility
1	36" John Deere Stander	All equipment designated to Twin Lakes	Stored at Facility
3	Stihl Weed Eaters	All equipment designated to Twin Lakes	Stored at Facility
3	Stihl Edgers	All equipment designated to Twin Lakes	Stored at Facility
3	Stihl Back Pack Blowers	All equipment designated to Twin Lakes	Stored at Facility
2	Stihl Hedge /Trimmers	All equipment designated to Twin Lakes	Stored at Facility
1	Back Pack Sprayer	All equipment designated to Twin Lakes	Stored at Facility
1	Ford F-250 Crew Cab	All equipment designated to Twin Lakes	Stored at Facility
1	16'open Landscape Utility Trailer	All equipment designated to Twin Lakes	Stored at Facility

### PROPOSAL FORM PART III – EXPERIENCE

Yes _X No	ed work for a community dev following information for e	velopment district previously? vach project (attach additional sh	neets
Project Name/Location:	Live Oak Lake CDD		
Contact: Dennis Smith Con	ntact Phone: 270 847-7554	Project Type/Description:	_
Dollar Amount of Contract	t: \$260,062		
Scope of Services for Proje	ect: Full service landscape m	aintenance contract	_
			_ _ _
Dates Serviced: On g	going		_
			1.
for each of the last three (3	· · · · · · · · · · · · · · · · · · ·	oe and irrigation services work con	ıplete
for each of the last three (3 $2023 = \$8,000,000$	3) years:		
for each of the last three (3	· · · · · · · · · · · · · · · · · · ·		
for each of the last three (3 2023 = \$8,000,000 2022 = \$7,000,000 2021 = \$6,000,000  Please provide the following undertaken, or undertaken	3) years: ng information for each proje	ect that is similar to this project, cu The projects must include irr	2021 - rrent
for each of the last three (3  2023 = \$8,000,000  2022 = \$7,000,000  2021 = \$6,000,000  Please provide the following undertaken, or undertaken maintenance as well. Attack	B) years:  ng information for each proje en in the past five years.	ect that is similar to this project, cu The projects must include irr ary.	202] - rrent
for each of the last three (3  2023 = \$8,000,000  2022 = \$7,000,000  2021 = \$6,000,000  Please provide the following undertaken, or undertaken maintenance as well. Attack	B) years:  ng information for each proje  on in the past five years.  ch additional sheets if necesso  See attached reference lis	ect that is similar to this project, cu The projects must include irr ary.	2021 - rrent
for each of the last three (3  2023 = \$8,000,000  2022 = \$7,000,000  2021 = \$6,000,000  Please provide the following undertaken, or undertaken maintenance as well. Attack  Project Name/Location:  Contact:	ng information for each proje en in the past five years. ch additional sheets if necesse  See attached reference lis  Contact Phone:	ect that is similar to this project, cu The projects must include irr ary.	202
for each of the last three (3  2023 = \$8,000,000  2022 = \$7,000,000  2021 = \$6,000,000  Please provide the following undertaken, or undertaken maintenance as well. Attack  Project Name/Location:  Contact:  Project Type/Description:	ng information for each proje en in the past five years. ch additional sheets if necesse  See attached reference lis  Contact Phone:	ect that is similar to this project, cu The projects must include irr ary.	2021 - rrent

List of equip	pment used on site: Similar to the CDD
List of subc	ontractors used: None
List of subco	ontractors used
Is this a curr	rent contract? Yes _X No
Duration of	contract:
(Information	n regarding similar projects – continued)
	ne/Location: See attached reference list
Contact:	Contact Phone:
Project Type	e/Description:
Dollar Amo	ount of Contract:
How was the	ne project similar to this project? Yes
_	
	pany's Detailed Scope of Services for Project (i.e. fertilization, mowi
Your Comp	any 5 Detancy Scope of Scrytes for Project (i.e. ferinization mow)
-	ed control, thatch removal, irrigation, etc.):
-	

List of equipment used on site:	Similar to CDD
List of subcontractors used:	None
Is this a current contract? Yes _X_	No
Duration of contract:	
(Information regarding similar pro	ojects – continued)
Project Name/Location:	
Contact:Con	tact Phone:
Project Type/Description:	
	project?
Your Company's Detailed Scope o	of Services for Project (i.e. fertilization, mowing, pest
control, weed control, thatch remov	val, irrigation, etc.):
List of equipment used on site:	
List of subcontractors used:	

Duration of contract:	
(Information regarding similar p	rojects – continued)
Project Name/Location: See	e attached reference list
Contact:Co	ontact Phone:
Project Type/Description:	
Dollar Amount of Contract:	
How was the project similar to th	is project?
	of Services for Project (i.e. fertilization, mowing, pest oval, irrigation, etc.):
List of equipment used on site:	Similar as CDD
List of subcontractors used:	None
Is this a current contract? Yes _Σ	K No

Please note that Junip	per has a 86% retention rate; the average industry retention rate is 80-85%
Project Name/Location	on:
Contact:	Contact Phone:
Project Type/Descrip	tion:
Dollar Amount of Co	entract:
Scope of Services for	Project:
Dates Serviced:	
Reason for Terminati	on:
	e each violation, fine, and resolution  's current worker compensation rating?
•	Has the Proposer experienced any worker injuries
	losing more than ten (10) working days as a result of the injury in the
If yes, please describe	
from proposing or co	or not the Proposer or any of its affiliates are presently barred or suspended ntracting on any state, local, or federal contracts? If yes, please provide:
The names of the ent	ities
The state(s) where ba	rred or suspended
The period(s) of debs	
The period(s) of deba	rment or suspension

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

penaltie its princ Please c	and all governmental enforcement actions (e.g., any action taken to impose fings, licensure issues, permit violations, consent orders, etc.) taken against the Propositipals, or relating to the work of the Proposer or its principals, in the last five (5) y lescribe the nature of the action, the Proposer's role in the action, and the status aron of the action.
<u>]</u>	None
five (5)	and all litigation to which the Proposer or its principals have been a party in the years. Please describe the nature of the litigation, the Proposer's role in the litigation.
	status and/or resolution of the litigation.  None
Has the	
Has the officers or invol	None  Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer or principal members, shareholders or investors filed for bankruptcy, either volu
Has the officers or invol	Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer or principal members, shareholders or investors filed for bankruptcy, either volu untary, within the past 10 years? Yes (_) No (x_) If yes, provide the following:
Has the officers or invol	Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer principal members, shareholders or investors filed for bankruptcy, either voluntary, within the past 10 years? Yes (_) No (x_) If yes, provide the following: the Case #
Has the officers or invol	Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer principal members, shareholders or investors filed for bankruptcy, either voluntary, within the past 10 years? Yes (_) No (x_) If yes, provide the following: the Case #

officers or obligation	oposer or any of its corincipal members, sho e.g., failing to pay sub- ves, please explain:	areholders or inv	vestors defaulted o	on a loan or other find
officers or obligation	principal members, sho e.g., failing to pay sub	areholders or inv	vestors defaulted o	on a loan or other find
officers or obligation	principal members, sho e.g., failing to pay sub	areholders or inv	vestors defaulted o	on a loan or other find

### PROPOSAL FORM PART IV - PRICING

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

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

V. PROPOSAL FORMS

### **Live Oak Lake CDD Landscape Fee Summary**

Contractor: Juniper Landscaping Property: Live Oak Lake CDD

Address: 285 E Oak Ridge Road Address: 219 E. Livingston St.

Orlando, Florida, 32801

Email:

Orlando, Florida 32809 32801 Phone: 270.847.7554 Phone: 407-750-3599

Fax:

Contact: Dennis W. Smith Contact: JWright@gmscfl.com

Email: Dennis.smith@Juniperlandscaping.com

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
GENERAL SERVICES	07.111			7			002	7.00				223	. •
(Schedule A) -	10,132	10,132	10,132	11,821	13,510	16,887	16,887	16,887	13,510	11,821	10,132	10,132	\$151,983
Mowing/Detailing	ŕ	·	,	•	·	•	,						
TURF CARE	- U												
(Schedule B)	6,177	773	6,177	773	6,177	773	773	773	773	6,177	773	773	\$30,892
Bahia/St Augustine Fert													
TREE/SHRUB CARE													
(Schedule C)	273	273	4,364	1,604	273	2,760	1,604	1,604	2,760	273	273	4,364	\$20,425
Tree/Shrub Fert													
BED DRESSING - Estimate mulch yds													
(Schedule E - B.)					13,250						7,950		\$21,200
Per Yard Pricing: \$53.00					250 /Yd						150 /Yd		
PALM TRIMMING													
(Schedule E - C.) Per Palm Price:						2,346		5,790				2,346	¢40.400
Sylvestris Palms @ \$51.00						46						46	\$10,482
Sabal Palms @ \$30.00								193					
ANNUAL CHANGES - None at this time													
(Schedule E - A. )													\$0
Per Annual Pricing:													
IRRIGATION MAINT.													
(Schedule D)	2,090	2,090	2,090	2,090	2,090	2,090	2,090	2,090	2,090	2,090	2,090	2,090	\$25,080
TOTAL FEE PER MONTH:	\$18,672	\$13,268	\$22,763	\$16,288	\$35,300	\$24,856	\$21,354	\$27,144	\$19,133	\$20,361	\$21,218	\$19,705	\$260,062

	Flat Fee Schedule	\$21,672	\$21,672	\$21,672	\$21,672	\$21,672	\$21,672	\$21,672	\$21,672	\$21,672	\$21,672	\$21,672	\$21,672	\$260,062
--	-------------------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	-----------

Essential Services	\$228,380			
Mowing/Detailing/Irrigation/Fert and Pest				

Extra Services	\$31,682
Annual Changes, Palm Pruning, Mulch	

Initials		

### PROPOSAL FORM SIGNATURE PAGE

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

Dated this 22 day of	march , 2024.
	Proposer: Juniper Landscaping of Florida_ By: Dennis Smith
	Title: Branch Manager_
STATE OF Florida	_
COUNTY OF Orange	
The foregoing instrument was swo	rn to (or affirmed) and subscribed before me by means of $\square$ physical
	day of March, 2024, by Susan Chamin of
	personally known to me or \( \square\) who has produced
Univer lancasina a	s identification, and □ did or □ did not take the oath.
7	
	Notary Public State of Florida
and the	Print Name: Curmon Couman
CARMEN GUZMAN	Commission No.: 4858\8
MY COMMISSION # HH 425818 EXPIRES: November 25, 2027	My Commission Expires: 1000 Mber 25, 2027

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

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

OFFICIAL AUTHORIZED TO ADMINISTER OATHS.
Name of Proposer: Juniper Landscaping of Florida
I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state that:
Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing
<ol> <li>I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):         <ul> <li>a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;</li> <li>b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;</li> <li>c. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;</li> <li>d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and</li> <li>e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.</li> </ul> </li> <li>I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").</li> <li>I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.</li> <li>Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)</li> </ol>
_x_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.
The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of

the Prohibited Criteria.

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

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

### E-Verify

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

#### Non-Collusion

- 1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
- 2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
- 3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary
- 4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING

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

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

Dennis Smith

Signature of Authorized Signatory of Proposer

Sworn before me on Mich 22, 2024

Notary Public Signature

**Notary Stamp** 



Addendum #1
Live Oak Lake CDD RFP 2024
Landscape Maintenance Services

March 15, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

#### **CLARIFICATIONS/QUESTIONS:**

Q1: How many yards of mulch to be included in the contract?

A1: The contract should include 400 yds of mulch. 250 In May 150 in November.

Q2: Is the Landscape vendor responsible for "Wet Checks"?

A2: Yes this is clearly defined in Component D of the scope. Also please refer to the "Supplemental Irrigation Specification for Component D"

Q3: Are vendors allowed to attend the meeting on April 3rd, 2024.

A3: CDD meetings are open to the public and vendors are allowed to attend the meeting. The meeting will be held on April 3rd, 2024, at the Celebration public library. There is limited space in the meeting room and it is requested that if you intend to attend the meeting, please utilize the zoom link that will be posted on the CDD's website, <a href="https://www.liveoaklakecdd.org">www.liveoaklakecdd.org</a>, when the agenda is released a week prior to the meeting. There is no guarantee that the board will want to meet with bidders, or listen to bid presentations at this time. The board will have sole discretion on how they wish to proceed with the meeting.

- Q4: Please provide an overall palm count broken down by palm type.
- A4: It is expected that any potential bidder will inspect the property, and gather any information related to palm trees on their own accord. The CDD will not be supplying this information to bidders. Please use the area map provided to review CDD areas.
- Q5: Please provide an irrigation zone count.
  - A5: The East / West controller has 59 stations, the North / South controller has 64 stations
- Q6: Please delineate areas sodded with St Augustine, Bahia and Zoysia turf
- A6: It is expected that any potential bidder will inspect the property, and gather any information related to the turf on their own accord. In general, there is bahia sod along the pond banks, and St. Augustine everywhere else. However, bidders are expected to verify this information themselves and obtain sod coverage area on their own.
- Q7: Please provide all mulch types used on the property and locations where each will be used.
- A7: Chocolate Cypress Mulch is the preferred mulch for the property. This will be used in all CDD mulch beds including roundabout monuments, viburnum hedge lines, and other plant beds on CDD property.
- Q8: On the form "SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK", does the field "% OF TIME TO BE DEDICATED TO THIS PROJECT" refer to their time spent on the project as a percentage of the total project period or as a percentage of their overall time spent working out of the year, including on unrelated projects?
- A8: The account manager assigned to this project is expected to supervise the onsite crews as much as possible, and be available for meetings with district staff as described in the scope.
- Q9: On Proposal Form Part III Experience, is a full list of work performed for community development districts required? Should examples listed be restricted to a certain area, time period, or size of project performed?
- A9: The experience list should include all CDD's that the contractor has serviced in the state of Florida that they wish to include to validate their services. References and other information to such is for the bidder to show board members their experience with similar projects. The bidder should answer this question and provide information at their own discretion.
- Q10: On Proposal Form Part III Experience, please provide specific requirements for projects <u>"similar to this project"</u> beyond the requirement that they also include irrigation maintenance
- A10: Page 9, section 20 of the RFP packet that was provided explains the only mandatory requirements for contractors. When listing projects similar to this project we are looking for previous CDD's / HOA's that the contractor serviced, properties whose contract values are similar, or other large corporate / government projects. We understand that not every contractor will have experience with working for CDD's in the past, and this will not automatically disqualify you from

bidding or being considered. This is meant to be up to the bidders discretion to best display their past performance.

Q11: On Proposal Form Part IV – Pricing, a subheading on the field "TURF CARE" specifies "Bahia/St Augustine Fert". However, the specifications include additional requirements for turf care under Component "B" beyond fertilization including insect/disease control. Should these additional services be included in the pricing under "TURF CARE" or elsewhere?

A11: This pricing should be included in the "TURF CARE" section on the fee summary schedule.

Q12: On Proposal Form Part IV – Pricing, a subheading on the field "TREE/SHRUB CARE" specifies "Tree/Shrub Fert". However, the specifications include additional requirements for bed care under Component "C" beyond fertilization including insect/disease control. Should these additional services be included in the pricing under "TREE/SHRUB CARE" or elsewhere?

A12: This pricing should be included in the "TREE/SHRUB CARE" section.

Q13: Will irrigation repairs not necessitated by negligence on the part of the bidder be considered additional billable services? Will these repairs be subject to the hourly irrigation rate provided on Proposal Form Part IV?

A13: Yes, any irrigation repairs that are not a result of negligence will be billed separately then the standard contract. The contractor should alert the District Field Manager and Irrigation Consultant of any needed repairs and submit a proposal for the repair.

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

NAME OF FIRM:	
Juniper Landscaping of Florida	
SIGNATURE: Dennis Smith	
DATE: 3/22/24	

Addendum #2	
Live Oak Lake CDD RFP 2024	
Landscape Maintenance Services	

March 15, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

#### **CLARIFICATIONS/QUESTIONS:**

C1: Component D - Irrigation Maintenance - Scope of Services

C1: Please also review and include the specifications defined in the "Supplemental CDD Irrigation Spec Component D" when creating your bid. This has been provided with this addendum in a separate document.

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

NAME OF	FIRM:
Junipe	Landscaping of Florida
SIGNATU	RE:
	nnis Smith
DATE:	3/22/24

#### **Supplemental Irrigation Maintenance Specification** "Component D"

#### IRRIGATION

#### A. Water Application & Scheduling:

- 1. Hand water as needed to supplement natural rainfall and maintain plantings ina healthy, stress-free condition. It is the contractor's responsibility to work with the irrigation management company to make sure that plants receive adequate water regardless of weather conditions.
- 2. It is the responsibility of the contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the contractor.
- 3. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the landscape maintenance contractor of the responsibility to provide adequate irrigation. It is the contractor's responsibility to make sure that the irrigation system is maintained and operates properly.
- 4. The contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the owner's authorized representative in writing. If the contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the contractor shall be responsible for all damages resulting from the broken irrigation system component.
- 5. When breakdowns or malfunctions exist, the contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and will be billed as additional work (see items that qualify for additional work payments as outlined below), the labor costs for hand watering may also be submitted for payment as noted in the General Requirements section of these specifications. Do not wait for approval to begin hand watering if it is required to save the plantings.

#### B. Irrigation System Scheduled Maintenance:

- Each valve zone shall be observed for signs of damage, dryness or wetness on a Monthly basis during the irrigation season. By mow crew, weed crew or Vendor project manager.
- 2. The Irrigation maintenance contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.
- 3. Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems

- shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.
- 4. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.
- 5. Irrigation Pumps and Filters should be check for operating pressure along with cleaning any filters on a weekly basis. Reports of filter cleaning should be submitted in writing.

### C. Irrigation System Repair:

The landscape maintenance contractor shall replace or repair, at the landscape maintenance contractor's expense, any irrigation components damaged, unless due to excluded damage. Repairs shall be made within two days of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The contractor shall make notification of needed repairs within two days of the day the damage occurred as noted in the General Requirements section of these specifications. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler heads, sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position, valve boxes (ie; raise, lower, or straighten sprinkler head or valve box), replacement of clogged, broken, or missing barbedstyle drip emitters, replacement or repositioning of drip distribution tubing

- Any replacement of irrigation system components shall be made with materials
  of the same manufacturer and model as the original equipment. Substitutions of
  materials other than original equipment will be approved only when the original
  equipment has been discontinued and is no longer available for purchase at any
  location. The substituted equipment must be completely compatible with the
  original and must be approved in advance by the owner's authorized
  representative.
- 2. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.
- 3. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches (30 cm) above ground level. If the existing sprinklers are mounted on above-ground risers, the replacements shall be pop-up type sprinklers. No exceptions, ever!
- 4. If any existing sprinklers at this site are installed on risers above the ground level, submit a quote for additional work to the owner's authorized representative covering the cost of removal and replacement of these sprinklers

- with new, spring-loaded, pop-up type, sprinklers. Submit the quote within two weeks of being awarded this contract.
- 5. The contractor shall check the entire irrigation system weekly ie: mow crew, weed crew or vendor project manager for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the contractor's negligence and shall be replaced at the contractor's expense.
- 6. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallon rating and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.
- **XII. Reports and Schedules -** The contractor shall provide to the Owner the following reports and schedules.
  - A. The Contractor shall submit to the Owner a Monthly Schedule of Work based on the Schedule of Services. The Monthly Schedule of Work shall indicate the proposed date of services and any recommended changes to the Schedule of Services for approval by the Owner.
  - B. Weekly Progress Reports shall be provided which clearly show the specific maintenance activities performed for each property. The weekly report shall also be used to identify any problems that may occur or extra work that may be required. The report shall also include a chemical application log as specified in Exhibit C. A sample report is provided. This report shall be submitted by 9:00 a.m. Monday morning of the week following the week of service.
- II. Irrigation Contractor shall work with "IMC" Irrigation Management Consulting see Exhibit "B", Contractor shall notify Owner of any site changes. Contractor shall notify the Owner of any malfunction or damage to the system. The cost of each repair will be billed per item and number of hours by the Contractor. Should it be determined that damage is caused through negligence of the Contractor, the Contractor shall pay the cost for such repair. These costs shall be paid directly by the Contractor.

# Component B - Supplement Water Management/Consultant

You are working with a remote management irrigation system. The information below is for your assistance.

### **Program Changes**

If you need the current program changed at your property, we ask that you;

- Call our office, 407.376.9734 or email the changes to <a href="mailto:support@imcirrigation.com">support@imcirrigation.com</a>
- Inform us what property and zone needs to be changed, controller location
  - Inform us of any other special needs watering; fertilization, new seed, or new sod.
  - It will only be changed by going through our office, if you change it manually on the controller without informing us of the change we won't know and our computer will override it.

#### **Manual Watering**

If you need specific zones turned on at any time between 8am-5pm M-F call our office, 816.492.5100. (Advance notice would be recommended, typically the day before)

- Inform us what zone needs to be turned on and for how long.
- We can turn on the stations remotely, this will help you not having to go back and forth to the control box.

#### **PIN Codes**

Our controllers have Pin Codes in them, you have to put in your PIN code in order to access the box. If a controller is locked by a pin code and you do not have one or yours is not working.

- Call our office 407.376.9734 or e-mail us at support@imcirrigation.com.
  - We can set you up with one or we can reset yours to help you gain access.

#### New Sod

If you are putting down new sod on the property, we ask that you give us at least 24 hours' notice

- Inform us the zone numbers in which the sod will be laid.
- Any specifications you have about the sod that we need to be aware of.
- We will then set up the program through our software and run it accordingly.

#### **System Repairs**

- When working on the property fixing the system, or notice something is broken. Please call our office or e-mail us with this information.
- If you need the system shut down while repairing something, please call and tell us. This helps to make sure nothing runs that could jeopardize your repair.

These efforts will help us better serve our client together. If you have any questions or concerns please feel free to contact us.

### Live Oak Lake CDD



PROPERTY BOUNDARY MAP - Mapa del Perimetro de la Propiedad

Nolte Road St.Cloud FL



### Live Oak Lake CDD



PROPERTY BOUNDARY MAP - Mapa del Perimetro de la Propiedad

Nolte Road St.Cloud FL



### LIVE OAK CDD

Nolte Road St. Cloud FL

PROPERTY BOUNDARY MAP - Mapa del Perimetro de la Propiedad



## **CLIENT REFERENCES**



### Twin Lakes HOA: Belinda Wilhelmson Management - Artemis

(belindaw@artemislifestyles.com 352 455-0366

4910 Twin Lakes Blvd. St. Cloud, Florida 34772

Value \$750,000 + (3 years of service)

All Common Areas and homes full- service maintenance

### Village Walk at Lake Nona: Eliott Aleman, Senior Property Manager

Eliott.aleman@grandmanor.com 786 213-5696

8524 Insular Lane Orlando, Florida 32827

Value \$3,000,000 + (1 year of service)

Full maintenance service of over 1400 homes and common areas

### StoneyBrook West HOA: Terri Grance, LCAM

tgrace@lelandmanagement.com

407 929-5273 1201 Black Lake Blvd. Winter Garden,

Florida 34787 Value \$300,000 + (3 years service)

Full- service maintenance of common areas

### Consolidated Balance Sheets December 31, 2022 and 2021

A	2022	2021
Assets		
Current assets:	A	
Cash	\$ 5,962,563	\$ 8,322,389
Accounts and other receivables, net	22,546,107	13,315,180
Contract assets	1,185,084	1,225,871
Costs and estimated earnings in excess of billings		
on contracts	3,840,005	2,623,916
Inventories	1,661,366	1,488,243
Prepaid expenses and other current assets	1,236,701	2,521,710
Total current assets	36,431,826	29,497,309
Property and equipment, net	29,222,081	29,567,363
Operating lease right of use asset, net	7,561,067	,,
Finance lease right of use asset, net	327,632	_
Goodwill, net	164,473,179	167,766,065
Tradename, net	14,041,699	14,739,715
Note receivable	646,095	14,700,710
	•	120.202
Deposits	346,362	139,293
Total assets	\$ 253,049,941	\$ 241,709,745
Liabilities and Members' Equity		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 16,165,013	\$ 10,959,069
Current maturities of installment notes payable	3,339,770	2,228,570
Current maturities of long-term debt	957,000	957,000
Billings in excess of costs and estimated earnings		
on contracts	1,140,006	558,483
Current maturities of contingent consideration	-	549,077
Income taxes payable	3,245	97,377
Short-term operating lease liability	844,755	-
Short-term finance lease liability	120,629	-
Deferred revenues	1,067,974	1,144,847
Total current liabilities	23,638,392	16,494,423
Line of credit	2,500,000	5,000,000
Deferred income taxes	2,300,000	79,663
Contingent consideration, net of current maturities	1,114,050	50,641
Installment notes payable, net of current maturities	7,236,905	3,878,942
Long-term debt, less current maturities and unamortized	7,200,000	0,070,012
deferred loan costs	107,808,512	92,115,700
Long-term operating lease liability	6,812,669	-
Long-term finance lease liability	230,656	_
Total liabilities	149,341,184	117,619,369
Commitments and contingencies (Notes 9, 10, 11, 12, 14 and 17)		
Members' equity	103,708,757	124,090,376
Total liabilities and members' equity	\$ 253,049,941	\$ 241,709,745

Consolidated Statements of Operations
For the year ended December 31, 2022 (Successor),
for the period from December 30, 2021 through December 31, 2021 (Successor),
and the period from January 1, 2021 through December 29, 2021 (Predecessor)

	Succ	Predecessor			
	Year Ended December 31, 2022	Period from December 30, 2021 through	Period from January 1, 2021 through		
		December 31, 2021	December 29, 2021		
Contract revenues – installation and construction	\$ 49,959,628	\$ 121,604	\$ 46,909,109		
Landscape maintenance contracts revenue	116,167,932	113,151	74,067,582		
Total revenues	166,127,560	234,755	120,976,691		
Cost of contract revenues	37,167,331	74,196	32,532,463		
Cost of revenues – landscape maintenance contracts	64,029,853	62,945	43,681,254		
Total cost of revenues	101,197,184	137,141	76,213,717		
Gross profit	64,930,376	97,614	44,762,974		
Operating expenses:					
Salaries and wages	13,571,708	91,899	10,392,597		
Depreciation and amortization	28,082,157	149,861	8,636,522		
General, administrative and other shop expenses	37,000,150	366,579	24,814,568		
Total operating expenses	78,654,015	608,339	43,843,687		
Operating (loss) income	(13,723,639)	(510,725)	919,287		
Financial expense (income):					
Interest expense	9,468,672	41,379	2,482,400		
PPP loan forgiveness	-	-	(7,636,900)		
Total financial expense	9,468,672	41,379	(5,154,500)		
(Loss)/income before income tax					
benefit	(23,192,311)	(552,104)	6,073,787		
Income tax benefit	(63,794)	-	(22,353)		
Net (loss) income	\$ (23,128,517)	\$ (552,104)	\$ 6,096,140		

Consolidated Statements of Changes in Members' Equity
For the year ended December 31, 2022 (Successor),
for the period from December 30, 2021 through December 31, 2021 (Successor),
and the period from January 1, 2021 through December 31, 2021 (Predecessor)

Balance, December 30, 2021 (successor period) Application of push down accounting Capital contributions Net loss	\$	- 124,320,473 322,007 (552,104)
Balance, December 31, 2021 (successor period)	\$	124,090,376
Equity based compensation		2,746,898
Net loss		(23,128,517)
Balance, December 31, 2022 (successor period)		103,708,757
Balance December 31, 2020 (predecessor period)	\$	15,796,299
Net income		6,096,140
Capital contributions		3,706,604
Distributions		(2,535,000)
Balance, December 29, 2021 (predecessor period)		23,064,043

Consolidated Statements of Cash Flows
For the year ended December 31, 2022 (Successor),
for the period from December 30, 2021 through December 31, 2021 (Successor),
and the period from January 1, 2021 through December 29, 2021 (Predecessor)

		Predecessor		
	Period from			Period from
	Year ended December 31, 2022		December 30,	January 1, 2021
			2021 through	through
			December 31,	December 29,
			2021	2021
Cash flows from operating activities:				
Net (loss) income	\$ (2	23,128,517)	\$ (552,104)	\$ 6,096,140
Adjustments to reconcile net (loss) income to net cash				
provided by operating activities:				
Depreciation and amortization	2	28,040,220	149,861	8,636,522
Equity based compensation expense		2,746,898	-	-
Amortization of right of use asset operating leases		1,277,287	-	-
Amortization of right of use asset finance leases		41,937	-	-
Forgiveness of PPP Loan		-	-	(7,636,900)
Accrued payment-in-kind interest on subordinated				
notes payable		-	-	479,551
Amortization of deferred loan costs		649,812	-	80,997
Loss on disposal of property and equipment		602,662	-	(64,083)
Changes in the estimated fair value of				, ,
contingent consideration		764,332	_	(189,524)
Measurment period adjustment		2,309,046	_	-
Deferred income taxes		(79,663)	_	(130,196)
Changes in operating assets and liabilities:		(10,000)		(100,100)
(Increase) decrease in:				
Accounts and other receivables, and				
contract assets		(8,318,742)	(89,608)	(1,455,420)
Cost and estimated earnings in excess of		(0,310,742)	(69,000)	(1,433,420)
billings on contracts		(1,178,899)	(8,553)	1,412,736
Inventories		(156,947)	(4,960)	(382,498)
		1,285,009	, ,	, ,
Prepaid expenses			793,719	(468,417)
Deposits		(207,069)	-	-
Increase (decrease) in:		F 477 700	005 000	4 000 000
Accounts payable and accrued liabilities		5,177,730	285,833	1,686,306
Billings in excess of costs and earnings on contracts		581,523	10,814	(305,611)
Deferred revenues		(76,873)	12,308	767,273
Operating lease liabilities		(1,180,930)	-	-
Finance lease liabilities		75,295	-	-
Other long-term liabilities		-	-	(977,266)
Income taxes payable		(94,132)	-	(13,521)
Net cash provided by operating activities		9,129,979	597,310	7,536,089
Cash flows from investing activities:				
Business acquisitions, net of cash acquired	(	18,159,136)	-	(13,138,412)
Purchases of property and equipment		(2,237,571)	-	(4,775,169)
Acquisition of Juniper Landscaping Holdings, LLC				
net of cash acquired		-	(90,658,504)	-
Proceeds from disposals of property and equipment		245,977	-	197,335
Issuance of note receivable		(663,917)	-	-
Collection on note receivable		17,822	-	_
Net cash used in investing activities		20,796,825)	(90,658,504)	(17,716,246)
· · · · · · · · · · · · · · · · · · ·		- ,, <b></b> /	(55,000,004)	(11,110,240)

(Continued)

Consolidated Statements of Cash Flows (Continued)
For the year ended December 31, 2022 (Successor),
for the period from December 30, 2021 through December 31, 2021 (Successor),
and the period from January 1, 2021 through December 29, 2021 (Predecessor)

	Successor			Р	redecessor	
	Period from		Period from			
	Y	ear ended		ecember 30,	Jar	uary 1, 2021
	De	ecember 31,	2	021 through		through
		2022	D	ecember 31,	De	ecember 29,
				2021		2021
Cash flows from financing activities:						
Member distributions	\$	-	\$	-	\$	(2,535,000)
Contributions from members		-		322,007		3,706,604
Payment of contingent consideration		(250,000)		-		(207,258)
Proceeds from long-term debt		16,000,000		93,072,700		-
Payments on long-term debt		(957,000)		-		(1,345,727)
Payments of letters of credit		(5,000,000)		-		-
Proceeds from line of credit		2,500,000		5,000,000		-
Repayments of finance leases		(93,579)		-		-
Payments on installment notes payable		(2,892,401)		(11,124)		(559,822)
Net cash provided by (used in)						
financing activities		9,307,020		98,383,583		(941,203)
Net (decrease) increase in cash		(2,359,826)		8,322,389	(	11,121,360)
				, ,	Г	
Cash:						
Beginning of period		8,322,389		_		13,857,563
20 2 c ha as		-,- ,				
End of period	\$	5,962,563	\$	8,322,389	\$	2,736,203
		-,,	<u> </u>	0,022,000	Ť	
Supplemental schedule of cash flow information:						
Cash paid for interest	\$	8,488,208	\$	-	\$	1,322,441
Cash paid for income taxes	\$	-	\$	-	\$	121,365
Operating lease right of use assets (Adoption of ASU No.2016-02)	\$	6,476,494	\$	-	\$	, <u>-</u>
Operating lease liabilities (Adoption of ASU No.2016-02)	\$	6,476,494	\$	_	\$	_
Finance lease right of use assets (Adoption of ASU No.2016-02)	\$	172,515	\$	_	\$	_
Finance lease liabilities (Adoption of ASU No.2016-02)	\$	245,989	\$	_	\$	_
,		•	·		ľ	
Supplemental schedule of noncash investing						
and financing activities:						
Equity contributed by Juniper Group Acquisition, LLC						
under push down basis of accounting	\$	_	\$	124,320,473	\$	_
Equipment acquired under installment notes payable	\$	7,361,564	\$	-	\$	3,400,404
Contingent consideration related to business acquisition	\$	-	\$	_	\$	789,241
	Ψ.		4		Ψ.	

SECTION d.



# LIVE OAK LAKE CDD MAINTENANCE PROPOSAL

QUALITY IS OUR CORNERSTONE





# OVERVIEW



### **OUR STORY**

With a family business backed by three generations, the Princes are no stranger to the construction industry. Since a young age, current Owner/President, lan Prince, was surrounded by the trade, working alongside his father as the Prince family built their name in landscape and construction in Central Florida. Formerly known as Prince Land Services, lan later renamed the company to Prince and Sons, Inc., to better capture the future family generations, namely lan's sons, Stetson and Jagger.

As a family-oriented business, Prince and Sons is run on true southern hospitality and manners. We realize that creating loyal customers not only requires quality service but also thoughtful and intentional relationships. It's what sets us apart from being average, and we are grateful for our unwavering clients.



### OUR TEAM



### IAN PRINCE Owner / President

lan was Born in Winter Haven and has lived in Central Florida his whole life. He grew up working under his parents in the green industry and hopes to pass that down to his two boys one day. Starting out at such a young age, he has a lot of hands-on knowledge and that has helped him to grow his company to what it is today!



# LUCAS DEAN MARTIN Vice President of Landscape Maintenance

For 20 years Lucas has been in the green industry. After graduating with a Horticulture/ Plant Sciences degree from the University of Missouri he began in golf course maintenance before transitioning into commercial and community maintenance. Lucas' experience with contractors and developers makes him an asset in every aspect of the job.



### JAMES SMITH Landscape Maintenance Operations Manager

After retiring from a 22-year career in the Marine Corp, James has been in the green industry as an Account and Operations Manager for the last 15 years.

James and his 3 kids have called Central Florida home ever since relocating from Texas.



#### ANTHONY SANDRETTO Fertilization & Pest Control Manager

Anthony has been in the landscape industry since moving to Central Florida in 2001 from Wisconsin.
Anthony has many certifications like being a Florida Certified Horticultural Professional, Florida Water Star Certified, and Certified Pest Control Operator, among others.



### JERRY ROBERSON Irrigation Manager

Since relocating from Georgia in 2001, Jerry and his wife of over 40 years have called Central Florida home. He has extensive irrigation education, certifications, and knowledge.

Some of his expertise and certifications are in 2-wire system maintenance and design, Water Star irrigation, pump installation, and much more.



### ALLEN THOMAS Irrigation Audit Manager

Allen has lived and worked in the irrigation industry his entire career. He started working with his grandfather's irrigation company in his youth and has since become an expert in all aspects of irrigation. Allen is certified in and takes exceptional pride in

his knowledge of 2-wire systems.

## OUR CORE VALUES

Respect is not something we take lightly, and we make it a core value in how we treat both our clients and our employees. As a staff member, we never miss a chance to incentivize performance and show appreciation for hard work.

We are proud to have several employees who have been with the company for more than 20 years, as a result.

#### SAFETY

Managing safety in a fast-paced workplace environment should not be a one- person-job. But it can feel that way, especially if you're being asked to do more with less because of recent global events.

#### **OUR SAFETY MANAGEMENT SOLUTION BRINGS TOGETHER:**

- Incident, Near Miss and Hazard Reporting & Management
- Action Management & Analytics
- Inspections
- Meetings
- A full training program at "Prince and Sons University"



### AREAS OF EXPERTISE



#### COMMERCIAL LAWN MAINTENANCE

We have been a leading commercial lawn maintenance company for 26 years and boast the ability to tackle every aspect of lawn care for a wide range of clients. Whether it's leading property management and homeowner associations, college campuses or golf courses, we understand the importance and value of a well-maintained, beautiful landscape.



#### **BRICK PAVERS**

We are one of Polk County's premier brick paver contractors. Over our 15 years of installing brick pavers, we've secured hundreds of satisfied customers. We understand outdoor living is fundamental aspect to living in Florida, which is why we offer a wide selection of tools to enhance your time outside, including pool decks, patios, fire pits, outdoor kitchens and more!



#### LIGHT CONSTRUCTION

Prince and Sons can provide and assist in your residential home building with clearing, backfilling, final grades and driveway cut-outs. We currently work with many of Central Florida's leading residential contractors, and also provide hauling and clearing for residential customers.



#### **IRRIGATION & WATER MANAGEMENT**

Commercial irrigation systems are sophisticated technology that requires special certifications to install and operate. The key is to choose irrigation installation and maintenance experts who have comprehensive knowledge and expertise. From older systems that are frequently in need of repairs and updates to the installation of the latest technology, you want a company that can handle it all.



#### COMMERCIAL TREE CARE

Proper care of your trees is an investment that will lead to substantial returns, such as reducing air conditioning costs, controlling erosion, and shielding your property from damaging winds. Our experts help protect your trees throughout their lifespan including damage due to storms and lightning.

#### PROPERTY NEEDS

Maintaining a property is not just "mowing and blowing" at Prince and Sons. Our team integrates a full **BMP (Best Management Practices) Program** to make the property look its best. This program addresses the most important aspects of plant health.

#### THESE PLANT HEALTH PRACTICES INCLUDE:



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

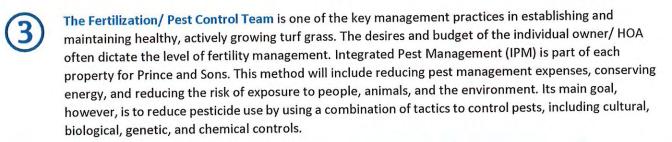
Performance is often directly related to matching a site's characteristics and a client's desires with plant requirements. Therefore, the first step in selecting plants for a landscape is to conduct a site evaluation, which may consist of

studying planting site characteristics such as the amount of sun or shade, soil type, pH, soil compaction, slope, and water drainage. These characteristics will most likely differ between areas on the same property.



The Irrigation/ Water Management Team knows that the most important thing to keeping plants healthy is providing proper irrigation practices. Using proper irrigation system design, installation, management, and maintenance practices provides a multitude of benefits. These benefits include saving money, using irrigation efficiently, a healthy and more drought and pest-resistant landscape, and protecting the state's water resources. By understanding the irrigation system, Prince and Sons can save the client money and help protect ground water supplies and water quality. Proper maintenance extends the life of an irrigation system and helps it to perform optimally. Maintenance begins with a visual observation of the system and the plants. Brown spots, unnaturally green grass, certain types of weeds, and soggy spots are indicators of problems.





The Maintenance Team will continuously serve your property with the same crew leaders and team to provide a clean, professional, and healthy appearance to the property that will improve the enjoyment of the residences and property values.

Mowing is an important maintenance operation. Mowing at the correct height increases turf density and root health and suppresses weeds. A dense turf impedes storm water runoff. A healthy root system ensures that water and nutrients are absorbed and not wasted. Fewer weeds mean less need for herbicides. Clean, well- kept, weed-free mulch beds and properly manicured landscape plants/ trees will be part of any maintenance plan. Seasonal color is always a nice touch.



#### REFERENCES

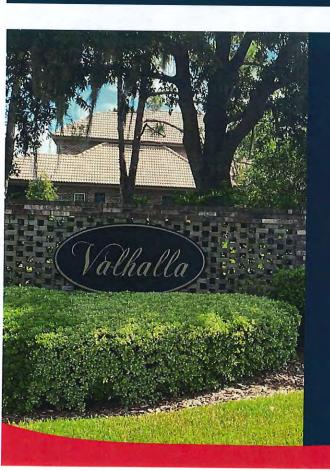
#### SITE Centers Corp.

Prince and Sons is a professional, consistent, and reliable landscape maintenance company. They always leave the jobs clean and complete. The health of our plants has consistently improved as P&S has properly maintained, fertilized and irrigated. What may separate them more than anything is their customer service. They are accommodating, respectful, and responsive to our needs.

We highly recommend Prince and Sons for all of your landscaping, irrigation, and maintenance needs.

**Kerri A. Ryan, LEED GA** Director of Property Management SITE Centers Corp.





#### Valhalla Home Owner's Association

Prince & Sons is our go-to company when it comes to all landscaping needs. James Smith, account manager, along with his crews are a pleasure to work with, always responding in a timely and positive manner when we have a special request.

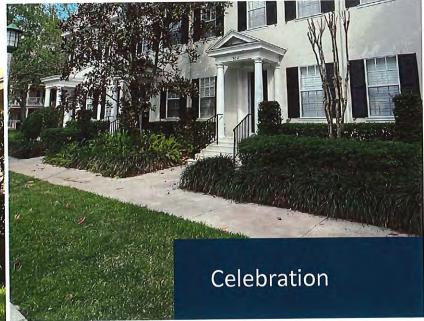
If something needs to be fixed or if we need a suggestion on how to make an area look better, James responds quickly while finding a way to work within our budget restraints.

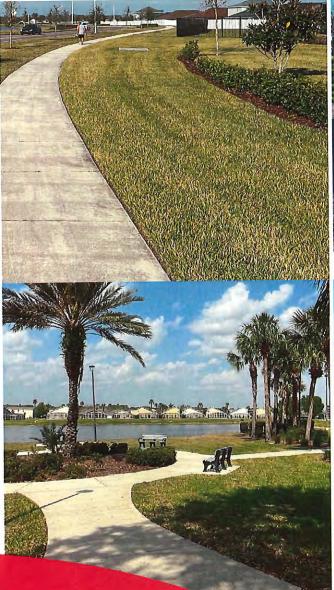
James and his team are great at handling all our landscaping needs which include but is not limited to, working to improve a property's curb appeal, providing excellent customer service and supporting and sponsoring property events.

Please feel free to give me a call at (863) 412-1813 should you have any questions.

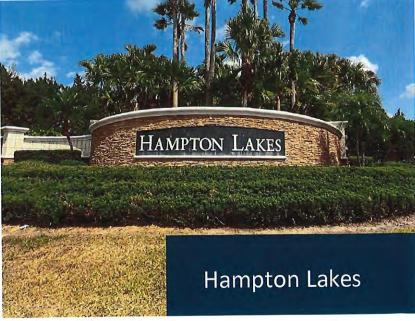
Kathy Arrington Landscape Chairman Vahalla HOA











#### PROJECT MANUAL

#### **FOR**

# LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT Osceola County, Florida

Date of Issue: February 23rd, 2024 at 9:00 a.m. Due Date: March 25<sup>th</sup>, 2024 at 11:00 a.m.

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III.	EVALUATION CRITERIA
IV.	AFFIDAVIT REGARDING PROPOSAL
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VI. VII.	SIGNATURE PAGE  AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION  FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
	AGREEMENT  Exhibit A – Scope of Services Exhibit B – Landscape Maintenance Map Exhibit C – Fee Summary Exhibit D – Form of Work Authorization

I.

H.

PUBLIC NOTICE

INSTRUCTIONS TO PROPOSERS

#### I. PUBLIC NOTICE

# LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

Osceola County, Florida

Notice is hereby given that the Live Oak Lake Community Development District ("District") will accept proposals from qualified firms ("Proposers") interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to <a href="maintenance-maintenan

Firms desiring to provide services for this project must submit a written proposal **AND** a PDF file on a flash-drive no later than March 25<sup>th</sup>, 2024 at 11:00 a.m. (EST) to Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the day of the pre-proposal meeting. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager.

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

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to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Clayton Smith at <a href="mailto:csmith@gmscfl.com">csmith@gmscfl.com</a> and Jarett Wright at <a href="mailto:jwright@gmscfl.com">jwright@gmscfl.com</a>.

All proposals will be publicly opened at a meeting of the District to be held at 11:00 a.m. (EST), March 25<sup>th</sup>, 2024, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 219 East Livingston Street, Orlando, Florida 32801 or by phone at 407-841-5524.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at 407-841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Live Oak Lake Community Development District Tricia Adams, District Manager

#### II. INSTRUCTIONS TO PROPOSERS

#### LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

### Landscape & Irrigation Maintenance Services Osceola County, Florida

#### **Instructions to Proposers**

- 1. DUE DATE. Scaled proposals ("Proposals") must be received from interested parties ("Proposer(s)") no later than March, 25<sup>th</sup>, 2024, at 11:00 a.m. (EST), at Governmental Management Services—Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith & Jarett Wright.
- 2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE/TIME	EVENT
February 21st, 2024	RFP Notice is issued.
February 23 <sup>rd</sup> , 2024 at 9:00 a.m.	RFP package available for download upon request. ("Proposal Pick-Up Time")
February 23 <sup>rd</sup> , 2024 to March 25 <sup>th</sup> , 2024	Site is available for inspections and bidder review.
February 29th, 2024 at 10:00 a.m.	Mandatory pre-proposal meeting.
March 13th, 2024 at 5:00 p.m.	Deadline for questions.
March 25th ], 2024 at 11:00 a.m.	Proposals submittal deadline.
March 25th, 2024 at 11:00 a.m.	Public meeting to open bids.
April 3 <sup>rd</sup> , 2024 at 2:30 p.m.	Board Meeting to evaluate proposals received.

- 3. MANDATORY PRE-PROPOSAL MEETING. There will be a mandatory pre-proposal meeting beginning at 10:00 a.m. on February 29<sup>th</sup>, 2024, and located at 1408 Hamlin St, Unit E, St. Cloud, FL, 34771. Proposers who do not attend the pre-proposal meeting may be disqualified, in the District's sole discretion.
- 4. SIGNATURE ON PROPOSAL; CORRECTIONS. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

#### 5. [RESERVED]

- 6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.
- 7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.
- 8. PROJECT MANUAL. The "Project Manual" and any addenda thereto, will be available from the District's Manager by sending an email to jwright@gmscfl.com beginning February 23<sup>rd</sup>, 2024 at 9:00 a.m. Proposers shall obtain a Project Manual prior to the mandatory pre-proposal meeting.
- 9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District.
- 10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, if the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.
- 11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Clayton Smith at <a href="mailto:csmith@gmscfl.com">csmith@gmscfl.com</a> and Jarett Wright at jwright@gmscfl.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to questions

or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Questions received after March 13th, 2024, at 5:00 p.m. will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

- 12. SUBMISSION OF PROPOSAL. Submit one (1) hard copy and one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Live Oak Lake Community Development District Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All proposals will be publicly opened March, 25th, 2024, at 11:00 a.m. (EST), at the offices of Governmental Management Services Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.
- 13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.
- 14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.
- 15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:
  - A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
  - B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.

- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- E. A list of the total annual dollar value of work completed for the last three (3) years.
- F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- G. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.
- H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- I. Completed proposal pricing sheet. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided.
- J. A current Certificate of Insurance and proof of financial capability, as specified herein.
- 16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.
- 17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant

information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

- 18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.
- CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("Contractor") is expected to commence work on or about October 1, 2024, or on such other date as may be specified by the district in a written Notice to Proceed. The contract shall be for a specified term and, upon expiration or termination, Contractor, if requested by the District, agrees to perform the services on a month-tomonth basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total proposal.

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

- 20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the Mandatory Pre-Proposal Meeting. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.
- 21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims,

damages, costs and losses arising, in whole or in part, from its negligence or breach of contract, as more fully set forth in the contract form, provided herein.

- 22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.
- EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria 23. presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.
- 24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.
- 25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.
- 26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.
- 27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender

shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

- 28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.
- PROTESTS. Any protest regarding the Project Manual, including but not limited to 29. protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com.
- Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

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

proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

#### III. EVALUATION CRITERIA

#### LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

#### **EVALUATION CRITERIA**

1.	Personnel & Equipment	(20 Points Possible) ( Points Awarded)
who v capabi equipr projec	signed personnel, including the projection will manage the property; present ability of performing the work; geograment: etc. Skill set includes certific	g criteria: skill set and experience of key management eet manager and other specifically trained individuals flity to manage this project; proposed staffing levels; uphic location; subcontractor listing; inventory of all ation, technical training, and experience with similar ons, etc., with proposal. Please also provide evidence and be responsive to client needs.
2.	<b>Experience</b>	(20 Points Possible) ( Points Awarded)
projec etc.	This category addresses past & curets; volume of work previously award	rent record and experience of the Proposer in similar ed to the firm; past performance in any other contracts;
3.	Understanding Scope of RFP	(15 Points Possible) ( Points Awarded)
as rec clearly Does	standing of the District's needs for the property the ability to perform these services the proposal as a whole appear to be	owing issues: Does the proposal demonstrate an e services requested? Does it provide all information cing, scheduling, staffing, etc.? Does it demonstrate? Were any suggestions for "best practices" included? De feasible, in light of the scope of work? Did the Project Manual in responding to the proposal?
4.	Financial Capacity	(5 Points Possible) ( Points Awarded)
shoul	rces and stability as a business entity t	ne Proposer has demonstrated that it has the financial necessary to implement and execute the work. Proposer as urance coverage as required by the District as well as permation.
5.	Price	(25 Points Possible) ( Points Awarded)
BE C	arts 1 – 4 (the Contract Amount). AN ONSIDERED WHEN AWARDING	be awarded to the Proposer submitting the lowest bid AVERAGE OF ALL FIVE YEARS PRICING IS TO POINTS FOR PRICING - THE INITIAL TERM AND other proposers will receive a percentage of this amount

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

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25).  $(210,000/265,000) \times 25 = 19.81$ , therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25).  $(210,000/425,000) \times 25 = 12.35$ , therefore, Contractor "C" will receive 12.35 of 25 points.

#### 6. Reasonableness of ALL Numbers (15 Points Possible) (\_\_\_\_ Points Awarded)

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

<u>Proposer's Total Score</u> (100 Points Possible) ( Points Awarded)

#### Additional Information Regarding Evaluation

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

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

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

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on April 3, 2024, at 2:30 p.m., but the District reserves the right to reschedule any such meeting.

#### IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF
COUNTY OF
Before me, the undersigned authority, appeared the affiant,, and having taken an oath, affiant, based on personal knowledge, deposes and states:
1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of for
2. I assisted with the preparation of, and have reviewed, the Proposer's proposa ("Proposal") provided in response to the Live Oak Lake Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.
3. I do hereby certify that the Proposer has not, either directly or indirectly participated in collusion or proposal rigging.
4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract or the basis of this Proposal to enter into and execute the contract in the form included in the Projec Manual.
5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receip of the following Addenda:
Addendum No. 1 dated 3/15/24
Addendum No. 2 dated 3/15/24
Addendum Nodated
Addendum Nodated
6. By signing below, the Proposer acknowledges that (i) the Proposer has read

understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

Dated this STATE OF GOLDA

COUNTY OF TOLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20 day of Mark 1, 2024, by Lucus Lucin of personally known to me or who has produced as identification, and old do old do not take the oath.

Any Low Catherina Commission No: His 51319

My Commission No: His 51319

My Commission Expires: Notated 26, 2024

#### V. PROPOSAL FORMS

#### PROPOSAL FORM

**FOR** 

#### LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

#### TO BE SUBMITTED TO:

# LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT c/o Governmental Management Services – Central Florida, LLC, on or before March 25, 2024 at 11:00am (EST)

TO: Live Oak Lake Community Development District

PRINCE AND SONS, INC.

(Proposer)

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

All proposals shall be in accordance with the Project Manual.

#### Proposal Form Contents:

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

## PROPOSAL FORM PROPOSAL SUMMARY SHEET

I,	LUCAS MARTIN REPRES	ENTINGPRINCE AND SONS, INC.
Com	pany and/or Corporation ("Proposer" e/specifications at the following price	), agree to furnish the services required in the
· - I		vo.
I.	Contract Proposal Amount:	\$ 289,605.60
	(Please provide an average of all five years of pricing)	
	Annual Total, Year 1:	<u>\$ 272,988</u>
	Annual Total, Year 2:	\$\$281,172
	Annual Total, Year 3:	\$289,200
	Annual Total, Year 4:	§ 297,876
	Annual Total, Year 5:	\$ 306,792
II.	Proposer Information	
NAM	IE OF PROPOSER: PRINCE ANI	D SONS
ADD	RESS: 14645 BOGGY CREEK RD. / O	RLANDO, FL 32824
PHO	NE: (863) 422-5207	FAX:
SIGN	ATURE: Lucar Martin	
PRIN	TED NAME: LUCAS MARTIN	
TITL	E: <u>VICE PRESIDENT</u>	
DATI	E: 3/22/2024	

# PROPOSAL FORM PART I – GENERAL INFORMATION

Proposer General Info	ormation:		
Proposer Name	PRINCE AND SONS	S, INC.	
Street Address 200	SOUTH F ST.		
P.O. Box (if any)			
City HAINES CIT	Y State FL	Zip Code	33844
Telephone <u>(863) 422</u>	2-5207 I	Fax no	
1st Contact Name	LUCAS MARTIN	Title	VICE PRESIDENT
2nd Contact Name	JAMES SMITH	Title	OPERATIONS MANAC
Parent Company Nan	ne (if any) <u>NA</u>		
Street Address			
P. O. Box (if any)			
City	State	Zip Code	>
Telephone		Fax no.	ALLEGO AND
1st Contact Name		Title	
2nd Contact Name		Title	e
Company Standing:			
Proposer's Corporate (e.g., individ	e Form: ual, corporation, partners	hip, limited liability con	npany, etc.)
In what State was the	e Proposer organized?	FLORIDA	Date3/20/2024
Is the Proposer in go	od standing with that Sta	ate? Yes X No	
If no, please	explain		

	Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes X No
	If no, please explain
9	What are the Proposer's current insurance limits?
	General Liability       \$ 2,000,000 / \$5,000,000 UMBRELLA         Automobile Liability       \$ 1,000,000         Workers Compensation       \$ 1,000,000         Expiration Date       GL & AUTO- 8/1/2024         WORKERS COMP- 8/1/2024
•	Licensure – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:
	ALL IN GOOD STANDING: IRRIGATION, APPLICATOR, BMP

# PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

List the location of the Astrophysical Street Address 14645	Proposer's office, which was BOGGY CREEK RD	would perform work for	the District.
P. O. Box (if any)			
City ORLANDO	State FL	Zip Code	32824
Telephone (863) 422-5	207 Fax	no.	
1st Contact Name	LUCAS MARTIN	Title	e VICE PRESIDENT
2nd Contact Name	JAMES SMITH	Title	e <u>OPERATIONS M</u> ANAGE
Proposed Staffing Leve following:	ls - Landscape and irriga	ution maintenance staff v	will include the
1	Supervisors, who will be of Fechnical personnel, who Laborers, who will be ons	will be onsite 1 days	ok; per <u>WEEK</u> ; and
this Part regarding the for any individuals listed Technical Personnel — who have expertise horticulture, or other r	ry Personnel – Please co Proposer's Officers and a ed. Does the Proposer curre in pesticide application elevant fields of expertise ion for each person (attac	Supervisory Personnel, on the state of the suppley any other tended in the state of	and attach resumes echnical personnel on, arboriculture, ves, please provide
Name: ANTHONY	SANDRETTO		
Position / Certification	s:_ FERT/ PEST MANA	GER- CPCO	
Duties / Responsibilitie	AGRONOMY/ CH	EMICAL & FERTILIZ	ATION
% of Time to Be Dedic	cated to This Project:	10 %	
Please describe the per	son's role in other projec	ts on behalf of the Prope	oser:
Project Name/Location	:WINTER GARDEN	VILLAGE	
Contact: Carol Nash	Contact Phone: (		A A A A A A A A A A A A A A A A A A A
Project Type/Descripti	on: Exclusive outdoors	shopping district	

Pollar Amount of Contract:\$500,000/ Year  roposer's Scope of Services for Project:  Full Service- Maintenance, Agronomy, Irrigation, Tree Wo  attes Serviced:3 Years  subcontractors - Does the Proposer intend to use any subcon	ork, Enhancements
roposer's Scope of Services for Project:  Full Service- Maintenance, Agronomy, Irrigation, Tree Wo	ork, Enhancements
Full Service- Maintenance, Agronomy, Irrigation, Tree Wo	ork, Enhancements
ates Serviced: 3 Years	
ates Serviced: 3 Years	
ıbcontractors – Does the Proposer intend to use any subcor	
e work? Yes No $\underline{\mathbf{X}}$ For each subcontractor, please p formation (attach additional sheets if necessary):	ntractors in connection with provide the following
ibcontractor Name	
reet Address	
O. Box (if any)	
ity State 2	
elephoneFax no	
t Contact Name	Title
d Contact Name	Title
oposed Duties / Responsibilities:	
ease describe the subcontractor's role in other projects on be	
oject Name/Location:	
ontact: Contact Phone:	
oject Type/Description:	
ollar Amount of Contract:	
oposer's Scope of Services for Project:	

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

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

# OFFICERS

PROPOSER:
PRI
NCE AND SONS

DATE: 3/21/2024

riovide the following information for key officers of the Proposer and parent company, if any.	the Proposer and parent con	npany, if any.	
NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
IAN PRINCE	OWNER/ PRESIDENT	FINANCING/ MANAGEMENT	WINTER HAVEN
LUCAS MARTIN	VICE PRESIDENT	LANDSCAPE MAINTENANCE DIVISION	LAKELAND
JAMES SMITH	OPERATIONS MANAGER	OPERATIONS	AUBURNDALE
	100	TOTAL	
FOR PARENT COMPANY (if applicable)			
			44

# SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: PRINCE AND SONS

DATE: 3/21/24

						Brian Huseman	Anthony Sandretto	Santos Pantoja	James Smith	Lucas Martin	INDIVIDUAL'S NAME
1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4						Irrigation Manager	Fert & Pest Manager	Account Manager	Operations Manager	Vice President	PRESENT TITLE
1000	1000					Monthly Irrigation Inspection	Agronomy	Managing Crew on Site	Field Operations	Landscape Maintenance Division	JOB RESPONSIBILITIES
			T I I I I I I I I I I I I I I I I I I I			Haines City	Haines City	Orlando	Orlando	Haines City	OFFICE LOCATION
		1447		Arrandor Arr	1400	3 days per month	1 day per week	2 days per week	1/2 day per week	1/2 day per week	% OF TIME TO BE DEDICATED TO THIS PROJECT /# OF DAYS ON-SITE PER WEEK
3327		XIII				2	4	Ų.	4	(v)	YEARS OF EXPERIENCE IN PRESENT POSITION
	- CANADA					25	12	15	17	20	TOTAL YEARS OF RELATED EXPERIENCE

# V. PROPOSAL FORMS 4876-9932-0876.5

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

PROPOSER: PRINCE AND SONS

									QUANTITY
The state of the s		1000		7.00	TOTAL	The state of the s		List Attached	DESCRIPTION*
	The state of the s					7777			# OF PROJECTS DEDICATED TO
	7777			700	7,11			1994	STORAGE AND WORK SITE LOCATIONS

# LAWN MAINTENANCE FLEET LIST

VEHICLE	YEAR	VIN NUMBER	MAKE
ISUZU	2016	JALC4J168G7004209	ISUZU
2017 F250 SUPER DUTY	2017	1FDBF2A60HEB86610	FORD
ISUZU	2018	JALC4J16217007307	ISUZU
2018 NISSAN	2018	1N6BD0CT5JN714825	FRONTIER
2015 SPRAY TRUCK	2015	JL6BNE1A6FK000314	MITS
2020 F-150	2020	1FTEW1CP9LFA68804	F150
HINO 155DC	2019	JHHPDM1H3KK009505	155DC
FUSO FE160 MITS	2019	4UZBWK114KGKK1567	FE160
2021 F250	2021	1FDBAF2A67MED61414	F250
2021 ISUZU	2021	54DC4J1D4MS203942	ISUZU
2021 ISUZUSPRAY	2021	54DC4W1DXMS203778	ISUZU
2023 F150	2023	1FTFW1ED9PFC99604	F150
2021 ISUZU	2021	54DC4J1D0MS203985	ISUZU
2022 F-250	2022	1FDBF2A61NEC29010	F250
2021 ISUZU	2021	54DC4W1D4MS209799	ISUZU
2021 ISUZU	2021	54DC4W1D7MS209800	ISUZU
2022 ISUZU	2022	54DC4J1D5NS201800	ISUZU
2022 FORD MAVERICK	2022	3FTTW8E95NRA41782	FORD MAVERICK
2019 F-150	2019	1FTEW1EP9KKF25467	F150
2022 ISUZU	2022	54DC4J1D5NS200775	ISUZU
2022 F250	2022	1FT7W2BTNEE55787	F250
2022 ISUZU	2022	54DC4J1D7NS200776	ISUZU
2023 ISUZU	2023	54DC4J1D7PS202255	ISUZU
2022 ISUZU	2022	54DC4J1D0NS202269	ISUZU
2022 ISUZU	2022	54DC4J1D9NS201279	ISUZU
2023 ISUZU	2023	54DC4J1D1PS200999	ISUZU
2023 ISUZU	2023	54DC4J1D4PS203881	ISUZU
2022 FORD MAVERICK	2022	3FTTW8E33NRA84822	FORD MAVERICK
2022 FORD VAN	2022	1FTBR2X8XNKA54911	FORD VAN
2023 ISUZU	2023	JALC4W169P7012767	ISUZU
2023 ISUZU	2023	54DC4J1DXPS203660	ISUZU
2023 ISUZU	2023	54DC4J1D6PS201808	ISUZU
2023 FORD MAVERICK	2023	3FTTW8E33PRA17849	FORD MAVERICK
2023 FORD MAVERICK	2023	3FTTW8E38PRA17801	FORD MAVERICK
2023 FORD MAVERICK	2023	3FITW8E38PRA17052	FORD MAVERICK
2023 CHEVROLET LCF4500	2023	54DCDW1D5PS210951	CHEVROLET 4500
2024 ISUZU	2024	54DC4J1D7RS202629	ISUZU
2024 ISUZU	2024	54DC4W1D4RS204562	ISUZU
2022 F-250	2023	1FDBF2B6XNEG36743	FORD
2022 F-150	2022	1FTEW1E51PFB66943	FORD
2024 ISUZU	2024	54DC4W1D7RS208203	ISUZU
2024 F-150	2024	1FTEX1EP1PKF70567	FORD

#### **SPRAYER**

60 GALLON SPRAYER	2023	412264343	SPRAYER
Z-AERATE AERATOR	2023	FS541V30	AERATOR
50 GAL ALUM SKID SPRAYER	2023	CSJ-SS-280	SPRAYER
Z-SPRAY MAX HOPPER	2023	414130027	SPRAYER

#### **TRACTORS**

2021 6120M TRACTOR	2021	1L06120MVMG108365	6120M TRACTOR
JD CAB TRACTOR		1P06115DAA020907	6115D

#### **TRAILERS**

TRAILER #49	2021	1XNBUI627M1114242	7X16 UTILITY
TRAILER #51	2021	1XNBU1629M1120429	7X16 UTILITY
TRAILER #54	2021	1XNBU1620M1120240	7X16 UTILITY
TRAILER #58	2023	1XNBU1017P1137217	6X10 UTILITY TRLR
TRAILER #59	2023	1XNBU1013P1137151	6X10 UTILITY TRLR
TRAILER #60	2023	1XNBU1626P1136771	7X16 HD UTILITY TRLR
TRAILER #61	2023	7TKBE1621RN007991	7X16 ENCLOSED
TRAILER #62	2021	1XNBU1428M1114950	7X14 TA
TRAILER #63	2021	1XNBU1010M1124806	6X10 UTILITY TRLR
TRAILER #65	1980		
TRAILER #68	2022	1XNBU1221N1134106	7X12 TA UTILITY
		GATORS	
JD GATOR	2023	1M04X2SJPPM181148	GATOR
JD GATOR	2023	1M04X2SJKPM181149	GATOR
JD GATOR	2023	1M04X2SJTPM181147	GATOR
JD GATOR	2023	1M04X2SJEPM181176	GATOR
JD GATOR	2023	1M04X2SJCPM181339	GATOR
JD GATOR	2023	1M04X2SJJPM181220	GATOR
JD GATOR	2023	1M04X2SJCPM181230	GATOR
JD GATOR	2023	1M04X2SJTPM181231	GATOR
JD GATOR	2023	1M04X2SJHPM181239	GATOR
JD GATOR	2023	AM0825MBCPM060941	GATOR

		MOWERS	
SUPER S FX 850 60"	2019	20064083	FX850-60"
SUPER Z HD 72" 8S	2019	20032938	VANGUARD 36H
SUPER Z HD 72" BS	2019	20033292	VANGUARD 36H
HUSTLER-SUPERS MOWER	2019	21032987	FX850-60"
HUSTLER-SUPERS MOWER	2019	21032988	FX850-60"
SUPER 104" HUSTLER	2021	21043682	HST939470
SUPER 104" HUSTLER	2021	21041184	HST939470
WITH QWIK CHUTE	2021	21070731	FX850/60"

HUSTLEK-SUPERS MOWER	2021	21070732	FX850/60"
WITH QWIK CHUTE	2021		
WITH QWIK CHUTE	2021	21084963	FX850V/52
OWIK CHUTE	2021	21100013	FX850/60"
OWIK CHUTE	2021	21091848	FX850V/52
SUPER S FX850/60 WITH  QWIK CHUTE	2021	21100014	FX850/60"
SUPERS 36 FS54 IV WITH	2021	21071816	HST940205
QWIK CHUTE		22036090	HST942243
SZHD VANGUARD 40 EFI	2022		HST942318
SUPER104 VANGUARD 40EFI	2022	22031748	
SUPER HD VAN 40EFI	2022	22036519	HST942243
SUPER104 VAN 40EFI	2022	22032446	HST942318
SUPER S FX850 /52	2022	22030049	HST940296
SUPER S FX850/52	2022	22030050	HST940296
SUPER S FT691 52"	2022	22044486	HST942292
SUPER S FT691 52"	2022	22042578	HST942292
SUPERS FX600V/36"	2022	22051740	HST940288
SUPERS FX850/60 WITH	2022	22052522	HST940304
QWIK CHUTE SUPERS FX850/60 WITH			HST940304
QWIK CHUTE	2022	22061601	
QWIK CHUTE	2022	22053348	HST940304
OWIK CHUTE	2022	22061295	HST940304
QWIK CHUTE	2022	22061296	HST940304
OWIK CHUTE	2022	22061604	HST940304
SUPERS FX850/50 WITH  QWIK CHUTE	2022	22061600	HST940304
SUPERSTABSU/60 WITH		22056448	HST940304
QWIK CHUTE	2022		HST940288
QWIK CHUTE	2022	22065037	
QWIK CHUTE	2022	22126019	HST940288
OWIK CHUTE	2022	22126020	HST940288
OWIK CHUTE	2022	22075341	HST940296
SUPERS KAWFX85U/52 WITH QWIK CHUTE	2023	23010015	HST943134
SUPERS KAWFX850/52		23013057	HST943134
WITH QWIK CHUTE	2023	23013037	1 110.0.0.

HYPERDRIVE FX1000/72"	2023	23021620	HST943019
SUPER S KAW FX850/60"	2023	23022660	HST943167
SZ HD FX1000/72"	2023	23021621	HST943019
SUPERS KAW FX850/60"	2023	23015931	HST943167
SUPER S KAW FX850/60"	2023	23022661	HST943167
SUPER S KAW FX850/60"	2023	23022302	HST943167
SUPERS KAW FX850/60"	2023	23022662	HST943167
SUPERS KAW FX850/60"	2023	23015933	HST943167
MOWER	2012	1TC8800XECT050212	
SUPER Z FX100/72"	2023	23025014	HST942888
SUPER S KAW/60"	2023	23035374	HST943167
SUPERS KAW/60"	2023	23035051	HST943167
SUPERS KAW/60"	2023	23031747	HST943167
SUPER S KAW FX850/60"	2023	23054341	HST943175
SZ HD FX1000/72"	2023	23090436	HST943019
SUPERS FX600V/36"	2023	23090007	HST940288
SUPER S KAW FX850/60"	2023	23091002	HST943167
SUPERS KAW FX850/60"	2023	23091003	HST943167
SUPERS KAW FX850/60"	2023	23091004	HST943167
SUPERS KAW FX850/60"	2023	23091006	HST943167
SUPER S KAW FX850/60"	2023	23091005	HST943167
SZ HD FX1000/72"	2024	23090434	HST943019
SZ HD FX1000/72"	2024	23090439	HST943019

# PROPOSAL FORM PART III – EXPERIENCE

Yo If	as the Proposer performed work for a community development district previously? es <u>x</u> No yes, please provide the following information for each project (attach additional sheets i ecessary):
	roject Name/Location: Astonia CDD
С	ontact: Allen Bailey/ GMS Contact Phone: (407) 460-4424
	roject Type/Description: CDD
	ollar Amount of Contract: \$200,000/ Year
S	cope of Services for Project: Full Service CDD
	Dates Serviced: 3 Years
fc	ist the Proposer's total annual dollar value of landscape and irrigation services work complete or each of the last three (3) years: $023 = \$28,000,000$
_	022 = \$18,000,000
	021 = \$9,000,000
F u	Please provide the following information for each project that is similar to this project, currently indertaken, or undertaken in the past five years. The projects must include irrigation in the past five years. The projects must include irrigation in the project in the proje
P	Project Name/Location: VillaMar CDD
	Contact: Marshall Tindall/ GMS Contact Phone: (407) 841-5524
F	Project Type/Description: Full service CDD
	Dollar Amount of Contract: \$150,000/ year
	How was the project similar to this project?Full service CDD with many residents
	Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest

	Full maintenance, fertilization, enhancements, irrigation inspections/ repairs, tree services
	List of equipment used on site:Mowers, hand held equipment, spreaders, irrigation equipment
	List of subcontractors used: None
	Is this a current contract? Yes X No
	Duration of contract: 3 Years
	(Information regarding similar projects – continued)
	Project Name/Location: <u>Celebration Residential Owners Association</u>
ı	Contact: Brayan Senquis Contact Phone: (407) 223-6553
	Project Type/Description:Full service on several communities, parks and sports fields
]	Dollar Amount of Contract: \$400,000
]	How was the project similar to this project? High end community with demanding residents
-	
	Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):
_	Full maintenance, fertilization, enhancements, irrigation inspections/repairs, tree services
_	
I.	List of equipment used on site: Various mower types, hand held equipment, spreaders, irrigation equipment, and specialty bermuda grass maintenance equipment

List of subcontractors used: None
Is this a current contract? Yes X No
Duration of contract: 1 Year
(Information regarding similar projects – continued)
Project Name/Location: Lakes of Laurel Highlands
Contact: Chris Lee Contact Phone: (407) 572-3081
Project Type/Description: HOA Common Area Maintenance
Dollar Amount of Contract: \$250,000/ year
How was the project similar to this project? High end community with demanding residents
Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pe control, weed control, thatch removal, irrigation, etc.):  Full maintenance, fertilization, enhancements, irrigation inspections/ repairs, tree services
List of equipment used on site: Various mower types, hand held equipment, spreaders, irrigati equipment
List of subcontractors used: None
Is this a current contract? Yes X No
Duration of contract: 5 Years

Contact: Al	cn Bailey/ GMS Contact Phone: (407) 460-4424
	Modernition:
	int of Contract \$230,000/ year
How was the	project similar to this project?Full service CDD
control, wee	ny's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest
Full maintena	nce, fertilization, enhancements, irrigation inspections/ repairs, tree services
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
List of equip	ment used on site: Mowers, hand held equipment, spreaders, irrigation equipment
List of equip	ment used on site: Mowers, hand held equipment, spreaders, irrigation equipment
List of equip	ment used on site: Mowers, hand held equipment, spreaders, irrigation equipment
	ment used on site: Mowers, hand held equipment, spreaders, irrigation equipment  ntractors used: None
List of subco	
List of subco	ntractors used: None  nt contract? Yes X No
List of subco s this a curre	ntractors used:None  nt contract? Yes _X _No  ontract:3 Years
List of subco s this a curre Duration of c	ntractors used:None  nt contract? YesX No  ontract: 3 Years  oser, or any of its principals or supervisory personnel (e.g., owner, officer)
List of subco s this a curre Duration of c Has the Prop upervisor, en	ntractors used:None  nt contract? Yes _X _No  ontract:3 Years
List of subco s this a curre Duration of c Has the Prop Supervisor, en contract with the following	ntractors used: None  nt contract? Yes X No  ontract: 3 Years  oser, or any of its principals or supervisory personnel (e.g., owner, officer, c.), been terminated from any landscape or irrigation installation or maintenant the past 5 years? Yes X No For each such incident, please provinformation (attach additional sheets as needed):
List of subco s this a curre Duration of c Has the Prop upervisor, en contract with the following	ntractors used: None  nt contract? Yes X No  ontract: 3 Years  oser, or any of its principals or supervisory personnel (e.g., owner, officer, c.), been terminated from any landscape or irrigation installation or maintenant the past 5 years? Yes X No For each such incident, please provinformation (attach additional sheets as needed):

Dates Serviced:	Full maintena	nce, fertilization, enhancements, irrigation inspections/ repairs, tree services
Has the Proposer been cited by OSHA for any job site or company office/shop safety violation in the past five years? Yes No _X_  If yes, please describe each violation, fine, and resolution  What is the Proposer's current worker compensation rating?Experience MOD rate of 0.78  Has the Proposer experienced any worker injuries resulting in a worker losing more than ter (10) working days as a result of the injury in the past five years? Yes No  If yes, please describe each incident Fell off ladder and hurt back  Please state whether or not the Proposer or any of its affiliates are presently barred or suspenfrom proposing or contracting on any state, local, or federal contracts?  Yes No _X If yes, please provide:  The names of the entities  The state(s) where barred or suspended  Also, please explain the basis for any bar or suspension:	Dates Service	ed:
Has the Proposer been cited by OSHA for any job site or company office/shop safety violation the past five years? Yes No X_  If yes, please describe each violation, fine, and resolution  What is the Proposer's current worker compensation rating?Experience MOD rate of 0.78  Has the Proposer experienced any worker injuries resulting in a worker losing more than ter (10) working days as a result of the injury in the past five years? Yes _X _No  If yes, please describe each incident Fell off ladder and hurt back  Please state whether or not the Proposer or any of its affiliates are presently barred or suspenfrom proposing or contracting on any state, local, or federal contracts?  Yes No _X _ If yes, please provide:  The names of the entities  The state(s) where barred or suspended  Also, please explain the basis for any bar or suspension:	Reason for T	ermination: Transition from developer control to bomeowner control.
Has the Proposer been cited by OSHA for any job site or company office/shop safety violation the past five years? Yes No _X  If yes, please describe each violation, fine, and resolution  What is the Proposer's current worker compensation rating? Experience MOD rate of 0.78  Has the Proposer experienced any worker injuries resulting in a worker losing more than ter (10) working days as a result of the injury in the past five years? Yes No  If yes, please describe each incident Fell off ladder and hurt back  Please state whether or not the Proposer or any of its affiliates are presently barred or suspen from proposing or contracting on any state, local, or federal contracts?  Yes NoX		
What is the Proposer's current worker compensation rating?Experience MOD rate of 0.78  Has the Proposer experienced any worker injuries resulting in a worker losing more than ter (10) working days as a result of the injury in the past five years? YesX No  If yes, please describe each incident Fell off ladder and hurt back  Please state whether or not the Proposer or any of its affiliates are presently barred or suspenfrom proposing or contracting on any state, local, or federal contracts?  Yes No _X If yes, please provide:  The names of the entities  The state(s) where barred or suspended  Also, please explain the basis for any bar or suspension:	Has the Prop	ooser been cited by OSHA for any job site or company office/shop safety violat
What is the Proposer's current worker compensation rating?Experience MOD rate of 0.78		
If yes, please describe each incident Fell off ladder and hurt back  Please state whether or not the Proposer or any of its affiliates are presently barred or suspen from proposing or contracting on any state, local, or federal contracts?  Yes No _X _ If yes, please provide:  The names of the entities  The state(s) where barred or suspended  The period(s) of debarment or suspension  Also, please explain the basis for any bar or suspension:	What is the l	Proposer's current worker compensation rating?Experience MOD rate of 0.78_
from proposing or contracting on any state, local, or federal contracts?  Yes No _X _ If yes, please provide:  The names of the entities  The state(s) where barred or suspended  The period(s) of debarment or suspension  Also, please explain the basis for any bar or suspension:		
The state(s) where barred or suspended  The period(s) of debarment or suspension  Also, please explain the basis for any bar or suspension:	from propos Yes No	ing or contracting on any state, local, or federal contracts? $\frac{\mathbf{X}}{\mathbf{X}}$ If yes, please provide:
The period(s) of debarment or suspension	The names of	of the entities
Also, please explain the basis for any bar or suspension:	The state(s)	where barred or suspended
	The period(	s) of debarment or suspension
	Also, please	

Please d resolutio	n of the action.
None	
jive (5) y	and all litigation to which the Proposer or its principals have been a party in the locars. Please describe the nature of the litigation, the Proposer's role in the litigation tatus and/or resolution of the litigation.
None	
officers o or involu	Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer principal members, shareholders or investors filed for bankruptcy, either volunta ntary, within the past 10 years? Yes (_) No (x) If yes, provide the following:  The Case # and Tribunal:
officers of or involution	r principal members, shareholders or investors filed for bankruptcy, either volunta ntary, within the past 10 years? Yes (_) No (x) If yes, provide the following: ne Case # and Tribunal:
officers of or involution	r principal members, shareholders or investors filed for bankruptcy, either volunta ntary, within the past 10 years? Yes (_) No ( <b>x</b> ) If yes, provide the following:
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of involution involution	r principal members, shareholders or investors filed for bankruptcy, either volunta ntary, within the past 10 years? Yes ( ) No (X) If yes, provide the following:  The Case # and Tribunal:  The Nature of the Action:

officers or obligation	principal mem	bers, shareho pay subcontro	lders or invest	r subsidiaries), o ors defaulted on rialmen) within t	a loan or other	financ
						<del></del>
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## PROPOSAL FORM PART IV - PRICING

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

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

Contractor: PRINCE AND SONS

Address: 14645 BOGGY CREEK RD

ORLANDO, FL 32824
Phone: (863) 422-5207
Fax:
Contact: LUCAS MARTIN
Email: LMARTIN@PRINCEANDSONSING COM

Property: Live Oak Lake CDD

Address: 219 E. Livingston St.

Orlando, Florida, 32801 Phone: 407-750-3599

Contact: JWright@gmscfl.com Email:

	JAN	FEB	MAR	APRIL	MAY	NUL	JUL	AUG	SEP	ОСТ	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	12,960	8,640	8,640	21,600	17,280	17,280	21,600	17,280	21,600	17,280	8,640	8,640	\$181,440
TURF CARE (Schedule B) Bahia/St Augustine Fert		4,248		4,248		4,248		4,248		4,248		4,248	\$25,488
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert			2,240			2,240			2,240			2,240	\$8,960
SED DRESSING - Estimate mulch yds (Schedule E - B.)					13,750 250 Mulch Yds						8,250 150 Mulch Yds		\$22,000
PALM TRIMMING (Schedule E - C.) Per Palm Price: \$45						000'6						4,500	\$13,500
ANNUAL CHANGES - None at this time (Schedule E - A.)													20
(Schedule D)	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	\$21,600
OTAL PER PER MONTH	514.760	\$14,688	\$12,680	\$27,648	\$32,830	\$34.568	\$23,400	\$23,328	\$25,640	\$23,328	\$18,690	\$21,428	\$272,988

Essential Services Mowing/Detailing/Irrigation/Fert and Pest

Extra Services Annual Changes, Palm Pruning, Mulch

TOTAL

# PROPOSAL FORM SIGNATURE PAGE

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority
to sign this Proposal Form (including Parts I through IV) on behalf of
Prince and Sons ("Proposer") and declare that I have read the foregoing
Proposal Form (including Parts I through IV) and that all of the questions are fully and completely
and all of the information provided is true and correct
answered, and an of the information provided is true and correct.
Dated this 22nd day of March, 2024.
Dated this 2nd day of Narch, 2024.  Proposer: Pince and Sons  By: Lucas Warth  Title: YP
By: Lucar Martin
Title: VP
STATE OF FLORIDA
COUNTY OF POLK
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of Dephysical
2024 by Lucas Martin of
Price + Sus In who is personally known to me or who has produced
as identification, and $\square$ did not take the oath.
as identification, and 2 and in 2 and income
Hotry Lody Cat
Notary Public, State of Florida
Print Name: Janua Cantak
Commission No.: HH 57319
My Commission Expires: October 26, 2014
7

V. PROPOSAL FORMS 4876-9932-0876.5

- 6. Bed Dressing Fill in the quantity of Bed Dressing that is recommended to be installed (if quantity not already listed or Provided) then fill in the dollar amount to purchase and install that quantity in the month specified in the Scope of Work. Please include a per yard price. Twice per year in May and
- pruned that month.
  8. Irrigation Maintenance Fill in the dollar amount to perform each services as outlined in the Scope of work. Fill in zone count if known (not required) 7. Paim Trimming - Count and Fill in the quantity of each palm variety that will be pruned if not already listed, then fill in the dollar amount to trim each variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be

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

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

Name of Proposer: Prince and Sons

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

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

- 1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
  - a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
  - b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
  - c. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
  - d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
  - e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.
- 2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
- 3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
- 4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)
  - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.
  - The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

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

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

## E-Verify

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

#### Non-Collusion

- 1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
- 2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
- 3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
- 4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING

  2
  4876-9932-0876.5

# VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

## LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this day of2024, by and between:
LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, <i>Florida Statutes</i> , located in Osceola County, Florida, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the "District"), and
, a Florida, with an address of("Contractor").
RECITALS
WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and
WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and
WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.
<b>Now</b> , <b>THEREFORE</b> , in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:
1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.
2. CONTRACTOR OBLIGATIONS.
A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as Exhibit A ("Work"), for the areas identified in the Landscape Maintenance Map attached hereto as Exhibit B ("Landscape Maintenance Area"), both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in

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

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

Signature of Authorized Signatory of Proposer

Sworn before me on March 24, 2024

Notary Public Signature

Notary Stamp

AMY LAVON CARTER
Notary Public - State of Florida
Commission # HH 57319
My Comm. Expires Oct 26, 2024
Bonded through National Notary Assn.

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

- B. Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
- C. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- D. Discipline, Employment, Uniforms. Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- E. Rain Days. In the event that time is lost due to heavy rains ("Rain Days"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

- F. Protection of Property. Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage and/or promptly replace damaged property to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.
- G. District Representative; Reporting. The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.
  - i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.
  - ii. The District shall have the right to change its designated Representative with written notice to Contractor.
  - iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.
  - iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.
- Deficiencies. Contractor shall identify and promptly notify the District Η. Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

- I. Compliance with Laws. The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
- J. Safety. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.
- K. Environmental Activities. The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
- L. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.
- M. Subcontractors. Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.
- N. Independent Contractor Status. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation,

express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

## 3. Compensation; Term.

- A. Term. The term of this Agreement shall be from October 1, 2024, to September 30, 2025 ("Year 1"), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.
- Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as Exhibit D. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's Fee Summary attached hereto as Exhibit C. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

- Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

#### 5. INSURANCE.

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

not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

- B. Types of Insurance Coverage Required. Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
  - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
  - ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
  - v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.
- C. Additional Insured. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.
- **D.** Sub-Contractors. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall

be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

- E. Payment of Premiums. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- F. Notice of Claims. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- G. Failure to Provide Insurance. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

#### 6. INDEMNIFICATION.

- A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.
- **D.** In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of

damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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

## 7. MISCELLANEOUS PROVISIONS

- A. Default and Protection Against Third-party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- B. Custom and Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- C. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.
- **D.** Assignment. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.
- E. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **F.** Attorneys' Fees. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- G. Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits

attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

- **H.** Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.
- I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.
- J. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A.	If to the District:	Live Oak Lake Community Development District 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
В.	If to Contractor:	
		Attn:

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

- K. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.
- L. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.
- Μ. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Jill Burns ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JBURNS@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

- N. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- O. Arm's Length Transaction. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- P. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- Q. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
- R. *E-Verify*. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
- S. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:
  - a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
  - b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
  - c. Section 287.135, Florida Statutes, titled *Prohibition against contracting with scrutinized companies*;

- d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

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

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

[Remainder of this page intentionally left blank]

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

ATTEST:		LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
		By: □ Chairperson □ Vice Chairperson
WITNESS:		[CONTRACTOR]
By:		By:
Exhibit A: Exhibit B: Exhibit C: Exhibit D:	Scope of Services Landscape Maintenance Map Fee Summary Form of Work Authorization	

## **Exhibit A: Scope of Services**

## LIVE OAK LAKE CDD

## LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

## General Services- Component "A"

#### Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

## Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

- St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.
- St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"–3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

## Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

## **String Trimming**

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

## **Blowing**

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

## Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

## Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

## Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

#### **Weed Control**

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

## Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

## Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

### Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

## Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

## Component "B" - Turf Care Program

## ST. AUGUSTINE

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule - St. Augustine

January: Winter fertilization, broadleaf weed control and disease control
March: Spring granular fertilization, broadleaf weed control, insect, and disease control
May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
October: Heavy fall granular fertilization and broadleaf weed/disease control

## Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA - Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

June: Chelated Iron application and Mole Cricket control.

October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

## Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February:

Pre-emergent herbicide/spot treatment for weeds and fungal activity.

March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.

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

May: Fertilization

June: Insect/weed/disease control as necessary. July:

Insect/weed/disease control as

necessary.

August: spot treat weeds as necessary, inspect/treat fungal activity.

September: Liquid Fertilization with emergent weed control, insect/disease control as

necessary. October: Fertilization - Weed/insect/disease control as necessary.

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

fungal activity.

December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

## **Application Requirements: Fertilization**

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

#### Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

#### **Weed Control**

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

## Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

# Component "C" - Tree/Shrub Care Program

Application Schedule - Trees and Shrubs

Monthly Application Schedule -

March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.

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

October: Disease control as needed December. Insect/disease control/fertilization as needed.

#### Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

#### Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

#### **Specialty Palms**

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

#### Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

# Component "D" - Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

#### **Specifications**

Activate each zone of the system.

Visually check for any damaged heads or heads needing repair.

Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.

Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.

Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.

Leave areas in which repairs or adjustments are made free of debris.

Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.

Contractor will provide a written report of the findings by zone. Qualifying Statements

Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.

Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management's discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

#### Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

# Component "E" - Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

## E. 1 - Bedding Plants - Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

#### Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be  $4 \frac{1}{2}$ " individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

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

#### **Maintenance**

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed - free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

#### E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

#### Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

#### Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

#### E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

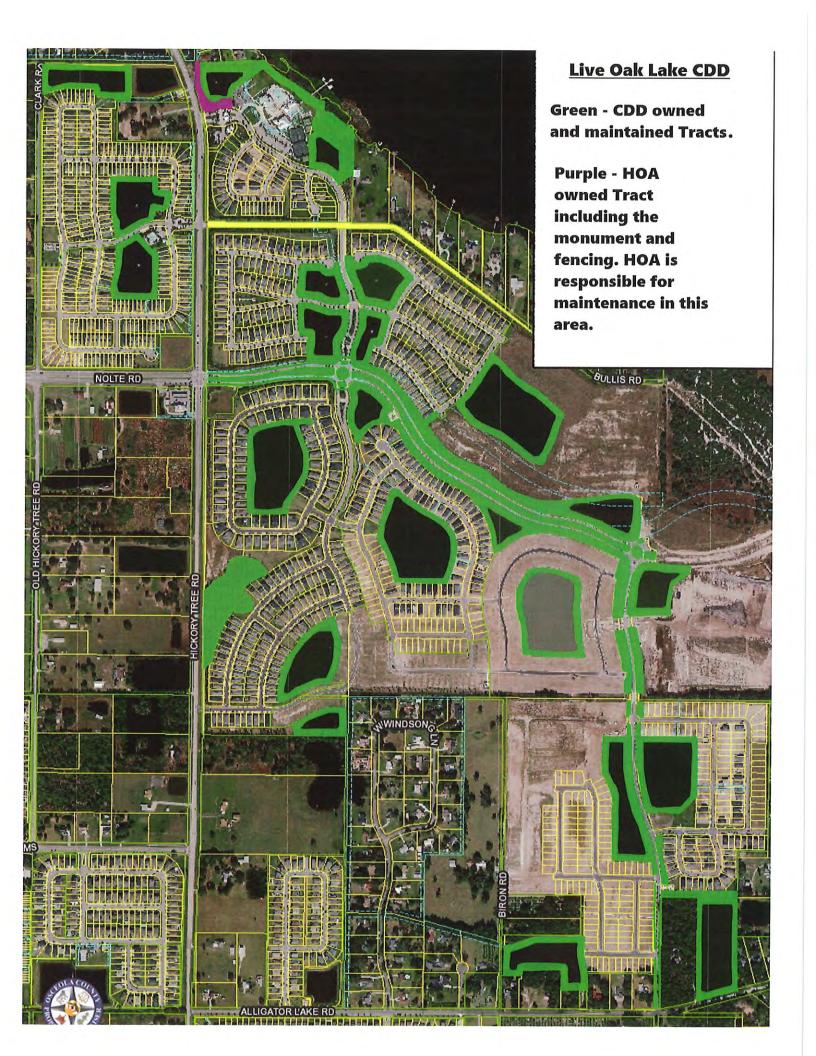
Trimming shall include removal of all dead fronds, loose boots and seed stalks.

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

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

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

#### Exhibit B: Landscape Maintenance Map



#### Exhibit C: Fee Summary

# Live Oak Lake CDD Landscape Fee Summary

Contractor: Address: Address: 219 E. Livingston St. Orlando, Florida, 32801 Phone: 407-201-1514 Property: LIVE OAK LAKE CDD

Contact: Jarett Wright Email: wright@gmscfl.com

Phone: Fax: Contact: Email:

TOTAL FEE PER MONTH:	PALM TRIMMING (Component E.3) Per Palm Price: Palm counts:	BED DRESSING - Estimate mulch yds (Component E.2)  Per Yard Pricing:	Per Annual Pricing:	ANNUAL CHANGES - None at this time (Component E.1)	(Component D)	Tree/Shrub Fert	(Component C)	Bahia/St Augustine/Zoysia	(Component B)	Mowing/Detailing	(Compnent A) -	
\$0			Count									JAN
\$0					H							FEB
\$0												MAR
\$0			Count:							Ī		APRIL
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7	TOTAL
\$0.00	Commence of the Commence of th

Essential Services
Mowing/Detailing/Irrigation/Fert and Pest

Extra Services Annual Changes, Palm Pruning, Mulch

#### Live Oak Lake CDD Landscape Fee Summary

Contractor: PRINCE AND SONS

Phone: (863) 422-5207 Fax:

Address: 14645 BOGGY CREEK RD

ORLANDO, FL 32824

Contact: LUCAS MARTIN
Email: LMARTIN@PRINCEANDSONSINC.COM

Property: Live Oak Lake CDD

Address: 219 E. Livingston St.

Orlando,

Florida, 32801

Phone: 407-750-3599

Contact: JWright@gmscfl.com

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	12,960	8,640	8,640	21,600	17,280	17,280	21,600	17,280	21,600	17,280	8,640	8,640	\$181,440
TURF CARE (Schedule B) Bahia/St Augustine Fert		4,248		4,248		4,248		4,248		4,248		4,248	\$25,488
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert			2,240			2,240			2,240			2,240	\$8,960
BED DRESSING - Estimate mulch yds (Schedule E - B.) Per Yard Pricing:					13,750 250 Mulch Yds						8,250 150 Mulch Yds		\$22,000
PALM TRIMMING (Schedule E - C.) Per Palm Price: \$45						9,000						4,500	\$13,500
ANNUAL CHANGES - None at this time (Schedule E - A. )													\$0
IRRIGATION MAINT. (Schedule D)	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	\$21,600
TOTAL FEE PER MONTH:	\$14,760	\$14,688	\$12,680	\$27,648	\$32,830	\$34,568	\$23,400	\$23,328	\$25,640	\$23,328	\$18,690	\$21,428	\$272,988
Flat Fee Schedule	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$22,749	\$272,988

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

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

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

Addendum #1 Live Oak Lake CDD RFP 2024 Landscape Maintenance Services

March 15, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

#### **CLARIFICATIONS/QUESTIONS:**

Q1: How many yards of mulch to be included in the contract?

A1: The contract should include 400 yds of mulch. 250 In May 150 in November.

Q2: Is the Landscape vendor responsible for "Wet Checks"?

A2: Yes this is clearly defined in Component D of the scope. Also please refer to the "Supplemental Irrigation Specification for Component D"

Q3: Are vendors allowed to attend the meeting on April 3rd, 2024.

A3: CDD meetings are open to the public and vendors are allowed to attend the meeting. The meeting will be held on April 3rd, 2024, at the Celebration public library. There is limited space in the meeting room and it is requested that if you intend to attend the meeting, please utilize the zoom link that will be posted on the CDD's website, www.liveoaklakecdd.org, when the agenda is released a week prior to the meeting. There is no guarantee that the board will want to meet with bidders, or listen to bid presentations at this time. The board will have sole discretion on how they wish to proceed with the meeting.

- Q4: Please provide an overall palm count broken down by palm type.
- A4: It is expected that any potential bidder will inspect the property, and gather any information related to palm trees on their own accord. The CDD will not be supplying this information to bidders. Please use the area map provided to review CDD areas.
- Q5: Please provide an irrigation zone count.
  - A5: The East / West controller has 59 stations, the North / South controller has 64 stations
- Q6: Please delineate areas sodded with St Augustine, Bahia and Zovsia turf
- A6: It is expected that any potential bidder will inspect the property, and gather any information related to the turf on their own accord. In general, there is bahia sod along the pond banks, and St. Augustine everywhere else. However, bidders are expected to verify this information themselves and obtain sod coverage area on their own.
- Q7: Please provide all mulch types used on the property and locations where each will be used.
- A7: Chocolate Cypress Mulch is the preferred mulch for the property. This will be used in all CDD mulch beds including roundabout monuments, viburnum hedge lines, and other plant beds on CDD property.
- Q8: On the form "SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK", does the field "% OF TIME TO BE DEDICATED TO THIS PROJECT" refer to their time spent on the project as a percentage of the total project period or as a percentage of their overall time spent working out of the year, including on unrelated projects?
- A8: The account manager assigned to this project is expected to supervise the onsite crews as much as possible, and be available for meetings with district staff as described in the scope.
- Q9: On Proposal Form Part III Experience, is a full list of work performed for community development districts required? Should examples listed be restricted to a certain area, time period, or size of project performed?
- A9: The experience list should include all CDD's that the contractor has serviced in the state of Florida that they wish to include to validate their services. References and other information to such is for the bidder to show board members their experience with similar projects. The bidder should answer this question and provide information at their own discretion.
- Q10: On Proposal Form Part III Experience, please provide specific requirements for projects "similar to this project" beyond the requirement that they also include irrigation maintenance
- A10: Page 9, section 20 of the RFP packet that was provided explains the only mandatory requirements for contractors. When listing projects similar to this project we are looking for previous CDD's / HOA's that the contractor serviced, properties whose contract values are similar, or other large corporate / government projects. We understand that not every contractor will have experience with working for CDD's in the past, and this will not automatically disqualify you from

bidding or being considered. This is meant to be up to the bidders discretion to best display their past performance.

Q11: On Proposal Form Part IV – Pricing, a subheading on the field "TURF CARE" specifies "Bahia/St Augustine Fert". However, the specifications include additional requirements for turf care under Component "B" beyond fertilization including insect/disease control. Should these additional services be included in the pricing under "TURF CARE" or elsewhere?

A11: This pricing should be included in the "TURF CARE" section on the fee summary schedule.

Q12: On Proposal Form Part IV – Pricing, a subheading on the field "TREE/SHRUB CARE" specifies "Tree/Shrub Fert". However, the specifications include additional requirements for bed care under Component "C" beyond fertilization including insect/disease control. Should these additional services be included in the pricing under "TREE/SHRUB CARE" or elsewhere?

A12: This pricing should be included in the "TREE/SHRUB CARE" section.

Q13: Will irrigation repairs not necessitated by negligence on the part of the bidder be considered additional billable services? Will these repairs be subject to the hourly irrigation rate provided on Proposal Form Part IV?

A13: Yes, any irrigation repairs that are not a result of negligence will be billed separately then the standard contract. The contractor should alert the District Field Manager and Irrigation Consultant of any needed repairs and submit a proposal for the repair.

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

NAME OF FIRM:						
PRIN	CE AND SONS					
SIGNATI	JRE: Martin					
DATE:	3/21/24					

Addendum #2 Live Oak Lake CDD RFP 2024 Landscape Maintenance Services

March 15, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

#### **CLARIFICATIONS/QUESTIONS:**

C1: Component D - Irrigation Maintenance - Scope of Services

C1: Please also review and include the specifications defined in the "Supplemental CDD Irrigation Spec Component D" when creating your bid. This has been provided with this addendum in a separate document.

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

NAME OF FIRM:	
PRINCE AND SONS	
SIGNATURE: Lucas Martin	
DATE: 3/21/24	

SECTION e.

# ROTOLO CONSULTANTS, INC. WWW. ROTOLOCONSULTANTS.COM



ROOTED IN TRADITION . GROWING THE FUTURE

Proposal Prepared For: Live Oak Lake Community Development District

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# Attachments:

• Proposal Forms

#### LETTER FROM OUR PRESIDENT



March 25, 2024

Live Oak Lake Community Development District Governmental Management Services-- Central Florida, LLC 219 East Livingston Street Orlando, Florida 32801

Re: RFP Live Oak Lake Community Development District -- Landscape & Irrigation Maintenance

To Whom It May Concern:

Rotolo Consultants, Inc. (RCI) is pleased to submit the following proposal for Live Oak Lake Community Development District. RCI fully understands the extent and scope of the work required under the RFP and is ready to enter into a contract. We will provide the necessary staff, equipment, and management to execute the work consistent with the RFP.

The person authorized to contractually obligate RCI is:

Michael Rotolo, President & COO

Phone: 985.643.2427 Fax: 985.643.2691

Email: mrotolo@rotoloconsultants.com

The point of contact for contractual clarifications will be:

Ryan Rotolo, Maintenance Estimating

Phone: 985.445.9344

Email: rjrotolo@rotoloconsultants.com

The team at Rotolo Consultants, Inc. looks forward to a partnership with Live Oak Lake Community Development District. We are confident in our team's ability to create a lasting impact on the properties entrusted to us.

Sincerely,

Michael Rotolo President & COO

Rotolo Consultants, Inc.

# KEY PERSONNEL EXECUTIVE & MANAGEMENT



MICHAEL ROTOLO
President and COO
18 years experience



BRIAN ROTOLO CFO 15 years experience



BRANDT MARTIN COO of Maintenance 13 years experience



JEREMY CARTER RVP of Maintenance 20 years experience



**EZEKIEL DAVIS Regional Manager**19 years experience



WILLIE SIMS
Area Manager
16 years experience



EDDY FERNANDEZ Corporate Safety Officer 23 years experience



STEVEN PUGH
Corporate Irrigation Manager
30 years experience



RUSSELL HARRIS Corporate Horticulturist 32 years experience

# KEY MANAGEMENT BIOS

# **MICHAEL ROTOLO - President & COO**



Michael has been with RCI since 2005 and serves as RCI's President & COO. Michael is responsible for the day-to-day oversight of the company with a focus on companywide operations. Prior to joining the team at RCI, Michael worked as a wireline engineer for Schlumnerger in Vietnam, Myanmar, and Malaysia. Michael is a 2004 graduate of the Georgia Institute of Technology where he earned a degree in Mechanical Engineering.

# **BRIAN ROTOLO - Chief Financial Officer**



As Chief Financial Officer, Brian Rotolo oversees Accounting, Human Resources, Risk Management, and Legal Affairs while serving on the Board of Directors. Prior to joining the executive leadership team at RCI in 2011, Brian worked as a field engineer for a French oil and gas service firm in Houston, Texas. Brian is a 2006 graduate of Georgia Tech in Mechanical Engineering and went on to earn his Masters of Business Administration from Rice University in 2010.

# **BRANDT MARTIN - COO of Maintenance**



As COO of Maintenance, Brandt Martin oversees all aspects of multiple maintenance divisions throughout a five state area with specific focus on customer relations, contracting, acquisition/integration, resource allocation and field operations. Brandt first joined the team at RCI in 2010. He is a 1995 graduate of Old Dominion University where we earned a degree in Finance. Brandt is also a retired military veteran.

# KEY MANAGEMENT BIOS

# **JEREMY CARTER - RVP of Maintenance**



Jeremy Carter serves as a Regional Vice President of Maintenance for RCI. Jeremy is a graduate of Auburn University, where he earned a degree in Horticulture and a master's degree in Accounting. He is a licensed Ornamental and Turf Pesticide Applicator for the state of Alabama (OTPS). Jeremy has 20+ years experience in the landscaping industry and has served in various positions such as tech services manager, account manager, branch manager, regional manager, and division manager.

# **EZEKIEL DAVIS - Regional Manager**



Ezekiel has been employed with RCI for 10 years, and has overseen some of the company's highest profile clients during that time. He has 20 years of experience in both management and the landscape industry.

# **WILLIE SIMS - Area Manager**



Willie Sims serves as an Area Manager for the Orlando market. He has 18 years of landscaping experience with over 12 years spent in management positions, as well as a decade worth of experience in horticultural education. Willie possesses the knowledge, leadership experience, and management skills to maintain service quality. Additionally, Willie is certified with the Louisiana Landscape & Nursery Association.

# KEY MANAGEMENT **RESUMES**

## JEREMY CARTER, REGIONAL VICE PRESIDENT

## jcarter@rotoloconsultants.com

#### Skills and Abilities

Twenty years of experience in the landscaping industry, eighteen years of management experience, ability to manage several markets at once.

#### **Professional Experience**

Regional Vice President of Maintenance- Rotolo Consultants, Inc. 2024-Current

Alex City, Birmingham, Jackson, Memphis, Nashville, Orlando

Responsibilities include: overseeing the management of the maintenance department, capital expenditures, and financial management.

#### Division Manager- Rotolo Consultants, Inc.

2021-Current

Alex City, Birmingham, Montgomery, Nashville, and Tuscaloosa

Responsibilities include: maintaining profitability within the Alabama market, customer retention and relationships, training and support for management team, assisting with sales and estimating, project safety, etc.

#### Regional Director of Maintenance-Landscape Associates

2009-2021

Bessemer, AL

Responsibilities included: overseeing branches in Auburn, Birmingham, Columbus, Montgomery, and Tuscaloosa, leading management teams, obtaining new contracts, logistics, maintaining licenses, develop annual operating budgets, develop sales goals for each market, and oversee hiring of new personnel.

#### Sales Representative- Regal Chemical Company

2008-2009

Alpharetta, GA

Responsibilities included: developing sales strategies, sales of fertilizer and turf grass chemicals for Alabama market, maintain expense reports and truck inventory, and client communications.

#### Account Manager- Landscape Associates

2005-2009

Bessemer, AL

Responsibilities included: quality control, meeting enhancement sales goals, being the point of contact for property managers, handling a portfolio of clients, and training supervisors and crewmen.

#### **Education**

Master of Science: Accounting

2015

University of Alabama Birmingham, AL

Bachelor of Science: Horticulture

2003

**Auburn University** 

Auburn, AL

# KEY MANAGEMENT RESUMES

# **EZEKIEL DAVIS, REGIONAL MANAGER**

edavis@rotoloconsultants.com

#### **Skills and Abilities**

Nineteen years of experience in the landscaping industry, seventeen years of management experience, ability to manage several markets at once.

# **Professional Experience**

Regional Manager- Rotolo Consultants, Inc. 2013-Current

Responsibilities include: overseeing all maintenance operations in respective market, create schedules for area managers to execute with their crews, establish and maintain working relationships with clients, provide training for area managers and project managers within market, oversee all equipment and vehicles in inventory, schedule vehicle and equipment maintenance as needed.

#### Supervisor- Davis Landscaping

2003-2005

Responsibilities: oversaw services on projects all properties, assigned tasks to crew members, provided transportation for crews to sites being serviced

#### **Education**

Associate of Arts Degree

2002

Pearl River Community College Birmingham, AL

# KEY MANAGEMENT RESUMES

# **WILLIE SIMS, AREA MANAGER**

wsims@rotoloconsultants.com

# **Skills:**

18 years of experience in the landscaping industry, with 12 years of experience in management positions.

# **Experience:**

#### Area Manager - Rotolo Consultants, Inc.

2022- Present

- Manage landscape optimizations to improve efficiency
- Execute daily service plans in the field
- Schedule and workload crews to optimize routing density workspace
- Organize and plan equipment packages
- Ensure work performed meets company service quality standards
- Proactively communicate property issues and upcoming services
- Conduct weekly safety meetings with crews
- Coordinate equipment repairs
- Work with regional managers to meet or exceed property GM budgets

# **Operations Manager - Garden Doctors**

2019-2022

- Managed all aspects of landscape installations and lawn maintenance enhancements
- Confirm staffing, schedule, payroll, and quality of work delivered in timely manner
- Coordinate materials, tools, equipment and staffed personnel

## Horticulture Instructor - Baton Rouge Community College

**Since 2013** 

 Taught license examinations including: Private Applicator, Landscape Horticulture Contractor, Arborist, Ornamental and Turf, Right of Way Industrial Pest Control, Rodent Control, Mosquito Control Applicator, Community Public Health, and Louisiana Nurseryman Certification

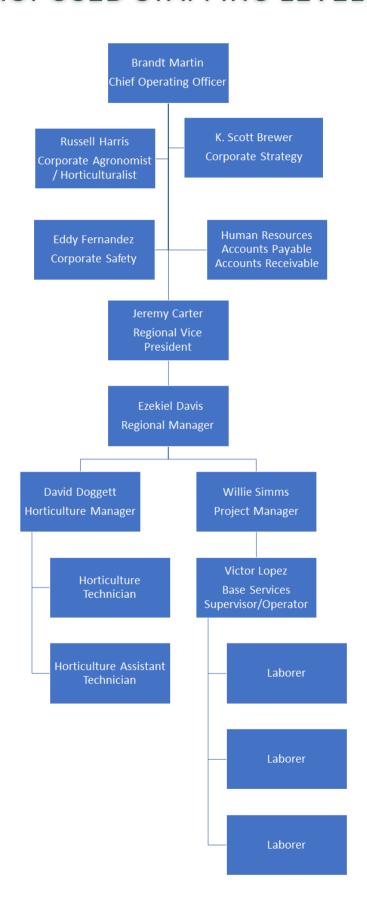
# **Education:**

# Associate in Horticulture Technology

2006-2008

Hinds Community College - Raymond, MS

# ORGANIZATIONAL CHART PROPOSED STAFFING LEVELS



RCI anticipates utilizing one (1) crew of three (3) laborers and one (1) supervisor/operator for base maintenance services and additional enhancements upon request. Additionally, RCI will utilize one (1) crew of two (2) horticulture technicians and one (1) horticulture manager to perform all chemical applications.

# RCI STAFFING APPROACH TO HIRING

Rotolo Consultants, Inc. (RCI) is a first-tier contractor that provides opportunities for professionals to learn, grow, and thrive. RCI is committed to building a team of dedicated professionals ready to impact the commercial landscape industry through dynamic and consistent training, continuing education, and vibrant company culture.

Our staffing practices focus heavily on community engagement to employ the residents of the neighborhoods in which we operate. Our recruiting process includes participation in locally hosted career and college fairs. We consistently place digital advertisements for open positions to platforms like Indeed and social media in addition to local web-based media outlets. RCI has experience hosting independent career fairs to promote employment in the community. In addition to traditional fairs, RCI has created an initiative promote career options with local church congregations and community missions. RCI employs a dedicated recruiting team whose mission is partnership with local colleges and universities to create pipelines for career placement with industry-relevant graduates. Our company is also proud to have established a partnership with the Veteran Affairs employment specialists serving the southeast. Our mission is to employ our nation's veterans after they complete their service. We also participate in the H2B Visa program, with approximately one-third of our employees identifying as Visa workers.

RCI values and prioritizes a diverse and inclusive team as well. Currently, 72% of our workforce is female/Hispanic/African American/Asian/or Native American.

Our expansive footprint proves RCI's ability to recruit, hire, train and retain the necessary number of qualified employees to successfully complete the scope of services set out by the LOLCDD.





# RCI STAFFING STAFFING PROCEDURE

#### STAFFING APPROACH

We create a specific and unique staffing chart for each project, complete with professional resumes and histories of our industry leaders. RCI has developed one of the largest teams of industry professionals in the green industry in the U.S. through diligent recruiting efforts and industry leading employee retention. Following are some specifics relative to RCI staffing procedures relevant to these projects:

- 1. **Initial Drug Screen** RCI performs an initial drug screening, and also random drug testing throughout employment.
- 2. **Motor Vehicle Record Check** Performed not only to confirm authorized drivers of company vehicles, but also provides information pertinent to the suitability of employment.
- 3. E-Verify Our team is fully compliant with the E-Verify program.

#### **WORKMAX**

RCI currently utilizes Workmax, a state-of-the-art application, using geolocation for clock-in/clock-out times. Crews have the capability to use Workmax on their smartphone without an internet connection. Supervisors are not only able to check their crew in and out at a site but also change the cost code at each site throughout the day. Managers are able to utilize the ability to run reports on many aspects of the crew's day, such as job hours, work hours, and cost code hours. The standardization of equipping each supervisor with a smartphone creates the capability to use other applications to track crew work time and productivity.





# **COMPANY MISSION STATEMENT**

RCI is committed to providing quality products and services by incorporating creativity, professionalism, integrity and continuous improvement. In the ongoing spirit of partnership, we strive to provide a rewarding atmosphere for our team in order to produce outstanding results for our clients.

# **COMPANY CORE VALUES**

Our core values are the key to our success and the reason our clients come back to us again and again, often asking for our senior team members and superintendents by name since 1978.

# Integrity

We conduct our business with honesty, reliability and consistency in order to produce positive results for both our clients and our team members.

# Creativity

We seek innovative solutions for clients via imaginative and unique approaches delivered impeccably by our team of industry professionals.

# **Passion**

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

# ANNUAL DOLLAR VALUE OF WORK

Year	Total Annual Dollar Value of Work
2023	\$120,001,620
2022	\$101,516,449
2021	\$86,003,862

# COMPANY OVERVIEW & EXPERIENCE

Rotolo Consultants, Inc. (RCI) is a 45-year-old company that has grown from a local plant nursery to one of the top 20 largest commercial landscape companies in the United States and Canada. RCI employs over 1,200 people across the Southeast and provides a range of services, including hardscape and aquatic construction, landscape installation, and turn-key landscape maintenance. RCI currently operates out of 18 cities across six states and has over 1,000 maintenance clients.

RCI has strong relationships with Isuzu, John Deere, and Stihl, which allows the company to purchase equipment at government-level pricing and secure equipment on short notice. RCI also owns over \$12 million in equipment, which allows the company to deploy any level of equipment and vehicles required to begin operations immediately. RCI has a bonding capacity of \$20MM single job/\$60MM aggregate bonding capacity and will be able to secure any bid or performance bonds required.

RCI has the ability and proven track record to quickly staff large-scale operations, including the type of operation that would be required to begin work on your project. RCI always maintains a "bench strength" of management and supervisors to absorb the company's average 10-15% year-over-year growth.

All staff on RCI projects are trained on all equipment they will be utilizing as part of the company's ongoing internal training system. RCI has multiple purchasing agents who will identify and secure all necessary stock, supplies, and inventory prior to the start of a project.

RCI builds the staff and equipment necessary for a quality project into all of its proposals. The company has a retention rate of over 95% on existing landscape maintenance clientele. This is not an accident, but rather the result of proper management and staffing, with checks and controls in place to ensure that every team member is held responsible for their area of work. Most of RCI's management staff have moved up through the ranks of the company, which ensures that clients have a tried and tested team. The average tenure among RCI's senior staff is over 10 years.

RCI also has a fleet of over 300 trucks and numerous pieces of large equipment. We are also an R&D partner with John Deere and Rain Bird, and are a strategic account holder for both companies. RCI remains on the cutting edge of what is happening within the green industry and is ready to offer its clients superior service.

In summary, RCI is a large, well-established company with a proven track record of success. We have the staff, equipment, and expertise to quickly and efficiently staff and execute large-scale projects.

# RCI SCOPE OF SERVICES

# LANDSCAPE MANAGEMENT

- Turf Maintenance
- Ornamental & Tree Maintenance
   Landscape Assessments
- Irrigation System Maintenance
- Chemicals/Horticultural Services
- ROW Maintenance

- Athletic Fields Management
- Mulch
- Annuals

# CONSTRUCTION

- Hardscape
- Aquatics
- Design + Build
- Landscape & Irrigation
- Lighting
- Erosion Control

- Athletic Fields & Complexes
- Fencing
- Retaining Walls
- Hydro-Seed
- Drainage
- Signage

# **DESIGN + BUILD**

- Land Planning & Landscape Architecture
- GIS Mapping & Presentations
- Landscape Master Planning
- Permit Documents

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

# DISASTER RELIEF

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

- Tree & Debris Removal
- Landscape/Aquatic/Hardscape **Renovation & Emergency Repairs**
- Temporary Housing
- Labor & Equipment Assists

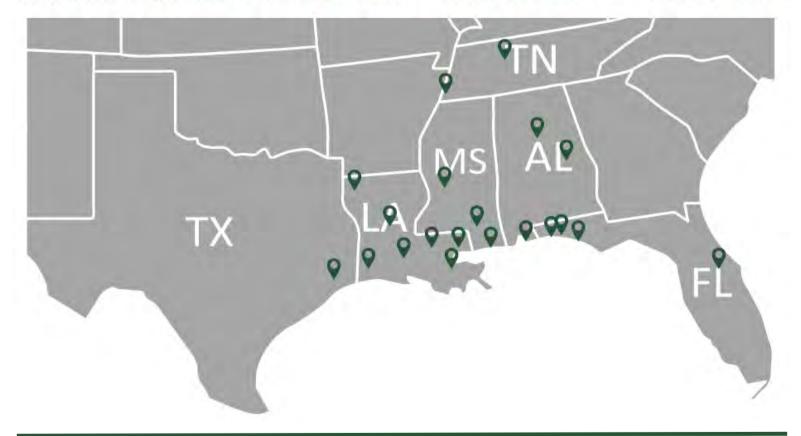


# RCI LOCATIONS

RCI is currently operational out of 20 cities within 6 states in the southeast.



Alexander City - Alexandria - Baton Rouge - Biloxi - Birmingham - Destin - Foley Hattiesburg - Houston - Jackson - Lake Charles - Lafayette - Memphis - Nashville New Orleans - Orlando - Panama City Beach - Santa Rosa Beach - Shreveport - Slidell



Your Local Office:

RCI ORLANDO OFFICE

1733 Benbow Ct Apopka, FL 32703 (689) 999-4782

# RCI SAFETY SAFETY PROGRAM

The key to mitigating damages, claims, or injuries on any project is an appropriate safety and training program. We are proud of our industry-leading safety record, at the heart of our success in this area is a tool utilized on all of our projects that we term our Job Hazard Analysis. This is a report completed prior to the commencement of any services on a project. Our company safety manager, PM, and key staff will complete a thorough inspection of the areas to be serviced and the equipment and vehicles to be utilized. Our Job Hazard Analysis report identifies any safety issues from the basics of proper equipment operation to the details of specific areas that will be worked in and any unique safety issues they may represent. While the analysis is completed on the front end of a project, it is a working tool utilized in our weekly safety meetings and is adjusted and added to as the knowledge of the property and operations increases.

Our weekly safety meetings are designed to discuss and promote safe work conditions for the upcoming weeks' work schedule. This is an added tool to keep the lines of communication open about any existing safety issues.

All of our staff is trained on equipment prior to any operation. We utilize factory training guides, visits by manufacturer's representatives, and our own experience in completing the requisite training. Each employee's personnel file is kept up to date with all internal training that has been completed and in no instance is an employee tasked with using a piece of equipment prior to completing the necessary training in safe operation. To further promote safety, RCI has daily equipment, vehicle, and trailer inspection program in place. Our supervisors are responsible for inspecting all the equipment being used for the day prior to the start of work. After inspection, they must complete equipment and vehicle inspection forms that are turned into the project manager.

Our PM and supervisors are responsible for the weekly safety meetings. Various topics are covered and quite often utilize our Job Hazard Analysis. The employees are provided written copies of the meeting's subject matter.



## RCI SAFETY CHEMICAL SAFETY & APPLICATION POLICY

RCI believes chemical safety to be of the utmost importance. All spray team members undergo initial chemical handling and safety classes when hired. RCI uses a combination of classroom and experiential learning followed by an apprenticeship during which the Spray Tech Trainee accompanies an experienced spray tech for a period of one year. RCI uses the 'National Pesticide Applicator Certification Core Manual' in the classroom and sends spray techs to educational seminars provided by cooperative extension services and state agricultural departments/bureaus.

Additionally, we offer continuing education classes with opportunities of advancement within the department. Participating employees are issued certificates for continuing education and advancements in their employment files. At present, over half of our staff are state licensed commercial applicators. RCI'S end goal is to have every spray tech become a state licensed commercial pesticide applicator at the Spray Tech 1 level (Supervisor).

#### RCI PESTICIDE APPLICATION POLICY

RCI follows the principles of Integrated Pest Management (IPM) which employ the use of all suitable pest control methods to keep pest populations below the economic injury level. Methods include cultural practices; the use of biological, physical, and genetic control agents; and the selective use of pesticides to limit environmental impacts. RCI follows all state and federal pesticide laws and abides by the clientele's directives. Spray techs are required to wear the personal protective equipment (PPE) recommended by the product label and must apply all pesticides in accordance with the label. RCI provides clientele with a written record of all pesticides applied, the rate at which they were applied, the location they were applied, the total amount applied, and the reason they were applied. All records are maintained for on-demand inspection by federal and state regulating agencies as well as clientele.

#### FERTILIZER AND PESTICIDE APPLICATIONS

Excess fertilizers, herbicides, and insecticides are major sources of nonpoint source pollution. RCI follows sustainable landscape best management practices to reduce the impact of fertilizers and pesticides on the environment. Fertilizer applications are performed by RCI spray techs and specially trained maintenance personnel by hand or calibrated equipment to ensure fertilizers are applied at desired application rates. Whenever possible fertilizers are applied based on soil test results to ensure that only essential fertilizer applications are made and to prevent overapplication. RCI tailors fertilizer applications to meet landscape needs by utilizing any of the following: organic and conventional fertilizers, sulfur or polymer-coated controlled-release granular fertilizers, water-soluble and chelated fertilizers. When plants are suspected of having nutritional deficiencies, pictures of the plants are first sent to the RCI corporate horticulturist for verification. The corporate horticulturist will then determine the appropriate course of action, which may include fertility records reviews, investigative site visits, soil sampling and analysis, tissue sampling and analysis, review of test results, and the application of fertilizers and/or soil amendments.

#### QUALITY CONTROL PROCEDURE

RCI's commitment to quality has earned us a coveted reputation for creating award-winning landscapes for a diverse clientele. Our quality control procedure allows our top-tier staff of division managers, regional managers, area managers, crew leaders, and crew members to work with exceptional quality being the focus in everything they do.

RCI utilizes a multi-step quality control procedure, ensuring every area of a project is thoroughly reviewed. Area managers will be on-site regularly with their staff, and the regional manager will be on site monthly to monitor crew performance. This procedure ensures the proper inspections are being made consistently. Two separate quality inspections are in place, with the first being a weekly inspection. The property's area manager will complete RCI's weekly quality inspection form which will contain a specifically curated list of service details reminding crew leaders to consider quality in every service performed. Once completed, these lists are then provided to the supervisor and filed weekly. After the initial review, a regional manager will review them once again on the 30th of each month. Along with these weekly quality inspections, the property supervisor will walk the property regularly to ensure weekly work is up to the RCI standard.

In addition to the weekly inspections, monthly inspection forms containing a more extensive overview of the property are completed. These monthly inspections provide more detail regarding specific property areas and identify areas that may need more focus. Area managers will complete RCI's quality site evaluation (QSE) each month. This monthly quality inspection will include a client review for project quality, issues/problems, and enhancement opportunities for the site. RCI's quality inspection forms are in place to guarantee employees are constantly reminded to keep their work quality at the forefront. These inspections are available to the property manager at their request. RCI provides complete transparency regarding procedures utilized in managing your property to provide first-rate care.

Along with weekly and monthly quality inspections, RCI will also complete a job hazard analysis (JHA) before beginning work. This analysis aids the team on the ground in identifying potential hazards. RCI management will make constant updates of this analysis as conditions can change.



#### **Camp Creek**

Inlet Beach, FL 2023 - Current Contact: John Miller, 850-381-0537 johnmiller@rcamflorida.com

#### Latitude Margaritaville

Miramar Beach, FL 2023 - Current Contact: Hannah Bowyer, 850-499-0332 hannah.bowyer@fsresidential.com

#### Seaside

Seaside, FL 2021 - Current Contact: Angel Selvey, 850-231-1551 angel@seasidetowncouncil.com







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#### SCHEDULE OF SERVICES

2024

Live Oak Lake CDD Nolte Rd. St. Cloud, FL 34772

			TUR	F MOV	VING								
MONTH	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	
CALENDAR WEEKS	4	4	5	4	5	4	4	5	4	4	5	4	52
SERVICES	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Mowing and String Trimming (ST. AUGUSTINE)	2	2	3	4	5	4	4	5	4	2	3	2	40
Soft Edging - Beds & Tree Rings (ST. AUGUSTINE)	1	1	1	2	2	2	2	2	2	1	1	1	18
Hard Edging (ST. AUGUSTINE)	2	2	3	4	5	4	4	5	4	2	3	2	40
Blowing & Clean-Up (ST. AUGUSTINE)	2	2	3	4	5	4	4	5	4	2	3	2	40
Mowing and String Trimming (BAHIA)	2	2	3	2	4	3	3	4	2	2	3	2	32
Hard Edging (BAHIA)	2	2	3	4	5	4	4	5	4	2	3	2	40
Blowing & Clean-Up (BAHIA)	2	2	3	4	5	4	4	5	4	2	3	2	40
String Trimming to Water Line	1	1	2	1	2	1	1	2	1	1	2	1	16
			DETA	L SER	VICES								
MONTH	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	
CALENDAR WEEKS	5	4	4	4	5	4	5	4	4	5	4	4	52
SERVICES	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Hand Weeding	1	1	1	2	2	2	2	2	2	1	1	1	18
Shaping of Shrubs As Needed	1	1	1	1	1	1	1	1	1	1	1	1	12
Bed Pre-emergent Herbicide				1		1		1		1		1	5
Bed Fertilization				1								1	2
Insect Control on Beds As Needed	1	1	1	1	1	1	1	1	1	1	1	1	12
Fungus Control on Beds As Needed	1	1	1	1	1	1	1	1	1	1	1	1	12
Turf Pre-emergent Herbicide (ST. AUGUSTINE)	1		1		1					1			4
Turf Fertilization (ST. AUGUSTINE)	1		1		1					1			4
Turf Post-emergent Herbicide (ST. AUGUSTINE)	1									1			2
Mole Cricket Control on Turf As Needed	1	1	1	1	1	1	1	1	1	1	1	1	12
Chinch Bug Control on Turf As Needed	1	1	1	1	1	1	1	1	1	1	1	1	12
Fungus Control on Turf As Needed	1	1	1	1	1	1	1	1	1	1	1	1	12
Fire Ant Bait Application				1						1			2
Ant Control As Needed	1	1	1	1	1	1	1	1	1	1	1	1	12
Crack and Crevice Weed Control	1	1	1	1	1	1	1	1	1	1	1	1	12
Irrigation Monitoring		1	1	1	1	1	1	1	1	1	1		10
	ADDITI												10
MONTH	Jan.	Feb.	Mar.	Apr.	May	June		Aug.	Sept.	Oct.	Nov.	Dec.	
CALENDAR WEEKS	4	4	5	4	4	4	5	4	5	4	5	4	52
SERVICES	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Palm Pruning (WASHINGTONIA)		1				V		1	V.				2
Palm Pruning (NON-WASHINGTONIA)					1000			1			1		1
Mulch					1						1		2

### FINANCIAL INFORMATION FINANCIAL STABILITY LETTER

Please see below for our financial stability letter.



LaPorte, APAC 111 Veterans Blvd, | Suite 600 Metairie, LA 70005 504.835.5522 | Fax 504.835.5535 LaPorte.com

July 19, 2023

To Whom it May Concern:

This letter serves as a response to the demonstration of the financial stability of Rotolo Consultants, Inc. (RCI) in connection with any qualification submissions. LaPorte CPAs & Business Advisors (LaPorte) performed an audit of RCI Acquisition Sub, LLC's consolidated financial statements as of and for the year ended December 31, 2022.

As of December 31, 2022, and as presented in the audited consolidated balance sheet, total assets equaled \$77,838,434 and working capital equaled \$3,509,755 (calculated as current assets less current liabilities). Certain financial ratios as of December 31, 2022 for Rotolo Consultants, Inc. were as follows:

Current Ratio 1.18

(calculated as current assets divided by current liabilities)

Backlog to Working Capital 14.3

(calculated as backlog divided by working capital)

If you have any further questions, please do not hesitate to contact me at (504) 838-4854.

Sincerely,

Tracy Tufts, CPA, CCIFP

Tracy Jufts

Director, Audit and Assurance Services

# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

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

## ROTOLO, MICHAEL JOSEPH

ROTOLO CONSULTANTS, INC. 38001 BROWNSVILLAGE RD SLIDELL LA 70460

**LICENSE NUMBER: CBC1262789** 

**EXPIRATION DATE: AUGUST 31, 2024** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Date

December 21, 2023

File No.

Expires

LF346760

A STRUCTURE A

December 21, 2027

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: December 21, 2027

MARK ANTHONY WALLS 3824 QUAIL ST PANAMA CITY BEACH , FL 32408-7474



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

MARK ANTHONY WALLS LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF346760

Cut

here

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



WILTON SIMPSON COMMISSIONER

Signature

Wallet Card Wallet Card - Fold Here

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

## STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

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

## FRAZIER, MICHAEL LESLIE JR

ROTOLO CONSULTANTS, INC. 38001 BROWNSVILLAGE RD SLIDELL LA 70460

**LICENSE NUMBER: SCC131152320** 

**EXPIRATION DATE: AUGUST 31, 2024** 

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# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

### PETERS, MICHAEL GENE

38001 BROWNSVILLAGE RD SLIDELL LA 70460

**LICENSE NUMBER: LA6667481** 

**EXPIRATION DATE: NOVEMBER 30, 2025** 

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/02/2023

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## STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

## STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF LANDSCAPE ARCHITECTURE

**LICENSE NUMBER: LA6667481** 

**EXPIRATION DATE: NOVEMBER 30, 2025** 

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PETERS, MICHAEL GENE 38001 BROWNSVILLAGE RD SLIDELL LA 70460



ISSUED: 11/02/2023

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#### STATE OF FLORIDA

Department of Agriculture and Consumer Services

erbices
T

2024

RED UNDER

KPIRING: June

AT Department of Agriculture and Consumer Serbices
BUREAU OF LICENSING AND ENFORCEMENT

Date
File No.
September 6, 2023
JE319134
June 30, 2024

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

AT

ROTOLO CONSULTANTS
PANAMA CITY BEACH, FL 32413

DAVID DOGGETT
ROTOLO CONSULTANTS
38001 BROWNSVILLAGE RD
SLIDELL, LA 70460

WILTON SIMPSON, COMMISSIONER



ID CARD HOLDER JE319134

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

STATE OF FLORIDA

BUREAU OF LICENSING AND ENFORCEMENT

Department of Agriculture and Consumer Services



DAVID DOGGETT ROTOLO CONSULTANTS

COMMISSIONER

Signature

ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

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



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cadence Insurance 4041 Essen Lane, Suite 400	CONTACT NAME: Cheryl Ann Boudreaux  PHONE (A/C, No, Ext): 225-336-3245  PHONE (A/C, No, Ext): 225-336-4536				
Baton Rouge LA 70809	E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.com				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: Gray Insurance Company	36307			
INSURED ROTOCON-	INSURER B: Great American E&S Ins. Co.	37532			
Rotolo Consultants, Inc. 38001 Brownsvillage Road	INSURER C: Starstone Specialty Insurance Company	44776			
Slidell LA 70460	INSURER D:				
	INSURER E :				
	INSURER F:				

#### COVERAGES CERTIFICATE NUMBER: 146347471 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	Х	COMMERCIAL GENERAL LIABILITY			XSGL100091	7/1/2023	7/1/2024	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	Х	CG 00 01 04 13						MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGRE <u>GAT</u> E LIMIT AP <u>PLIE</u> S PER:						GENERAL AGGREGATE	\$3,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			XSAL100101	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
ΑC		UMBRELLA LIAB X OCCUR			GXS100273 70892O231ALI	7/1/2023	7/1/2024	EACH OCCURRENCE	\$5,000,000
•	Х	EXCESS LIAB CLAIMS-MADE			708920231ALI	7/1/2023	7/1/2024	AGGREGATE	\$5,000,000
		DED RETENTION\$							\$
Α		KERS COMPENSATION EMPLOYERS' LIABILITY			GWC100307FL	7/1/2023	7/1/2024	X PER OTH-	FLORIDA
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	datory in NH)	117.7					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
В	Cont	&Site Pollution/Professional			PCME56604803	7/1/2023	7/1/2024	2,000,000 Per Occ	2,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis in respects to General Liability (Additional Insured Form Includes Completed Operations), Automobile Liability and Excess policies when required by written contract or agreement with a Waiver of Subrogation granted in their favor in respects to General Liability, Automobile Liability, Worker's Compensation, and Excess policies when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder when required by written contract.

Auto Physical Damage is included on the auto policy referenced above with a \$5,000 physical damage deductible.

See Attached...

CERTIFICATE HOLDER	CANCELLATION
MAGTED GEDTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
MASTER CERTIFICATE	AUTHORIZED REPRESENTATIVE  WHITE Chappens

<b>AGENCY</b>	CUSTOMER ID:	<b>ROTOCON-01</b>
---------------	--------------	-------------------

LOC #:

ACORD	

#### **ADDITIONAL REMARKS SCHEDULE**

Page \_ 1 \_ of \_ 1

AGENCY Cadence Insurance		NAMED INSURED Rotolo Consultants, Inc. 38001 Brownsvillage Road Slidell LA 70460			
POLICY NUMBER		Slidell LA 70460			
CARRIER	NAIC CODE				
		EFFECTIVE DATE:			
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF		NSURANCE			
Blanket Alternate Employer is included on the Worker's Compensa					
Excess Policies are follow form in respects to General Liability, Aut					

#### IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Louisiana COUNTY OF St. Tammany Parish							
Before me, the undersigned authority, appeared the affiant, Brian Rotolo having taken an oath, affiant, based on personal knowledge, deposes and states:							
1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of <u>CFO</u> for <u>Rotolo Consultants, Inc.</u> ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.							
2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Live Oak Lake Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.  3. I do hereby certify that the Proposer has not, either directly or indirectly,							
participated in collusion or proposal rigging.							
4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.							
5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:							
Addendum No dated							
Addendum No dated							
Addendum Nodated							
Addendum Nodated							
6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult							

with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

			4.0		
Dated th	is20th	_ day of _	March	, 2024.	
			Proposer:	Rotolo Consultants,	
			By:	7. Jet	Brian Rotolo
STATE OF	A		Title: CFO	,	
COUNTY OF		nany			
The foregonal online notarization				e me by means of	physical presence or
tolo Consultant				to me or	
7010 201-751 1011				nd 🖰 did or 🗆 did not	
			O	( yen a	. 1
			Notary Pub	lic, State of Florida	<u> </u>
			Print Name		Flanagan #1220
			Commissio	n No.:	il Law Notary Publ
			My Commi	SSIOH EXPITES.	mmany Parish, LA
					rnmission is for tif

#### V. PROPOSAL FORMS

#### **PROPOSAL FORM**

**FOR** 

#### LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

#### TO BE SUBMITTED TO:

# LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT c/o Governmental Management Services – Central Florida, LLC, on or before March 25, 2024 at 11:00am (EST)

TO:	Live Oak Lake Community Development District	
FROM:	Rotolo Consultants, Inc.	
	(Proposer)	

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

All proposals shall be in accordance with the Project Manual.

#### **Proposal Form Contents:**

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

## PROPOSAL FORM PROPOSAL SUMMARY SHEET

/		SENTING Rotolo Consultants, Inc.
	any and/or Corporation ("Propose /specifications at the following price	r"), agree to furnish the services required in the ces:
I.	Contract Proposal Amount: (Please provide an average of all five years of pricing)	<u>\$</u> 221,279.75
	Annual Total, Year 1:	<u>\$</u> 216,025.66
	Annual Total, Year 2:	<u>\$</u> 216,025.66
	Annual Total, Year 3:	\$ 220,346,18
	Annual Total, Year 4:	<u>\$</u> 224,753.10
	Annual Total, Year 5:	\$ 229,248.16
п.	Proposer Information	
NAM	E OF PROPOSER: Rotolo Co	onsultants, Inc.
ADDI	RESS: 38001 Brownsvillage Rd.,	Slidell, LA
PHON	VE: (985) 643 - 2427	FAX: (985) 6443 - 2691
SIGN	ATURE:	the state of the s
PRIN	TED NAME: Brian Rotolo	
TITLE	E: CFO	
DATE	3/20/2024	

## PROPOSAL FORM PART I – GENERAL INFORMATION

,	Proposer General Inf	formation:		
	Proposer Name Roto	olo Consultants, Inc.		
	Street Address 3800	1 Brownsvillage Rd.		
	P. O. Box (if any)	N/A		
	City Slidell	State LA	Zip Code	70460
	Telephone (985) 643	- 2427	Fax no. (985) 643 - 269	1
	1st Contact Name	Brian Rotolo	Title	CFO
	2nd Contact Name	Michael Rotolo	Title	
		27/1		
	Parent Company Nam	ne (if any) N/A		
	Street Address N/A			
	P. O. Box (if any)	N/A		
	City N/A	State N/A	Zip Code	N/A
	Telephone N/A		Fax no. N/A	
	1st Contact Name	N/A	Title	N/A
	2nd Contact Name	N/A	Title	N/A
,	Company Standing:			
	Proposer's Corporate (e.g., individu		ship, limited liability com	pany, etc.)
	In what State was the	Proposer organized? <u>I</u>	Louisiana	Date 12/12/1994
	Is the Proposer in goo	od standing with that St	ate? Yes X No	
	If no, please e	xplain N/A		

	27/4
If no, please explain	N/A
What are the Proposer's cur	rent insurance limits?
General Liability	\$_1,000,000
Automobile Liability	\$ <u>1,000,000</u>
Workers Compensation	\$\frac{1,000,000}{7/1/2024}
Expiration Date	
Licensure – Please list all a licenses are presently in good	pplicable state and federal licenses, and state whether such d standing:
FL Contractor's License	
	cense
FL Pesticide Applicator's Lie	
FL Pesticide Applicator's Lie FL Fertilizer Applicator's Lie	icense

## PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

•	List the location of th	e Proposer's office, which w	ould perform work for the District.
	Street Address 1733	Benbow Ct., Suite 1	
	P. O. Box (if any)	N/A	
	City Apopka	State FL	Zip Code 32703
	Telephone (689) 999	9 - 4782 Fax	no N/A
	1st Contact Name	Ezekiel Davis	Title Regional Manager
	2nd Contact Name	Willie Sims	Title Area Manager
•	Proposed Staffing Level following:	vels - Landscape and irrigat	ion maintenance staff will include the
	$\frac{\frac{1}{2}}{\frac{3}}$	Supervisors, who will be of Technical personnel, who will be onsi	vill be onsite 1 days per month, and
•	-	e Proposer's Officers and S	aplete the pages that follow at the end of appervisory Personnel, and attach resumes
•	who have expertise horticulture, or other	in pesticide application, relevant fields of expertise?	tly employ any other technical personnel herbicide application, arboriculture,  Yes No If yes, please provide additional sheets if necessary):
	Name: David Dogget	t	
	Position / Certificatio	ns: Horticulture Manager/F	L Pesticide Applicator's License
	Duties / Responsibilit	ties: Overseeing Horticultura	l Chemical Application
	% of Time to Be Ded	icated to This Project: 25	
	*		ersight District - Section 26 WD North Phase I
	Project Type/Descript	- · · · · · · · · · · · · · · · · · · ·	mowing along interstate

Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation, horticultural application, mulch replacement  Dates Serviced: 2024 - Ongoing  Subcontractors Does the Proposer intend to use any subcontractors in connection with the work? Yes X No For each subcontractor, please provide the following information (attach additional sheets if necessary):  Subcontractor Name Enviro Tree Service  Street Address 3202 Phils Ln  P. O. Box (if any)  N/A  City Apopka State FL Zip Code 32712  Telephone (407) 574 - 6140 Fax no. N/A  1st Contact Name Kyle Thornton Title Account Manage 2nd Contact Name N/A  Proposed Duties / Responsibilities: Palm Pruning  Please describe the subcontractor's role in other projects on behalf of the Proposer:  Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Phenotect Type/Description: Bed maintenance and mowing along interstate  Dollar Amount of Contract: \$460,712.61  Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation, horticultural application, mulch replacement	Dollar Amount of Co		12.95 1.1 5.2		
Dates Serviced:					
Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes X No For each subcontractor, please provide the following information (attach additional sheets if necessary):  Subcontractor Name Enviro Tree Service  Street Address 3202 Phils Ln  P. O. Box (if any) N/A  City Apopka State FL Zip Code 32712  Telephone (407) 574 - 6140 Fax no. N/A  1st Contact Name Kyle Thornton Title Account Manage 2nd Contact Name N/A  Proposed Duties / Responsibilities: Palm Pruning  Please describe the subcontractor's role in other projects on behalf of the Proposer:  Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Ph. Contact: Jessie Burns Contact Phone: 321 - 395 - 1590  Project Type/Description: Bed maintenance and mowing along interstate  Dollar Amount of Contract: \$460,712.61  Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation,	norticultural applicat	lon, muich replacement			
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the work? Yes X No For each subcontractor, please provide the following information (attach additional sheets if necessary):  Subcontractor Name Enviro Tree Service  Street Address 3202 Phils Ln  P. O. Box (if any) N/A  City Apopka State FL Zip Code 32712  Telephone (407) 574 - 6140 Fax no. N/A  1st Contact Name Kyle Thornton Title Account Manage N/A  Proposed Duties / Responsibilities: Palm Pruning  Please describe the subcontractor's role in other projects on behalf of the Proposer:  Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Phenotett Type/Description: Bed maintenance and mowing along interstate  Dollar Amount of Contract: \$460,712.61  Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation,	Dates Serviced: 202	4 - Ongoing			
Street Address 3202 Phils Ln  P. O. Box (if any) N/A  City Apopka State FL Zip Code 32712  Telephone (407) 574 - 6140 Fax no. N/A  1st Contact Name Kyle Thornton Title Account Manage 2nd Contact Name N/A Title N/A  Proposed Duties / Responsibilities: Palm Pruning  Please describe the subcontractor's role in other projects on behalf of the Proposer: Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Ph Contact: Jessie Burns Contact Phone: 321 - 395 - 1590  Project Type/Description: Bed maintenance and mowing along interstate  Dollar Amount of Contract: \$460,712.61  Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation,	the work? Yes X	No For each subcontracto	or, please provide the following		
P. O. Box (if any)  N/A  City Apopka  State FL  Zip Code 32712  Telephone (407) 574 - 6140  Fax no. N/A  1st Contact Name  Kyle Thornton  Title Account Manage N/A  Proposed Duties / Responsibilities: Palm Pruning  Please describe the subcontractor's role in other projects on behalf of the Proposer:  Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Phenometric Type/Description: Bed maintenance and mowing along interstate  Dollar Amount of Contract: \$460,712.61  Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation,	Subcontractor Name	Enviro Tree Service			
P. O. Box (if any)  N/A  City Apopka  State FL  Zip Code 32712  Telephone (407) 574 - 6140  Fax no. N/A  Ist Contact Name  N/A  Proposed Duties / Responsibilities: Palm Pruning  Please describe the subcontractor's role in other projects on behalf of the Proposer:  Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Ph. Contact: Jessie Burns  Contact Phone: 321 - 395 - 1590  Project Type/Description: Bed maintenance and mowing along interstate  Dollar Amount of Contract: \$460,712.61  Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation,	Street Address _3202	Phils Ln			
Telephone					
1st Contact Name Kyle Thornton Title Account Management of Contact Name N/A Title N/A  Proposed Duties / Responsibilities: Palm Pruning  Please describe the subcontractor's role in other projects on behalf of the Proposer:  Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Phenotact: Jessie Burns Contact Phone: 321 - 395 - 1590  Project Type/Description: Bed maintenance and mowing along interstate  Dollar Amount of Contract: \$460,712.61  Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation,	City Apopka	State FL	Zip Code <u>32712</u>		
2nd Contact Name N/A Title N/A  Proposed Duties / Responsibilities: Palm Pruning  Please describe the subcontractor's role in other projects on behalf of the Proposer:  Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Ph  Contact: Jessie Burns Contact Phone: 321 - 395 - 1590  Project Type/Description: Bed maintenance and mowing along interstate  Dollar Amount of Contract: \$460,712.61  Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation,	Telephone (407) 574	Fax n	o. N/A		
Proposed Duties / Responsibilities: Palm Pruning  Please describe the subcontractor's role in other projects on behalf of the Proposer:  Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Ph.  Contact: Jessie Burns	1st Contact Name	Kyle Thornton	Title _Account Manage		
Please describe the subcontractor's role in other projects on behalf of the Proposer:  Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Ph.  Contact: Jessie Burns	2nd Contact Name	N/A	TitleN/A		
Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Ph. Contact: Jessie Burns	Proposed Duties / Responsibilities: Palm Pruning				
Project Name/Location: Central FL Tourism Oversight District - Section 26 WD North Ph. Contact: Jessie Burns	Please describe the si	abcontractor's role in other pr	rojects on behalf of the Proposer:		
Project Type/Description: Bed maintenance and mowing along interstate  Dollar Amount of Contract: \$460,712.61  Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation,		*	1		
Dollar Amount of Contract: \$460,712.61  Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation,		Contact Phone: 32	1 - 395 - 1590		
Proposer's Scope of Services for Project: Mowing, detailing, bed maintenance, irrigation,	Project Type/Descrip	tion: Bed maintenance and m	nowing along interstate		
			g, detailing, bed maintenance, irrigation,		
Dates Serviced: 2024 - Ongoing					

V. PROPOSAL FORMS

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

  Background checks performed on all employees, E-Verify and drug testing both required for condition of employment
- Equipment Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.

#### **OFFICERS**

PROPOSER: Rotolo Consultants, Inc.	DATE: 3/21/2024
------------------------------------	-----------------

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Keith Rotolo	COB/Owner	General Oversight	Mandeville, LA
Michael Rotolo	President/COO	General Oversight	Covington, LA
Brian Rotolo	CFO	Financial Oversight	Mandeville, LA
Brandt Martin	COO of Maintenance	General Oversight of Maintenance	Ocean Spring, MS
FOR PARENT COMPANY (if applicable)			
N/A	N/A	N/A	N/A

## SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Rotolo Consultants, Inc.

DATE: 3/21/2024

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Ezekiel Davis	Regional Manager	Onsite Representative/ Point of Contact	Orlando, FL	25%/1 day per month	10	20
Willie Simms	Project Manager	Operational Oversight	Orlando, FL	25%/1	2	20
Victor Lopez	Supervisor	Quality Control/Customer Satisfaction	Orlando, FL	25%/3	1	5

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

PROPOSER: Rotolo Consultants, Inc.	DATE: 3/21/2024
------------------------------------	-----------------

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
1	60" John Deere Zero Turn Mower	4	1733 Benbow Ct, Apopka, FL
1	72" John Deere Zero Turn Mower	4	1733 Benbow Ct, Apopka, FL
2	Stihl String Trimmer	4	1733 Benbow Ct, Apopka, FL
2	Stihl Edger	4	1733 Benbow Ct, Apopka, FL
2	Stihl Backpack Blower	4	1733 Benbow Ct, Apopka, FL
1	Ford F-250 Truck	4	1733 Benbow Ct, Apopka, FL
1	Izuzu Box Truck	4	1733 Benbow Ct, Apopka, FL
2	Z-Sprayer	4	1733 Benbow Ct, Apopka, FL

## PROPOSAL FORM PART III – EXPERIENCE

, , , , , , , , , , , , , , , , , , , ,	munity development district previously?
ves, please provide the following inform vessary):	ation for each project (attach additional sheets
ject Name/Location: Panama City Beach	1
ntact: Wyatt Rothwell Contact Phone	
ject Type/Description: Municipal comm	
llar Amount of Contract: \$232,339	
	ailing, bed maintenance, horticultural chemical
plications, irrigation maintenance, mulch	
, ,	1 /1 1 5
tes Serviced: 2020 - Current	
	of landscape and irrigation services work complete
each of the last three (3) years:	og tunuscupe una il riguitori sei vices morn compiete
23 = \$120,001,620	
22 = \$101,516,449	
$a_1 = \$86,003,862$	
ase provide the following information for	each project that is similar to this project, current ive years. The projects must include irrigation ts if necessary.
ject Name/Location: Camp Creek	
ntact: John Miller Contact Phone	e: 850 - 381 - 0537
ject Type/Description: Common areas in	
llar Amount of Contract: \$65,557	
	Contract consisted of common areas in a
Florida residential community requiring split scopes for ponds and other turf areas a	
ell as irrigation	
<del>-</del>	

List of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, spraying packs, small equipment
List of subcontractors used: Swift Pine Straw
Is this a current contract? Yes X No
Duration of contract: 2023 - Ongoing
(Information regarding similar projects – continued)
Project Name/Location: Latitude Margaritaville
Contact: Hannah Bowyer Contact Phone: 850 - 499 - 0322
Project Type/Description: Common areas in residential community
Dollar Amount of Contract: \$2,026,904
How was the project similar to this project? Contract consisted of common areas in a
Florida residential community including irrigation maintenance
Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, detailing, bed maintena
multi trunk pruning, irrrigation, mulch replacement, fertilization, weed control
List of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers,
spraying packs, small equipment

List c	of subcontractors used: Swift Pine Straw, Florida Select
Is this	s a current contract? Yes X No
Durat	tion of contract: 2023 - Ongoing
(Infor	rmation regarding similar projects – continued)
Proje	ct Name/Location: Seaside
Conta	Angel Selvey Contact Phone: 850 - 231 - 1551
Proje	ct Type/Description: Common areas in residential community
	r Amount of Contract: \$226,107
	was the project similar to this project? Contract consisted of common areas in a ida residential community
contr	Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest ol, weed control, thatch removal, irrigation, etc.): Mowing, detailing, bed maintenation, mulch replacement, fertilization, weed control
	of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, ving packs, small equipment
List o	of subcontractors used: N/A
Is this	s a current contract? Yes X No
D4	tion of contract: 2021 - Ongoing

(	(Information regarding similar projects – continued)
]	Project Name/Location: Village of Baytowne Wharf
	Contact: Alan Meyers Contact Phone: 850 - 259 - 3741
]	Project Type/Description: Common areas in residential community
]	Dollar Amount of Contract: \$146,237
	How was the project similar to this project? Contract consisted of common areas in a  Florida residential community
	Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, detailing, bed maintenance,
	irrigation maintenance, horticultural chemical application, mulch replacement
_	
]	List of equipment used on site: Zero-turn mowers, stick edgers, backpack blowers, spraying packs, small equipment
]	List of subcontractors used: N/A
]	Is this a current contract? Yes X No
]	Duration of contract: 2022 - Ongoing
2	Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes No $X$ For each such incident, please provide following information (attach additional sheets as needed):
]	Project Name/Location: N/A
	Contact: N/A Contact Phone: N/A
	Project Type/Description: N/A
	Dollar Amount of Contract: N/A

	Dates Serviced: N/A
	Reason for Termination: N/A
	Has the Proposer been cited by OSHA for any job site or company office/shop safety violation in the past five years? Yes No $\underline{X}$
	If yes, please describe each violation, fine, and resolution N/A
	W
	What is the Proposer's current worker compensation rating?
	Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No
	Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No
	Has the Proposer experienced any worker injuries resulting in a worker losing more than ten
	Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No  If yes, please describe each incident Incidents outlined in OSHA compliance forms attached to end of proposal.
•	Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No  If yes, please describe each incident Incidents outlined in OSHA compliance forms attached to end of proposal.  Please state whether or not the Proposer or any of its affiliates are presently barred or suspend from proposing or contracting on any state, local, or federal contracts?
•	Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No  If yes, please describe each incident Incidents outlined in OSHA compliance forms attached to end of proposal.  Please state whether or not the Proposer or any of its affiliates are presently barred or suspend from proposing or contracting on any state, local, or federal contracts?  Yes No X If yes, please provide:
•	Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No  If yes, please describe each incident Incidents outlined in OSHA compliance forms attached to end of proposal.  Please state whether or not the Proposer or any of its affiliates are presently barred or suspend from proposing or contracting on any state, local, or federal contracts?  Yes No _X If yes, please provide:  The names of the entities N/A

penalties its princi Please de	and all governmental enforcement actions (e.g., any action taken to impose fine. I licensure issues, permit violations, consent orders, etc.) taken against the Propose ipals, or relating to the work of the Proposer or its principals, in the last five (5) ye escribe the nature of the action, the Proposer's role in the action, and the status and of the action.
N/A	
<i>five (5) y</i>	and all litigation to which the Proposer or its principals have been a party in the rears. Please describe the nature of the litigation, the Proposer's role in the litigat status and/or resolution of the litigation.
N/A	
officers of	Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposor principal members, shareholders or investors filed for bankruptcy, either voluntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:
Identify 1	the Case # and Tribunal: N/A
Describe	the Nature of the Action: N/A
Describe	the readile of the Action.
Dogariba	the Draneger's Dale in the Action and Describe the Status and/or Description:
	the Proposer's Role in the Action and Describe the Status and/or Resolution:
N/A	
officers of	Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposor principal members, shareholders or investors executed an assignment for the berors within the past 10 years? Yes ( ) No (X) If yes, please explain:

officers obligati	Proposer or any of its affiliates (parents or subsidiaries), or any of the Propo or principal members, shareholders or investors defaulted on a loan or other find on (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Y If yes, please explain:
N/A	

## PROPOSAL FORM PART IV - PRICING

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

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

V. PROPOSAL FORMS

#### Live Oak Lake CDD Landscape Fee Summary

Contractor: Rotolo Consultants, Inc. Property: Live Oak Lake CDD

Address: 38001 Brownsvillage Rd.

Slidell, Louisiana, 70460

Phone: 985-643-2427 Fax: 985-643-2691 Contact: Ryan Rotolo

Email: maintenance@rotoloconsultants.com

Address: 219 E. Livingston St.

Orlando, Florida, 32801

32801 Phone: 407-750-3599

Contact: JWright@gmscfl.com

Email:

		1	1	1			1	1		1			
	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
GENERAL SERVICES													
(Schedule A) -	7,623	7,623	11,434	15,245	19,057	15,245	15,245	19,057	15,245	7,623	11,434	7,623	\$152,453
Mowing/Detailing													
TURF CARE													
(Schedule B)	7,870		14,877		8,869					7,291			\$38,907
Bahia/St Augustine Fert													
TREE/SHRUB CARE													
(Schedule C)			1,560	981	1,504	925	1,423	844		1,288		1,197	\$9,720
Tree/Shrub Fert													
BED DRESSING - Estimate mulch yds													
(Schedule E - B.)					6,847						6,847		\$13,695
Per Yard Pricing: \$47.30 / Cu Yd					Mulch Yds: 145						Mulch Yds: 145		
PALM TRIMMING													
(Schedule E - C.)			9,086					9,086					\$18,171
Per Palm Price: \$57.14		1	Palm Count: 15	9				Palm Count: 159	i				
ANNUAL CHANGES - None at this time													
(Schedule E - A. )													\$0
Per Annual Pricing: N/A													
IRRIGATION MAINT.													
(Schedule D)		1,495	1,495	1,495	1,495	1,495	1,495	1,495	1,495	1,495	1,495		\$14,946
TOTAL FEE PER MONTH:	\$15,493	\$9,117	\$38,452	\$17,721	\$37,771	\$17,664	\$18,162	\$30,480	\$16,740	\$17,696	\$19,776	\$8,820	\$247,892
Flat Fee Schedule	\$20,658	\$20,658	\$20,658	\$20,658	\$20,658	\$20,658	\$20,658	\$20,658	\$20,658	\$20,658	\$20,658	\$20,658	\$247,892

Essential Services
Mowing/Detailing/Irrigation/Fert and P \$216,026

Extra Services
Annual Changes, Palm Pruning, Mulc

TOTAL \$247,891.91

## PROPOSAL FORM SIGNATURE PAGE

Pı		sultant	s, Inc.	Form	(including _ ("Proposer' ugh IV) and th	") and	declare	that I have	ve read th	
	of the said	the second secon	The state of the s		ovided is true a		The second second second second	iodiono ai	o ranj un	a complete
	Date	d this _	21st	_ day of _	March		, 2	024.		
					Proposer	Rotolo	o Consul	eants, Inc.		
					By:	7.	M	Brian	Rotolo	
O.	n.mn on	1 1			Title: CF	O	V			
	FATE OF	E G	510 1	4.54						
C	OUNTY O	)F 5	Tamm	namy						
C	OUNTY C	OF <u>5</u>			rn to (or affirme	ed) and s	subscribe	d before me	e by means	of □ physic
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C	OUNTY O	OF <u>5</u> Foregoin O online	g instrume notarizatio	nt was swo on this 21 50 is	day of MG personally kr s identification,	nown to and ord	to me lid or $\square$ d	, 2024, by or □ lid not take	who ha	Rotalo
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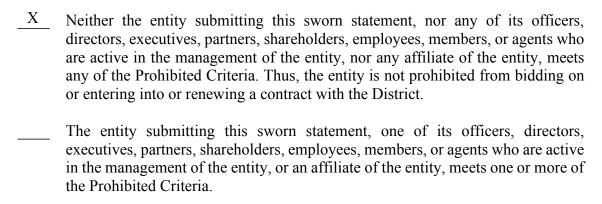
## VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

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

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

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

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



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

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

#### E-Verify

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

#### **Non-Collusion**

- 1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
- 2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
- 3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
- 4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

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

Brian Rotolo, CFO
Signature of Authorized Signatory of Proposer

Sworn before me on Mar 21, 2024

Julie C. Flanagan #12204 LA Civil Law Notary Public St. Tammany Parish, LA My commission is for life Notary Public Signature

Notary Stamp

Addendum #1
Live Oak Lake CDD RFP 2024
Landscape Maintenance Services

March 15, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

#### **CLARIFICATIONS/QUESTIONS:**

Q1: How many yards of mulch to be included in the contract?

A1: The contract should include 400 yds of mulch. 250 In May 150 in November.

Q2: Is the Landscape vendor responsible for "Wet Checks"?

A2: Yes this is clearly defined in Component D of the scope. Also please refer to the "Supplemental Irrigation Specification for Component D"

Q3: Are vendors allowed to attend the meeting on April 3rd, 2024.

A3: CDD meetings are open to the public and vendors are allowed to attend the meeting. The meeting will be held on April 3rd, 2024, at the Celebration public library. There is limited space in the meeting room and it is requested that if you intend to attend the meeting, please utilize the zoom link that will be posted on the CDD's website, <a href="https://www.liveoaklakecdd.org">www.liveoaklakecdd.org</a>, when the agenda is released a week prior to the meeting. There is no guarantee that the board will want to meet with bidders, or listen to bid presentations at this time. The board will have sole discretion on how they wish to proceed with the meeting.

- Q4: Please provide an overall palm count broken down by palm type.
- A4: It is expected that any potential bidder will inspect the property, and gather any information related to palm trees on their own accord. The CDD will not be supplying this information to bidders. Please use the area map provided to review CDD areas.
- Q5: Please provide an irrigation zone count.
  - A5: The East / West controller has 59 stations, the North / South controller has 64 stations
- Q6: Please delineate areas sodded with St Augustine, Bahia and Zoysia turf
- A6: It is expected that any potential bidder will inspect the property, and gather any information related to the turf on their own accord. In general, there is bahia sod along the pond banks, and St. Augustine everywhere else. However, bidders are expected to verify this information themselves and obtain sod coverage area on their own.
- Q7: Please provide all mulch types used on the property and locations where each will be used.
- A7: Chocolate Cypress Mulch is the preferred mulch for the property. This will be used in all CDD mulch beds including roundabout monuments, viburnum hedge lines, and other plant beds on CDD property.
- Q8: On the form "SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK", does the field "% OF TIME TO BE DEDICATED TO THIS PROJECT" refer to their time spent on the project as a percentage of the total project period or as a percentage of their overall time spent working out of the year, including on unrelated projects?
- A8: The account manager assigned to this project is expected to supervise the onsite crews as much as possible, and be available for meetings with district staff as described in the scope.
- Q9: On Proposal Form Part III Experience, is a full list of work performed for community development districts required? Should examples listed be restricted to a certain area, time period, or size of project performed?
- A9: The experience list should include all CDD's that the contractor has serviced in the state of Florida that they wish to include to validate their services. References and other information to such is for the bidder to show board members their experience with similar projects. The bidder should answer this question and provide information at their own discretion.
- Q10: On Proposal Form Part III Experience, please provide specific requirements for projects <u>"similar to this project"</u> beyond the requirement that they also include irrigation maintenance
- A10: Page 9, section 20 of the RFP packet that was provided explains the only mandatory requirements for contractors. When listing projects similar to this project we are looking for previous CDD's / HOA's that the contractor serviced, properties whose contract values are similar, or other large corporate / government projects. We understand that not every contractor will have experience with working for CDD's in the past, and this will not automatically disqualify you from

bidding or being considered. This is meant to be up to the bidders discretion to best display their past performance.

Q11: On Proposal Form Part IV – Pricing, a subheading on the field "TURF CARE" specifies "Bahia/St Augustine Fert". However, the specifications include additional requirements for turf care under Component "B" beyond fertilization including insect/disease control. Should these additional services be included in the pricing under "TURF CARE" or elsewhere?

A11: This pricing should be included in the "TURF CARE" section on the fee summary schedule.

Q12: On Proposal Form Part IV – Pricing, a subheading on the field "TREE/SHRUB CARE" specifies "Tree/Shrub Fert". However, the specifications include additional requirements for bed care under Component "C" beyond fertilization including insect/disease control. Should these additional services be included in the pricing under "TREE/SHRUB CARE" or elsewhere?

A12: This pricing should be included in the "TREE/SHRUB CARE" section.

Q13: Will irrigation repairs not necessitated by negligence on the part of the bidder be considered additional billable services? Will these repairs be subject to the hourly irrigation rate provided on Proposal Form Part IV?

A13: Yes, any irrigation repairs that are not a result of negligence will be billed separately then the standard contract. The contractor should alert the District Field Manager and Irrigation Consultant of any needed repairs and submit a proposal for the repair.

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

NAME OF FIRM:	
Rotolo Consultants, Inc.	
SIGNATURE:	
	Brian Rotolo, CFO
DATE: 3/22/2024	

Addendum #2	
Live Oak Lake CDD RFP 2024	
Landscape Maintenance Services	

March 15, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

#### **CLARIFICATIONS/QUESTIONS:**

C1: Component D - Irrigation Maintenance - Scope of Services

C1: Please also review and include the specifications defined in the "Supplemental CDD Irrigation Spec Component D" when creating your bid. This has been provided with this addendum in a separate document.

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

NAME OF FIRM:	
Rotolo Consultants, Inc.	
SIGNATURE:	
	Brian Rotolo, CFO
DATE: 3/22/2024	

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

## **Summary of Work-Related Injuries and Illnesses**



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

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction 8	Total number of other recordable cases
(G)	(H)	(1)	(J)
Number of Days			
Total number of days away from work		Total number of days of job transfer or restriction	
435	_	483	-
(K)		(L)	
Injury and Illness 1	ypes		
Total number of			
(1) Injury	13	(4) Poisoning	0
<ul><li>(2) Skin Disorder</li><li>(3) Respiratory</li></ul>	0	(5) Hearing Loss	0
Condition	0	(6) All Other Illnesses	0

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Esta	ablishi	ment information			
	Your e	stablishment name Rotolo Consultants	, Inc. (RCI)		
	Street	38001 Brownsvillage Rd			
	City	Slidell	State	LA	Zip
	Industr	y description (e.g., Manufacture of motor Lawn Maintenance and construction	truck trailers)		
	Standa	ard Industrial Classification (SIC), if known	n (e.g., SIC 3715)		
OR	North A	American Industrial Classification (NAICS 5 6 1 7 3	), if known (e.g., 336212)		
Emp	oloyme	ent information			
	Annua	average number of employees	621		
	Total h year	ours worked by all employees last	1288652		
Sigr	n here	Attalwood			
	Knowi	ngly falsifying this document may resu	It in a fine.		
	I certify comple	that I have examined this document and the.	I that to the best of my knowl	ledge the entries are true	e, accurate, and
	Angelin	na Halstead  Company executive	_		HR Director Title
	985-64	3-2427 Phone			1/30/2020 Date

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

## **Summary of Work-Related Injuries and Illnesses**



Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction 2	Total number of other recordable cases
(G)	(H)	(1)	(J)
Number of Days			
Total number of days away from work		Total number of days of job transfer or restriction	
68	_	106	-
(K)		(L)	
Injury and Illness 1	Гуреѕ		
Total number of (M)			
(1) Injury	3	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

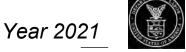
stablisl	ment information			
Your	establishment name Rotolo Consultar	nts, Inc. (RCI)		
Stree	38001 Brownsvillage Rd			
City	Slidell	State	LA	Zip
Indus	try description (e.g., Manufacture of mot Lawn Maintenance and construction	tor truck trailers)		
Stand	ard Industrial Classification (SIC), if kno	wn (e.g., SIC 3715)		
OR North	American Industrial Classification (NAIC 5 6 1 7 3	CS), if known (e.g., 33	6212)	
mployn	ent information			
Annu	al average number of employees	621		
Total year	hours worked by all employees last	1,123,521		
ign her	Affalised			
Knov	ringly falsifying this document may re	sult in a fine.		
I certi comp	fy that I have examined this document a lete.	and that to the best of	my knowledge the entrie	es are true, accurate, and
Ange	ina Halstead Company executive			HR Director Title
985-6	43-2427 Phone			1/30/2021 Date

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

### Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.

Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.



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

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

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Number of Ca	ses		
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G)	(H)	(I)	(J)
Number of Da	ys		
Total number of da away from work		otal number of days of transfer or restriction	
(K)		(L)	
Injury and Ilin	ess Types		
Total number of	f		
(1) Injuries		(4) Poisonings	
(2) Skin disorders		(5) Hearing loss	
(3) Respiratory con	ditions	(6) All other illnesses	S

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Your establishment name	e	
Street		
City	State	Zip
Industry description	n (e.g., Manufacture of motor	r truck trailers)
maustry acscription	ii (c.g., intinujucture oj motor	Then thuters,
North American In	dustrial Classification (NAIC	CS), if known (e.g., 336212
	]	
	_	
	formation (If you don't have	these figures, see the
Worksheet on the n	next page to estimate.)	
Annual average nu	mber of employees	
T ( 11 1 1 1	11 11 1 1 1	
Total hours worked	d by all employees last year	
Sign here		
orgii iloro		
Knowingly falsif	fying this document may	result in a fine.
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I certify that I have		e, and complete.
my knowledge th		0.0.5.
my knowledge th	ernandez	Safety Director
my knowledge th	ernandez	Safety Director Title

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

### **Summary of Work-Related Injuries and Illnesses**



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

Form approved OMB no. 1218-0176

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Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G)	(H)	(1)	(J)
Number of Days			
Total number of days away from work		Total number of days of job transfer or restriction	
180	_	35	_
(K)		(L)	
Injury and Illness 1	Гуреѕ		
Total number of (M)			
(1) Injury	2	(4) Poisoning	0
` '	0	(5) Hearing Loss	0
Condition	0	(6) All Other Illnesses	0
<ul><li>(2) Skin Disorder</li><li>(3) Respiratory</li></ul>	0	(5) Hearing Loss	0

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stablishment information	
Your establishment name Rotolo Consultants, Inc. (RCI)	
Street 38001 Brownsvillage Rd	
City Slidell, Memphis, Florida, Mississppi, Alabama, Texas State LA, TN, MS, AL, TX	Zip <u>70460</u>
Industry description (e.g., Manufacture of motor truck trailers)  Lawn Maintenance and construction	
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	
Employment information	
Annual average number of employees 942	
Total hours worked by all employees last year	
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries complete.	s are true, accurate, and
Cady Fernandez  Sompany executive	Safety Director Title
985-643-2427	1/25/2023
Phone	Date

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

### **Summary of Work-Related Injuries and Illnesses**



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

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Number of Cases			
Total number of deaths	ths cases with days with job train away from work restriction		Total number of other recordable cases
(G)	(H)	(1)	(J)
Number of Days			
Total number of days away from work		Total number of days of job transfer or restriction	
180	_	0	-
(K)		(L)	
Injury and Illness T	ypes		
Total number of (M)			
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

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Establishment information	
Your establishment name Rotolo Consultants, Inc. (RCI)	
Street 38001 Brownsvillage Rd	
City Slidell, Memphis, Florida, Mississppi, Alabama, Texas State  LA, TN, MS, AL, TX	zip <u>70460</u>
Industry description (e.g., Manufacture of motor truck trailers)  Lawn Maintenance and construction	
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	
Employment information	
Annual average number of employees1033_	
Total hours worked by all employees last year	
Sign here Eddy Fernandez	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entricomplete.	es are true, accurate, and
Cddy Fernandez Company executive	Safety Director Title
985-643-2427	1/25/2024
Phone	Date

# **SECTION f**

Uniting partners through exceptional landscape services



Live Oak Lake Community Development District



Proposal
For
Landscape & Irrigation Maintenance



3/18/2024

Live Oak Lake Community Development District c/o Government Management Services.

#### **RE: Landscape Maintenance & Irrigation Proposal**

Dear Jarett Wright

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

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

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

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

Sincerely,

Luke Blackson Business Development Manager United Land Services Iblackson@unitedlandservices.com



# Company History, Experience & Services



# **Table of Contents**

- Company History, Experience, and Services
- Development Strategy
- Reporting
- Certifications
- Financial Capacity
- Leadership Resumes
- Equipment
- Book of Work
- Scope of Services Summary
- Approach to Scope of Services
- Bid Forms
- Price Proposal
- Signed Addendums



# Company History

#### **Field Support Office**

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

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

1400+

#### **Our History**

#### . . . .

# How It All Started The Company was found

The Company was founded by Bob Blandford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 1400 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.

#### **Services Offered & Approach**

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.

United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.

#### **Additional Areas Served**

Alabama

Montgomery

Florida

Central Florida

Ocala

Ft. Peirce

Fernandina Beach

Tampa

Bradenton

lacksonville,

Ft. Lauderdale

Panama City

West Palm

• North Carolina

Greensboro

Charlotte

Raleigh

Georgia

Savannah

Atlanta











# **Products & Services**

#### We Are Your All-Inclusive Service Provider



#### Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



#### **Outdoor Lighting**

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



#### **Commercial Installation**

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



#### **Sod Installation**

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



#### **Landscape Design**

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



#### **Irrigation Systems**

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.



#### **Hardscapes**

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



#### **Driveways & Entranceways**

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.



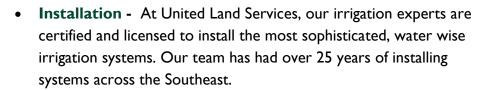
# Irrigation Experts

**Your Team of Certified & Licensed Specialists** 





### Installation, Maintenance & Repairs





 Maintenance - Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.



 Improvements - Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired.
 Our team is ready to serve you.



# **Agronomics Program**

**Certified Pest Control Operators** 









### Fertilization, Pest Control & Agronomy Management

- Fertilization We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast
- Pest Control United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.
- Agronomy Management We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.



# Hurricane Preparedness

### **Plan of Action**

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

#### Phase I

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thorough- fares in common areas

#### Phase 2

- Assessment of total clean-up needed and associated total costs of Phases
   1-3.
- Removal of any debris generated and stock- piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

#### Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove "hangers",





# **Prioritizing Safety**

### **Minimizing Risks**

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with Industry Safety Experts
- Personal Protection
   Equipment Requirements
- Ongoing MVR Tracking and Reporting
- Post Accident Drug Testing







# Vehicle Safety

### **Minimizing Risks**

#### ONBOARDING SAFETY TRAINING

Safety starts the moment a team member is hired with a comprehensive training on proper vehicle, equipment and operational training. Our goal is to ensure the crew and public are safe from leaving the branch, parking the vehicle to driving through a community. United Land equips our fleet and crews with the proper attire, markers and equipment to redirect traffic in safe manner so a job can be completed safely.





#### **SOFTWARE MONITORING SYSTEMS:**

Along with visual inspection, there are software system United Land has established to ensure the safety of our team and the public.

- Our ongoing MVR tracking and reporting application to review driver eligibility using a point system.
- Our GPS Monitoring Program allows our safety and fleet team to monitor speed and

#### DAILY VEHICLE INSPECTION:

A daily vehicle inspection is completed each morning to identify items that could pose risk to our employees and the general public. This inspection is then completed again upon return to the branch to ensure each vehicle and trailer are safe while on the road.

Truck / Trailer - Inspection & Repair St Camion / Remalque - Inspeccion & He			in.			OUNITE
cannon / Remosque - Inspeccion & no	a an rel	Mraci	08	Date:		LandService
M.M.			-	300		-
Truck / Carrion	Trees		_			
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Casobia, Cooper & Rhacon de acete						
Sells & Places	_	_	_			
sargueris & Coresis						
DOM:						
Aware Carlo	-	-	-			
GOM .						
mon, Gauges & Controls	_	_	_			
doctria, meditares di controleo						
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STRUMENT WINES & MITTON	-	-	-			
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AC & Ceftster tracejanto consciamente						
Self Belts Circumses in annualised						
Construes de regulated Pris Editigation à Prisé AZ NE		-				
SEA.	_	_	_			
ORO .		_				
Trailer	Total		CENTRA TRO E			
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PERSONAL PROPERTY AND PROPERTY	-	-			Comment	
Expense as type it such in the contact or since set someon.						
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			1			
strong & Plugs attached and in good condition						
Carrier & Reporter arthrets y an Estatus contributes Scales molecus & Dreakwaise (Carrier) and it word condition	_	-	_			
Scales working & Smokaway atlashed and in good condition frames tradelands & separator esta adjusts						
Brakes, Digna & Plate hgrib working	_	-	_			
TYNK, GOOD THUSE, SIND NO HERES						
Cartist or Junior conditions Weight a event copic of Taller		-	-			
200 K (HOSPE)	_	_	_			
Ca Carga ects asegurade						
Plot it gate or diversal conditional Doors or gates secured and restaur	+	-	-			
Cook or gates secured and rates Prental or gates seegurates y superates			1			
Ne	_	-	_			
den .			1			



# Exclusive Partnership













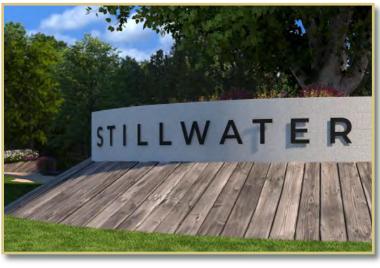
# Exclusive Partnership











### **United Land Services References**

**Property: Country Club at Champions Gate** 

Name: Stephanie Taylor

Email: Stephanie.taylor@fsresidential.com

Address: 8977 Dove Valley Way Four Corners, Fl 33896

Service: Maintenance free community consisting of 995

homes servicing the landscape maintenance, irrigation and

Agronomics.



Property: Bridgewater at Viera HOA

Name: Chris Parkhurst

Email: <u>cparkhurst@lelandmanagement.com</u>

Address: Great Belt Circle Melbourne, Fl 32940

Service: Landscape maintenance and irrigation for all

common areas



**Property: Town of Kindred** 

Name: Paul Almonte

Contact: palmonte@artemislifestyles.com

Address: 1508 Park Side Ave Kissimmee, FL 32738

Service: Landscape Maintenance, Irrigation and agronomics for all

common areas



Name: Swan and Dolphin Resort at Walt Disney

Name: Eric Oprion—COO

Email: eopron@tishman.com

Service: Landscape maintenance and irrigation for all common areas



**Property: Heathrow Master** 

Name: Deanna Simms—Asst. Division Manager

Email: dsimms@sentrymgt.com

Value: 550,000

Address: 995 Heathrow Blvd Heathrow, Florida 32746

Service: Landscape maintenance and irrigation for all

common areas and roadways.



Name: Shelley Kaercher

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

Address: 6756 Alder Rd, St Cloud, FL 34773

Service: Landscape maintenance, irrigation and agronomics

irrigation for the CDD and HOA Clubhouse.





#### **Property: Celebration CDD**

Name: Angel Montagna

Email: <u>Angel.Montagna@inframark.com</u>

Address: 313 Campus Street Celebration, Fl 34747

Service: Landscape maintenance and irrigation for common area

































**Development Strategy** 



# Phased Development Strategy

**Best Management Practices** 

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



Premier Landscape Platform



A Reputation of Excellence



**Full-Suite of Services** 



Experienced Management Team



Relationship-Oriented Service



# Phased Development Strategy

### Plan of Action

# Phase I (Days I-30)

- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.





# Phased Development Strategy

Plan of Action

# Phase 2 & 3 (Days 31-90)

- Examine Phase I results and modify "Plan of Action" if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.







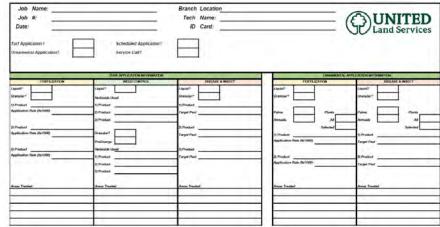


# Closing the Communication Gap

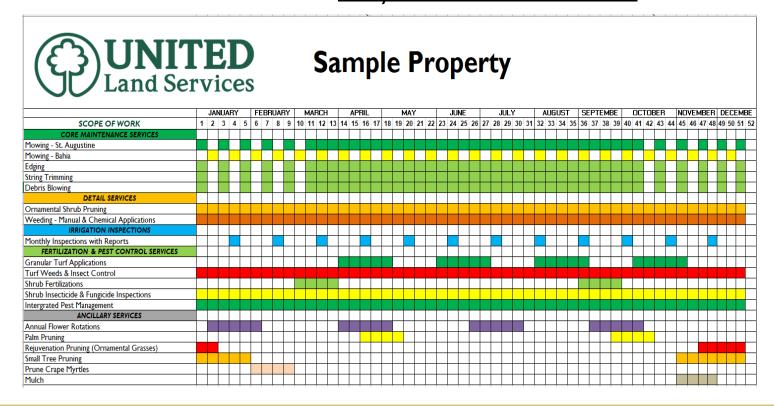
**Alignment, Execution & Building Partnerships** 



### Agronomics and Irrigation Inspection Reports



## Yearly Service Calendar Guideline

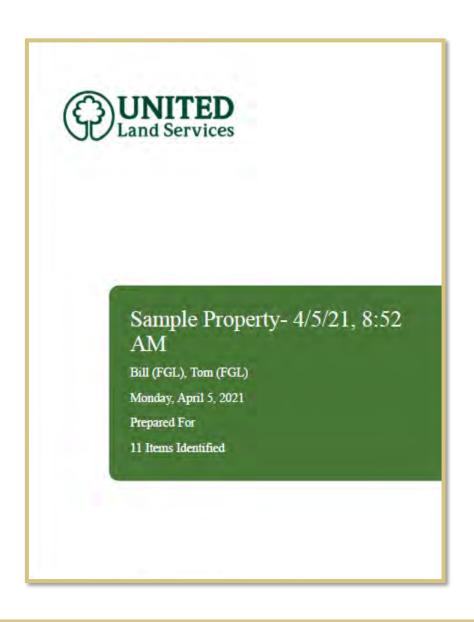




# Closing the Communication Gap

### Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication though pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.





**SAMPLE** 

# Closing the Communication Gap

# **Alignment, Execution & Building Partnerships**





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



Issue 2 Remove Mags on Cody Chase



Issue 5 Queen Palm on 46A dead from Ganoderma



Declining Washingtonian on Cody Chase



Issue 6
Possible irrigation issue on Podocarpus along 46A units



Issue 4 Remove staking kit



Issue 7
Replace declining Pittisporum with turf



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



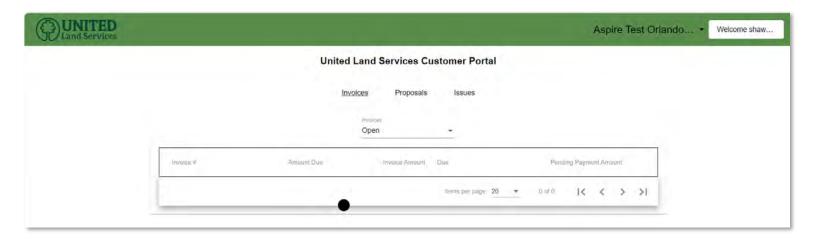
# Work Order Software

## **Accountability, Communication and Productivity**

United Land Services Work Order System Powered by:



United Land Services is dedicated to ensuring our valued partners receive the highest level of communication for a success long term partnership. Our work order system gives the client all the tools needed to stay informed on their property. The Aspire work order system is a user friendly software system that compliments our strong level of communication while providing accountability for our dedicated team.



## **FEATURES:**

- View Invoices
- Pay Invoices
- View Proposals
- View Past Work Orders
- Review Updates on Work Orders
- View Landscape Experts Notes
- Sign Proposals
- Create Issues
- Submit Work Orders



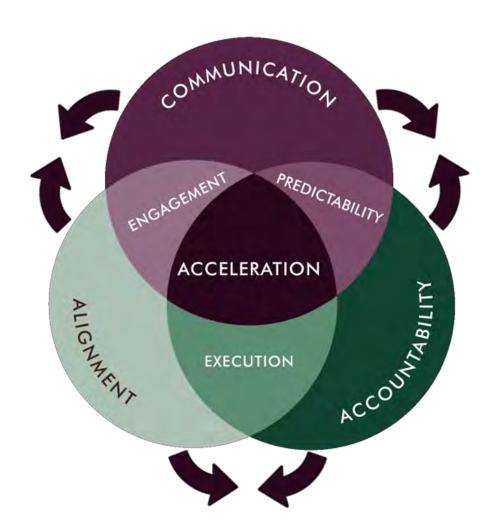
# Closing the Communication Gap

## **Alignment, Execution & Building Partnerships**

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals. (Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.









# Certification

## Your Agronomics and Irrigation Specialists















# Certification

Your Agronomics and Irrigation Specialists







# Certification

# **Your Agronomics and Irrigation Specialists**

Form W-9 (Per. October 2018) Department of the Treasury		or Taxpayer ber and Certification	Give Form to the requester. Do not send to the IRS.
Internal Revenue Balvice	► Go to www.irs.gow/FormW9 for in		
	rour income tax return). Name is required on this line;	do not leave this line blank.	
Florida ULS Opera	garded entity name, if different from above		
United Land Servi	A DESCRIPTION OF THE PROPERTY		
3 Check appropriate to following seven boxes	ox for federal tax classification of the person whose n	ame is entered on line 1. Check only one	of the 4 Exemptions godes apply only to certain entities, not includuals; see instructions on page 3:
8 Individual/sole pro	prietoror C Corporation S Corporatio	on Partnership Trust/es	
Note: Check the a	reparty. Enter the flux classification (C+C corporation, ppropriate box in the fine above for the fax classificat statisfied as a single-member LLC that is disregar and anot disregarded from the owner for LLS, fedinal fax in the owner should check the appropriate box for the	ion of the single-member owner. Do not from the owner unless the owner of the L purposes. Otherwise, a single-member U	LC is much finant
Other ber instruct			physics is execute managed outside the (US)
The Control of the Control of the	set, and apt. Or suite no.) See instructions.	Requester's	name and address (options)
8 City, state, and ZiPec			
Jacksonville, FL, 3			
7 List account numbers		-1	
Part I Taxpayer			
TIN, later. Note: If the account is in mo Number To Give the Reques	dentification number (EIN). If you do not have a re than one name, see the instructions for line fer for guidelines on whose number to enter.	or	player Ident Micution number 5 - 2 4 9 7 9 2 5
Part II Certificati Underpensities of perjury, i			
The number shown on this     I am not subject to backup     Service (IRS) that I am sub- no longer subject to backup     I am a U.S. citizen or other	s form is my correct taxpayer identification run p withholding because: (a) I am exempt from b sect to backup withholding as a result of a fall	ackup withholding, or (b) I have not b ure to report all interest or dividends,	een notified by the Internal Revenue
Certification instructions. Yo you have failed to report all int acquisition or abandonment of	ou must cross out item 2 above if you have been terest and dividends on your tax return. For real of accured property, cambelliston of debt, contribu- ids, you are not r in red to sign the certification,	notified by the IRS that you are current state transactions, item 2 does not ap- tions to an individual retirement arrang	ply. For mortgage interest paid, prinent (RA), and generally, payments
Sign Signature of U.S. person F	906	Date P	18/202
General Instruc	C1775 377	<ul> <li>Form 1099-DIV (dividends, incl funds)</li> </ul>	uding those from steels or mutual
noted.	e Internal Revenue Code Unites otherwise	<ul> <li>Form 1099-MISC (various types proceeds)</li> </ul>	s of income, prizes, awards, or gross
	he latest information about developments instructions, such as legislation enacted to www.irs.gov/FormW9.	<ul> <li>Form 1099-8 (stock or mutual transactions by brokers)</li> </ul>	
Purpose of Form		Form 1099-S (proceeds from n     Form 1099-S (proceeds from n	nai estate transaction si and third party network transactions
An individual or entity (Form!	W-9 requester) who is required to file an is must obtain your correct taxpayer		erest), 1098-E (student loan interest),
identification number (TIN) w	hich may be your social security number	Form 1099-C (can colled debt)	
taxpayer identification numbs (EIN), to report on an informa	entification number (ITIN), adoption or (ATIN), or employer identification number dion return the amount paid to you, or other		U.S. person (including a resident
amount reportable on an info returns include, but are not in	rmation return, Examples of information, mited to, the following.	alien), to provide your correct TIN	L to the requester with a TIN, you might
Form 1099-INT (Interest ear	The state of the s		See What is backup withholding.



**NKUTTY** 



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

tł	SUBROGATION IS WAIVED, subject to the content of th		eu of such end	lorsement(s)		require an endorsemen	t. As	tatement on			
	DUCER License # 0C36861		CONTA NAME:	CONTACT Stephanie Kearney							
	v York-Alliant Ins Svc Inc Park Ave 14th Fl		(A/C, No	PHONE (A/C, No, Ext): (A/C, No):							
	V York, NY 10178		E-MAIL ADDRE	<sub>ss:</sub> Stephan	Kearney	@alliant.com					
				vs	SUREP AFFOR	RDING COVERAGE		NAIC #			
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	12276 San Jose Blvd Suite 747	_		R D:							
	Jacksonville, FL 32223	1	INSURE								
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Α	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	100,000			
	CLAIMS-MADE X OCCUR	1855494		3/31/2023	3/31/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	Excluded			
						MED EXP (Any one person)	\$				
						PERSONAL & ADV INJURY	\$	1,000,000 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000			
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000			
Λ	OTHER:					COMBINED SINGLE LIMIT	\$	1,000,000			
Α	AUTOMOBILE LIABILITY				-1-111	(Ea accident)	\$	1,000,000			
	X ANY AUTO OWNED SCHEDULED	1855494		3/31/2023	3/31/2024	BODILY INJURY (Per person)	\$				
	OWNED AUTOS ONLY SCHEDULED AUTOS ONLY NON OWNED					BODILY INJURY (Per accident)	\$				
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$				
							\$	10 000 000			
Α	X UMBRELLA LIAB X OCCUR	1055405		2/24/2022	3/31/2024	EACH OCCURRENCE	\$	10,000,000			
	EXCESS LIAB CLAIMS-MADE	1855495		3/31/2023	3/31/2024	AGGREGATE	\$	10,000,000			
	DED RETENTION \$					N DED OTH	\$				
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1855496		2/24/2022	0/04/0004	X PER OTH- STATUTE ER		4 000 000			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	1833496		3/31/2023	3/31/2024	E.L. EACH ACCIDENT	\$	1,000,000			
	(Mandatory in NH)  If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000			
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000			
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (AC	CORD 101. Additional Remark	ks Schedule, may h	e attached if mor	e space is requir	red)					
*Wo	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (AC rkers Compensation Policy# for States other t	han FL - 1855497. The	same coverag	e limits listed	above apply	**					
Hold	ling Company of The Villages, Inc. and its Affi	liates and Commercia	l Property Mana	agement are a	an Additional	Insured Subject to the C	onditi	ons of the			
	itional Insured - Owners, Lessees or Contracto										
Liab	ility.										
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# Financial Reporting Deck

For the Period Ended May 31, 2023

# United Land Services Consolidated Income Statement - Pro-Forma Rolling TTM United Land Services For the Period Ended May 31, 2023

	May	June	July	August	September	October	November	December	January	February	March	April	May	TTM
	2022	2022	2022	2022	2022	2022	2022	2022	2023	2023	2023	2023	2023	
	Actual	Actual	Actual	Actual	Actual	Actual								
Net Revenue	13,901	14,644	13,893	16,211	13,613	17,550	17,779	15,575	15,943	16,833	17,866	15,871	17,159	192,938
% Net Sales to Gross Revenue	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Direct Labor	3,344	3,526	3,380	3,742	3,084	3,568	3,203	3,229	3,003	3,106	3,772	3,659	4,176	41,449
Direct Subcontractor Costs	1,656	1,916	1,665	1,863	1,440	2,062	2,307	1,287	1,708	1,594	1,564	1,290	1,523	20,218
Direct Material Other Direct Costs	4,775 93	4,361 130	4,704 100	5,684 159	4,387 109	5,699 103	6,244 109	5,746 144	5,871	6,211 130	6,451 185	5,392 151	5,772 158	66,522 1,620
Total COGS	9,869	9,933	9,850	11,447	9,020	11,432	11,863	10,407	141 10,723	11,042	11,972	10,491	11,630	129,808
Direct Margin	4,032	4,711	4,043	4,763	4,594	6,118	5,917	5,168	5,221	5,791	5,894	5,380	5,529	63,129
% Direct Margin to Sales	29.0%	32.2%	29.1%	29.4%	33.7%	34.9%	33.3%	33.2%	32.7%	34.4%	33.0%	33.9%	32.2%	32.7%
Indirect Labor	464	452	584	594	697	745	1,291	1,110	764	788	817	923	1,087	9,853
Vehicle & Equipment	1,022 269	1,009 325	1,138 334	1,129 346	1,057 327	1,130 338	1,064 381	1,112 365	977 385	950 496	1,094 444	997 525	1,087 594	12,743 4,857
COGS Depreciation Other Indirect Costs	269 157	99	125	142	327 119	156	381 98	139	385 124	63	110	115	137	1,427
Total Indirect COGS	1,913	1,884	2,180	2,211	2,200	2,369	2,834	2,726	2,250	2,296	2,464	2,560	2,905	28,880
Gross Profit	2,120	2,826	1,863	2,552	2,394	3,749	3,083	2,442	2,971	3,495	3,430	2,819	2,624	34,249
% Gross Profit to Sales	15.2%	19.3%	13.4%	15.7%	17.6%	21.4%	17.3%	15.7%	18.6%	20.8%	19.2%	17.8%	15.3%	17.8%
Selling Expenses	172	166	153	135	138	151	154	172	119	122	178	162	266	1,916
Administrative Salaries	553	592	618	668	715	660	772	694	862	753	845	918	1,072	9,169
Rent Professional Food	97 46	85 19	109 15	96 15	105 35	105 3	107 15	103 11	126 14	125 18	131 20	127 23	134 32	1,352 218
Professional Fees Technology Expenses	15	29	38	27	48	5 51	33	45	49	58	46	53	75	551
Other G&A	358	240	418	426	391	404	373	519	413	520	534	562	367	5,167
SG&A Depreciation	27	29	30	31	31	26	34	41	35	39	39	35	39	409
Regional Allocation	-	-	-	-	-	-	-	-	92	129	137			357
Total SG&A	1,268	1,159	1,381	1,397	1,462	1,399	1,487	1,586	1,710	1,764	1,930	1,879	1,985	19,140
% SG&A to Sales	9.1%	7.9%	9.9%	8.6%	10.7%	8.0%	8.4%	10.2%	10.7%	10.5%	10.8%	11.8%	11.6%	9.9%
Operating Income	852	1,667	482	1,155	932	2,350	1,596	856	1,260	1,731	1,501	940	639	15,110
% Operating Income to Sales	6.1%	11.4%	3.5%	7.1%	6.8%	13.4%	9.0%	5.5%	7.9%	10.3%	8.4%	5.9%	3.7%	7.8%
Amortization	347	300	300	300	403	337	331	334	334	356	356	368	407	4,126
Interest	283	212	316	428	371	362	494	559	573	563	721	599	766	5,964
Non-Op (Income)/Expense	0	-	0	(2)	8	22	0	14	(7)	(5)	11	(2)	15	55
Non-Recurring Mgt/BOD Fees	175 50	1,056 50	180 50	101 50	146 50	312 50	109 50	570 50	891 50	181 50	596 50	766 50	273 50	5,180 600
Tax Expense	-	-	-	-	-	2	-	(2)	-	-	-	0	-	1
Net Income	(5)	49	(365)	279	(46)	1,266	611	(668)	(582)	586	(234)	(840)	(873)	(816)
% Net Income to Sales	0.0%	0.3%	-2.6%	1.7%	-0.3%	7.2%	3.4%	-4.3%	-3.6%	3.5%	-1.3%	-5.3%	-5.1%	-0.4%
Depreciation	296	353	363	377	358	365	414	406	420	534	483	560	633	5,266
Amortization	347	300	300	300	403	337	331	334	334	356	356	368	407	4,126
Interest Taxes	283	212	316	428 -	371 -	362 2	494 -	559 (2)	573 -	563 -	721 -	599 0	766 -	5,964 1
EBITDA	922	915	615	1,383	1,085	2,332	1,850	629	746	2,040	1,327	686	934	14,541
% EBITDA to Sales	6.6%	6.2%	4.4%	8.5%	8.0%	13.3%	10.4%	4.0%	4.7%	12.1%	7.4%	4.3%	5.4%	7.5%
Mgt/BOD Fees	50	50	50	50	50	50	50	50	50	50	50	50	50	600
Pro-forma Adjustment Other Non-Recurring	- 175	1,056	180	101	146	312	109	- 570	- 891	- 181	- 596	- 766	- 273	- 5,181
Adjusted EBITDA	1,147	2,021	845	1,534	1,282	2,693	2,010	1,249	1,687	2,271	1,972	1,502	1,257	20,322
% Adjusted EBITDA to Sales	8.2%	13.8%	6.1%	9.5%	9.4%	15.3%	11.3%	8.0%	10.6%	13.5%	1,572	9.5%	7.3%	10.5%
A ANGUSTICA EDITOR TO SUIES	0.2%	13.0%	0.1%	3.376	3.476	13.3%	11.3%	0.0%	10.0%	13.3%	11.0%	3.3%	7.3%	10.5%

#### **United Land Services**

Consolidated Balance Sheets For the Period Ended May 31, 2023 Amounts in \$000's

	5/31/2023	5/31/2022	12/31/2022	CME v PYCME	CME V PYE
	Actual	Actual	Actual	Actual	Actual
Assets	Actual	Actual	Actual	Actual	Actual
Cash & Equivalents	4,436	4,482	5,025	(46)	(588)
Net Receivables	28,525	16,069	22,311	12,456	6,215
Inventory	2,213	759	979	1,455	1,234
Prepaid Expenses	1,450	1,674	996	(224)	454
Other	2,763	566	2,041	2,197	722
Total Current Assets	39,388	23,549	31,351	15,839	8,037
Total Carrent Assets	33,300	23,343	31,331	13,633	0,037
Fixed Assets	37,152	15,208	24,030	21,944	13,123
Accumulated Depreciation	(5,743)	(4,190)	(3,494)	(1,553)	(2,250)
Net Fixed Assets	31,409	11,018	20,536	20,391	10,873
Assets Under Construction	_	_	_	_	_
Deferred Taxes	2,094	2,094	2,094	0	0
Loan Origination Fees	2,094	2,034	2,034	U	U
Net Intangibles	- 45,061	20 525	- 27.050	- 16,526	19.002
_	45,061	28,535	27,059	,	18,002 9
Related Party Receivable	_	(0)	(8)	0	_
Other Long Term Assets Total Assets	413 <b>118,366</b>	322 <b>65,519</b>	359 <b>81,391</b>	91 <b>52,847</b>	36,975
Total Assets	118,300	03,319	81,331	32,847	30,373
Liabilities					
Accounts Payable	9,536	6,804	10,202	2,732	(667)
Accrued Interest	-	-	-	-	-
Related Party payable	-	-	-	-	-
Other Current Liabilities	5,269	4,040	3,145	1,229	2,124
Total Current Liabilities	14,805	10,844	13,347	3,961	1,457
Debt					
Long Term Notes Payable-Twinbrook	67,783	27,905	39,483	39,878	28,300
Deferred Financing Costs	(1,678)	(1,300)	(1,917)	(377)	240
Long Term Notes Payable-John Deere	1,235	204	636	1,031	598
Revolver	4,000	3,250	2,000	750	2,000
Capital Lease	12,382	4,293	9,154	8,088	3,228
Sellers Note	1,890	250	250	1,640	1,640
Pre-Acquisition Debt	, -	-	-	-	-
Total Debt	85,612	34,602	49,606	51,010	36,006
Other Long Term Liabilities	2,392	_	2,392	2,392	_
Total Liabilities		45,445		57,363	37,463
Total Liabilities	102,808	43,443	65,345	37,303	37,403
Equity					
Capital Stock	33,825	30,777	31,200	3,048	2,625
Retained Earnings	(18,267)	(10,703)	(15,153)	(7,564)	(3,114)
Total Equity	15,558	20,074	16,046	(4,516)	(489)
Total Liabilities and Shareholder's Equity	118,366	65,519	81,391	52,847	36,975
•					



# **Key Management and Personnel**

# **Bob Blandford**

## Chief Executive Officer



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

## **Experience**

2019 - Present

#### **United Land Services – Chief Executive Officer**

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

1998 - 2019

#### <u>United Landscapes – Owner</u>

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

### **Licenses & Skills**

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

#### Contact

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

# Ray Leach

# Chief Operating Officer



Ray Leach is the driving force behind the day-to-day operations. At United Land Services his role includes law and finances, strategic planning, analytical thinking, business development and operations management. His extensive knowledge in the landscape industry has made Ray a successful, demonstrated leader over his 30-year industry tenure.

## **Experience**

#### 2021 - Present

#### **United Land Services – Chief Operating Officer**

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

#### 1994 - 2021

#### **Southern Scapes - President**

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

#### **Licenses & Skills**

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

#### Contact

I 2276 San Jose Blvd. Ste, 747 Jacksonville, FL 32223 904-829-9255 rleach@unitedlandservices.com linkedin.com/in/ray-leach-8bb505174/

# **Chris Marquess**

# Vice President of Operations- Maintenance



Accomplished and goal-driven Vice President with more than 10 years' experience in strategic and tactical business leadership in the green industry. Expertise includes managing business process change to achieve maximum results with communication skills as well as, a solutions-oriented approach to problem-solving.

### **Experience**

#### 2023 - Current

#### **United Land Services – VP of Operations**

- Establishes, implements, and communicates the strategic direction of the organizations operations division.
- Collaborates with executive leadership to develop and meet company goals while supplying expertise and guidance on operations of landscape maintenance.
- Collaborates with other divisions and departments to carry out the organization's goals and objectives.
- Identifies, recommends, and implements new processes, technologies, and systems to improve and streamline organizational processes and use of resources and materials.
- Manages all landscape maintenance operations with a diverse staff of qualified branch managers, account managers, specialty managers and crews.

#### 2022-2023

#### **United Land Services –** Business Development Manager

Responsible for construction and landscape maintenance sales for company

#### 2021-2022

#### **Down to Earth Landscape** - Continuous Improvement Manager

 Lead staff by communicating job expectations; planning, monitoring, and appraising job results; coaching, and counseling; initiating, coordinating, and enforcing systems, policies, and procedures.

#### 2014-2021

#### **Down to Earth Landscape -** Operations Manager

Responsible for landscape construction, maintenance and enhancement operations.

#### 2012-2014

#### Down to Earth Landscape - Account Manager

#### **Licenses & Skills**

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork
- MOT Certified

#### Contact

407.515.5262 cmarquess@unitedlandservices.com

# Jason Ackman

# Regional Vice President

Jason joined the United Land Services team as the Regional Vice President bringing about 30 years of commercial landscape experience and knowledge to the team. Jason has held a variety of roles in the green industry from operations to owner which plays an integral part in the companies goal to continuously improve for our future and current clients. His expertise will prove as an asset as we continue to grow in commercial landscape industry.



## **Experience**

#### 2023 - Present

#### **United Land Services -** Regional Vice President

- Formulate best practices in the green industry with all branches
- Implement efficient policies and procedures
- Coordinate labor operations and find ways to ensure customer retention
- Evaluate risk and lead quality assurance efforts
- Develop and oversee budgets and PNL
- Drive an ever improving safety culture

#### 2022-2023

#### Benchmark Landscaping - President/ Owner

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

#### 2021-2022

#### **Greenleaf Landscaping - President**

- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

#### 2017-2021

#### **Vesteco Management – President/Owner of Multifamily Management**

2015-2017

**Yellowstone –** Area Field Director

1996-2017

Ackman Brothers Landscape- President/ Owner

#### **Licenses & Skills**

- Leadership
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

#### Contact

407-435-9554

jackman@benchmarklandscapingfl.com

# John Borland

# Branch Manager



John has been in the Green Industry for 33 years. He has an extensive background and experience in both landscape architecture and landscape management. John takes pride in his attention to detail and customer service, a quality that he instills throughout his entire branch. He strives to meet and exceed the needs of every customer, no matter how big or small.

## **Experience**

#### 2021 - Present

#### **United Land Services – Branch Manager**

- Planning, scheduling, and implementation of all landscape and enhancement operations throughout the branch.
- Quality control, safety, and routine training.
- Client relations and service

#### 2020-2021

#### **The Greenery** - Senior Branch Manager

- Develops and maintains long-term relationships with customers oversee and coordinate all operations
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- · Responsible for setting objectives, managing policies and revenue growth

#### 2018-2020

#### Sun State Nursery - General Manager

- Sustain and grow existing business
- Staff training and development of account managers and labor
- Improving quality and operating efficiencies.

#### 2007-2018

#### Brightview (formally ValleyCrest) - Branch Manager

- Mentor account managers for growth and development
- Oversee team for efficient processes, safety, and metrics
- Responsible for growth of contracts, retention of clients and services to commercial clients

#### 2000-2007

#### Green Heron Landscapes, Inc - General Manager/ Vice President

1990-2007

Clarence & David Company - Branch Manager / Landscape Architect

#### **Education**

#### 1990

#### **B.S.** Landscape Architecture

Michigan State University

#### **Licenses & Skills**

- Creativity
- Leadership
- Organization
- Teamwork
- Strategic Planning
- Client Resolution

#### Contact

6386 Beth Road Orlando, Fl 32824 904-855-5383

jborland@unitedlandservices.com

# **Josh Benton**

# Account Manager



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

## **Experience**

#### 2023- Present

#### **United Land Services** Account Manager

- Develops and maintains long-term relationships with customers
- Develops and maintains a schedule to perform "site walkthroughs" during formal meetings with customers to ensure quality and service expectations are met
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Proactively presenting site enhancement ideas to existing customers
- Participating in branch meetings and assist the Branch Manager or Assistant Branch Manager in overall leadership of branch

2021-2023

#### **HTI Home Inspection Services**— Owner

- Performing non-invasive visual inspections of residential homes.
- Providing detailed reports on issues located on a home's systems and their components.
- Performing insurance inspections for homeowners.
- Fielding customer calls to answer questions, schedule inspections and provide follow up.

2016 - 2020

#### **Universal Orlando Resorts** Supervisor of Horticulture

- Coached and mentored up to 16 team members through constructive feedback to develop longterm career goals.
- Administered safety compliance training through annual refreshers, hands on demonstrations and continuous monitoring to reduce I&I rates for the department.
- Purchased supplies and materials for installations or rehabilitations, ensuring guest areas look amazing at all times.
- Monitored equipment usage by team members for efficiency and safety, reporting issues when discovered and coaching team members when needed.

2012-2016

#### Universal Orlando Resorts - Pest Control Technician

#### 201-2012

Chiversal Change Resolts Test Control recimies

## **Licenses & Skills**

- Communication
- Leadership
- Organization
- Problem solving
- Teamwork

#### Contact

904-6760026

jbenton@unitedlandservices.com





Asset Type	Asset Owned	VIN/ SERIAL #
MOWER	Gravely Prostance 60	994143011065
MOWER	Gravely Prostance 60	994114020022
MOWER	Gravely Prostance 52	994130040018
MOWER	Gravely Prostance 36	994119000489
MOWER	JD 661R	1TC661RMJHT051290
MOWER	JD 661R	1TC661RMTHT051298
MOWER	JD 652R	ITC652RKJHT060045
MOWER	JD 652R	1TC652RKCHT060015
MOWER	JD Z950	1TC950MDCKT080038
MOWER	JD 661R	ITC661RMJKT070042
MOWER	Gravely Trekker	996123020000
MOWER	Gravely Prostance 36	994119000170
MOWER	JCB 406	JCB406POC71163750
MOWER	JD 317G	1T0317GJTJJ337051
MOWER	JD 652R	1TC652RKANT100141
MOWER	JD 652R	1TC652RKLHT0060021
MOWER	JD 661R	1TC661RMPJT060266
MOWER	JD 661R	1TC661RMKJT0600060
MOWER	JD 636M	1TC636MGLJT060414
MOWER	JD 652R	1TC652RKHMT090762
MOWER	JD 661R	1TC661RMCKT075274
MOWER	JD 661R	1TC661RMEKT075010
MOWER	Ryan 544945A	54494506920
MOWER	Vermeer RTX100	1VR9071R3F1001871
MOWER	Vermeer BC1000XL	1VRY11192J1025528
MOWER	JD 661R	1TC661RMPKT0753034
MOWER	JD 661R	1TC661RMCKT075025
MOWER	Gravely Prostance 60	994143011064
MOWER	Gravely Prostance 60	994143020000
MOWER	Gravely Prostance 52	994142011048
MOWER	JD 652R	1TC652RKTNT100132
MOWER	JD 652R	1TC652RKHNT100157
MOWER	JD 652R	1TC652RKKHT051246
MOWER	JD Z950M Ztrak	1TC950MDCNT120011
MOWER	652R Quiktrak	1TC652RKTNT100485
MOWER	652R Stand-on Mowers	1TC652RKTPT110257
MOWER	652R Stand-on Mowers	1TC652RKHPT110254
MOWER	Z950 Mower	1TC950MDVPT120921
MOWER	Z950 Mower	1TC950MGPNT120321
MOWER	2023 John Deere Z950M Mower	1TC950MCKPT122235
MOWER	2023 John Deere Z950M Mower	1TC950MCKPT122137
MOWER	2023 John Deere 636M	1TC636MGPPT110275
MOWER	TOR 22225 Turfmaster HDX 30" KOH CVZ200	412566975
MACHINERY2	STI BR600 64.9CC BR600 Backpack Blower (3)	533845410, 529450208, 534563507
MACHINERY2	STI HL94K Hedgetrimmer (2)	53409899, 53409900
III CHINEKTZ	on neogenimier (2)	529913187, 529913198, 531944989,
		531944998, 531945005, 530524512,
		530523180, 530523242, 531034306,
		532658858, 532658861, 532918870,
MACHINERY2	STI 2-Stroke Equipment	532918839, 532918866, 532918863
THE TOTAL PROPERTY OF THE PARTY	511 2 Stroke Equipment	531545221, 531545229, 535659032,
MACHINERY2	2 Cycle Order for Bradenton location	535659019, 536440333, 536825125
III/ CHINALICI Z	2 07 sie order for brudenton location	333033013, 330440333, 330023123

Asset Type	Asset Owned	VIN/ SERIAL #
		536677394/536677392,
		532889143/533722353/533722331/53
		2889160,
		535659089/535659082/535658996/53
		5718314,
	Spring 2-Cycle Order - HL94K hedger, FS91R Trimmer, FC91	538316782/538316780/538091808/53
MACHINERY2	edger, BR600 blower, PS880 Pole Saw, SG20 Bp Sprayer	6995778/537047290/539091917,
		536236889) SN 536236885)
		536153278) 536153276) 536035771)
		536032671) 536032668) 535986482)
MACHINERY2	Trimmers, blowers, edgers- Spring 2- Cycle Equipment	538323604) 538196164) 538196162)
		mam1584927, 538854534,
MACHINERY2	Stihl 2 Cycle Order (1-Mower, 1-Edger, 3-Blowers)	538494871, 538494864, 538494859
		539406923, 536296229
MACHINERY2	Capitalize chain saws, hedge trimmers, pole saw	534393043, 534393039
		4 Backpack Blowers
		538763099,538896693,
		538896694,538896702
		4 Hedge Trimmers 539406495,
MACHINERY2	Small 2-Cycle Order - 4 Backpack Blowers, 4 Hedge Trimmers	539406960, 539406500, 540052212
VEHICLE	2013 Ford F250	1FT7X2A62DEA11552
VEHICLE	2016 Chevrolet 3500	54DBDW1B7GS811269
VEHICLE	2012 Ford F250	1FT7X2A67CEC24334
VEHICLE	2015 Isuzu NPR	54DC4J1B3FS801103
VEHICLE	2015 Isuzu NPR	54DC4J1B1FS802749
VEHICLE	2015 Ford F250	1FT7X2A63FEC68612
VEHICLE	2015 Isuzu NPR	54DC4J1B1FS801102
VEHICLE	2012 Ford F150	1FTMF1CMXCKD25753
VEHICLE	2013 Ford F250	1FT7W2B69DEB22343
VEHICLE	2016 Chevrolet Chasis 3500	54DBDW1B1GS812353
VEHICLE	2018 Chevrolet W3500	54DBDJ1B8JS802235
VEHICLE	2015 Isuzu NPR	54DC4J1B1FS806509
VEHICLE	2007 Ford F750 Series 4 F750 Water	3FRPF75E07V518205
VEHICLE	2014 Isuzu NPR	54DC4J1B9ES805039
VEHICLE	2015 Chevrolet 1500	1GCNCPEH7FZ371472
VEHICLE	2015 Erick fold 1500 2015 Ford F250	1FTBF2A63FEC50124
VEHICLE	2015 Ford F250	1FT7X2A67FEC50131
VEHICLE	2012 Ford Transit Connect	NMOLS7AN3CT079366
VEHICLE	2016 Chevrolet 4500	54DCDJ1BXGS809524
VEHICLE	2016 Chevrolet 4500	54DCDW1B2G814018
VEHICLE	2017 Ford F550	1FD0W5HT3HEC18776
VEHICLE	2017 Ford F550	1FD0W5GT6HEE61466
VEHICLE	2014 Ford F250	1FT7X2A6XEEA74514
VEHICLE	2014 FOIG F250 2017 Isuzu NPR	54DC4J1B7HS808672
VEHICLE	2017 ISUZU NPK 2013 Ford F150	1FTMF1CM1DKE62310
VEHICLE	2019 Ford Truck W/Terexx40RM Bucket S/	1FDUF5HT4KDA24045
OTHER	2019 Ford Truck W/Terexx40kW Bucket S/ 2014 Traffix Devices	1E9TF160DVC521392
VEHICLE	2019 GMC/Chevrolet 5500HD	1HTKHPVK6KH885493
VEHICLE	2019 GINIC/CHEVIOLET 5500HD 2018 Ford F150	1FTMF1CB0JKD87691
VEHICLE	2019 Ford F150	1FTMF1CBUKD87691 1FTMF1CB2KKE44782
VEHICLE	2017 Ford F150	1FTMF1CB2KKE44782 1FTMF1C88HKD56817
VEHICLE	2017 Ford F150 2015 Ford F250	
	2020 Isuzu NPR	1FT7X2A66FEA89030
VEHICLE		54DC4J1D8LS208639
TRAILER	2013 Predator Eagle	5HVBU1623DL123164
TRAILER	2020 Utility Trailer	5HVBU1621LL126093
TRAILER	2015 O'Dell Trailer	16VPX1620E3053803
TRAILER	2018 Predator Eagle	5HVBU1828JL125176
TRAILER	2015 O'Dell Trailer	5HVBU1620GL123904

Asset Type	Asset Owned	VIN/ SERIAL #
TRAILER	2009 PJ Trailer Gooseneck	4PFD302391130921
TRAILER	2009 Enrgyabs Trailer	1E9TC23139A362089
VEHICLE	2013 Express UT6102012	5GLBU2022DC000248
TRAILER	2013 Preda Series 71602	5HVBU1623DL123262
TRAILER	2015 Predator Eagle	5HVBD1423FL123768
TRAILER	2015 O'Dell Trailer	5HVCC2029GL123860
TRAILER	2015 O'Dell Trailer	5HVBU1625GL123915
TRAILER	2018 Predator Eagle	5HVBU1828JL125177
TRAILER	2017 Down2Earth	5MYVV182XEB053834
TRAILER	2019 Predator Trailer	5HVBU1620KL125533
TRAILER	Predator Irrigation Trailer	n/a





Property Name
WaWa Corporate Account
7-Eleven, Inc Corporate Account
CVS Corporate Account
PGA VERANO
Heathrow
Kindred I
Dolphin Swan Resort at Walt Disney
WEST HAVEN COMMON
Alaqua POA
Orange Lake Resort
Kindred II
Commercial - Leland Management - Fox Ridge
Cresswind
Orchard Homeowners Association
The Reserves at Alaqua
Bridgewater at Viera
Westwood
Tohoqua
ENCLAVE TOWNHOME
Harmony West HOA Common Area
Silverleaf Parcel 7A/7B
Harmony West HOA Clubhouse
Harmony West CDD
Citi Tower
Shearwater- 94 Homes
Steeple Chase HOA
ENCLAVE COMMON
WEST HAVEN HOMES - SHIRE
WEST HAVEN HOMES - SANCTUARY
WEST HAVEN HOMES - HAMLET
Lakewood Ranch Stewardship District
Commercial - Alsop - Silverleaf Meadow Ridge
Drift at Town Center
Glenbrooke at Edgewater
Elm Creek at SilverLeaf
Lake Wilson Townhomes
Lake Wilson Reserve
Trillium Brooksville
D.R. Horton North Florida Division Office
Bayberry at Bartram Park
Marina San Pablo- Master Association
Training during date in laster Association
Country Club at Champions Gate

Commercial - Kessler Creative - FSO - 12276 San Jose Building 100
Fountain Parke
Sullivan Ranch
The Views at Harbortown Apartments
Nocatee Town Center
Sawgrass Point
SUR at Southside Quarter
Devon Green
Jacobs Landing
Commercial - Buccaneer Landscape - 7/11 - Palatka
Residences at Dellagio
Riverside at Julington Creek
Builders - Mattamy Homes - Rivertown Model Park & Watersong
Red Hawk Village
Poitras Luminary 1B & Person Ave
Lake Forest Apartments
CORAL CAY
Commercial - Jax Offices Condominium Association - FSO - 12276 San Jose Building 500
SILVER PARK
Avenues Walk Townhomes
Commercial - Sovereign and Jacobs - Pinewood Place
OmegaScapes, Inc
Commercial - Sovereign and Jacobs - Hudson Grove Entry, Commons, and Ponds
Commercial - Alsop - Sandler Lakes HOA
Bainbridge Phase 1 A
Bainbridge Winter Park
Bellevue at Estates at Cherry Lake HOA
Carriage Crossing HOA
Majestic Oaks Phase IV HOA
The Shops at Julington Creek
Anastasia Plaza
Integra Woods
The Meeting House
Hawks Crest
Aurora Apartments
Morgan Corp
Commercial - Evergreen Lifestyles Management - Annie's Walk - Commons
Winter Green 1527
Commercial - Priority Property Management - Grove Point Townhome buildings
American Landmark- Amira
DDRTC Cypress Trace LLC
Morguard Sypress Hade 223
Neighborhood G HOA Inc
CAMDEN
ON IDEN

Builders - Lennar - Stillwater Model and PL  Northgreen at Carrollwood  American Landmark- Fairways at Feather Sound  Commercial - Alsop - Silverleaf - Parcel 17
American Landmark- Fairways at Feather Sound
Commercial - Alsop - Silverleaf - Parcel 17
•
Woodbridge Lakes
STONEWOOD CROSSING
Winter Green 1700
Commercial - First Coast Diesel Performance: Justin Gordon
Placido Bayou Community Association
phase 1 (60 doors x \$55)
Commercial - Sovereign and Jacobs - Grand Creek South
Commercial - BCM Services, INC Palm Island HOA
Cyrils Roadway Ph1
Seminole Toyota
Plantation Estates at Julington Creek
Neighborhood E HOA Inc
American LandmarkThe EnV
Integra Landings
WEST HAVEN HOMES - DALES
Silverleaf Amenity Center & Master Association
Commercial - Alsop - Silverleaf Master's Association - Amenity Center
Commercial - Ozark Bank Mandarin
Brisa Luxury Apts
WEST HAVEN HOMES - ABBEY
American LandmarkThe LUXE @ 1820
WEST HAVEN HOMES - MANOR
Commercial - Governors Point Yacht - Governors Point Yacht Club
American Landmark- Siene
Commercial - Leland Management - Arbors of Valencia
Morguard Monterra LLCSolano of Monterro
American Landmark - The Pearl
Tohoqua E. Cross Prairie Pkw
Moss Park Preserve HOA
STRATFORD POINTE
Enders Place
American Landmark- Cielo Boca Raton
American Landmark- Cielo Boca Raton Harmony West HOA
Harmony West HOA
Harmony West HOA Stone Creek
Harmony West HOA Stone Creek Stone Creek HOA
Harmony West HOA Stone Creek Stone Creek HOA Parkside at Cherry Lake
Harmony West HOA Stone Creek Stone Creek HOA Parkside at Cherry Lake Buckingham Estates

Heathrow Woods Homeowners Assoc
The Granite
Commercial - Florida Home Store Office
Commercial - Evergreen Lifestyles Management - Annie's Walk Townhomes
HAINES RIDGE
ShopCore Properties- The Forum
Commercial - Sovereign and Jacobs - Harbor Dunes
Redtail Golf Clubhouse
Veere Apartments
Calirosa
Carrollwood Village Fairway
Commercial - Sovereign and Jacobs - Barrington Cove
Morguard
Marbeya Club
Commercial - Alsop - Mission Trace
MCCORMICK RESERVE
EAGLE BAY MASTER
WestEnd Apartments
LIBERTY SQUARE
RiverCrest HOA
Commercial - Alsop - Silverleaf Holly Forest – Commons
Seminole Chevrolet
Northdale
Tohoqua phase 2
Walter Crossing
Morguard Monterra LLC- Emerald Lake
The Drake Apartments
Commercial - Suncoast Property Management - Westlake at Southside
Commercial - Alsop - Silverleaf Holly Forest – Townhome
Westlake at Southside
Commercial - Sovereign and Jacobs - Forest Crest Entry
Poitras Luminare 1B
Cypress Cove
Strada Park
RCC Cortez Plaza, LLC
Poitras Luminare
Lithia Crossing
Lakeside CHurch
Centre Pointe Commons
Digestive and Lever Center
American Landmark- Cielo Boca Raton
ARBOR MEADOWS
Builders - Richmond American Homes - Verano Creek(Northcreek)
LIBERTY VILLAGE
LIBERTY VIEWOE

Marguard Mantarra LLC Cantarni
Morguard Monterra LLC- Santorni
Commercial - Sovereign and Jacobs - Fox Creek Coco Plum 3156
Tohoqua phase 3 pond
Habersham Harbor
The Fountains
Inspiration Maint.
Commercial - Priority Property Management - Grove Point Townhome buildings
Builders - Lennar - The Reefs @ Beachwalk
Grove Point Townhomes at Oakleaf
Lester Ridge
Kite Realty Group Management OfficeShops at Julington Creek
Windsong Ph 2
Village of Vilano
Beach Homes at VOV
Builders - KB Home - Carter Landing
Neighborhood A HOA
Commercial - Integra River Run Apartments
Integra River Run APTS
Commercial - Sovereign and Jacobs - Brookside Preserve
DDRTC Market Place LLC
Delaney Hotel
Delaney Park
SANDHILL
Cluster Homes II Condo Assoc
Builders - KB Home - Sandler Lakes
Builders - Richmond American Homes - Amelia Walk
Whtieview Village - KB Homes
Builders - Richmond American Homes - Forest Crest
Cracker Barrel 67
Tailored Foam
Commercial - Ozark Bank Jax Beach
Builders - KB Home - Palmetto Bluff (Harbor Dunes)
Commercial - Leland Management - Windward Ranch HOA
CHELSEA PARK COMMON
Cracker Barrel - Palm Coast
Velvet Cloak Association
MeadowLea
Builders - Richmond American Homes - Elm Creek
Builders - Richmond American Homes - Trailmark (Old)
Builders - Dreamfinders - Dunn's Crossing
Commercial - Buccaneer Landscape - 7/11 - Union St.
Builders - KB Home - Hudson grove
Builders - KB Home - Village Park
22

Builders - KB Home - Wells Creek
Builders - Ryan Homes - Panther Creek
Buildings (Get door count)
Bayport Commons 4080
Winter Springs Market Place
Builders - Richmond American Homes - Grand Creek South
Builders - Richmond American Homes - Greyhawk
Builders - Richmond American Homes - Pineridge
Builders - Richmond American Homes - Woodbridge
Lake Gleason Reserve
St Clare Catholic Church
Builders - KB Home - Azalea Hills
Builders - KB Home - Orchard Park
L&W Supply
Builders - Dreamfinders - Beacon Lakes
Builders - Dree's Homes - Eagle Landing
Builders - Dree's Homes - Grand Oaks
Builders - KB Home - Annabelle Island
EAGLE BAY HOME
Reflections on the Gulf
Sunbelt Rental
Adamo Owner,LLC
G&IX Golden Acres LLC
AV Florida Hotel LLC- Hampton Inn Dunedin
Commercial - Alsop - Grey Hawk Estates
Commercial - Sovereign and Jacobs - Greene Meadows Commons
Commercial - Alsop - Kendall Creek HOA
Builders - KB Home - Brookside Preserve
Builders - KB Home - Pinewood Place
Cracker Barrel 267
Cracker Barrel - Ormond Beach
Commercial - Sovereign and Jacobs - Williamstown Entry and Ponds
Builders - Richmond American Homes - Laurel Oaks
Villas @ DeerRun
SUNSET COVE
Builders - Taylor Morrison - Kingsley Creek
Commercial - Ocean Blue Apartments
Ocean Blue APTS
Quad Angle Business Park
MOBILITY WORKS
Builders - Dreamfinders - Shearwater
Central Care 4027-4028
Builders - KB Home - Panther Creek

QUAL RIDGE
Commercial - Aloft Group - Aloft Jacksonville Airport
Aloft Jacksonville Airport
Surterra
Surterra
Commercial - Associa - John's Landing
Builders - KB Home - Copper Ridge
Builders - Richmond American Homes - Green Meadows
Builders - Richmond American Homes - Panther Creek
Builders - Richmond American Homes - Trailmark (New)
Builders - Richmond American Homes - Walkers Ridge
Cypress Isles
Builders - Dreamfinders - Holly Forest Single Family
Amazing Explorers Winter Garden
FIESTA KEYS
LIBERTY VILLAGE ENTRANCE
Chuluota Sportsman Club
Lake View 9
Woodside Village HOA
Waterford Commons
Builders - Riverside Homes - Amelia National
Builders - Dreamfinders - Tributary
Builders - Lennar - Tributary
Builders - Mattamy - Old Mandarin Estates
Calabay Crossing
Ocita Tree Trimming
The Palms at Old Ponte Vedra
Tuscany Villas
Schuller Packaging
Builders - KB Home - Greenland Chase
Builders - Richmond American Homes - Tributary
Commercial - Priority Property Management - Grove Point Commons Phase 2
Los Lagos
Builders - Mastercraft Builder Group - Maderia - Annuals billable
Builders - Mastercraft Builder Group - Silverleaf Village
Strada Office
Builders - KB Home - Barrington Cove
Builders - KB Home - Victory Crossing
Builders - Dree's Homes - Trailmark
Sander Ent. (Jason Sander)
Lakeview Village 13
Waterford Cove
Commercial - Alsop - Silverleaf Master's Association - Roadway Medians, Towers, and Irrigation
Miller's Cove

Commercial - Duke Properties - FSO - 12276 San Jose Buildings 700,400,200, Pond
Server Tech Solutions
G&IX Golden Acres LLC
Builders - Taylor Morrison - The Cove at Beach Walk
Builders - Dreamfinders - Antigua
FIS Outdoor
Builders - Lennar - Dorado @ Beachwalk
Builders - Lennar - Greyhawk
Builders - Lennar - Hidden Oaks
Builders - Lennar - Highland Chase
Builders - Lennar - Longleaf
Builders - Lennar - Mill Creek East
Builders - Lennar - Osprey Landing
Commercial - Alsop - Verano Creek (also called North Creek)
Builders - Dreamfinders - Holly Forest Townhomes
Builders - Riverside Homes - Settler's Landing @ Crosswater -
Sheoah Highliands II
Amazing Explorers Lk Nona
Real Street
Amberwood HOA
Chickasaw Oaks
Commercial - Leland Management - Hidden Oaks
Commercial - Leland Management - Mill Creek North
Advanced Roofing Co.
River City Denistry
Commercial - Cam Team - Silver Creek HOA
Grand Landings - Dreamfinders
Suterra Wellness
Sealane Maritime, LLC
WEST HAVEN VILLAGE CENTER
Suterra Port St. Lucie
Commercial - Buccaneer Landscape - 7/11 - Margaret St.
Dave Brewer Properties - 125 Family Partnership
Dave Brewer Properties - 230 Family Partnership
Dave Brewer Properties - 71 Family Partnership
Dave Brewer Properties - 81 Family Partnership
Dave Brewer Properties - Dave Brewer 3
Tri-Tech
Sol- Sun
Builders - Taylor Morrison - Amelia Walk
Bayway Property Management LLC
Degrood Office
Commercial - WRH Realty - Lofts at Murray Hill
66 Settlers Landing Drive
20.00.00.00

Builders - Riverside Homes - Silverleaf
Builders - Riverside Homes - Wildlight
Commercial - BCM Services, INC South Shore at Bannon Lakes
Commercial - Brisa Luxury Apartments
Commercial - Buccaneer Landscape - 7/11 - Blanding Blvd
Commercial - Buccaneer Landscape - 7/11 - Lane Avenue
Certified Financial Group, Inc.
Aloma Dendal Center
Builders - Dreamfinders - Amelia Concourse
Builders - Dreamfinders - Trailmark
Builders - KB Home - Meadow at Oakleaf Townhomes
Builders - Lennar - Amelia Walk
Builders - Lennar - Trailmark
Builders - Lennar - Windward Ranch - One model left
Las Casitas
Crane Institute
Ceder Crossing
4 Rivers
Commercial - WRH Realty - Sydney Trace Apartments
Commercial - Buccaneer Landscape - 7/11 - Dunn Avenue
Lake Eola Heights HOA
Inspiration Quarterly Pond Mowing
Builders - Mastercraft Builder Group - Rivertown High Pointe
Builders - Mastercraft Builder Group - Trailmark - Annuals billable
Commercial - Evergreen Lifestyles Management - Grand Creek North
D & J
Commercial - Vesta Properties - Stillwater Commons - HOA - Homes completed
Stillwater CDD- Phase 1A
Park Lake Vilage
Fox Creek HOA at Oakleaf
Builders - Riverside Homes - Pioneer Village @ Crosswater
Commercial - Evergreen Lifestyles Management - Grand Creek North Amenity
Celebration CDD
Builders - Dreamfinders - Wilford Preserve
Commercial - Vesta Properties - Stillwater Commons



# Scope of Services Summary

#### LIVE OAK LAKE CDD

#### LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

## General Services- Component "A"

#### **Turf Maintenance**

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

#### Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

- St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.
- St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"–3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

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

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

#### **String Trimming**

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles,and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be moved or string trimmed to the natural water's edge during every other moving cycle at minimum.

#### **Blowing**

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

#### **Damage Prevention/Repair**

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

#### Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

#### **Pruning**

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

#### **Weed Control**

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

#### **Trash Removal**

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

#### **Policing**

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

#### Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

#### Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

#### Component "B" – Turf Care Program

#### ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

January: Winter fertilization, broadleaf weed control and disease control

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

May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control

October: Heavy fall granular fertilization and broadleaf weed/disease control

#### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

#### BAHIA – Where Applicable (Irrigated areas only)

**Application Schedule -** Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

June: Chelated Iron application and Mole Cricket control.

October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

#### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

#### Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February:

Pre-emergent herbicide/spot treatment for weeds and fungal activity.

March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.

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

May: Fertilization

June: Insect/weed/disease control as necessary. July: Insect/weed/disease control as

necessary.

August: spot treat weeds as necessary, inspect/treat fungal activity.

September: Liquid Fertilization with emergent weed control, insect/disease control as

necessary. October: Fertilization - Weed/insect/disease control as necessary.

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

fungal activity.

December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

#### <u>Application Requirements: Fertilization</u>

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

#### **Insect/Disease Control**

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

#### Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

#### **Warranty**

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

#### Component "C" - Tree/Shrub Care Program

Application Schedule - Trees and Shrubs

Monthly Application Schedule -

March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.

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

October: Disease control as needed December. Insect/disease control/fertilization as needed.

#### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

#### **Insect/Disease Control**

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

#### **Specialty Palms**

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

#### **Warranty**

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

#### Component "D" - Irrigation Maintenance

#### **Frequency of Service**

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

#### **Specifications**

Activate each zone of the system.

Visually check for any damaged heads or heads needing repair.

Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.

Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.

Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.

Leave areas in which repairs or adjustments are made free of debris.

Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors. Contractor will provide a written report of the findings by zone. Qualifying Statements

Repairs

Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.

Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management's discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

#### **Service Calls**

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

#### Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

#### E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

#### Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be  $4\frac{1}{2}$ " individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

#### <u>Installation</u>

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

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

#### Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

#### Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

#### E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

#### **Schedule**

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

#### Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

#### E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

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

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

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

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



# Approach to Scope of Service

#### Narrative Approach to Scope of Services- Live Oak Lake CDD

#### **General Requirements**

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

#### Reporting

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

#### Operations & Maintenance

#### Schedule Of Services

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

#### Turf Care

#### Mowing

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

- Mowing frequencies will be completed per the Scope of Services, for a total of approximately 42 cuts for all common areas and 32 cuts for unirrigated pond areas.
- Production maps will be provided to the crew outlining the areas to be mowed per the contract documents.

- The crew will be instructed on what size and type of mower to use based on site conditions and turf type. (72", 60" and 36")
- The proper sequence of mowing operations will be outlined prior to job start.
- Care will be taken when mowing on right of ways and roadways to insure safety to crew members and the general public.

#### **Edging & Trimming**

- ULS will edge all hard areas weekly and soft beds on an every other cut sequence.
- MOT precautions will be taken when required.
- Trimming / weedeating will be performed per specifications.

#### Weed & Disease Control

ULS will make applications based on site conditions and Best Management Practices.

#### **Fertilization**

- Fertilization blends shall be determined based on-site conditions and turf needs
- Soil samples will be taken to ensure the proper fertilization formulas are used.
- ULS will make application decisions based on Best Management Practices.
- Fertilization as directed by Scope of Services.
- Fertilization application will follow all state and city guidelines including black out periods.

#### Pest Control

- As part of ULS Agronomic program, will utilize an IPM approach and Best Management Practices to determine application requirements.
- Constant monitoring of turf is vital to insure desired results. ULS staff is trained to identify areas of concern and coordinate treatment as needed.

#### Shrub / Cord Grass & Groundcover Care

#### Pruning

- Crews will be provided a sectional detail map outlining the property boundaries. This map will evenly
  divide the property into four sections, each to be completed on a weekly basis.
- Crews will be directed to prune plants using Best Practices, specific to each plant type.
- Care will be taken not to remove buds or blooms on plants while flowering.
- All clippings will be removed after service.

#### **Fertilization**

- Fertilization blends shall be determined based on-site conditions and shrub needs.
- Blends will contain a complete bend of nutrients designed for ornamental shrubs.
- ULS will make application decisions based on Best Management Practices.
- Fertilization will follow scope of services 3x for shrubs

#### Pest & Disease Control

- As part of ULS Agronomic program, will utilize an IPM approach and Best Management Practices to determine application requirements.
- Constant monitoring of shrubs and ornamentals is vital to insure desired results. ULS staff is trained to identify areas of concern and coordinate treatment as needed.

#### Tree & Palm Trimming

- Trees will be maintained to a height of 8' over pedestrian walkways and 15' over roadways.
- Palm pruning to be completed 1x per year
- Fertilization will be done in conjunction with the ornamental shrub application.

#### Litter and Debris Removal

- Litter and Debris to be removed prior to mowing.
- All debris generated by maintenance services to be removed by ULS.

#### Weeding

- ULS will utilize chemical applications to maintain clean, and relatively weed free beds and mulched areas.
- ULS will follow all State & Federal requirements to make such applications. MSDS sheets will be made available.
- Best efforts will be made to keep areas with no mulch or groundcover present free from weeds, but no such guarantee can be made. Mulch and or dense groundcover is vital to weed free planting areas.

#### Irrigation

- Inspections will be completed on a monthly basis and an inspection sheet provided to the Owner thereafter.
- An initial audit report will be completed with in the first 30 days to access damages and deficiencies and reports will be presented to the Board of Supervisors/ District Manager
- ULS understands that all unreported maintenance deficiences, parts and labor after the 30 day period will be assumed by the contractor.

#### Palm Fertilization

- Palms to be fertilized 4x per year
- Fertilization will follow all state and city guidelines abiding by all blackout guidelines
- OTC injections will be complete 4x per year for all specialty palms

#### Response Time

- ULS will provide a dedicated Account Manager that will serve as the main point of contact for the Owner.
- ULS will make best efforts to strictly adhere to all response time expectations.

ULS operations team will conduct all audits of the community with reports, pictures and detailed explanations in the first 30 days to the district manager and Board of Supervisors.





#### IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida COUNTY OF Orlando
Before me, the undersigned authority, appeared the affiant, <u>Jena Rodgers</u> , and having taken an oath, affiant, based on personal knowledge, deposes and states:
1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of <u>Director of Sales</u> for <u>Florida ULS Operating</u> , LLC ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.
2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Live Oak Lake Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.  3. I do hereby certify that the Proposer has not, either directly or indirectly,
participated in collusion or proposal rigging.
4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.
5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:
Addendum No. Addendum 1 dated 3/15/2024
Addendum No. Addendum 2 dated 3/15/2024
Addendum Nodated
Addendum Nodated
6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the

Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

Dated this	22 day	of March	, 2024.	
		Proposer: +	Torida ULS Co Limals.	Operating LU
STATE OF Pla		Title: YOW	cotur of Sale	8
COUNTY OF _O	range	=		
online notarization	this 22 day	of March	, 2024, by Jen	Rodgers of
ULS Operating	, who is Q	personally known as identification, and	did or □ did not tak	
KE KE	ELY RENEE HAVERLAND	Notary Public	State of Florida	4
W.C.	y Public - State of Floric mmission # HH 025362 omm. Expires Jul 29, 20	Print Name:_	Keely Haverlan No.: HH 025362	

My Commission Expires: 07/29/202

#### V. PROPOSAL FORMS

#### **PROPOSAL FORM**

FOR

#### LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

#### TO BE SUBMITTED TO:

## LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT c/o Governmental Management Services – Central Florida, LLC, on or before March 25, 2024 at 11:00am (EST)

TO: Live Oak Lake Community Development District

FROM: Florida ULS OPeratings, LLC DBA United Land Services

(Proposer)

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

All proposals shall be in accordance with the Project Manual.

#### **Proposal Form Contents:**

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

#### PROPOSAL FORM PROPOSAL SUMMARY SHEET

Florida ULS Operating, LLC DBA **REPRESENTING** United Land Services I, Jena Rodgers Company and/or Corporation ("Proposer"), agree to furnish the services required in the scope/specifications at the following prices: **\$** 313,328 **Contract Proposal Amount:** I. (Please provide an average of all five years of pricing) 322,728 **Annual Total, Year 1:** 332,409 **Annual Total, Year 2:** 342,381 **Annual Total, Year 3:** 352,653 **Annual Total, Year 4: Annual Total, Year 5:** 363,233 II. **Proposer Information** NAME OF PROPOSER: **United Land Services** ADDRESS: 12276 San Jose Blvd. Suite 747. Jacksonville, FL 32223 FAX: PHONE: 904-544-0648 SIGNATURE: PRINTED NAME: Jena Rodgers Director of Sales and Business Development TITLE:

DATE:

3/22/24

## PROPOSAL FORM PART I – GENERAL INFORMATION

• Proposer General Information:

Proposer Name Flo	orida ULS Operating, LLC DBA United	Land	Services
Street Address 12276	San Jose Blvd, Suite 747		
P. O. Box (if any)			
City <u>Jacksonville</u>	State Florida Zip	Code	32226
Telephone <b>904-544-0</b>	<b>9468</b> Fax no		
1st Contact Name	Chris Marques	_ Title	VP of Operations
2nd Contact Name	Jena Rodger	_Title	<b>Director of Sales</b>
Parent Company Nam	ne (if any)United Land Services Operat	ing,	
Street Address12	2276 San Jose Blvd Suite 747		
P. O. Box (if any)			
City Jacksonville	StateFl Zip	Code	32223
Telephone 904-829	-9255 Fax no		
1st Contact Name	Ray Leach	_ Title	COO
2nd Contact Name	Donnie Cope	_ Title	Senior VP
Company Standing:			
	Form: Limited Liability Company al, corporation, partnership, limited liability	y com	pany, etc.)
In what State was the	Proposer organized? <b>Delaware</b>		Date <b>2020</b>
Is the Proposer in goo	od standing with that State? Yes x No _		
If no, please e	xplain		

hat are the Proposer's cur	rent insurance limits?	
eneral Liability atomobile Liability orkers Compensation piration Date	\$\frac{1,000,000}{1,000,000}\$ \$\frac{1,000,000}{3/31/2024}\$	
censure – Please list all a enses are presently in good	oplicable state and federal lic standing:	censes, and state whet
See attached certification	pages.	

## PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

Peet Address	
State   Florida   Zi   Zi   Zi   Zi   Zi   Zi   Zi   Z	
lephone	
Contact Name  John Borland  Oposed Staffing Levels - Landscape and irrigation maintenant lowing:   \[ \frac{1}{2} \] \] Technical personnel, who will be onsite \( \frac{3}{5} \] Taborers, who will be onsite \( \frac{3}{2} \] Taborers, who will be onsite \( \frac{3}{2} \] Technical personnel - Please complete the pages Part regarding the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Su	p Code33837
d Contact Name  John Borland  oposed Staffing Levels - Landscape and irrigation maintenant lowing:	
oposed Staffing Levels - Landscape and irrigation maintenant lowing:  \[ \frac{1}{2} \] Supervisors, who will be onsite \( \frac{3}{2} \) days \( \frac{5}{2} \) Laborers, who will be onsite \( \frac{3}{2} \) days possible ficers and Supervisory Personnel - Please complete the pages Part regarding the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the pages of the Proposer's Officers and Supervisory Personnel - Please complete the Proposer's Officers and Supervisory Personnel - Please complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Supervisory Personnel - Please Complete the Proposer's Officers and Proposer's Officers	TitleVP of Operation
Illowing:    1	Title Branch Manager
Technical personnel, who will be onsite Laborers, who will be onsite 3 days perficers and Supervisory Personnel – Please complete the pages Part regarding the Proposer's Officers and Supervisory Personnel – Please complete the pages of the Proposer's Officers and Supervisory Personnel – Please complete the pages of the Proposer's Officers and Supervisory Personnel – Please complete the pages of the Proposer's Officers and Supervisory Personnel – Please complete the pages of the Proposer's Officers and Supervisory Personnel – Please complete the pages of the Proposer's Officers and Supervisory Personnel – Please complete the pages of the Proposer's Officers and Supervisory Personnel – Please complete the pages of the Proposer's Officers and Supervisory Personnel – Please complete the pages of the Proposer's Officers and Supervisory Personnel – Please complete the Proposer's Officers and Supervisory Personnel – Please complete the Proposer's Officers and Supervisory Personnel – Please complete the Proposer's Officers and Supervisory Personnel – Please Complete the Proposer's Officers and Supervisory Personnel – Please Complete the Proposer's Officers and Supervisory Personnel – Please Complete the Proposer's Officers and Supervisory Personnel – Please Complete the Proposer's Officers and Supervisory Personnel – Please Complete Proposer's Officers and Pro	nce staff will include the
s Part regarding the Proposer's Officers and Supervisory Pe	1 days per week; and
chnical Personnel – Does the Proposer currently employ and o have expertise in pesticide application, herbicide of	rsonnel, and attach resumes  y other technical personnel application, arboriculture,
rticulture, or other relevant fields of expertise? Yes $\underline{\mathbf{x}}$ No following information for each person (attach additional sh	
me: Bill Kinsley	iceis if necessary).
sition / Certifications: Agronomics Manager	
ties / Responsibilities: Oversee the agronomics program for	eccis if necessary).
of Time to Be Dedicated to This Project: 20 %	
ease describe the person's role in other projects on behalf of	
oject Name/Location: Please See reference pages	or community
ntact: Reference Contact Phone: References	or community

Dollar Amount of Contract:All contracts for Orlando - over 10 Mil Proposer's Scope of Services for Project:Oversees all agronomics proshrubs and palms for the communities to ensure proper formulas for stregulations.  Dates Serviced:2020-2024  Subcontractors - Does the Proposer intend to use any subcontractors in the work? Yesx NoFor each subcontractor, please provide the information (attach additional sheets if necessary):  Subcontractor NameTruGreen  Street Address2175 N Foryth Rd Orlando, Fl 32807  P. O. Box (if any)  CityOrlando StateFlorida Zip Code  Telephone407-466-7304	tates and local
Proposer's Scope of Services for Project: Oversees all agronomics proshrubs and palms for the communities to ensure proper formulas for segulations.  Dates Serviced: 2020-2024  Subcontractors – Does the Proposer intend to use any subcontractors in the work? Yes _x _ No For each subcontractor, please provide the information (attach additional sheets if necessary):  Subcontractor Name TruGreen  Street Address 2175 N Foryth Rd Orlando, Fl 32807  P. O. Box (if any)  City Orlando State Florida Zip Code Telephone 407-466-7304	tates and local
Dates Serviced:	
Subcontractors – Does the Proposer intend to use any subcontractors in the work? Yes _x _ No For each subcontractor, please provide the information (attach additional sheets if necessary):  Subcontractor Name TruGreen  Street Address 2175 N Foryth Rd Orlando, Fl 32807  P. O. Box (if any) City Orlando State Florida Zip Code Telephone 407-466-7304	
Subcontractors – Does the Proposer intend to use any subcontractors in the work? Yes _x _ No For each subcontractor, please provide the information (attach additional sheets if necessary):  Subcontractor Name TruGreen  Street Address 2175 N Foryth Rd Orlando, Fl 32807  P. O. Box (if any) City Orlando State Florida Zip Code Telephone 407-466-7304	
Street Address2175 N Foryth Rd Orlando, Fl 32807  P. O. Box (if any)  CityOrlandoStateFloridaZip Code  Telephone407-466-7304Fax no  1st Contact NameAnthony FortunaTit  2nd Contact NameTit	following
P. O. Box (if any)  City Orlando State Florida Zip Code  Telephone 407-466-7304 Fax no.  1st Contact Name Anthony Fortuna Tit  2nd Contact Name Tit	
City Orlando State Florida Zip Code Telephone 407-466-7304 Fax no.  1st Contact Name Anthony Fortuna Tit 2nd Contact Name Tit	
Telephone 407-466-7304 Fax no Tit Contact Name Anthony Fortuna Tit 2nd Contact Name Tit	_
1st Contact Name Anthony Fortuna Tit 2nd Contact Name Tit	32807
2nd Contact Name Tit	
	le Manager
Proposed Duties / Responsibilities: Turf Agronomics Applications	le
Please describe the subcontractor's role in other projects on behalf of the Swan and Dolphin Resorts at Walt Disney/ Harmony West CDD/Che Project Name/Location: Celebration CDD/ Orange Lake Resorts	
Contact See reference sheet Contact Phone: refer to reference sheet	t
Project Type/Description: All irrigated turf programs for Orlando branches	
Dollar Amount of Contract: 6 million	
Proposer's Scope of Services for Project:fertilization for all turf types located at or	
	r Orlando Properties,

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

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

#### **OFFICERS**

PROPOSER: United Land Services	DATE: 3/22/24

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Bob Blanford	СЕО	Over see entire company	Jacksonville, FL
Tatiana Kurtiyakova	VP of Accounting	Oversees all AR/ AP	Jacksonville, Fl
David R. Leach	COO	Oversees all VP and Region	als Jacksonville, FL
Jason Lamb	CFo	Oversees all financials	Jacksonville, Fl
FOR PARENT COMPANY (if applicable)			
Bob Blanford	СЕО	Over see entire company	Jacksonville, FL
Tatiana Kurtiyakova	VP of Accounting	Oversees all AR / AP	Jacksonville, Fl
David R. Leach	COO	Oversees regionals/ VP's	Jacksonville, Fl
Jason Lamb	CFO	Oversees all financials	Jacksonville, Fl

## SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Florida ULS Operating, dba United Land Service

DATE:	3/22/24	
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INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
	VP of	Oversee all landscape		PER WEEK		
Chris Marquess	Operations	maintenance operations	Orlando	As needed.	3	15
Jason Ackman	Regional Manager	Oversee all Orlando area maintenance operations	Orlando	As needed	1	25
John Borland	Branch Manager	Oversee Orlando South maintenance operations	Orlando	As needed	6	33
Josh Benton	Account Manager	Oversee multiple crews	Orlando	25% and 1-2 days	2	20
Tony Roberts	Irrigation Manager	Maintain irrigation	Orlando	40%	3	15
Bill Kinsey	Agronomics Manager	Maintain agronomics	Ocala	20%, 1 day	5	35

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

PROPOSER: Florida ULS Operating, dba United Land Services

<u> </u>			
QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
2	Isuzu NPR	3	Reunion Office, Florida
2	72" John Deere Mower	3	Reunion Office, Florida
3	52" / 61" John Deere Mower	3	Reunion Office, Florida
2	Stihl Weed Eater	3	Reunion Office, Florida
2	Stihl Edger	3	Reunion Office, Florida
4	Backpack Blower	3	Reunion Office, Florida
1	Irrigation Van	3	Reunion Office, Florida
1	Z sprayer	3	Reunion Office, Florida
11	Gater	3	Reunion Office, Florida
2	1/2 Ton Pick up Truck	3	Reunion Office, Florida

<sup>\*</sup> Pleae note equipment may change based on the need of

DATE: 3/22/24

## PROPOSAL FORM PART III – EXPERIENCE

Please pr	ovide the following information for each project that is similar to this project, currence, or undertaken in the past five years. The projects must include irrigat
	88,570,000
	125,000,000
2023 = 3	225,000,000
	roposer's total annual dollar value of landscape and irrigation services work comple of the last three (3) years:
Dates Ser	rviced: 7/2022-Current
CDD, HO	OA, and Clubhouse.
Scope of	Services for Project: Landscape Maintenance, irrigation, and agronomics for the
	mount of Contract: \$400,000
_	ype/Description: Landcape Maintenance
	Shelley Kaercher Contact Phone: shelleykaercher@forestar.com
	Shelley Kaercher Contact Phone: shelleykaercher@forester.com

	rigation, agronomics, additional ancillary services such as mulch, annuals, and arbor care r all common ares, town homes, clubhouse, and other areas.
_ Li	st of equipment used on site: <u>Isuzu NPR, various sized mowers, edgers, weed eaters,</u>
	ackpack blowers, irrigation truck, z-sprayer, gator, 1/2 ton pick up trucks.
Li	st of subcontractors used: TruGreen / Mulch Vendor
Is	this a current contract? Yes X No
D۱	uration of contract: 2022-Current
(11	nformation regarding similar projects – continued)
Pr	oject Name/Location: Champions Gate at Country Club
Co	ontact: Kristina Inkrott Contact Phone: 407-619-6936
Pr	oject Type/Description: HOA
Do	ollar Amount of Contract: 980,000
Н	ow was the project similar to this project? Landscape maintenance, irrigation, and
<u>ag</u>	ronomics for a high trafficked residential community. Require attention to detail, and
<u>fr</u>	equent communication with manager.
Y	our Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest
	entrol, weed control, thatch removal, irrigation, etc.): Mowing, edging, weed control
	rigation, agronomics, additional ancillary services such as mulch, annuals, and arbor care
	r master association, various HOAs, included maintenance free for 995 homes.
	,
 Li	st of equipment used on site: Isuzu NPR, various sized mowers, edgers, weed eaters,
	ackpack blowers, irrigation truck, z-sprayer, gator, 1/2 ton pick up trucks.

Is this	a current contract? Yes X No
Duratio	on of contract: 2022-Current
(Inform	nation regarding similar projects – continued)
Project	t Name/Location: Celebration CDD
Contac	et: Angela Montagna Contact Phone: 727-638-0268
Project	t Type/Description: Community Development District
Dollar	Amount of Contract: \$1,200,000
How w	vas the project similar to this project? Landscape maintenance, irrigation,
agrono	mics for a high trafficked residential community. Require attention to det
freque	nt communication with manager.
Your C	Company's Detailed Scope of Services for Project (i.e. fertilization, mow
control	l, weed control, thatch removal, irrigation, etc.): Mowing, edging, weed
irrigati	ion, agronomics, additional ancillary services such as mulch, annuals, and a
for Cel	ebration CDD.
List of	equipment used on site: <u>Isuzu NPR, various sized mowers, edgers, weed</u>
<u>backpa</u>	ck blowers, irrigation truck, z-sprayer, gator, 1/2 ton pick up trucks.
List of	subcontractors used: TruGreen ./ Mulch Vendors

Project Name/Loca	
1 10,000 1 101110/12000	ation: Tohoqua CDD
Contact: Jeff Farho	Contact Phone: <u>850-322-2949</u>
Project Type/Descr	ription: HOA
Dollar Amount of	Contract: \$350,000
How was the proje	ect similar to this project? Landscape maintenance, irrigation, and
agronomics for a hi	igh trafficked residential community. Require attention to detail, and
frequent communic	cation with manager.
Your Company's I	Detailed Scope of Services for Project (i.e. fertilization, mowing, pest
control, weed contr	rol, thatch removal, irrigation, etc.): <u>Mowing, edging, weed control</u>
irrigation, agronon	nics, additional ancillary services such as mulch, annuals, and arbor care
for common ground	ds, and landscape installation for individual homes.
	used on site: Isuzu NPR, various sized mowers, edgers, weed eaters,
backpack blowers,	irrigation truck, z-sprayer, gator, 1/2 ton pick up trucks.
List of subcontract	ors used: No subcontractor used.
List of subcontract	ors used: No subcontractor used.
	ntract? Yes X No
Is this a current con	
Is this a current conduction of contract Has the Proposer, supervisor, etc.), be contract within the	ntract? Yes X No
Is this a current conduction of contract Has the Proposer, supervisor, etc.), be contract within the the following information	ntract? Yes $X$ No  ct: 2022-Current  or any of its principals or supervisory personnel (e.g., owner, officer, one terminated from any landscape or irrigation installation or maintenance past 5 years? Yes No $_{X}$ For each such incident, please provides
Is this a current conduction of contract Has the Proposer, supervisor, etc.), be contract within the the following information of the project Name/Local	ntract? Yes X_ No  ct: 2022-Current  or any of its principals or supervisory personnel (e.g., owner, officer, officer, officer) and landscape or irrigation installation or maintenance past 5 years? Yes No _x_ For each such incident, please providenation (attach additional sheets as needed):
Is this a current conduction of contract Has the Proposer, supervisor, etc.), be contract within the the following information of the project Name/Local Contact:	ntract? Yes X_ No  ct: 2022-Current  or any of its principals or supervisory personnel (e.g., owner, officer, of the enterminated from any landscape or irrigation installation or maintenance to past 5 years? Yes No _x_ For each such incident, please provide mation (attach additional sheets as needed):

_	
Γ	Dates Serviced:
R	Reason for Termination:
_	
	Has the Proposer been cited by OSHA for any job site or company office/shop safety violate $\mathbf{x}$ the past five years? Yes No $\mathbf{x}$ _
I	f yes, please describe each violation, fine, and resolution
V	What is the Proposer's current worker compensation rating?
	Has the Proposer experienced any worker injuries resulting in a worker losing more than ten 10) working days as a result of the injury in the past five years? Yes No
I	f yes, please describe each incident
fi	Please state whether or not the Proposer or any of its affiliates are presently barred or suspend from proposing or contracting on any state, local, or federal contracts?  Yes $\underline{\hspace{0.5cm}}$ No $\underline{\hspace{0.5cm}}$ If yes, please provide:
Τ	The names of the entities
Τ	The state(s) where barred or suspended
Τ	The period(s) of debarment or suspension
^	Also, please explain the basis for any bar or suspension:

None
None
List any and all litigation to which the Proposer or its principals have been a party in the five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation the status and/or resolution of the litigation.
None
Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Propo officers or principal members, shareholders or investors filed for bankruptcy, either volutor involuntary, within the past 10 years? Yes (_) No (X) If yes, provide the following:
Identify the Case # and Tribunal:
Describe the Nature of the Action:
Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

officers or j obligation (	roposer or any of its affiliates (parents or subsidiaries), or principal members, shareholders or investors defaulted on a (e.g., failing to pay subcontractors or materialmen) within the es, please explain:	loan or other finance

#### PROPOSAL FORM SIGNATURE PAGE

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority
to sign this Proposal Form (including Parts I through IV) on behalf of Florida ULS Operating, LLC ("Proposer") and declare that I have read the foregoing
Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.
Dated this 22 day of March, 2024.
Proposer: Florida US Operating, LLC By: 110 1. Sec.
Title: OFFILE OF OLD
COUNTY OF Orange
COUNTY OF Orange
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of of physical presence or online notarization this 22 day of Mach, 2024, by Jena Roolgecs of
Fluids ULS Upunting who is personally known to me or who has produced as identification, and did not take the oath.
Nothery Public/State of Florida
Print Name: 1/ Heres and
Notary Public - State Commission No.: 44 025363
Commission # HH 023304 My Comm. Expires Jul 29, 2024 My Comm. Expires Jul 29, 2024 My Commission Expires:

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

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

Name of Proposer: _	Florida ULS Operating, dba United Land Service	
1 -		

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

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

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

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

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

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

#### E-Verify

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

#### **Non-Collusion**

- 1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
- 2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
- 3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
- 4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

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

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

Signature of Authorized Signatory of Proposer

Sworn before me on 22 d , 2024

Notary Public Signature

Notary Stamp

KEELY RENEE HAVERLAND
Notary Public - State of Florida
Commission # HH 025362
My Comm. Explres Jul 29, 2024
Bonded through National Notary Assn.



**Price Proposal** 

### Live Oak Lake CDD Landscape Fee Summary

Property: Live Oak Lake CDD **Contractor: Unjited Land Services** 

Address: 12276 San Jose Blvd. Suite 747

Address: 219 E. Livingston St.

Orlando,

Florida, 32801

Phone: 407-750-3599

Jacksonville, FL 32223 Phone: 904-544-0648

Fax:

Contact: Luke Blackson

Email: <a href="mailto:lblackson@unitedlandservices.com">lblackson@unitedlandservices.com</a>

Contact: JWright@gmscfl.com

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
GENERAL SERVICES													
(Schedule A) -	13,836	13,836	18,445	18,445	23,054	23,054	23,054	23,054	23,054	18,445	18,445	13,836	\$230,558
Mowing/Detailing													
TURF CARE													
(Schedule B)	1,792	672	3,805	1,119	1,792	1,119	3,806	1,342	1,792	672	3,806	672	\$22,389
Bahia/St Augustine Fert													
TREE/SHRÜB CARE													
(Schedule C)	230	1,031	344	402	459	344	516	516	344	1,031	230	286	\$5,733
Tree/Shrub Fert													
BED DRESSING - Estimate mulch yds													
(Schedule E - B.)					15,000						9,000		\$24,000
Per Yard Pricing:					250						150		
PALM TRIMMING													
(Schedule E - C.) Per Palm Price:				10,980					10,980				\$21,960
ANNUAL CHANGES - None at this time													
(Schedule E - A. )	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Per Annual Pricing:													
IRRIGATION MAINT.													
(Schedule D)	724	724	724	724	724	724	724	724	724	724	724	724	\$8,688
TOTAL FEE DED MONTH.	640 500	640.000	000.040	604.070	644.000	605.044	600 400	605.000	000.004	¢00.070	***	045 540	6040.000
TOTAL FEE PER MONTH:	\$16,582	\$16,263	\$23,318	\$31,670	\$41,029	\$25,241	\$28,100	\$25,636	\$36,894	\$20,872	\$32,205	\$15,518	\$313,328
F1 / F 0 1 1 1	000 441	000 111	000 111	000 441	000 441	000 441	000 441	000 111	000 111	000 441	000 441	000 444	0010.000
Flat Fee Schedule	\$26,111	\$26,111	\$26,111	\$26,111	\$26,111	\$26,111	\$26,111	\$26,111	\$26,111	\$26,111	\$26,111	\$26,111	\$313,328

Essential Services Mowing/Detailing/Irrigation/Fert and F	\$267,368	

Extra Services	\$45.960
Annual Changes, Palm Pruning, Mulc	<b>\$45,960</b>

TOTAL	
	\$313,328.00



Signed Addendum

Addendum #1
Live Oak Lake CDD RFP 2024
Landscape Maintenance Services

March 15, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

### **CLARIFICATIONS/QUESTIONS:**

Q1: How many yards of mulch to be included in the contract?

A1: The contract should include 400 yds of mulch. 250 In May 150 in November.

Q2: Is the Landscape vendor responsible for "Wet Checks"?

A2: Yes this is clearly defined in Component D of the scope. Also please refer to the "Supplemental Irrigation Specification for Component D"

Q3: Are vendors allowed to attend the meeting on April 3rd, 2024.

A3: CDD meetings are open to the public and vendors are allowed to attend the meeting. The meeting will be held on April 3rd, 2024, at the Celebration public library. There is limited space in the meeting room and it is requested that if you intend to attend the meeting, please utilize the zoom link that will be posted on the CDD's website, <a href="https://www.liveoaklakecdd.org">www.liveoaklakecdd.org</a>, when the agenda is released a week prior to the meeting. There is no guarantee that the board will want to meet with bidders, or listen to bid presentations at this time. The board will have sole discretion on how they wish to proceed with the meeting.

- Q4: Please provide an overall palm count broken down by palm type.
- A4: It is expected that any potential bidder will inspect the property, and gather any information related to palm trees on their own accord. The CDD will not be supplying this information to bidders. Please use the area map provided to review CDD areas.
- Q5: Please provide an irrigation zone count.
  - A5: The East / West controller has 59 stations, the North / South controller has 64 stations
- Q6: Please delineate areas sodded with St Augustine, Bahia and Zoysia turf
- A6: It is expected that any potential bidder will inspect the property, and gather any information related to the turf on their own accord. In general, there is bahia sod along the pond banks, and St. Augustine everywhere else. However, bidders are expected to verify this information themselves and obtain sod coverage area on their own.
- Q7: Please provide all mulch types used on the property and locations where each will be used.
- A7: Chocolate Cypress Mulch is the preferred mulch for the property. This will be used in all CDD mulch beds including roundabout monuments, viburnum hedge lines, and other plant beds on CDD property.
- Q8: On the form "SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK", does the field "% OF TIME TO BE DEDICATED TO THIS PROJECT" refer to their time spent on the project as a percentage of the total project period or as a percentage of their overall time spent working out of the year, including on unrelated projects?
- A8: The account manager assigned to this project is expected to supervise the onsite crews as much as possible, and be available for meetings with district staff as described in the scope.
- Q9: On Proposal Form Part III Experience, is a full list of work performed for community development districts required? Should examples listed be restricted to a certain area, time period, or size of project performed?
- A9: The experience list should include all CDD's that the contractor has serviced in the state of Florida that they wish to include to validate their services. References and other information to such is for the bidder to show board members their experience with similar projects. The bidder should answer this question and provide information at their own discretion.
- Q10: On Proposal Form Part III Experience, please provide specific requirements for projects <u>"similar to this project"</u> beyond the requirement that they also include irrigation maintenance
- A10: Page 9, section 20 of the RFP packet that was provided explains the only mandatory requirements for contractors. When listing projects similar to this project we are looking for previous CDD's / HOA's that the contractor serviced, properties whose contract values are similar, or other large corporate / government projects. We understand that not every contractor will have experience with working for CDD's in the past, and this will not automatically disqualify you from

bidding or being considered. This is meant to be up to the bidders discretion to best display their past performance.

Q11: On Proposal Form Part IV – Pricing, a subheading on the field "TURF CARE" specifies "Bahia/St Augustine Fert". However, the specifications include additional requirements for turf care under Component "B" beyond fertilization including insect/disease control. Should these additional services be included in the pricing under "TURF CARE" or elsewhere?

A11: This pricing should be included in the "TURF CARE" section on the fee summary schedule.

Q12: On Proposal Form Part IV – Pricing, a subheading on the field "TREE/SHRUB CARE" specifies "Tree/Shrub Fert". However, the specifications include additional requirements for bed care under Component "C" beyond fertilization including insect/disease control. Should these additional services be included in the pricing under "TREE/SHRUB CARE" or elsewhere?

A12: This pricing should be included in the "TREE/SHRUB CARE" section.

Q13: Will irrigation repairs not necessitated by negligence on the part of the bidder be considered additional billable services? Will these repairs be subject to the hourly irrigation rate provided on Proposal Form Part IV?

A13: Yes, any irrigation repairs that are not a result of negligence will be billed separately then the standard contract. The contractor should alert the District Field Manager and Irrigation Consultant of any needed repairs and submit a proposal for the repair.

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

NAME OF FIRM:
Florida ULS Operating, dba United Land Service
SIGNATURE: Julyfera
DATE: 3/22/24

Addendum #2 Live Oak Lake CDD RFP 2024 Landscape Maintenance Services

March 15, 2024

To: All Prospective Proposers:

The following changes, additions, clarifications, and deletions amend the Request for Proposals of the above captioned Project, and shall become an integral part of the Submittal. Please note the contents herein and affix the same to the documents you have on hand. Indicate on the Acknowledgement of Receipt of Documents and Proposal Signature Form that this Addendum has been received.

### **CLARIFICATIONS/QUESTIONS:**

C1: Component D - Irrigation Maintenance - Scope of Services

C1: Please also review and include the specifications defined in the "Supplemental CDD Irrigation Spec Component D" when creating your bid. This has been provided with this addendum in a separate document.

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

NAME OF FIRM:

Florida ULS Operating, dba United Land Service

SIGNATURE:

DATE: 3/22/24



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

































## **United We Grow!**



Uniting partners through exceptional landscape services

SECTION g.



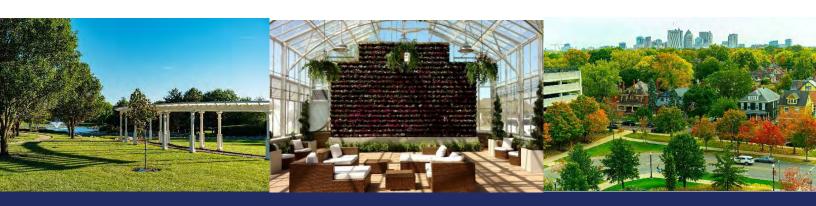
### **Landscape & Irrigation Maintenance Proposal**

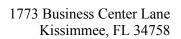
Prepared for

### Live Oak Lake CDD

March 2024









March 22, 2024

Jarett Wright, Field Manager 219 E. Livingston Street Orlando, FL 32801 407-841-5524

## Re: Response to Proposal Landscape and Irrigation Maintenance Services for Live Oak Lake Community Development District

To Mr. Wright and Committee,

Thank you for the opportunity to bid the landscape maintenance for the Live Oak Lake Community Development District. Our proposal has been created to address your specific needs and expectations.

Our enclosed proposal includes the following sections:

- Required Documents: Proposal forms included in your RFP, as well as notarized documents.
- **Personnel:** Information about our company and local offices, our management staff allocated to serving your community, and a summary of how plan we organize our service crews.
- Experience & References: Examples of our current projects, which are similar in scope to your needs and expectations, and references for these projects.
- Startup Plan: Our 30-60-90 Day Plan that outlines what our maintenance crew, irrigation team, fert/chem team, and account manager will accomplish in the first 90 days. This also includes a letter describing how we intend to accomplish all landscaping tasks outlined in your scope of work.
- Pricing Summaries: Completed pricing forms from your RFP.

We welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that Live Oak Lake CDD can be proud of.

Sincerely,

Nicole Ailes

Nicola Ailas

Business Development Manager Yellowstone Landscape

nailes@yellowstonelandscape.com

559-977-4719



## REQUIRED DOCUMENTS



### IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida COUNTY OF Orange				
Before me, the undersigned authority, appeared the affiant, knowledge, deposes and having taken an oath, affiant, based on personal knowledge, deposes and				
1. I am over eighteen (18) years of age and competent to to contained herein. I serve in the capacity of Business Development Manager for Y ("Proposer"), and am authorized to make this Affidavit Regarding Proposes	Yellowstone Landscape- Southeast LLC			
2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Live Oak Lake Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.				
3. I do hereby certify that the Proposer has not, either participated in collusion or proposal rigging.	directly or indirectly,			
4. The Proposer agrees through submission of the <u>Proposer</u> information for ninety (90) days from the opening of the proposals, and if the basis of this Proposal to enter into and execute the contract in the form Manual.	awarded the contract on			
5. The Proposer acknowledges the receipt of the complete Proby the District and as described in the Project Manual's Table of Content of the following Addenda:				
Addendum No. 1 dated 3/15/24				
Addendum No. 2dated3/15/24	and the second s			
Addendum Nodated				
Addendum Nodated				
6. By signing below, the Proposer acknowledges that (i) understood, and accepted the Project Manual; (ii) the Proposer has had a with legal counsel regarding the Project Manual; (iii) the Proposer has as Project Manual; (iv) this is an informal bid, and no protest rights or other be afforded to the Proposer; and (v) the Proposer has waived any right	n opportunity to consult greed to the terms of the procurement rights will			

relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

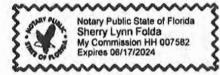
Dated this 4th day of March , 2024.

Proposer: Yellowstone Landscape- Southeast LLC

By: Kyle Norsey
Title: Business Development Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this the day of March, 2024, by Kyle Nursey of Vellowstone Landsop who is personally known to me or who has produced as identification, and did or did not take the oath.



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

### V. PROPOSAL FORMS

### **PROPOSAL FORM**

**FOR** 

### LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

#### TO BE SUBMITTED TO:

# LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT c/o Governmental Management Services – Central Florida, LLC, on or before March 25, 2024 at 11:00am (EST)

TO: Live Oak Lake Community Development District

FROM: Yellowstone Landscape- Southeast LLC

(Proposer)

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

All proposals shall be in accordance with the Project Manual.

### **Proposal Form Contents:**

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

## PROPOSAL FORM PROPOSAL SUMMARY SHEET

I, Nico	ole Ailes REPRESEN	NTING Yellowstone Landscape- Southeast LLC			
		agree to furnish the services required in the			
(	Contract Proposal Amount: (Please provide an average of all five years of pricing)	\$327,876.00			
1	Annual Total, Year 1:	\$ <u>307,800.00</u>			
1	Annual Total, Year 2:	\$ <u>317,028.00</u>			
1	Annual Total, Year 3:	\$ <u>328,248.00</u>			
1	Annual Total, Year 4:	\$ <u>338,100.00</u>			
1	Annual Total, Year 5:	\$ <u>348,228.00</u>			
II. 1	Proposer Information				
NAME	OF PROPOSER: Yellowston	e Landscape- Southeast LLC			
ADDRE	ESS: 1773 Business Center Lar	ne, Kissimmee, FL 34758			
PHONE: (407) 396-0529		FAX: (407) 396-2023			
SIGNA	TURE: Nicole Ailes				
PRINTE	ED NAME: Nicole Ailes				
TITLE:	Business Development N	Manager			
DATE:	3/22/24				

### PROPOSAL FORM PART I – GENERAL INFORMATION

Proposer General Information: Proposer Name Yellowstone Landscape- Southeast LLC Street Address 3235 N. State Street P. O. Box (if any) City Bunnell State FL Zip Code 32110 Telephone 386-437-6211 \_\_\_\_\_ Fax no. \_\_\_\_ Nicole Ailes Title Business Development Manager 1st Contact Name Kyle Nursey Title Business Development Manager 2nd Contact Name Parent Company Name (if any) Street Address P. O. Box (if any) City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_\_ Telephone \_\_\_\_\_ Fax no. \_\_\_\_ \_\_\_\_\_ Title \_\_\_\_\_ 1st Contact Name 2nd Contact Name \_\_\_\_\_Title \_\_\_\_\_ Company Standing: Proposer's Corporate Form: Corporation (e.g., individual, corporation, partnership, limited liability company, etc.) In what State was the Proposer organized? Delaware Date April 2008 Is the Proposer in good standing with that State? Yes X No If no, please explain

Kyl	authorized to do business is	vith the State of Florida, Division of Corporations and n Florida? Yes X No
•	What are the Proposer's cu	urrent insurance limits?
	General Liability Automobile Liability Workers Compensation Expiration Date	\$ 1,000,000.00 \$ 2,000,000.00 \$ 2,000,000.00 April 2024
•	licenses are presently in go	
	Certified Pest Control Operator- ISA Certified Arborist- In good s	
	Irrigation Specialty Contracto	

## PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

•	List the location of the Proposer's office, which would perform work for the District.					
	Street Address 1773 Business Center Lane					
	P. O. Box (if any)					
	City Kissimmee	State FL	Zip C	ode 34758		
	Telephone 407-396-	0529Fax	no. 407-396-202	23		
	1st Contact Name	Pete Wittman		Title Branch Manager		
	2nd Contact Name	Elisamuel Flores		Title _Account Manager		
•	Proposed Staffing Le following:	rvels - Landscape and irriga	tion maintenance	staff will include the		
	1 2 4	Supervisors, who will be of Technical personnel, who Laborers, who will be ons	will be onsite 2	days per <u>month</u> ; and		
•	this Part regarding the for any individuals literated Technical Personnel	– Does the Proposer curren	Supervisory Perso er Personnel Ta atly employ any of	nnel, and attach resumes  ab*  ther technical personnel		
	horticulture, or other	e in pesticide application rrelevant fields of expertise ation for each person (attaci	? Yes _ <b>x</b> No _	_ If yes, please provide		
	Name: Landon Pyle					
	Position / Certification	ons: Certified Pest Control C	perator			
	Duties / Responsibili	ties: Oversee fertilization &	pest control prog	rams		
	% of Time to Be Dec	dicated to This Project: 5	%			
	*	erson's role in other project		Proposer:		
	_	on: Reunion East and Reun				
	Contact: Alan Schee					
	Project Type/Descrip	otion: Community Developn	nent District			

Duties / Responsibiliti	es: Landscape Maintenance	
Dollar Amount of Cor	ntract: \$750,000+	
	ervices for Project: Mowing of co	ommon area turf, pruning of
landscape beds, ma	aintenance of annual flower bed	ds, pest and weed control
in turf and shrubs,	irrigation inspections, palm pru	ning, and mulching.
Dates Serviced: 200	8-current	
the work? Yes X N	s the Proposer intend to use any suo o For each subcontractor, plead Iditional sheets if necessary):	
Subcontractor Name _	Enviro Tree Services	
Street Address 3202	N DI II	
P. O. Box (if any)		
City Apopka	State Florida	Zip Code
Telephone 407-574	-6140 Fax no	
1st Contact Name		<sub>Title</sub> _Owner
2nd Contact Name	Dana Mickler	Title _ Field Manage
Proposed Duties / Res	ponsibilities: Pruning of palm tro	ees over 15'
	bcontractor's role in other projects n: Reunion East CDD & Reunion	
Contact: Alan Schee		3-2890
Project Type/Descript:	O	
Dollar Amount of Cor	Φ750 000 ·	
	ervices for Project: Mowing of c	ommon area turf, pruning of
	aintenance of annual flower bed	

V. PROPOSAL FORMS

### **Enviro Tree Services**

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

Our company adheres to government's E-Verify program, all employees must pass a drug test, and

all management and supervisors must pass a background check.

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

PROPOSER: Yel	lowstone Lands	scape- Southeast LLC
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DATE: 3/22/24

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
TUTIVIE	OR TITLE	REST OT SIBILITIES	
Harry Lamberton	President & CEO	Oversees Key Officers	Bunnell, FL
Tim Portland	Executive Chairman	Supports Executive Leadership	Charlotte, NC
Jim Herth	VP of Business Development	Oversees Sales and Acquisitions	Bunnell, FL
Chris Adornetti	VP of Accounting	Oversees Financial Operations	Bunnell, FL
Timothy Sherman	Chief Financial Officer	Oversees Finance and Accounting	Bunnell, FL
FOR PARENT COMPANY (if applicable)			

## SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

 $PROPOSER: \underline{ \mbox{Yellowstone Landscape- Southeast } \mbox{LLC}}$ 

DATE: 3/22/24

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Brian Wester		Oversee Southeast Maintenance Operations	Bunnell, FL	5%/1 Day A Month	13 Years	20+ Years
Pete Wittman	Branch Manager	Oversee Local Branch Operations	Kissimmee, FL	5%/ 1 Day A Week	2 Years	14 Years
Elisamuel Flores	Account Manager	Oversee Maintenance Crews	Kissimmee, FL	20%/ 2 Days A Wee	<sub>ek</sub> 7 Years	24 Years
Gary Price	Irrigation Manager	Oversee Irrigation Inspections	Kissimmee, FL	5%/ 1 Day A Week	4 Years	33 Years
David Boldman	Fert/Chem Manage	Oversee Fert/Chem Program	Kissimmee, FL	5%/ 1 Day A Week	8 Years	21 Years

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

 $PROPOSER: \underline{ \mbox{Yellowstone Landscape- Southeast } \mbox{LLC}}$ 

DATE: 3/22/24

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
2	60" Mowers- Exmark	2	Kissimmee, FL
1	72" Mower- Exmark	2	Kissimmee, FL
1	48" Mower- Exmark	2	Kissimmee, FL
2	String Trimmer- Stihl	2	Kissimmee, FL
2	Edger- Stihl	2	Kissimmee, FL
2	Backpack Blower- Stihl	2	Kissimmee, FL
3	Hedge Trimmer- Stihl	2	Kissimmee, FL

## PROPOSAL FORM PART III – EXPERIENCE

Has the Proposer performed work for a community development district previously?
Yes X No If yes, please provide the following information for each project (attach additional sheets if necessary):
Project Name/Location: Reunion East and Reunion West CDD, Reunion, FL
Contact: Alan Scheerer Contact Phone: 407-398-2890
Project Type/Description: Community Development District
Dollar Amount of Contract: \$750,000+
Scope of Services for Project: Mowing of common area turf, pruning of landscape beds,
annual flower maintenance, palm pruning, mulching, irrigation inspections,
landscape fertilization and pest control.
Dates Serviced: 2008-current
List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:
2023 = \$9,000,000.00
2022 = \$9,000,000.00
<u>2021</u> = \$8,200,000.00
Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.
Project Name/Location: Westside CDD, Kissimmee FL
Contact: Andy Hatton Contact Phone: 407-814-5524
Project Type/Description: Community Development District
Dollar Amount of Contract: \$175,000+
How was the project similar to this project? Project consists of common area and
pond mowing within an HOA.
Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest
control, weed control, thatch removal, irrigation, etc.): Mowing of right-of-ways,

oommon aroas, a	and ponds, trimining and weeding or landscape beds, imgation
inspections, fertili	ization of turf and shrubs, palm pruning, and mulching.
List of equipment u	sed on site: Mowers, edgers, string-trimmers, hedge-trimmers,
	and buffalo blower.
List of subcontracto	ors used: Enviro Tree Services
Is this a current con	atract? Yes X No
Duration of contrac	t: 2015- current
(Information regard	ding similar projects – continued)
Project Name/Locar	tion: Dowden West CDD, Orlando, FL
Contact: Alan Sche	eerer Contact Phone: 407-398-2890
Project Type/Descr	iption: Community Development District
Dollar Amount of C	Contract: \$300,000+
How was the project	et similar to this project? Common area mowing and detailing
within HOA comm	
Your Company's D	Detailed Scope of Services for Project (i.e. fertilization, mowing, pest
	ol, thatch removal, irrigation, etc.): Mowing and landscape
	non areas and ponds, irrigation, fertilization and pest control
palm pruning, and	
List of equipment u	used on site: Mowers, edgers, string-trimmers, hedge-trimmers
	s, and buffalo blower.
	-,

List of subcontractors used: Enviro Tree Services	
Is this a current contract? Yes X No	
Duration of contract: 2019-current	
(Information regarding similar projects – continued)	
Project Name/Location: Hills of Minneola CDD, Minneola, FL	
Contact: Mark Hills Contact Phone: 407-847-2280	
Project Type/Description: Community Development District	
Dollar Amount of Contract: \$200,000+	
How was the project similar to this project? Common area and pond mowing wit an HOA.	hin
Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing control, weed control, thatch removal, irrigation, etc.): Mowing and detailing of lawed control, irrigation inspections, fertilization of turf and shrub beds, and porter.	andscap
List of equipment used on site: Mowers, edgers, string-trimmers, hedge-trimmer backpack blowers, and buffalo blower.	rs,
List of subcontractors used: Ridge Valley Environmental	
Is this a current contract? Yes X No	

•	(Information regarding similar projects – continued)
	Project Name/Location: Narcoossee CDD, Orlando, FL
	Contact: Alan Scheerer Contact Phone: 407-398-2890
	Project Type/Description: Community Development District
	Dollar Amount of Contract: \$200,000+
	How was the project similar to this project? Common area mowing and detailing within various HOAs.
	Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): *See Project Approach Tab
	List of equipment used on site: Mowers, edgers, string-trimmers, hedge-trimmers,
	backpack blowers, and buffalo blower.
	List of subcontractors used: Enviro Tree Services
	Is this a current contract? Yes X No
	Duration of contract: 2023-current
•	Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes $\times$ No For each such incident, please provide the following information (attach additional sheets as needed):
	Project Name/Location: Avalon Groves CDD
	Contact: Kyle Darin Contact Phone: 321-263-0132
	Project Type/Description: Community Development District
	Dollar Amount of Contract: \$150,000

Da	tes Serviced: 2019-2023
Re	ason for Termination: Board switched from developer-controlled to homeowner-controlle
ar	nd the new board chose to switch to different vendors on multiple services.
	us the Proposer been cited by OSHA for any job site or company office/shop safety violati the past five years? Yes No _X_
If	yes, please describe each violation, fine, and resolution
W	hat is the Proposer's current worker compensation rating?1.06
	is the Proposer experienced any worker injuries resulting in a worker losing more than ten 0) working days as a result of the injury in the past five years? Yes $\underline{\hspace{1cm}}$ No $\underline{X}$
If	yes, please describe each incident
fro	ease state whether or not the Proposer or any of its affiliates are presently barred or suspend om proposing or contracting on any state, local, or federal contracts? es No _X If yes, please provide:
Th	e names of the entities
Th	e state(s) where barred or suspended
Th	e period(s) of debarment or suspension
Al	so, please explain the basis for any bar or suspension:

Not Amelia -	Ja	
Not Applica	DIE CONTROLLE CO	_
		_
		_
		_
five (5) year	all litigation to which the Proposer or its principals have been a party in a secondary. Please describe the nature of the litigation, the Proposer's role in the litigs and/or resolution of the litigation.	
Not Applic	ıble	
		_
		_
		_
officers or p	poser or any of its affiliates (parents or subsidiaries), or any of the Proprincipal members, shareholders or investors filed for bankruptcy, either voly, within the past 10 years? Yes (_) No (X) If yes, provide the following:	
officers or p or involunta	rincipal members, shareholders or investors filed for bankruptcy, either vol	
officers or por involuntal Identify the	rincipal members, shareholders or investors filed for bankruptcy, either voly, within the past 10 years? Yes (_) No (X) If yes, provide the following:  Case # and Tribunal:	
officers or por involuntal Identify the	rincipal members, shareholders or investors filed for bankruptcy, either voly, within the past 10 years? Yes (_) No (X) If yes, provide the following:	
officers or por involuntal Identify the	rincipal members, shareholders or investors filed for bankruptcy, either voly, within the past 10 years? Yes (_) No (X) If yes, provide the following:  Case # and Tribunal:	
officers or por involuntal Identify the	rincipal members, shareholders or investors filed for bankruptcy, either voly, within the past 10 years? Yes (_) No (X) If yes, provide the following:  Case # and Tribunal:	
officers or por involuntal Identify the	rincipal members, shareholders or investors filed for bankruptcy, either voly, within the past 10 years? Yes (_) No (X) If yes, provide the following:  Case # and Tribunal:	
officers or por involuntal Identify the	rincipal members, shareholders or investors filed for bankruptcy, either voly, within the past 10 years? Yes (_) No (X) If yes, provide the following:  Case # and Tribunal:	
officers or por involuntal Identify the Describe the	rincipal members, shareholders or investors filed for bankruptcy, either voly, within the past 10 years? Yes (_) No (X) If yes, provide the following:  Case # and Tribunal:	
officers or por involuntal Identify the Describe the	rincipal members, shareholders or investors filed for bankruptcy, either volvy, within the past 10 years? Yes (_) No (X) If yes, provide the following:  Case # and Tribunal:  Nature of the Action:	

Has the Proposer or any fficers or principal memb bligation (e.g., failing to plo (X) If yes, please explan	ers, shareholders o ay subcontractors	r investors defaulte	d on a loan or other	fina

## PROPOSAL FORM SIGNATURE PAGE

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority

	(including Parts I through IV) on behalf of ("Proposer") and declare that I have read the foregoing
Proposal Form (including Parts I throanswered, and all of the information property of the information property of the proposal Form (including Parts I throanswered).	ough IV) and that all of the questions are fully and completely rovided is true and correct.
Dated this 4th day of	March , 2024.
	Proposer: Yellowstone Landscape- Southeast LLC
144.1.	By: Kyle Wyczey Title: Business Development Manager
STATE OF Florida	Title. Basiness bevolopment manager
COUNTY OF Orange	
The foregoing instrument was sw presence or □ online notarization this	orn to (or affirmed) and subscribed before me by means of physica day of March , 2024, by Kylc Nursey or
	personally known to me or $\square$ who has produced as identification, and $\square$ did or $\square$ did not take the oath.
***************************************	Sheny Lynn Folda
Notary Public State of Florida	Notary Public, State of Florida
Sherry Lynn Folda My Commission HH 007582	Print Name: Sherry Lynn Folda
** Expires 06/17/2024	Commission No.: HH 007582
	My Commission Expires: June 17, 2024

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

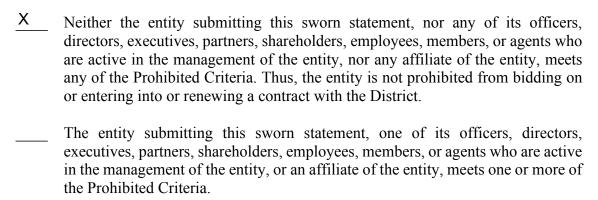
## THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer:	Yellowstone Landscape- Southeast LLC	
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I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state that:

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

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



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

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

### E-Verify

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

### **Non-Collusion**

- 1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
- 2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
- 3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
- 4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

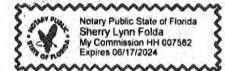
- inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- 5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable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

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

Signature of Authorized Signatory of Proposer

Sworn before me on March 4, 2024

Notary Public Signature



Notary Stamp



386.437.6211 tel 386.437.5143 fax

3235 North State Street PO Box 849 Bunnell, FL 32110

www.yellowstonelandscape.com

March 15, 2024

Live Oak Lake CDD 219 E Livingston St. Orlando, FL 32801

RE: Project Manual for Landscape and Irrigation Maintenance Services

Dear Sir/Madam:

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

Sincerely,

Chris Adornetti Secretary Yellowstone Landscape



# PERSONNEL







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

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

As one of the landscape industry's fastest growing and most awarded commercial landscaping

companies, we are proud to serve more than three thousand client properties from our local branch facilities, across the South, Southwest, and Midwest.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

# Trusted by Clients Across the Country





Yellowstone Landscape serves our clients from local branch locations across the South, Southwest, and Midwest United States.

Our talented Landscape Professionals are experts in their local areas, delivering excellence in commercial landscape maintenance, installations and enhancements, tree care, and snow & ice services.

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

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the trusted commercial landscaping partner of choice to our valued clients across the country.

#### **Proud to Serve Orlando**





# Excellence in Commercial Landscaping for Your Orlando Area Properties

Yellowstone Landscape is proud to serve Central Florida's commercial landscaping needs from two branch locations in Orlando. With more than 250 local employees, we're one of the largest and most awarded commercial landscape service firms in the greater Orlando area.

We offer landscape design, landscape installation, and landscape maintenance services

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

Our service teams are ready to provide you with Orlando's most professional and responsive commercial landscaping services, always tailored to your needs and expectations.

Orlando-North Offices 1930 Silver Star Road Orlando, FL 32804 407.814.2400 Orlando-South Offices 1773 Business Center Lane Kissimmee, FL 34758 407.396.0529

#### Landscape Maintenance





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

From week to week, month to month, and year to year, there are hundreds of details that need to be coordinated for your landscape to looks its best. Assuring that none of those details are overlooked requires a professionally administered, integrated Landscape Maintenance program.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

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

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

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

# Irrigation Installation & Management





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

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

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

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

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

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

## Committed to Safety





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

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

#### Our Commitment to Safety includes:

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

# Environmental Stewardship





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

Our initiatives toward responsible environmental stewardship include:

**Integrated Pest Management**: IPM Programs use a combination of targeted management tools rather than broad blanket applications to create an environment free from pests and disease.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation

and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment. Our firm's EFI equipment purchases over the past 6 years have dramatically reduced greenhouse gas emissions over previously used carbuerated models.

Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

#### Our People. Your Partner.





At Yellowstone Landscape, we know that our people are what have made us the company we are today.

Our 2500 Full Time Landscape Professionals include industry veterans, many with more than 20 years of experience providing professional landscape services. We also recruit and hire some of the brightest young talent in the industry, recruited from the nation's finest colleges and university Horticulture and Agronomic programs.

We're proud that over 75% of our management staff hold advanced degrees and certifications related to their current position's responsibilities.

Our training programs reach far beyond our industry's Best Practices. We conduct ongoing Safety Training for our crews, to guarantee that they're working safely for you. Members of our management staff receive formal Customer Service Training, teaching them how to understand your expectations and communicate with you effectively and professionally.

We're proud of our people. We want you to be proud of your landscape service partner.

## Our Place in Our Industry



2021 RANK	COMPANY	2020 RANK	2020 REVENUE	HEADQUARTERS	EMPLOYEES	% CHANGE FROM 2019	% CHANGE EXPECTED % FOR 2021	DESIGN A BELATIONSHIP 72.40 MUCH ABOUT MULCH 76.50 PLUS: MORE OUT OF A MOWER 76.
	BrightView Landscapes	1	\$2,346,000,000	Blue Bell, Pa.	21,000	-3%	N/A	PLUS: MORE OUT OF A MOWER
	TruGreen	2	\$1,400,000,000	Memphis, Tenn.	13,570	1%	N/A	LAWITCA DINAGO MAY 2021
	The Davey Tree Expert Co.	3	\$1,287,552,000	Kent, Ohio	10,300	13%	5%	Leading hours of the Control of the
4	Yellowstone Landscape	5	\$358,000,000	Bunnell, Fla.	4,270	34%	10%	Sourcess media for Landscape contractors
	Bartlett Tree Experts	4	\$352,000,000	Stamford, Conn.	2,200	8%	7%	Designacapea: Capturing COVID layoffs
	Gothic Landscape	6	\$230,000,000	Valencia, Calif.	2,000	0%	9%	Mohan
	Outworx Group	*	\$225,191,000	Westbury, N.Y.	4,299	8%	12%	From prash to mageure
	Ruppert Landscape	7	\$213,165,000	Laytonsville, Md.	1,820	2%	18%	
	Weed Man	8	\$212,928,956	Orono, Ontario	3,559	14%	9%	
10	LandCare	10	\$208,000,000	Frederick, Md.	3,600	12%	15%	
11	Divisions Maintenance Group	*	\$184,961,302	Newport, Ky.	457	31%	8%	
12	HeartLand	14(t)	\$184,000,000	Kansas City, Mo.	2,100	19%	40	
13	SavATree	13	\$182,600,000	Bedford Hills, N.Y.	1,430	4%	6 cov	ID-19, ghapete
14(t)	Park West	11	\$180,000,000	Rancho Santa Margarita, Calif.	1,600	-3%	Telminary	ID-19, ghandful of new companies and other
14(t)	U.S. Lawns	12	\$180,000,000	Orlando, Fla.	2,400	N/A	Always learn	ning
16	Lawn Doctor	16	\$162,000,000	Holmdel, N.J.	2,000	13%	Above and be	Byond
							Make them stu	

Each year the lawn and landscape industry's leading trade publications rank the largest firms in lawn care, tree care, and landscaping services. Among the largest "green industry" companies in North America, Yellowstone Landscape is pleased to have been in the top 10 for each of the past four previous years.

We attribute our tremendous growth and staying power at the top of our industry to two very important groups of people. First, to the thousands of customers, and the properties and projects they allow us to create and maintain for them.

Second, to the more than four thousand Yellowstone Landscape Professionals who wear our uniform and take care of the valuable relationships we've built with our clients.

Without the trust of our customers or the dedication of our employees Yellowstone Landscape would not exist as it is today.

As we look forward to continued opportunities to serve new clients and to bring more talented individuals into our company, we vow to never lose sitght of the people who made us one of our industry's most successful and respected firms.

# Building Lasting Partnerships



































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

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

Because of our proactive approach, flexible scheduling to accommodate special events, and a relentless focus on communication, our clients choose continue their partnerships with us, year after year.

Our focus on building lasting relationships with the clients we serve, has led to many partnerships that have been established and grown over time. In fact many of these partnerships now span more than a decade of successful service. We believe that our

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

Yellowstone clients know that effectively managing their property's landscape is a lifetime commitment that requires careful coordination of services. That's why our approach to managing your property's landscape investment includes regular maintenance services, paired with detailed fertilization and pest management plans, to keep your property looking its best, while preserving the long-term health of your landscape.

Yellowstone Landscape is honored to serve each of our clients' properties and we look forward to continuing our tradition of award-winning service as we build new relationships with clients across the United States.

#### **Industry Recognition**





Our clients' properties have earned dozens of National Landscape Awards of Excellence, the highest honor given in the professional landscape industry. They've been recognized as some of the most outstanding commercial landscaping projects in the country. Below is a partial listing of our award-winning projects:

Rockstar BMX Park; Houston, Texas; 2020
Old Palm; Palm Beach Gardens, Florida; 2019
The Peninsula; Charlotte, North Carolina; 2019
Emory Johns Creek Hospital; Atlanta, GA; 2019
Del Webb Lake Oconee; Greensboro, Georgia; 2018
Mesa Del Sol; Albuquerque, New Mexico; 2018
Hermann Park; Houston, Texas; 2017
Walton Riverwood; Atlanta, Georgia; 2017
Swan and Dolphin Resort; Orlando, Florida; 2016
Cane Island Amenity Village; Houston, Texas; 2016

Tradition; Port St Lucie, Florida; 2015
Rob Fleming Park; The Woodlands, Texas; 2014
AAA Headquarters; Orlando, Florida; 2013
Technology Park Atlanta; Atlanta, Georgia; 2013
Boeing 787 Facility; Charleston, South Carolina; 2012
Waldorf Astoria Resort; Orlando, Florida; 2012
Grand Haven; Palm Coast, Florida; 2011
Fleming Island Plantation; Jacksonville, Florida; 2010
Hammock Beach Resort; Palm Coast, Florida; 2008
Reunion Resort & Club; Orlando, Florida; 2007

# Our Technology at Work for You





Technology in the landscape industry is rapidly evolving. Yellowstone Landscape is taking advantage of this innovation to improve our communication, tracking, and billing systems, allowing us to offer more efficient service visits and faster response times for our clients.

Over a decade ago, we began issuing **smart phones** to all our field service supervisors and technical specialists, but as new products have come to market, Yellowstone has continued to improve our technological capabilities.

All Yellowstone Landscape fleet vehicles are equipped with GPS tracking devices, enabling us to see where our vehicles are at any given time,

and how long our service crews spend at each property. GPS tracking also enables our Safety teams to make sure our drivers are obeying speed limits and traffic laws.

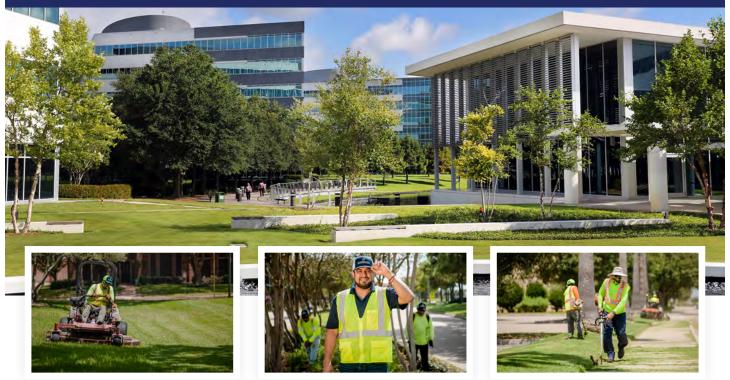
In addition to field level improvements, Yellowstone continues to lead the industry with real time reporting on costs and labor utilization, enabling us to produce monthly service billings at greater than 99% accuracy. We even integrate with most major accounting systems, to help you automate your procurement system's payment processes.

We will remain technological leaders in our industry and as technology improves, so will we.



# **Capabilities Statement**

#### Commercial Landscaping Services



#### **CORPORATE OVERVIEW**

Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies. Since then, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape maintenance, landscape design and installation, tree care, irrigation, and snow & ice management services.

As the landscape industry's largest privately held company, we are proud to serve more than three thousand client properties from over 50 local branch facilities, across the South, Southwest, and Midwest.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

#### **COMPANY DATA**

Business Entity Name: Yellowstone Landscape - Southeast LLC Headquarters Address: 3235 N State St, Bunnell, FL 32110

FEI/EIN Number: 20-2993503

Incorporation Date: 01.28.2008 (Delaware)

#### **SERVICES OFFERED**



Landscape Maintenance



Landscape Enhancements



Landscape Installation



Commercial Tree Care



Irrigation & Water Management



Snow & Ice Management



#### **Financial Stability**

Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established over a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 4000 clients from 45 local branch operations facilities across 12 states in the South, Southwest, and Midwest. In 2019 Yellowstone's growth reached a level that made us the largest, privately-owned landscape service company in North America.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded \$358,000,000 in 2020. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of \$50 million, with bonding capacity up to \$40 million.

As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Bank Reference Information: Kyle Blummer Antares Capital, L.P. Chicago, IL 60661 P: 312-638-4042

#### **Principal Officers**



Our Leadership Team is committed to making Yellowstone Landscape the premier commercial landscape service company in the United States. We bring that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.



Harry Lamberton was named President and CEO of Yellowstone Landscape in May of 2023, after joining Yellowstone in January of 2022 as President. As CEO, Harry leads and drives Yellowstone's strategy, continued growth, quality service, focus on safety, and maintaining a great place to work for all employees, applying expertise gained from over 20 years of leading environmental and sustainability businesses at Waste Management. Harry continues to be active in broadly supporting sustainability and the environment by serving on the Conference Board's Global Sustainability Centre's Advisory Board, the Board of Directors of the Sustainability Institute at the University of New Hampshire and the Board of Directors of Friends of the Chicago River. Harry holds a BA from the University of New Hampshire and an MBA from the Goizueta School of Business at Emory University.



Timothy (Timo) Sherman serves as Chief Financial Officer of Yellowstone Landscape with oversight over all Finance, Accounting, IT, and Procurement functions. He has led the financial analysis team since 2018, focusing on excellence in planning, forecasting, budgeting, analysis, acquisition planning, due diligence, closing and initial integration management, and any other areas requiring financial evaluation and insight. He first worked in landscaping as a construction project manager, then account manager and branch manager for Cornerstone Landscape, which was acquired by Yellowstone in 2012. Timo holds a BS from the Fisher School of Accounting at the University of Florida and an MBA from Jacksonville University and has experience in Staff and Cost Accounting.



Tim Portland has led Yellowstone Landscape to record safety, customer satisfaction, growth, and overall business performance since joining the company in 2012 as CEO. In May of 2023, he moved to Executive Chairman, where he is highly active and engaged within the company and supporting the company's executive leadership. Prior to joining Yellowstone, Tim was the CEO of United Subcontractors, a leading installer of building products. Over a ten-year period, he was the President of several divisions of Scotts Miracle-Gro, including the Ortho and Roundup brands, Scotts LawnService, and Scott's International Professional business. Tim holds an MBA from the University of Virginia's Darden Business School and an undergraduate degree from Dartmouth College.



Jim Herth became Yellowstone Landscape's Vice President of Business Development in 2014, after joining the company in 2011 as a Branch Manager. "Coach" Jim is responsible for Yellowstone's industry-leading sales team, a critical component of Yellowstone's superior growth and track record with customers. A twenty-five-year industry veteran with a track record of managing multiple branches, delighting customers, and delivering profitable growth, Jim is a licensed Arborist and holds a Bachelor's degree from Siena Heights University.



# Brian Wester, Regional Vice President



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

#### **Education**

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

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

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

#### Relevant Experience

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

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

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

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



## Pete Wittman, Branch Manager



As the branch manager of our Orlando-South branch, Pete is responsible for overseeing the location's current and upcoming projects. He coordinates operations, which includes personnel, equipment, safety regulations, plant material and other resources. He works with each project to maintain the highest quality landscape and ensures team delivers a high level of customer service and engagement.

Pete brings his extensive horticultural education and years of green industry experience to the Orlando-South location of Yellowstone Landscape.

#### Education

# *Pennsylvania State University, State College, PA*Bachelor of Sciences – Landscape Contracting, School of Agriculture

#### Relevant Experience

*Regional Sales Manager,* Yellowstone Landscape – Austin, TX 2020 – May of 2022

Responsible for managing Yellowstone Landscape's sales team across Arizona, Nevada, New Mexico, and Texas. Provided sales leadership for 30+ Business Development Managers within their assigned territories to ensure they were growing their local branches and meeting or exceeding their budgeted growth. Other duties include client relations, marketing, staff evaluation and development, estimating, and contract administration.

**Business Development Manager,** Yellowstone Landscape – Orlando, FL 2016 – November of 2020

Responsible for developing and maintaining new and existing relationships in the Central Florida Market. Responsible for meeting or exceeding annual growth goals for local branches. Other duties include networking, estimating, proposal development, CRM management, training/development of Yellowstone employees, and landscape site assessments with customers.

*Senior Account Manager*, Valleycrest/Brightview Landscape- Orlando, FL 2010-2016

Arranges, schedules, and directs daily landscape services, ensures peak efficiency of each project, ensures delivery of high-quality projects and services to clients, establishes long-term relationships with clients, identifies opportunities to enhance client properties, conducts field-safety training and encourages safety procedures, conducts ongoing operation training, and maintains regular communications with clients.



# Elisamuel Flores Account Manager



As an Account Manager, Flores is responsible for coordinating, implementing, and maintaining landscaping operations. Flores also plans and manages installation projects, ensuring that clients are always kept informed about the project's status. Due to his extensive background in landscape maintenance, Flores is knowledgeable in irrigation maintenance, turf and shrub fertilization, and turf and shrub pest control.

#### Skills & Abilities

Best Management Practices (Florida Green Industries), Landscape Design & Installation, Landscape Maintenance Plans, Nutrient Application, Pest Management, Irrigation Systems, Troubleshooting, Communication, Client Relations, Project Management, and Leadership

#### Relevant Experience

Account Manager, Yellowstone Landscape- Kissimmee, FL 2017-current

Planning and scheduling field operations, manage mow and detail crews, communicating with clients, selling enhancement services, assisting in training and employee development, ensuring a safe work environment for employees. Property experience in homeowner associations, resorts, apartments, commercial, and governmental.

*Production Manager*, BrightView– Orlando, FL 2010-2016

Supervised landscaping crews to ensure all duties are performed safely and efficiently, assigned tasks to crew members, and oversaw quality control.

Account Manager, PROScape, Inc.- Orlando, FL

2000-2010

Planning and scheduling field operations, manage mow and detail crews, communicating with clients, selling enhancement services, assisting in training and employee development, ensuring a safe work environment for employees. Property experience in homeowner associations, resorts, apartments, commercial, and governmental.



# Gary Price, Irrigation Manager



As the irrigation manager of our Orlando-South branch, Gary is responsible for overseeing the location's current irrigation technician staff. Gary coordinates with the branch manager and account managers to schedule all irrigation inspections for the branch's properties.

# Training & Certifications

University of Florida Center for Training Research and Education: Back Flow Prevention Certification, 2-Wire System Installation and Troubleshooting, Irrigation Systems Design, Low-Voltage Lighting Design, Installation, and Repair, Cla-Val Troubleshooting Repair and Adjustments, PSI Pumping Systems, FieldNET Repair and Adjustments, Hydraulics for Pumping Systems, Repair, and Adjustments, Toro Central Control Network LTC, Osmac, Rain Bird Maxicom, and 2-Wire System, Hunter & Rain Bird Installation and Troubleshooting

#### **Relevant Experience**

*Irrigation Manager*, Yellowstone Landscape – Kissimmee, FL 2020 - present

Responsible for training and scheduling of irrigation maintenance personnel, scheduling of service and repairs of irrigation equipment, and managing irrigation supply inventory, supporting irrigation team by assisting with monthly irrigation inspections at properties, submitting proposals for irrigation repairs, and resolving emergency irrigation issues.

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

Responsible for training and scheduling of irrigation maintenance personnel, scheduling of service and repairs of irrigation equipment, and managing irrigation supply inventory.

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

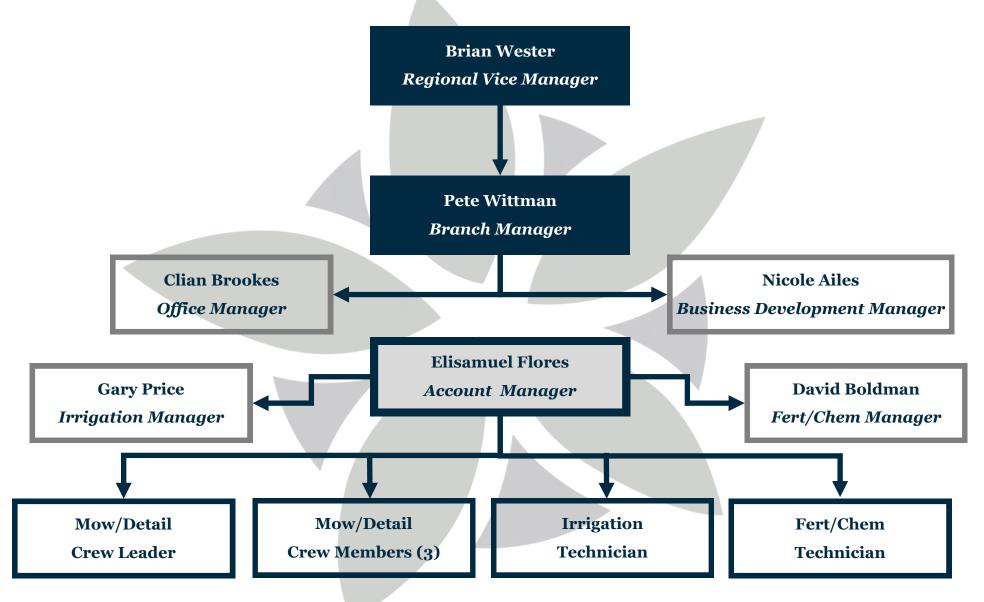
Responsible for monthly irrigation inspections at all properties, submitting proposals for irrigation repairs, and resolving emergency irrigation issues.



# Rudy Briscoe, Fert/Chem Manager

Professional Summary	As a Fert/Chem Manager for Yellowstone Landscape, Rudy is responsible for scheduling applications according to contract specifications, using the latest technologies and materials to ensure insects, diseases, and the health of the plant or turf material is at its highest quality.
Education and Certifications	Licensed Spray Technician
Relevant Experience	Fert/Chem Manager, Yellowstone Landscape – Kissimmee, FL 2018-present Coordinating with the branch manager to schedule and execute all fertilization and pest control applications. Organize reports for all applications. Assist other technicians with services.  Spray Technician, ChampionsGate Golf Club- Davenport, FL 2015-2018 Responsible for planning and executing the turf applications.  Spray Technician, Reunion Resort Golf Courses- Kissimmee, FL 2003-2015 Member of the onsite crew while golf courses were being constructed. Became the spray technician once the courses opened. Responsible for planning and executing the turf applications.

#### Live Oak Lake CDD







#### BRUCE VICKERS, TAX COLLECTOR

EXPIRATION
SEPTEMBER 30, 2024

Kissimmee, FL 34758

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.

112799

2024

BUSINESS TYPE: 6340 IRRIGATION CONTR (BLDG DEPT)

NOTY OSCEO

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

SCC131151484 (Jared Allan Berryman)

07/20/2023 Oper N/A Till Internet Paid 0.00 Rcpt.#022930

PENALTY
COLLECTION COST

119295

TRANSFER

AMOUNT

TOTAL

**ORIGINAL TAX** 

0.00 0.00 0.00

0.00

0.00

0.00

Location: OSCEOLA COUNTY

Buce E. Vichera

BRUCE VICKERS CFC, TAX COLLECTOR P.O. BOX 422105, KISSIMMEE FL 34742-2105 407-742-4000

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

# THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA AND OSCEOLA COUNTY ORDINANCE 95-10, AS AMENDED

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to State Law, all Local Business Tax Receipts shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax Receipt for the delinquent establishment. A 25% penalty shall be imposed on any person engaged in any new business, occupation or profession without first obtaining an Osceola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to \$250.

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

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

#### BRUCE VICKERS, TAX COLLECTOR

EXPIRATION
SEPTEMBER 30, 2024

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

112799

0.00

0.00

0.00

2024

BUSINESS TYPE: 6190 HANDYMAN/CARPENTER"SUB CONTRACTOR ONLY"(BLDG DEPT)

Oper N/A
Till Internet
Paid 0.00
Rcpt.#022930

07/20/2023

117589
TRANSFER O.00
ORIGINAL TAX O.00
AMOUNT 0.00

BUSINESS:

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

Location: OSCEOLA COUNTY

SCEOLA C

PENALTY

TOTAL

**COLLECTION CO** 

CEOLA COUNTY

BRUCE VICKERS CFC, TAX COLLECTOR P.O. BOX 422105, KISSIMMEE FL 34742-2105 407-742-4000

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#### BRUCE VICKERS, TAX COLLECTOR

**EXPIRATION** SEPTEMBER 30, 2024 OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO

112799

**BUSINESS TYPE:** 4190 LAWN CARE/LANDSCAP 07/20/2023 Oper N/A Till Internet Paid 30.00 Rcpt.#022930

4190-81855 TRANSFER 0.00 **ORIGINAL TAX** 30.00 **AMOUNT** 0.00

PENALTY 0.00 **COLLECTION COS** 0.00 TOTAL 30.00

Location: **OSCEOLA COUNTY** 

**BUSINESS:** 

**Contact: Dolores Mew** 

Kissimmee, FL 34758

1773 Business Center Ln.

GV35255-1

Yellowstone Landscape-Southeast, LL

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

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

Date **January 20, 2023** 

File No. **LF197087** 

Expires

August 7, 2024

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 7, 2024

DAVID BOLDMAN 3311 BUTTONWOOD AVE DELTONA, FL 32738



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

DAVID BOLDMAN LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF197087

Cut

here

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING  $\bf August~7, 2024$ 



WILTON SIMPSON COMMISSIONER

Signature

Wallet Card Wallet Card - Fold Here

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







# The International Society of Arboriculture

Hereby Announces That

Kyle Jordan Stoudenmire

Has Earned the Credential

#### ISA Certified Arborist ®

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

Caitlyn Pollihan
CEO & Executive Director

5 May 2018

30 June 2024

FL-9365A

Issue Date

**Expiration Date** 

Certification Number



#0847 ISA Certified Arborist



# **Certificate of Completion**

#### **NICOLE AILES**

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

06/12/2024 110 Michael T. Hernandez 62851

Date Expires FDOT Provider # Instructor Certificate #



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



www.motadmin.com

# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

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

#### STOUDENMIRE, KYLE

YELLOWSTONE LANDSCAPE 3235 NORTH STATE STREET BUNNELL FL 32110

**LICENSE NUMBER: SCC131152501** 

**EXPIRATION DATE: AUGUST 31, 2024** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



GV36348-1

Certificate #

GV36348

Trainee ID#



# Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

# Michael H. Wilding

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

ame

Issuer

**FNGLA** 

Instructor

5/31/2015

Date of Class

They sunto

Program Administrator

Not valid without seal

#### Sample Certificate of Insurance



ACORD
THIS CERTIFICATE IS ISSUED A CERTIFICATE DOES NOT AFFIR BELOW. THIS CERTIFICATE O REPRESENTATIVE OR PRODUCE
IMPORTANT: If the certificate he if SUBROGATION IS WAIVED, so this certificate does not confer ri
PRODUCER Lockton Companies 3280 Peachtree Road NE.

#### CERTIFICATE OF LIABILITY INSURANCE

4/1/2024

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies	CONTACT NAME:					
	3280 Peachtree Road NE, Suite #250	PHONE FAX: (A/C, No. Ext): (A/C, No.):					
	Atlanta GA 30305 (404) 460-3600	E-MAIL ADDRESS:					
	(404) 400-3000	INSURER(S) AFFORDING COVERAGE					
		INSURER A : Safety National Casualty Corporation					
INSURED 1472881	Yellowstone Landscape, Inc. and all Subsidiaries	INSURER B : ACE Property and Casualty Insurance Company	20699				
	See Attached List	INSURER C :					
	3235 N State Street	INSURER D :					
	P.O. Box 849 Bunnell FL 32110	INSURER E :					
	Dunnen FL 32110	INSURER F:					

COVERAGES Main NI COI'S CERTIFICATE NUMBER: 18388417 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR			SUBR	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Á	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	Y	GL6676218	4/1/2023	.4/1/2024	EACH OCCUPRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 300,000
	X Pesticide&Herbicide X SIR \$250,000  GENT AGGREGATE LIMIT APPLIES PER: POLICY X PRO- X LOG						MED EXP (Any one person)	s 10,000
							PERSONAL & ADV INJURY	s 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMPJOP AGG	s 4,000,000
-	OTHER:							2
A	AUTOMOBILE LIABILITY  X ANY AUTO OWNED OUTOS ONLY X HIRED XIVE X NON-OWNED		N	CA6676217	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
П							BODILY INJURY (Per person)	5 XXXXXXX
							BODILY INJURY (Per accident) PROPERTY DAMAGE	5 XXXXXXX 5 XXXXXXX
	AUTOS ONLY AUTOS ONLY						(Per accident)	5 XXXXXXX
В	X UMBRELLA LIAB X DOCUR	Y	N	N XOOG72569647 002	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED RETENTION'S							s XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	LDS4066360	4/1/2023	4/1/2024	X PER OTH-	Second
	AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTICR/EXECUTIVE OFFICER/MEMBER EXCLUDEO? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	E L EACH ACCIDENT	\$ 1,000,000
110							E.L. DISEASE - EA EMPLOYEE	s 1,000,000
							EL DISEASE POLICY LIMIT	s 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holders are included as Additional Insured and Umbrella Liability with respect to General Liability, as per written contract, subject to terms, conditions and exclusions of policy. Waiver of Subrogation applies in favor of additional insured as required by written contract as respect to Workers Compensation, subject to terms, conditions and exclusions where applicable by state law.

CERTIFICATE HOLDER	CANCELLATION See Attachments			
EXAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
	AUTHORIZED REPRESENTATIVE			

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#### Sample Certificate of Insurance



Attachment Code: D613185 Master ID: 1472881, Certificate ID: 18923263

#### List of Named Insureds:

Yellowstone Parent Holdings, LP Elk Intermediate Company I, Inc. Elk Intermediate Company II, Inc. Elk Buyer, Inc. YLG Holdings, Inc. Yellowstone Intermediate Holdings, Inc. Yellowstone Landscape, Inc. Yellowstone Landscape - Southeast ALSW, LLC Leaderscape, LLC Florida Landscape Consultants, LLC Southeast Landscape Management Company, LLC YLA - Midwest, LLC Crawford Landscape Group, LLC Acres Maintenance, LLC Hayden Landscaping & Maintenance, LLC Green-Up Landscape, LLC Acres Enterprises, LLC Yellowstone Landscape - Central, Inc. BLSW LLC YLCSW, LLC Texas Services, LLC Native Land Design, LLC LUSA Austin, LLC Ecoscape Solutions Group LLC ELSW, LLC KCS Landscape Management, LLC Heads Up Landscape, LLC Yellowstone Landscape West, LLC SLM Holdings , LLC Somerset Landscape LLC Park Landscape LLC Greener Pastures Landscaping LLC Boren's Grass Groomers, LLC Premier Sports Fields, LLC Duke's Grounds Maintenance, LLC Landscape Management Professionals, LLC RKLT Properties, LLC DBA Arizona's Best Landscape Management Arizona's Best Landscape Management

O'Donnell's Landscape Services, LLC O'Donnell's Landscape Services, Inc

# Statement of Corporate Stability



Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established nearly a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 3000 clients from 30 local branch operations facilities across 8 states in the South and Southwest. This makes us one of the largest commercial landscaping companies in the United States.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose financial statements, however, we can confirm that our firm's annual revenue exceeded \$174,000,000 in 2017. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. As a part of the investment portfolio of CIVC Partners, a private equity firm based in Chicago, Illinois, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Bank Reference Information: Kyle Blummer Antares Capital, L.P. Chicago, IL 60661 P: 312.638.4042



## EXPERIENCE & REFERENCES



# Services for Public Sector Clients





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

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

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

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

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

# Creative Village for The City of Orlando





Orlando, FL

## CLIENT

The City of Orlando

### PROPERTY TYPE

Mixed Use Development

## SERVICES PROVIDED

Landscape Design
Landscape Enhancement
Landscape Maintenance

Creative Village is an Innovation District comprised of 68-acres of land owned by the City of Orlando. The City's goal for the project is to capitalize on the region's recent growth as a technology center, and is currently anchored by new construction for Electronic Arts, Valencia College, and the University of Central Florida.

Creative Village's Phase I development was completed in 2022, representing an approximately \$700 milion investment in the area as the future hub of creativity and learning in downtown Orlando.

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

Yellowstone Landscape was awarded the initial landscape maintenance and grounds services agreement for Creative Village, largely due to the developer's desire to see the area's landscape maintained at a resort-level quality with high attention to detail.

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# **Cumberland Community Improvement District**





## LOCATION Atlanta, Georgia

## CLIENT

Cumberland Community Improvement District

## PROPERTY TYPE

Community Improvement

### SERVICES PROVIDED

Landscape Design Landscape Enhancement

## The Cumberland Community Improvement District, is a

public-private assessment district in northwest Atlanta and was the first such entity created in the state, in 1988. Since then, the CID has existed to enhance, support, and protect the significant commercial interests of businesses in the area.

Yellowstone Landscape was honored to have been selected as the landscape contractor for one of the CID's recent landscape enhancement and beautification projects along US Highway 41, known locally as Cobb Parkway.

Yellowstone installed flowers, trees, ground covers, and other plant materials along the roadways and trails to help soften the appearance and beautify this important corridor in Cobb County's central business district.

# The City of New Smyrna Beach





#### LOCATION

New Smyrna Beach, Florida

## CLIENT

The City of New Smyrna Beach

### PROPERTY TYPE

Local Government

## SERVICES PROVIDED

Landscape Design Landscape Enhancement Landscape Maintenance

## When The City of New Smyrna

**Beach** launched an initiative to promote more tourism to the city, it also requested solicitations from the area's professional landscape firms to improve and maintain the appearance of city rights of way, including major state and county highways.

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

Included in the contract, The City of New Smyrna Beach identified a total of 8 separate areas, including a 2.2 mile, paved multi-use trail, and specified unique maintenance standards for each area, placing special emphasis on the City's gateway areas located just off of the I-95 exit ramps and a major intersection leading to the city's business district.

Since the initial award, Yellowstone Landscape's quality of work has led the city to award additional areas, including the city's highly visible downtown corridor and retail districts.

# The City of Ormond Beach





## LOCATION Ormond Beach, Florida

CLIENT

The City of Ormond Beach

### PROPERTY TYPE

Local Government

## SERVICES PROVIDED

Landscape Design Landscape Enhancement Landscape Maintenance

## $\textbf{\textit{The City of Ormond Beach}}, nicknamed$

"The Birthplace of Speed", is an upscale community located just north of Daytona Beach, Florida, and home to approximately 40,000 residents.

In 2012, multiple landscape service contracts were consolidated into one partner agreement with Yellowstone Landscape, resulting in a more uniform appearance across the city's facilities, parks, and rights of way. High profile areas, most frequented by the city's residents, are detailed each week to maintain their desired

appearance during the community's active events schedule.

Services also includes irrigation system maintenance and repairs, trash and debris removal at parks and city facilities, maintenance of more than 50 manicured medians, and athletic field maintenance of the city's sports field complexes.

In 2016, the city's landscape was recognized by FNGLA, Florida's state landscaping trade association, with a Landscape Award of Excellence.

## Reunion Resort & Club





## LOCATION

Orlando, Florida

## CLIENT

Salamander Hotels & Resorts, GMS, Aegis Community Management

## PROPERTY TYPE

**Resort Community** 

### SERVICES PROVIDED

Landscape Design Landscape Installation Landscape Maintenance **Reunion Resort & Club** is a 2,300-acre master-planned resort community located in Orlando, Florida.

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

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

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

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

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



## References

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name: Reunion East and Reunion West CDDs

Client Since: 2008

Services Provided: Landscape Design & Installation, Landscape Maintenance

Client Contact Information: Alan Scheerer, Field Operations Manager

407.398.2890

ascheerer@gmscfl.com

Project Name: Stevens Plantation CDD

Client Since: 2015

Services Provided: Landscape Design & Installation, Landscape Maintenance

Client Contact Information: Gabriel Mena, Area Field Manager

313 Campus Street, Celebration, FL 34747

754.399.8440

Gabriel.mena@inframark.com

Project Name: Hills of Minneola CDD

Client Since: 2022

Services Provided: Landscape Design & Installation, Landscape Maintenance

Client Contact Information: Mark Hills, Property Manager

811 Mabbette Street, Kissimmee, FL 34741

407.847.2280

info@myhoasolution.com











## Summary of Observations

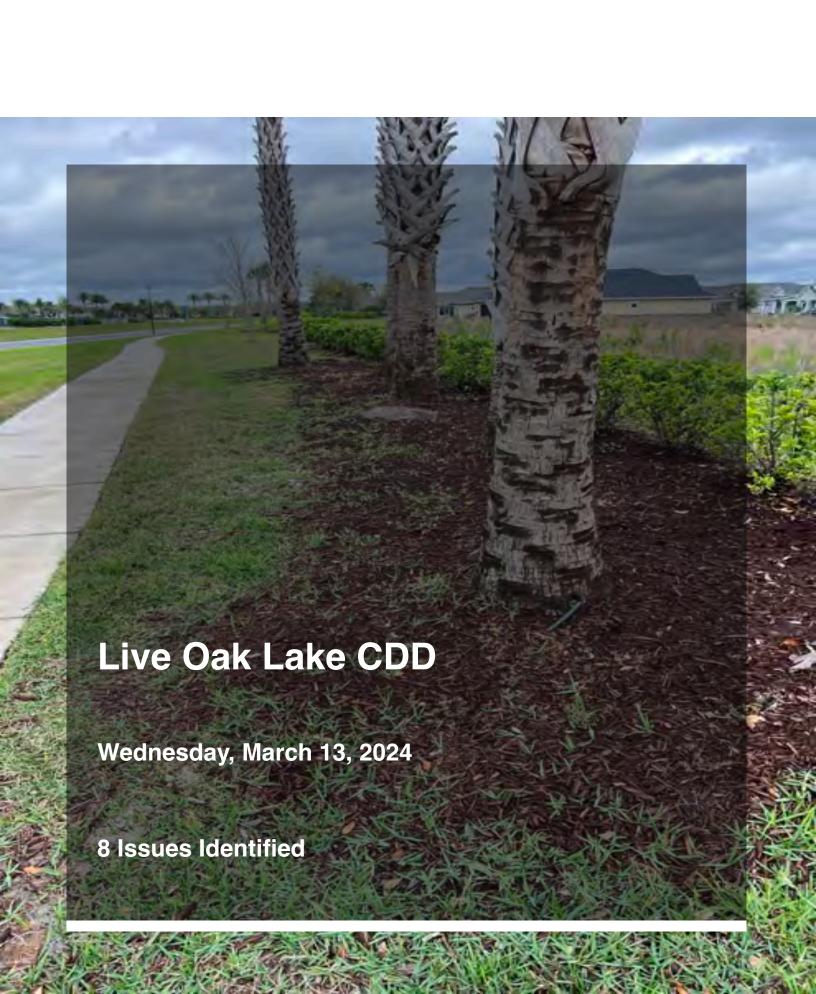
To Live Oak Lake CDD Board,

I want to thank you for taking the time to go through this and thank you again for the opportunity. We understand your needs and we want to address some concerns in the photos listed below.

The following is a summary of our initial observations about the current condition of your landscape. In these pages, we've identified and documented the issues that we've observed in your landscape and noted some of the immediate opportunities for improvement and action steps that we would undertake, should we be awarded the opportunity to become your property's landscape maintenance partner.









Excessive Weeds In Landscape Beds. Spray & Hand Pull Weeds And Soft Edge Bedlines



Excessive Weeds In Tree Rings. Spray & Hand Pull Weeds And Re-define Tree Rings



Damaged And Declining Turf Along Blvd. Check For Proper Irrigation Coverage And Treat For Weeds And Pests. Recommend Replacing Turf Areas Beyond Reclamation.



Weed Pressure. Spray And Hand Pull Weeds Along Sidewalks



Excessive Weeds In Landscape Beds. Spray & Hand Pull Weeds And Soft Edge Bedlines



Straighten And Re-strap Live Oak Along Blvd.



Excessive Weeds In Landscape Beds. Spray & Hand Pull Weeds



Damaged And Declining Turf Along Blvd. Check For Proper Irrigation Coverage And Treat For Weeds And Pests. Recommend Replacing Turf Areas Beyond Reclamation.



## Startup Plan – Live Oak Lake CDD

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving We've divided the tasks over the first 30, 60, and 90 days of service in order to provide you with a tool to monitor and measure our team's performance as we begin our partnership as your landscape maintenance service partner.

## First 30 Days

- o Complete an irrigation audit of the entire system
- o Present irrigation deficiencies with plan for corrections
- o Begin maintenance mowing, blowing, and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds, and redefining landscape bed-lines)
- o Spot treat weeds in turf areas to be reclaimed
- Continue weed control in planting beds
- Apply fertilizer to struggling shrubs on the property
- o Begin insect and disease program on all plant material
- o Perform first turf fertilizer application
- Walk Property with Property Manager to identify other areas of concern

## Days 31-60

- Walk property with Property Manager to evaluate improvements
- o Evaluate our "Approach to Services" and make any necessary adjustments
- Continue irrigation maintenance and inspections
- o Continue routine maintenance mowing, blowing, and edging
- o Retreat turf weeds
- o Continue herbicide applications throughout property for weed control in landscape beds
- o Monitor and treat insect and disease problems in plant material throughout property
- o Discuss options to improve "curb appeal" in high profile areas

## Days 61-90

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





407.396.0529 tel 407.396.2023 fax

1773 Business Center Lane Kissimmee, FL 34758

www.yellowstonelandscape.com

March 4, 2024

Jarett Wright, Field Manager 219 E. Livingston Street Orlando, FL 32801 407-841-5524

Re: Approach to Landscape Maintenance Services for Live Oak Lake CDD

Dear Mr. Wright and Board,

In the following document we will break down our landscape approach to services for Live Oak Lake CDD. We want you to understand how our crews work, who is responsible for what within our company, and how we will service the areas identified within the RFP. Yellowstone Landscape's extensive experience in production planning allows our teams to develop a program that will ensure that all tasks outlined in the RFP will be performed timely and consistently. All the tasks and teams will be managed by our account manager who will be your main point of contact within Yellowstone Landscape. This account manager will make sure outstanding quality and customer service are delivered.

### Project Approach Breakdown

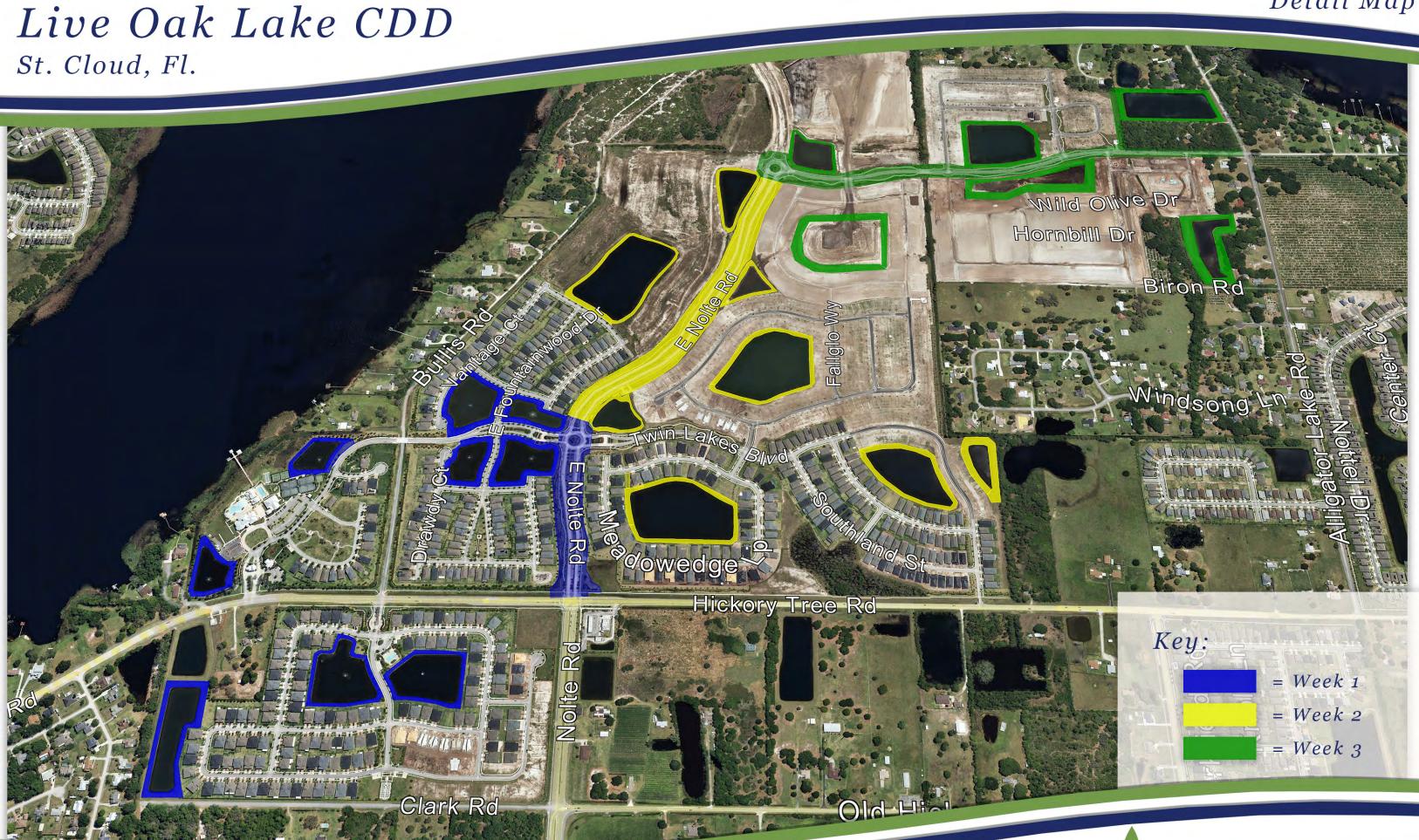
- a. Mow/detail team During the growing season, a team of 4 crew members will on onsite 3 days per week, to service Live Oak Lake CDD. Crew size could vary to balance workload depending on the season and status of installation for future areas. At the end of the day, we are a qualitybased company and will always do what is right to create a successful partnership with your team.
  - i. Mowing (St. Augustine & Irrigated Bahia- 42x/year, Unirrigated Bahia- 32x/year)
    - 1. Mowing, edging, string trimming, and blowing off all turf and hardscape areas.
      - a. 60" and 72" riding mowers will be utilized to perform mowing functions.
      - b. String trimming of all signs, obstacles, and pond banks where mowers cannot access will be done on each visit when needed.
      - c. Litter removal
  - ii. Detail/Pruning/Weed Control (18x/year)
    - 1. Hand-pruning and shearing
    - 2. Hand-pulling of weeds
    - 3. Non-selective weed control with Round-Up
      - a. All our account managers, crew leaders, and crew leads have spray licenses.
    - 4. Blowing off property after trimming
    - 5. Litter removal
    - 6. Ornamental grasses to be cut-back 1x/year.
- b. Tree & Palm Tree Trimming
  - i. All trees and palms under 15' will be pruned during the monthly detail rotations.

- ii. Date and washingtonia palms will be pruned twice per year. Trees and all other palms over 15' will be pruned once per year.
- iii. A separate arbor crew will be utilized to trim all palms over 15'.
- iv. Crape Myrtles will be lightly pruned once per year.
- c. Fertilization Services (Turf- 4x/year, Shrubs- 3x/year)
  - i. All applications will be applied by a certified technician and monthly reports will be supplied after completion.
  - ii. All turf, shrubs, trees, and palms will be treated during the months outlined in RFP scope of work.
  - iii. Turf and shrubs will be monitored for any disease or insect issues and will be treated accordingly.
  - iv. An Integrated Pest Management program will be always followed.
- d. Irrigation System Maintenance (12x/year)
  - i. Locations will be inspected monthly by a trained irrigation professional. ¼ of the irrigation system will be inspected each week.
  - ii. Inspections will include locating broken and damaged parts and valves, testing clocks, adjusting programs, adjusting pop-up and rotors for water coverage, and cutting around pop-ups that are restricted due to grass covering them.
  - iii. Client will be informed of all large irrigation breaks and repairs.
- e. Mulching (2x/year, when approved by Client)
  - i. Mulch will be installed in all landscape beds areas and tree rings.
- f. Account Manager
  - i. Full-time manager who will supervise and oversee all aspects of maintenance by our crew members.
  - ii. Main point of contact
  - iii. Will communicate any issues with the property and any scheduling conflicts.
    - We are utilizing a tool called Site Audit which we can take pictures, make notes, and assign tasks to specific people within our company. It has been a highly effective tool and our customers are raving how much this improves communication and takes a pro-active approach.
    - 2. Account managers meet weekly with our branch manager to go over scheduling and adjustments that may be needed. We work together as a team to make sure our customers receive the best service and that our crews stay on task.
  - iv. Will provide weekly checklist of maintenance activities completed.

Please let us know if you have any questions about our scope of services or landscape approach. We are very excited about the potential opportunity!

Sincerely,

Pete Wittman Branch Manager Yellowstone Landscape pwittman@yellowstonelandscape.com 407-319-8298







## PRICING SUMMARIES



## Live Oak Lake CDD Landscape Fee Summary

Contractor:	Property:	Live Oak Lake CDD
-------------	-----------	-------------------

Address: Address: 219 E. Livingston St.

Orlando, Florida, 32801

Phone: Phone: 407-750-3599

Fax:

Contact: Contact: JWright@gmscfl.com

Email: Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	TOTAL
GENERAL SERVICES													
(Schedule A) -													\$0
Mowing/Detailing													
TURF CARE													
(Schedule B)													\$0
Bahia/St Augustine Fert													
TREE/SHRUB CARE													
(Schedule C)													\$0
Tree/Shrub Fert													
BED DRESSING - Estimate mulch yds													
(Schedule E - B.)													\$0
Per Yard Pricing:					Mulch Yds						Mulch Yds		
PALM TRIMMING													\$0
(Schedule E - C.) Per Palm Price:													

ANNUAL CHANGES - None at this time													
(Schedule E - A. )													\$0
Per Annual Pricing:													_
IRRIGATION MAINT.													
(Schedule D)													\$0
TOTAL FEE PER MONTH:	\$0	<b>\$</b> 0	<b>\$</b> 0	\$0	<b>\$</b> 0	\$0	\$0	<b>\$</b> 0	\$0	\$0	\$0	\$0	\$0
Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

	60
Mowing/Detailing/Irrigation/Fert and Pest	<b>\$0</b>

Extra Services	\$0
Annual Changes, Palm Pruning, Mulch	ΨU

TOTAL	
	\$0.00

- 1. Please fill in the Contractor information at the top left portion of the page.
- 2. General Services Fill in each month with the dollars to perform this portion of the Scope of Work. Do not use averaged dollar amounts.
- 3. Turf Care Fill in the dollar amount to perform the services each month as outlined in the Scope of Work .
- 4. Tree/Shrub Care Fill in the dollar amount to perform the services each month as outlined in the Scope of Work.
- 5. Bedding Plants Fill in the quantity of plants to be installed each rotation if not already listed, then fill in the dollar amount to purchase and install that quantity in the months specified in the Scope of Work. Also insert the number of plants installed in each rotation below the dollar amounts in the months they are to be installed.

V. PROPOSAL FORMS

- 6. Bed Dressing Fill in the quantity of Bed Dressing that is recommended to be installed (if quantity not already listed or Provided) then fill in the dollar amount to purchase and install that quantity in the month specified in the Scope of Work. Please include a per yard price. Twice per year in May and Nov.
- 7. Palm Trimming Count and Fill in the quantity of each palm variety that will be pruned if not already listed, then fill in the dollar amount to trim each variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be pruned that month.
- 8. Irrigation Maintenance Fill in the dollar amount to perform each services as outlined in the Scope of work. Fill in zone count if known (not required)

V. PROPOSAL FORMS

## SECTION D

## SECTION 1

## **LIVE OAK LAKE**

## COMMUNITY DEVELOPMENT DISTRICT

## Check Run Summary

December 6, 2023

## **GENERAL FUND**

Date	Check Numbers	Amount
8/11/2023	408-410	\$12,395.70
8/16/2023	411-415	\$33,263.04
9/15/2023	416-423	\$37,203.26
9/21/2023	424-425	\$13,129.25
10/16/2023	426-436	\$58,252.31
10/27/2023	437-442	\$62,102.31
11/16/2023	443-450	\$36,125.29
11/29/2023	451-456	\$6,745.24
12/15/2023	457-469	\$938,810.81
1/10/2024	470-481	\$202,243.03
Total		\$1,400,270.24

## **IMPACT FEE FUND**

<u>Date</u>	<u>Check Numbers</u>	<u>Amount</u>
11/14/2022	9	\$511,533.44
4/14/2023	10-11	\$22,359.00
7/11/2023	12	\$132,059.40
1/11/2024	13	\$51,938.75
Total		\$717,890.59

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/24 PAGE 13 LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK
8/11/23 00035	7/13/23 02232634 202307 320-53800-	43000	*	43.92	
	SERVICE THRU 07/11/2023  7/19/23 62619-07 202307 320-53800- SERVICE THRU 07/13/2023	ORLANDO UTILITIES COMMISSION			43.92 000408
8/11/23 00037	7/19/23 62619-07 202307 320-53800-	43100	*	7,426.69	
	SERVICE THRU 07/13/2023	TOHO WATER AUTHORITY			7,426.69 000409
8/11/23 00037		43100	*	4,925.09	
	SERVICE THRU 07/13/2023	TOHO WATER AUTHORITY			4,925.09 000410
8/16/23 00010	8/01/23 86560356 202308 310-51300-	42000	*	9.78	
	DELIVERIES THRU 08/01/23 8/08/23 82175373 202308 310-51300-	42000	*	43.11	
	DELIVRIES THRU 08/08/2023				52.89 000411
8/16/23 00001		46000	*	431.71	
	MAY/JUNE 23 GENERAL MAINT 8/01/23 70 202308 310-51300-	34000	*	3,062.50	
	JULY 23 MGMT FEES 8/01/23 70 202308 310-51300-	31300	*	416.67	
	8/01/23 70 202308 310-51300-		*	.24	
	OFFICE SUPPLIES 8/01/23 70 202308 310-51300-		*	4.80	
	POSTAGE 8/01/23 71 202308 320-53800-	34000	*	1,250.00	
	AUG 23 FIELD MGMT FEES	GMS-CENTRAL FLORIDA, LLC			5,165.92 000412
8/16/23 00030	8/01/23 27717-79 202308 320-53800-	35000	*	500.00	
	AUG 23 IRR MGMT FEES	IRRIGATION MANAGEMENT CONSULT	ING		500.00 000413
8/16/23 00024	7/28/23 224423 202307 320-53800-	46205	*	660.00	
	8/01/23 225472 202308 320-53800-	46200	*	21,927.93	
	AUG 23 LANDSCAPE MAINT.	JUNIPER LANDSCAPING OF FLORIDA	A, LLC		22,587.93 000414
8/16/23 00032	8/01/23 PSI-9860 202308 320-53800-			2,682.30	
	AUG 23 AQUATIC MAINT. 8/01/23 PSI00251 202308 320-53800- AUG 23 AQUATIC MAINT.	46800	*	1,474.00	

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/24 PAGE 14 LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	8/01/23 PSI00266 202308 320-53800-		*	800.00	
	AUG 23 FOUNTAIN MAINT.	SOLITUDE LAKE MANAGEMENT			4,956.30 000415
9/15/23 00036	9/06/23 L02250 202308 320-53800-	46801	*	997.00	
	SVCS-08/23	CLARKE ENVIRONMENTAL MOSQUITO			997.00 000416
9/15/23 00006	8/21/23 2321609 202307 320-53800-	CLARKE ENVIRONMENTAL MOSQUITO	*	1,600.00	
	SVCS THRU 07/28/23	DEWBERRY ENGINEERS INC.			1,600.00 000417
9/15/23 00007	8/31/23 19272 202308 320-53800-	45000	*	327.00	
	PACKAGE-ADDED PROPERTY	EGIS INSURANCE ADVISORS, LLC			327.00 000418
9/15/23 00010		EGIS INSURANCE ADVISORS, LLC	*	39.59	
	DELIVERIES THRU 07/14/23 8/15/23 82238677 202308 310-51300-	42000	*	35.40	
	DELIVERIES THRU 08/05/23 8/22/23 82320413 202308 310-51300-	42000	*	56.56	
	DELIVERIES THRU 08/16/23 8/29/23 96577715 202307 310-51300-	42000	*	2.82	
	SVCS-07/23	FEDEX			134.37 000419
9/15/23 00001	9/01/23 73 202309 310-51300-	34000	*	3,062.50	
	MGMT FEES-09/23 9/01/23 73 202309 310-51300-		*	416.67	
	DISSEMINATION AGT SVCS 9/01/23 73 202309 310-51300-		*	.45	
	OFFICE SUPPLIES 9/01/23 73 202309 310-51300-	42000	*	9.50	
	POSTAGE 9/01/23 73 202309 310-51300-	42500	*	35.55	
	COPIES 9/01/23 74 202309 320-53800-	34000	*	1,250.00	
	FIELD MGMT-09/23	GMS-CENTRAL FLORIDA, LLC			4,774.67 000420
9/15/23 00030			*	500.00	
	MGMT FEES-09/23	35000  IRRIGATION MANAGEMENT CONSULTING			500.00 000421
9/15/23 00024	9/01/23 229250 202309 320-53800-	46200	*	21,927.92	
	MAINT-09/23	JUNIPER LANDSCAPING OF FLORIDA, LLC	C		21,927.92 000422

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/24 PAGE 15 LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

		DAIN D	LOL-GENERAL FOND			
CHECK VEND# DATE	DATE	DICEEXPENSED TO INVOICE YRMO DPT ACCT# SUB	VENDOR NAME SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/15/23 00032	7/31/23	PSI96453 202307 320-53800-46800		*	2,786.00	
	9/01/23	SVCS-07/23 PSI00589 202309 320-53800-46800		*	2,682.30	
	9/01/23	MAINT-09/23 PSI00921 202309 320-53800-46800		*	1,474.00	
		MAINT-09/23 SOL	ITUDE LAKE MANAGEMENT			6,942.30 000423
9/21/23 00035	8/14/23	02232634 202308 320-53800-43000		*	45.87	
		SERVICE THRU 8/14/2023 ORL	ANDO UTILITIES COMMISSION			45.87 000424
9/21/23 00037	8/23/23	218892-0 202308 320-53800-43100 SERVICE THRU 08/11/2023		*	5,992.99	
	8/23/23	62619-08 202308 320-53800-43100		*	7,090.39	
		SERVICE THRU 08/11/2023 TOH	O WATER AUTHORITY			13,083.38 000425
10/16/23 00006	9/20/23	23348007 202308 310-51300-31100		*	412.50	
		SVCS-08/23 DEW	BERRY ENGINEERS INC.			412.50 000426
10/16/23 00007	9/27/23	20248 202310 310-51300-45000		*	6,076.00	
	9/27/23	RENEW POLICY FY2024 20248 202310 320-53800-45000 RENEW POLICY FY2024		*	3,879.00	
		RENEW POLICY FY2024 EGI	S INSURANCE ADVISORS, LLC			9,955.00 000427
10/16/23 00010	9/19/23	82595408 202309 310-51300-42000		*	68.76	
	9/26/23	DELIVERIES THRU 09/08/23 82662811 202309 310-51300-42000 DELIVERIES THRU 09/20/23		*	61.44	
		FED	EX			130.20 000428
10/16/23 00001	9/30/23	77 202310 310-51300-31700 ASSESS ROLL-FY24 GMS CFII		*	5,000.00	
		75 202310 310-51300-34000 MGMT FEES-10/23		*	3,215.67	
		75 202310 310-51300-31300 DISSEMINATION AGT SVCS		*	416.67	
	10/01/23	75 202310 310-51300-51000		*	.39	
	10/01/23	OFFICE SUPPLIES 75 202310 310-51300-42000 POSTAGE		*	6.89	
	10/01/23	76 202310 320-53800-34000 FIELD MGMT-10/23		*	1,312.50	
		GMS	-CENTRAL FLORIDA, LLC			9,952.12 000429
<del>-</del>	<b>-</b>	<del></del>		<del>-</del> -		<del>-</del>

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/24 PAGE 16 LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
10/16/23 00014 10/01/23 21769 202310 310-51300-3	35101	*	388.13	
SVCS-10/23	INNERSYNC			388.13 000430
10/16/23 00030 10/02/23 27717-10 202310 320-53800-3		*	500.00	
MGMT FEES-10/23	IRRIGATION MANAGEMENT CONSULTING			500.00 000431
10/16/23 00024 9/30/23 232539 202309 320-53800-3	 35001	*	493.25	
MAINT/REPAIRS-09/23 10/01/23 233546 202310 320-53800-4 MAINT RENEWAL-10/23	16200	*	22,585.75	
MAINI RENEWAL-10/23	JUNIPER LANDSCAPING OF FLORIDA, LLC	Z		23,079.00 000432
10/16/23 00033 9/27/23 3282410 202308 310-51300-3		*	2,594.00	
SVCS-08/23	KUTAK ROCK LLP			2,594.00 000433
10/16/23 00018 7/14/23 76326615 202307 310-51300-4		*	1,390.00	
LEGAL AD#7465261 7/21/23 76689876 202307 310-51300-4	18000	*	1,390.00	
LEGAL AD#7465327 9/05/23 79375280 202309 310-51300-4	18000	*	264.43	
LEGAL AD#7492629	ORLANDO SENTINEL			3,044.43 000434
		*	2,682.30	
MAINT-10/23 10/01/23 PSI01967 202310 320-53800-4	16800	*	1,474.00	
MAINT-10/23			,	4,156.30 000435
10/16/23 00005 9/25/23 7068481 202310 310-51300-3			4,040.63	
ADMIN FEE-9/01/23-8/31/24			-,	
10/27/23 00040 9/29/23 2 202310 310-51300-3			100.00	
AMORTIZATION SCHEDULE	DISCLOSURE SERVICES LLC			100.00 000437
10/27/23 00001 9/30/23 78 202309 320-53800-4 SEPT 2023 GENERAL MAINT.			870.00	
	GMS-CENTRAL FLORIDA, LLC			870.00 000438
10/27/23 00035 10/03/23 55046169 202309 320-53800-4 STREETLIGHTING	13001	*	53,980.34	
	ORLANDO UTILITIES COMMISSION			53,980.34 000439

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/24 PAGE 17 LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS AMOUNTCH DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS AMOUNT	ECK#
10/27/23 00035 9/13/23 02232634 202309 320-53800-43000 * 45.29	
SERVICE THRU 09/13/2023 ORLANDO UTILITIES COMMISSION 45.2	9 000440
10/27/23 00037 9/20/23 62619-09 202309 320-53800-43100 * 4.712.69	
SERVICE THRU 09/13/2023  TOHO WATER AUTHORITY  4,712.6	0 000441
10/27/23 00037 9/20/23 62746-09 202309 320-53800-43100 * 2,393.99	
SERVICE THRU 09/12/2023	
TOHO WATER AUTHORITY 2,393.9	9 000442
11/16/23 00036 10/31/23 00103160 202310 320-53800-46801 * 2.033.00	
SVCS-10/23  CLARKE ENVIRONMENTAL MOSQUITO  2,033.0	000443
11/16/23 00002 10/02/23 89196 202310 310-51300-54000 * 175.00	
ANNUAL FEE FY2024  DEPARTMENT OF ECONOMIC OPPORTUNITY 175.0	000444
11/16/23 00010 10/24/23 82957529 202310 310-51300-42000 * 31.51	
DELIVERIES THRU 10/16/23	
10/31/23 96617440 202309 310-51300-42000 * 4.55 SVCS-09/23	
11/07/23 83097347 202310 310-51300-42000 * 43.95 DELIVERIES THRU 10/27/23	
FEDEX 80.0	1 000445
11/16/23 00001 11/01/23 79 202311 310-51300-34000 * 3,215.67	
MGMT FEES-11/23 11/01/23 79 202311 310-51300-31300 * 416.67	
DISSEMINATION AGT SVCS 11/01/23 79	
OFFICE SUPPLIES  11/01/23 79 202311 310-51300-42000 * 12.03	
POSTAGE	
11/01/23 80 202311 320-53800-34000 * 1,312.50 FIELD MGMT-11/23	
GMS-CENTRAL FLORIDA, LLC 4,957.4	1 000446
11/16/23 00030 11/01/23 27717-11 202311 320-53800-35000 * 500.00	
MAINT-11/23  IRRIGATION MANAGEMENT CONSULTING 500.0	0 000447
11/16/23 00024 11/01/23 237559 202311 320-53800-46200 * 22.585.75	
MAINT RENEWAL-11/23  JUNIPER LANDSCAPING OF FLORIDA, LLC  22,585.7	5 000448
ZZ,305.7	

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/24 PAGE 18 LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

	В	ANK B LOL-GENERAL FUND			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	TRUOMA	CHECK AMOUNT #
11/16/23 00033	10/30/23 3297675 202309 310-51300-	31500	*	698.50	
	SVCS-09/23	KUTAK ROCK LLP			698.50 000449
11/16/23 00032	11/01/23 PSI02572 202311 320-53800-	46800	*	1,474.00	
	MAINT-11/23 11/01/23 PSI02793 202311 320-53800-	46800	*	2,789.59	
	MAINT-11/23 11/01/23 PSI02799 202311 320-53800-	46810	*	832.00	
	MAINT-11/23	SOLITUDE LAKE MANAGEMENT			5,095.59 000450
11/29/23 00035	10/11/23 02232634 202310 320-53800-			53.93	
	SERVICE THRU 10/11/2023	ORLANDO UTILITIES COMMISSION			53.93 000451
11/29/23 00037	10/18/23 62619-10 202310 320-53800- SERVICE THRU 10/11/2023	43100	*	2,464.79	
		TOHO WATER AUTHORITY			2,464.79 000452
11/29/23 00037	10/18/23 62746-10 202310 320-53800- SERVICE THRU 10/11/2023	43100	*	1,361.49	
		TOHO WATER AUTHORITY			1,361.49 000453
11/29/23 00010	11/21/23 83243713 202311 310-51300- DELIVERIES THRU 11/21/23	42000	*	43.86	
		FEDEX			43.86 000454
11/29/23 00001	10/31/23 81 202310 320-53800- OCT 23 GENERAL MAINT.	46000		1,951.17	
		GMS-CENTRAL FLORIDA, LLC			1,951.17 000455
11/29/23 00033	11/22/23 3311985 202310 310-51300- LEGAL FEES THRU 10/31/23	31500	*	870.00	
	LEGAL FEES INKU 10/31/23	KUTAK ROCK LLP			870.00 000456
12/15/23 00035	11/10/23 02232634 202311 320-53800- SERVICE THRU 11/10/2023	43000	*	54.80	
		ORLANDO UTILITIES COMMISSION			54.80 000457
12/15/23 00037	11/22/23 62619-11 202311 320-53800- SERVICE THRU 11/13/2023		*	2,404.49	
		TOHO WATER AUTHORITY			2,404.49 000458
12/15/23 00037	11/22/23 62746-11 202311 320-53800- SERVICE THRU 11/13/2023		*	1,345.55	
	SERVICE THRU 11/13/2023	TOHO WATER AUTHORITY			1,345.55 000459

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/24 PAGE 19 LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

NTCHECK AMOUNT #	AMOUNT	STATUS	VENDOR NAME JBCLASS	SUB	EXPENSED TO YRMO DPT ACCT#	JOICE INVOICE	INV DATE	VEND#	CHECK DATE
00	2,033.00	*		-46801	202311 320-53800-	3 00103172	11/30/23	00036	12/19/23
2,033.00 000460		0	KE ENVIRONMENTAL MOSQUITO	CLA	IIDGE TREATMENT	NOV 23 I			
	2.10	*			202311 310-51300-	96634635	11/28/23	00010	12/19/23
67	43.67	*			ES THRU 11/28/23 202312 310-51300-	DELIVER:			
45 77 000461			₹	FED	ES THRU 12/05/23				
45.77 000461 	3.215.67						12/01/22		 12/10/22
	-,				IGMT FEES	DEC 23 I		00001	12/19/23
	416.67	*			202312 310-51300- DISSEMINATION	DEC 23 1			
36	.36	*			202312 310-51300- SUPPLIES	3 82 OFFICE :	12/01/23		
36	58.86	*		-42000	202312 310-51300-	8 82 POSTAGE			
3,691.56 000462			CENTRAL FLORIDA, LLC	GMS					
	500.00	*			202312 320-53800- ERR MGMT FEES	3 27717-12	12/02/23	00030	12/19/23
500.00 000463		TING	GATION MANAGEMENT CONSULTI	IRR	RR MGM1 FEES	DEC 23 .			
75	22,585.75	*		 -46200	202312 320-53800-	3 242217	12/01/23	00024	12/19/23
22,585.75 000464		DA, LLC	PER LANDSCAPING OF FLORIDA	JUN	LANDSCAPE MAINT.				
	25,816.24	*			202312 300-20700-			00039	12/19/23
51	110,802.51	*		-10000	R TAX RECEIPTS 202312 300-20700-		12/19/23		
	267.86	*		Γ	DIRECT ASSESSMNT 202312 300-20700-	TRANSFE			
			OAK LAKE CDD		R TAX RECEIPTS		12/17/23		
136,886.61 000465									
		*			202312 300-20700- TAX RECEIPTS	TRANSFE		3 00004	12/19/23
	7,808.71	*			202312 300-20700- R TAX RECEIPTS		12/19/23		
759,646.56 000466			OAK LAKE CDD	LIV					
00	1,474.00	*			202312 320-53800- QUATIC MAINT.			00032	12/19/23
59	2,789.59	*			202312 320-53800- AKE MGMT SVCS.	3 PSI03174			
4,263.59 000467			TUDE LAKE MANAGEMENT	SOL	ARE MOMI SVCS.	DEC 23			

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/24 PAGE 20 LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

	Diane D Hou Children 1 on D			
CHECK VEND# DATE	INVOICE EXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT .	CHECK MOUNT #
12/19/23 00005	11/25/23 7133697 202311 310-51300-32300	*	4,040.63	
	SERIES 2020 TRUSTEE FEES  US BANK		4.0	040.63 000468
	US BANK 		1,312.50	
12/19/23 00001	DEC 23 FIELD MGMT FEES		, -	
	GMS-CENTRAL FLORIDA, LLC		1,3	312.50 000469
1/10/24 00035	12/11/25 02252051 202512 520 55000 15000	*	52.91	
	SERVICE THRU 12/11/2023 ORLANDO UTILITIES COMMISSION			52.91 000470
1/10/24 00037	ORLANDO UTILITIES COMMISSION		832 17	
1,10,21 00037	SERVICE THRU 12/13/2023			220 15 000451
	TOHO WATER AUTHORITY			332.1/ 0004/1
1/10/24 00037	12/20/23 62746-12 202312 320-53800-43100 SERVICE THRU 12/13/2023	*	455.69	
	TOHO WATER AUTHORITY		4	155.69 000472
1/10/24 00007	12/21/23 20866 202312 300-13100-10000	*	16,564.00	
	RENEW POLICY 12/21/23 20866 202312 320-56400-45000	*	16,564.00	
	RENEW POLICY		•	
	12/21/23 20866 202312 300-20700-10000 RENEW POLICY	*	16,564.00-	
	12/21/23 20867 202401 300-13100-10000 POLICY CHANGE	*	2,489.25	
	12/21/23 20867 202401 320-56400-45000	*	2,489.25	
	POLICY CHANGE 12/21/23 20867 202401 300-20700-10000	*	2,489.25-	
	POLICY CHANGE			053.25 000473
	EGIS INSURANCE ADVISORS, LLC			
1/10/24 00010	12/26/23 83600515 202312 310-51300-42000 DELIVERIES THRU 12/21/23	*	114.47	
	FEDEX			L14.47 000474
1/10/24 00001	1/01/24 85 202401 320-53800-34000	*	1,312.50	
	FIELD MANAGEMENT01/2024 1/20/24 84 202301 310-51300-34000	*	3,215.67	
	MANAGMENT FEES 01/24		•	
	1/20/24 84 202301 310-51300-31300 AGENT SERICES	*	416.67	
	1/20/24 84 202301 310-51300-51000 OFFICE SUPPLIES	*	.27	

AP300R \*\*\* CHECK NOS. 000408-050000

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/24 PAGE 21 LIVE OAK LAKES-GENERAL FUND

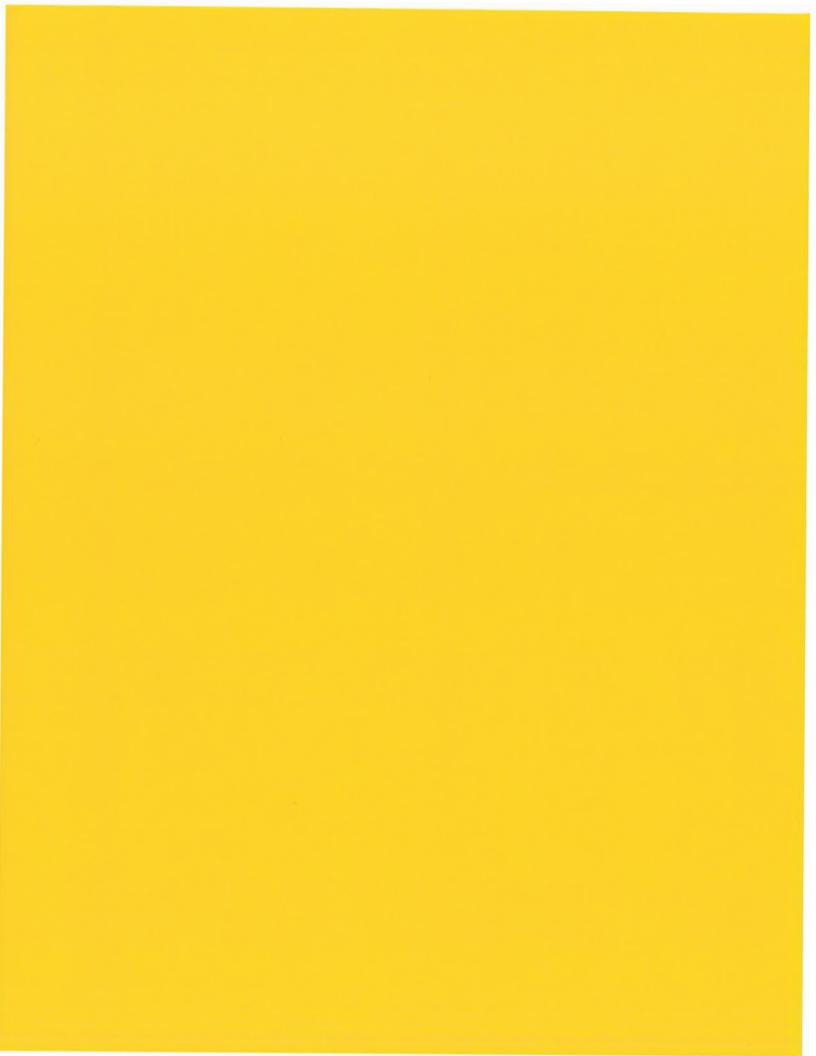
BANK B LOL-GENERAL FUND

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#		STATUS	AMOUNT	CHECK AMOUNT #
	1/20/24 84 202301 310-51300	-42000	*	5.70	
	POSTAGE	GMS-CENTRAL FLORIDA, LLC			4,950.81 000475
1/10/24 00014	1/01/24 21947 202401 310-51300		*	388.13	
	WEBSITE SVCS 01/2024	INNERSYNC			388.13 000476
1/10/24 00030	1/01/24 27717138 202401 320-53800	-35000	*	500.00	
	MONTHLY MANG FEE 01/2024	IRRIGATION MANAGEMENT CONSULTIN	NG		500.00 000477
1/10/24 00024	1/01/24 245927 202401 320-53800		*	22,585.75	
	LANDSCAPE MAINT 01/2024	JUNIPER LANDSCAPING OF FLORIDA	, LLC		22,585.75 000478
1/10/24 00039	1/10/24 01102024 202401 300-20700	-10000	*	4,947.98	
	TXFER TAX RECEIPTS	LIVE OAK LAKE CDD			4,947.98 000479
1/10/24 00004	1/10/24 01102024 202401 300-20700		*		
	TXFER TAX RECEIPTS	LIVE OAK LAKE CDD		1	44,098.28 000480
1/10/24 00032	1/01/24 PS103680 202401 320-53800		*		
	MAINT-01/24 1/01/24 PS103895 202401 320-53800	-46800	*	1,474.00	
	MAINT-01/24	SOLITUDE LAKE MANAGEMENT			4,263.59 000481
		TOTAL FOR BA	ANK B	1,400,270.24	
		TOTAL FOR RE	EGISTER	1,400,270.24	

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/24 PAGE 22 LIVE OAK LAKES-IMPACT FEES FND

#### BANK C LOL-IMPACT FEES

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	SUB SUBCLASS		AMOUNT	CHECK
11/14/22 00001	11/14/22 11142022 202211 320-56400-	10000	*	511,533.44	
	IMPACT FEES	NARCOOSSEE LAND VENTURES, LL		5.	11,533.44 000009
4/14/22 00002	4/14/23 04142023 202304 300-20700-			22,359.00	
	TXFER FUNDS-GENERAL FUND 4/14/23 04142023 202304 300-10100-	00100	*	22,359.00	
	TXFER FUNDS-GENERAL FUND 4/14/23 04142023 202304 300-13100-	10000	*	22,359.00-	
	TXFER FUNDS-GENERAL FUND 4/14/23 04142023 202304 300-20700-	10000	V	22,359.00-	
	TXFER FUNDS-GENERAL FUND 4/14/23 04142023 202304 300-10100-	00100	V	22,359.00-	
	TXFER FUNDS-GENERAL FUND 4/14/23 04142023 202304 300-13100-	10000	V	22,359.00	
	TXFER FUNDS-GENERAL FUND	LIVE OAK LAKE CDD			.00 000010
4/14/23 00002	4/14/23 04142023 202304 300-20700-		*		
	TXFER FUNDS-GENERAL FUND 4/14/23 04142023 202304 300-10100-	00100	*	22,359.00	
	TXFER FUNDS-GENERAL FUND 4/14/23 04142023 202304 300-13100-	10000	*	22,359.00-	
	TXFER FUNDS-GENERAL FUND	LIVE OAK LAKE CDD		:	22,359.00 000010
7/11/23 00001	7/11/23 071123 202307 320-56400-		*		
	IMPACT FEES	NARCOOSSEE LAND VENTURES, LL	J.C	1:	32,059.40 000011
1/11/24 00001	1/11/24 011124 202401 320-56400-1 IMPACT FEES	NARCOOSSEE LAND VENTURES, LI  10000	*	51,938.75	
		NARCOOSSEE LAND VENTURES, LL	uC		51,938.75 000012
		TOTAL FOR	BANK C	717,890.59	
		TOTAL FOR	REGISTER	717,890.59	



# LIVE OAK LAKE

## COMMUNITY DEVELOPMENT DISTRICT

# Check Run Summary

April 3, 2024

### **GENERAL FUND**

Date	Check Numbers	Amount
03/12/24	493-502	\$81,224.65
Total		\$81,224.65

AP300R \*\*\* CHECK NOS. 000493-050000

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/26/24 PAGE 13 LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
3/12/24 00036		*	2,033.00	
	FEB 2024 SERVICE 3/05/24 8024058 202402 320-53800-46801	*	2,033.00	
	SVCS-02/24  CLARKE ENVIRONMENTAL MOSQUITO			4,066.00 000493
3/12/24 00010	2/20/24 84140806 202402 310-51300-42000	*	51.95	
	DELIVERIES THRU 2/20/24 3/05/24 96697820 202401 310-51300-42000 SVCS-01/24	*	7.89	
	FEDEX			59.84 000494
3/12/24 00001	3/01/24 88 202403 310-51300-34000	*	3,215.67	
	MGMT FEES-03/24 3/01/24 88 202403 310-51300-31300	*	416.67	
	DISSEMINATION AGT SVCS 3/01/24 88 202403 310-51300-51000	*	.33	
	OFFICE SUPPLIES 3/01/24 88 202403 310-51300-42000	*	7.07	
	POSTAGE 3/01/24 88 202403 310-51300-42500	*	33.30	
	COPIES 3/01/24 89 202403 320-53800-34000	*	1,312.50	
	FIELD MGMT-03/24 GMS-CENTRAL FLORIDA, LLC			4.985.54 000495
3/12/24 00016	3/01/24 25289 202403 310-51300-32200 AUDIT FYE 09/30/23		2,100.00	
	GRAU & ASSOCIATES			2,100.00 000496
3/12/24 00030		*	500.00	
	IRRIGATION MANAGEMENT CONSULTING			500.00 000497
3/12/24 00024	2/27/24 252260 202402 320-53800-35001	*	2,569.50	
	SVCS-02/24 DECODER REPLAC 2/27/24 252261 202402 320-53800-35001	*	886.52	
	3/01/24 2342/7 202403 320 33000 40200	*	22,585.75	
	MAINT-03/24  JUNIPER LANDSCAPING OF FLORIDA, LI	LC		26,041.77 000498
3/12/24 00033		<del>-</del>	1,290.50	
-,, 55000	LEGAL FEES THRU 1/31/2024 2/22/24 3354296 202401 300-13100-10000	*	•	
	SVCS-01/24		5,955.50	

LOKS LIVE OAK LAKES SHENNING

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER	RUN 3/26/24	PAGE 14
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AP300R \*\*\* CHECK NOS. 000493-050000 LIVE OAK LAKES-GENERAL FUND
BANK B LOL-GENERAL FUND

	В	ANK B LOL-GENERAL I	UND			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#		DR NAME ST	ATUS	AMOUNT	CHECK AMOUNT #
	2/22/24 3354296 202401 310-51300- SVCS-01/24	31500		*	5,935.50	
	2/22/24 3354296 202401 300-20700- SVCS-01/24	10000		*	5,935.50-	
	2,02 02,22	KUTAK ROCK LLP				7,226.00 000499
3/12/24 00039	3/12/24 03122024 202403 300-20700- TXFER OF TAX RECEIPTS	10000		*	1,061.72	
		LIVE OAK LAKE CDI	)			1,061.72 000500
3/12/24 00004	3/12/24 03122024 202403 300-20700- TXFER OF TAX RECEIPTS	10000		*	30,920.19	
	1111 211 01 1120221 10	LIVE OAK LAKE CDI	)		3	0,920.19 000501
3/12/24 00032	3/01/24 PSI05447 202403 320-53800- MAINT-03/24	46800		*	2,789.59	
	3/02/24 PSI05739 202403 320-53800- MAINT-03/24	46800		*	1,474.00	
	1212112 05, 22	SOLITUDE LAKE MAN	JAGEMENT			4,263.59 000502
			TOTAL FOR BANK B		81,224.65	
			TOTAL FOR REGISTER	1	81,224.65	

# LIVE OAK LAKE

## COMMUNITY DEVELOPMENT DISTRICT

# Check Run Summary

May 1, 2024

### **GENERAL FUND**

Date	Check Numbers	Amount
3/31/2024	510-512	\$3,672.57
4/3/2024	503-509	\$11,970.40
Total		\$15,642.97

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 4/23/24 PAGE 13 LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

		TANK B LOL OLIVLICIL I OND			
CHECK VEND# DATE	DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
4/03/24 00006	3/27/24 22402242 202402 310-51300-	31100	*	2,192.50	
	SVCS THRU 01/27-02/23/24	DEWBERRY ENGINEERS INC.			2,192.50 000503
4/03/24 00010	3/19/24 84424570 202403 310-51300-	DEWBERRY ENGINEERS INC.	·	60.54	
4/03/24 00010	DELIVERY THRU 03/13/24				
	3/26/24 84495662 202403 310-51300- DELIVERY THRU 03/14/24		*	38.77	
		FEDEX			99.31 000504
4/03/24 00001	2/29/24 92 202402 320-53800- MAINT 02/24	46000	*	285.00	
		GMS-CENTRAL FLORIDA, LLC			285.00 000505
4/03/24 00030	4/01/24 27717-17 202404 320-53800-		*	500.00	
	MGMT FEE 04/24	IRRIGATION MANAGEMENT CONSULTING			500.00 000506
4/03/24 00033	3/26/24 3368047 202402 310-51300- LEGAL FEES THRU 2/29/24	31500	*	1,753.50	
	3/26/24 3368048 202402 300-13100- LEGAL SVCS 02/24	10000	*	2,376.50	
	3/26/24 3368048 202402 310-51300- LEGAL SVCS 02/24	31500	*	2,376.50	
	3/26/24 3368048 202402 300-20700- LEGAL SVCS 02/24	10000	*	2,376.50-	
	LEGAL SVCS UZ/Z4	KUTAK ROCK LLP			4,130.00 000507
4/03/24 00017	3/21/24 003325 202403 310-51300-		*	500.00	
	SVCS 03/24	LLS TAX SOLUTIONS INC.			500.00 000508
4/03/24 00032	4/01/24 PS106171 202404 320-53800- SVCS 04/24	46800	*	2,789.59	
	4/02/24 PS106471 202404 320-53800- SVCS 04/24	46800	*	1,474.00	
	SVCS 04/24	SOLITUDE LAKE MANAGEMENT			4,263.59 000509
3/31/24 00035	2/12/24 02232634 202402 320-53800-		*	52.47	
	SERVICE THRU 02/12/2024	ORIANDO UTILITIES COMMISSION			52.47 000510
2/21/24 00027	2/21/24 62619-02 202402 320-53800-	ORLANDO UTILITIES COMMISSION	·		
3/31/24 0003/	SERVICE THRU 02/12/2024			•	
		TOHO WATER AUTHORITY			2,650.91 000511

LOKS LIVE OAK LAKES SHENNING

AP300R YEAR-TO-DATE ACCOUNTS

\*\*\* CHECK NOS. 000503-050000 LIVE OAK
BANK B LO

CHECK VEND# ....INVOICE..... ...EXPENSED TO...
DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 4/23/24 PAGE 14
LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

... VENDOR NAME STATUS AMOUNT ....CH

3/31/24 00037 2/21/24 62746-02 202402 320-53800-43100 \* 969.19
SERVICE THRU 2/12/2024

TOHO WATER AUTHORITY 969.19 000512

TOTAL FOR BANK B 15,642.97

....CHECK..... AMOUNT #

TOTAL FOR REGISTER 15,642.97

LOKS LIVE OAK LAKES SHENNING

# SECTION 2

Community Development District

**Unaudited Financial Reporting** 

December 31, 2023



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<u> </u>	ce Sheet
Gener	ral Fund
Impact F	ee Fund
Debt Service Fund Seri	es 2016
Debt Service Fund Seri	es 2020
Capital Projects Fund Seri	es 2016
Capital Projects Fund Seri	es 2020
0 Month t	o Month
Long Term Deb	t Report
Check Run St	ımmary
Assessment Receipt S	chedule

### **Community Development District**

### Combined Balance Sheet December 31, 2023

	Iı		D				Gove	Totals rnmental Funds
Turia		T corta		Turra	•	arra -	4070	Timental Lana
		120,992		-		-		783,316
16,564		-		-		-		16,564
-		-		154,934		-		154,934
\$ 480	\$	-	\$	-	\$	-	\$	480
\$ 17,378	\$	-	\$	-	\$	-	\$	17,378
\$ -	\$	-	\$	955,025	\$	-	\$	955,025
\$ -	\$	-	\$	873,963	\$	-	\$	873,963
\$ -	\$	-	\$	-	\$	265	\$	265
\$ -	\$	-	\$	989,553	\$	-	\$	989,553
\$ -	\$	-	\$	203,408	\$	-	\$	203,408
\$ -	\$	-	\$	-	\$	89	\$	89
\$ 696,746	\$	120,992	\$	3,176,884	\$	354	\$	3,994,976
\$ 23,320	\$	-	\$	-	\$	-	\$	23,320
		_		_		-		154,934
\$ -	\$	16,564	\$	-	\$	-	\$	16,564
\$ 178,254	\$	16,564	\$	-	\$	-	\$	194,818
\$ 480	\$	-	\$	-	\$	-	\$	480
\$ -	\$	104,428	\$	-	\$	-	\$	104,428
\$ -	\$	-	\$	1,979,116	\$	-	\$	1,979,116
\$ -	\$	-	\$	1,197,767	\$	-	\$	1,197,767
\$ -	\$	-	\$	-	\$	265	\$	265
_	\$	_		_		89		89
\$ 518,012	\$	-	\$	-	\$	-	\$	518,012
 E40.400	\$	104,428	\$	3,176,884	\$	354	\$	3,800,158
\$ 518,492	•	104,420		3,170,004		334	Ψ.	3,000,130
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 16,564 \$ - \$ 480 \$ 17,378 \$ - \$ - \$ - \$ - \$ - \$ - \$ 178,254 \$ 480 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 662,324 \$ 16,564 \$ 16,564 \$ 17,378 \$ 17,378 \$ \$ 17,378 \$ \$ 17,378 \$ \$ 17,378 \$ \$ 17,378 \$ \$ 17,378 \$ \$ 17,378 \$ \$ 17,378 \$ \$ 17,378 \$ \$ 17,378 \$ \$ 17,378 \$ \$ 17,378 \$ \$ 17,378 \$ \$ 17,378 \$ 1	\$ 662,324 \$ 120,992 \$ 16,564 \$ - \$ - \$ - \$ - \$ - \$   \$ 17,378 \$ - \$ - \$ - \$   \$ 17,378 \$ - \$ - \$ - \$   \$ 17,378 \$ - \$ - \$   \$ 23,320 \$ - \$ - \$   \$ 154,934 \$ - \$   \$ 178,254 \$ 16,564 \$   \$ 480 \$ - \$   \$ 178,254 \$ - \$   \$ 104,428 \$   \$ - \$ - \$   \$ - \$   \$ - \$ - \$   \$	Fund     Fund       \$ 662,324     \$ 120,992     \$ 16,564       \$ -     \$ -     \$ -       \$ 480     \$ -     \$ \$       \$ 17,378     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ 120,992     \$ \$       \$ 696,746     \$ 120,992     \$ \$       \$ 696,746     \$ 120,992     \$ \$       \$ 154,934     \$ -     \$ \$       \$ -     \$ 16,564     \$ \$       \$ 178,254     \$ 16,564     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$       \$ -     \$ -     \$ \$    <	Fund       Fund         \$ 662,324       \$ 120,992       \$ -         \$ 16,564       \$ -       \$ -         \$ -       \$ -       \$ 154,934         \$ 480       \$ -       \$ -         \$ 17,378       \$ -       \$ 955,025         \$ -       \$ -       \$ 873,963         \$ -       \$ -       \$ 873,963         \$ -       \$ -       \$ 873,963         \$ -       \$ -       \$ 989,553         \$ -       \$ -       \$ 203,408         \$ -       \$ -       \$ 203,408         \$ -       \$ -       \$ 203,408         \$ -       \$ -       \$ 203,408         \$ -       \$ -       \$ -         \$ 154,934       \$ -       \$ -         \$ -       \$ 16,564       \$ -         \$ -       \$ 16,564       \$ -         \$ -       \$ 104,428       \$ -         \$ -       \$ 1,979,116         \$ -       \$ -       \$ 1,197,767         \$ -       \$ -       \$ 1,197,767         \$ -       \$ -       \$ -         \$ -       \$ -       \$ 1,197,767         \$ -       \$ -       \$ -         \$ -	Fund     Fund     Fund       \$ 662,324     \$ 120,992     \$ -     \$       \$ 16,564     \$ -     \$ -     \$     \$       \$ -     \$ 154,934     \$       \$ 480     \$ -     \$ -     \$       \$ -     \$ -     \$ -     \$       \$ -     \$ -     \$ -     \$       \$ -     \$ -     \$ 955,025     \$       \$ -     \$ -     \$ 873,963     \$       \$ -     \$ -     \$ 873,963     \$       \$ -     \$ -     \$ 989,553     \$       \$ -     \$ -     \$ 203,408     \$       \$ -     \$ -     \$ 203,408     \$       \$ -     \$ -     \$ -     \$       \$ 154,934     \$ -     \$ -     \$       \$ -     \$ 16,564     \$ -     \$       \$ -     \$ 16,564     \$ -     \$       \$ -     \$ 104,428     -     \$       \$ -     \$ 1,979,116     \$       \$ -     \$ 1,197,767     \$       \$ -     \$ -     \$ 1,197,767     \$       \$ -     \$ -     \$ -     \$ -       \$ -     \$ -     \$ -     \$ -       \$ -     \$ 1,197,767     \$       \$ -     \$ - <td< td=""><td>\$ 662,324 \$ 120,992 \$ - \$ - \$ - \$ 5 - \$ 16,564 \$ - \$ - \$ 5 -</td><td>\$ 662,324 \$ 120,992 \$ - \$ - \$ 5 5 5 5 5 178,254 \$ 16,564 \$ - \$ - \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5</td></td<>	\$ 662,324 \$ 120,992 \$ - \$ - \$ - \$ 5 - \$ 16,564 \$ - \$ - \$ 5 -	\$ 662,324 \$ 120,992 \$ - \$ - \$ 5 5 5 5 5 178,254 \$ 16,564 \$ - \$ - \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5

### **Community Development District**

### **General Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thru	u 12/31/23	Thr	u 12/31/23	1	/ariance
Revenues:							
Assessments - Tax Collector (Net)	\$ 318,757	\$	297,964	\$	297,964	\$	-
Assessments - Off Roll (Unplatted)	\$ 124,193	\$	95,928	\$	95,928	\$	-
Developer Deficit Funding	\$ 258,041	\$	64,510	\$	-	\$	(64,510)
Interest Income	\$ -	\$	-	\$	184	\$	184
Total Revenues	\$ 700,990	\$	458,402	\$	394,076	\$	(64,326)
Expenditures:							
General & Administrative:							
Supervisor Fees	\$ 9,600	\$	2,400	\$	-	\$	2,400
FICA Expense	\$ 734	\$	184	\$	-	\$	184
Engineering	\$ 15,000	\$	3,750	\$	63	\$	3,688
Dissemination	\$ 5,000	\$	1,250	\$	1,350	\$	(100)
Assessment Roll	\$ 5,000	\$	5,000	\$	5,000	\$	-
Property Appraiser	\$ 600	\$	150	\$	-	\$	150
Arbitrage	\$ 1,150	\$	288	\$	-	\$	288
Attorney	\$ 30,000	\$	7,500	\$	870	\$	6,630
Annual Audit	\$ 5,100	\$	1,275	\$	-	\$	1,275
Trustee Fees	\$ 8,100	\$	8,100	\$	8,081	\$	19
Management Fees	\$ 38,588	\$	9,647	\$	9,647	\$	(0)
Postage & Delivery	\$ 1,450	\$	363	\$	357	\$	5
Copies	\$ 250	\$	63	\$	-	\$	63
Insurance	\$ 6,426	\$	6,426	\$	6,076	\$	350
Legal Advertising	\$ 2,500	\$	625	\$	-	\$	625
Other Current Charges	\$ 350	\$	88	\$	-	\$	88
Office Supplies	\$ 100	\$	25	\$	1	\$	24
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	_
Website Hosting/Compliance	\$ 1,553	\$	388	\$	388	\$	-
Total General & Administrative	\$ 131,676	\$	47,695	\$	32,009	\$	15,686

### **Community Development District**

### **General Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Pror	Prorated Budget		Actual		
		Budget	Thr	u 12/31/23	Thr	u 12/31/23	7	/ariance
Operations & Maintenance								
Field Expenditures								
Field Management	\$	15,750	\$	3,938	\$	3,938	\$	-
Property Insurance	\$	5,000	\$	5,000	\$	3,879	\$	1,121
Aquatic Control	\$	40,584	\$	10,146	\$	12,683	\$	(2,537)
Mitigation Maintenance	\$	7,100	\$	1,775	\$	1,600	\$	175
Midge Management	\$	25,000	\$	6,250	\$	4,066	\$	2,184
Contingency	\$	15,000	\$	3,750	\$	-	\$	3,750
Landscape Maintenance	\$	286,000	\$	71,500	\$	67,757	\$	3,743
Landscaping Replacements	\$	50,000	\$	12,500	\$	-	\$	12,500
Pond Fountain Maintenance	\$	15,000	\$	3,750	\$	832	\$	2,918
Irrigation Consultant Services	\$	6,000	\$	1,500	\$	1,500	\$	-
Irrigation Repairs	\$	15,000	\$	3,750	\$	-	\$	3,750
General Repairs and Maintenance	\$	15,000	\$	3,750	\$	1,951	\$	1,799
Electricity-Street Lights	\$	43,694	\$	10,924	\$	162	\$	10,762
Water-Irrigation	\$	64,182	\$	16,045	\$	8,864	\$	7,181
Capital Reserve	\$	18,250	\$	4,563	\$	-	\$	4,563
Subtotal Field Expenditures	\$	621,560	\$	159,140	\$	107,232	\$	51,908
Total Operations & Maintenance	\$	621,560	\$	159,140	\$	107,232	\$	51,908
Total Expenditures	\$	753,236	\$	206,835	\$	139,241	\$	67,594
Excess (Deficiency) of Revenues over Expenditures	\$	(52,245)			\$	254,835		
Net Change in Fund Balance	\$	(52,245)			\$	254,835		
Fund Balance - Beginning	\$	52,245			\$	263,657		
Fund Balance - Ending	\$	0			\$	518,492		

### **Community Development District**

### **Impact Fee Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorat	ed Budge		Actual		
	Bı	ıdget	Thru 12/31/23		Thru 12/31/23		Variance	
Revenues:								
Impact Fees	\$	-	\$	-	\$	39,440	\$	39,440
Interest	\$	-	\$	-	\$	-	\$	-
Total Revenues	\$	-	\$	-	\$	39,440	\$	39,440
Expenditures:								
Stormwater	\$	-	\$	-	\$	16,564	\$	(16,564)
Total Expenditures	\$	-	\$	-	\$	16,564	\$	(16,564)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	22,876		
Net Change in Fund Balance	\$	-			\$	22,876		
Fund Balance - Beginning	\$	-			\$	81,552		
Fund Balance - Ending	\$	-			\$	104,428		

### **Community Development District**

### **Debt Service Fund Series 2016**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budge		Actual			
		Budget	Thru 12/31/23		Thru 12/31/23		Variance	
Revenues:								
Assessments - Tax Roll	\$	954,993	\$	891,798	\$	891,798	\$	-
Interest	\$	5,000	\$	1,250	\$	10,219	\$	8,969
Total Revenues	\$	959,993	\$	893,048	\$	902,017	\$	8,969
Expenditures:								
Interest - 11/1	\$	316,763	\$	316,763	\$	316,763	\$	-
Special Call - 11/1	\$	15,000	\$	15,000	\$	20,000	\$	(5,000)
Principal - 5/1	\$	325,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	316,763	\$	-	\$	-	\$	-
Total Expenditures	\$	973,525	\$	331,763	\$	336,763	\$	(5,000)
Excess (Deficiency) of Revenues over Expenditures	\$	(13,532)			\$	565,255		
Net Change in Fund Balance	\$	(13,532)			\$	565,255		
Fund Balance - Beginning	\$	439,975			\$	1,413,862		
Fund Balance - Ending	\$	426,443			\$	1,979,116		

### **Community Development District**

### **Debt Service Fund Series 2020**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budge		Actual		
	Budget	Thru	ı 12/31/23	Thr	ru 12/31/23	V	ariance
Revenues:							
Assessments - Tax Roll	\$ 32,759	\$	30,622	\$	30,622	\$	-
Assessments - Direct	\$ 957,179	\$	110,803	\$	110,803	\$	-
Interest	\$ 5,000	\$	1,250	\$	10,149	\$	8,899
Total Revenues	\$ 994,938	\$	142,675	\$	151,574	\$	8,899
Expenditures:							
Interest - 11/1	\$ 344,659	\$	344,659	\$	344,659	\$	(0)
Principal - 5/1	\$ 305,000	\$	-	\$	-	\$	-
Interest - 5/1	\$ 344,659	\$	-	\$	-	\$	-
Total Expenditures	\$ 994,319	\$	344,659	\$	344,659	\$	(0)
Excess (Deficiency) of Revenues over Expendit	\$ 619			\$	(193,086)		
Other Financing Sources/(Uses):							
Transfer In/(Out)	\$ -	\$	-	\$	1	\$	1
Total Other Financing Sources/(Uses)	\$ -	\$	-	\$	1	\$	1
Net Change in Fund Balance	\$ 619			\$	(193,085)		
Fund Balance - Beginning	\$ 392,631			\$	1,390,852		
Fund Balance - Ending	\$ 393,250			\$	1,197,767		

### **Community Development District**

### **Capital Projects Fund Series 2016**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorate	d Budget	Ac	tual		
	Bu	dget	Thru 1	2/31/23	Thru 1	2/31/23	Vari	iance
Revenues								
Interest	\$	-	\$	-	\$	2	\$	2
Total Revenues	\$	-	\$	-	\$	2	\$	2
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	2		
Net Change in Fund Balance	\$	-			\$	2		
Fund Balance - Beginning	\$	-			\$	263		
Fund Balance - Ending	\$	-			\$	265		

### **Community Development District**

### **Capital Projects Fund Series 2020**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ad	opted	Prorated Budget		Ac	tual		
	Ви	ıdget	Thru 1	.2/31/23	Thru 1	2/31/23	Vai	riance
Revenues								
Interest	\$	-	\$	-	\$	1	\$	1
Total Revenues	\$	-	\$	-	\$	1	\$	1
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	1		
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	(1)	\$	(1)
<b>Total Other Financing Sources (Uses)</b>	\$	-	\$	-	\$	(1)	\$	(1)
Net Change in Fund Balance	\$	-			\$	(0)		
Fund Balance - Beginning	\$	-			\$	89		
Fund Balance - Ending	\$	-			\$	89		

# Community Development District Month to Month FY 2024

	 Oct-23	No	ov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24 Tota	al .
Revenues:														
Assessments - Tax Collector (Net)	\$ -	\$ 46	,320 \$	251,644 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$ 297	7,964
Assessments - Off Roll (Unplatted)	\$ 29,123	\$	- \$	66,804 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$ 95	5,928
Developer Deficit Funding	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Interest Income	\$ 39	\$	71 \$	74 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	184
Total Revenues	\$ 29,162	\$ 46,	,391 \$	318,522 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$ 394	,076
Expenditures:														
General & Administrative:														
Supervisor Fees	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
FICA Expense	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Engineering	\$ -	\$	- \$	63 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	63
Dissemination	\$ 517	\$	417 \$	417 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$ 1	1,350
Assessment Roll	\$ 5,000	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$ 5	5,000
Property Appraiser	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Arbitrage	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Attorney	\$ 870	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	870
Annual Audit	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Trustee Fees	\$ 4,041	\$ 4	,041 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$ 8	3,081
Management Fees	\$ 3,216	\$ 3	,216 \$	3,216 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$ 9	9,647
Postage & Delivery	\$ 82	\$	58 \$	217 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	357
Copies	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Insurance	\$ 6,076	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$ 6	6,076
Legal Advertising	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Other Current Charges	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Office Supplies	\$ 0	\$	1 \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1
Dues, Licenses & Subscriptions	\$ 175	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Website Hosting/Compliance	\$ 388	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	388
Total Administrative	\$ 20,365	\$ 7.	,732 \$	3,912 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$ 32	2,009

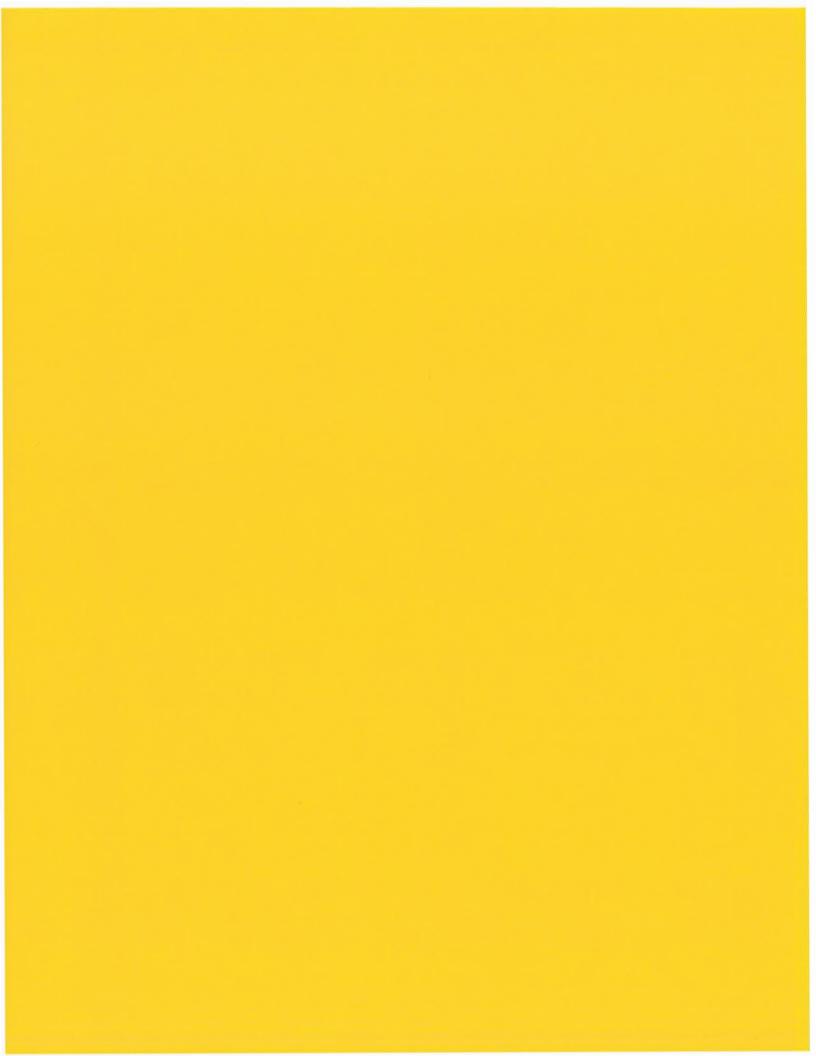
# Community Development District Month to Month FY 2024

	 Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
Operations & Maintenance													
Field Expenditures													
Field Management	\$ 1,313	\$ 1,313	\$ 1,313	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 3,938
Property Insurance	\$ 3,879	\$ -	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 3,879
Aquatic Control	\$ 4,156	\$ 4,264	\$ 4,264	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 12,683
Mitigation Maintenance	\$ 1,600	\$ -	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 1,600
Midge Management	\$ 2,033	\$ 2,033	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 4,066
Contingency	\$ -	\$ -	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ -
Landscape Maintenance	\$ 22,586	\$ 22,586	\$ 22,586	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 67,757
Landscaping Replacements	\$ -	\$ -	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ -
Pond Fountain Maintenance	\$ -	\$ 832	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 832
Irrigation Consultant Services	\$ 500	\$ 500	\$ 500	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 1,500
Irrigation Repairs	\$ -	\$ _	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ -
General Repairs and Maintenance	\$ 1,951	\$ _	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 1,951
Electricity-Street Lights	\$ 54	\$ 55	\$ 53	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 162
Water-Irrigation	\$ 3,826	\$ 3,750	\$ 1,288	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 8,864
Capital Reserve	\$ -	\$ -	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ _
•													\$ -
Total Field	\$ 41,898	\$ 35,332	\$ 30,003	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 107,232
Total Expenditures	\$ 62,263	\$ 43,063	\$ 33,915	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$ 139,241
Excess (Deficiency) of Revenues over Expenditures	\$ (33,100)	\$ 3,328	\$ 284,608	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$		\$ 254,835

# **LIVE OAK LAKE**

# COMMUNITY DEVELOPMENT DISTRICT Long Term Debt Report FY 2024

Series	2016, Capital Improvement Revenue I	Bonds
Interest Rate:	4.50%	
Maturity Date:		\$5,630,000.00
•	5/1/36	\$3,030,000.00
Interest Rate:	4.625%	¢0 220 000 00
Maturity Date:	5/1/47	\$8,220,000.00
Reserve Fund Requirement:	Maximum Annual Debt Assessments	
Bonds outstanding - 9/30/2023		\$13,850,000.00
Less:	May 1, 2024 (Mandatory)	\$0.00
Less:	November 1, 2023 (Special Call)	(\$20,000.00)
Current Bonds Outstanding		\$13,830,000.00
	2000 6 1111	
Series	2020, Capital Improvement Revenue I	Bonds
Interest Rate:	3.125%	
Maturity Date:	5/1/25	\$615,000.00
Interest Rate:	3.800%	
Maturity Date:	5/1/30	\$1,745,000.00
Interest Rate:	4.400%	
Maturity Date:	5/1/40	\$4,810,000.00
Interest Rate:	4.600%	
Maturity Date:	5/1/51	\$8,525,000.00
Reserve Fund Requirement:	Maximum Annual Debt Assessments	
Bonds outstanding - 9/30/2023		\$15,695,000.00
Less:	May 1, 2024 (Mandatory)	\$0.00
Current Bonds Outstanding		\$15,695,000.00
Total Current Bonds Outstand	ing	\$29,525,000.00



Community Development District

**Unaudited Financial Reporting** 

February 29, 2024



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### **Community Development District**

### Combined Balance Sheet February 29, 2024

		General	In	npact Fee	D	ebt Service		l Projects		Totals
		Fund		Fund		Fund	I	Fund	Gove	rnmental Fund.
Assets:										
Cash:										
Operating Account	\$	495,538	\$	76,933	\$	-	\$	-	\$	572,471
Due from Impact Fee Fund	\$	24,989	\$	-	\$	-	\$	-	\$	24,989
Due from General Fund	\$	-	\$	-	\$	42,460	\$	-	\$	42,460
Deposits	\$	480	\$	-	\$	-	\$	-	\$	480
Investments:										
Bank United	\$	17,522	\$	-	\$	-	\$	-	\$	17,522
Series 2016										
Reserve	\$	-	\$	-	\$	955,025	\$	-	\$	955,025
Revenue	\$	-	\$	-	\$	1,031,060	\$	-	\$	1,031,060
Construction	\$	-	\$	-	\$	-	\$	267	\$	267
Series 2020										
Reserve	\$	-	\$	-	\$	989,553	\$	-	\$	989,553
Revenue	\$	-	\$	-	\$	217,965	\$	-	\$	217,965
Construction	\$	-	\$	-	\$	-	\$	89	\$	89
Total Assets	\$	538,528	\$	76,933	\$	3,236,062	\$	356	\$	3,851,880
Liabilities:										
Accounts Payable	\$	20,234	\$	-	\$	_	\$	-	\$	20,234
Due to Debt Service	\$	42,460	\$	-	\$	_	\$	-	\$	42,460
Due to General Fund	\$	-	\$	24,989	\$	-	\$	-	\$	24,989
Total Liabilites	\$	62,694	\$	24,989	\$	-	\$	-	\$	87,682
Fund Balance:										
Nonspendable:										
Prepaid Items	\$	480	\$	_	\$	-	\$	-	\$	480
Restricted for:										
Impact Fee	\$	-	\$	51,945	\$	_	\$	-	\$	51,945
Debt Service - Series 2016	\$	_	\$	-	\$	2,027,472	\$	_	\$	2,027,472
Debt Service - Series 2020	\$	_	\$	_	\$	1,208,590	\$	_	\$	1,208,590
Capital Projects - Series 2016	\$	_	\$	_	\$	-	\$	267	\$	267
Capital Projects - Series 2020	\$	_	\$	_	\$	_	\$	89	\$	89
Unassigned	\$	475,355	\$	-	\$	-	\$	-	\$	475,355
Total Fund Balances	\$	475,835	\$	51,945	\$	3,236,062	\$	356	\$	3,764,198
Total Liabilities & Eural Dalamer	\$	538,528	\$	76,933	\$	3,236,062	\$	356	\$	3,851,880
Total Liabilities & Fund Balance	- \$	538,528	\$	/6,933	- \$	3,236,062	\$	356	\$	3,851,880

### **Community Development District**

### **General Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual	
	Budget	Thr	u 02/29/24	Thr	u 02/29/24	Variance
Revenues:						
Assessments - Tax Collector (Net)	\$ 318,757	\$	309,778	\$	309,778	\$ -
Assessments - Off Roll (Unplatted)	\$ 124,193	\$	124,195	\$	124,195	\$ -
Developer Deficit Funding	\$ 258,041	\$	107,517	\$	-	\$ (107,517)
Interest Income	\$ -	\$	-	\$	328	\$ 328
Total Revenues	\$ 700,990	\$	541,489	\$	434,300	\$ (107,189)
Expenditures:						
General & Administrative:						
Supervisor Fees	\$ 9,600	\$	4,000	\$	600	\$ 3,400
FICA Expense	\$ 734	\$	306	\$	46	\$ 260
Engineering	\$ 15,000	\$	6,250	\$	430	\$ 5,820
Dissemination	\$ 5,000	\$	2,083	\$	2,183	\$ (100)
Assessment Roll	\$ 5,000	\$	5,000	\$	5,000	\$ -
Property Appraiser	\$ 600	\$	250	\$	-	\$ 250
Arbitrage	\$ 1,150	\$	479	\$	-	\$ 479
Attorney	\$ 30,000	\$	12,500	\$	4,587	\$ 7,914
Annual Audit	\$ 5,100	\$	3,000	\$	3,000	\$ -
Trustee Fees	\$ 8,100	\$	8,100	\$	8,081	\$ 19
Management Fees	\$ 38,588	\$	16,078	\$	16,078	\$ (0)
Postage & Delivery	\$ 1,450	\$	604	\$	573	\$ 32
Copies	\$ 250	\$	104	\$	-	\$ 104
Insurance	\$ 6,426	\$	6,426	\$	6,076	\$ 350
Legal Advertising	\$ 2,500	\$	1,042	\$	-	\$ 1,042
Other Current Charges	\$ 350	\$	146	\$	-	\$ 146
Office Supplies	\$ 100	\$	42	\$	2	\$ 40
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$ -
Website Hosting/Compliance	\$ 1,553	\$	776	\$	776	\$ -
Total General & Administrative	\$ 131,676	\$	67,362	\$	47,607	\$ 19,755

### **Community Development District**

### **General Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 02/29/24	Thr	u 02/29/24	,	Variance
Operations & Maintenance							
Field Expenditures							
Field Management	\$ 15,750	\$	6,563	\$	6,563	\$	-
Property Insurance	\$ 5,000	\$	5,000	\$	3,879	\$	1,121
Aquatic Control	\$ 40,584	\$	16,910	\$	21,211	\$	(4,301)
Mitigation Maintenance	\$ 7,100	\$	2,958	\$	1,695	\$	1,263
Midge Management	\$ 25,000	\$	10,417	\$	8,132	\$	2,285
Contingency	\$ 15,000	\$	6,250	\$	-	\$	6,250
Landscape Maintenance	\$ 286,000	\$	119,167	\$	112,929	\$	6,238
Landscaping Replacements	\$ 50,000	\$	20,833	\$	-	\$	20,833
Pond Fountain Maintenance	\$ 15,000	\$	6,250	\$	1,919	\$	4,331
Irrigation Consultant Services	\$ 6,000	\$	2,500	\$	2,500	\$	-
Irrigation Repairs	\$ 15,000	\$	6,250	\$	3,456	\$	2,794
General Repairs and Maintenance	\$ 15,000	\$	6,250	\$	1,951	\$	4,299
Electricity-Street Lights	\$ 43,694	\$	18,206	\$	266	\$	17,940
Water-Irrigation	\$ 64,182	\$	26,742	\$	13,653	\$	13,089
Capital Reserve	\$ 18,250	\$	7,604	\$	-	\$	7,604
Subtotal Field Expenditures	\$ 621,560	\$	261,900	\$	178,154	\$	83,746
Total Operations & Maintenance	\$ 621,560	\$	261,900	\$	178,154	\$	83,746
Total Expenditures	\$ 753,236	\$	329,262	\$	225,761	\$	103,501
Excess (Deficiency) of Revenues over Expenditures	\$ (52,245)			\$	208,540		
Net Change in Fund Balance	\$ (52,245)			\$	208,540		
Fund Balance - Beginning	\$ 52,245			\$	267,295		
Fund Balance - Ending	\$ 0			\$	475,835		

### **Community Development District**

### **Impact Fee Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	A	dopted	Prorat	ed Budge		Actual		
	В	ludget	Thru (	02/29/24	Thru	02/29/24	V	<sup>7</sup> ariance
Revenues:								
Impact Fees	\$	-	\$	-	\$	47,320	\$	47,320
Interest	\$	-	\$	-	\$	-	\$	-
Total Revenues	\$	-	\$	-	\$	47,320	\$	47,320
Expenditures:								
Stormwater	\$	-	\$	-	\$	76,928	\$	(76,928)
Total Expenditures	\$	-	\$	-	\$	76,928	\$	(76,928)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(29,608)		
Net Change in Fund Balance	\$	-			\$	(29,608)		
Fund Balance - Beginning	\$	-			\$	81,552		
Fund Balance - Ending	\$	-			\$	51,945		

### **Community Development District**

### **Debt Service Fund Series 2016**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budge	dge <sup>†</sup> Actual			
	Budget	Thr	u 02/29/24	Thr	u 02/29/24	V	ariance
Revenues:							
Assessments - Tax Roll	\$ 954,993	\$	927,156	\$	927,156	\$	-
Interest	\$ 5,000	\$	2,083	\$	23,217	\$	21,134
Total Revenues	\$ 959,993	\$	929,239	\$	950,373	\$	21,134
Expenditures:							
Interest - 11/1	\$ 316,763	\$	316,763	\$	316,763	\$	-
Special Call - 11/1	\$ 15,000	\$	15,000	\$	20,000	\$	(5,000)
Principal - 5/1	\$ 325,000	\$	-	\$	-	\$	-
Interest - 5/1	\$ 316,763	\$	-	\$	-	\$	-
Total Expenditures	\$ 973,525	\$	331,763	\$	336,763	\$	(5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ (13,532)			\$	613,611		
Net Change in Fund Balance	\$ (13,532)			\$	613,611		
Fund Balance - Beginning	\$ 439,975			\$	1,413,862		
Fund Balance - Ending	\$ 426,443			\$	2,027,472		

### **Community Development District**

### **Debt Service Fund Series 2020**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pror	ated Budge		Actual		
		Budget	Thru	u 02/29/24	Thr	ru 02/29/24	V	ariance
Revenues:								
Assessments - Tax Roll	\$	32,759	\$	31,836	\$	31,836	\$	-
Assessments - Direct	\$	957,179	\$	110,803	\$	110,803	\$	-
Interest	\$	5,000	\$	2,083	\$	19,757	\$	17,674
Total Revenues	\$	994,938	\$	144,722	\$	162,396	\$	17,674
Expenditures:								
Interest - 11/1	\$	344,659	\$	344,659	\$	344,659	\$	(0)
Principal - 5/1	\$	305,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	344,659	\$	-	\$	-	\$	-
Total Expenditures	\$	994,319	\$	344,659	\$	344,659	\$	(0)
Excess (Deficiency) of Revenues over Expendi	t \$	619			\$	(182,264)		
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	-	\$	-	\$	2	\$	2
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	2	\$	2
Net Change in Fund Balance	\$	619			\$	(182,262)		
Fund Balance - Beginning	\$	392,631			\$	1,390,852		
Fund Balance - Ending	\$	393,250			\$	1,208,590		

### **Community Development District**

### **Capital Projects Fund Series 2016**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ado	opted	Prorate	d Budget	Ac	ctual		
	Bu	dget	Thru 0	2/29/24	Thru 0	2/29/24	Vari	iance
Revenues								
Interest	\$	-	\$	-	\$	4	\$	4
Total Revenues	\$	-	\$	-	\$	4	\$	4
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$				\$	4		
Net Change in Fund Balance	\$	-			\$	4		
Fund Balance - Beginning	\$	-			\$	263		
Fund Balance - Ending	\$	-			\$	267		

### **Community Development District**

### **Capital Projects Fund Series 2020**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	A	Adopted	Prora	ted Budget	A	ctual		
	]	Budget	Thru	02/29/24	Thru (	2/29/24	Va	riance
Revenues								
Interest	\$	-	\$	-	\$	1	\$	1
Total Revenues	\$	-	\$	-	\$	1	\$	1
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$				\$	1		
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	(1)	\$	(1)
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	(1)	\$	(1)
Net Change in Fund Balance	\$	-			\$	(0)		
Fund Balance - Beginning	\$	-			\$	89		
Fund Balance - Ending	\$	-			\$	89		

# Community Development District Month to Month FY 2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-2	ļ	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
Revenues:														
Assessments - Tax Collector (Net)	\$ -	\$ 46,320	\$ 251,644	\$ 9,068	\$ 2,746	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	309,778
Assessments - Off Roll (Unplatted)	\$ 29,123	\$ -	\$ 66,804	\$ -	\$ 28,267	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	124,195
Developer Deficit Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	-
Interest Income	\$ 39	\$ 71	\$ 74	\$ 74	\$ 70	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	328
Total Revenues	\$ 29,162	\$ 46,391	\$ 318,522	\$ 9,142	\$ 31,082	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 9	434,300
Expenditures:														
General & Administrative:														
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	600
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ 46	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	46
Engineering	\$ -	\$ -	\$ 63	\$ 368	\$ -	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	430
Dissemination	\$ 517	\$ 417	\$ 417	\$ 417	\$ 417	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	2,183
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	5,000
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	; -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	; -
Attorney	\$ 870	\$ -	\$ 673	\$ 1,291	\$ 1,754	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	4,587
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	3,000
Trustee Fees	\$ 4,041	\$ 4,041	\$ -	\$ -	\$ -	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	8,081
Management Fees	\$ 3,216	\$ 3,216	\$ 3,216	\$ 3,216	\$ 3,216	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	16,078
Postage & Delivery	\$ 82	\$ 58	\$ 217	\$ 159	\$ 56	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	5 573
Copies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	; -
Insurance	\$ 6,076	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	6,076
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	; -
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	; -
Office Supplies	\$ 0	\$ 1	\$ 0	\$ 0	\$ 0	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	2
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	175
Website Hosting/Compliance	\$	\$ -	\$ -	\$ 388	\$ -	\$ - \$	-	\$	- \$	- \$	- \$	- \$	- 5	776
Total Administrative	\$ 20,365	\$ 7,732	\$ 4,585	\$ 5,837	\$ 9,088	\$ - \$		\$	- \$	- \$	- \$	- \$	- (	47,607

# Community Development District Month to Month FY 2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
Operations & Maintenance													
Field Expenditures													
Field Management	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 6,563
Property Insurance	\$ 3,879	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 3,879
Aquatic Control	\$ 4,156	\$ 4,264	\$ 4,264	\$ 4,264	\$ 4,264	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 21,211
Mitigation Maintenance	\$ 1,695	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 1,695
Midge Management	\$ 2,033	\$ 2,033	\$ 2,033	\$ 2,033	\$ -	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 8,132
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ -
Landscape Maintenance	\$ 22,586	\$ 22,586	\$ 22,586	\$ 22,586	\$ 22,586	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 112,929
Landscaping Replacements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ -
Pond Fountain Maintenance	\$ -	\$ 832	\$ -	\$ -	\$ 1,087	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 1,919
Irrigation Consultant Services	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 2,500
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 3,456	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 3,456
General Repairs and Maintenance	\$ 1,951	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 1,951
Electricity-Street Lights	\$ 54	\$ 55	\$ 53	\$ 52	\$ 52	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 266
Water-Irrigation	\$ 3,826	\$ 3,750	\$ 1,288	\$ 1,169	\$ 3,620	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 13,653
Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ -
													\$ 
Total Field	\$ 41,993	\$ 35,332	\$ 32,036	\$ 31,916	\$ 36,877	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 178,154
Total Expenditures	\$ 62,358	\$ 43,063	\$ 36,620	\$ 37,753	\$ 45,966	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 225,761
Excess (Deficiency) of Revenues over Expenditures	\$ (33,195)	\$ 3,328	\$ 281,902	\$ (28,612)	\$ (14,884)	\$ - \$	-	\$ - \$	- \$	- \$	- \$	-	\$ 208,540

# **LIVE OAK LAKE**

# COMMUNITY DEVELOPMENT DISTRICT Long Term Debt Report FY 2024

Series :	2016, Capital Improvement Revenue B	onds
Interest Rate:	4.50%	
Maturity Date:	5/1/36	\$5,630,000.00
Interest Rate:	4.625%	
Maturity Date:	5/1/47	\$8,220,000.00
Excess Revenues:	Remain In Revenue Fund	
Reserve Fund Definition:	Maximum Annual Debt Assessments	
Reserve Fund Requirement:	\$955,025.00	
Reserve Fund Balance:	\$955,025.04	
Bonds outstanding - 9/30/2023		\$13,850,000.00
Less:	May 1, 2024 (Mandatory)	\$0.00
Less:	November 1, 2023 (Special Call)	(\$20,000.00)
Current Bonds Outstanding		\$13,830,000.00
Corios	2020, Capital Improvement Revenue B	lands
Series :	2020, Capitai illipi ovellielit Keveliue b	ouius
Interest Rate:	3.125%	
Maturity Date:	5/1/25	\$615,000.00
Interest Rate:	3.800%	
Maturity Date:	5/1/30	\$1,745,000.00
Interest Rate:	4.400%	
Maturity Date:	5/1/40	\$4,810,000.00
Interest Rate:	4.600%	
Maturity Date:	5/1/51	\$8,525,000.00
Excess Revenues:	Remain In Revenue Fund	
Reserve Fund Definition:	Maximum Annual Debt Assessments	
Reserve Fund Requirement:	\$989,553.13	
Reserve Fund Balance:	\$989,553.13	
Bonds outstanding - 9/30/2023		\$15,695,000.00
Less:	May 1, 2024 (Mandatory)	\$13,093,000.00
Current Bonds Outstanding	may 1,2027 (Manuacory)	\$15,695,000.00

\$29,525,000.00

**Total Current Bonds Outstanding** 



Community Development District

Unaudited Financial Reporting
March 31, 2024



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#### **Community Development District**

#### Combined Balance Sheet March 31, 2024

	General Fund	Ir	npact Fee Fund	E	ebt Service Fund		l Projects Fund	Totals Governmental Fund		
	runu		runu		runu	I	runa	GOVE	mmentai runt	
Assets:										
Cash:										
Operating Account	\$ 419,526	\$	104,541	\$	-	\$	-	\$	524,067	
Due from Impact Fee Fund	\$ 27,365	\$	-	\$	-	\$	-	\$	27,365	
Due from General Fund	\$ -	\$	-	\$	17,193	\$	-	\$	17,193	
Deposits	\$ 480	\$	-	\$	-	\$	-	\$	480	
Investments:										
Bank United	\$ 17,596	\$	-	\$	-	\$	-	\$	17,596	
Series 2016										
Reserve	\$ -	\$	-	\$	955,025	\$	-	\$	955,025	
Revenue	\$ -	\$	-	\$	1,069,742	\$	-	\$	1,069,742	
Construction	\$ -	\$	-	\$	-	\$	268	\$	268	
Series 2020										
Reserve	\$ -	\$	-	\$	989,553	\$	-	\$	989,553	
Revenue	\$ -	\$	-	\$	223,745	\$	-	\$	223,745	
Construction	\$ -	\$	-	\$	-	\$	89	\$	89	
Total Assets	\$ 464,967	\$	104,541	\$	3,255,258	\$	357	\$	3,825,124	
Liabilities:										
Accounts Payable	\$ 16,914	\$	_	\$	_	\$	-	\$	16,914	
Due to Debt Service	\$ 17,193	\$	_	\$	_	\$	-	\$	17,193	
Due to General Fund	\$ -	\$	27,365	\$	-	\$	-	\$	27,365	
Total Liabilites	\$ 34,107	\$	27,365	\$	-	\$	-	\$	61,472	
Fund Balance:										
Nonspendable:										
Prepaid Items	\$ 480	\$	-	\$	-	\$	-	\$	480	
Restricted for:										
Impact Fee	\$ -	\$	77,176	\$	-	\$	-	\$	77,176	
Debt Service - Series 2016	\$ -	\$	-	\$	2,041,727	\$	-	\$	2,041,727	
Debt Service - Series 2020	\$ -	\$	-	\$	1,213,531	\$	-	\$	1,213,531	
Capital Projects - Series 2016	\$ -	\$	-	\$	-	\$	268	\$	268	
Capital Projects - Series 2020	\$ -	\$	-	\$	-	\$	89	\$	89	
Unassigned	\$ 430,380	\$	-	\$	-	\$	-	\$	430,380	
Total Fund Balances	\$ 430,860	\$	77,176	\$	3,255,258	\$	357	\$	3,763,652	
Total Liabilities & Fund Balance	\$ 464,967	\$	104,541	\$	3,255,258	\$	357	\$	3,825,124	

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual	
	Budget	Thr	u 03/31/24	Thr	u 03/31/24	Variance
Revenues:						
Assessments - Tax Collector (Net)	\$ 318,757	\$	318,757	\$	311,947	\$ (6,810)
Assessments - Off Roll (Unplatted)	\$ 124,193	\$	124,195	\$	124,195	\$ -
Developer Deficit Funding	\$ 258,041	\$	129,020	\$	-	\$ (129,020)
Interest Income	\$ -	\$	-	\$	403	\$ 403
Total Revenues	\$ 700,990	\$	571,972	\$	436,544	\$ (135,428)
Expenditures:						
General & Administrative:						
Supervisor Fees	\$ 9,600	\$	4,800	\$	600	\$ 4,200
FICA Expense	\$ 734	\$	367	\$	46	\$ 321
Engineering	\$ 15,000	\$	7,500	\$	2,623	\$ 4,878
Dissemination	\$ 5,000	\$	2,500	\$	2,600	\$ (100)
Assessment Roll	\$ 5,000	\$	5,000	\$	5,000	\$ -
Property Appraiser	\$ 600	\$	300	\$	-	\$ 300
Arbitrage	\$ 1,150	\$	575	\$	500	\$ 75
Attorney	\$ 30,000	\$	15,000	\$	4,587	\$ 10,414
Annual Audit	\$ 5,100	\$	5,100	\$	5,100	\$ -
Trustee Fees	\$ 8,100	\$	8,100	\$	8,081	\$ 19
Management Fees	\$ 38,588	\$	19,294	\$	19,294	\$ (0)
Postage & Delivery	\$ 1,450	\$	725	\$	679	\$ 46
Copies	\$ 250	\$	125	\$	33	\$ 92
Insurance	\$ 6,426	\$	6,426	\$	6,076	\$ 350
Legal Advertising	\$ 2,500	\$	1,250	\$	-	\$ 1,250
Other Current Charges	\$ 350	\$	175	\$	-	\$ 175
Office Supplies	\$ 100	\$	50	\$	2	\$ 48
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$ -
Website Hosting/Compliance	\$ 1,553	\$	776	\$	776	\$ -
Total General & Administrative	\$ 131,676	\$	78,238	\$	56,172	\$ 22,067

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 03/31/24	Thr	u 03/31/24	١	Variance
Operations & Maintenance							
Field Expenditures							
Field Management	\$ 15,750	\$	7,875	\$	7,875	\$	-
Property Insurance	\$ 5,000	\$	5,000	\$	3,879	\$	1,121
Aquatic Control	\$ 40,584	\$	20,292	\$	25,474	\$	(5,182)
Mitigation Maintenance	\$ 7,100	\$	3,550	\$	1,695	\$	1,855
Midge Management	\$ 25,000	\$	12,500	\$	8,132	\$	4,368
Contingency	\$ 15,000	\$	7,500	\$	-	\$	7,500
Landscape Maintenance	\$ 286,000	\$	143,000	\$	135,515	\$	7,486
Landscaping Replacements	\$ 50,000	\$	25,000	\$	-	\$	25,000
Pond Fountain Maintenance	\$ 15,000	\$	7,500	\$	1,919	\$	5,581
Irrigation Consultant Services	\$ 6,000	\$	3,000	\$	3,000	\$	-
Irrigation Repairs	\$ 15,000	\$	7,500	\$	3,456	\$	4,044
General Repairs and Maintenance	\$ 15,000	\$	7,500	\$	2,236	\$	5,264
Electricity-Street Lights	\$ 43,694	\$	21,847	\$	320	\$	21,527
Water-Irrigation	\$ 64,182	\$	32,091	\$	19,668	\$	12,423
Capital Reserve	\$ 18,250	\$	9,125	\$	-	\$	9,125
Subtotal Field Expenditures	\$ 621,560	\$	313,280	\$	213,169	\$	100,111
<b>Total Operations &amp; Maintenance</b>	\$ 621,560	\$	313,280	\$	213,169	\$	100,111
Total Expenditures	\$ 753,236	\$	391,518	\$	269,341	\$	122,178
Excess (Deficiency) of Revenues over Expenditures	\$ (52,245)			\$	167,203		
Net Change in Fund Balance	\$ (52,245)			\$	167,203		
Fund Balance - Beginning	\$ 52,245			\$	263,657		
Fund Balance - Ending	\$ 0			\$	430,860		

#### **Community Development District**

#### **Impact Fee Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ac	lopted	Prorat	ed Budge		Actual		
	В	udget	Thru	03/31/24	Thru	03/31/24	V	<sup>7</sup> ariance
Revenues:								
Impact Fees	\$	-	\$	-	\$	74,928	\$	74,928
Interest	\$	-	\$	-	\$	-	\$	-
Total Revenues	\$	-	\$	-	\$	74,928	\$	74,928
Expenditures:								
Stormwater	\$	-	\$	-	\$	79,304	\$	(79,304)
Total Expenditures	\$	-	\$	-	\$	79,304	\$	(79,304)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(4,376)		
Net Change in Fund Balance	\$	-			\$	(4,376)		
Fund Balance - Beginning	\$	-			\$	81,552		
Fund Balance - Ending	\$	-			\$	77,176		

#### **Community Development District**

#### **Debt Service Fund Series 2016**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budge		Actual		
	Budget	Thru	u 03/31/24	Thr	u 03/31/24	1	/ariance
Revenues:							
Assessments - Tax Roll	\$ 954,993	\$	954,993	\$	933,648	\$	(21,345)
Interest	\$ 5,000	\$	2,500	\$	30,980	\$	28,480
Total Revenues	\$ 959,993	\$	957,493	\$	964,628	\$	7,135
Expenditures:							
Interest - 11/1	\$ 316,763	\$	316,763	\$	316,763	\$	-
Special Call - 11/1	\$ 15,000	\$	15,000	\$	20,000	\$	(5,000)
Principal - 5/1	\$ 325,000	\$	-	\$	-	\$	-
Interest - 5/1	\$ 316,763	\$	-	\$	-	\$	-
Total Expenditures	\$ 973,525	\$	331,763	\$	336,763	\$	(5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ (13,532)			\$	627,865		
Net Change in Fund Balance	\$ (13,532)			\$	627,865		
Fund Balance - Beginning	\$ 439,975			\$	1,413,862		
Fund Balance - Ending	\$ 426,443			\$	2,041,727		

#### **Community Development District**

#### **Debt Service Fund Series 2020**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pror	ated Budge		Actual		
		Budget	Thru	u 03/31/24	Thr	ru 03/31/24	V	ariance
Revenues:								
Assessments - Tax Roll	\$	32,759	\$	32,759	\$	32,059	\$	(700)
Assessments - Direct	\$	957,179	\$	110,803	\$	110,803	\$	-
Interest	\$	5,000	\$	2,500	\$	24,475	\$	21,975
Total Revenues	\$	994,938	\$	146,062	\$	167,337	\$	21,275
Expenditures:								
Interest - 11/1	\$	344,659	\$	344,659	\$	344,659	\$	(0)
Principal - 5/1	\$	305,000	\$	=	\$	-	\$	-
Interest - 5/1	\$	344,659	\$	-	\$	-	\$	-
Total Expenditures	\$	994,319	\$	344,659	\$	344,659	\$	(0)
Excess (Deficiency) of Revenues over Expendit	t \$	619			\$	(177,323)		
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	-	\$	-	\$	2	\$	2
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	2	\$	2
Net Change in Fund Balance	\$	619			\$	(177,321)		
Fund Balance - Beginning	\$	392,631			\$	1,390,852		
Fund Balance - Ending	\$	393,250			\$	1,213,531		

#### **Community Development District**

#### **Capital Projects Fund Series 2016**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ad	opted	Prorate	d Budget	Ac	ctual		
	Вι	ıdget	Thru 0	3/31/24	Thru 0	3/31/24	Var	iance
Revenues								
Interest	\$	-	\$	-	\$	5	\$	5
Total Revenues	\$	-	\$	-	\$	5	\$	5
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	5		
Net Change in Fund Balance	\$	-			\$	5		
Fund Balance - Beginning	\$	-			\$	263		
Fund Balance - Ending	\$	-			\$	268		

#### **Community Development District**

#### **Capital Projects Fund Series 2020**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	A	dopted	Prora	ted Budget	A	ctual		
	]	Budget	Thru	03/31/24	Thru 0	3/31/24	Va	riance
Revenues								
Interest	\$	-	\$	-	\$	2	\$	2
Total Revenues	\$	-	\$	-	\$	2	\$	2
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	2		
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	(2)	\$	(2)
<b>Total Other Financing Sources (Uses)</b>	\$	-	\$	-	\$	(2)	\$	(2)
Net Change in Fund Balance	\$	-			\$	(0)		
Fund Balance - Beginning	\$	-			\$	89		
Fund Balance - Ending	\$	-			\$	89		

## Community Development District Month to Month FY 2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Ap	r-24	May-24	Jun-24	Jul-24	Aug-24	Sep-	24	Total
Revenues:															
Assessments - Tax Collector (Net)	\$ -	\$ 46,320	\$ 251,644	\$ 9,068	\$ 2,746	\$ 2,169 \$		- \$	- \$	- \$	- \$	- \$	_	\$	311,947
Assessments - Off Roll (Unplatted)	\$ 29,123	\$ -	\$ 66,804	\$ -	\$ 28,267	\$ - \$		- \$	- \$	- \$	- \$	- \$	-	\$	124,195
Developer Deficit Funding	\$ -	\$ -	\$ -	\$ -	\$ - :	\$ - \$		- \$	- \$	- \$	- \$	- \$	-	\$	-
Interest Income	\$ 39	\$ 71	\$ 74	\$ 74	\$ 70	\$ 75 \$		- \$	- \$	- \$	- \$	- \$	-	\$	403
Total Revenues	\$ 29,162	\$ 46,391	\$ 318,522	\$ 9,142	\$ 31,082	\$ 2,244 \$		- \$	- \$	- \$	- \$	- \$		- \$	436,544
Expenditures:															
General & Administrative:															
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ - \$		- \$	- \$	- \$	- \$	- \$		- \$	600
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ 46	\$ - \$		- \$	- \$	- \$	- \$	- \$		- \$	46
Engineering	\$ -	\$ -	\$ 63	\$ 368	\$ 2,193	\$ - \$		- \$	- \$	- \$	- \$	- \$		- \$	2,623
Dissemination	\$ 517	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417 \$		- \$	- \$	- \$	- \$	- \$		- \$	2,600
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ - :	\$ - \$		- \$	- \$	- \$	- \$	- \$		- \$	5,000
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ - :	\$ - \$		- \$	- \$	- \$	- \$	- \$		- \$	,
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ - :	\$ 500 \$		- \$	- \$	- \$	- \$	- \$		- \$	500
Attorney	\$ 870	\$ -	\$ 673	\$ 1,291	\$ 1,754	\$ - \$		- \$	- \$	- \$	- \$	- \$		- \$	4,587
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 2,100 \$		- \$	- \$	- \$	- \$	- \$		- \$	5,100
Trustee Fees	\$ 4,041	\$ 4,041	\$ -	\$ -	\$ - :	\$ - \$		- \$	- \$	- \$	- \$	- \$		- \$	8,081
Management Fees	\$ 3,216	\$ 3,216	\$ 3,216	\$ 3,216	\$ 3,216	\$ 3,216 \$		- \$	- \$	- \$	- \$	- \$		- \$	19,294
Postage & Delivery	\$ 82	\$ 58	\$ 217	\$ 159	\$ 56	\$ 106 \$		- \$	- \$	- \$	- \$	- \$		- \$	679
Copies	\$ -	\$ -	\$ -	\$ -	\$ - :	\$ 33 \$		- \$	- \$	- \$	- \$	- \$		- \$	33
Insurance	\$ 6,076	\$ -	\$ -	\$ -	\$ - :	\$ - \$		- \$	- \$	- \$	- \$	- \$		- \$	6,076
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ - :	\$ - \$		- \$	- \$	- \$	- \$	- \$		- \$	
Other Current Charges	\$ -	\$ -	\$ _	\$ -	\$ - :	\$ - \$		- \$	- \$	- \$	- \$	- \$		- \$	
Office Supplies	\$ 0	\$ 1	\$ 0	\$ 0	\$ 0 :	\$ 0 \$		- \$	- \$	- \$	- \$	- \$		- \$	2
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ _	\$ -	\$ - :	\$ - \$		- \$	- \$	- \$	- \$	- \$		- \$	175
Website Hosting/Compliance	\$ 388	\$ -	\$ -	\$ 388	\$ - :	\$ - \$		- \$	- \$	- \$	- \$	- \$		- \$	
Total Administrative	\$ 20,365	\$ 7,732	\$ 4,585	\$ 5,837	\$ 11,281	\$ 6,372 \$		- \$	- \$	- \$	- \$	- \$		- \$	56,172

## Community Development District Month to Month FY 2024

	 Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24		May-24	Jun-24	Jul-24	Aug-24	Sep-	24	Total
Operations & Maintenance															
Field Expenditures															
Field Management	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ - \$	\$	- \$	- \$	- \$	- \$		- \$	7,875
Property Insurance	\$ 3,879	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	\$	- \$	- \$	- \$	- \$		- \$	3,879
Aquatic Control	\$ 4,156	\$ 4,264	\$ 4,264	\$ 4,264	\$ 4,264	\$ 4,264	\$ - \$	\$	- \$	- \$	- \$	- \$		- \$	25,474
Mitigation Maintenance	\$ 1,695	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	5	- \$	- \$	- \$	- \$		- \$	1,695
Midge Management	\$ 2,033	\$ 2,033	\$ 2,033	\$ 2,033	\$ -	\$ -	\$ - \$	5	- \$	- \$	- \$	- \$		- \$	8,132
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	\$	- \$	- \$	- \$	- \$		- \$	;
Landscape Maintenance	\$ 22,586	\$ 22,586	\$ 22,586	\$ 22,586	\$ 22,586	\$ 22,586	\$ - \$	\$	- \$	- \$	- \$	- \$		- \$	135,515
Landscaping Replacements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	\$	- \$	- \$	- \$	- \$		- \$	;
Pond Fountain Maintenance	\$ -	\$ 832	\$ -	\$ -	\$ 1,087	\$ -	\$ - \$	\$	- \$	- \$	- \$	- \$		- \$	1,919
Irrigation Consultant Services	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ - \$	\$	- \$	- \$	- \$	- \$		- \$	3,000
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 3,456	\$ -	\$ - \$	\$	- \$	- \$	- \$	- \$		- \$	3,456
General Repairs and Maintenance	\$ 1,951	\$ -	\$ -	\$ -	\$ 285	\$ -	\$ - \$	5	- \$	- \$	- \$	- \$		- \$	2,236
Electricity-Street Lights	\$ 54	\$ 55	\$ 53	\$ 52	\$ 52	\$ 54	\$ - \$	5	- \$	- \$	- \$	- \$		- \$	320
Water-Irrigation	\$ 3,826	\$ 3,750	\$ 1,288	\$ 1,169	\$ 3,620	\$ 6,014	\$ - \$	5	- \$	- \$	- \$	- \$		- \$	19,668
Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	\$	- \$	- \$	- \$	- \$		- \$	;
														\$	;
Total Field	\$ 41,993	\$ 35,332	\$ 32,036	\$ 31,916	\$ 37,162	\$ 34,730	\$ - \$	\$	- \$	- \$	- \$	- \$		- \$	213,169
Total Expenditures	\$ 62,358	\$ 43,063	\$ 36,620	\$ 37,753	\$ 48,443	\$ 41,103	\$ - 5	<b>5</b>	- \$	- \$	- \$	- \$		- 5	269,34
Excess (Deficiency) of Revenues over Expenditures	\$ (33,195)	\$ 3,328	\$ 281,902	\$ (28,612)	\$ (17,361)	\$ (38,859)	\$ - \$	5	- \$	- \$	- \$	- \$		- \$	167,203

#### **LIVE OAK LAKE**

# COMMUNITY DEVELOPMENT DISTRICT Long Term Debt Report FY 2024

Series :	2016, Capital Improvement Revenue B	onds
Interest Rate:	4.50%	
Maturity Date:	5/1/36	\$5,630,000.00
Interest Rate:	4.625%	
Maturity Date:	5/1/47	\$8,220,000.00
Excess Revenues:	Remain In Revenue Fund	
Reserve Fund Definition:	Maximum Annual Debt Assessments	
Reserve Fund Requirement:	\$955,025.00	
Reserve Fund Balance:	\$955,025.00	
Bonds outstanding - 9/30/2023		\$13,850,000.00
Less:	May 1, 2024 (Mandatory)	\$0.00
Less:	November 1, 2023 (Special Call)	(\$20,000.00)
Current Bonds Outstanding		\$13,830,000.00
Corios	2020, Capital Improvement Revenue B	Pands
Series :	2020, Capitai Impi ovement Kevenue b	ounus
Interest Rate:	3.125%	
Maturity Date:	5/1/25	\$615,000.00
Interest Rate:	3.800%	
Maturity Date:	5/1/30	\$1,745,000.00
Interest Rate:	4.400%	
Maturity Date:	5/1/40	\$4,810,000.00
Interest Rate:	4.600%	
Maturity Date:	5/1/51	\$8,525,000.00
Excess Revenues:	Remain In Revenue Fund	
Reserve Fund Definition:	Maximum Annual Debt Assessments	
Reserve Fund Requirement:	\$989,553.13	
Reserve Fund Balance:	\$989,553.13	
Bonds outstanding - 9/30/2023		\$15,695,000.00
Less:	May 1, 2024 (Mandatory)	\$13,073,000.00
Current Bonds Outstanding	riay 1, 2021 (Manadoly)	\$15,695,000.00

\$29,525,000.00

**Total Current Bonds Outstanding** 

## SECTION 3



## MARY JANE ARRINGTON OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 19, 2024

Ms. Brittany Brookes
Recording Secretary
Live Oak Lake Community Development District
219 E. Livingston St.
Orlando, FL 32801

RE: Live Oak Lake Community Development District - Registered Voters

Dear Ms. Brookes:

Thank you for your letter requesting confirmation of the number of registered voters within the Live Oak Lake Community Development District as of April 15, 2024.

The number of registered voters within the Live Oak Lake CDD is 1,307 as of April 15, 2024.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington Supervisor of Elections

