

***Rolling Oaks  
Community Development District***

***Agenda***

***November 14, 2023***

# AGENDA



# *Rolling Oaks*

## *Community Development District*

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219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

November 10, 2023

**Board of Supervisors  
Rolling Oaks Community  
Development District**

Dear Board Members:

The meeting of the Board of Supervisors of **Rolling Oaks Community Development District** will be held **Tuesday, November 14, 2023, at 5:00 PM at Margaritaville Resort Orlando, 8000 Fins Up Circle, Kissimmee, Florida 34747.** Following is the **revised** agenda for the meeting:

**Zoom Webinar Information:**

Link: <https://us06web.zoom.us/j/85744403825>

Webinar ID: 857 4440 3825

Call-in Number: 1-305-224-1968

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the October 26, 2023 Board of Supervisors Meeting
4. Review of Landscape Maintenance Service Proposals
  - A. Creative North
  - B. Down to Earth
  - C. Floralawn
  - D. Omegascapes
  - E. Prince & Sons
  - F. United Land Services
  - G. Weber ES/Continuum
  - H. Yellowstone
5. Consideration of Landscape Maintenance Service Provider
6. Presentation of Series 2016 Rebate Report - ADDED
7. Consideration of Data and Sharing Usage Agreement with Osceola County Property Appraiser - ADDED
8. Staff Reports
  - A. Attorney
    - i. Update on Status of Boundary Expansion Petition
  - B. Engineer
  - C. District Manager's Report
9. Supervisor's Requests
10. Next Meeting Date – January 25, 2024
11. Adjournment

# SECTION III

**MINUTES OF MEETING  
ROLLING OAKS  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Rolling Oaks Community Development District was held Thursday, **October 26, 2023** at 1:00 p.m. at the Margaritaville Resort Orlando, 8000 Fins Up Circle, Kissimmee, Florida.

Present and constituting a quorum were:

John Chiste	Chairman
Jared Bouskila	Vice Chairman <i>via Zoom</i>
Peter Brown	Assistant Secretary
Steven Dougherty	Assistant Secretary

Also present were:

Tricia Adams	Manager
Vivek Babbar	Attorney <i>via Zoom</i>
Dave Schmitt	Engineer <i>via Zoom</i>

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Adams called the meeting to order at 1:00 p.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being no comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the September 28,  
2023 Audit Committee Meeting and Board of  
Supervisors Meeting**

<p>On MOTION by Mr. Chiste seconded by Mr. Brown with all in favor the minutes of the September 28, 2023 audit committee meeting were accepted and the minutes of the September 28, 2023 board meeting were approved as presented.</p>
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**FOURTH ORDER OF BUSINESS**

**Review of Fiscal Year 2022 Audit**

Ms. Adams stated the auditor notes there are no deficiencies in internal controls, the financials for Rolling Oaks Community Development District are in compliance with government auditing standards, there are no prior year or current year findings, there are no conditions of financial emergency; this is a clean audit.

On MOTION by Mr. Bouskila seconded by Mr. Chiste with all in favor Accepting the fiscal year 2022 audit was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2023 Audit Engagement Letter**

Ms. Adams stated recently the board met and accepted the rankings of the audit committee and this is a five-year agreement with DiBartolomeo and the fee for Fiscal Year 2023 is \$3,400 which is in accordance with the proposal.

On MOTION by Mr. Chiste seconded by Mr. Dougherty with all in favor the Engagement Letter with DiBartolomeo McBee Hartley & Barnes, P.A. was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-01 Amending the Fiscal Year 2023 Budget**

Ms. Adams stated Chapter 189, F.S. requires that within 60-days of the end of the fiscal year that the board adopt a resolution increasing appropriations if necessary. We did have some changes to some the spending this year related to landscape maintenance. There is an amended revenue to \$726,916 and amended expenditures in that same amount.

Mr. Bouskila asked is the revenue based on the number of lots?

Ms. Adams responded yes, in the Fiscal Year 2023 budget there were on-roll platted lots and developer contributions.

Mr. Chiste stated from last year's budget to this year the assessments stayed basically stayed the same, but the developer contributions went up.

Mr. Bouskila asked if there is a fixed number of units being billed out is this a function that the overall budget is going up, but we want to keep the amount previously approved fixed and any incremental amount the developer will cover?

Ms. Adams stated this does not have any impact on the future, this is memorializing the spending from the last fiscal year that ended September 30<sup>th</sup>.

Mr. Bouskila stated this is the activity closed on September 30, 2023; it has nothing to do with the 2024 budget.

Ms. Adams stated yes.

On MOTION by Mr. Bouskila seconded by Mr. Dougherty with all in favor Resolution 2024-01 Amending the Fiscal Year 2023 Budget was approved.

**SEVENTH ORDER OF BUSINESS**

**Discussion of Landscape RFP Process**

Ms. Adams stated the next two items dovetail together. We have worked with Supervisor Brown as directed by the board to finalize the project manual for landscape maintenance services including irrigation maintenance. That project manual was released to approximately eight potential bidders. We have received confirming responses from several of the bidders that they plan to attend a pre-bid conference, which will be held later today. We expect to receive proposals in early November, and we would like to schedule a special board meeting to review the landscape proposals Tuesday, November 14<sup>th</sup> at 5:00 p.m.

Mr. Chiste stated we will all be in town.

Ms. Adams stated if the board is okay with that, we will schedule your November meeting for November 14, 2023 at 5:00 p.m. We expect to have a limited agenda with the emphasis on the review of the landscape maintenance proposals, select a provider and direct staff to enter into an agreement.

**EIGHTH ORDER OF BUSINESS**

**Discussion of Special Board Meeting to Review Landscape Maintenance Proposals and Award of Contract**

This item was taken earlier in the meeting.

**NINTH ORDER OF BUSINESS**

**Consideration of the Revised Fiscal Year 2024 Meeting Schedule**

Ms. Adams stated we took off the November meeting date and replaced it with November 14, 2023 at 5:00 p.m. Your December meeting is scheduled for December 28<sup>th</sup> and it is likely that we won't get a quorum and we can cancel that meeting.

On MOTION by Mr. Bouskila seconded by Mr. Brown with all in favor the revised meeting schedule for fiscal year 2024 was approved as amended, November meeting will be held November 14, 2023 at 5:00 p.m., no meeting in December and other meetings scheduled as presented.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

**i. Update on Status of Boundary Expansion Petition**

Mr. Babbar stated we are working on the exhibits to the petition to expand the district boundaries with some of the other consultants. Once we have those, we will finalize the petition and circulate it for signature and file it with the county by sometime in November.

**B. Engineer**

Mr. Schmitt stated we are working on the updated CDD boundary and that will be updated as soon as possible. We are working with the surveyor and others to get updated exhibits and reports, etc.

**C. Manager**

**i. Approval of Check Register**

On MOTION by Mr. Chiste seconded by Mr. Brown with all in favor the check register was approved.

**ii. Balance Sheet and Income Statement**

A copy of the balance sheet and income statement were included in the agenda package.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being no comments, the next item followed.

**TWELFTH ORDER OF BUSINESS                      Next Meeting Date – November 14, 2023**

Ms. Adams stated the next scheduled meeting will be November 14, 2023 at 5:00 p.m.

**THIRTEENTH ORDER OF BUSINESS                      Adjournment**

On MOTION by Mr. Brown seconded by Mr. Bouskila with all in favor the meeting adjourned at 1:13 p.m.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION IV





# Creative North, Inc.

PROPERTY MAINTENANCE - LANDSCAPE CONTRACTORS

Creative North is a full-service family owned and operated Landscape and Irrigation contracting company. Servicing the Florida region for over 30 years. Creative North's reputation for quality is the foundation of our Success. Creative North has developed a solid reputation for customer satisfaction and has offered the most complete line of residential and commercial Landscape and Irrigation services the industry has to offer.

## Service Area Capabilities

- Corporate Office - Weston, FL
- Satellite Office - Kissimmee, FL
- South Florida - Local Staff (Current Employee Count = (29)  
(Miami-Dade • Broward • Palm Beach)
- Central Florida - Local Staff (Current Employee Count = (42)  
(Kissimmee • Orlando • Tampa)

## Creative North Leadership Team (Kissimmee, FL

1. General Manager (1)
2. Landscape Maintenance Operations Manager (1)
3. Landscape Maintenance Foreman (2)
4. Irrigation Installation and Maintenance Foreman (2)
5. Landscape Installation Manager (1)
6. Pest Control Foreman (1)

## Core Competency Advantages

- Landscape and Irrigation Design
- Irrigation Repairs and Maintenance
- Water Conservation Management
- Drainage - Grading and Erosion Control
- Landscape Maintenance
- Pest Control (IPM) Services
- Tree Services
- Sod and Mulch Installations
- Seasonal Flower Rotation
- Artificial Turf Installation
- Landscape LED Low Voltage Lighting

## Work Record and Experience

- Encore Reunion West Kissimmee, FL (Landscape - Irrigation Installation, Landscape - Irrigation Maintenance)
- Ruionion West CDD Kissimmee, FL (Landscape - Irrigation Maintenance)
- Reunion West Club House Kissimmee, FL (Landscape - Irrigation Installation, Landscape - Irrigation Maintenance)
- Margaritaville Phase 4&5 CDD Kissimmee, FL (Landscape - Irrigation Installation, Landscape - Irrigation Maintenance)
- Margaritaville Cottages Phase 5,6 and 7 Kissimmee, FL (Landscape - Irrigation Installation, Landscape - Irrigation Maintenance)
- Margaritaville HUB Office building Kissimmee, FL (Landscape - Irrigation Installation, Landscape - Irrigation Maintenance)

\*Additional work experience and references available upon request.

## Financial Capabilities

- Stable Work Force Environment
- Service Equipment Assets (100% Debt free)
- Vehicle Fleet and Heavy Equipment Assets (85% Debt free)
- Industry Manufacturers and Distributors resources (Offering CNI Product Availability and Pricing Incentives)
- UF/IFAS Educational and Extension agent support (Training - Personnel Development and Stability)
- Steady Organic Business Sales Growth (9/30/2022 \$5,109,936  
(9/30/2023 \$6,690,619)



*"Built on Reputation"*

### **Creative North Inc.**

1565 North Park Drive Suite #102  
Weston, Florida 33326  
creativenorthinc.com

Miami-Dade

Broward

Palm Beach

Kissimmee

Orlando

Tampa

**EXHIBIT 2 - FEE SUMMARY ROLLING OAKS CDD**

Contractor: CREATIVE NORTH, INC.

Address: 1565 NORTH PARK DRIVE, SUITE 102 WESTON,  
FL 33326  
Phone: 954 616-5262  
Fax: N/A  
Contact: Carlos Pedroso

Property: Rolling Oaks  
CDD

Address: 219 East Livingston Street  
Orlando, FL 32801  
Phone: 407-841-6524  
Fax:  
Contact: Tricia L. Adams  
GMS Central Florida  
Dates: through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>GENERAL SERVICES</b> (Schedule A)	24,455	20,158	20,158	21,643	28,910	23,128	28,910	23,128	23,128	28,910	20,158	20,158	\$282,844
<b>TURF CARE</b> (Schedule B)	225	225	2,150	225	225	2,550	225	4,215	225	2,025	825	375	\$13,490
<b>TREE / SHRUB CARE</b> (Schedule C) <i>Pricing includes OTC treatment for specialty palms.</i>		4,172		5,025		675		4,775		4,847		5,025	\$24,519
<b>*BEDDING PLANTS</b> (Schedule D) <i>No annual flowers currently located on property. For installation pricing, Creative North will default to "Exhibit 3, Seasonal Color"</i>													\$0
<b>*BED DRESSING</b> (Schedule D) <i>Bidder's estimated cubic yards for annual installation: 600</i>										28,000			\$28,000
<b>PALM TRIMMING</b> (Schedule D)  <i>87 Date palms 386 Washingtonian Palm 438 Other palms</i>		11,580				5,510		11,580 9,380				5,510	\$43,560
<b>IRRIGATION MAINT.</b> (Schedule E)	1,179	1,179	1,179	1,179	1,179	1,179	1,179	1,179	1,179	1,179	1,179	1,179	\$14,148
<b>TOTAL FEE PER MONTH:</b>	\$25,859	\$37,314	\$23,487	\$28,072	\$30,314	\$33,042	\$30,314	\$54,257	\$24,532	\$64,961	\$22,162	\$32,247	\$378,561

AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD, AND FOURTH ANNUAL RENEWALS.

TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIRST YEAR	\$ 350,561.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) SECOND YEAR	\$ 361,077.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) THIRD YEAR	\$ 371,910.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FOURTH YEAR	\$ 383,067.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIFTH YEAR	\$ 394,559.00

\*Bedding plants and bed dressing are only installed with written permission and the District may forgo installation and commensurate costs of bedding plant and bed dressing for any length of time; Due to potential variance in estimated quantity for annual mulch installation, this item will be reviewed separately with unit costs and is not included with total annual fees.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/14/2023

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).

<b>PRODUCER</b> CGB Insurance, LLC 2531 Green Forest Lane #101 Lutz FL 33558		<b>CONTACT NAME:</b> Service Team <b>PHONE (A/C, No, Ext):</b> (813) 749-7948 <b>E-MAIL ADDRESS:</b> service@cgbinsurance.com		<b>FAX (A/C, No):</b> (813) 200-2120	
<b>INSURED</b> Creative North, Inc 1565 Northpark Dr #102 Weston FL 33326		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> Depositors Insurance Co		42587	
		<b>INSURER B:</b> National Specialty Insurance Company		22608	
		<b>INSURER C:</b> Evanston Insurance Company		35378	
		<b>INSURER D:</b> Associated Industries		23140	
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 2023-2024 Master      **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	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ACP GLDO 3048888317	07/15/2023	07/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			GMI-0116-03	07/15/2023	07/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MKLV2EUL105676	07/15/2023	07/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE    OTH-ER
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC1185307	08/20/2022	08/20/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  For Bidding Purposes Only	<b>CANCELLATION</b>  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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**AFFIDAVIT OF NON-COLLUSION**

STATE OF FLORIDA  
COUNTY OF BROWARD

I CARLOS E. VILLANUEVA, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a PRESIDENT in the firm of CREATIVE NORTH INC, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.


Dated this 07 day of NOVEMBER, 2023.

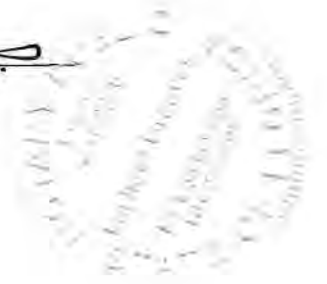
  
Signature by authorized representative of Proposer

State of FLORIDA  
County of BROWARD

The foregoing instrument was acknowledged before me this 7 day of NOVEMBER, 2023, by CARLOS VILLANUEVA, of the CREATIVE NORTH INC who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.



  
Signature of Notary taking acknowledgment



**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape maintenance services has been submitted on this 7<sup>th</sup> day of November, 2023 by **CREATIVE NORTH, INC** [company] whose business address is **1565 NORTH PARK DRIVE, SUITE 102 WESTON, FL 33326** telephone number is **954 616-5262**, and electronic mail address is **INFO@CREATIVENORTHINC.COM**.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Owners consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Owners.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.


Addendum No. 1 dated November 6, 2023  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

  
\_\_\_\_\_  
Signature by authorized representative of Proposer

County of BROWARD

The foregoing instrument was acknowledged before me this 7 day of NOVEMBER, 2023, by CARLOS VILLANUEVA, of the CREATIVE NORTH INC who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.



  
\_\_\_\_\_  
Signature of Notary taking acknowledgment





# ROLLING OAKS COMMUNITY DEVELOPMENT DISTRICT

## CONTRACT DOCUMENT

**THIS AGREEMENT** (“Agreement”) is made and enter into effective as of the 7<sup>th</sup> day of November, 2023, between the **ROLLING OAKS COMMUNITY DEVELOPMENT DISTRICT** (the “District” or “Owner”) whose mailing address is, 219 East Livingston Street, Orlando, Florida, 32801, and **CREATIVE NORTHIN, INC** (hereinafter referred to as “Contractor”), whose address is **1565 NORTH PARK DRIVE, SUITE 102 WESTON, FL 33326**

### WITNESSETH:

Subject to, and upon the terms and conditions of, this Agreement, including the terms of the Request for Proposal (the “Proposal”) and Definitions section of this Agreement, and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

#### 1. DEFINITIONS.

(a) Agreement. The Agreement consists of this Maintenance Services, Agreement, the Scope of Work, the Fee Summaries, the Service Area Map, Form of General Release, and the Work Authorization form. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 8.

(b) Services. The term Services as used in this Agreement shall be construed to include all Services set forth in Exhibit 1, all obligations of Contractor under this Agreement, including any addenda or special conditions, and where any Work Authorizations have been issued pursuant to Article 8 of this Agreement, the changed services set forth therein.

(b) Any terms not defined herein shall have the meanings set forth in the Proposal.

#### 2. SCOPE OF WORK.

(a) A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement shall be as follows: The services as generally indicated by the documents identified in Exhibit 1 (attached hereto and incorporated herein by reference).

(b) The following List of Exhibits, all of which are attached hereto and incorporated herein, is applicable to the Services:

- i. Exhibit 1, Scope of Work
- ii. Exhibit 2, Fee Summary
- iii. Exhibit 3, Extra Services Pricing Summary
- iv. Exhibit 4, Service Area Map
- v. Exhibit 5, Work Authorization Form

3. COMMENCEMENT OF SERVICES. Contractor shall commence its Services on November 7, 2023, upon receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Agreement documents, including but not limited to schedules set forth within the Scope of Work.

4. DISTRICT MANAGER.

(a) The Owner's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the Owner, which is Governmental Management Services CF, LLC, whose mailing address is 219 East Livingston Street Orlando, FL 32801, Attention: Tricia L. Adams; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the Owner; provided, however, that the Owner (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

5. BASIS FOR COMPENSATION AND PAYMENTS.

(a) Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Work Authorizations as defined in Section 5(d), the Owner shall pay to Contractor for its Services as set forth in Article 2, a monthly fee based on the amounts reflected in Exhibit 2, plus additional fees for services rendered in connection with Work Authorizations as defined below.

(b) The Contractor shall on the 15<sup>th</sup> day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.

(c) Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make monthly payments to the Contractor on account of the Fixed Fee plus additional fees in connection with Work Authorizations. Such monthly payments shall be made on or before the 30<sup>th</sup> day of each calendar month or the 30<sup>th</sup> day after receipt by the Owner of the Contractor's Application for Payment and of such documentation to verify the amount owned as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.

(d) Work Authorizations shall mean orders or directives, in the form attached hereto as Exhibit 5, issued by the Owner. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the Owner's sole discretion, such

amount to be invoiced and paid in accordance with the terms set forth in this article, in accordance with paragraphs b. and c. above. Exhibit 3 provides pricing for additional services ("Extra Services") in the event they are required. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of Owner to perform the same.

(f) Owner retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2, or as amended in any Work Authorization. Should this occur, a revised Scope of Work and Fee Summary will be agreed upon in writing by both Owner and Contractor.

#### 6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to Owner that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iv) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (v) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the Owner that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement Documents.

#### 7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the Owner's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for Owner's review upon request. Contractor shall enforce strict discipline and good order among its employees on the Owner's premises.

(b) Contractor is an independent contractor and not an employee of the Owner. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the Owner and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the Owner.



8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

(b) Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the Owner's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the Owner that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the Owner of any such orders or requirements upon receipt of same.

(c) The Owner is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the Owner). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the Owner has undertaken or assumed any part of that responsibility.

(c) Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor acknowledges and understands that the Owner is a local unit of special purpose government and as a unit of government is subject to certain requirements under Chapter 119 and Chapter 289, Florida Statutes. Any books, documents, records, correspondence or other information kept or obtained by the Owner or furnished by the Owner to Contractor in connection with the services contemplated herein and/or Owner's facilities and any related records are property of the Owner. Contractor agrees and acknowledges that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, Florida Statutes. Contractor agrees and acknowledges that any and all such books, documents, records, correspondence or other information are subject to inspection and copying by members of the public pursuant to Chapter 119, Florida Statutes. If Contractor does not comply with a public records request as required by law, that failure to comply shall be considered a default under the Proposal and the Owner may seek to enforce the Proposal accordingly.

(b) Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the Services. Contractor shall provide the public with access to public records on the same terms and conditions that the Owner would provide the records, and a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Contractor shall meet all requirements for maintaining public records and transfer, at no cost, to the Owner all public records in Contractor's possession upon termination of this Proposal and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, provided that Contractor shall be entitled to retain copies of any records it deems necessary to comply with IRS, Florida Department of Revenue and any other regulatory agencies or necessary for Contractor's defense of any claims by Owner or any third party resulting from Contractor's performance under this Proposal. All records stored electronically shall be provided to the Owner in a format that is compatible with the information technology systems of the Owner so long as Contractor does not incur unreasonable cost or expense in doing so.

## 11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000 and \$2,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

(iii) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on

forms acceptable to Owner and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner; the insurance required under paragraph 11(a)(i) shall name the Owner as an additional insured. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the Owner's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the Owner, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the Owner, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as Exhibit 5, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the Owner and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or



anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to Owner, as required in the sole discretion of the Owner, to ensure satisfactory performance of the Services provided hereunder.

#### 16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for Extra Services performed pursuant to Articles 5, through the date of termination.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such manner as Owner deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended

third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. TERM. Owner desires to employ the services of Contractor to perform the herein described services for a period beginning on the date as described in Article 3, and ending on November 7, 2024 (the "Initial Termination Date"). Thereafter, Owner has the option of renewing the contract for a period of not to exceed two (2) years by submitting written notice that Owner said option to Contractor on or before the Initial Termination Date.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to Owner:                   ROLLING OAKS COMMUNITY DEVELOPMENT  
                                          DISTRICT  
                                          219 East Livingston Street  
                                          Orlando, FL 32801  
                                          ATTN: Tricia L. Adams, District Manager

If to Contractor:           CREATIVE NORTH, INC.  
                                          1565 NORTH PARK DRIVE,  
                                          SUITE 102  
                                          WESTON, FL 33326

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

28. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District,

**the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.**

(a) 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.



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

**CONTRACTOR:**  
**CREATIVE NORTH, INC.**

**OWNER:**  
**ROLLING OAKS**  
**COMMUNITY DEVELOPMENT**  
**DISTRICT, a**  
Florida community development District



Print: CARLOS VILLANUEVA

Title: PRESIDENT

Date: 11/07/23

\_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT 1 –SCOPE OF WORK**

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

### **SCHEDULE "A" – GENERAL SERVICES**

#### **A. Turf Maintenance**

*Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high profile areas such as the primary entrances, clubhouse and pool areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation (or as approved by CDD representative if maintenance activities will take place during normal business hours). In the event it becomes necessary to make a change in the mowing schedule for any reason, a CDD representative must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.*

##### **1. Mowing**

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Bahia turf shall be mowed weekly during the growing season from March 15<sup>th</sup> through October 15<sup>th</sup> and bi-weekly during the non-growing season from October 15<sup>th</sup> through March 15<sup>th</sup>. Based on this schedule, it is estimated that the contractor will perform a minimum of 40 and a maximum of 42 mowing cycles per 12-month period in the performance of this contract. 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 a CDD representative. Should the number of mowing cycles fall below 40 in any contract year during the term of this agreement, the contractor will reduce the next month's billing by the amount per cycle for each cycle missed. CDD will pay contractor the per cycle amount for each mowing cycle in excess of 42 per contract year when a CDD representative requests additional mowing cycles. This will be invoiced at the contracted price per cycle in the month following the end of the contract period. Bahia turf in power line easements will be mowed eight (8) times per year.
- c. Bahia turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing height for Bahia turf will be set at 3½" to 4". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
- e. Zoysia turf shall be mowed based on 40 to 42 mowing cycles per 12-month period in the performance of this contract. 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 owner or owner's representative.
- f. Zoysia turf shall be cut with a reel or rotary mower to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.

- g. Mowing height for Zoysia turf will be set at 2-3". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
- h. Contractor shall complete a minimum of two passes along all waterways with a 50" or 60" mower discharging clippings away from the water.
- i. 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 unacceptable and if it occurs they shall be removed prior to the end of each service day.
- j. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of a CDD representative. Replacement material will be of similar size to the material being replaced.

## 2. Aeration/Overseeding

- a. Bermuda turf will be aerated four (4) times per year in the months of February, May, August and November. Aeration is to be performed utilizing a core aerator and dragging the turf upon completion.
- b. Bermuda turf will be top dressed immediately after two (2) aerations with 3/16" of USGA approved sand as specified in schedule. (May and November)

## 3. Edging

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

## 4. String Trimming

- a. 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 mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be an acceptable practice to string trim bed edges or small areas that may be cut utilizing a push type walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of a CDD representative.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.
- e. Damage caused by string trimming to the base of tree and palms is unacceptable and Contractor shall replace trees or palms at their cost that succumb to pests or fungus that enter through damaged bark base of said trees.

## 5. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

## 6. Damage Prevention/Repair

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

## B. Detail

*Detailing of planted areas will be performed weekly in a sectional method. The contractor will completely detail the entire property once every three weeks. High traffic and focal areas and as such will be included in each detail to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.*

### 1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by a CDD representative.
- c. 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 a 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.
  - Maintain clearance from shrubs in bed areas.

- Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
  - e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
  - f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
  - g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut one time per year.
  - h. Cape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by a CDD representative.
  - i. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

## 2. Edging

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

## 3. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

## C. General

### 1. Policing

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



- b. Contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off-site.
- d. Contractor will provide maintenance of traffic during maintenance of roadway areas such as placing traffic cones, redirecting or guiding the flow of traffic.

## 2. Communication

- a. Daily, the contractor will communicate with a CDD representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by a CDD representative which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to a CDD representative by the 5<sup>th</sup> of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre inspection meeting.

## 3 Staffing

- a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate daily with the property's manager and submit a report of the crew's accomplishments at the end of each week to Management. 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 a CDD representative prior to any such change. This will assure Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. 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 to include all rain, cold weather gear and hats.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a GPCO.
- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or

pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee. Contractor is expected to staff the property with adequately trained personnel, five days per week, Monday through Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 5:00 PM. No power equipment operating near homes before 9:00 AM. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 4 PM on an as needed basis. Management approval is required.

**SCHEDULE "B" – TURF CARE PROGRAM - BAHIA** (If included, see Exhibit 2 Fee Summary)

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

**B. Application Requirements**

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- d. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- e. The irrigation system will be fully operational prior to any fertilizer application.

- f. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
2. Insect/Disease Control
    - a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
    - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
  3. Weed Control
    - a. Weed control will be limited to the broadleaf variety under this program.
    - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
  4. Warranty
 

No warranty is provided for Bahia turf.

**SCHEDULE "B" – TURF CARE PROGRAM - ZOYSIA**

**A. Application Schedule - Zoysia**

<u>Month</u>	<u>Application</u>
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March:	Fertilization (granular 20-0-10) with 1lb N to 1lb K, 50% slow release w/minors. Spot treat weeds and treat fungal and insect activity as necessary.
April:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
May:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
June:	Fertilization (granular 20-0-10) with .5lb N, slow release w/minors. Insect/weed/disease control as necessary.
July:	Liquid fertilization with .5lb N w/ Iron. Insect/weed/disease control as necessary.
August:	Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspect/treat fungal activity.
September:	Fertilization with 14-0-40 or similar. Weed/insect/disease control as necessary.
October:	Liquid Fertilization with .25lb N, with Iron, post emergent weed control, insect/disease control as necessary.
November:	Blanket pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.



December: Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspect/treat fungal activity.

## **B. Application Requirements**

### 1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

### 2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

### 3. Weed Control

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

### 4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes high traffic areas, drainage problems, or acts of God.

## **A. Application Requirements**

### **1. Fertilization**

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- c. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical make up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

### **2. Insect/Disease Control**

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
- c. TopChoice will be applied in early May for insect control.

### **3. Weed Control**

- a. Sedge and Crabgrass control are included as a part of this program.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, high traffic areas, drainage problems, or acts of God. In the event these conditions are pre-existing, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

**SCHEDULE “C” – TREE/SHRUB CARE PROGRAM** (If included, see Exhibit 2 Fee Summary)

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization and insect/disease control as needed
March/April:	Insect/disease control/fertilization as needed
May/June:	Insect/disease control. Fertilization as needed.
July/August:	Minor nutrient blend with insect/disease control
October:	Fall granular fertilization and insect/disease control as needed
December:	Insect/disease control/fertilization as needed

**B. Application Requirements**

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
- b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 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.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- e. 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.

- f. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- g. 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.
- h. The irrigation system will be fully operational prior to any fertilizer application.
- i. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

## 2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- e. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

## 3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation along with OTC injections three (3) times per year.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

## 4. Warranty

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

## **SCHEDULE "D" – SPECIAL SERVICES** (If included, see Schedule "D" Fee Summary)

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

### **A. Bedding Plants**

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

1. Schedule

- a. All flower beds on the property will be changed out four (4) times per year during the months of January, April, July and October.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from a or CDD representative before installation. No seasonal flowers should be installed without written approval from a CDD representative. The CDD reserves the right to forgo seasonal flowers and commensurate billing for whatever time period deemed necessary by the CDD representative.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to a CDD representative.

3. Maintenance

- a. Flower beds and urns unique to Rolling Oaks CDD/Margaritaville will be reviewed daily or at each service visit for the following:
  - Removal of all litter and debris.
  - Beds are to remain weed – free at all times.
  - All declining blooms are to be removed immediately.
  - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from 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.



- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. 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.

#### 4. Warranty

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

### 5. Bed Dressing

#### a. Schedule

- Bed dressing will be replenished in all bed areas according to the month indicated on the Exhibit 2 Fee Summary.
- Application will be completed within a three week time period.

#### b. Installation

- Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- 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 a CDD representative.
- If mulch becomes infested with green algae then mulch areas compromised shall be replaced entirely.
- No bed dressing should be installed without written approval from a CDD representative. The CDD reserves the right to increase or decrease quantities based on site conditions or to altogether forgo bed dressing (and commensurate billing) for whatever time period deemed necessary by the CDD representative.
- A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

### 6. Palm Trimming

- a. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' CT will be trimmed two times per year in June and December. 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.
- b. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- c. Washingtonia palms in excess of 12' CT will be trimmed two times per year in the months of February and August.
- d. All palms other than Washingtonia, in excess 12' CT will be trimmed once per year in the month of August.

- e. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- f. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of a CDD representative.
- g. When trimming, cut the frond close to the trunk without leaving "stub

**SCHEDULE "E" – IRRIGATION MAINTENANCE** (If included, see Schedule "E" Fee Summary)

A. Frequency of Service

- a. Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week.
- b. The irrigation inspection will be performed during the same week(s) each month.

B. Specifications

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Visually check all landscape areas irrigated with drip lines to ensure proper water flow and pressure.
4. Clean filters located at each zone valve monthly if applicable.
5. Clean, straighten or adjust any heads not functioning properly.
6. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
7. Report any valve or valve box that may be damaged in any way.
8. Leave areas in which repairs or adjustments are made free of debris.
9. Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
10. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates as outlined in "Exhibit 3 – Extra Services Pricing Summary".
- b. Request for authorization must be submitted to a CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by a CDD representative prior to initiating any work.

2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates as outlined in "Exhibit 3 – Extra Services Pricing Summary".
- b. When not an emergency, request for authorization must be submitted in written form

to a CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by a CDD representative prior to initiating any work.



3. 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.
  - a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
4. 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.
5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. 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.
7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

CNI - Rolling Oaks CDD schedule of services 2024

Service	January	February	March	April	May	June	July	August	September	October	November	December	Total Services
<b>Schedule "A" - GENERAL SERVICES</b>													
A. Turf Maintenance	2	2	2	3	5	4	5	4	4	5	2	2	40
B. Detail/C. General	5	4	4	4	5	4	5	4	4	5	4	4	52
<b>Schedule "B" - TURF CARE PROGRAM</b>													
Bahia	1	1	1	1	1	1	1	1	1	1	1	1	3
Zovsia													12
<b>Schedule "C" - TREE/SHRUB CARE PROGRAM</b>													
A. Application Schedule	1	1	1	1	1	1	1	1	1	1	1	1	6
3. Specialty palms OTC treatment				1	1	1	1	1	1	1	1	1	3
<b>Schedule "D" - SPECIAL SERVICES</b>													
No annual flowers were located on the property. For scheduling annual flower installation, Creative North will default to the request of the district.													
A. Bedding plants										1			1
5. Bed Dressing								2					5
6. Palm Trimming													1
<b>Schedule "E" - IRRIGATION MAINTENANCE</b>													
A. Frequency of service	4	4	4	4	4	4	4	4	4	4	4	4	48

**Total monthly service** 12 13 13 12 14 14 15 15 16 16 17 17 18 18 11 14

**Total services for the year** 170

## EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY

**Contractor: CREATIVE NORTH, INC.**

<u>Material</u>	<u>Description</u>	<u>Price</u>
<b>Mulch</b>	Price/yard installed for quantities <u>over</u> 100 cubic yards Cocoa Brown	<u>\$40.00</u>
	Price/yard installed for quantities <u>under</u> 100 cubic yards Cocoa Brown	<u>\$40.00</u>
	Price per 3 cubic foot bag of Mulch Cocoa Brown	<u>\$6.25</u>
<b>Hard Materials</b>	Price per bag for Seminole Chips	<u>\$18.00</u>
	Price per ton for Seminole Chips	<u>\$360.00</u>
	Price per ton for 3"-5" River Jack	<u>\$360.00</u>
<b>Seasonal Color</b>	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	<u>\$2.30</u>
	Bed preparation and installation per 1 gallon pot	<u>\$3.75</u>
	Supply and install 8" to 10" hanging basket	<u>\$30.00</u>
	Assemble 20" to 36" diameter floral pot with centerpiece plant	<u>\$50.00</u>
<b>Sod (St. Augustine)</b>	<i>Turf preparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	<u>\$0.80</u>
	Square foot price for quantities between 1,000 and 3,000 square feet	<u>\$0.70</u>
	Square foot price for quantities between 3,000 and 10,000 square feet	<u>\$0.60</u>
	Square foot for price quantities greater than 10,000 square feet	<u>\$0.50</u>
<b>Irrigation</b>	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	<u>\$55.00</u>
	Irrigation Laborer per hour	<u>\$45.00</u>
	PVC parts	List less <u>10%</u>

	Non PVC parts	List less <u>10 %</u>
	Valves, Clocks and any part over \$300.00	List less <u>10 %</u>
<b>General Labor</b>	Foreman per hour	<u>\$65.00</u>
	Labor per hour	<u>\$45.00</u>
<b>Arbor Care</b>	Production day (8 hour) Truck, Chipper, 3 man crew	<u>\$1,500.00</u>
<b>Miscellaneous</b>	Bush hogging per acre @	<u>\$60.00</u>

The per unit cost for installation of various sizes and quantities of plant material is listed below:

4 inch Groundcover:	< 50 plants	<u>\$3.50</u>
	50 - 100 plants	<u>\$3.40</u>
	100 - 250 plants	<u>\$3.30</u>
	> 250 plants	<u>\$2.75</u>
1-gallon Plant Material:	< 50 plants	<u>\$3.90</u>
	50 – 100 plants	<u>\$3.50</u>
	100 – 250 plants	<u>\$3.50</u>
	> 250 plants	<u>\$3.50</u>
3-gallon Plant Material:	< 50 plants	<u>\$14.00</u>
	50 – 100 plants	<u>\$12.00</u>
	100 – 250 plants	<u>\$12.00</u>
	> 250 plants	<u>\$12.00</u>
7-gallon Plant Material:	< 50 plants	<u>\$32.00</u>
	50 – 100 plants	<u>\$28.00</u>
	100 – 250 plants	<u>\$28.00</u>
	> 250 plants	<u>\$28.00</u>
15-gallon Plant Material:	< 25 plants	<u>\$90.00</u>
	25 – 50 plants	<u>\$90.00</u>
	50 – 100 plants	<u>\$75.00</u>

30-gallon Plant Material:

> 100 plants \$230 - \$350

< 25 plants \$250 - \$375

25 – 50 plants \$250 - \$375

> 50 plants \$475 - \$625

45-gallon Plant Material:

< 25 plants \$475 - \$625

25 – 50 plants \$475 - \$625

> 50 plants \$475 - \$625

65-gallon Plant Material:

< 25 plants \$675 - \$850

25 – 50 plants \$675 - \$850

> 50 plants \$675 - \$850



# EXHIBIT 4 - SERVICE AREA MAPS

Map of service area for CDD #1

Map of service area for CDD #2

Map of service area for CDD #3



Roll #1, IV.s CDD  
1, J, 3

**Rolling Oaks Community Development District**  
**Request for Proposals No. 2024-100**  
**Addendum #1**  
**November 6, 2023**

- Q: The price form bid sheet includes Reunion East CDD, are we to ignore this property for this RFP?
- A: Only the price sheet for Rolling Oaks CDD (the District) should be completed and submitted. In an effort to avoid confusion, a revised bid sheet with the Reunion East CDD sheet deleted from the price sheet will be circulated November 6, 2023 as part of Addendum #1.
- Q: The Rolling Oaks CDD price sheet does not have any quantities; I assume we will provide this information?
- A: Yes, bidders should estimate quantities. Furthermore, bidders should provide the estimated quantities where requested as part of the bid sheet submitted such as for bed dressing.
- Q: What are the frequency requirements for pond mowing?
- A: Please refer to Schedule A General Services Turf Maintenance for frequency of mowing.
- Q: We noticed the pond mowing budget significantly decreased from the previous year; can you speak to this?
- A: The pond mowing line item has been and will be aggregated with the landscape maintenance line item.
- Q: When will mulch usually be installed?
- A: Mulch will usually be installed in the Fall, but per the proposed Scope of Services, the District must approve the proposal for mulch application prior to the installation of bed dressing.
- Q: There are different types of mulch currently installed. Please clarify the type of mulch to bid.
- A: Proposers should bid cocoa brown mulch. Pine bark mulch is being phased out and will not be installed in the future.
- Q: Are there maps available for irrigation controllers and zones?
- A: An irrigation map will be circulated November 6, 2023. A link to irrigation plans via dropbox is circulated below on November 6, 2023.  
<https://www.dropbox.com/scl/fo/b8974p5dvrvbfqxqzj57/h?rlkey=3qdwmt2u3z3m2kh3gwn6suey&dl=0>

Q: If we are reading correctly, the approved budget for 2024 landscape maintenance contract including pond 4 is \$185,088. Given the post-Covid inflation and labor cost increases, combined with the high levels of service requested in the RFP for the high profile CDD landscapes within Margaritaville, does the District feel this is a realistic budget?

A: The District understands that proposals in excess of the fiscal year 2024 budgeted amount for landscape maintenance and lawn mowing may be received.

Q: Is the District prepared for an increase above this budget to honor the clearly defined scope of work requested? If not, will the District allow for suggested reductions of scope to meet the approved 2024 budget?

A: The District plans to select a service provider based on the selection criteria in the Project Manual. The selected vendor will then enter into an agreement with the District based on mutually agreeable terms including the Scope of Service and annual cost. Proposers should bid on the project based on the proposed Scope of Service within the Project Manual.

Q: Was the previous contractor and budget based on the same scope of work outlined in this RFP, or is this an increase in scope?

A: The current landscape agreements are based on a different scope of services when compared to the Project Manual and proposed Scope of Service.

Q: Is the District expecting a 52-week presence on property? The 3-week detail rotation in the RFP seems to imply that.

A: The District's expectation is to provide a proposal in accordance with the proposed Scope of Service included in the Project Manual, including the detail of the property once every three weeks with high traffic and focal areas getting weekly attention.

Q: Since many of the landscape areas along the CDD boulevards are only shrub beds and detail work, requested to be done in a 3-section rotation, does the District want 100% of sidewalks, curbs, and islands blown off each week if no work is to be done in those areas? The RFP does mention policing the whole site. Blowing all areas each week is a significant scope of work but is not clearly defined in the RFP. Is there any other staff or vendor blowing off these areas, or does the District expect the landscaper to do it weekly?

A: Work not included with the Scope of Service should not be included in vendor proposals. The Scope of Service does require the removal of clippings and unwanted vegetation with each service and keeping District areas clear of debris.

Q: We suspect so, but please confirm the Bahia Turf areas outside wall to sidewalk along Formosa Gardens Blvd and Funie Steed Rd are to be serviced per Bahia mow frequency listed in the RFP. Do we need to weed-eat along wall each cycle?

A: The area outside of the wall along Formosa Gardens and Funie Steed are maintained by the HOA.

Q: Please confirm the 2.77 miles of lakefront in pond 4 is to be mowed and weed-eated to waters edge each of the requested 40-42 Bahia mow cycles.

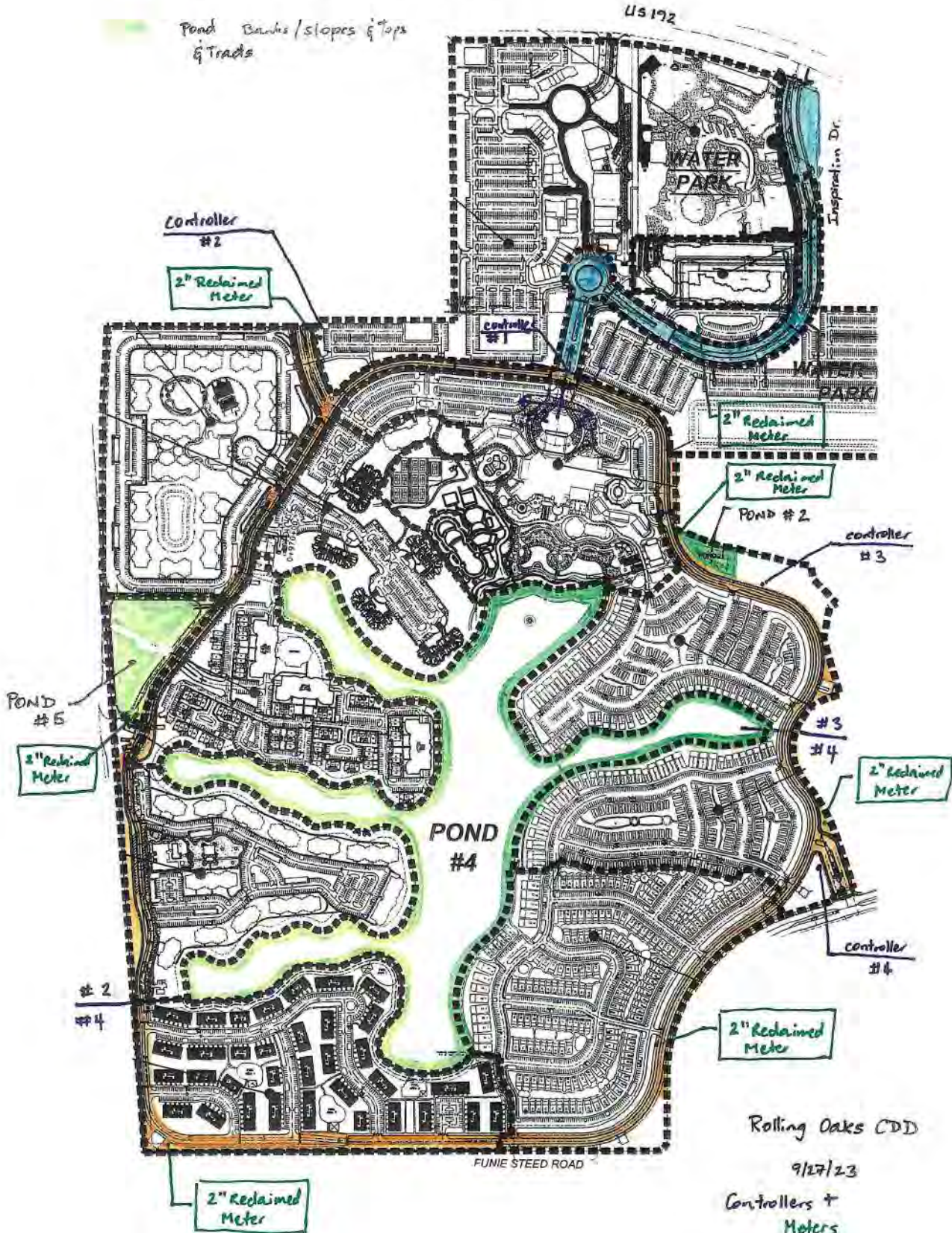
- A: Vendors are responsible to take their own measurement as the District does not have a specific acreage for this area. The specifications for Bahia mowing are included in the proposed Scope of Service.
- Q: Does the District believe 40-42 mow cycles for Bahia, especially when not irrigated, is needed?
- A: Bahia should be mowed per the Scope of Service: weekly during the growing season and bi-weekly during the non-growing season.
- Q: OTC injections and root drenching of the many date palms in the District is a significant cost. Does the District want all bidders to include this cost per the RFP? Is this a possible space where we can offer an add/alt item versus including in the scope pricing spreadsheet?
- A: Proposers should provide a proposal per the proposed Scope of Services provided in the project Manual.
- Q: Please confirm the District wants the multiple trimmings of palms scheduled in the RFP, versus one trimming per year for all palms.
- A: Proposers should provide a proposal per the Scope of Services provided in the project Manual.
- Q: The crushed shell or rock in many of the beds is covered in small dust/debris. Does the District expect these areas to be free of dust/debris throughout the new contract term? The RFP implies "debris free condition for the entire life of the contract".
- A: The District is reasonable and does not necessarily consider small dust to be debris. That being said, per the Project Manual the site is accepted in an *as is* condition and vendors are responsible to maintain the project per the Scope of Service that will be mutually agreed upon in the landscape service agreement.
- Q: Year 1 mulch installation will likely require more cubic yards than a typical budget year over year. Can bidders include in our pricing an on-going budget as well as additional mulch required for year 1 due to current lack of mulch in many beds?
- A: Bidders should include the quantity of cocoa brown mulch per the instruction in the bid sheet and the unit price requests.
- Q: The RFP states the contractor is to include irrigation maintenance costing for "a completely operational irrigation system." Can the District confirm the current state of the irrigation system?
- A: Although there is a pending repair for one irrigation controller, this repair will be facilitated soon. The irrigation system is an operating irrigation system.
- Q: Please confirm whether there are any areas of annuals within the District.
- A: There are no annuals at this time.



Inspiration Drive / Margaritaville Blvd Row

Fins Up Circle / Rolling Oaks Blvd Row

Pond Banks / slopes & Tops  
& Tracks



Rolling Oaks CDD

9/27/23

Controllers +  
Meters



the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion (United Nations 1998).

There are a number of reasons why the number of children in the world is increasing. One of the main reasons is that the number of children who are surviving to adulthood is increasing. This is due to a number of factors, including improved medical care, better nutrition, and a decrease in child mortality. Another reason is that the number of children who are being born is increasing. This is due to a number of factors, including a decrease in the age at which women are having children, and an increase in the number of children who are being born to women who are already having children.

The increase in the number of children in the world is a cause for concern. This is because children are the most vulnerable members of society, and they are often the most affected by poverty and social inequality.

There are a number of ways in which we can help to reduce the number of children in the world. One of the most important ways is to improve the health and education of women. This will help to reduce the number of children who are born, and it will also help to ensure that the children who are born are healthy and educated.

Another way to help reduce the number of children in the world is to improve the economic situation of the world's poor. This will help to reduce the number of children who are born, and it will also help to ensure that the children who are born are able to live a better life.

There are a number of other ways in which we can help to reduce the number of children in the world. These include providing access to family planning services, and promoting the use of contraceptives.

The number of children in the world is a complex issue, and it is one that requires the attention of the world's leaders. We must work together to find ways to reduce the number of children in the world, and to ensure that the children who are born are able to live a better life.

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LANDSCAPE | IRRIGATION | CONSTRUCTION | GOLF



**PREPARED FOR:**

**TRICIA L.  
ADAMS**  
District Manager  
Governmental Management Services

291 E. Livingston Street  
Orlando, FL 32801  
Phone: (407) 841-5524  
Email: [tadams@gmscfl.com](mailto:tadams@gmscfl.com)  
Website: [gmscfl.com](http://gmscfl.com)

Proposal issued:  
**7 November 2023**  
Proposal valid for 30 days

**EXHIBIT 2 - FEE SUMMARY ROLLING OAKS CDD**

Contractor: Down to Earth Landscape & Irrigation

Property: Rolling Oaks  
CDD

Address: 1683 N. Beardall Ave.  
Sanford, FL 32771  
Phone: 561-437-7790  
Fax:  
Contact: Gary Nichipor

Address: 219 East Livingston Street  
Orlando, FL 32801  
Phone: 407-841-5524  
Fax:  
Contact: Tricia L. Adams  
GMS Central Florida  
Dates: through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A)	\$ 14,593.50	\$ 14,593.50	\$14,593.50	\$14,593.50	\$14,593.50	\$14,593.50	\$14,593.50	\$14,593.50	\$14,593.50	\$14,593.50	\$14,593.50	\$14,593.50	\$175,122
TURF CARE (Schedule B)	\$ 1,077.21	\$ 1,077.21	\$ 1,077.21	\$ 1,077.21	\$ 1,077.21	\$ 1,077.21	\$ 1,077.21	\$ 1,077.21	\$ 1,077.21	\$ 1,077.21	\$ 1,077.21	\$ 1,077.21	\$12,927
TREE / SHRUB CARE (Schedule C)	\$ 3,231.58	\$ 3,231.58	\$ 3,231.58	\$ 3,231.58	\$ 3,231.58	\$ 3,231.58	\$ 3,231.58	\$ 3,231.58	\$ 3,231.58	\$ 3,231.58	\$ 3,231.58	\$ 3,231.58	\$38,779
*BEDDING PLANTS (Schedule D)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0
*BED DRESSING (Schedule D) <i>Bidder's estimated cubic yards for annual installation: 810 CU. YDS (\$42,525.00)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
PALM TRIMMING (Schedule D)	\$ 5,910.42	\$ 5,910.42	\$ 5,910.42	\$ 5,910.42	\$ 5,910.42	\$ 5,910.42	\$ 5,910.42	\$ 5,910.42	\$ 5,910.42	\$ 5,910.42	\$ 5,910.42	\$ 5,910.42	\$70,925
IRRIGATION MAINT. (Schedule E)	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$50,700
<b>TOTAL FEE PER MONTH:</b>	<b>\$29,038</b>	<b>\$29,038</b>	<b>\$29,038</b>	<b>\$29,038</b>	<b>\$29,038</b>	<b>\$29,038</b>	<b>\$29,038</b>	<b>\$29,038</b>	<b>\$29,038</b>	<b>\$29,038</b>	<b>\$29,038</b>	<b>\$29,038</b>	<b>\$348,453</b>

AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD, AND FOURTH ANNUAL RENEWALS.

TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIRST YEAR	\$ 348,453.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) SECOND YEAR	\$ 362,391.12
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) THIRD YEAR	\$ 376,886.77
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FOURTH YEAR	\$ 391,962.24
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIFTH YEAR	\$ 407,640.73

\*Bedding plants and bed dressing are only installed with written permission and the District may forgo installation and commensurate costs of bedding plant and bed dressing for any length of time; Due to potential variance in estimated quantity for annual mulch installation, this item will be reviewed separately with unit costs and is not included with total annual fees.

11/07/23  
Rolling Oaks CDD

RE: ROLLING OAKS CDD Landscape and Irrigation Maintenance Request for Proposal

Dear Tricia,

I personally want to thank you for considering Down to Earth Landscape & Irrigation as your Landscape Maintenance partner and for inviting us to participate in your RFP. We are confident that the following information will help us make the best decision and appreciate all the time you have taken to ensure we submit the most accurate proposal that reflects the community's expectations.

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

#### **INTEGRITY**

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

#### **COMMUNITY**

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

#### **ACCOUNTABILITY**

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

#### **RELENTLESSNESS**

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

#### **EXCELLENCE**

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

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

Respectfully,

Gary E. Nichipor  
Sales Manager  
561.437.7790  
gary.nichipor@rewdte.com





# Storm Clean-up Pricing

All Rates Hourly \*Pricing subject to change

## Operated Equipment:

Semi-Truck & Trailer Loader	\$145.00
Backhoe	\$145.00
Bucket Truck	\$145.00
Debris Truck	\$125.00
Dump Truck	\$110.00
Chipper Truck	\$125.00
Polecat Lift	\$75.00
Stump Grinder	\$85.00
Skid Steer Loader	\$100.00
Tractor	\$80.00

## Dump Fees:

Dumpster (30cy fees included)	\$550.00
Dump Truck	\$250.00
Chipper Truck Load	\$250.00
Stumps	TBD Based on Size

## Labor:

General Labor	\$50.00
Crew Leader	\$75.00
Supervisor	\$125.00
Climber/ Tree Men	\$150.00

### Any additional services will be proposed upon request:

John Cerabino - john.cerabino@rewdte.com

Diego Corvalan - diego.corvalan@rewdte.com

Gary E. Nichipor - gary.nichipor@rewdte.com

# COMPANY SAFETY PLAN

OUR NUMBER ONE PRIORITY



## THE TEAM THAT CARES

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

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

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

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

## HIRING PROGRAM

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

## PREVENTATIVE MAINTENANCE PROGRAM

- Participate in weekly “toolbox talks” to review the correct maintenance procedures and inspect current equipment.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly **Branch & Site Audits** to ensure compliance.

## SAFETY TRAINING PROGRAM

- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.

# LICENSES, CERTIFICATIONS, & INSURANCE BONDING



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

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

All certificates & licenses are available upon request.

# 30-60-90 DAY TRANSITION PLAN

## WHAT TO EXPECT

### First 30 Days

- Meet with key stakeholders and residents to understand customer preferences
- Implementation of Down To Earth's CustomerLink™ work order system if requested
- Begin Initial Assessment Report Information
- Conduct Soil Tests throughout the community (Optional)
- Begin Irrigation System Evaluation
- Identify all landscape issues and concerns
- Review / identify any safety concerns and existing damages
- Confirm Mow and Trim Detail Schedules — Color Coded Mapping (Optional)
- Documentation with photos
- Plant and Turf Health Evaluation

### 60 Days

- Continue Initial Assessment Report Information with corrective action recommendations to the management team
- Review Soil Tests and report findings with recommendations (Optional)
- Provide a site-specific agronomics plan and schedule
- Discuss irrigation system deficiencies with recommendations for proper corrections
- Discuss landscape issues and concerns with recommendations for proper corrections
- Submit proactive proposals based on budgets and expectations

### 90 Days

- Begin monthly newsletter and coordinate Town Hall — meet & greet with the community
- Begin irrigation system corrections/repairs based on findings
- Conduct turf replacement if required and approved
- Landscape replacement and enhancements for the common area(s)
- Implement proper fertilizer blends based on soil tests and contract specifications
- Update and revise mow and detail schedules if needed to improve efficiencies
- Communicate with homeowners and management to make sure we are moving in the right direction for our new long-term partnership
- Implement regular ride-thru inspections with management as needed
- Manage work orders effectively with our CustomerLink work order software
- Take action regarding soil sample results
- At the end of the 90-day transition — submittal of the full property assessment report including irrigation analysis

# MAINTENANCE SERVICES AVAILABLE

## MOWING

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

## TRIMMING & EDGING

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

## IRRIGATION

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

## FERTILIZATION

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

## INSPECTIONS & MANAGEMENT

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

## PEST & WEED CONTROL

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

## TREE PRUNING

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

## MULCHING

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

## ANNUAL FLOWERS

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

## DESIGN & INSTALL

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

## STORM PREPARATION & REPARATION

In cases of storms or natural disasters, we can provide help to prepare and repair landscapes if requested.

For more details of our services, FAQs, and services beyond maintenance services we offer, please visit [www.dtelandscape.com/all-services/](http://www.dtelandscape.com/all-services/).

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



# STATE OF THE ART SERVICE

## LATEST TECHNOLOGY



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



**UF IFAS**  
UNIVERSITY of FLORIDA

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

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



**ISA**

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

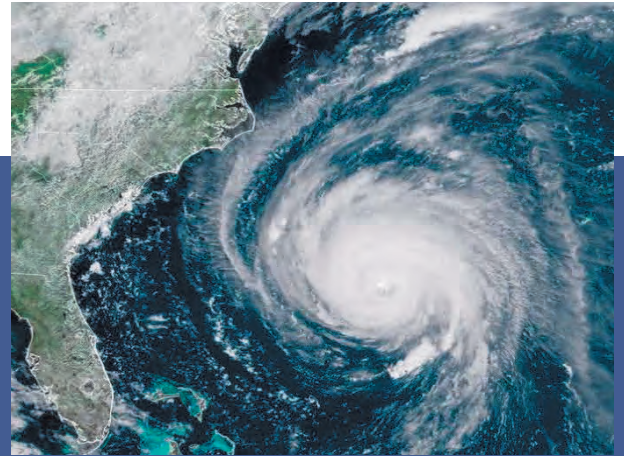
- When it comes to tree care, Down To Earth remains at the forefront of botanical practices to optimize proper pruning and trimming. We have implemented a best-in-class hybrid approach utilizing the expertise of in-house and vendor-partnered International Society of Arboriculture (ISA) Certified Arborists.



### INTEGRATED PEST MANAGEMENT (IPM)

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

# DISASTER & STORM RELIEF PROTOCOL



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

## SUPPLEMENTAL CREWS

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

## NECESSARY EQUIPMENT

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

## PREVENTATIVE MEASURES

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



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

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





# YOUR DEDICATED LANDSCAPE TEAM

**Sean Yunker** - Branch Manager, Since 2022

**John Cerabino** - Enhancement Manager / Account Manager, Since 2004

**Diego Corvalan** - Assistant Branch Manager / Account Manager, Since 2012

**Carlos Yuman** - Production Manager, Since 2012

**Gary E. Nichipor** - Sales Manager, BMP Certified, Since 2014

**Jay Rollins** - Irrigation Manager, Since 2000

**Karen Martella** - Office Manager, Since 2017

**DTE Landscape & Irrigation-500 Plus Employees**



# MAINTENANCE REFERENCES



## Avalon Park POA

- Mike Gray - Leland Management



## Fountain Parke HOA

- Diane Busby - landscape chairman



## Margaritaville Orlando

- Derick Langel - landscape architect



## Ligonier Academy

- Ryan Sharp - Ligonier Ministries



## Remington CDD

- Alan Scheerer - GMS Mgmt.





BRUNSWICK  
COMPANIES

*Managing Risk · Insuring Success · Since 1972*

January 25, 2023

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

Re: Letter of Bond-ability

Dear Johann,

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

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

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

Regards,

Mark Levinson  
Attorney-in-Fact, Hanover Insurance Company  
Sr. VP. Brunswick Companies



# THANK YOU!

WE APPRECIATE THE OPPORTUNITY TO PARTNER WITH YOU  
AND YOUR COMMUNITY




**Gary E. Nichipor**  
**DTE Landscape & Irrigation**  
1683 N Beardall Ave  
Sanford, FL 32771  
[dtelandscape.com](http://dtelandscape.com)

**AFFIDAVIT OF NON-COLLUSION**

STATE OF Florida  
COUNTY OF Seminole


I Gary Nichipor, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Sales Manager in the firm of Down to Earth Landscape & Irrigation, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

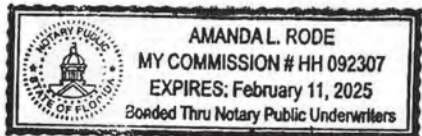
Dated this 7th day of November, 2023.

  
\_\_\_\_\_  
Signature by authorized representative of Proposer

State of Florida  
County of Seminole

The foregoing instrument was acknowledged before me this 7th day of November, 2023, by Gary Nichipor, of the Down to Earth Landscape & Irrigation who is personally known to me or who has produced Drivers License as identification and who did (did not) take an oath.

  
\_\_\_\_\_  
Signature of Notary taking acknowledgment





**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape maintenance services has been submitted on this 7<sup>th</sup> day of November, 2023 by Gary Nichipor [company] whose business address is 1683 N. Beardall Ave., Sanford, FL 32771, telephone number is 561-437-7790, and electronic mail address is gary.nichipor@rewdte.com.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

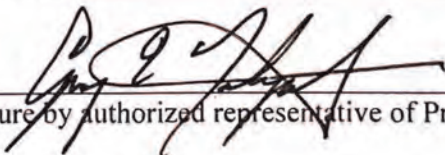
Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Owners consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Owners.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_


Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

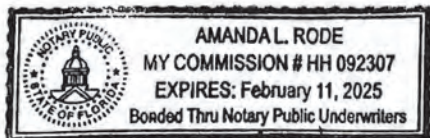
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

  
\_\_\_\_\_  
Signature by authorized representative of Proposer

County of Seminole

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\_\_\_\_\_  
Signature of Notary taking acknowledgment



## EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY

**Contractor: A**

<u>Material</u>	<u>Description</u>	<u>Price</u>
<b>Mulch</b>	A\SMO&cK\NÄSXJ^KVVONÄPYVÄ[ _KX^S^SOJÄY`OVÄ("ÄM_LSMÄXÄ\N]Ä\$YMMÄÄ >TLFH&ZDTGÄLPVUDNNGÄIQTÄSWDPVVLVLUÄWÄSHQÄPÄFWELÄ\$ZDÄGUÄ6QFQD >TLFHÄRHTÄ*ÄFWELÄIQVÄEDJÄQIÄ<WNFKÄ6QFQDÄSTQYPÄ	<u>Ä10.00Ä</u>
<b>Hard Materials</b>	>TLFHÄRHTÄQÄÄ@HOLPQNHÄ6KLRUÄ >TLFHÄRHTÄVQPÄIQTÄ@HOLPQNHÄ6KLRUÄ >TLFHÄRHTÄVQPÄIQTÄ*\$,\Ä?LXHTÄ:DFMÄ	<u>Ä15.00Ä</u> <u>Ä175.00Ä</u> <u>Ä275.00Ä</u>
<b>Seasonal Color</b>	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i> 5HGÄRTHRDTDVLQPÄDPGÄLPVUDNNDVLPÄRHTÄ+%,\ÄRQV 5HGÄRTHRDTDVLQPÄDPGÄLPVUDNNDVÄQPÄRHTÄ(ÄJDNNQPÄRQV @WRRNZÄDPGÄLPVUDNNA^ÄVQÄ(\ÄKDPJLPJÄEDUMHVÄ 4UUHOENHÄ)^ÄVQÄ*-\ÄGLDOHVHTÄINQTDNÄRQVÄYLVKÄFHPVHTÄÄ21500Ä\$ÄNDPÄVÄ	<u>Ä2.25Ä</u> <u>Ä10.00Ä</u> <u>Ä85.00Ä</u> <u>Ä21500Ä\$ÄNDPÄVÄ</u>
<b>Sod (St. Augustine)Ä</b>	<i>Turf reparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i> @SWDTHÄIQVÄRTLFHÄIQTÄSWDPVVLVLUÄNHUUÄVKDPÄ(#"ÄUSÄÄIHHVÄ @SWDTHÄIQVÄRTLFHÄIQTÄSWDPVVLVLUÄEHVYHÄPÄVÄDPGÄ*Ä"Ä\$ÄSWDTH @SWDTHÄIQVÄRTLFHÄIQTÄSWDPVVLVLUÄEHVYHÄPÄVÄDPGÄÄ"Ä\$ÄSWDT @SWDTHÄIQVÄIQTÄRTLFHÄSWDPVVLVLUÄJTHDVÄTÄVKDPÄ(#"ÄUSÄÄIHH	<u>Ä1.85Ä</u> <u>Ä1.85Ä</u> <u>Ä1.85Ä</u> <u>Ä1.85Ä</u>
<b>IrrigationÄ</b>	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i> 9TTLJDVLQPÄAHFKPLFLDPÄRHTÄKQWTÄ 9TTLJDVLQPÄ;DEQHTÄRHTÄKQWTÄ >B6ÄRDTVUÄ ;LUVÄNIÄUÄ	<u>Ä75.00Ä</u> <u>Ä75.00Ä</u> <u>Ä10.00Ä</u>



	=QPÄ>B6ÄRD TVUÄ	;LUVNHU10Ä Ä
	BDNXHU#Ä6NQFMUÄDPGÄDPZÄRDÄTVÄQXHTÄÄ*"%"	;LUVNHU10Ä Ä
<b>General Labor</b>	7QTHODPÄRHTÄKQWTÄ	<u>Ä55.00Ä</u>
	;DEQTÄRHTÄKQWTÄ	<u>Ä45.00</u>
<b>Arbor Care</b>	>TQGWFVLQPÄGDZÄ!/ÄKQWT"ÄATWFM#Ä6ÄLRRHT#Ä*ÄODPÄFTHYÄ	<u>Ä3,900.00</u>
<b>MiscellaneousÄ</b>	5 WUKÄKQJLPJÄRHTÄDFTHÄ3Ä	<u>Ä1,750.00Ä</u>

The per unit cost for installation of various sizes and quantities of plant material is listed below:

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+\$JDNNQPÄ>NDPVÄ<DVHTLDN0	1 Ä),ÄRNDPVUÄ	<u>Ä185.00Ä</u>
	),Ä[Ä,'ÄRNDPVUÄ	<u>Ä185.00Ä</u>
	2 ,'ÄRNDPVU	<u>Ä185.00Ä</u>
-\$JDNNQPÄ>NDPVÄ<DVHTLDN0	1 Ä),ÄRNDPVUÄ	<u>Ä250.00Ä</u>
	),Ä[Ä,'ÄRNDPVUÄ	<u>Ä250.00Ä</u>
	2 ,'ÄRNDPVU	<u>Ä250.00Ä</u>

## EXHIBIT 4 - SERVICE AREA MAPS









# Landscape Maintenance Proposal



**EXHIBIT 2 - FEE SUMMARY ROLLING OAKS CDD**

Contractor: Floralawn, Inc.

Property: Rolling Oaks  
CDD

Address: 734 S Combee Road  
Lakeland FL. 33801  
Phone: 863-698-1144  
Fax: 863-668-0495  
Contact: Bryan Boyett

Address: 219 East Livingston Street  
Orlando, FL 32801  
Phone: 407-841-5524  
Fax:  
Contact: Tricia L. Adams  
GMS Central Florida  
Dates: through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>GENERAL SERVICES</b> (Schedule A)	16,275	16,275	16,275	16,275	16,275	16,275	16,275	16,275	16,275	16,275	16,275	16,275	\$195,300
<b>TURF CARE</b> (Schedule B) Price Reflects items listed below. St. Augustine, Zoysia, Bermuda Fertilization Aeration, Overseeding and Top Dressing	1,985	1,985	1,985	1,985	1,985	1,985	1,985	1,985	1,985	1,985	1,985	1,985	\$23,820
<b>TREE / SHRUB CARE</b> (Schedule C) Palm Injections and Top Choice Included in price	4,369	4,369	4,369	4,369	4,369	4,369	4,369	4,369	4,369	4,369	4,369	4,369	\$52,428
<b>*BEDDING PLANTS</b> (Schedule D) <i>(4005) Annuals per rotation</i>	835	835	835	835	835	835	835	835	835	835	835	835	\$10,020
<b>*BED DRESSING</b> (Schedule D) <i>(1435) Bidder's estimated cubic yards for annual installation:</i>	6,578	6,578	6,578	6,578	6,578	6,578	6,578	6,578	6,578	6,578	6,578	6,578	\$78,936
<b>PALM TRIMMING</b> (Schedule D) <i>(43) Queen Palms</i> <i>(122) Dale Palm Varieties</i> <i>(169) Washingtonia Palms</i>	215	215	215	215	215	215	215	215	215	215	215	215	\$20,040
	610	610	610	610	610	610	610	610	610	610	610	610	
	845	845	845	845	845	845	845	845	845	845	845	845	
<b>IRRIGATION MAINT.</b> (Schedule E)	1,884	1,884	1,884	1,884	1,884	1,884	1,884	1,884	1,884	1,884	1,884	1,884	\$22,608
<b>TOTAL FEE PER MONTH:</b>	<b>\$33,596</b>	<b>\$33,596</b>	<b>\$33,596</b>	<b>\$33,596</b>	<b>\$33,596</b>	<b>\$33,596</b>	<b>\$33,596</b>	<b>\$33,596</b>	<b>\$33,596</b>	<b>\$33,596</b>	<b>\$33,596</b>	<b>\$33,596</b>	<b>\$403,152</b>

AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD, AND FOURTH ANNUAL RENEWALS.

TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIRST YEAR	\$ 324,216.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) SECOND YEAR	\$ 333,943.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) THIRD YEAR	\$ 343,962.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FOURTH YEAR	\$ 354,281.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIFTH YEAR	\$ 364,909.00

\*Bedding plants and bed dressing are only installed with written permission and the District may forgo installation and commensurate costs of bedding plants and bed dressing for any length of time; Due to potential variance in estimated quantity for annual mulch installation, this item will be reviewed separately with unit costs and is not included with total annual fees.

# Expert Care and Service

The name Floralawn is synonymous with expert care and service when it comes to properties across Central Florida. Whether it's your family's personal backyard oasis or a private University with thousands of students, landscapes enhance the way we live, work, and play. Unparalleled industry knowledge coupled with the friendly service of a small operation delivers a package that leaves our clients with a beautiful, well-maintained landscape that attracts people, adds to their property value, and contributes to their success.

## History

Floralawn was founded in 1993 by Rob Averitt and Rich McDonald. This partnership was created out of the desire to build a company that customers would find easy to work with, cost effective, and above all—deliver the utmost quality. Through sales, acquisitions, and a customer retention rate of over 95%, Floralawn has always put the needs of the customer first. In April 2010, Floralawn acquired Polk Pump & Irrigation, which added the final dimension to the phrase “Total Property Maintenance.”

## Vision

Floralawn's vision is to be the most preferred landscape maintenance provider in Florida to the association, commercial, and residential markets, thus providing a profitable return. Additionally, Floralawn strives to create a stable yet scalable enriching atmosphere and culture for our employees and customers through a sense of servant-like service.

## Who We are Today

Expansion during a time of sluggish economic activity has always been possible due to Floralawn's financial strength and its commitment to never turning away from the company's core vision. Floralawn has since become one of Central Florida's most trusted landscape maintenance companies and enjoys a diversity of services available to our clients that no other company can match. Floralawn is a proud member of both the Lakeland and Winter Haven Chambers of Commerce and is highly involved with the Community Association Institute.





## Our Approach

Being proactive is paramount when maintaining any property or community. We understand that no two properties are alike; each has different needs and demands that must be treated uniquely. Our employees are diligently trained to treat each property as their own and realize that one size does not fit all.

## Services

Many of Central Florida's most breathtaking homes rely on Floralawn to maintain their landscape. With unique services that meet the needs of individual homeowners, they receive special attention that giant landscape maintenance providers cannot offer. Additionally, Floralawn can easily cater to larger HOA clients; we routinely maintain stunning entryways, challenging common areas, complex irrigation systems, pond beautification features, and problematic pump systems to increase curb appeal and appease even the most finicky homeowner. Filling such an all-encompassing niche gives clients peace of mind knowing a partnership with Floralawn will benefit them for years to come.

## Knowledge

With constant training and continuing education of each staff member, we pride ourselves on the ability to be an expert source of knowledge in all aspects of property maintenance. Our team of professionals are recognized as experts in their respective fields, covering everything from sustainable landscape to the latest irrigation technology. This expert knowledge not only helps us excel in the landscape arena, but is also valuable in educating our clientele.



## Our Location

**734 S. Combee Rd • Lakeland, FL 33801**

We are located just south of I-4, Central Florida's major artery. This provides quick and easy access for Floralawn to service customers with a level of response that has allowed us to retain over 95% of our customer base since 1993.



Since 2010, Floralawn has kept a working warehouse stocked with pump and irrigation supplies that we use to service our clients. This warehouse also provides a source of "walk-in" business for the do-it-yourselfers.



# Meet the Team



## Rob Averitt

President

Rob attended the University of South Florida, where he received his degree in Business Administration. Through hard work, dedication, and steadfast faith, Rob and his best friend Rich turned Floralawn from a dream into the industry leader that it is today. Rob holds Certified Pest Control Operator's licenses in both Turf & Ornamentals and General Household Pest Control. He leads his company by example and always puts the customer first.



## Rich Medlong

Fert & Pest Manager

Rich started in the horticulture industry in 1995 as a humble service technician for a large pest control company. During his 18 year stretch in the industry, Rich has been able to gain extensive knowledge in both commercial and residential applications. Rich not only started out as a service technician, but has managed large horticulture companies.



## Brad Thompson

Solivita Branch Manager

Brad has over 20 years of experience in the landscape industry, ranging from major landscape installations to managing large-scale commercial accounts. Brad's knowledge of landscape and maintenance shines due to his extensive experience in Central Florida. Being an industry expert, Brad is utilized as a source of knowledge for every aspect of landscape maintenance. He is also certified in Rainbird's Maxicom 2-wire systems.



## **Russ Prophit**

Irrigation Manager

Russel is a second-generation green industry professional with over 4 decades of experience in the irrigation and landscape industry. His experience in all phases of the industry from design, installation, service, consulting and training, Russel provides a level of expertise which is hard to match by most firms in this industry.



## **Kevin Smith**

Account Manager

Kevin Smith is a Florida native who came to Floralawn with extensive experience in the pest control industry. Beginning as a spray tech in a Lakeland pest control company, he worked his way up to manager, a position he held for 14 years. He now enjoys delivering attentive, comprehensive service to the diverse Floralawn properties under his care.



## **Damon Smith**

Account Manager

Florida born and raised, Damon Smith owned and operated a successful 17-year lawn-care service with long-term residential and commercial clients. Expert in all aspects of lawn maintenance including irrigation and tree care, Damon now oversees the care of multiple Floralawn properties. He loves working with customers and producing high-quality results.



# Capabilities

Floralawn’s unique place in the industry, with a bevy of expert services available under one roof, defines the term “Total Property Maintenance.” Although we frequently supply these solutions a la carte, we specialize in being able to package these solutions together to make Floralawn your one and only phone call. On any given property, we can combine landscape maintenance, fertilization, indoor & outdoor pest control, landscape design, and irrigation – providing a complete suite of services for one affordable price. Our clients are able to reduce their overall expenses by procuring these services from one provider.

## Landscape Management

Whether it’s brand-new turf and plantings or the look your property has had for years, it’s important to protect your investment. Central Florida is a hotbed of potential threats to your landscape and Floralawn is expertly trained and equipped to keep it looking beautiful. Quality inspections and cutting-edge preventative products provide a proactive approach to stop problems before they start, which saves you time and money.



## Fertilization

Proper fertilization is second only to adequate irrigation, when it comes to the health of your landscape. A thick, lush, green lawn is not only beautiful, but also the best defense against the full spectrum of diseases, insects, and weeds. Our expert knowledge and experience can keep it looking its best year-round.



## Pest Control

When combined with proper fertilization, a proactive pest control program is the best solution possible. Aggressively preventing major infestations will keep your landscape looking its best. Our Integrated Pest Management Professionals can help maximize the beauty, health, and lifespan of your trees, shrubs, and turf.

## Enhancements & Beautification

From replenishing beds with fresh mulch and annuals to a complete landscape design overhaul, Floralawn’s Horticultural team of Landscape Designers and Installers can make any building pop with instant added curb appeal. Your property is our canvas, and we take the time and effort to help each client combine their vision with a self-sustaining landscape and Florida-friendly plants wherever possible. With over 15 years of exceeding our clients expectations, you can rest assured that large or small, the job will be done neatly, efficiently, and correctly—the first time, every time.



## Water Management

Droughts, high water bills, new regulations, violation penalties... Water Management is a hot topic in Florida nowadays. Water is a limited resource and using it wisely is even more imperative now. Proper Water Management goes far beyond merely “fixing sprinklers.”



## Irrigation

Water plays the most vital role in the overall appearance and health of plantings on your property. Making sure enough water is being applied is just as crucial as making sure you aren't running money down the drain. The experts at Floralawn understand that your irrigation system is the main artery that feeds the living, breathing organism known as your landscape.



## Pumps & Wells

Since 1958, we have been the “go-to” pump and irrigation company in Polk County and surrounding areas because of our specialty in servicing and maintaining today's complicated pump systems. Having over 53 years of experience, we enjoy the lasting relationship built not only by providing expert service, but also by being a source of knowledge for our customers.

## Indoor Pest Control

Floralawn's Indoor Pest Control Division couples cutting-edge products and equipment with the industry's leading Integrated Pest Management techniques to provide our customers with what's known as Preventative Pest Control. Our knowledgeable team of Pest Technicians are able to keep homes and businesses pest-free without the use of harsh chemicals inside the buildings. Our non-detectable insecticide products create an invisible barrier around the perimeter, keeping the outside of your structure pest-free year round.



## Extra Services

Deep Root Shrub Feeding

Bush-hogging

pH Correction

Antibiotic Palm Tree Injections

Low-Volume Irrigation

Property Clean-Up

Pond Fountains

Turf Painting

Landscape Lighting

French Drains

Pressure Washing

Flea Control



# Customer Service & Support

Floralawn specializes in large communities with unique challenges. We've developed custom support systems and integrated ways to directly connect with residents. We're big enough to serve you, yet small enough to know you.



## Dedicated Phone Number

Feel confident that when you call Floralawn, we'll pick up the phone. In addition to online support, we will always accommodate our clients by having dedicated phone number just for helping our clients.

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## Resident-Focused Support

Whether tending to residents' landscaping or to their communications, Floralawn team members strive to provide attentive care and exceptional service. We know that in this business, quality performance and responsive customer support result in happy people. Our work-order interface provides residents with an easy-to-use system in which they are heard, acknowledged, and responded to.

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## 24/7 Emergency Services

We care about the properties we manage and the people who inhabit them. When the unforeseen happens, we'll be there when you need us. Call our dedicated number for 24/7 support.

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## Work Order System

Utilize our online work order system to create and track work orders for your property. Managers and residents can easily create an account and get started right away.

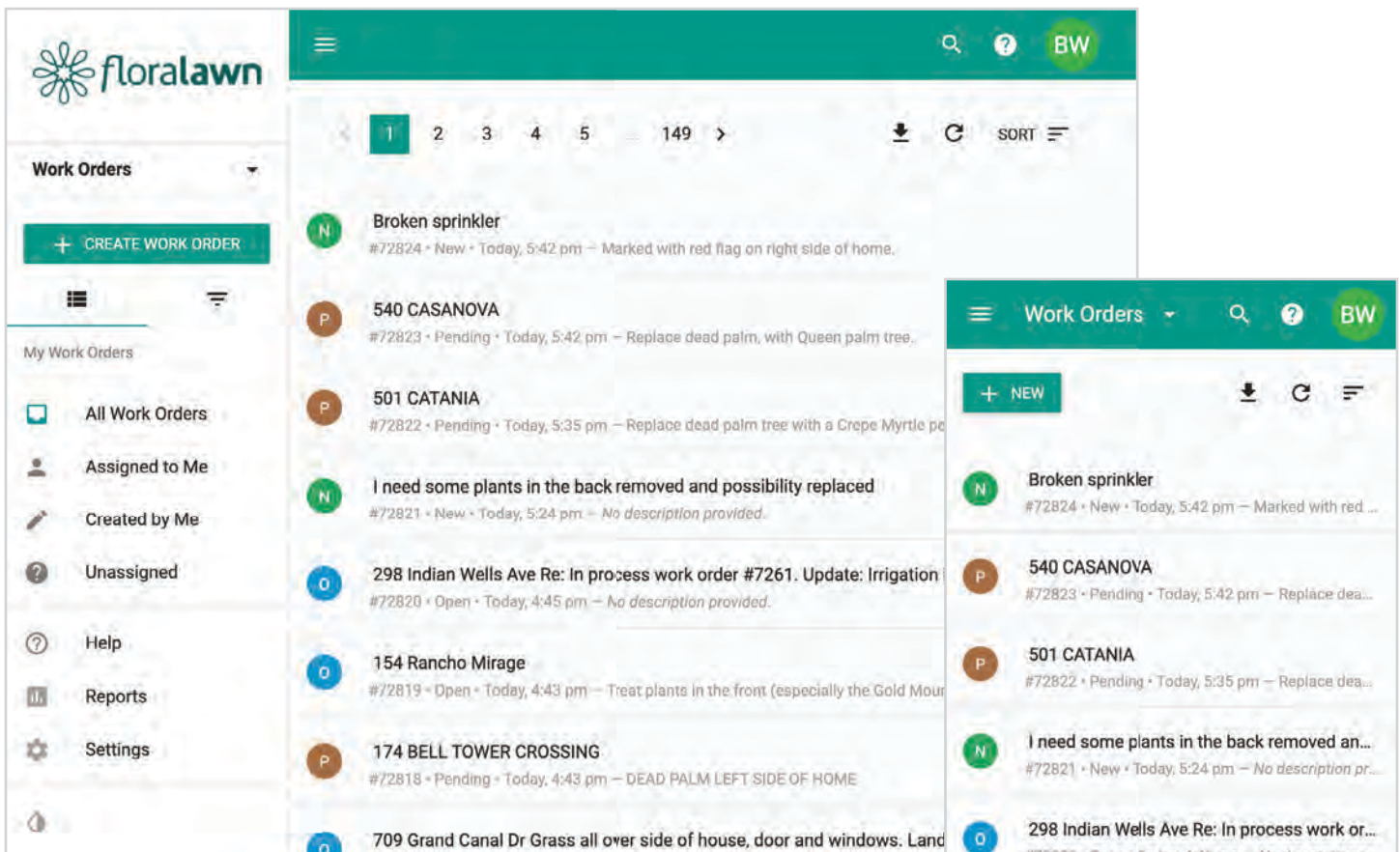
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## On-Site Management

We understand that for many residents, speaking in person with a manager is preferable to discussing an issue via email or phone. For this reason, a manager always accompanies Floralawn crews and is available on-site for communication and problem-solving.

# Work Orders

When we first opened the doors, our work order system merely consisted of pen and paper. Over the years we've evolved into an online work order system capable of handling support tickets directly from the residents themselves.



## Resident Accounts

Depending on factors, residents can create an account and manage their work orders from start to finish.

## Trackable Results

Our portal-based work-order system provides an easy way for residents to inform Floralawn about issues that need to be addressed. This system provides trackable progress and detailed reporting.

## Communication

Our team members stay in constant communication through work order status updates and direct messages.

## Resident Training

We provide regular training sessions with residents on how to use the work order system.



# Your Community



## Your Community

Floralawn has the capabilities to address every present need and demand in your development. Irrigation management is paramount in any successful landscape, and when coupled with proper maintenance, fertilization, and pest control practices, plants and turf can reach their full potential. Increasing curb appeal is always our top priority and end goal. Returning your landscape to its intended condition will be achieved through restorative and proactive key processes in your development.

## Community Curb Appeal

Curb appeal is important for maintaining property value and resident retention. Floralawn can help increase the success of your curb appeal by adding cost-efficient annual flowers in highly visible areas. These plantings can be rotated throughout the year to accompany the changing seasons and to facilitate a dynamic color palette all year long. Floralawn staffs an expert Landscape Designer that can assist with proper plant selections that would best suit location and soil conditions when the time arises to replace or enhance your landscape. We would also focus a tremendous amount of effort into restoring the vigor of the grass and turf already present on the property, creating an instant result at no extra cost to the Association.



## Communication

Floralawn understands that communication does not end at the contract's scope and terms; rather, this is where it begins. When dialog is established between Floralawn and your community, being proactive becomes second nature. Open, unfettered communication is a crucial element for any successful relationship in the landscape industry, especially in a day and age of so many regulations, rules, and complex systems.

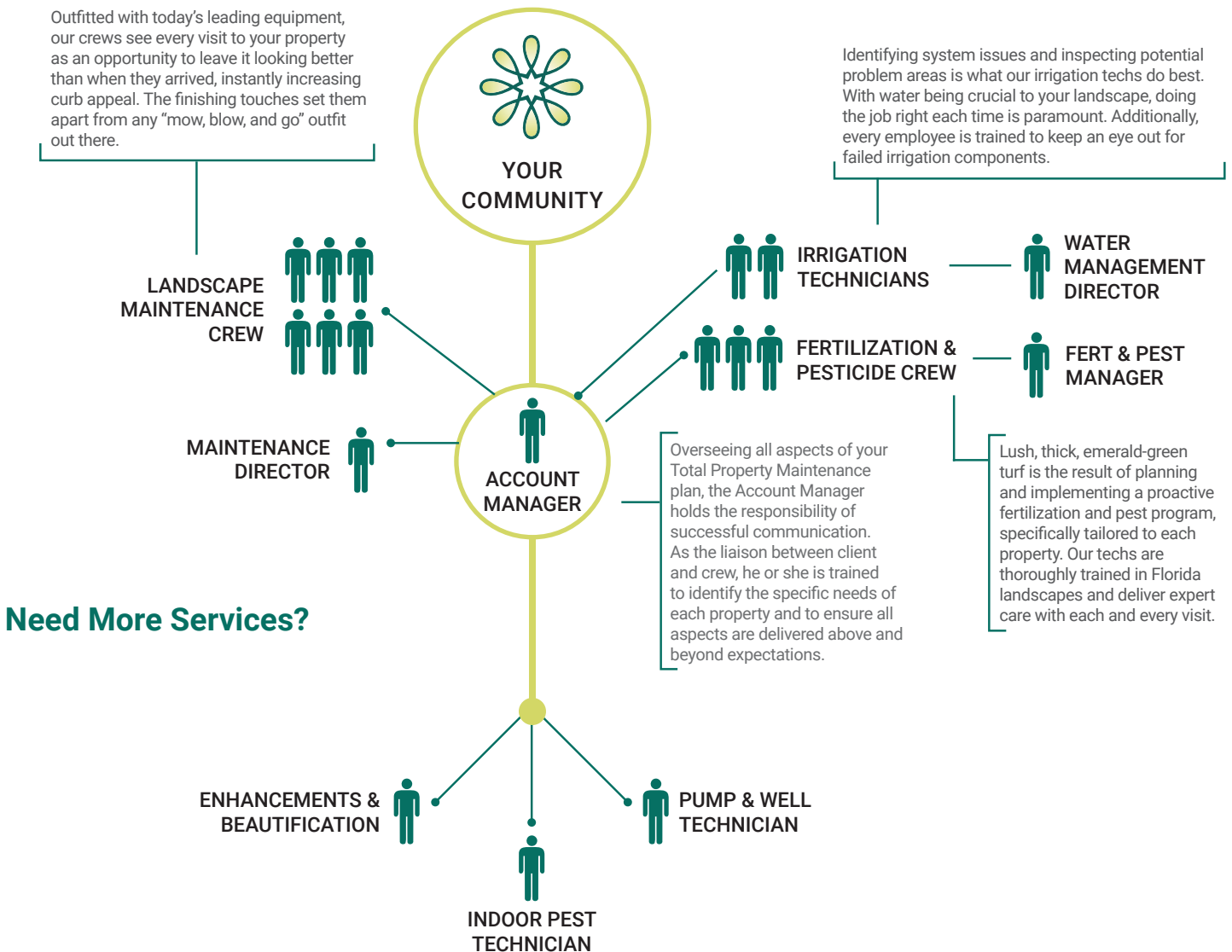




# Personnel Structure

Every Employee at Floralawn understands that each property is unique and demands their full attention each time they step foot on it. This understanding is essential to the success of your property, and every day we strive to make your property look its absolute best. Instilling this “ownership” of our clients’ properties in each individual employee is how we start our Customer Service Experience.

## What To Expect From Floralawn



## Need More Services?



Total Property Maintenance involves many moving parts, and your Account Manager serves as the central cog in the machine, ensuring your total satisfaction. Detailed quality assurance checks from the Account Manager means that your property is always under a watchful eye. Should you ever have a question or concern, one phone call is all it takes.

# Solivita



## Details

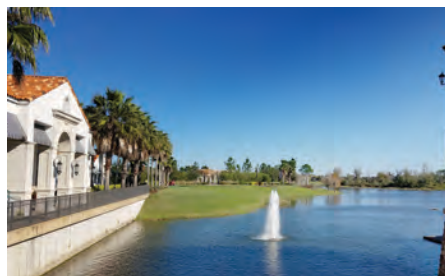
Type	Master-Planned
Location	Kissimmee, FL
Homes	4,300
Community Pools	13
Turf	30 Million Sq Ft

## Contact

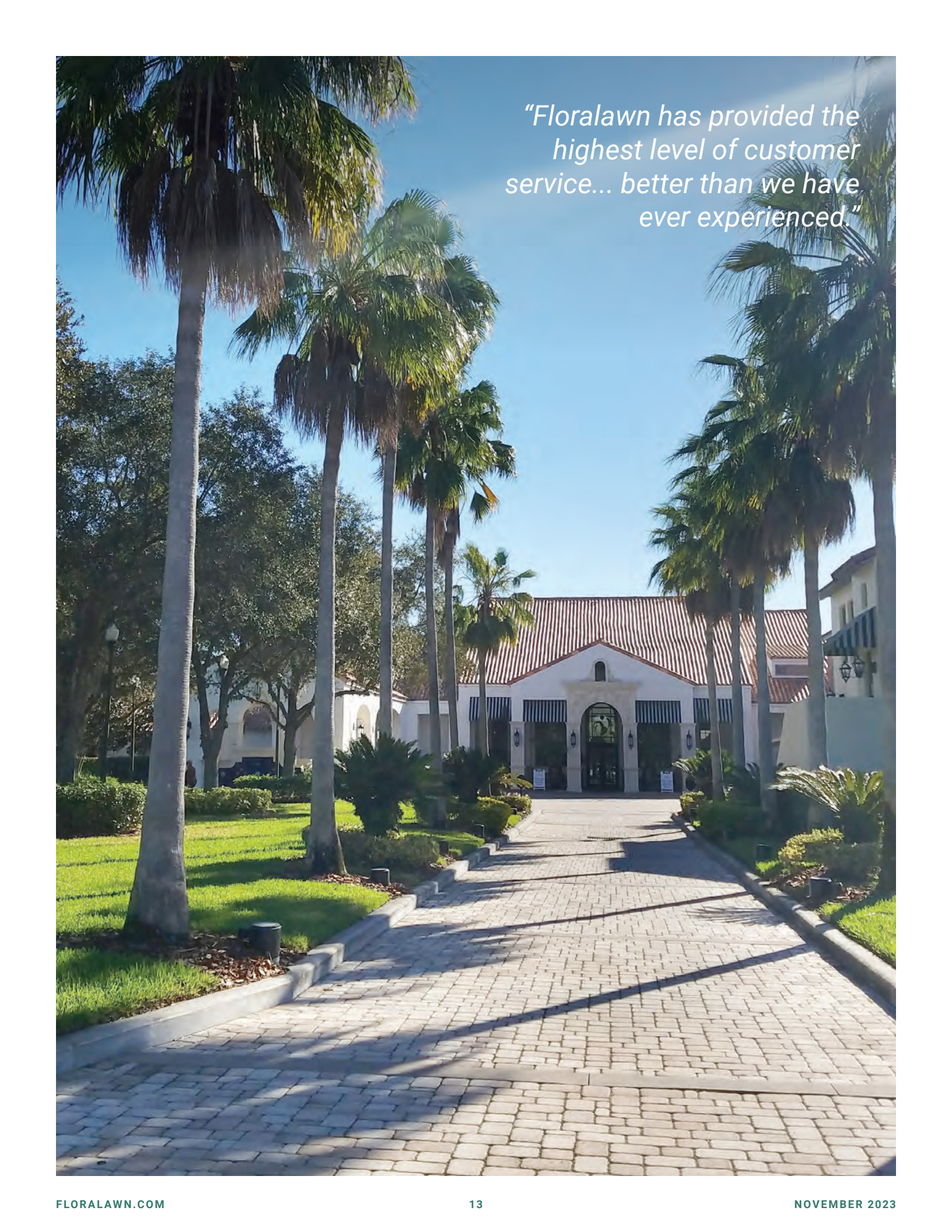
H. Donovan Brown, PhD  
President of Landscape Committee  
863-513-3861

## Overview

Solivita is one of Florida’s largest active adult communities. With over 4300 homes, this community boasts a large towncenter, 13 pools, and miles of roadway cart path. Every single house receives a full compliment of landscape services on a regularly scheduled basis including mowing, edging, plant bed detailing, irrigation, fertilization, and pest control. To manage the large amount of homes and the overwhelming amount of possible support requests when taking the community over, Floralawn implemented a custom, online work order system that allows each homeowner to submit support tickets under their own account.





A photograph of a paved walkway lined with palm trees leading to a white building with a red-tiled roof. The walkway is made of light-colored cobblestones and is flanked by tall palm trees and greenery. The building in the background has a red-tiled roof and a central arched entrance. The sky is clear and blue.

*“Floralawn has provided the highest level of customer service... better than we have ever experienced.”*



# Bellalago



## Details

Type	Master-Planned
Location	Kissimmee, FL
Turf	6 Million Sq Ft
Landscape Beds	500K Sq Ft
Roadway Edging	400K Ln Ft

## Contact

Kraig Carmickle 877-221-6919  
Vice President  
Evergreen Lifestyles Management

## Overview

Bellalago is a massive master-planned community located on coveted Lake Toho that has more than 1200 homes, over 4 miles of roadways, 2 amenity centers, 4 entrances, and over 30 lakes. This community boasts long stretches of road enveloped with mature landscaping and plush turf. Bellalago's amenities is something to be expected from a 5-star resort and is fully equipped with active staff. The amenity center is nestled in front of a serene view of Lake Toho that sport it's own boat access. Residents have the priveledge of walking the curvy dock to enjoy the quietness that a large lake brings. Bellalago is one of Kissimmee's largest community developments and is a much sought-after place to live.





*"We couldn't be more happy with Floralawn. We look forward to a long-lasting relationship."*





# SummerGlen



## Details

Start Date	2019
Type	Master-Planned
Location	Ocala, FL
Townhomes	40
Turf (Common)	500,000 Sq Ft
Homes	950 Built

## Contact

Leland Management	352-245-0432
Ed Stein	352-553-2433

## Overview

Pleasing a Property Manager, multiple builders, and over 1,500 residents consistently is a daily task at SummerGlen. Named one of Where To Retire Magazine's 50 Best Master-Planned Communities four consecutive times, SummerGlen expects and receives the highest quality care and professional service from their landscape service provider. Floralawn works closely with the Property Management staff to create detailed scheduling for all landscape events, from daily mowing to routine fertilization and pest control treatments. Consistency is paramount when maintaining a property of this size and caliber, and SummerGlen has been proud to partner with Floralawn for their needs for over three years. Floralawn was a contractor from 2009 - 2016. In 2019, SummerGlen re-hired Floralawn for all its landscape needs.





*“After having Floralawn for almost 10 years, we forgot what it was like not to have them.”*





# Oakbridge



## Details

Start Date	2009
Type	Master-Planned
Location	Lakeland, FL
Sidewalk	9.6 Miles
Roadway	4 Miles
Turf	755,000 Sq Ft

## Contact

Steve Allen (863) 686-3700  
Property Manager

## Overview

As the gateway to five distinct high-end communities in one of the fastest growing areas of Lakeland, Oakbridge at The Grasslands stands as a picturesque winding road enveloped by the landscape of plush green grass and sprawling majestic oaks. Pops of bright color explode throughout the median in the forms of beautifully blooming tabebuia and crepe myrtle trees. Floralawn has risen to the challenge of maintaining such a diverse landscape, not to mention keeping nearly 10 full miles of hardscaping edged cleanly. Nearby shopping, multiple lakes, a walking trail, and exercise stations bring a lot of foot traffic through Oakbridge, and Floralawn understands that it's putting effort into the smallest details of the landscape that make this property shine.





*“Overall the turf fertility, weed control, pruning, and shaping increases the property’s appearance.”*





# Arden Park



## Details

Start Date	2018
Type	Master-Planned
Location	Ocoee, FL
Turf Grass	250,000 Sq Ft

## Contact

Michelle Barr	407-586-4066
Lennar	

## Overview

Arden Park North offers innovative homes in Ocoee's newest community, located directly off the famous West Orange Trail. The gated community includes amenities such as a swimming pool, cabana, a playground, a tot lot, a park and a trail. Floralawn successfully maintains the landscape in and around these high traffic zones as well as all of the common area.

Arden Park has a multitude of amenities that attract residents at all times of the day. Maintaining these areas during off-times and weather permitting can be a challenge.





*“The service has been great with sincere caution to the high-traffic areas of our community.”*





# Christina Hammock



## Details

Start Date 2001  
Type Master-Planned  
Location Lakeland, FL

## Contact

Jon Gross 201-835-2162  
Self-Managed Property  
Grounds & Maintenance  
Committee Chairman

## Overview

For over 10 years, Floralawn has maintained the common areas and houses within Christina Hammock, helping it grow from the initial three houses into the sprawling 85 homesite community it is today. Many residents know our crew leaders and management staff by name, and all have peace of mind knowing our professional team will consistently maintain well-manicured lawns and shrubs, lush turf that is free of pests and weeds, and properly working irrigation. Residents also enjoy the extra touches, such as the seasonal flash of flair that Floralawn adds by installing fresh annuals in the clubhouse's flower beds for the holidays.





# Qualified to Serve You

## Insurance

We carry full coverage. Should an accident or damaging event occur, our liability and workers comp insurance affords complete protection to clients, residents, and our own staff. We keep our insurance updated and current for everyone’s security and peace of mind.

Type	Policy #	Expiration	Insurer	Limits
Commercial General Liability	21UENOL4446	09/19/2023	Twin City Fire Insurance	\$2,000,000
Automobile Liability	21UENOL4791	09/19/2023	The Hartford #916	\$1,000,000
Umbrella Liability	21HHUOL4447	09/19/2023	Hartford Casualty Ins Co	\$3,000,000
Leased Equipment	85325456	09/19/2023	United Fire & Casualty	\$100,000

## Licensure

All Floralawn team members are licensed by the state they are working in for their tasks and responsibilities. These may include consulting, design work, planning, landscaping, fertilizing, pest control, aquatic controls, and irrigation. Licensing ensures knowledge of and compliance with state regulations in all aspects of landscape management.

Type	License #	Expiration	Issued By
Business Tax Receipt	118675	09/30/2023	Polk County
Agriculture Products Dealer	69915-6	06/11/2023	State of Florida Dept of Agriculture
Pest Control Operator	JF138494	06/01/2023	State of Florida Dept of Agriculture

## Certifications

In addition to being licensed and insured, team members also hold individual certifications in their particular areas of specialty. Certifications demonstrate mastery in a field that enables team members to provide exceptional service.

Type	Reference #	Issued	Qualifier
Stormwater Management Inspector	16795	08/08/2007	FL Dept of Environmental Protection
Maxicom Software	`	09/14/2012	Rain Bird
Best Management Practices	13188, 9797, 8588	2010 - 2011	FL Dept of Environmental Protection



# What Our Clients Say



I have had the pleasure of working with Floralawn in general for the past 3 years and more specifically at an on-site property for the past year. I have found Floralawn to be professional, courteous, and responsive. They have provided excellent service in their work and more importantly have been very responsive to the needs of the residents.

**Matt Davidson**  
*Senior Licensed Association  
Manager  
Leland Management*



Floralawn has provided outstanding landscaping services to our community for over 10 years. They have been an excellent partner. The staff on site are courteous and professional. They demonstrate high levels of concern for our property and have taken ownership in delivering great products and services.

**Gary Gulino**  
*President  
2020 SummerGlen Board of  
Directors*



A couple years ago, a group of residents took up a collection to throw a luncheon for the workers. There was such a large outpouring that it not only afforded a nice lunch but a significant gift to each of the ahrdworking workers. I believe that was a testament of the community support for Floralawn.

**H. Donovan Brown PhD**  
*Landscape Committee  
Solivita*



Floralawn has applied their landscape practices & knowledge to solving landscaping issues within my two current associations with fantastic results. Floralawn has a high respect for "customer service" such as; when issues arise they are dealt with quality and in a timely manner, taking on extra projects that are not contracted and submitting weekly reports to all property managers in a timely manner explaining the work performed in a clear and concise form.

**Kraig Carmickle**  
*CEO  
Evergreen Lifestyles Management*



I have had the pleasure to have Rob Averitt and Floralawn, Inc. work for our companies for over 15 years now. Through that time, they have done our irrigation work, our landscaping work, and most important, our property landscape management work.

I am often hesitant to recommend sub-contractors and vendors, but I would not only recommend Rob's company, but I would also recommend him personally. They are a top-tier company who do things the right way. That comes from the top and it is a pleasure to be associated with companies that do business that way.

**Robert J. Salzman**  
*Principle  
FLC Companies*

# Pricing

## Rolling Oaks CDD

% Tricia L. Adams  
 GMS  
 219 East Livingston Street  
 Orlando, FL 32801

**November 6, 2023**  
*Proposal valid for 60 days*

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

## Landscape Management

Service	Monthly	Yearly
Landscape Maintenance	\$16,275	\$195,300
St Augustine Fertilization Program (6 times)	\$521	\$6,252
Zoysia Fertilization Program (12 times)	\$121	\$1,452
Bermuda Fertilization Program (10 times)	\$105	\$1,260
Aeration and Overseeding (4 times)	\$50	\$600
Top Dressing	\$1,188	\$14,256
Shrub Fertilization Program (4 times)	\$2,302	\$27,624
Monthly Irrigation Inspection	\$1,884	\$22,608
Mulch	\$6,578	\$78,936
Palm Pruning	\$1,670	\$20,040
Palm Injections (3 times)	\$2,048	\$24,576
Annuals (4 times)	\$835	\$10,020
Top Choice (Ants)	\$19	\$228
<b>Total</b>	<b>\$33,596</b>	<b>\$403,152</b>

# Scope of Services

## Turf Care

### Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance **42 times** per calendar year (Floritam) and **42 times** per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season **April through October** and every other week during the non-growing season or as needed **November through March**.

### Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

### Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (**42 times** per year). A soft edge of all bed areas will be performed every other mowing (**21 times** per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

### Fertilization

St. Augustine/Floritam areas shall be fertilized with a commercial grade fertilizer **6 Times per year on St. Augustine**, **8 times per year on Zoysia**, and **10 times per year on Bermuda**. Timing of applications will be adjusted to meet horticultural conditions.

Floralawn does not recommend fertilization on Bahia turf areas. Floralawn will provide an estimate for fertilization and insect/disease control at an additional cost that is outside of the scope of work for this contract.

### Weed, Insect, & Disease Control

Post-Emergent weed applications will be performed up to **4 times** per year between April 1st and October 30th. Pre-Emergent herbicides will be used **2 times** per year between November 1st to April 1st. Weed control applications are conducive to soil and air temperatures. Floralawn will not be held responsible for the post emergent control of common grassy weeds like Crabgrass & common Bermuda due to the absence of legal and selective post emergent herbicides for this use.

Insect & disease control (not preventative) measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds will be treated as they appear, but contract pricing does not include products that offer extended ant control. Products like Bayer's Top Choice or Chipco Choice that offer extended ant control can be purchased outside the scope of this contract.



# Tree, Shrub, and Groundcover Care

## Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **18 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palm fronds will be performed as needed
4. Ground covers and vines can maintain a neat and uniform appearance.

## Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Mechanical and chemical herbicides will be used as control methods.

## Fertilization

Palms and hardwood trees will be fertilized **2 times** per year. Shrubs and groundcovers will be fertilized **4 times** per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

## Insect, & Disease Control

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

# Irrigation

## Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

## Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

## Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **\$80.00 per hour**. Faults and failures of the irrigation system communicated to FloraLawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

# Miscellaneous

## Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

## Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation

AFFIDAVIT OF NON-COLLUSION

STATE OF Florida  
COUNTY OF POIK

I Bryan Boyett, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a VP of Sales in the firm of FLORALAWN, INC., and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 6 day of November, 2023.

Bryan Boyett  
Signature by authorized representative of Proposer

State of Florida  
County of POIK

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 2023, by Bryan Boyett, of the Floralawn Inc who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Melissa Carole Johnson  
Signature of Notary taking acknowledgment





**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape maintenance services has been submitted on this 6 day of November, 2023 by Floralawn Inc. [company] whose business address is 734 S. Combee Rd Lakeland FL 33801, telephone number is 863-668-0494, and electronic mail address is Bryan.Boyett@Floralawn.com

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Owners consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Owners.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

- Addendum No. new pricing sheet dated 11-6-2023
- Addendum No. none at time dated \_\_\_\_\_
- Addendum No. none at time dated \_\_\_\_\_

Bryan Boyett  
Signature by authorized representative of Proposer

County of Polk

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 2023, by Bryan Boyett, of the Floralawn Inc who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Melissa Carole Johnson  
Signature of Notary taking acknowledgment



### EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY

**Contractor:**

<u>Material</u>	<u>Description</u>	<u>Price</u>
<b>Mulch</b>	Price/yard installed for quantities <u>over</u> 100 cubic yards Cocoa Brown	\$ 55
	Price/yard installed for quantities <u>under</u> 100 cubic yards Cocoa Brown	\$ 55
	Price per 3 cubic foot bag of Mulch Cocoa Brown	\$ NA
<b>Hard Materials</b>	Price per bag for Seminole Chips	\$ NA
	Price per ton for Seminole Chips	\$ 460
	Price per ton for 3"-5" River Jack	\$ 400
<b>Seasonal Color</b>	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$ 1.50
	Bed preparation and installation per 1 gallon pot	\$ 8
	Supply and install 8" to 10" hanging basket	\$ 45
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$ 155
<b>Sod (St. Augustine)</b>	<i>Turf reparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	\$ 1.45
	Square foot price for quantities between 1,000 and 3,000 square feet	\$ 1.40
	Square foot price for quantities between 3,000 and 10,000 square feet	\$ 1.25
	Square foot for price quantities greater than 10,000 square feet	\$ 1.15
<b>Irrigation</b>	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	\$ 65
	Irrigation Laborer per hour	\$ 65
	PVC parts	List less <u>NA</u> %

	Non PVC parts	List less <u>NA</u> %
	Valves, Clocks and any part over \$300.00	List less <u>NA</u> %
<b>General Labor</b>	Foreman per hour	<del>\$</del> 45
	Labor per hour	<del>\$</del> 45
<b>Arbor Care</b>	Production day (8 hour) Truck, Chipper, 3 man crew	<del>\$</del> 4,900
<b>Miscellaneous</b>	Bush hogging per acre @	<del>\$</del> 125

The per unit cost for installation of various sizes and quantities of plant material is listed below:

4 inch Groundcover:	< 50 plants	<del>\$</del> 2.65
	50 - 100 plants	<del>\$</del> 2.60
	100 - 250 plants	<del>\$</del> 2.55
	> 250 plants	<del>\$</del> 2.50
1-gallon Plant Material:	< 50 plants	<del>\$</del> 8
	50 - 100 plants	<del>\$</del> 7.75
	100 - 250 plants	<del>\$</del> 7.50
	> 250 plants	<del>\$</del> 7.25
3-gallon Plant Material:	< 50 plants	<del>\$</del> 17
	50 - 100 plants	<del>\$</del> 16.75
	100 - 250 plants	<del>\$</del> 16.50
	> 250 plants	<del>\$</del> 16.25
7-gallon Plant Material:	< 50 plants	<del>\$</del> 55
	50 - 100 plants	<del>\$</del> 54
	100 - 250 plants	<del>\$</del> 53
	> 250 plants	<del>\$</del> 52
15-gallon Plant Material:	< 25 plants	<del>\$</del> 125
	25 - 50 plants	<del>\$</del> 124
	50 - 100 plants	<del>\$</del> 123



	> 100 plants	<u>\$122</u>
30-gallon Plant Material:	< 25 plants	<u>\$325</u>
	25 – 50 plants	<u>\$320</u>
	> 50 plants	<u>\$318</u>
45-gallon Plant Material:	< 25 plants	<u>\$653</u>
	25 – 50 plants	<u>\$650</u>
	> 50 plants	<u>\$645</u>
65-gallon Plant Material:	< 25 plants	<u>\$970</u>
	25 – 50 plants	<u>\$965</u>
	> 50 plants	<u>\$960</u>

**Rolling Oaks Community Development District  
Request for Proposals No. 2024-100  
Addendum #1  
November 6, 2023**

Q: The price form bid sheet includes Reunion East CDD, are we to ignore this property for this RFP?

A: Only the price sheet for Rolling Oaks CDD (the District) should be completed and submitted. In an effort to avoid confusion, a revised bid sheet with the Reunion East CDD sheet deleted from the price sheet will be circulated November 6, 2023 as part of Addendum #1.

Q: The Rolling Oaks CDD price sheet does not have any quantities; I assume we will provide this information?

A: Yes, bidders should estimate quantities. Furthermore, bidders should provide the estimated quantities where requested as part of the bid sheet submitted such as for bed dressing.

Q: What are the frequency requirements for pond mowing?

A: Please refer to Schedule A General Services Turf Maintenance for frequency of mowing.

Q: We noticed the pond mowing budget significantly decreased from the previous year; can you speak to this?

A: The pond mowing line item has been and will be aggregated with the landscape maintenance line item.

Q: When will mulch usually be installed?

A: Mulch will usually be installed in the Fall, but per the proposed Scope of Services, the District must approve the proposal for mulch application prior to the installation of bed dressing.

Q: There are different types of mulch currently installed. Please clarify the type of mulch to bid.

A: Proposers should bid cocoa brown mulch. Pine bark mulch is being phased out and will not be installed in the future.

Q: Are there maps available for irrigation controllers and zones?

A: An irrigation map will be circulated November 6, 2023. A link to irrigation plans via dropbox is circulated below on November 6, 2023.

<https://www.dropbox.com/scl/fo/b8974p5dvrvbfxqlxzj57/h?rlkey=3qdwmt2u3z3m2kh3gwn6suey&dl=0>

- Q: If we are reading correctly, the approved budget for 2024 landscape maintenance contract including pond 4 is \$185,088. Given the post-Covid inflation and labor cost increases, combined with the high levels of service requested in the RFP for the high profile CDD landscapes within Margaritaville, does the District feel this is a realistic budget?
- A: The District understands that proposals in excess of the fiscal year 2024 budgeted amount for landscape maintenance and lawn mowing may be received.
- Q: Is the District prepared for an increase above this budget to honor the clearly defined scope of work requested? If not, will the District allow for suggested reductions of scope to meet the approved 2024 budget?
- A: The District plans to select a service provider based on the selection criteria in the Project Manual. The selected vendor will then enter into an agreement with the District based on mutually agreeable terms including the Scope of Service and annual cost. Proposers should bid on the project based on the proposed Scope of Service within the Project Manual.
- Q: Was the previous contractor and budget based on the same scope of work outlined in this RFP, or is this an increase in scope?
- A: The current landscape agreements are based on a different scope of services when compared to the Project Manual and proposed Scope of Service.
- Q: Is the District expecting a 52-week presence on property? The 3-week detail rotation in the RFP seems to imply that.
- A: The District's expectation is to provide a proposal in accordance with the proposed Scope of Service included in the Project Manual, including the detail of the property once every three weeks with high traffic and focal areas getting weekly attention.
- Q: Since many of the landscape areas along the CDD boulevards are only shrub beds and detail work, requested to be done in a 3-section rotation, does the District want 100% of sidewalks, curbs, and islands blown off each week if no work is to be done in those areas? The RFP does mention policing the whole site. Blowing all areas each week is a significant scope of work but is not clearly defined in the RFP. Is there any other staff or vendor blowing off these areas, or does the District expect the landscaper to do it weekly?
- A: Work not included with the Scope of Service should not be included in vendor proposals. The Scope of Service does require the removal of clippings and unwanted vegetation with each service and keeping District areas clear of debris.
- Q: We suspect so, but please confirm the Bahia Turf areas outside wall to sidewalk along Formosa Gardens Blvd and Funie Steed Rd are to be serviced per Bahia mow frequency listed in the RFP. Do we need to weed-eat along wall each cycle?
- A: The area outside of the wall along Formosa Gardens and Funie Steed are maintained by the HOA.
- Q: Please confirm the 2.77 miles of lakefront in pond 4 is to be mowed and weed-eated to waters edge each of the requested 40-42 Bahia mow cycles.

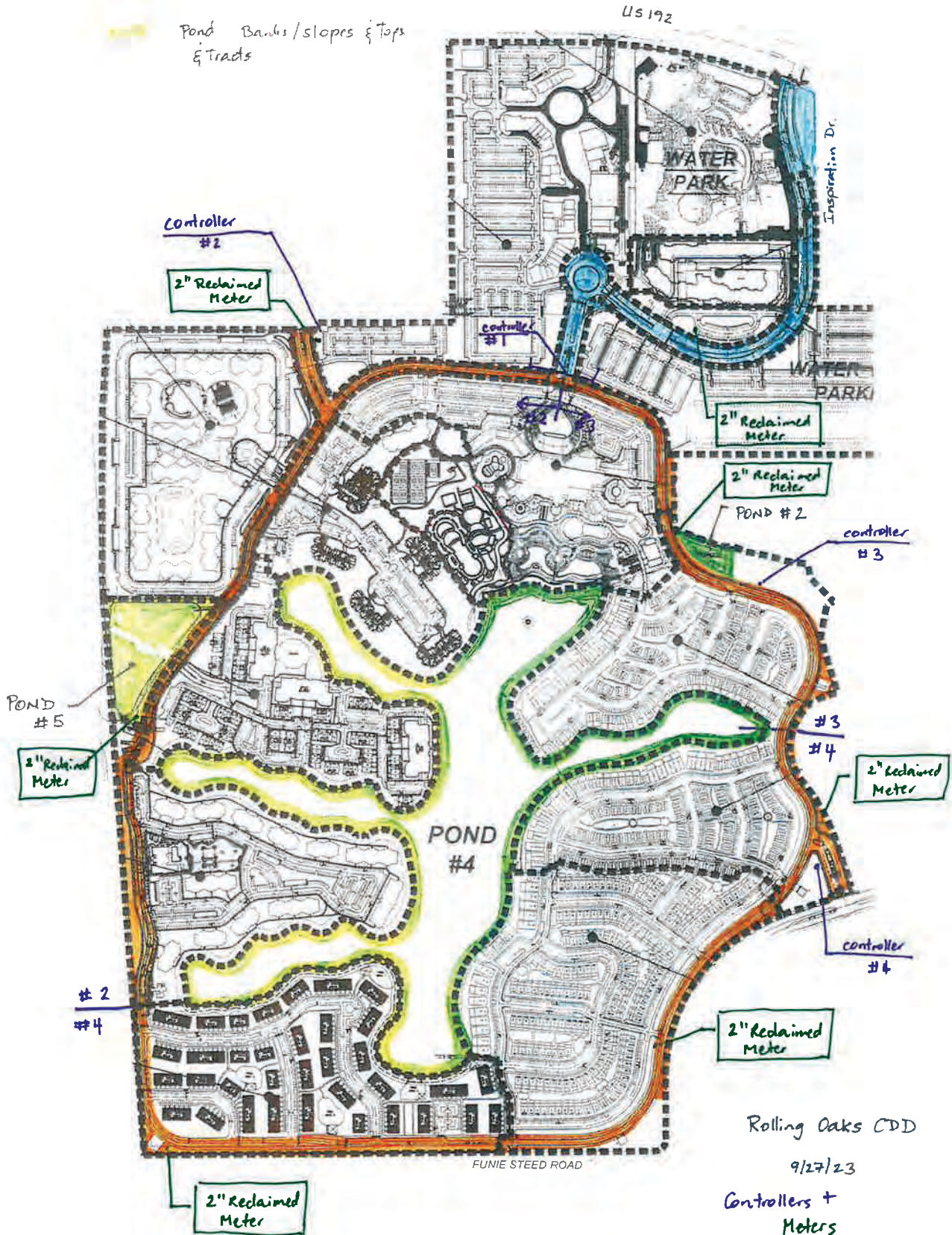


- A: Vendors are responsible to take their own measurement as the District does not have a specific acreage for this area. The specifications for Bahia mowing are included in the proposed Scope of Service.
- Q: Does the District believe 40-42 mow cycles for Bahia, especially when not irrigated, is needed?
- A: Bahia should be mowed per the Scope of Service: weekly during the growing season and bi-weekly during the non-growing season.
- Q: OTC injections and root drenching of the many date palms in the District is a significant cost. Does the District want all bidders to include this cost per the RFP? Is this a possible space where we can offer an add/alt item versus including in the scope pricing spreadsheet?
- A: Proposers should provide a proposal per the proposed Scope of Services provided in the project Manual.
- Q: Please confirm the District wants the multiple trimmings of palms scheduled in the RFP, versus one trimming per year for all palms.
- A: Proposers should provide a proposal per the Scope of Services provided in the project Manual.
- Q: The crushed shell or rock in many of the beds is covered in small dust/debris. Does the District expect these areas to be free of dust/debris throughout the new contract term? The RFP implies “debris free condition for the entire life of the contract”.
- A: The District is reasonable and does not necessarily consider small dust to be debris. That being said, per the Project Manual the site is accepted in an *as is* condition and vendors are responsible to maintain the project per the Scope of Service that will be mutually agreed upon in the landscape service agreement.
- Q: Year 1 mulch installation will likely require more cubic yards than a typical budget year over year. Can bidders include in our pricing an on-going budget as well as additional mulch required for year 1 due to current lack of mulch in many beds?
- A: Bidders should include the quantity of cocoa brown mulch per the instruction in the bid sheet and the unit price requests.
- Q: The RFP states the contractor is to include irrigation maintenance costing for “a completely operational irrigation system.” Can the District confirm the current state of the irrigation system?
- A: Although there is a pending repair for one irrigation controller, this repair will be facilitated soon. The irrigation system is an operating irrigation system.
- Q: Please confirm whether there are any areas of annuals within the District.
- A: There are no annuals at this time.

Inspiration Drive / Margaritaville Blvd ROW

Rolling Oaks Blvd ROW

Pond Banks/slopes & Tops & Tracts



Rolling Oaks CDD

9/27/23

Controllers +  
Meters

# OUR PROMISE TO YOU

When you choose Floralawn, you will find your expectations met or exceeded with the convenience of one point of contact. We will be professional and proactive in our practices while using high-quality people, efficient systems, updated technology, and competitive pricing. We look forward to serving you and assure you that when you choose us, you have gained the best company in the business.



P.O. Box 91597  
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863-668-0494  
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NOVEMBER  
2023

# Landscape Proposal

Rolling Oaks CDD



Presented To  
Tricia Adams, District Manager

Presented by  
Derek Ryan, OmegasCAPES

## EXHIBIT 2 - FEE SUMMARY ROLLING OAKS CDD

**Contractor:** Omegascares, Inc.  
 Derek Ryan  
 Business Development Manager  
**Address:** 4954 N Apopka Vineland Rd  
 Orlando, FL 32818  
**Phone:** 407-930-6010  
**Fax:**  
**Contact:** [derek@omegascares.com](mailto:derek@omegascares.com)  
 321-231-3544

**Property:** Rolling Oaks  
 CDD  
**Address:** 219 East Livingston Street  
 Orlando, FL 32801  
**Phone:** 407-841-5524  
**Fax:**  
**Contact:** Tricia L. Adams  
 GMS Central Florida  
**Dates:** through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>GENERAL SERVICES</b> (Schedule A) 3-man mow crew one day x 41, 4-man detail crew one day x 52	10,707	10,707	10,707	10,707	10,707	10,707	10,707	10,707	10,707	10,707	10,707	10,707	\$128,484
<b>TURF CARE</b> (Schedule B) 12 apps Zoysia + 1 Top Choice app, 3 apps Bahia (excluding 15' around water)	250	250	1,250	250	707	1,250	250	250	250	1,250	250	250	\$6,457
<b>TREE / SHRUB CARE</b> (Schedule C) 6 shrub apps, 3 root drench + OTC injection on 86 date palms	10,500	2,500		2,500	10,500	2,500		2,500	10,500	2,500		2,500	\$46,500
<b>*BEDDING PLANTS</b> (Schedule D) <i>no bedding plants</i>													\$0
<b>*BED DRESSING</b> (Schedule D) <i>800 cubic yards per year installed by hand (not blown in)</i>			46,403										\$46,403
<b>PALM TRIMMING</b> (Schedule D) <i>1X per year: 194 Ribbon, 390 Sabal, 22 Queen, 3 Mule 2X per year: 86 date, 194 Washingtonia</i>		9,925				10,905		9,925 35,005				10,905	\$76,665
<b>IRRIGATION MAINT.</b> (Schedule E) <i>3 days per month to inspect all zones</i>	1,668	1,668	1,668	1,668	1,668	1,668	1,668	1,668	1,668	1,668	1,668	1,668	\$20,016
<b>TOTAL FEE PER MONTH:</b>	<b>\$23,125</b>	<b>\$25,050</b>	<b>\$60,028</b>	<b>\$15,125</b>	<b>\$23,582</b>	<b>\$27,030</b>	<b>\$12,625</b>	<b>\$60,055</b>	<b>\$23,125</b>	<b>\$16,125</b>	<b>\$12,625</b>	<b>\$26,030</b>	<b>\$278,122</b>

AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD, AND FOURTH ANNUAL RENEWALS.

TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIRST YEAR	\$ 278,122
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) SECOND YEAR	\$ 286,466
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) THIRD YEAR	\$ 295,060
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FOURTH YEAR	\$ 303,911
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIFTH YEAR	\$ 313,029

\*Bedding plants and bed dressing are only installed with written permission and the District may forgo installation and commensurate costs of bedding plants and bed dressing for any length of time; Due to potential variance in estimated quantity for annual mulch installation, this item will be reviewed separately with unit costs and is not included with total annual fees.



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About Omegascapes



Approach & Equipment



Mission and Vision



Details of Approach



Meet the Team



Pricing Summary



Services Offered



Corporate Information

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*We look forward to the opportunity to give a presentation in front of the board, where you can learn more about Omegascapes, our team, and our approach to your property.*



**Imagine Landscaping Simplified**

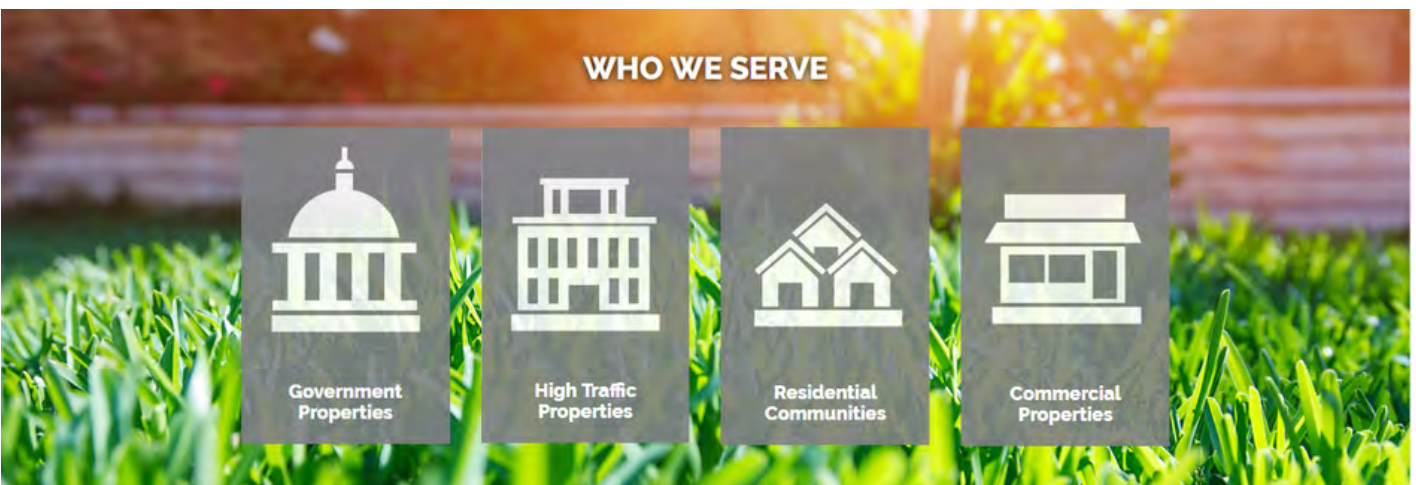
# About Omegascapes

## Who are we?

Omegascapes, Inc. is a full service, commercial landscape management company headquartered in Orlando, FL. We currently service all of Central Florida and are working our way into the Daytona, Ocala, and Tampa markets. Our services include landscape maintenance, irrigation services, fertilization and pest control, arbor care, and landscape improvements. Our focus is on properties with extensive landscapes that require a high level of detail and attention. Our promise is proactive landscape management with the highest level of customer service in the industry at the best value.

## Where did we come from?

Our entire management team and ownership have all worked for the largest companies in our industry, and we feel that Omegascapes has blended the best qualities of a large operation with the benefits of a smaller, family owned business. It is becoming more and more evident that “bigger” isn’t necessarily better in a landscape maintenance company. What really matters is “are you big enough”. Our sister company, Lake Conway Landscaping, specializes in large scale commercial landscape development which is a nice compliment to Omegascapes’ ability to manage those same types of landscapes. With both companies available to you, we have plenty of resources and “muscle” for whatever your needs may be.



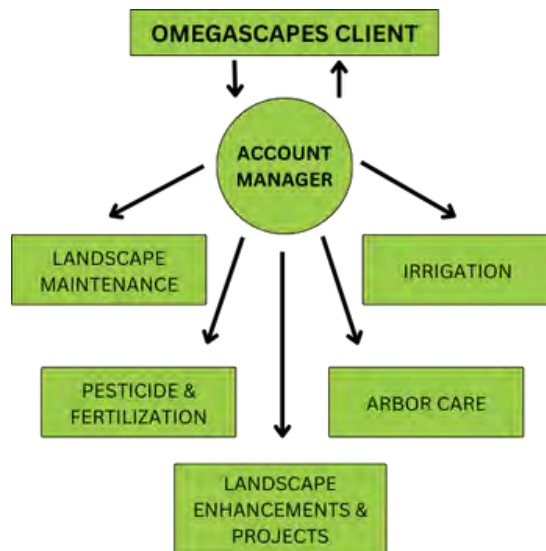
# Mission and Vision

## What makes Omegascapes different?

The biggest difference is simple: We do what we promise... and we manage ourselves. Seems too simple, right? Well, what we have discovered by listening to prospective clients for the last decade is that this concept is sorely lacking in the industry. To be successful at this puts a lot of responsibility on us, though. It is much easier to over promise to make a sale... and then under deliver while having lots of excuses. I'm sure many of you have experienced this with other contractors. If we deal with the reality of the challenges and create and execute a plan of success based on achievable goals, we now become your partner and not just another contractor. Why? Because we have helped you and your property achieve the curb appeal that everyone said they could provide but didn't.

## Why should you choose Omegascapes?

The short answer is... because you are tired of the empty promises and failed executions. Omegascapes is fully committed to raising the bar in our industry one client at a time, one property at a time. We refuse to under bid a property like many of our competitors do just to close a sale. To properly manage a landscape on any given property takes the man-hours it takes every single visit. No company can magically do this consistently for less hours with a smaller crew at a cheaper price. We will dedicate the staff, equipment, and resources to your property to meet the expectations that were agreed upon. We will offer you proactive solutions, and a plan to get it done, and you won't have to chase us down and beg us to do it. If we discover that budgets are not ideal, we will offer the best plan possible that focuses on the priority areas first so your team, guests, and residents can see the improvements. Omegascapes will bring the right vision, the right plan, the right resources, and the right management to be successful.





# Our Team



**Kevin Carmean**

PRESIDENT

Kevin Carmean is owner, and President, of OmegaScapes and Lake Conway Landscaping. He obtained his bachelor's degree in Business Management from Rochester College, is a Licensed Irrigation Contractor and is FNGLA certified as a Horticultural Professional, Landscape Contractor, and Technician. In his 25+ years in the industry, Kevin has been responsible for well over \$250 million in landscape revenue. Prior to starting OmegaScapes and LCL, he worked for one of the world's largest landscape companies, successfully managing their Orlando branch with over 150 employees and an annual revenue exceeding \$30 million. The combination of Kevin's experience, management style and personality have allowed him to put together and maintain the best team of landscape professionals in the industry.



**Fab Monsanto**

HR/ ACCOUNTING MANAGER



**Jill Lichner**

OFFICE MANAGER



**Jared Berryman**

VP OF OPERATIONS



**Chris Arnold**

OPERATIONS  
MANAGER



**Derek Ryan**

BUS. DEVELOPMENT  
MANAGER



**Shane Bradley**

SR. ACCOUNT  
MANAGER



**John Cook**

IRRIGATION  
SUPERVISOR



**Juan Hernandez**

ACCOUNT  
MANAGER



**Jeff Hummel**

ACCOUNT  
MANAGER



**David Vilorio**

ACCOUNT  
MANAGER

# Team Highlights



**Jared Berryman**  
VP OF OPERATIONS

Jared Berryman is our VP of Operations with 20+ years of industry experience. Prior to joining LCL Jared worked for one of the world's largest landscape companies, where he successfully managed Reunion Resort & Club of Orlando and Bella Collina in Montverde. Jared holds Bachelor of Science degree from the University of Florida in Environmental Horticulture, a State of Florida Irrigation Specialty Contractor and Agriculture Best Management Practices certified. He also holds an OSHA 30 certification. As VP of Operations, Jared supports the landscape installation and maintenance management teams. Jared prides himself on attention to detail and this effort shows not only in the standards of our crews, but also our responsiveness and the high quality of our projects.



**Chris Arnold**  
OPERATIONS  
MANAGER

Chris Arnold is our Operations Manager with 20+ years in the industry. Prior to joining OmegaScapes, Chris worked for one of the nation's largest landscape companies and was responsible for overseeing \$5 million in revenue on multiple sites. Chris managed very large projects, including Reunion Resort, Marriott, and Marriott timeshares resorts. Chris holds certifications with FNGLA, and a certification in Best Management Practices. Chris prides himself in leading his crews to provide the best customer satisfaction, attention to detail, and going above and beyond client expectations for the properties.



**Shane Bradley**  
SR. ACCOUNT  
MANAGER

Shane Bradley is our senior account manager with 20 years of experience. Before joining Omegascaapes, Shane worked for one of the nation's largest landscape companies, overseeing large commercial properties and upscale resorts. Shane has a background in lawn and ornamental pest control and fertilization, as well as installing and managing irrigation systems. He has a meticulous eye for detail and provides quality, friendly customer service. You will see him often on property working closely with his crews.

# Our Services

## Maintenance

This is the “core” of our service that requires weekly visits with specialized mowing and detail crews.

Our teams are dressed professionally, always safety conscious, and committed to the highest standards of quality in the industry.



## Irrigation

As licensed irrigation contractors, we specialize in large, complex commercial systems that need a high level of management.

## Pest & Weed Control

Certified professionals work to keep weeds and pests away, while being mindful of the health of lakes and waterways.



## Enhancements & Projects

From small, routine upgrades to large scope renovations, we have the team, equipment, and expertise to handle all your projects.



# Equipment & Labor



- All trucks and trailers are clearly branded with company logo
- Highly visible safety vest with logo and PPE
- Professional appearance
- Minimum one crew member fluent in English
- Property will be serviced by contract-specified number of crew members, handling all services per agreed cycles on a set schedule
- Special attention to high profile areas such as parks, amenities, and entryways. These areas will be inspected more frequently



# Equipment & Labor



- Mower sizes selected based on your property's needs and scope
- Large area mowers used on sprawling properties to add efficiency
- 2-cycle equipment such as weed-eaters, edgers, and trimmers
- Backpack and full rig sprayers
- Equipment rotated out and replaced every 2-3 years





# Approach & Plan – Mow Map & Detail Map



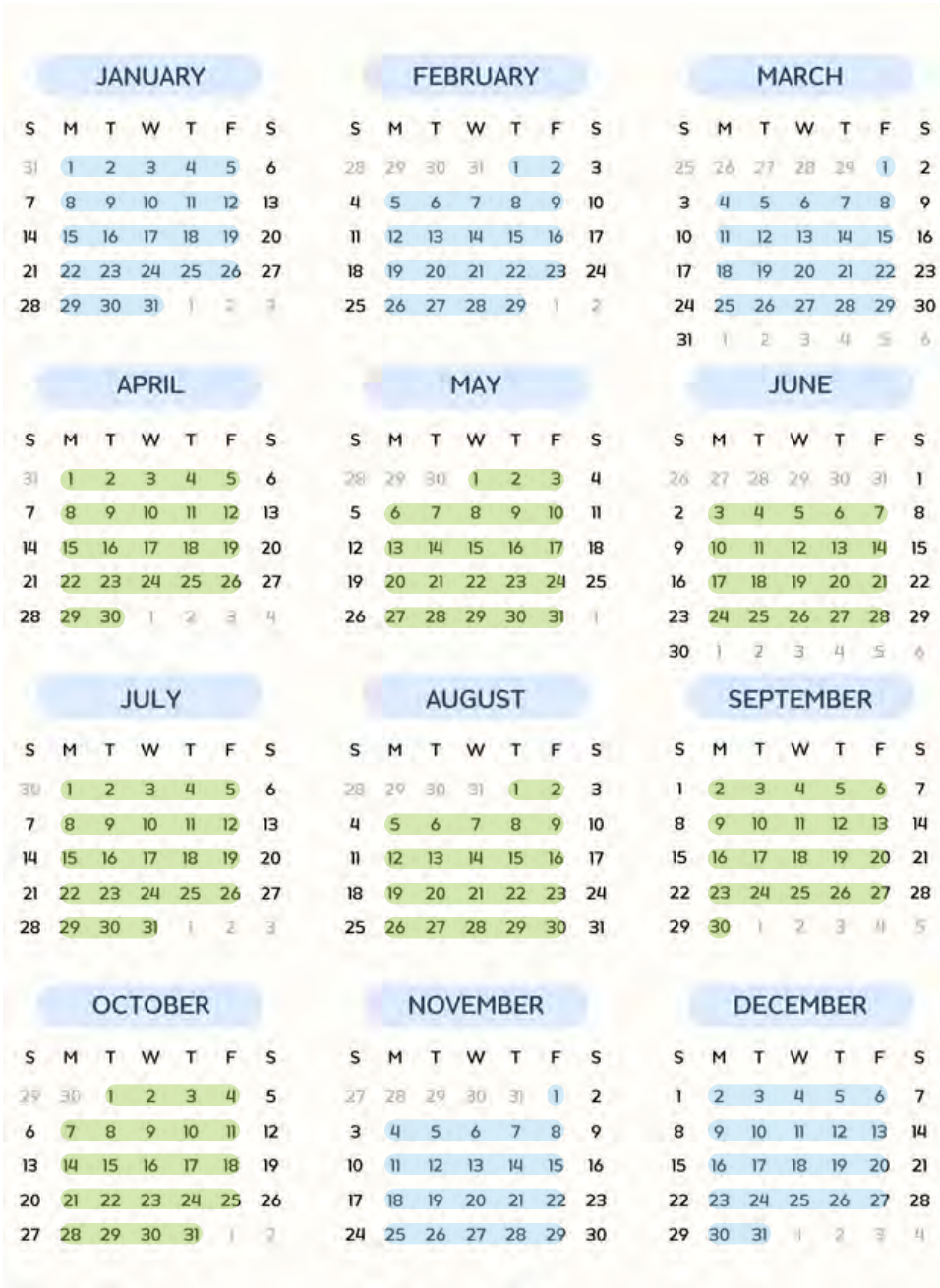
↑ Mowing of all areas will be done in one day each mow cycle

Sectional detailing in 3-week rotation done in one day each week ↓





# Details of Approach – Primary Crew Labor Schedule



**22 Winter Weeks**  
 November through March

4 Detail Crew Members  
 1 day per week  
 @36 man-hours per week  
 792 man-hours

3 Mow Crew Members  
 1 day every other week  
 @27 man-hours  
 297 hours

**Total Winter Labor Hours**  
**1,089**

**30 Summer Weeks**  
 April through October

4 Detail Crew Members  
 1 day per week  
 @40 hours per week  
 1,200 hours

3 Mow Crew Members  
 @30 hours per week  
 900 hours

**Total Summer Labor Hours**  
**2,100**

Omegasapes estimates 3,189 landscape maintenance labor hours for the year. We encourage you to ask all contractors how many labor hours they have included in their bids. Landscapers typically do not like to share this information. However, this is the only accurate way to compare landscape proposals. A lower price does not necessarily mean they have included the same level of service that we have. It is our opinion this, or very near this, number of hours is needed each year.

# Details of Approach

## Mowing and Detailing

**Mowing:** During summer weeks, an average of a **3-person mow crew** will mow all ponds and common areas in one full work day each week. During winter weeks, we will continue services with a 3-person mow crew every other week. If the mow crew happens to finish early, they will assist the detail crew for the remainder of that day's service.

**Detailing:** During summer weeks, an average of a **4-person detail crew** will trim, clean up, and spray/pull weeds in one third of the property each week. (see detail map on pg 10). During winter weeks, we will continue with a 4-person detail crew working the same plan each week. This is the time of year to catch up on "cutbacks" of shrubs, trim back grasses, and lightly prune the Crape Myrtles. Detailing of beds in our approach is a 52 week service.

Here are some estimated details of the size and scope of your landscape areas we will service each cycle:

- 18,500 square feet of Zoysia turf (.42 acres)
- 106,400 square feet of High Profile Bahia turf (2.45 acres)
- 406,345 square feet of Bahia Pond turf (9.33 acres)
- 7,283 linear feet of hard edging along turf (1.4 miles)
- 8,654 linear feet of soft bed edging along turf (1.64 miles)
- 58,728 linear feet of blowing along sidewalks, curbs, islands, etc. (11.1 miles)
- 21,746 linear feet of weed eating along turf areas, pond shores, walls/fences, tree rings, etc (4.12 miles)
- 226,489 square feet of beds to be trimmed and/or weeds pulled/sprayed (5.12 acres)
- 75,000 square feet of additional open rock/mulch bed areas and tree rings to pull/spray weeds and clean up debris (1.72 acres)
- 60,000+ linear feet of sidewalks, curbs, decks, etc. policed for crack weeds (11.36 miles)

We share this information with the goal of helping the Rolling Oaks CDD District to better understand the vast size and scope of the landscape areas serviced. This is the largest area of cost in the scope of work, and cannot be magically done with less resources... regardless how shiny their trucks and brochures are. Properly managed with enough hours in our budget, Omegascaapes will consistently meet or exceed the expectations of the Rolling Oaks CDD team.

**Omegascaapes estimates 3,189 landscape maintenance labor hours for the year. Please ask all contractors how many labor hours they have included in their bids. Landscapers typically do not like to share this information. However, this is the only accurate way to compare landscape proposals. A lower price does not necessarily mean they have included the same level of service that we have. It is our opinion this, or very near this, number of hours is needed each year.**

# Details of Approach

## Irrigation Inspections

Since a total zone count on property was not provided, we have estimated there are 120 zones in the Rolling Oaks CDD. Using an average inspection rate of 15 min per zone, including drive time, we have proposed **one tech for 3 days** each month for irrigation inspections. Here is a typical approach we use for irrigation inspections:

- Inspect each clock for proper functioning and programming. Check for any errors or faults, investigate as needed. Confirm time of day and programming is accurate as well.
- Inspect each well and/or water meter that supplies the irrigation mainlines. Check for any leaks or anything else that seems out of the ordinary.
- Turn each zone on. Walk the area and inspect each sprinkler for proper coverage and spray pattern adjustment. Address any that need to be adjusted. You have tens of thousands of them on property.
- Clean a "reasonable" amount of clogged heads. Replace filters or nozzles. If there is a significant amount, flag them and come back after inspection to write an estimate for approval.
- Flag any broken sprinklers, lateral pipes, leaky valves, bad clocks, etc. Come back after inspection to write an estimate for approval. If there is a preapproved repair budget each month, make repairs and document with photos.
- Inspect / clean out any filters that may be part of the main line or valves. We do recommend filters on reclaimed water and well systems because the water is often dirty which clogs nozzles and valves.
- Check battery life in any timers or clocks that require them. Replace if needed.
- As valves are located, make notes on a map that will become an accurate irrigation map for the entire property over time. Irrigation blueprints supplied to contractor from management would be VERY helpful.
- Write up a thorough report of your inspection. Document the program scheduling. Make any notes of relevance. Scan this to a digital file at the office to forward to client.
- Write up any repair estimates that are needed based on what was discovered during inspection. Scan this to a digital file at the office to forward to client.

As you can see, it is likely that 15 minutes per zone is not enough time to do a thorough inspection on this size of a property. Understanding the budget concerns of the District, we feel this is the bare minimum for a baseline. During our first inspection, we will create a report of actual conditions of the community irrigation and offer solutions. We anticipate many repairs will be needed to streamline and improve the irrigation systems.

**Omegascares estimates 360 irrigation inspection hours for the year including drive time. Please ask all contractors how many labor hours they have included in their bids. Landscapers typically do not like to share this information. However, this is the only accurate way to compare landscape proposals. A lower price does not necessarily mean they have included the same level of service.**



# Details of Approach

## Fertilization and Pest Control

Throughout the Rolling Oaks CDD, there is an estimated 6 acres of landscape area to be managed with a proper horticulture program. We have bid to the scope of work in the RFP, including significant cost for 3X per year root drenching and OTC injections of the 86 date palms. This should be considered an insurance policy, and not a guarantee. It is, however, the best defense we have to combat the diseases that are attacking these expensive specimen palms.

## Cocoa Brown Mulch

- We have included in our proposal an average of 800 cubic yards of Cocoa brown mulch each year. It is difficult to estimate the quantity on this property, and given budget restraints we have erred on the side of caution. It is our opinion the property truly needs approximately 1000 cubic yards per year.
- Mulch will be installed by hand from bags, not blown in. It costs a bit more to do it this way, but will be a much cleaner installation. This will also reduce the amount of debris in the adjacent white rock areas.

## Annuals

- No replacement of annuals are included in our proposal.

## Palm Trimming

- Per the RFP, we have included trimming for a variety of palms. Here is our count of palm varieties and the frequencies of trimming requested in the RFP:
- 1X per year: 194 Ribbon Palm, 390 Sabal Palm, 22 Queen Palm, 3 Mule Palm
- 2X per year: 86 Date Palm, 194 Washingtonia Palm

# Pricing Summary – Rolling Oaks CDD



## Rolling Oaks CDD

**ROLLING OAKS CDD**  
**219 EAST LIVINGSTON STREET**  
**ORLANDO, FLORIDA 32801**

**Sales:** Derek Ryan  
**Rolling Oaks CDD-Maintenance**  
 8000 Fins Up Circle Kissimmee, Florida 34747

**Est ID:** EST2284098  
**Date:** Oct-26-2023

**Email:** tadams@gmscfl.com  
**Phone:** 407-841-5524

CONTRACT SERVICES	Visits	Billing Type	Season Price
<b>Mowing - Summer</b>	<b>30</b>	<b>Per Season</b>	<b>\$35,619.00</b>
3-man mow crew for one full day each of the 30 weekly summer cycles			
<b>Mowing - Winter</b>	<b>11</b>	<b>Per Season</b>	<b>\$11,754.27</b>
3-man mow crew for one full day each of the 11 bi-weekly winter cycles			
<b>Bed Detailing - Summer</b>	<b>30</b>	<b>Per Season</b>	<b>\$48,681.00</b>
4-man detail crew for one full day each week of the 30 summer cycles			
<b>Bed Detailing - Winter</b>	<b>22</b>	<b>Per Season</b>	<b>\$32,426.46</b>
4-man detail crew for one day each week for the 22 winter cycles			

OmegaScapes, Inc  
 4954 North Apopka Vineland Road  
 Orlando, Florida  
 32818

P.4079306010

www.omegascapescapes.com  
 derek@omegascapescapes.com

# Pricing Summary – Rolling Oaks CDD

<b>CONTRACT SERVICES</b>	<b>Visits</b>	<b>Billing Type</b>	<b>Season Price</b>
<b>Pest Control &amp; Fertilization</b>	<b>12</b>	<b>Per Season</b>	<b>\$21,999.96</b>
12 Zoysia apps, 1 Top Choice app 3 Bahia apps (excluding 15' around waters edge) 6 Shrub apps			
<b>Palm Drenching &amp; OTC Injection</b>	<b>3</b>	<b>Per Season</b>	<b>\$30,960.00</b>
3 Root Drenches on 86 date palms 3 OTC Injections on 86 date palms			
<b>Irrigation - Inspection</b>	<b>12</b>	<b>Per Season</b>	<b>\$20,019.60</b>
3 days each month to inspect all zones			
<b>Palm Trimming 1X per year</b>	<b>1</b>	<b>Per Season</b>	<b>\$29,961.33</b>
1X trim of palms: 94 Ribbon, 390 Sabal, 22 Queen, 3 Mule			
<b>Palm Trimming 2X per year</b>	<b>2</b>	<b>Per Season</b>	<b>\$46,704.00</b>
2nd palm trim: 86 date, 194 Washingtonia			
<b>Mulch Install</b>	<b>1</b>	<b>Per Season</b>	<b>\$46,400.00</b>
800 cubic yards Cocoa mulch installed by hand, not with blower truck			
<b>SubTotal (All Contract Services)</b>			<b>\$324,525.62</b>
<b>Taxes</b>			<b>\$0.00</b>
<b>Total (All Contract Services)</b>			<b>\$324,525.62</b>

*The total price of all seasonal services is \$324,525.62 collected in 12 payments of \$27,043.80 per payment (\$27,043.80 after tax).*

OmegaScapes, Inc  
 4954 North Apopka Vineland Road  
 Orlando, Florida  
 32818

P.4079306010

www.omegascapescapes.com  
 derek@omegascapescapes.com

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# Corporate Information

## OmegaScapes, Inc.

Physical location:

4954 N. Apopka Vineland Road  
Orlando, FL 32805

Office: 407-930-6010  
[www.OmegaScapes.com](http://www.OmegaScapes.com)

**Incorporation:** Florida - May 2015

**FEIN:** 47-4138224

**License / Certification:**

- FNGLA Certified Landscape Contractor
- Irrigation Certification
- Lawn and Ornamental Pest Control
- Applicable city and county occupational licenses

**Insurance:**

- General Liability \$2,000,000 each occurrence
- Umbrella \$4,000,000
- Auto \$1,000,000
- Workers Compensation \$1,000,000 (Certificate of Insurance available upon request)

# Contact Us:

[www.omegascap.es.com](http://www.omegascap.es.com)  
[info@omegascap.es.com](mailto:info@omegascap.es.com)  
407-930-6010



# OMEGASCAPES



**Imagine Landscaping Simplified**



# Property Reference Packet

## Contact Us:

[www.omegascapes.com](http://www.omegascapes.com)  
[info@omegascapes.com](mailto:info@omegascapes.com)  
407-930-6010



Derek Ryan, Business Development Manager  
321.231.3544 [Derek@Omeegascapes.com](mailto:Derek@Omeegascapes.com)



**Imagine Landscaping Simplified**



# Property References

## Hilton Grand Vacation Club Sea World

6924 Grand Vacations Way  
Orlando, FL 32821



*Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, Complete Turf Care, Palm and Tree Pruning, Mulch, Landscape Enhancements*

Located opposite SeaWorld, this Orlando timeshare resort is made for families looking to make a splash in the theme-park capital. With our dedicated, full time detail staff of 2-3 crew members all year, Omegascapes keeps the natural beauty of the dense landscaping at resort quality throughout all seasons. Additional support comes from our mow crews, pest control and fertilization crews, irrigation technicians, arbor care and palm trimming crews, and our enhancement crews for specific projects. Our management team is in constant contact with resort staff and management, as well as their landscape consultant. Guest experience and safety when visiting is always top priority.



# Property References

## USTA National Campus, Lake Nona

USTA National Campus  
10000 USTA Blvd.  
Orlando, FL 32827



*Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, Bermuda Turf Care, Palm Pruning, Mulch, Landscape Enhancements*

Our team of 3 report directly to the USTA National campus and handle all primary landscape maintenance services on the 64 acre site with support from our specialized teams as needed. This property contains just over 3 acres of Bermuda turf requiring twice per week mowings, six acres of Zoysia turf, ten acres of Bahia, and 105k square feet of shrub beds. USTA National Campus requires a diligent plan and strategic approach to meet the very high expectations. Frequent events and large crowds are also a unique challenge when scheduling services for this property. Thankfully, their staff and our team work well together and meet frequently to plan weeks in advance to ensure success.





# Property References

## Storey Park Community, Lake Nona

Storey Park Lake Nona  
10914 History Ave.  
Orlando, FL 32832



*Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, Entire CDD, HOA, All Models/Inventory Homes, and All Amenities.*

Storey Park at Lake Nona is the newest neighborhood in the Lake Nona area. It is a master planned community that is inspired and designed based on five pillars: Community, Nature, Health, Story and Home. The community broke ground in 2015 will eventually feature a multi-functional green space for community and private events, Little Free lending libraries, a town center featuring restaurants and retail, an Eco Tower with dramatic views of the community, pedestrian & bike pathways throughout the community, and multiple parks including Wildflower Parks, Hammock Beach, Marshtackie Park, Community Park, Lake Park and Firefly Park.

Amenity Center at Storey Park in Lake Nona Residents will enjoy all these resort style amenities plus have access to all the shopping, dining, and entertainment in Lake Nona. The Storey Park HOA fees include basic cable, local phone, fiber optic high speed internet, common area maintenance, a future planned clubhouse that will include a resort style pool with splash park, fitness center, tennis court and tot lot. See how Storey Park's amenities compare to other Lake Nona area neighborhood amenities.





# Property References

## Flamingo Crossings

Flamingo Crossing West  
13335 Hartzog Rd  
Winter Garden, FL 34787



*Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, 75 acres, 22 buildings, all amenities.*

Disney College Programs in partnership with American Campus Communities (ACC), the nation's largest developer of student housing communities, Flamingo Crossings Village West provides participants with spacious apartments and numerous amenities that will offer them a comfortable, safe, and relaxing living environment right next door to the Walt Disney World® Resort. With a 52-week resort level landscape management plan in place, we have the right approach to consistently meet the demands to provide a Disney level of service.



## EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY

### Contractor:

<u>Material</u>	<u>Description</u>	<u>Price</u>
<b>Mulch</b> *installed by hand	Price/yard installed for quantities <u>over</u> 100 cubic yards Cocoa Brown	\$ 58
	Price/yard installed for quantities <u>under</u> 100 cubic yards Cocoa Brown	\$ 60
	Price per 3 cubic foot bag of Mulch Cocoa Brown	\$ 8
<b>Hard Materials</b>	Price per bag for Seminole Chips	\$ 10
	Price per ton for Seminole Chips	\$ 550
	Price per ton for 3"-5" River Jack	\$ 500
<b>Seasonal Color</b>	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$ 3.25
	Bed preparation and installation per 1 gallon pot	\$ 5.00
	Supply and install 8" to 10" hanging basket	\$ 35.00
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$ 65.00
<b>Sod (St. Augustine)</b>	<i>Turf reparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	\$ 1.80
	Square foot price for quantities between 1,000 and 3,000 square feet	\$ 1.70
	Square foot price for quantities between 3,000 and 10,000 square feet	\$ 1.60
	Square foot for price quantities greater than 10,000 square feet	\$ 1.55
<b>Irrigation</b>	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	\$ 60
	Irrigation Laborer per hour	\$ 45
	PVC parts	List less <u>25</u> %

	Non PVC parts	List less <u>15</u> %
	Valves, Clocks and any part over \$300.00	List less <u>10</u> %
<b>General Labor</b>	Foreman per hour	<u>\$ 48</u>
	Labor per hour	<u>\$ 38</u>
<b>Arbor Care</b>	Production day (8 hour) Truck, Chipper, 3 man crew	<u>\$ 2750</u>
<b>Miscellaneous</b>	Bush hogging per acre @	<u>\$ 90</u>

The per unit cost for installation of various sizes and quantities of plant material is listed below:

4 inch Groundcover:	< 50 plants	<u>\$ 3.75</u>
	50 - 100 plants	<u>\$ 3.50</u>
	100 - 250 plants	<u>\$ 3.25</u>
	> 250 plants	<u>\$ 3.00</u>
1-gallon Plant Material:	< 50 plants	<u>\$ 7.00</u>
	50 – 100 plants	<u>\$ 6.75</u>
	100 – 250 plants	<u>\$ 6.50</u>
	> 250 plants	<u>\$ 6.25</u>
3-gallon Plant Material:	< 50 plants	<u>\$ 15.00</u>
	50 – 100 plants	<u>\$ 14.75</u>
	100 – 250 plants	<u>\$ 14.50</u>
	> 250 plants	<u>\$ 14.25</u>
7-gallon Plant Material:	< 50 plants	<u>\$ 46.00</u>
	50 – 100 plants	<u>\$ 45.00</u>
	100 – 250 plants	<u>\$ 44.00</u>
	> 250 plants	<u>\$ 43.00</u>
15-gallon Plant Material:	< 25 plants	<u>\$ 115.00</u>
	25 – 50 plants	<u>\$ 110.00</u>
	50 – 100 plants	<u>\$ 105.00</u>



	> 100 plants	<u>\$ 100.00</u>
30-gallon Plant Material:	< 25 plants	<u>\$ 310.00</u>
	25 – 50 plants	<u>\$ 300.00</u>
	> 50 plants	<u>\$ 290.00</u>
45-gallon Plant Material:	< 25 plants	<u>\$ 660.00</u>
	25 – 50 plants	<u>\$ 650.00</u>
	> 50 plants	<u>\$ 640.00</u>
65-gallon Plant Material:	< 25 plants	<u>\$ 925.00</u>
	25 – 50 plants	<u>\$ 915.00</u>
	> 50 plants	<u>\$ 905.00</u>

**AFFIDAVIT OF NON-COLLUSION**

STATE OF Florida  
COUNTY OF Orange

I Derek Ryan, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Sales Manager in the firm of Omegascares, Inc., and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 7th day of November, 2023.

Derek Ryan  
Signature by authorized representative of Proposer

State of Florida  
County of Orange

The foregoing instrument was acknowledged before me this 7th day of November, 2023, by Derek Ryan, of the company Omegascares, Inc. who is personally known to me or who has produced Florida Driver License as identification and who did (did not) take an oath.



Jillian Lichner  
Signature of Notary taking acknowledgment

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape maintenance services has been submitted on this 7th day of November, 2023 by Omegascaapes, Inc. [company] whose business address is 4954 N Apopka Vineland Rd, Orlando, FL 32818, telephone number is 407-930-6010, and electronic mail address is derek@omegascaapes.com

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Owners consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Owners.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. 1 dated November 6, 2023

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

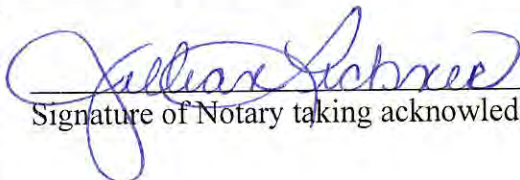


Signature by authorized representative of Proposer

County of Orange

The foregoing instrument was acknowledged before me this 7th day of November, 2023, by Derek Ryan, of the company Omegascaapes, Inc. who is personally known to me or who has produced FL Driver License as identification and who  (did)  (did not) take an oath.





Signature of Notary taking acknowledgment



the 1990s, the number of people with a disability in the United States has increased by 25% (U.S. Census Bureau, 1997).

As a result of the increase in the number of people with a disability, the need for accessible information has become more acute. The Americans with Disabilities Act (ADA) of 1990 (Public Law 101-354) has provided a legal framework for the development of accessible information. The ADA requires that information be accessible to people with disabilities. This includes the development of accessible electronic information, such as web pages and electronic documents.

The purpose of this paper is to describe the development of accessible electronic information.

The paper is organized as follows. Section 2 describes the development of accessible electronic information.

Section 3 describes the development of accessible electronic information.

Section 4 describes the development of accessible electronic information.

Section 5 describes the development of accessible electronic information.

Section 6 describes the development of accessible electronic information.

Section 7 describes the development of accessible electronic information.

Section 8 describes the development of accessible electronic information.

Section 9 describes the development of accessible electronic information.

Section 10 describes the development of accessible electronic information.

Section 11 describes the development of accessible electronic information.

Section 12 describes the development of accessible electronic information.

Section 13 describes the development of accessible electronic information.

Section 14 describes the development of accessible electronic information.

Section 15 describes the development of accessible electronic information.

Section 16 describes the development of accessible electronic information.

Section 17 describes the development of accessible electronic information.

Section 18 describes the development of accessible electronic information.

Section 19 describes the development of accessible electronic information.

Section 20 describes the development of accessible electronic information.

Section 21 describes the development of accessible electronic information.

Section 22 describes the development of accessible electronic information.

**EXHIBIT 2 - FEE SUMMARY ROLLING OAKS CDD**

Contractor: Prince and Sons, Inc.

Address: 200 South F St  
Haines City, FL 33844  
Phone: (863) 422-5207  
Fax:  
Contact: Lucas Martin

Property: Rolling Oaks  
CDD

Address: 219 East Livingston Street  
Orlando, FL 32801  
Phone: 407-841-5524  
Fax:  
Contact: Tricia L. Adams  
GMS Central Florida  
Dates: through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A)	12,250	12,250	12,250	12,250	12,250	12,250	12,250	12,250	12,250	12,250	12,250	12,250	\$147,000
TURF CARE (Schedule B)													\$0
TREE / SHRUB CARE (Schedule C)		4,200		4,200		4,200		4,200		4,200		4,200	\$25,200
*BEDDING PLANTS (Schedule D)													\$0
*BED DRESSING (Schedule D) <i>\$55 per yard</i>													\$0
PALM TRIMMING (Schedule D) <i>\$45 per palm</i>													\$0
IRRIGATION MAINT. (Schedule E)	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
<b>TOTAL FEE PER MONTH:</b>	<b>\$14,050</b>	<b>\$18,250</b>	<b>\$14,050</b>	<b>\$18,250</b>	<b>\$14,050</b>	<b>\$18,250</b>	<b>\$14,050</b>	<b>\$18,250</b>	<b>\$14,050</b>	<b>\$18,250</b>	<b>\$14,050</b>	<b>\$18,250</b>	<b>\$193,800</b>

AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD, AND FOURTH ANNUAL RENEWALS.

TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIRST YEAR \$ -  
 TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) SECOND YEAR \$ -  
 TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) THIRD YEAR \$ -  
 TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FOURTH YEAR \$ -  
 TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIFTH YEAR \$ -

\*Bedding plants and bed dressing are only installed with written permission and the District may forgo installation and commensurate costs of bedding plant and bed dressing for any length of time; Due to potential variance in estimated quantity for annual mulch installation, this item will be reviewed separately with unit costs and is not included with total annual fees.

AFFIDAVIT OF NON-COLLUSION

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I Lucas Martin, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Manager in the firm of Prince and Sons, Inc., and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature by authorized representative of Proposer

State of FLORIDA  
County of POLK

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2023, by Lucas Martin, of the Prince + Sons, Inc. who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Amy Lavon Carter  
Signature of Notary taking acknowledgment





ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND PROPOSAL SIGNATURE FORM

This Proposal for landscape maintenance services has been submitted on this 7<sup>th</sup> day of November, 2023 by Prince and Sons, Inc. [company] whose business address is 200 South F St. Haines City FL 33844, telephone number is (863) 422-5207, and electronic mail address is LMARTIN@PRINCEANDSONSINC.COM

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Owners consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Owners.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. 1 dated 11/6/2023  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_  
Signature by authorized representative of Proposer

County of POLK

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2023, by LUCAS MARTIN, of the Prince & Sons, Inc. who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Amy Lavon Carter  
Signature of Notary taking acknowledgment



**ROLLING OAKS COMMUNITY DEVELOPMENT DISTRICT**

**SAMPLE CONTRACT DOCUMENT FORM**

**THIS AGREEMENT** (“Agreement”) is made and enter into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the **ROLLING OAKS COMMUNITY DEVELOPMENT DISTRICT** (the “District” or “Owner”) whose mailing address is, 219 East Livingston Street, Orlando, Florida, 32801, and \_\_\_\_\_ (hereinafter referred to as “Contractor”), whose address is \_\_\_\_\_.

**WITNESSETH:**

Subject to, and upon the terms and conditions of, this Agreement, including the terms of the Request for Proposal (the “Proposal”) and Definitions section of this Agreement, and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. DEFINITIONS.

(a) Agreement. The Agreement consists of this Maintenance Services, Agreement, the Scope of Work, the Fee Summaries, the Service Area Map, Form of General Release, and the Work Authorization form. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 8.

(b) Services. The term Services as used in this Agreement shall be construed to include all Services set forth in Exhibit 1, all obligations of Contractor under this Agreement, including any addenda or special conditions, and where any Work Authorizations have been issued pursuant to Article 8 of this Agreement, the changed services set forth therein.

(b) Any terms not defined herein shall have the meanings set forth in the Proposal.

2. SCOPE OF WORK.

(a) A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement shall be as follows: The services as generally indicated by the documents identified in Exhibit 1 (attached hereto and incorporated herein by reference).

(b) The following List of Exhibits, all of which are attached hereto and incorporated herein, is applicable to the Services:

- i. Exhibit 1, Scope of Work
- ii. Exhibit 2, Fee Summary
- iii. Exhibit 3, Extra Services Pricing Summary
- iv. Exhibit 4, Service Area Map
- v. Exhibit 5, Work Authorization Form

3. COMMENCEMENT OF SERVICES. Contractor shall commence its Services on \_\_\_\_\_, \_\_\_\_\_, 2023, upon receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Agreement documents, including but not limited to schedules set forth within the Scope of Work.

4. DISTRICT MANAGER.

(a) The Owner's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the Owner, which is Governmental Management Services CF, LLC, whose mailing address is 219 East Livingston Street Orlando, FL 32801, Attention: Tricia L. Adams; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the Owner; provided, however, that the Owner (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

5. BASIS FOR COMPENSATION AND PAYMENTS.

(a) Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Work Authorizations as defined in Section 5(d), the Owner shall pay to Contractor for its Services as set forth in Article 2, a monthly fee based on the amounts reflected in Exhibit 2, plus additional fees for services rendered in connection with Work Authorizations as defined below.

(b) The Contractor shall on the 15<sup>th</sup> day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.

(c) Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make monthly payments to the Contractor on account of the Fixed Fee plus additional fees in connection with Work Authorizations. Such monthly payments shall be made on or before the 30<sup>th</sup> day of each calendar month or the 30<sup>th</sup> day after receipt by the Owner of the Contractor's Application for Payment and of such documentation to verify the amount owed as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.

(d) Work Authorizations shall mean orders or directives, in the form attached hereto as Exhibit 5, issued by the Owner. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the Owner's sole discretion, such



amount to be invoiced and paid in accordance with the terms set forth in this article, in accordance with paragraphs b. and c. above. Exhibit 3 provides pricing for additional services ("Extra Services") in the event they are required. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of Owner to perform the same.

(f) Owner retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2, or as amended in any Work Authorization. Should this occur, a revised Scope of Work and Fee Summary will be agreed upon in writing by both Owner and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to Owner that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iv) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (v) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the Owner that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement Documents.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the Owner's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for Owner's review upon request. Contractor shall enforce strict discipline and good order among its employees on the Owner's premises.

(b) Contractor is an independent contractor and not an employee of the Owner. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the Owner and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the Owner.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

(b) Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the Owner's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the Owner that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the Owner of any such orders or requirements upon receipt of same.

(c) The Owner is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the Owner). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the Owner has undertaken or assumed any part of that responsibility.

(c) Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor acknowledges and understands that the Owner is a local unit of special purpose government and as a unit of government is subject to certain requirements under Chapter 119 and Chapter 289, Florida Statutes. Any books, documents, records, correspondence or other information kept or obtained by the Owner or furnished by the Owner to Contractor in connection with the services contemplated herein and/or Owner's facilities and any related records are property of the Owner. Contractor agrees and acknowledges that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, Florida Statutes. Contractor agrees and acknowledges that any and all such books, documents, records, correspondence or other information are subject to inspection and copying by members of the public pursuant to Chapter 119, Florida Statutes. If Contractor does not comply with a public records request as required by law, that failure to comply shall be considered a default under the Proposal and the Owner may seek to enforce the Proposal accordingly.

(b) Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the Services. Contractor shall provide the public with access to public records on the same terms and conditions that the Owner would provide the records, and a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Contractor shall meet all requirements for maintaining public records and transfer, at no cost, to the Owner all public records in Contractor's possession upon termination of this Proposal and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, provided that Contractor shall be entitled to retain copies of any records it deems necessary to comply with IRS, Florida Department of Revenue and any other regulatory agencies or necessary for Contractor's defense of any claims by Owner or any third party resulting from Contractor's performance under this Proposal. All records stored electronically shall be provided to the Owner in a format that is compatible with the information technology systems of the Owner so long as Contractor does not incur unreasonable cost or expense in doing so.

## 11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000 and \$2,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

(iii) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on



forms acceptable to Owner and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner; the insurance required under paragraph 11(a)(i) shall name the Owner as an additional insured. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the Owner's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the Owner, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the Owner, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as Exhibit 5, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the Owner and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or

anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to Owner, as required in the sole discretion of the Owner, to ensure satisfactory performance of the Services provided hereunder.

#### 16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for Extra Services performed pursuant to Articles 5, through the date of termination.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such manner as Owner deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended





21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by an contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

28. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District,

**the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.**

(a) 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

**CONTRACTOR:**



Print: Lucas Martin

Title: Vice President

Date: 11/7/2023

**OWNER:**

**ROLLING OAKS COMMUNITY  
DEVELOPMENT DISTRICT, a  
Florida community development District**

\_\_\_\_\_  
Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT 1 –SCOPE OF WORK

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

### SCHEDULE "A" – GENERAL SERVICES

#### A. Turf Maintenance

*Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high profile areas such as the primary entrances, clubhouse and pool areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation (or as approved by CDD representative if maintenance activities will take place during normal business hours). In the event it becomes necessary to make a change in the mowing schedule for any reason, a CDD representative must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.*

##### 1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Bahia turf shall be mowed weekly during the growing season from March 15<sup>th</sup> through October 15<sup>th</sup> and bi-weekly during the non-growing season from October 15<sup>th</sup> through March 15<sup>th</sup>. Based on this schedule, it is estimated that the contractor will perform a minimum of 40 and a maximum of 42 mowing cycles per 12-month period in the performance of this contract. 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 a CDD representative. Should the number of mowing cycles fall below 40 in any contract year during the term of this agreement, the contractor will reduce the next month's billing by the amount per cycle for each cycle missed. CDD will pay contractor the per cycle amount for each mowing cycle in excess of 42 per contract year when a CDD representative requests additional mowing cycles. This will be invoiced at the contracted price per cycle in the month following the end of the contract period. Bahia turf in power line easements will be mowed eight (8) times per year.
- c. Bahia turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing height for Bahia turf will be set at 3½" to 4". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
- e. Zoysia turf shall be mowed based on 40 to 42 mowing cycles per 12-month period in the performance of this contract. 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 owner or owner's representative.
- f. Zoysia turf shall be cut with a reel or rotary mower to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.

- g. Mowing height for Zoysia turf will be set at 2-3". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
- h. Contractor shall complete a minimum of two passes along all waterways with a 50" or 60" mower discharging clippings away from the water.
- i. 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 unacceptable and if it occurs they shall be removed prior to the end of each service day.
- j. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of a CDD representative. Replacement material will be of similar size to the material being replaced.

2. Aeration/Overseeding

- a. Bermuda turf will be aerated four (4) times per year in the months of February, May, August and November. Aeration is to be performed utilizing a core aerator and dragging the turf upon completion.
- b. Bermuda turf will be top dressed immediately after two (2) aerations with 3/16" of USGA approved sand as specified in schedule. (May and November)

3. Edging

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

4. String Trimming

- a. 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 mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be an acceptable practice to string trim bed edges or small areas that may be cut utilizing a push type walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of a CDD representative.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.
- e. Damage caused by string trimming to the base of tree and palms is unacceptable and Contractor shall replace trees or palms at their cost that succumb to pests or fungus that enter through damaged bark base of said trees.



5. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

6. Damage Prevention/Repair

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

**B. Detail**

*Detailing of planted areas will be performed weekly in a sectional method. The contractor will completely detail the entire property once every three weeks. High traffic and focal areas and as such will be included in each detail to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.*

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by a CDD representative.
- c. 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 a 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.
  - Maintain clearance from shrubs in bed areas.

- Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut one time per year.
- h. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by a CDD representative.
- i. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

## 2. Edging

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

## 3. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

## C. General

### 1. Policing

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

- b. Contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off-site.
- d. Contractor will provide maintenance of traffic during maintenance of roadway areas such as placing traffic cones, redirecting or guiding the flow of traffic.

## 2. Communication

- a. Daily, the contractor will communicate with a CDD representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by a CDD representative which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to a CDD representative by the 5<sup>th</sup> of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre inspection meeting.

## 3 Staffing

- a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate daily with the property's manager and submit a report of the crew's accomplishments at the end of each week to Management. 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 a CDD representative prior to any such change. This will assure Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. 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 to include all rain, cold weather gear and hats.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or



pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee. Contractor is expected to staff the property with adequately trained personnel, five days per week, Monday through Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 5:00 PM. No power equipment operating near homes before 9:00 AM. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 4 PM on an as needed basis. Management approval is required.

**SCHEDULE "B" – TURF CARE PROGRAM - BAHIA** (If included, see Exhibit 2 Fee Summary)

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

**B. Application Requirements**

1. Fertilization
  - a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
  - b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
  - c. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
  - d. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
  - e. The irrigation system will be fully operational prior to any fertilizer application.

- f. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
2. Insect/Disease Control
    - a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
    - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
  3. Weed Control
    - a. Weed control will be limited to the broadleaf variety under this program.
    - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
  4. Warranty
 

No warranty is provided for Bahia turf.

**SCHEDULE "B" – TURF CARE PROGRAM - ZOYSIA**

**A. Application Schedule - Zoysia**

<u>Month</u>	<u>Application</u>
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March:	Fertilization (granular 20-0-10) with 1lb N to 1lb K, 50% slow release w/minors. Spot treat weeds and treat fungal and insect activity as necessary.
April:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
May:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
June:	Fertilization (granular 20-0-10) with .5lb N, slow release w/minors. Insect/weed/disease control as necessary.
July:	Liquid fertilization with .5lb N w/ Iron. Insect/weed/disease control as necessary.
August:	Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspect/treat fungal activity.
September:	Fertilization with 14-0-40 or similar. Weed/insect/disease control as necessary.
October:	Liquid Fertilization with .25lb N, with Iron, post emergent weed control, insect/disease control as necessary.
November:	Blanket pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.

December: Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspect/treat fungal activity.

**B. Application Requirements**

1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

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

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes high traffic areas, drainage problems, or acts of God.

## A. Application Requirements

### 1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- c. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical make up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

### 2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
- c. TopChoice will be applied in early May for insect control.

### 3. Weed Control



- a. Sedge and Crabgrass control are included as a part of this program.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, high traffic areas, drainage problems, or acts of God. In the event these conditions are pre-existing, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

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

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization and insect/disease control as needed
March/April:	Insect/disease control/fertilization as needed
May/June:	Insect/disease control. Fertilization as needed.
July/August:	Minor nutrient blend with insect/disease control
October:	Fall granular fertilization and insect/disease control as needed
December:	Insect/disease control/fertilization as needed

**B. Application Requirements**

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
- b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 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.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- e. 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.

- f. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- g. 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.
- h. The irrigation system will be fully operational prior to any fertilizer application.
- i. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor’s recommendation as to any changes in the Tree/Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- e. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation along with OTC injections three (3) times per year.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

4. Warranty

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

**SCHEDULE “D” – SPECIAL SERVICES** (If included, see Schedule “D” Fee Summary)

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

**A. Bedding Plants**

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

1. Schedule

- a. All flower beds on the property will be changed out four (4) times per year during the months of January, April, July and October.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from a or CDD representative before installation. No seasonal flowers should be installed without written approval from a CDD representative. The CDD reserves the right to forgo seasonal flowers and commensurate billing for whatever time period deemed necessary by the CDD representative.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to a CDD representative.

3. Maintenance

- a. Flower beds and urns unique to Rolling Oaks CDD/Margaritaville will be reviewed daily or at each service visit for the following:
  - Removal of all litter and debris.
  - Beds are to remain weed – free at all times.
  - All declining blooms are to be removed immediately.
  - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from 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.

- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. 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.

4. **Warranty**

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

5. **Bed Dressing**

a. **Schedule**

- Bed dressing will be replenished in all bed areas according to the month indicated on the Exhibit 2 Fee Summary.
- Application will be completed within a three week time period.

b. **Installation**

- Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- 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 a CDD representative.
- If mulch becomes infested with green algae then mulch areas compromised shall be replaced entirely.
- No bed dressing should be installed without written approval from a CDD representative. The CDD reserves the right to increase or decrease quantities based on site conditions or to altogether forgo bed dressing (and commensurate billing) for whatever time period deemed necessary by the CDD representative.
- A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

6. **Palm Trimming**

- a. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' CT will be trimmed two times per year in June and December. 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.
- b. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- c. Washingtonia palms in excess of 12' CT will be trimmed two times per year in the months of February and August.
- d. All palms other than Washingtonia, in excess 12' CT will be trimmed once per year in the month of August.



- e. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- f. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of a CDD representative.
- g. When trimming, cut the frond close to the trunk without leaving "stub

**SCHEDULE "E" – IRRIGATION MAINTENANCE** (If included, see Schedule "E" Fee Summary)

A. Frequency of Service

- a. Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week.
- b. The irrigation inspection will be performed during the same week(s) each month.

B. Specifications

- 1. Activate each zone of the system.
- 2. Visually check for any damaged heads or heads needing repair.
- 3. Visually check all landscape areas irrigated with drip lines to ensure proper water flow and pressure.
- 4. Clean filters located at each zone valve monthly if applicable.
- 5. Clean, straighten or adjust any heads not functioning properly.
- 6. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
- 7. Report any valve or valve box that may be damaged in any way.
- 8. Leave areas in which repairs or adjustments are made free of debris.
- 9. Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- 10. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates as outlined in "Exhibit 3 – Extra Services Pricing Summary".
- b. Request for authorization must be submitted to a CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by a CDD representative prior to initiating any work.

2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates as outlined in "Exhibit 3 – Extra Services Pricing Summary".
- b. When not an emergency, request for authorization must be submitted in written form

to a CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by a CDD representative prior to initiating any work.

3. 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.
  - a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
4. 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.
5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. 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.
7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

**EXHIBIT 2 - FEE SUMMARIES**



### EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY

**Contractor:**

<u>Material</u>	<u>Description</u>	<u>Price</u>
<b>Mulch</b>	Price/yard installed for quantities <u>over</u> 100 cubic yards Cocoa Brown	\$ 55
	Price/yard installed for quantities <u>under</u> 100 cubic yards Cocoa Brown	\$ 60
	Price per 3 cubic foot bag of Mulch Cocoa Brown	\$ 5.34
<b>Hard Materials</b>	Price per bag for Seminole Chips	\$ 8
	Price per ton for Seminole Chips	\$ 323
	Price per ton for 3"-5" River Jack	\$ 162/ yrd
<b>Seasonal Color</b>	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$ 2.55
	Bed preparation and installation per 1 gallon pot	\$ 5.63
	Supply and install 8" to 10" hanging basket	\$
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$
<b>Sod (St. Augustine)</b>	<i>Turf preparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	\$ 1.50
	Square foot price for quantities between 1,000 and 3,000 square feet	\$ 1.30
	Square foot price for quantities between 3,000 and 10,000 square feet	\$ 1.10
	Square foot for price quantities greater than 10,000 square feet	\$
<b>Irrigation</b>	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	\$ 55
	Irrigation Laborer per hour	\$ 45
	PVC parts	List less <u>10</u> %

	Non PVC parts	List less <u>10</u> %
	Valves, Clocks and any part over \$300.00	List less <u>10</u> %
<b>General Labor</b>	Foreman per hour	<u>\$</u> 40
	Labor per hour	<u>\$</u> 35
<b>Arbor Care</b>	Production day (8 hour) Truck, Chipper, 3 man crew	<u>\$</u> 1,500
<b>Miscellaneous</b>	Bush hogging per acre @	<u>\$</u> 65

The per unit cost for installation of various sizes and quantities of plant material is listed below:

4 inch Groundcover:	< 50 plants	<u>\$</u> 4.13
	50 - 100 plants	<u>\$</u> 4.13
	100 - 250 plants	<u>\$</u> 4.13
	> 250 plants	<u>\$</u> 4.13
1-gallon Plant Material:	< 50 plants	<u>\$</u> 4.13
	50 – 100 plants	<u>\$</u> 4.13
	100 – 250 plants	<u>\$</u> 4.13
	> 250 plants	<u>\$</u> 4.13
3-gallon Plant Material:	< 50 plants	<u>\$</u> 12.38
	50 – 100 plants	<u>\$</u> 12.38
	100 – 250 plants	<u>\$</u> 12.38
	> 250 plants	<u>\$</u> 12.38
7-gallon Plant Material:	< 50 plants	<u>\$</u> 44
	50 – 100 plants	<u>\$</u> 44
	100 – 250 plants	<u>\$</u> 44
	> 250 plants	<u>\$</u> 44
15-gallon Plant Material:	< 25 plants	<u>\$</u> 151.25
	25 – 50 plants	<u>\$</u> 151.25
	50 – 100 plants	<u>\$</u> 151.25

	> 100 plants	\$ 300
30-gallon Plant Material:	< 25 plants	\$ 300
	25 – 50 plants	\$ 300
	> 50 plants	\$ 300
45-gallon Plant Material:	< 25 plants	\$ 618.75
	25 – 50 plants	\$ 618.75
	> 50 plants	\$ 618.75
65-gallon Plant Material:	< 25 plants	\$ 893.75
	25 – 50 plants	\$ 893.75
	> 50 plants	\$ 893.75

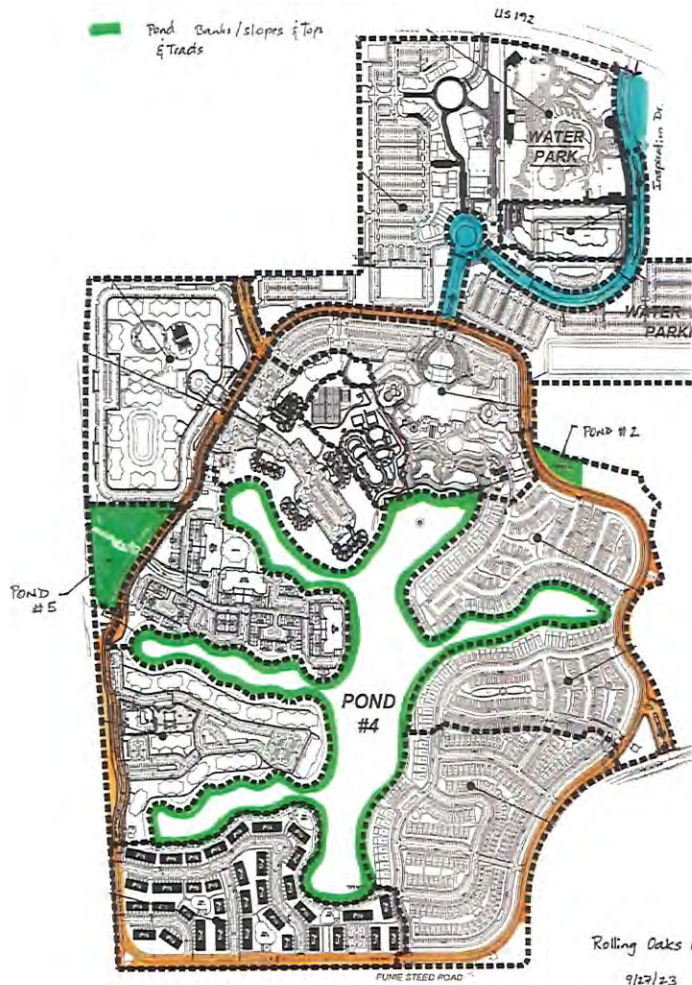
**EXHIBIT 4 - SERVICE AREA MAPS**



Inspiration Drive / Marmatonville Blvd ROW

Fins Up Circle / Rolling Oaks Blvd ROW

Pond Banks / slopes & Tops  
& Trails



Rolling Oaks CDD

9/27/23

the 1990s, the number of people with a diagnosis of schizophrenia has increased in many countries (1).

There is a growing awareness of the need to improve the quality of life of people with schizophrenia. This has led to a focus on the development of psychosocial interventions, which aim to help people with schizophrenia to live more independently and to participate more fully in society (2).

One of the most common psychosocial interventions is cognitive behavioural therapy (CBT). CBT is a form of therapy that helps people to change their thoughts and feelings, and to develop new ways of coping with their problems (3).

CBT has been shown to be effective in helping people with schizophrenia to manage their symptoms, and to improve their quality of life (4). However, there is still a need to develop new and improved CBT interventions (5).

One of the main challenges in developing new CBT interventions is to ensure that they are tailored to the needs of people with schizophrenia. This is because people with schizophrenia often have a range of difficulties, including problems with memory, attention, and social skills (6).

One way to address these difficulties is to use a range of different CBT techniques, such as cognitive restructuring, exposure therapy, and social skills training (7).

Another way to address these difficulties is to use a range of different CBT formats, such as individual therapy, group therapy, and self-help materials (8).

Finally, it is important to ensure that CBT interventions are delivered by people who are trained and experienced in working with people with schizophrenia (9).

In conclusion, there is a need to develop new and improved CBT interventions for people with schizophrenia. This requires a focus on tailoring interventions to the needs of people with schizophrenia, and on using a range of different CBT techniques and formats (10).

References

1. World Health Organization. (2002) *World Health Report 2002: Mental Health: Promoting Mental Health – Preventing Mental and Substance Use Disorders, Strengthening Support, and Ensuring a Fair Distribution of Global Mental Health Resources*. Geneva: WHO.

2. Leff, J. (2004) *Psychosocial Interventions for People with Schizophrenia*. London: Taylor & Francis.

3. Beck, C. T. (2002) *Cognitive Behavioral Therapy: Basics and Beyond*. New York: Guilford Press.

4. Marder, D. R., & Eckman, T. J. (2004) *Psychosocial Interventions for Schizophrenia*. Washington, DC: American Psychiatric Press.

5. Leff, J., & Marder, D. R. (2004) *Psychosocial Interventions for Schizophrenia: A Review of the Evidence*. London: Taylor & Francis.

6. Marder, D. R., Eckman, T. J., & Marder, S. R. (2004) *Psychosocial Interventions for Schizophrenia: A Review of the Evidence*. London: Taylor & Francis.

7. Leff, J., & Marder, D. R. (2004) *Psychosocial Interventions for Schizophrenia: A Review of the Evidence*. London: Taylor & Francis.

8. Marder, D. R., Eckman, T. J., & Marder, S. R. (2004) *Psychosocial Interventions for Schizophrenia: A Review of the Evidence*. London: Taylor & Francis.

9. Leff, J., & Marder, D. R. (2004) *Psychosocial Interventions for Schizophrenia: A Review of the Evidence*. London: Taylor & Francis.

10. Marder, D. R., Eckman, T. J., & Marder, S. R. (2004) *Psychosocial Interventions for Schizophrenia: A Review of the Evidence*. London: Taylor & Francis.

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**Uniting partners through exceptional  
landscape services**



**UNITED**  
**Land Services**

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**Rolling Oaks Community Development District**

**EXHIBIT 2 - FEE SUMMARY ROLLING OAKS CDD**

Contractor: United Land Services  
 Address: 6386 Beth Road Orlando, Florida 32824  
 Phone 407-230-0117:  
 Contact: Jena Rodgers

Property: Rolling Oaks  
 CDD  
 Address: 219 East Livingston Street  
 Orlando, FL 32801  
 Phone: 407-841-5524  
 Fax:  
 Contact: Tricia L. Adams  
 GMS Central Florida  
 Dates: through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>GENERAL SERVICES</b> (Schedule A)	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	\$180,000
<b>TURF CARE</b> (Schedule B)	754	754	754	754	754	754	754	754	754	754	754	754	\$9,048
<b>TREE / SHRUB CARE</b> (Schedule C)	890	890	890	890	890	890	890	890	890	890	890	890	\$13,580
<i>Bud Drenching/OTC</i>			725			725			725			725	
<b>*BEDDING PLANTS</b> (Schedule D)													\$0
<i>Not Included - No Active Seasonal Color Beds</i>													
<b>*BED DRESSING</b> (Schedule D)										27,135			\$27,135
<i>540 cubic yards of Cocoa Brown Cypress</i>													
<b>PALM TRIMMING</b> (Schedule D)													\$21,793
<i>29 Specialty Palms (Sylvester, Medjools) 538 Standard Palms (Washingtonian, Sable, Mule)</i>						1,885 18,023						1,885	
<b>IRRIGATION MAINT.</b> (Schedule E)	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	\$12,600
<b>TOTAL FEE PER MONTH:</b>	<b>\$17,694</b>	<b>\$17,694</b>	<b>\$17,694</b>	<b>\$17,694</b>	<b>\$17,694</b>	<b>\$37,602</b>	<b>\$17,694</b>	<b>\$17,694</b>	<b>\$17,694</b>	<b>\$44,829</b>	<b>\$17,694</b>	<b>\$19,579</b>	<b>\$237,021</b>

AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD, AND FOURTH ANNUAL RENEWALS.

TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIRST YEAR	\$237,021.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) SECOND YEAR	\$244,131.63
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) THIRD YEAR	\$251,455.58
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FOURTH YEAR	\$258,999.25
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIFTH YEAR	\$266,769.22

\*Bedding plants and bed dressing are only installed with written permission and the District may forgo installation and commensurate costs of bedding plants and bed dressing for any length of time; Due to potential variance in estimated quantity for annual mulch installation, this item will be reviewed separately with unit costs and is not included with total annual fees.



**Rolling Oaks Community  
Development District**

**Proposal  
For  
Landscape & Irrigation Maintenance**

November 2023

November 6th, 2023

Rolling Oaks Community Development District  
c/o General Management Services

**RE: Landscape Maintenance & Irrigation Proposal**

Dear Tricia,

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

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

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

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

Sincerely,

*Jena Rodgers*

Director of Sales  
United Land Services  
jrodgers@unitedlandservices.com

# **Table of Contents**

- 1. Company History, Experience and Services**
- 2. Exclusive Partners and References**
- 3. Key Management and Personnel**
- 4. Organizational Chart, Equipment and Staffing**
- 5. Development Strategy**
- 6. Reporting**
- 7. Certification**
- 8. Financial**
- 9. Scope of Services**
- 10. Affidavits**
- 11. Your Investment Price**



**Company History,  
Experience & Services**



# 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 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
  - Jacksonville,
  - 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 & Entrances

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.



# Irrigation Experts

Your Team of Certified & Licensed Specialists



## Installation, Maintenance & Repairs

- **Installation** - At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.
- **Maintenance** - Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.
- **Improvements** - Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.



# Agronomics Program

## Certified Pest Control Operators



### Fertilization, Pest Control & Agronomy Management

- **Fertilization** - We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast
- **Pest Control** - United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.
- **Agronomy Management** - We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.



# 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 1

- 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 thoroughfares 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





## *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: The Enclave at Moss Park**

Name: Pat Burroughs– Board Members  
Email: pat.burroughs@cru.org  
Address: 11114 Great Commission Way Orlando, FL 32832  
Service: Landscape maintenance and irrigation for all common areas and townhomes for the community



### **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: Dolphin Sawn Resort at Walt Disney World**

Name: Eric Opron - COO  
Email: eopron@tishman.com  
Service: Landscape maintenance and irrigation for common area



**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.



**Property: Harmony West CDD and HOA**

Name: Bill Fife—Manager  
Contact : 407-784-8327  
Email: williamfife@forestar.com  
Address: 6756 Alder Rd, St Cloud, FL 34773  
Service: Landscape maintenance, irrigation and agronomics irrigation for the CDD and HOA Clubhouse.





**Key Management  
and Personnel**

# Bob Blandford

## Chief Executive Officer

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

## Experience

---

2019 – Present

### **United Land Services – Chief Executive Officer**

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

1998 - 2019

### **United Landscapes – Owner**

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

## Licenses & Skills

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

## Contact

---

12276 San Jose Blvd. Ste, 747  
Jacksonville, FL 32223  
904-829-9255  
[bblandford@unitedlandservices.com](mailto: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

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

## Contact

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12276 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

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- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork
- MOT Certified

## Contact

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407.515.5262

[cmarquess@unitedlandservices.com](mailto:cmarquess@unitedlandservices.com)

# Jason Ackman

## Director of Maintenance

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Jason joined the United Land Services team as the Director of Maintenance 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 – Director of Maintenance**

- 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](mailto:jackman@benchmarklandscapingfl.com)

# Brett Perez

## Regional Manager of Maintenance

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Brett serves as our South Florida Regional Manager of maintenance. He has extensive knowledge in the green industry. Brett brings over 16 years of experience to the table. He takes pride in his attention to detail and customer service, a quality that he instills throughout his entire team. He strives to meet and exceed the needs of every customer, no matter how big or small.

## Experience

---

2023 - Current

### **United Land Services – Regional Manager**

- Achieving business goals and revenue targets.
- Overseeing daily operations, managing budgets, and setting performance objectives.
- Recruiting, training, and supporting branch managers
- Developing and implementing best practices in the green industry
- Planning, evaluating, and optimizing operations to be efficient and cost-effective.
- Dealing with escalated customer issues and incident reports.

2023- 2023

### **Benchmark Landscaping –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

2021-2023

### **Inframark Management Services - Area Field Director**

- Lead staff by communicating job expectations; planning, monitoring, and appraising job results;
- Design, develop, implement strategic site standards to address the Company's standards and client requirements.
- Instructing field crews on season specific work such as fall pruning, fertilizations, weed treatments, mulching, etc.

2015- 2021

### **Yellowstone Landscape -Branch Manager**

2013-2015

### **Austin Outdoor -Branch Manager**

2010-2012

### **Buckhorn Springs Golf and Country Club -Golf Course Superintendent**

## Education

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**B.S. of Science**

**Turf Science**

University of Florida

## Licenses & Skills

---

- Organization
- Problem solving
- Teamwork
- Leadership

## Contact

---

813-784-1162

[bperez@benchmarklandscapingfl.com](mailto:bperez@benchmarklandscapingfl.com)





**Organizational Chart  
Equipment  
&  
Staffing**

# KEY PERSONNEL & SUPPORT TEAMS



**Bob Blandford**  
*Chief Executive Officer*

**Ray Leach**  
*Chief Operating Officer*

**Chris Marquess**  
*VP Operations-  
Maintenance*

**Daniel Srein**  
*Agronomics Manager*

**Cecil Gester**  
*Director of Irrigation*

**Jason Ackman**  
*Director of Maintenance*

**Brett Perez**  
*Regional Manager*

**David Benson**  
*Landscape  
Enhancement Manager*

**Equipment**  
\*5" Mower  
(, #52" Mower  
30" Push Mower  
Stihl Hedge Trimmers  
Stihl Edgers  
Stihl Backpack Blowers  
2500 Chevy Truck  
Enclosed Trailer  
Irrigation Van 4  
Toro Gator with Boom Sprayer

**Jacob Mootz**  
*Branch Manager*

**Landscape  
Enhancement Team I**

**Account Manager**

**Production Manager**

**Staffing**  
8 Man Crew/ 2 Day  
1 Irrigation Technician



# **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 1-30)

- 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.





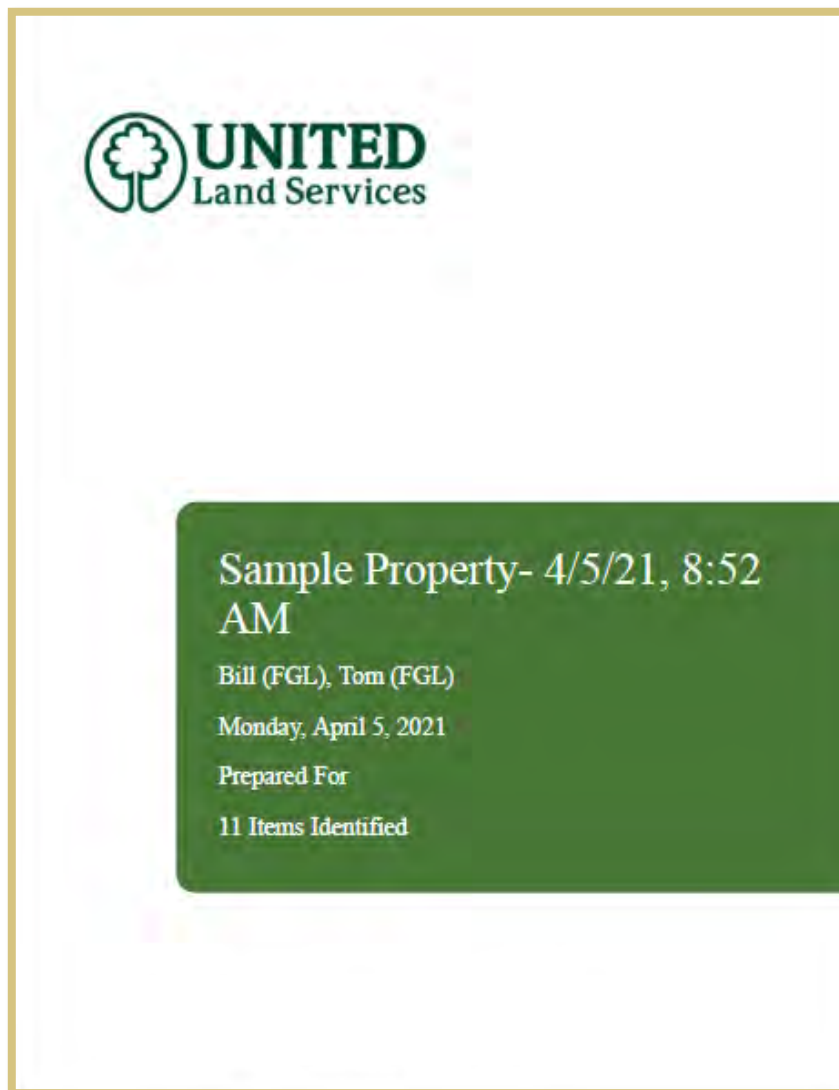




# Closing the Communication Gap

## Alignment, Execution & Building Partnerships

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 through 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.



# Closing the Communication Gap

## Alignment, Execution & Building Partnerships

SAMPLE



**Issue 1**  
 Selectively remove tall stalks on White BOP in a sectional manor.  
 Removals tagged with orange tape



**Issue 2**  
 Remove Mags on Cody Chase



**Issue 3**  
 Declining Washingtonian on Cody Chase



**Issue 4**  
 Remove staking kit

SAMPLE



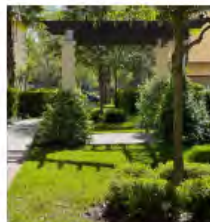
**Issue 5**  
 Queen Palm on 46A dead from Ganoderma



**Issue 6**  
 Possible irrigation issue on Podocarpus along 46A units



**Issue 7**  
 Replace declining Pittisporum with turf



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

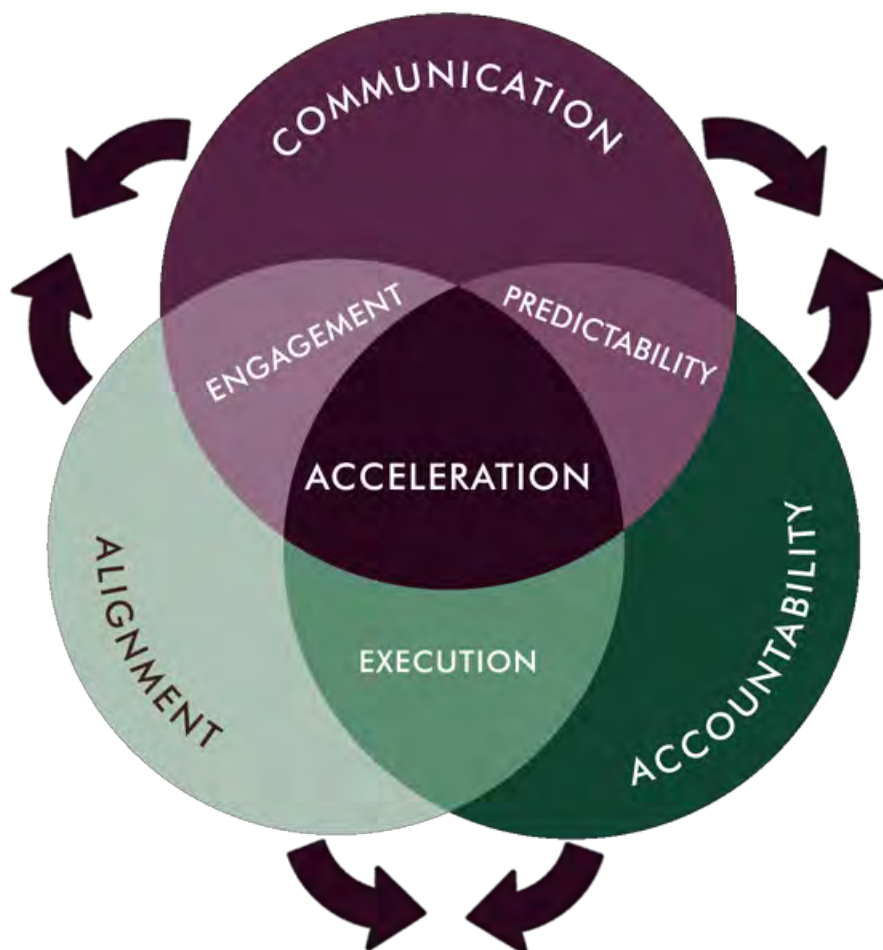
# Closing the Communication Gap

## Alignment, Execution & Building Partnerships

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.





# **Certifications**



# Certification

## Your Agronomics and Irrigation Specialists

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

Date: November 4, 2022      File No.: JB303559      Expires: October 31, 2023

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

6386 BETH ROAD  
 ORLANDO, FL 32824

UNITED LAND SERVICES LLC      Lawn and Ornamental  
 12276 SAN JOSE BLVD  
 STE 747  
 JACKSONVILLE, FL 32223

*Nicole Fried*  
 NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date: November 4, 2022      File No.: JE99425      Expires: October 31, 2023

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **October 31, 2023**      AT

UNITED LAND SERVICES LLC  
 ORLANDO, FL 32824

SCOTT PRITT      Certified Operator  
 UNITED LAND SERVICES LLC  
 12276 SAN JOSE BLVD STE 747  
 JACKSONVILLE, FL 32223

*Nicole Fried*  
 NICOLE "NIKKI" FRIED, COMMISSIONER

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

Date: November 4, 2022      File No.: JB303559      Expires: October 31, 2023

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 ORLANDO, FL 32824

UNITED LAND SERVICES LLC      Lawn and Ornamental  
 12276 SAN JOSE BLVD  
 STE 747  
 JACKSONVILLE, FL 32223

*Nicole Fried*  
 NICOLE "NIKKI" FRIED, COMMISSIONER

**The International Society of Arboriculture**  
 Hereby Announces That  
*David J. Rivera*  
 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

*Cathy Pollina*  
 CEO & Executive Director

9 June 2013	30 June 2025	FL-6545A
Issue Date	Expiration Date	Certification Number

**ANAB**  
 ACCREDITED  
 2019-2022  
 INTERNATIONAL SOCIETY OF ARBORICULTURE  
 ARBORICULTURE

**St. Johns County**   
 Authorized Contractor

License No: BL-4240  
 BLANDFORD, ROBERT J  
 FLORIDA ULS OPERATING LLC DBA UNITED LANDSCAPES  
 DOB: 7/31/1975  
 Issued: 9/8/2021  
 Expires: 9/30/2023

*\* License valid through expiration date, unless sooner disqualified \**

IRRIGATION SPRINKLER

IRRIGATION & PUMP CERTIFICATE OF COMPETENCY  
 VOL #16012701  
 Robert Blandford  
 United Landscapes

*R Blandford*

NAME

Failure to renew license by expiration date will result in discontinuance of permit issuance!  
**EXPIRES: 09/30/2023**

# Certification

Your Agronomics and Irrigation Specialists



This Receipt is issued pursuant to  
 County ordinance 87-36

## 2022/2023 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

**MUST BE DISPLAYED IN A CONSPICUOUS PLACE**

**Account** 1047205  
**EXPIRES** September 30, 2023

**Business Type** Irrigation/Sprinkler System (L)

**Location** 12428 San JoSE Blvd # 4  
 Jacksonville FL 32223

**Business Name** **United Landscapes**

**Owner Name** Florida Uls Operating LLC

**Mailing Address** 937 Bulkhead Rd  
 Green Cove Springs, FL 32043



**New Business**  
**Transfer**

**Tax** 18.00  
**Penalty** 0.00  
**Cost** 0.00  
**Total** 18.00

# Certification

Your Agronomics and Irrigation Specialists



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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




**BLANDFORD, ROBERT JOHN**  
 UNITED HOME BUILDERS OF JACKSONVILLE INC  
 937 BULKHEAD RD  
 GREEN COVE SPRINGS FL 32043

**LICENSE NUMBER: CBC1251617**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

This Receipt is issued pursuant to  
 County ordinance 87-36

## 2022/2023 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**Business Type** Landscaping & Maint  
**Location** 12428 San Jose Blvd # 4  
 Jacksonville FL 32223  
**Business Name** **United Landscapes**  
**Owner Name** Florida Uls Operating LLC  
**Mailing Address** 937 Bulkhead Road  
 Green Cove Springs, FL 32043



**Account** 1055281  
**EXPIRES** September 30, 2023

**New Business  
 Transfer**

<b>Tax</b>	22.00
<b>Penalty</b>	0.00
<b>Cost</b>	0.00
<b>Total</b>	<b>22.00</b>



# Certification

Your Agronomics and Irrigation Specialists





# Certification

## Your Agronomics and Irrigation Specialists

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the          requester. Do not          send to the IRS.</b>
<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Florida ULS Operating, LLC</b>		
<b>2</b> Business name/disregarded entity name, if different from above <b>United Land Services</b>		
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>C</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>12276 San Jose Boulevard, Suite 747</b>		Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Jacksonville, Florida 32223</b>		
<b>7</b> List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																																																					
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width:30px; height: 20px;">8</td> <td style="width:30px; height: 20px;">5</td> <td style="width:30px; height: 20px;">-</td> <td style="width:30px; height: 20px;">2</td> <td style="width:30px; height: 20px;">4</td> <td style="width:30px; height: 20px;">9</td> <td style="width:30px; height: 20px;">7</td> <td style="width:30px; height: 20px;">9</td> <td style="width:30px; height: 20px;">2</td> <td style="width:30px; height: 20px;">5</td> <td style="width:30px; height: 20px;"></td> </tr> </table>	<b>Social security number</b>																					OR										<b>Employer identification number</b>										8	5	-	2	4	9	7	9	2	5	
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<b>Employer identification number</b>																																																					
8	5	-	2	4	9	7	9	2	5																																												

<b>Part II Certification</b> Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

<b>Sign Here</b>	Signature of U.S. person ▶ <i>B. Rathoff</i>	Date ▶ <i>1/3/2023</i>
------------------	----------------------------------------------	------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.







***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 2022 Actual	June 2022 Actual	July 2022 Actual	August 2022 Actual	September 2022 Actual	October 2022 Actual	November 2022 Actual	December 2022 Actual	January 2023 Actual	February 2023 Actual	March 2023 Actual	April 2023 Actual	May 2023 Actual	TTM Actual
<b>Net Revenue</b>	<b>13,901</b>	<b>14,644</b>	<b>13,893</b>	<b>16,211</b>	<b>13,613</b>	<b>17,550</b>	<b>17,779</b>	<b>15,575</b>	<b>15,943</b>	<b>16,833</b>	<b>17,866</b>	<b>15,871</b>	<b>17,159</b>	<b>192,938</b>
% 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	1,287	1,708	1,564	1,290	1,564	1,290	1,523	20,218
Direct Material	4,775	4,361	4,704	5,684	4,387	5,699	6,244	5,746	5,871	6,211	6,451	5,392	5,772	66,522
Other Direct Costs	93	130	100	159	109	103	109	144	141	130	185	151	158	1,620
<b>Total COGS</b>	<b>9,869</b>	<b>9,933</b>	<b>9,850</b>	<b>11,447</b>	<b>9,020</b>	<b>11,432</b>	<b>11,863</b>	<b>10,407</b>	<b>10,723</b>	<b>11,042</b>	<b>11,972</b>	<b>10,491</b>	<b>11,630</b>	<b>129,808</b>
<b>Direct Margin</b>	<b>4,032</b>	<b>4,711</b>	<b>4,043</b>	<b>4,763</b>	<b>4,594</b>	<b>6,118</b>	<b>5,917</b>	<b>5,168</b>	<b>5,221</b>	<b>5,791</b>	<b>5,894</b>	<b>5,380</b>	<b>5,529</b>	<b>63,129</b>
% 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	1,009	1,138	1,129	1,057	1,130	1,064	1,112	977	950	1,094	997	1,087	12,743
COGS Depreciation	269	325	334	346	327	338	381	365	385	496	444	525	594	4,857
Other Indirect Costs	157	99	125	142	119	156	98	139	124	63	110	115	137	1,427
<b>Total Indirect COGS</b>	<b>1,913</b>	<b>1,884</b>	<b>2,180</b>	<b>2,211</b>	<b>2,200</b>	<b>2,369</b>	<b>2,834</b>	<b>2,726</b>	<b>2,250</b>	<b>2,296</b>	<b>2,464</b>	<b>2,560</b>	<b>2,905</b>	<b>28,880</b>
<b>Gross Profit</b>	<b>2,120</b>	<b>2,826</b>	<b>1,863</b>	<b>2,552</b>	<b>2,394</b>	<b>3,749</b>	<b>3,083</b>	<b>2,442</b>	<b>2,971</b>	<b>3,495</b>	<b>3,430</b>	<b>2,819</b>	<b>2,624</b>	<b>34,249</b>
% 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	97	85	109	96	105	105	107	103	126	125	131	127	134	1,352
Professional Fees	46	19	15	15	35	3	15	11	14	18	20	23	32	218
Technology Expenses	15	29	38	27	48	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	137	357	
<b>Total SG&amp;A</b>	<b>1,268</b>	<b>1,159</b>	<b>1,381</b>	<b>1,397</b>	<b>1,462</b>	<b>1,399</b>	<b>1,487</b>	<b>1,586</b>	<b>1,710</b>	<b>1,764</b>	<b>1,930</b>	<b>1,879</b>	<b>1,985</b>	<b>19,140</b>
% SG&A to Sales	9.1%	7.9%	9.8%	8.6%	10.7%	8.0%	8.4%	10.2%	10.7%	10.5%	10.8%	11.8%	11.6%	9.9%
<b>Operating Income</b>	<b>852</b>	<b>1,667</b>	<b>482</b>	<b>1,155</b>	<b>932</b>	<b>2,350</b>	<b>1,596</b>	<b>856</b>	<b>1,260</b>	<b>1,731</b>	<b>1,501</b>	<b>940</b>	<b>639</b>	<b>15,110</b>
% 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	175	1,056	180	101	146	312	109	570	891	181	596	766	273	5,180
Mgt/BOD Fees	50	50	50	50	50	50	50	50	50	50	50	50	50	600
Tax Expense	-	-	-	-	-	2	-	(2)	-	-	-	0	-	1
<b>Net Income</b>	<b>(5)</b>	<b>49</b>	<b>(365)</b>	<b>279</b>	<b>(46)</b>	<b>1,266</b>	<b>611</b>	<b>(668)</b>	<b>(582)</b>	<b>586</b>	<b>(234)</b>	<b>(840)</b>	<b>(873)</b>	<b>(816)</b>
% 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	283	212	316	428	371	362	494	559	573	563	721	599	766	5,964
Taxes	-	-	-	-	-	2	-	(2)	-	-	-	0	-	1
<b>EBITDA</b>	<b>922</b>	<b>915</b>	<b>615</b>	<b>1,383</b>	<b>1,085</b>	<b>2,332</b>	<b>1,850</b>	<b>629</b>	<b>746</b>	<b>2,040</b>	<b>1,327</b>	<b>686</b>	<b>934</b>	<b>14,541</b>
% 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
<b>Adjusted EBITDA</b>	<b>1,147</b>	<b>2,021</b>	<b>845</b>	<b>1,534</b>	<b>1,282</b>	<b>2,693</b>	<b>2,010</b>	<b>1,249</b>	<b>1,687</b>	<b>2,271</b>	<b>1,972</b>	<b>1,502</b>	<b>1,257</b>	<b>20,322</b>
% Adjusted EBITDA to Sales	8.2%	13.8%	6.1%	9.5%	9.4%	15.3%	11.3%	8.0%	10.6%	13.5%	11.0%	9.5%	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
<b>Assets</b>					
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
<b>Total Current Assets</b>	<b>39,388</b>	<b>23,549</b>	<b>31,351</b>	<b>15,839</b>	<b>8,037</b>
Fixed Assets	37,152	15,208	24,030	21,944	13,123
Accumulated Depreciation	(5,743)	(4,190)	(3,494)	(1,553)	(2,250)
<b>Net Fixed Assets</b>	<b>31,409</b>	<b>11,018</b>	<b>20,536</b>	<b>20,391</b>	<b>10,873</b>
Assets Under Construction	-	-	-	-	-
Deferred Taxes	2,094	2,094	2,094	0	0
Loan Origination Fees	-	-	-	-	-
Net Intangibles	45,061	28,535	27,059	16,526	18,002
Related Party Receivable	0	(0)	(8)	0	9
Other Long Term Assets	413	322	359	91	54
<b>Total Assets</b>	<b>118,366</b>	<b>65,519</b>	<b>81,391</b>	<b>52,847</b>	<b>36,975</b>
<b>Liabilities</b>					
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
<b>Total Current Liabilities</b>	<b>14,805</b>	<b>10,844</b>	<b>13,347</b>	<b>3,961</b>	<b>1,457</b>
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	-	-	-	-	-
<b>Total Debt</b>	<b>85,612</b>	<b>34,602</b>	<b>49,606</b>	<b>51,010</b>	<b>36,006</b>
Other Long Term Liabilities	2,392	-	2,392	2,392	-
<b>Total Liabilities</b>	<b>102,808</b>	<b>45,445</b>	<b>65,345</b>	<b>57,363</b>	<b>37,463</b>
<b>Equity</b>					
Capital Stock	33,825	30,777	31,200	3,048	2,625
Retained Earnings	(18,267)	(10,703)	(15,153)	(7,564)	(3,114)
<b>Total Equity</b>	<b>15,558</b>	<b>20,074</b>	<b>16,046</b>	<b>(4,516)</b>	<b>(489)</b>
<b>Total Liabilities and Shareholder's Equity</b>	<b>118,366</b>	<b>65,519</b>	<b>81,391</b>	<b>52,847</b>	<b>36,975</b>



**Scope of Services  
Summary**

## **EXHIBIT 1 –SCOPE OF WORK**

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

### **SCHEDULE “A” – GENERAL SERVICES**

#### **A. Turf Maintenance**

*Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high profile areas such as the primary entrances, clubhouse and pool areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation (or as approved by CDD representative if maintenance activities will take place during normal business hours). In the event it becomes necessary to make a change in the mowing schedule for any reason, a CDD representative must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.*

##### **1. Mowing**

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Bahia turf shall be mowed weekly during the growing season from March 15<sup>th</sup> through October 15<sup>th</sup> and bi-weekly during the non-growing season from October 15<sup>th</sup> through March 15<sup>th</sup>. Based on this schedule, it is estimated that the contractor will perform a minimum of 40 and a maximum of 42 mowing cycles per 12-month period in the performance of this contract. 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 a CDD representative. Should the number of mowing cycles fall below 40 in any contract year during the term of this agreement, the contractor will reduce the next month's billing by the amount per cycle for each cycle missed. CDD will pay contractor the per cycle amount for each mowing cycle in excess of 42 per contract year when a CDD representative requests additional mowing cycles. This will be invoiced at the contracted price per cycle in the month following the end of the contract period. Bahia turf in power line easements will be mowed eight (8) times per year.
- c. Bahia turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing height for Bahia turf will be set at 3½” to 4”. At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
- e. Zoysia turf shall be mowed based on 40 to 42 mowing cycles per 12-month period in the performance of this contract. 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 owner or owner's representative.
- f. Zoysia turf shall be cut with a reel or rotary mower to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.



- g. Mowing height for Zoysia turf will be set at 2-3". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
- h. Contractor shall complete a minimum of two passes along all waterways with a 50" or 60" mower discharging clippings away from the water.
- i. 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 unacceptable and if it occurs they shall be removed prior to the end of each service day.
- j. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of a CDD representative. Replacement material will be of similar size to the material being replaced.

## 2. Aeration/Overseeding

- a. Bermuda turf will be aerated four (4) times per year in the months of February, May, August and November. Aeration is to be performed utilizing a core aerator and dragging the turf upon completion.
- b. Bermuda turf will be top dressed immediately after two (2) aerations with 3/16" of USGA approved sand as specified in schedule. (May and November)

## 3. Edging

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

## 4. String Trimming

- a. 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 mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be an acceptable practice to string trim bed edges or small areas that may be cut utilizing a push type walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of a CDD representative.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.
- e. Damage caused by string trimming to the base of tree and palms is unacceptable and Contractor shall replace trees or palms at their cost that succumb to pests or fungus that enter through damaged bark base of said trees.

## 5. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

## 6. Damage Prevention/Repair

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

### **B. Detail**

*Detailing of planted areas will be performed weekly in a sectional method. The contractor will completely detail the entire property once every three weeks. High traffic and focal areas and as such will be included in each detail to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.*

#### 1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by a CDD representative.
- c. 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 a 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.
  - Maintain clearance from shrubs in bed areas.

- Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
  - e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
  - f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
  - g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut one time per year.
  - h. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by a CDD representative.
  - i. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

## 2. Edging

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

## 3. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

## C. General

### 1. Policing

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



- b. Contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off-site.
- d. Contractor will provide maintenance of traffic during maintenance of roadway areas such as placing traffic cones, redirecting or guiding the flow of traffic.

## 2. Communication

- a. Daily, the contractor will communicate with a CDD representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by a CDD representative which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to a CDD representative by the 5<sup>th</sup> of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre inspection meeting.

## 3 Staffing

- a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate daily with the property's manager and submit a report of the crew's accomplishments at the end of each week to Management. 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 a CDD representative prior to any such change. This will assure Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. 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 to include all rain, cold weather gear and hats.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or

pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee. Contractor is expected to staff the property with adequately trained personnel, five days per week, Monday through Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 5:00 PM. No power equipment operating near homes before 9:00 AM. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 4 PM on an as needed basis. Management approval is required.

**SCHEDULE "B" – TURF CARE PROGRAM - BAHIA** (If included, see Exhibit 2 Fee Summary)

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

**B. Application Requirements**

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- d. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- e. The irrigation system will be fully operational prior to any fertilizer application.

- f. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
2. Insect/Disease Control
    - a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
    - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
  3. Weed Control
    - a. Weed control will be limited to the broadleaf variety under this program.
    - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
  4. Warranty
 

No warranty is provided for Bahia turf.

**SCHEDULE "B" – TURF CARE PROGRAM - ZOYSIA**

**A. Application Schedule - Zoysia**

<u>Month</u>	<u>Application</u>
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March:	Fertilization (granular 20-0-10) with 1lb N to 1lb K, 50% slow release w/minors. Spot treat weeds and treat fungal and insect activity as necessary.
April:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
May:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
June:	Fertilization (granular 20-0-10) with .5lb N, slow release w/minors. Insect/weed/disease control as necessary.
July:	Liquid fertilization with .5lb N w/ Iron. Insect/weed/disease control as necessary.
August:	Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspect/treat fungal activity.
September:	Fertilization with 14-0-40 or similar. Weed/insect/disease control as necessary.
October:	Liquid Fertilization with .25lb N, with Iron, post emergent weed control, insect/disease control as necessary.
November:	Blanket pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.

December: Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspect/treat fungal activity.

## **B. Application Requirements**

### 1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

### 2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

### 3. Weed Control

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

### 4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes high traffic areas, drainage problems, or acts of God.



## **A. Application Requirements**

### **1. Fertilization**

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- c. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical make up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

### **2. Insect/Disease Control**

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
- c. TopChoice will be applied in early May for insect control.

### **3. Weed Control**

- a. Sedge and Crabgrass control are included as a part of this program.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, high traffic areas, drainage problems, or acts of God. In the event these conditions are pre-existing, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

**SCHEDULE “C” – TREE/SHRUB CARE PROGRAM** (If included, see Exhibit 2 Fee Summary)

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization and insect/disease control as needed
March/April:	Insect/disease control/fertilization as needed
May/June:	Insect/disease control. Fertilization as needed.
July/August:	Minor nutrient blend with insect/disease control
October:	Fall granular fertilization and insect/disease control as needed
December:	Insect/disease control/fertilization as needed

**B. Application Requirements**

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
- b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 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.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- e. 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.

- f. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- g. 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.
- h. The irrigation system will be fully operational prior to any fertilizer application.
- i. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor’s recommendation as to any changes in the Tree/Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- e. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation along with OTC injections three (3) times per year.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

4. Warranty

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

**SCHEDULE “D” – SPECIAL SERVICES** (If included, see Schedule “D” Fee Summary)

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

**A. Bedding Plants**

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

1. Schedule

- a. All flower beds on the property will be changed out four (4) times per year during the months of January, April, July and October.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from a or CDD representative before installation. No seasonal flowers should be installed without written approval from a CDD representative. The CDD reserves the right to forgo seasonal flowers and commensurate billing for whatever time period deemed necessary by the CDD representative.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to a CDD representative.

3. Maintenance

- a. Flower beds and urns unique to Rolling Oaks CDD/Margaritaville will be reviewed daily or at each service visit for the following:
  - Removal of all litter and debris.
  - Beds are to remain weed – free at all times.
  - All declining blooms are to be removed immediately.
  - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from 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.



- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. 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.

#### 4. Warranty

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

### 5. **Bed Dressing**

#### a. Schedule

- Bed dressing will be replenished in all bed areas according to the month indicated on the Exhibit 2 Fee Summary.
- Application will be completed within a three week time period.

#### b. Installation

- Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- 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 a CDD representative.
- If mulch becomes infested with green algae then mulch areas compromised shall be replaced entirely.
- No bed dressing should be installed without written approval from a CDD representative. The CDD reserves the right to increase or decrease quantities based on site conditions or to altogether forgo bed dressing (and commensurate billing) for whatever time period deemed necessary by the CDD representative.
- A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

### 6. **Palm Trimming**

- a. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' CT will be trimmed two times per year in June and December. 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.
- b. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- c. Washingtonia palms in excess of 12' CT will be trimmed two times per year in the months of February and August.
- d. All palms other than Washingtonia, in excess 12' CT will be trimmed once per year in the month of August.

- e. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- f. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of a CDD representative.
- g. When trimming, cut the frond close to the trunk without leaving "stub

**SCHEDULE "E" – IRRIGATION MAINTENANCE** (If included, see Schedule "E" Fee Summary)

A. Frequency of Service

- a. Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week.
- b. The irrigation inspection will be performed during the same week(s) each month.

B. Specifications

- 1. Activate each zone of the system.
- 2. Visually check for any damaged heads or heads needing repair.
- 3. Visually check all landscape areas irrigated with drip lines to ensure proper water flow and pressure.
- 4. Clean filters located at each zone valve monthly if applicable.
- 5. Clean, straighten or adjust any heads not functioning properly.
- 6. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
- 7. Report any valve or valve box that may be damaged in any way.
- 8. Leave areas in which repairs or adjustments are made free of debris.
- 9. Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- 10. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates as outlined in "Exhibit 3 – Extra Services Pricing Summary".
- b. Request for authorization must be submitted to a CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by a CDD representative prior to initiating any work.

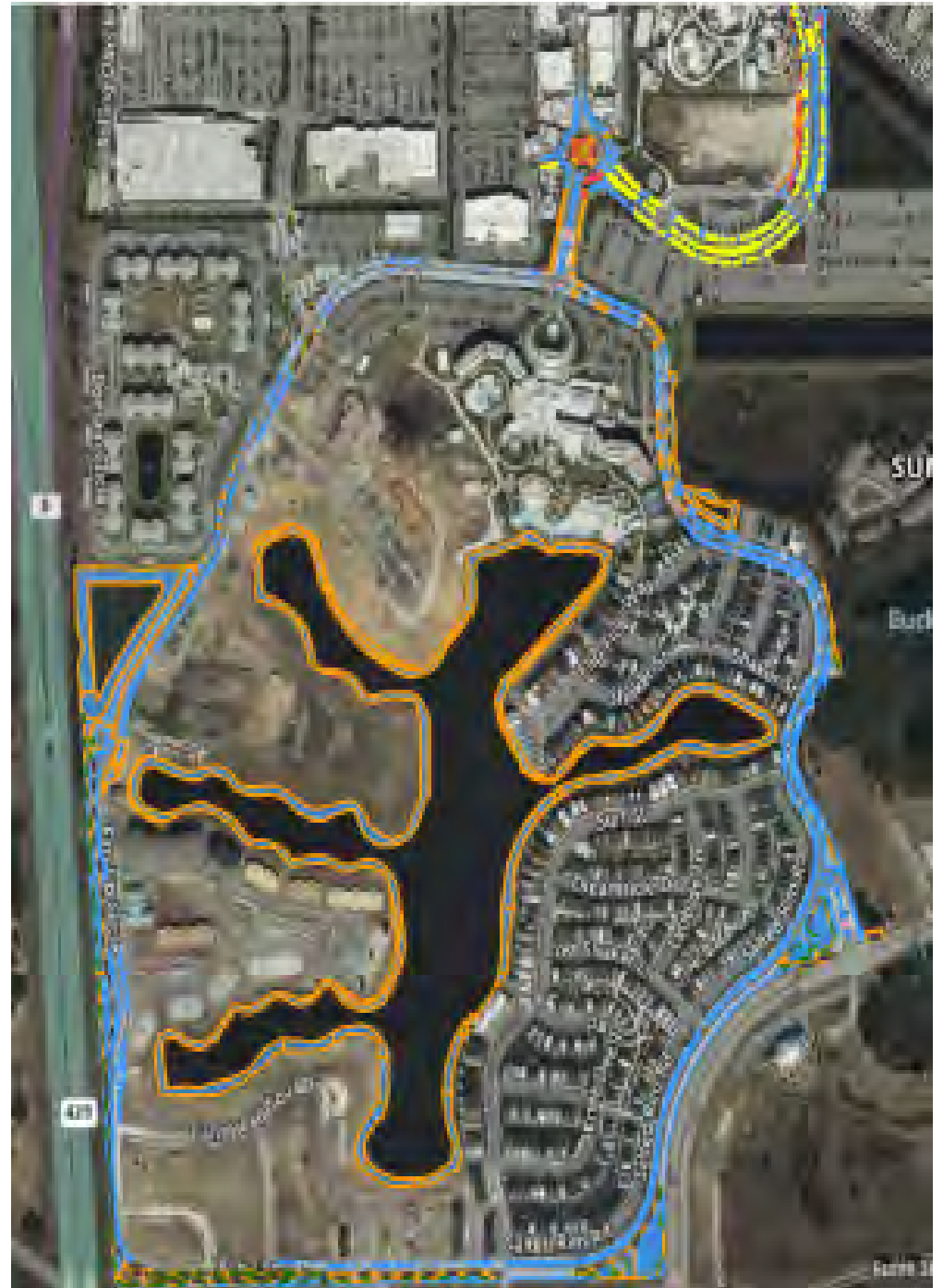
2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates as outlined in "Exhibit 3 – Extra Services Pricing Summary".
- b. When not an emergency, request for authorization must be submitted in written form

to a CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by a CDD representative prior to initiating any work.

3. 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.
  - a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
4. 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.
5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. 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.
7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.



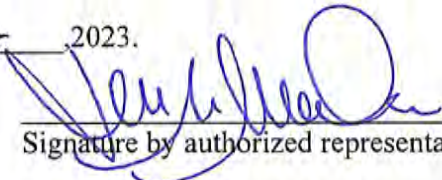




**AFFIDAVIT OF NON-COLLUSION**


STATE OF Florida  
COUNTY OF Orange

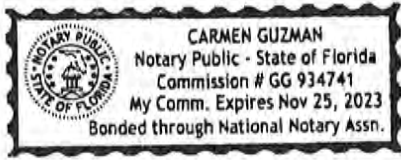
I Jena Rodgers, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Director of Sales and Business Development in the firm of Florida ULS Operating dba United Land Services, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 1 day of November, 2023.  
  
Signature by authorized representative of Proposer

State of Florida  
County of Orange

The foregoing instrument was acknowledged before me this 1 day of November, 2023, by Jena Rodger, of the United land services who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

  
Signature of Notary taking acknowledgment





**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape maintenance services has been submitted on this 8<sup>th</sup> day of November, 2023 by Florida US Operating dba United Land Services [company] whose business address is 1010 US Highway 17 92-N Davenport, FL 33837, telephone number is 407-230-0117, and electronic mail address is jrodgers@united.landservices.com

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

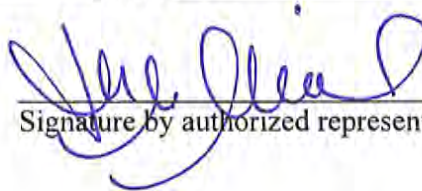
Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Owners consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Owners.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. Addendum #1 dated November 6th

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

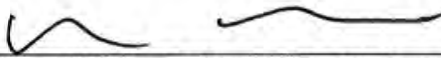
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

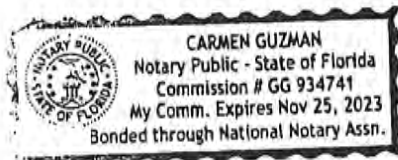


\_\_\_\_\_  
Signature by authorized representative of Proposer

County of Orange

The foregoing instrument was acknowledged before me this 1 day of November, 2023, by Jena Rodger, of the United Land Services who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

  
\_\_\_\_\_  
Signature of Notary taking acknowledgment





**Rolling Oaks Community Development District  
Request for Proposals No. 2024-100  
Addendum #1  
November 6, 2023**

Q: The price form bid sheet includes Reunion East CDD, are we to ignore this property for this RFP?

A: Only the price sheet for Rolling Oaks CDD (the District) should be completed and submitted. In an effort to avoid confusion, a revised bid sheet with the Reunion East CDD sheet deleted from the price sheet will be circulated November 6, 2023 as part of Addendum #1.

Q: The Rolling Oaks CDD price sheet does not have any quantities; I assume we will provide this information?

A: Yes, bidders should estimate quantities. Furthermore, bidders should provide the estimated quantities where requested as part of the bid sheet submitted such as for bed dressing.

Q: What are the frequency requirements for pond mowing?

A: Please refer to Schedule A General Services Turf Maintenance for frequency of mowing.

Q: We noticed the pond mowing budget significantly decreased from the previous year; can you speak to this?

A: The pond mowing line item has been and will be aggregated with the landscape maintenance line item.

Q: When will mulch usually be installed?

A: Mulch will usually be installed in the Fall, but per the proposed Scope of Services, the District must approve the proposal for mulch application prior to the installation of bed dressing.

Q: There are different types of mulch currently installed. Please clarify the type of mulch to bid.

A: Proposers should bid cocoa brown mulch. Pine bark mulch is being phased out and will not be installed in the future.

Q: Are there maps available for irrigation controllers and zones?

A: An irrigation map will be circulated November 6, 2023. A link to irrigation plans via dropbox is circulated below on November 6, 2023.

<https://www.dropbox.com/scl/fo/b8974p5dvrvbfqxj57/h?rlkey=3qdwmt2u3z3m2kh3gwn6suey&dl=0>

Q: If we are reading correctly, the approved budget for 2024 landscape maintenance contract including pond 4 is \$185,088. Given the post-Covid inflation and labor cost increases, combined with the high levels of service requested in the RFP for the high profile CDD landscapes within Margaritaville, does the District feel this is a realistic budget?

A: The District understands that proposals in excess of the fiscal year 2024 budgeted amount for landscape maintenance and lawn mowing may be received.

Q: Is the District prepared for an increase above this budget to honor the clearly defined scope of work requested? If not, will the District allow for suggested reductions of scope to meet the approved 2024 budget?

A: The District plans to select a service provider based on the selection criteria in the Project Manual. The selected vendor will then enter into an agreement with the District based on mutually agreeable terms including the Scope of Service and annual cost. Proposers should bid on the project based on the proposed Scope of Service within the Project Manual.

Q: Was the previous contractor and budget based on the same scope of work outlined in this RFP, or is this an increase in scope?

A: The current landscape agreements are based on a different scope of services when compared to the Project Manual and proposed Scope of Service.

Q: Is the District expecting a 52-week presence on property? The 3-week detail rotation in the RFP seems to imply that.

A: The District's expectation is to provide a proposal in accordance with the proposed Scope of Service included in the Project Manual, including the detail of the property once every three weeks with high traffic and focal areas getting weekly attention.

Q: Since many of the landscape areas along the CDD boulevards are only shrub beds and detail work, requested to be done in a 3-section rotation, does the District want 100% of sidewalks, curbs, and islands blown off each week if no work is to be done in those areas? The RFP does mention policing the whole site. Blowing all areas each week is a significant scope of work but is not clearly defined in the RFP. Is there any other staff or vendor blowing off these areas, or does the District expect the landscaper to do it weekly?

A: Work not included with the Scope of Service should not be included in vendor proposals. The Scope of Service does require the removal of clippings and unwanted vegetation with each service and keeping District areas clear of debris.

Q: We suspect so, but please confirm the Bahia Turf areas outside wall to sidewalk along Formosa Gardens Blvd and Funie Steed Rd are to be serviced per Bahia mow frequency listed in the RFP. Do we need to weed-eat along wall each cycle?

A: The area outside of the wall along Formosa Gardens and Funie Steed are maintained by the HOA.

Q: Please confirm the 2.77 miles of lakefront in pond 4 is to be mowed and weed-eated to waters edge each of the requested 40-42 Bahia mow cycles.

- A: Vendors are responsible to take their own measurement as the District does not have a specific acreage for this area. The specifications for Bahia mowing are included in the proposed Scope of Service.
- Q: Does the District believe 40-42 mow cycles for Bahia, especially when not irrigated, is needed?
- A: Bahia should be mowed per the Scope of Service: weekly during the growing season and bi-weekly during the non-growing season.
- Q: OTC injections and root drenching of the many date palms in the District is a significant cost. Does the District want all bidders to include this cost per the RFP? Is this a possible space where we can offer an add/alt item versus including in the scope pricing spreadsheet?
- A: Proposers should provide a proposal per the proposed Scope of Services provided in the project Manual.
- Q: Please confirm the District wants the multiple trimmings of palms scheduled in the RFP, versus one trimming per year for all palms.
- A: Proposers should provide a proposal per the Scope of Services provided in the project Manual.
- Q: The crushed shell or rock in many of the beds is covered in small dust/debris. Does the District expect these areas to be free of dust/debris throughout the new contract term? The RFP implies “debris free condition for the entire life of the contract”.
- A: The District is reasonable and does not necessarily consider small dust to be debris. That being said, per the Project Manual the site is accepted in an *as is* condition and vendors are responsible to maintain the project per the Scope of Service that will be mutually agreed upon in the landscape service agreement.
- Q: Year 1 mulch installation will likely require more cubic yards than a typical budget year over year. Can bidders include in our pricing an on-going budget as well as additional mulch required for year 1 due to current lack of mulch in many beds?
- A: Bidders should include the quantity of cocoa brown mulch per the instruction in the bid sheet and the unit price requests.
- Q: The RFP states the contractor is to include irrigation maintenance costing for “a completely operational irrigation system.” Can the District confirm the current state of the irrigation system?
- A: Although there is a pending repair for one irrigation controller, this repair will be facilitated soon. The irrigation system is an operating irrigation system.
- Q: Please confirm whether there are any areas of annuals within the District.
- A: There are no annuals at this time.



**Your Investment**



## EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY

### Contractor:

<u>Material</u>	<u>Description</u>	<u>Price</u>
<b>Mulch</b>	Price/yard installed for quantities <u>over</u> 100 cubic yards Cocoa Brown	\$ 58
	Price/yard installed for quantities <u>under</u> 100 cubic yards Cocoa Brown	\$ 58
	Price per 3 cubic foot bag of Mulch Cocoa Brown	\$ 8
<b>Hard Materials</b>	Price per bag for Seminole Chips	\$ 10
	Price per ton for Seminole Chips	\$ 500
	Price per ton for 3"-5" River Jack	\$ 500
<b>Seasonal Color</b>	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$ 2.25
	Bed preparation and installation per 1 gallon pot	\$ 7.00
	Supply and install 8" to 10" hanging basket	\$ 22.50
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$ 75.00
<b>Sod (St. Augustine)</b>	<i>Turf reparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	\$ 1.40
	Square foot price for quantities between 1,000 and 3,000 square feet	\$ 1.20
	Square foot price for quantities between 3,000 and 10,000 square feet	\$ 1.10
	Square foot for price quantities greater than 10,000 square feet	\$ 1.00
<b>Irrigation</b>	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	\$ 55
	Irrigation Laborer per hour	\$ 50
	PVC parts	List less <u>25</u> %

	Non PVC parts	List less <u>15</u> %
	Valves, Clocks and any part over \$300.00	List less <u>10</u> %
<b>General Labor</b>	Foreman per hour	<u>\$</u> 65
	Labor per hour	<u>\$</u> 45
<b>Arbor Care</b>	Production day (8 hour) Truck, Chipper, 3 man crew	<u>\$</u> 2,800
<b>Miscellaneous</b>	Bush hogging per acre @	<u>\$</u> 130

The per unit cost for installation of various sizes and quantities of plant material is listed below:

4 inch Groundcover:	< 50 plants	<u>\$</u> 2.95
	50 - 100 plants	<u>\$</u> 2.85
	100 - 250 plants	<u>\$</u> 2.75
	> 250 plants	<u>\$</u> 2.50
1-gallon Plant Material:	< 50 plants	<u>\$</u> 7.00
	50 – 100 plants	<u>\$</u> 6.50
	100 – 250 plants	<u>\$</u> 6.25
	> 250 plants	<u>\$</u> 6.00
3-gallon Plant Material:	< 50 plants	<u>\$</u> 17.00
	50 – 100 plants	<u>\$</u> 16.00
	100 – 250 plants	<u>\$</u> 15.00
	> 250 plants	<u>\$</u> 14.00
7-gallon Plant Material:	< 50 plants	<u>\$</u> 52.50
	50 – 100 plants	<u>\$</u> 50.00
	100 – 250 plants	<u>\$</u> 48.00
	> 250 plants	<u>\$</u> 46.00
15-gallon Plant Material:	< 25 plants	<u>\$</u> 170.00
	25 – 50 plants	<u>\$</u> 160.00
	50 – 100 plants	<u>\$</u> 150.00

	> 100 plants	\$ 140.00
30-gallon Plant Material:	< 25 plants	\$ 295.00
	25 – 50 plants	\$ 280.00
	> 50 plants	\$ 270.00
45-gallon Plant Material:	< 25 plants	\$ 625.00
	25 – 50 plants	\$ 595.00
	> 50 plants	\$ 585.00
65-gallon Plant Material:	< 25 plants	\$ 875.00
	25 – 50 plants	\$ 850.00
	> 50 plants	\$ 830.00

## Providing exceptional landscape services to partners across the state of Florida.

				
	 <b>UNITED</b> Land Services  <b>Jena Rodgers</b> Director of Sales  Phone: 407-230-0117 Email: <a href="mailto:jrogers@unitedlandservices.com">jrogers@unitedlandservices.com</a>			
				
				

# United We Grow!





*Uniting partners through exceptional  
landscape services*

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (1990–2000) (ONS 2002).

There is a growing awareness of the need to address the health care needs of the ageing population. The Department of Health (2001) has set out a strategy for the NHS to meet the needs of the ageing population. This strategy is based on the following principles:

- To ensure that the NHS is able to meet the needs of the ageing population.
- To ensure that the NHS is able to meet the needs of the ageing population in a cost-effective manner.
- To ensure that the NHS is able to meet the needs of the ageing population in a way that is consistent with the values of the NHS.

The strategy also sets out a number of key objectives for the NHS to meet the needs of the ageing population. These objectives are:

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# Rolling Oaks CDD

# REQUEST FOR PROPOSAL NUMBER 2024-100

LANDSCAPE/GROUNDS MAINTENANCE SERVICES



Address: 5935 K-Ville Avenue  
 Winter Haven, FL 33880  
 Phone: (863)551-1820  
 Fax:  
 Contact: Miguel Botto - (407)840-0889

Address: 219 East Livingston Street  
 Orlando, FL 32801  
 Phone: 407-841-5524  
 Fax:  
 Contact: Tricia L. Adams  
 GMS Central Florida  
 Dates: through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>GENERAL SERVICES</b> (Schedule A)	10,107	10,107	10,107	10,107	10,107	10,107	10,107	10,107	10,107	10,107	10,107	10,107	\$121,284
<b>TURF CARE</b> (Schedule B)	603	3,053	603	603	603	3,053	603	603	603	3,053	603	603	\$14,586
<b>TREE / SHRUB CARE</b> (Schedule C)	789	2,091	4,120	789	789	4,120	789	789	4,120	2,091	789	4,120	\$25,396
<b>*BEDDING PLANTS</b> (Schedule D)													\$0
<b>*BED DRESSING</b> (Schedule D) <i>Eddier's estimated cubic yards for annual installation:</i>									29,531 625				\$29,531
<b>PALM TRIMMING</b> (Schedule D)			4,550						18,960				\$23,510
<b>IRRIGATION MAINT.</b> (Schedule E)	1,106	1,106	1,106	1,106	1,106	1,106	1,106	1,106	1,106	1,106	1,106	1,106	\$13,272
<b>TOTAL FEE PER MONTH:</b>	<b>\$12,605</b>	<b>\$16,357</b>	<b>\$20,486</b>	<b>\$12,605</b>	<b>\$12,605</b>	<b>\$18,386</b>	<b>\$12,605</b>	<b>\$12,605</b>	<b>\$64,427</b>	<b>\$16,357</b>	<b>\$12,605</b>	<b>\$15,936</b>	<b>\$198,048</b>

AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD, AND FOURTH ANNUAL RENEWALS.

TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing)	\$ 198,048.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing)	\$ 203,988.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing)	\$ 210,108.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing)	\$ 216,420.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing)	\$ 222,925.00

\*Bedding plants and bed dressing are only installed with written permission and the District may forgo installation and commensurate costs of bedding plants and bed dressing for any length of time; Due to potential variance in estimated quantity for annual mulch installation, this item will be reviewed separately with unit costs and is not included with total annual fees.





# PROPOSAL CONTENT

1. Cover Letter
2. Personnel
3. Experience
4. Understanding Of Scope Of Work
5. Financial Capability
6. Proposal/Price
7. Affidavits And Acknowledgements



Dear Rolling Oaks CDD Board of Directors:

We appreciate the opportunity The Rolling Oaks CDD has given us to submit a proposal for the landscape grounds maintenance.

We at Weber/Continuum pride ourselves in building long-lasting relationships with our clients by consistently delivering excellence in quality and service.

Through the years, our management teams have improved production techniques and processes, allowing us to deliver outstanding value to high profile properties such as 4 Star resorts like the Rolling Oaks CDD.

We understand Central Florida landscapes, as well as the importance of proper communication and consistent follow-through to achieve goals.

We invested over 85 hours measuring, evaluating, and thoroughly walking The Rolling Oaks CDD to fully understand the scope and boundaries. Our estimating process is proven to minimize the learning curve of taking on a new project, providing accurate production rates for each service to assure proper and efficient execution of all contracted services is achieved.

We are a full-service landscape contracting provider with the ability to handle all your landscape needs in-house. Our Arbor Care and Enhancement division teams support our Maintenance department to fulfill contract obligations and any other services that may arise through the year.

We look forward to the opportunity to partner with you and make The Rolling Oaks CDD a flagship property in Central Florida.

Enclosed please find our proposal package, do not hesitate to contact us if you should have any questions.

Thank you for your consideration.



Miguel Botto  
Director of Exterior Services

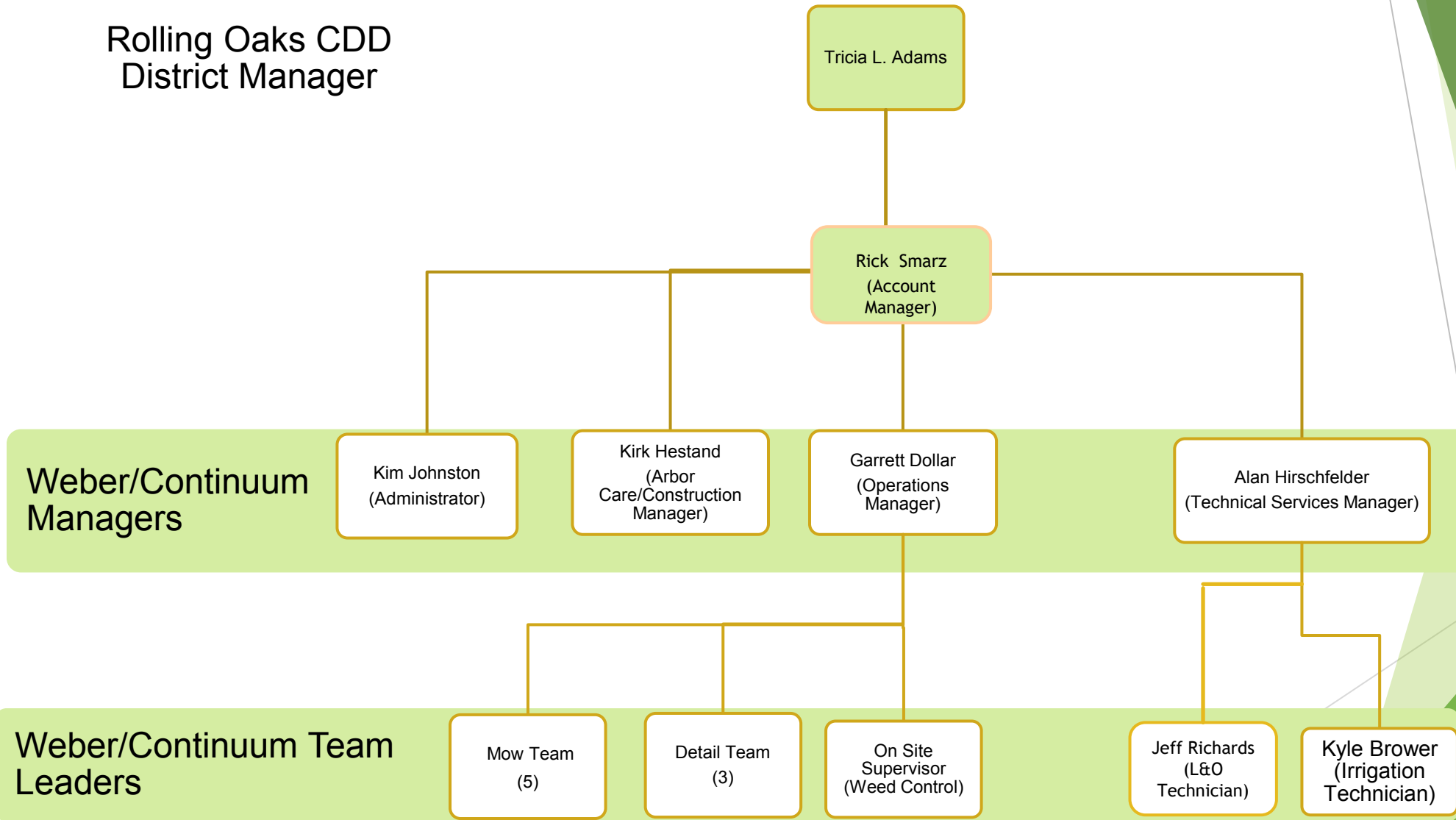


# PERSONNEL



# Service Team Organizational Chart

Rolling Oaks CDD  
District Manager





# Personnel Bios

## Miguel Botto - Director of Exterior Services

A 32 year career in the green industry paired with education in Business Management/Horticulture Concentration from NC State University gives Miguel a clear understanding in serving others and allows him to lead and inspire Team members to deliver consistent quality and service to our customers. In Orlando since 2004, Miguel has served high profile customers to include the Ritz Carlton, the Grand Cypress Resort, Marriott Vacation Club properties among other resorts. Miguel's responsibility is to cultivate and nurture lasting relationships by providing honest, efficient, and deliberate quality services in Florida.



## Kirk Hestand - General Manager

With 35 years in the green industry, and a degree in Environmental Horticulture from Florida Southern College, Kirk oversees our Winter Haven operation. Kirk also provides leadership to our Arbor Care and Construction departments. Kirk's experience extends from a Nursery owned and operated business to managing large landscape contracting operations throughout the South East. Being in Florida for over 20 years has given him the experience to clearly understand what it takes to manage Florida landscapes. Kirk's ability to build relationships has helped in building a solid reputation and longevity in the our business.



## Rick Smarz - Account Manager

A Florida native with over 20 years in the landscape industry after graduating with a degree in Landscape Technology from Lake City in North Florida, Rick has honed his skills in landscape management, design, irrigation management, and pest control serving both commercial and government Clients. Rick's personality is a great fit to inspire teams to perform to contract specifications and provide solutions to any situation. Rick's experience with Baseline irrigation systems will bring an added benefit to the Rolling Oaks CDD.



## Alan Hirschfelder - Technical Services Manager (L&O and Irrigation)

With over 20 years in the green industry Alan has held multiple responsibilities in our business and is currently the Technical Services Manager.

His vast knowledge and experience in account management, horticulture, landscape installation, irrigation and management has made him a true asset for Weber/Continuum.

As the CPCO License holder he is responsible for keeping our spray technicians and other employees up to date on all proper licensing and current best practices. Alan is a detail-oriented industry expert who works with an enthusiasm that fosters confidence and pride in others.



## Garrett Dollar - Operations Manager

In the green industry over 15 years, Garrett's horticultural knowledge along with production skills are paramount to delivering contractual commitments and solutions to our Clients. Garrett responsibility is to manage our service teams to stay on task on a weekly basis and adjust as necessary to provide the best quality and service in the market.



## Kyle Brower - Irrigation Technician

Kyle has been in the green industry since his teenage years holding different responsibilities in the business. His drive and thirst for knowledge placed him in our irrigation department. Kyle currently manages properties with advanced irrigation systems and has a keen understanding of water management. Kyle's horticultural knowledge and solution-based approach to irrigation translates in healthy landscape while minimizing cost.



# Weber/Continuum CFL Locations



**Headquarters**  
5935 K-Ville Avenue  
Winter Haven, FL 33880



**Apopka Office**  
203 W First Street  
Apopka, FL 32703



**Champions Gate Satellite**  
Champions Gate, FL





# EXPERIENCE



# Our Philosophy

Weber/Continuum's core business is landscape maintenance. Our unwavering focus - doing one thing and doing it well - has allowed us to refine our processes to offer comprehensive *best in class* service to our Clients. Additionally, our extensive experience in design and construction enhance our approach to maintenance and offer added value to Clients by providing solutions to the ever-changing needs of properties as they mature and evolve over the years.

We have developed standardized systems and process to consistently deliver quality by putting our people as close to our clients as possible and ensure that resources are in place to serve our Clients needs consistently.

Weber/Continuum's strategically-controlled growth and well-managed operations have enabled us to grow consistently and profitably, providing financial strength to continue to nurture relationships with Clients who believe in long term partnerships.



# Monthly Site Audits - Keeping Score!

We know that keeping score provides best results as it holds ourselves accountable. Our Account Managers perform monthly landscape inspections and provide you with a document including pictures of areas of the property. This report provides a view in time showing our results as well as any opportunities for improvement. Monthly Site Audits are a great training tool in teaching our Team members to develop an eye for quality and detail.

City	Clermont
State	FL
ZIP Code	34714
Inspection Date	Apr 5, 2023

---

Lawn Services	
Lawn Service	Site Cleanliness
Result	Meets expectations
↳ Comments	↳ Very good
Photo of Work	

DEV-Quality Site Inspection - 2023-04-05 08:34:23		2023-04-05
Lawn Service	Irrigation Status	
Result	Meets expectations	
↳ Comments	↳ Landscape is well hydrated, handling Spring drought well	
Photo of Work		
Lawn Service	Site Cleanliness	
Result	Meets expectations	

DEV-Quality Site Inspection - 2023-04-05 08:34:23 2023-04-05

Lawn Service	Turf Health	
Result	Meets expectations	
↳ Comments	↳ Clean and green	
Photo of Work		

Bedcare Service	Bed Weed Control	
Result	Meets expectations	
↳ Comments	↳ Excellent, almost none	
Photo of Work		
Bedcare Service	Mulch Quality and Installation	
Result	Meets expectations	
↳ Comments	↳ Spring mulch is holding up well and looks good	



# Projects

Over 25 years serving Central Florida

- Landscape Management
- Lawn & Ornamental Fertilization and Pest Control
- Irrigation Management and Water Conservation
- Arboricultural Care
- Landscape Design & Construction

A few projects previously awarded:

- OMNI Resort at Champions Gate since 2010 with \$400,000 in annual contract revenue
- Champions Gate CDD awarded in 2012 with \$375,000 in annual contract revenue
- Reunion West POA awarded in June of 2023 with \$1,000,000 in annual contract revenue

Weber/Continuum are proud to be able to build longevity with our Clients. The continued renewal of our work year over year is a testament of our commitment to deliver on our promises. The systems and processes in place are the foundation of staying on task with an unwavering commitment to quality and service.





# References



**OMNI Champions Gate**  
Jorge Aldave – DOE  
(210) 800-3986  
jorge.aldave@omnihotels.com



**Champions Gate CDD**  
Evan Fracasso - Senior PM  
(614) 361-7677  
efracasso@championsgate.com



**Reunion West POA**  
Aura Zelada - Community Manager  
(706) 341-7055  
manager@reunionwestpoa.com

# UNDERSTANDING SCOPE OF WORK



# Estimating

Weber/Continuum is known for developing cost effective landscape management programs that enhance the curb appeal of the property within a reasonable budget. Through the years, our management teams have improved production techniques, and processes, which allow us to deliver a combination of outstanding service, quality and value.

Weber/Continuum's ability to offer the Best Value to our Clients is due to a scientific approach to our Estimating Process. Our teams spend many hours and, in some cases, days doing a physical take off of the property we are about to estimate.

The time spent upfront allows us to understand in detail what it will take to perform the services required to deliver fantastic landscapes and outstanding customer service.

Once the project's cost has been estimated, and the job has been activated, we applied Production Planning techniques we have been using and improving over the years.

The combination of proven production techniques and exceptionally trained employees delivers excellent service and allow us to pass the savings we realize to our Clients.

Item	Description	Quantity	Unit Price	Total Price
1	FERTILIZATION	4,000	FRIG	37,000
2	WEED CONTROL	1,000	SP	500
3	WEED CONTROL	1,000	SP	500
4	WEED CONTROL	1,000	SP	500
5	WEED CONTROL	1,000	SP	500
6	WEED CONTROL	1,000	SP	500
7	WEED CONTROL	1,000	SP	500
8	WEED CONTROL	1,000	SP	500
9	WEED CONTROL	1,000	SP	500
10	WEED CONTROL	1,000	SP	500
11	WEED CONTROL	1,000	SP	500
12	WEED CONTROL	1,000	SP	500
13	WEED CONTROL	1,000	SP	500
14	WEED CONTROL	1,000	SP	500
15	WEED CONTROL	1,000	SP	500
16	WEED CONTROL	1,000	SP	500
17	WEED CONTROL	1,000	SP	500
18	WEED CONTROL	1,000	SP	500
19	WEED CONTROL	1,000	SP	500
20	WEED CONTROL	1,000	SP	500
21	WEED CONTROL	1,000	SP	500
22	WEED CONTROL	1,000	SP	500
23	WEED CONTROL	1,000	SP	500
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36	WEED CONTROL	1,000	SP	500
37	WEED CONTROL	1,000	SP	500
38	WEED CONTROL	1,000	SP	500
39	WEED CONTROL	1,000	SP	500
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41	WEED CONTROL	1,000	SP	500
42	WEED CONTROL	1,000	SP	500
43	WEED CONTROL	1,000	SP	500
44	WEED CONTROL	1,000	SP	500
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74	WEED CONTROL	1,000	SP	500
75	WEED CONTROL	1,000	SP	500
76	WEED CONTROL	1,000	SP	500
77	WEED CONTROL	1,000	SP	500
78	WEED CONTROL	1,000	SP	500
79	WEED CONTROL	1,000	SP	500
80	WEED CONTROL	1,000	SP	500



CREW: Brian Martinez  
352-815-0400  
MONTH: MAY 2023  
BRANCH: Florida - CES

TH	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	BRANCH
1	LAKE HEDGE LEGACY HILLS	PIRAIRIE OAKS LAKE JACKSON	TWOI	MIRABELLA TH MIRABELLA HOA	OPEN		
2			TRUCK & EQUIPMENT MAINTENANCE				
3							
4							
5							
6							
7							
8	LAKE HEDGE LEGACY HILLS	PIRAIRIE OAKS LAKE JACKSON	TWOI	MIRABELLA TH MIRABELLA HOA	OPEN		
9			TRUCK & EQUIPMENT MAINTENANCE				
10							
11							
12							
13							
14							
15	LAKE HEDGE LEGACY HILLS	PIRAIRIE OAKS LAKE JACKSON	TWOI	MIRABELLA TH MIRABELLA HOA	OPEN		
16			TRUCK & EQUIPMENT MAINTENANCE				
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
TOTAL	LAKE HEDGE LEGACY HILLS	PIRAIRIE OAKS LAKE JACKSON	TWOI	MIRABELLA TH MIRABELLA HOA	OPEN		





# Estimating (continuation)

A clear understanding of the property boundaries, the required scope of work, and proper measurements deliver a successful estimate. Good estimating is the best recipe to delight our Clients. All we must do is execute the plan.

## EXHIBIT 1 - SCOPE OF WORK

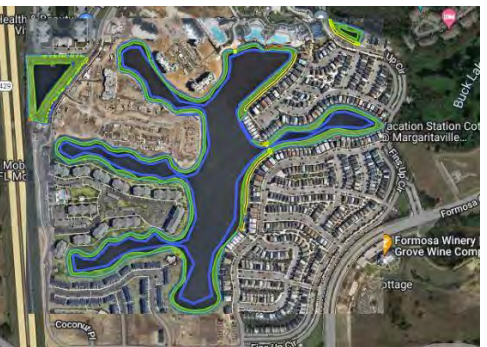
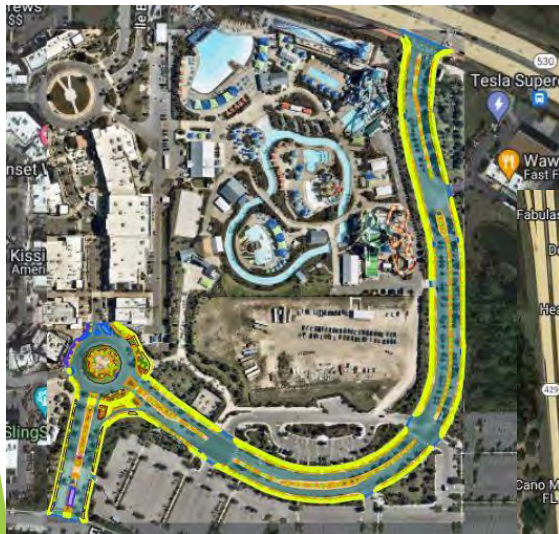
The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

### SCHEDULE "A" - GENERAL SERVICES

### Rolling Oaks Community Development District Request for Proposals No. 2024-100 Addendum #1 November 6, 2023

- Q: The price form bid sheet includes Reunion East CDD, are we to ignore this property for this RFP?
- A: Only the price sheet for Rolling Oaks CDD (the District) should be completed and submitted. In an effort to avoid confusion, a revised bid sheet with the Reunion East CDD sheet deleted from the price sheet will be circulated November 6, 2023 as part of Addendum #1.
- Q: The Rolling Oaks CDD price sheet does not have any quantities; I assume we will provide this information?
- A: Yes, bidders should estimate quantities. Furthermore, bidders should provide the estimated quantities where requested as part of the bid sheet submitted such as for bed dressing.
- Q: What are the frequency requirements for pond mowing?

Item #	Description	Frequency	Price Per Frequency	BELL Total
1	MOVING	42.00 FREQ	905 FREQ	37,990
2	AT Seeding - 5 MAN/LA/IN	1,071.00 SQ SP	0 SP	7,000
3	AT Seeding - 5 MAN/LA/IN	1,071.00 SQ SP	0 SP	1,000
4	At Seed up 5 MAN/LA/IN	58.50 YR	0 YR	15,300
5	At Seed up 5 MAN/LA/IN	58.50 YR	0 YR	11,142
6	Handls Planting - 1 MAN	30.00 HR	0 HR	1,107
7	MOVING	40.00 FREQ	277 FREQ	11,091
8	EDGING CURBS & WALKWAYS	42.00 FREQ	225 FREQ	9,436
9	EDGING CURBS & WALKWAYS	42.00 FREQ	225 FREQ	9,436
10	EDGING CURBS & WALKWAYS	42.00 FREQ	225 FREQ	9,436
11	EDGING CURBS & WALKWAYS	42.00 FREQ	225 FREQ	9,436
12	EDGING CURBS & WALKWAYS	42.00 FREQ	225 FREQ	9,436
13	WEED CONTROL - HERBICIDE	42.00 FREQ	445 FREQ	18,678
14	WEED CONTROL - HERBICIDE	42.00 FREQ	445 FREQ	18,678
15	WEED CONTROL - HERBICIDE	42.00 FREQ	445 FREQ	18,678
16	PRUNING SERVICES	12.00 FREQ	3,197 FREQ	38,368
17	PRUNING SERVICES	12.00 FREQ	3,197 FREQ	38,368
18	PRUNING SERVICES	12.00 FREQ	3,197 FREQ	38,368
19	PALM PRUNING	2.00 FREQ	2,874 FREQ	5,748
20	PALM PRUNING	2.00 FREQ	2,874 FREQ	5,748
21	PALM PRUNING	2.00 FREQ	2,874 FREQ	5,748
22	TURF FERTILIZATION - GRANULAR	2.00 FREQ	1,865 FREQ	3,730
23	TURF FERTILIZATION - GRANULAR	2.00 FREQ	1,865 FREQ	3,730
24	TURF FERTILIZATION - GRANULAR	2.00 FREQ	1,865 FREQ	3,730
25	TURF FERTILIZATION - LIQUID	1.00 FREQ	957 FREQ	957
26	TURF FERTILIZATION - LIQUID	1.00 FREQ	957 FREQ	957
27	TURF FERTILIZATION - LIQUID	1.00 FREQ	957 FREQ	957
28	TURF FERTILIZATION - LIQUID	1.00 FREQ	957 FREQ	957
29	TURF FERTILIZATION - LIQUID	1.00 FREQ	957 FREQ	957
30	TURF FERTILIZATION - LIQUID	1.00 FREQ	957 FREQ	957
31	SHRUB ORNAMENTALS FERTILIZATION - G	2.00 FREQ	1,091 FREQ	2,182
32	SHRUB ORNAMENTALS FERTILIZATION - G	2.00 FREQ	1,091 FREQ	2,182
33	SHRUB ORNAMENTALS FERTILIZATION - G	2.00 FREQ	1,091 FREQ	2,182
34	PALM ROOT-BUD DRENCH	4.00 FREQ	6,130 FREQ	24,519
35	PALM ROOT-BUD DRENCH	4.00 FREQ	6,130 FREQ	24,519
36	PALM ROOT-BUD DRENCH	4.00 FREQ	6,130 FREQ	24,519
37	PALM CYC TREATMENT	4.00 FREQ	1,378 FREQ	5,516
38	PALM CYC TREATMENT	4.00 FREQ	1,378 FREQ	5,516
39	PALM CYC TREATMENT	4.00 FREQ	1,378 FREQ	5,516
40	SPOT SPRAY TURF WEEDS	2.00 FREQ	1,076 FREQ	2,152
41	SPOT SPRAY TURF WEEDS	2.00 FREQ	1,076 FREQ	2,152
42	SPOT SPRAY TURF WEEDS	2.00 FREQ	1,076 FREQ	2,152
43	TURF INSECTICIDE FUNGICIDE	10.00 FREQ	127 FREQ	1,266
44	TURF INSECTICIDE FUNGICIDE	10.00 FREQ	127 FREQ	1,266
45	TURF INSECTICIDE FUNGICIDE	10.00 FREQ	127 FREQ	1,266
46	IPM PROGRAM - SHRUB ORNAMENTAL	10.00 FREQ	273 FREQ	2,733
47	IPM PROGRAM - SHRUB ORNAMENTAL	10.00 FREQ	273 FREQ	2,733
48	IPM PROGRAM - SHRUB ORNAMENTAL	10.00 FREQ	273 FREQ	2,733
49	IRRIGATION MAINTENANCE CHECK	12.00 FREQ	1,106 FREQ	13,270
50	IRRIGATION MAINTENANCE CHECK	12.00 FREQ	1,106 FREQ	13,270
51	IRRIGATION MAINTENANCE CHECK	12.00 FREQ	1,106 FREQ	13,270





# Comprehensive Water Management

A Horticultural approach to water management focuses on putting the right amount of water in the right locations at the right time.

Over the past years Weber/Continuum has worked diligently in complying with watering restrictions, and therefore has developed proper water management techniques to properly handle the landscape needs through the seasons.

At Weber/Continuum is not just making sure that water is going through the pipes, it is a clear understanding of what our landscapes need in every season. Growing deeper root systems in the Florida winter allows for healthier plant material and turf during the growing season.



**WE**  
**CONTINUUM**

Date: \_\_\_\_\_  
JOB NAME: \_\_\_\_\_  
Controller Location: \_\_\_\_\_

	Program Information				System Information			
	Program A	Program B	Program C	Program D	Controller Model:	Backflow Location:	Meter Reading:	Pump Hours Reading:
Watering days	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	_____	_____	_____	_____
1	000000	000000	000000	000000	_____	_____	_____	_____
Start times	am/pm	am/pm	am/pm	am/pm	_____	_____	_____	_____
2	_____	_____	_____	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____	_____	_____	_____
Seasonal Adjustment:	_____ %	_____ %	_____ %	_____ %	_____	_____	_____	_____
Rain Sensor:	On	Off	Freeze	_____	_____	_____	_____	_____

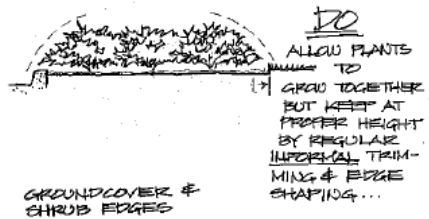
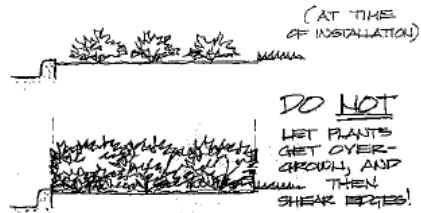
Irrigation Maintenance Check (IMC) Services Report

Zone	Spray or Rotor	Run Time	Program (A, B, C)	Unclogged Nozzle	Straighten Head	Adjusted Arc	Raise Head	Lower Head	Replace Head	Replace Nozzle	Driftline Repair	No Faults	Comments
1													
2													
3													
4													
5													

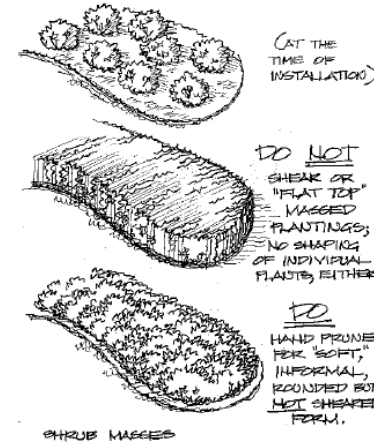
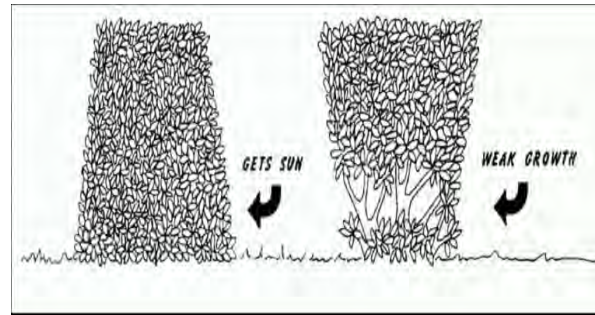


# Pruning Practices

Proper pruning techniques is a must to develop healthy and lasting landscapes. Our teams are properly trained to deliver on best practices.



GROUNDCOVER & SHRUB EDGES





# Horticultural Services

Horticultural services are almost invisible by our Clients while being performed. The results show extremely well when perform timely and consistently. Accurate application reports provide our Clients with piece of mind.

Weber/Continuum follows contracted scope for all lawn and ornamental services, while staying up to date on new products and best practices. Our IPM program is second to none, as we know that it is an investment to our quality.



WEBER ENVIRONMENTAL SERVICES HORTICULTURE

**SERVICE COMMUNICATION REPORT**

PROPERTY: Revaire West

The following services were performed today:

CHEMICAL	RATE	APPLIED	FERTILIZATION		DATE & TIME		
					DATE	IN	OUT
Hi-Mag Lime	50#/100g	120g	Turf				
			Trees	✓	8/27	1:30	8:30
			Shrubs		8/24	8:00	11:00
			Annuals				
			PEST CONTROL				
			TURF				
			Insects				
			Weeds				
			Fungus				
					GRANULAR FERTILIZER		
					BAG COUNT		
			SHRUBS & TREES				
			Insects				
			Fungus				

WEBER ENVIRONMENTAL SERVICES HORTICULTURE

**SERVICE COMMUNICATION REPORT**

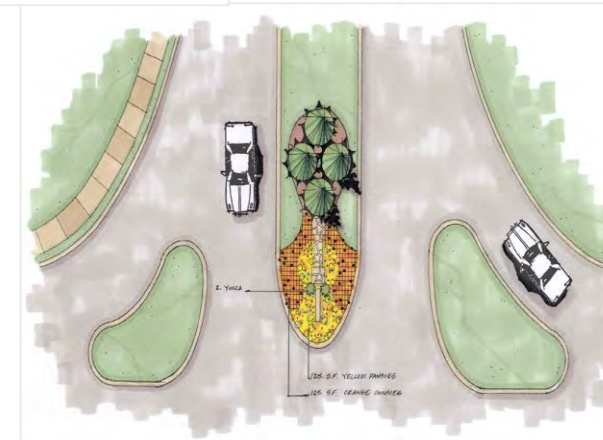
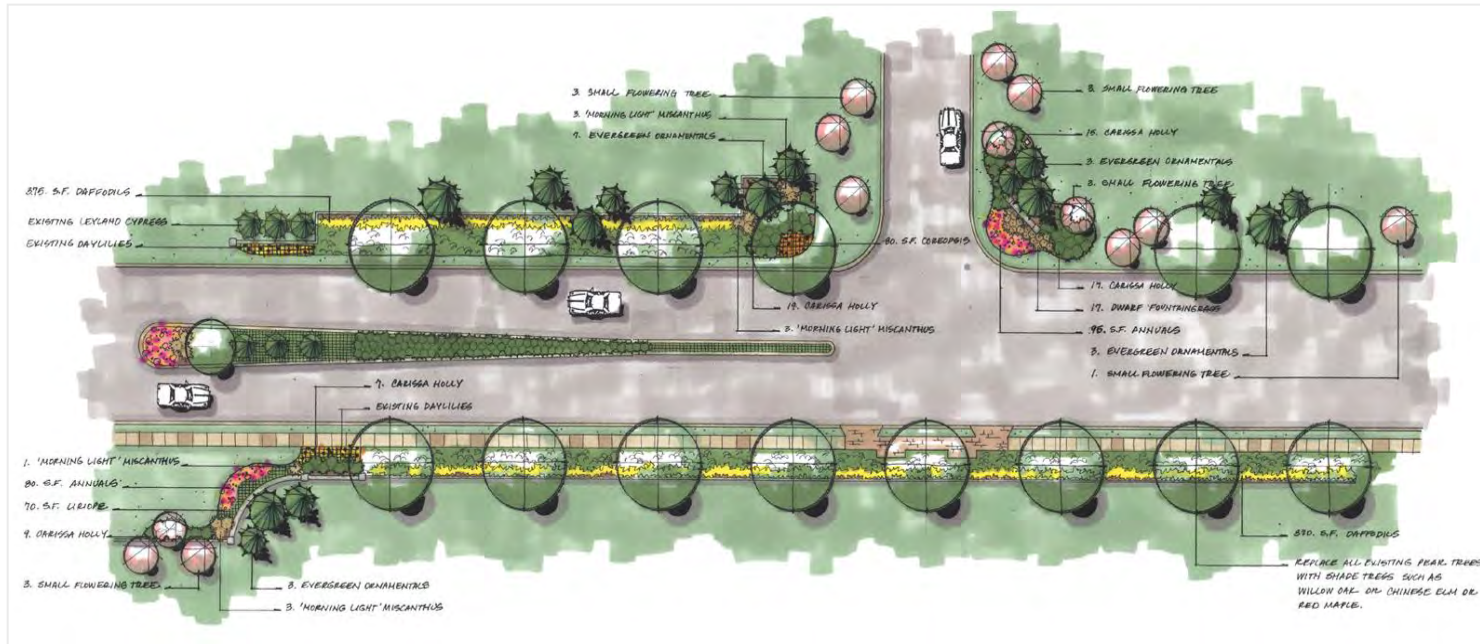
PROPERTY: Revaire West

The following services were performed today:

CHEMICAL	RATE	APPLIED	FERTILIZATION		DATE & TIME		
					DATE	IN	OUT
Amara (Spring)	200/1000 200g		Turf				
Blue XTS	100/1000	✓	Trees		6/12		
			Shrubs		7/24		
			Annuals				
			PEST CONTROL				
			TURF				
			Insects	✓			
			Weeds				
			Fungus				
					GRANULAR FERTILIZER		
					BAG COUNT		
			SHRUBS & TREES				
			Insects				
			Fungus				



# Design Capabilities





# Our Results



# FINANCIAL CAPABILITY



## Who We Are

Weber/Continuum is a national full-service, single source solution for interior and exterior facility operations with locations in 7 states including Florida, Ohio, Indiana, Tennessee, Missouri, Michigan, and New Hampshire. Continuum Services is a 50+ million-dollar service provider with a national team of over 3,000 employees.

Our Exterior Services division executes over 30 million in contracted landscaping services each year, providing Clients with superb quality and customer services. Our ability to perform year over year rewards us with a high renewal rate in the industry, building strong partnerships with the foundation on doing what is right. We are your local landscape service provider powered by Redico's financial strength, strong processes, and disciplined training.

REDICO (Real Estate Development and Investment Company), our parent company, is a trusted leader across a variety of national real estate arenas. Our success is powered by an innovative, ambitious approach to diversification, coupled with a long-standing foundation of experience, stability, and respect.

The combined experience of our leadership teams allow us to recruit and invest in the best talent in each market and provide them with the necessary resources to consistently deliver to our Clients.

*Financial information available upon request.*





# Current Assets

Providing proper resources is the key to efficient operations, providing success to our Teams.

Assets	Qty in Florida	Company Total
Isuzu NPR Mow/Detail	31	48
Ford Trucks	2	27
Isuzu Landscape Truck	3	3
Landscape Trailer	6	13
Irrigation & Spray Vehicles	11	18
Utility Vehicle	18	32
Arbor Care (includes lift and grapple truck)	7	87
Vehicles – Mgt/AM/OM	12	25

Small Power Equipment	
String Trimmer	36
Stick Edger	48
Backpack Blower	65
Mowers	63
Chain Saw	24
Tiller	6
Hedge Trimmers	38
Street Blower	8

Insect/Pest Management Equipment	
50 Gallon Spray Units	8
Z Spray Units	6
Fertilizer Spreader Units	16
Vortex Fertilizer Spreader	2





# PROPOSAL/PRICE



### EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY

**Contractor:**

<u>Material</u>	<u>Description</u>	<u>Price</u>
<b>Mulch</b>	Price/yard installed for quantities <u>over</u> 100 cubic yards Cocoa Brown	\$ 48.00
	Price/yard installed for quantities <u>under</u> 100 cubic yards Cocoa Brown	\$ 60.00
	Price per 3 cubic foot bag of Mulch Cocoa Brown	\$ 6.50
<b>Hard Materials</b>	Price per bag for Seminole Chips	\$ 16.72
	Price per ton for Seminole Chips	\$ 316.00
	Price per ton for 3"-5" River Jack	\$ 367.00
<b>Seasonal Color</b>	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$ 2.50
	Bed preparation and installation per 1 gallon pot	\$ 7.50
	Supply and install 8" to 10" hanging basket	\$ 65.00
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$ 150.00
<b>Sod (St. Augustine)</b>	<i>Turf preparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	\$ 1.25
	Square foot price for quantities between 1,000 and 3,000 square feet	\$ 1.15
	Square foot price for quantities between 3,000 and 10,000 square feet	\$ 1.05
	Square foot for price quantities greater than 10,000 square feet	\$ 0.95
<b>Irrigation</b>	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	\$ 75.00
	Irrigation Laborer per hour	\$ 55.00
	PVC parts	List less <u>10</u> %



	Non PVC parts	List less <u>15</u> %
	Valves, Clocks and any part over \$300.00	List less <u>20</u> %
<b>General Labor</b>	Foreman per hour	\$ 55.00
	Labor per hour	\$ 40.00
<b>Arbor Care</b>	Production day (8 hour) Truck, Chipper, 3 man crew	\$ 3,500.00
<b>Miscellaneous</b>	Bush hogging per acre @	\$ 150.00

The per unit cost for installation of various sizes and quantities of plant material is listed below:

4 inch Groundcover:	< 50 plants	\$ 3.00
	50 - 100 plants	\$ 2.50
	100 - 250 plants	\$ 2.25
	> 250 plants	\$ 2.00
1-gallon Plant Material:	< 50 plants	\$ 7.15
	50 - 100 plants	\$ 6.95
	100 - 250 plants	\$ 6.75
	> 250 plants	\$ 6.5
3-gallon Plant Material:	< 50 plants	\$ 20.00
	50 - 100 plants	\$ 19.00
	100 - 250 plants	\$ 18.00
	> 250 plants	\$ 17.00
7-gallon Plant Material:	< 50 plants	\$ 50.00
	50 - 100 plants	\$ 45.00
	100 - 250 plants	\$ 40.00
	> 250 plants	\$ 35.00
15-gallon Plant Material:	< 25 plants	\$ 125.00
	25 - 50 plants	\$ 95.00
	50 - 100 plants	\$ 77.00

30-gallon Plant Material:	> 100 plants	\$ 67.00
	< 25 plants	\$ 250.00
	25 – 50 plants	\$ 225.00
	> 50 plants	\$ 205.00
45-gallon Plant Material:	< 25 plants	\$ 495.00
	25 – 50 plants	\$ 475.00
	> 50 plants	\$ 455.00
65-gallon Plant Material:	< 25 plants	\$ 725.00
	25 – 50 plants	\$ 675.00
	> 50 plants	\$ 625.00





# AFFIDAVITS AND ACKNOWLEDGEMENT



# Notarized Documents

**AFFIDAVIT OF NON-COLLUSION**

STATE OF Florida  
 COUNTY OF Seville

I, Miguel Botto, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Director in the firm of WEBER ES/CONTINUUM, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 8<sup>th</sup> day of November, 2023.

[Signature]  
 Signature by authorized representative of Proposer

State of Florida  
 County of Seville

The foregoing instrument was acknowledged before me this 8 day of November, 2023, by Webster Continuum, of the Legal Advisor Botto who is personally known to me or who has produced Florida Driver License as identification and who did (did not) take an oath.

[Signature]  
 Signature of Notary taking acknowledgment

**OLGA D. GREGORY**  
 Notary Public, State of Florida  
 Commission #14 273486  
 My comm. expires June 8, 2025

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape maintenance services has been submitted on this 8<sup>th</sup> day of November, 2023 by WEBER ES/CONTINUUM (company) whose business address is 5935 K-VILLE RD, WINTER PARK, FL 32780, telephone number is 407-340-0888, and electronic mail address is m.botto@continuumservices.com.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Owners consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Owners.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. #1 dated 11/6/2023  
 Addendum No. N/A dated N/A  
 Addendum No. N/A dated N/A

[Signature]  
 Signature by authorized representative of Proposer

County of Seville

The foregoing instrument was acknowledged before me this 8 day of November, 2023, by Webster Continuum, of the Legal Advisor Botto who is personally known to me or who has produced Florida Driver License as identification and who did (did not) take an oath.

[Signature]  
 Signature of Notary taking acknowledgment

**OLGA D. GREGORY**  
 Notary Public, State of Florida  
 Commission #14 273486  
 My comm. expires June 8, 2025



# Rolling Oaks CDD

We appreciate your consideration  
and look forward to partnering  
with you to provide best in class  
landscape management service.



the 1990s, the number of people with a disability in the United States has increased by 25% (U.S. Census Bureau, 1997).

As a result of the increase in the number of people with disabilities, the need for accessible information has become more acute. The National Center for Accessible Information (NCAI) has estimated that 10% of the population has a disability that may affect their ability to use printed materials (NCAI, 1997). The NCAI also estimates that 10% of the population has a disability that may affect their ability to use audio materials (NCAI, 1997). The NCAI also estimates that 10% of the population has a disability that may affect their ability to use video materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use computer materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use television materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use radio materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use newspaper materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use magazine materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use book materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use film materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use video cassette materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use audio cassette materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use compact disc materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use digital materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use internet materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use mobile materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use wireless materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use satellite materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use fiber optic materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use laser materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use ultraviolet materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use infrared materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use microwave materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use radio frequency materials (NCAI, 1997).

The NCAI also estimates that 10% of the population has a disability that may affect their ability to use electromagnetic materials (NCAI, 1997).





*Excellence*  
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Proposal  
prepared for

**ROLLING OAKS CDD**



November 07, 2023

## EXHIBIT 2 - FEE SUMMARY ROLLING OAKS CDD

Contractor: Yellowstone Landscape- Southeast, LLC

Property: Rolling Oaks  
CDD

Address: 1773 Business Center Lane  
Kissimmee, FL 34758

Phone: 407-396-0529

Fax: 407-396-2023

Contact: Nicole Ailes  
[nailes@yellowstonelandscape.com](mailto:nailes@yellowstonelandscape.com)

Address: 219 East Livingston Street  
Orlando, FL 32801

Phone: 407-841-5524

Fax:

Contact: Tricia L. Adams  
GMS Central Florida

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

	2024 JAN	2024 FEB	2024 MAR	2024 APRIL	2024 MAY	2024 JUN	2024 JUL	2024 AUG	2024 SEP	2024 OCT	2024 NOV	2024 DEC	TOTAL
<b>GENERAL SERVICES</b> (Schedule A)	12,097	12,097	12,097	12,097	12,097	12,097	12,097	12,097	12,097	12,097	12,097	12,097	\$145,164
<b>TURF CARE</b> (Schedule B)	500	500	500	500	500	500	500	500	500	500	500	500	\$6,000
<b>TREE / SHRUB CARE</b> (Schedule C)	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	\$21,000
<b>*BEDDING PLANTS</b> (Schedule D) <i>0 Units</i>													\$0
<b>*BED DRESSING</b> (Schedule D) <i>1,000 Cubic Yards</i>										58,896			\$58,896
<b>PALM TRIMMING</b> (Schedule D) <i>86 Specimen Date Palms</i> <i>207 Washingtonia Palms</i> <i>705 All Other Palms</i>						14,724						14,724	\$88,836
		12,756						12,756					33,876
<b>IRRIGATION MAINT.</b> (Schedule E)	975	975	975	975	975	975	975	975	975	975	975	975	\$11,700
<b>TOTAL FEE PER MONTH:</b>	<b>\$15,322</b>	<b>\$28,078</b>	<b>\$15,322</b>	<b>\$15,322</b>	<b>\$15,322</b>	<b>\$30,046</b>	<b>\$15,322</b>	<b>\$61,954</b>	<b>\$15,322</b>	<b>\$74,218</b>	<b>\$15,322</b>	<b>\$30,046</b>	<b>\$272,700</b>

AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD, AND FOURTH ANNUAL RENEWALS.

TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIRST YEAR	\$ 272,700.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) SECOND YEAR	\$ 280,884.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) THIRD YEAR	\$ 289,308.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FOURTH YEAR	\$ 297,996.00
TOTAL ANNUAL FEE (Schedules A through E except Bed Dressing) FIFTH YEAR	\$ 306,936.00

\*Bedding plants and bed dressing are only installed with written permission and the District may forgo installation and commensurate costs of bedding plants and bed dressing for any length of time; Due to potential variance in estimated quantity for annual mulch installation, this item will be reviewed separately with unit costs and is not included with total annual fees.

TRICIA ADAMS

ASSISTANT DISTRICT MANAGER, GMS

219 East Livingston Street  
Orlando, FL 32801

Re: Landscape Maintenance Services Proposal for **Governmental Management Services**

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

Within your Plan for Success please make special note of the following sections:

- **Personnel:** Our personnel and capabilities are highlighted in this section. We've included information about our company, an organizational chart of your local Yellowstone Landscape team, resumes for the individuals who will oversee your property, and a letter that breaks down our staffing levels and our plan to service the property.
- **Experience:** This section includes project pages of some of our local projects and a list of references. Please feel free to reach out to any of your references.
- **Scope of Work/ Maintenance Plan:** This section starts with an example site audit report. This highlights some of the things and areas we'd like to improve at the property. This section also includes our 30-60-90 Day service plan for the property, and a 12-month task calendar that outlines what services you'll receive each month.
- **Financial Capability:** Information on our company's financial standings, as well as our various licenses and certifications.
- **Pricing Forms:** Pricing forms for all CDD areas. We've also included all required signature forms and addendum acknowledgements.

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

Sincerely,  
Nicole Ailes, *Business Development Manager*  
Yellowstone Landscape

nailes@yellowstonelandscape.com  
559.977.4719

# Rolling Oaks CDD

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A large, stylized graphic of a flower or leaf cluster, composed of several light green leaves and purple triangular accents, centered on the page.

## PERSONNEL





# YELLOWSTONE LANDSCAPE



*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



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.



# 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

# 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**  
2809 Forsyth Road  
Winter Park, FL 32792  
407.814.2400

**Orlando-South Offices**  
1773 Business Center Lane  
Kissimmee, FL 34758  
407.396.0529



# Services for Public Sector Clients



We are proud to serve Public Sector clients across the South, and to be a part of some tremendously successful projects beautifying our local communities. **We understand the challenges that local governments and agencies face in managing their public green spaces.**

Public parks, trails, and streetscapes create unique opportunities to enrich the lives of your community's residents. Investing in professional landscape services delivers a consistently high-quality appearance, and does so at a lower cost than in-house grounds maintenance services.

Our professional landscaping services offered to Public Sector clients include award-winning

Landscape Design and Installation teams, ready to deliver beautiful landscape enhancements and installations. When we continue to maintain the project for you, we can even extend our normal warranty on installed plant materials.

We'll also work with you to identify any possible liabilities or hazards in your community's public spaces. With services like raising tree canopies and making sure drains are kept clear of debris, our Landscape Professionals partner with you to keep your residents safe from hazards. And, in case of a natural disaster or extreme weather event, our crews will be there to assist with clean up after the storms have passed.



# Services for Resort Communities



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

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

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

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

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

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

# 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.



**YELLOWSTONE**  
LANDSCAPE



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.

# Principal Officers

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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.

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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.



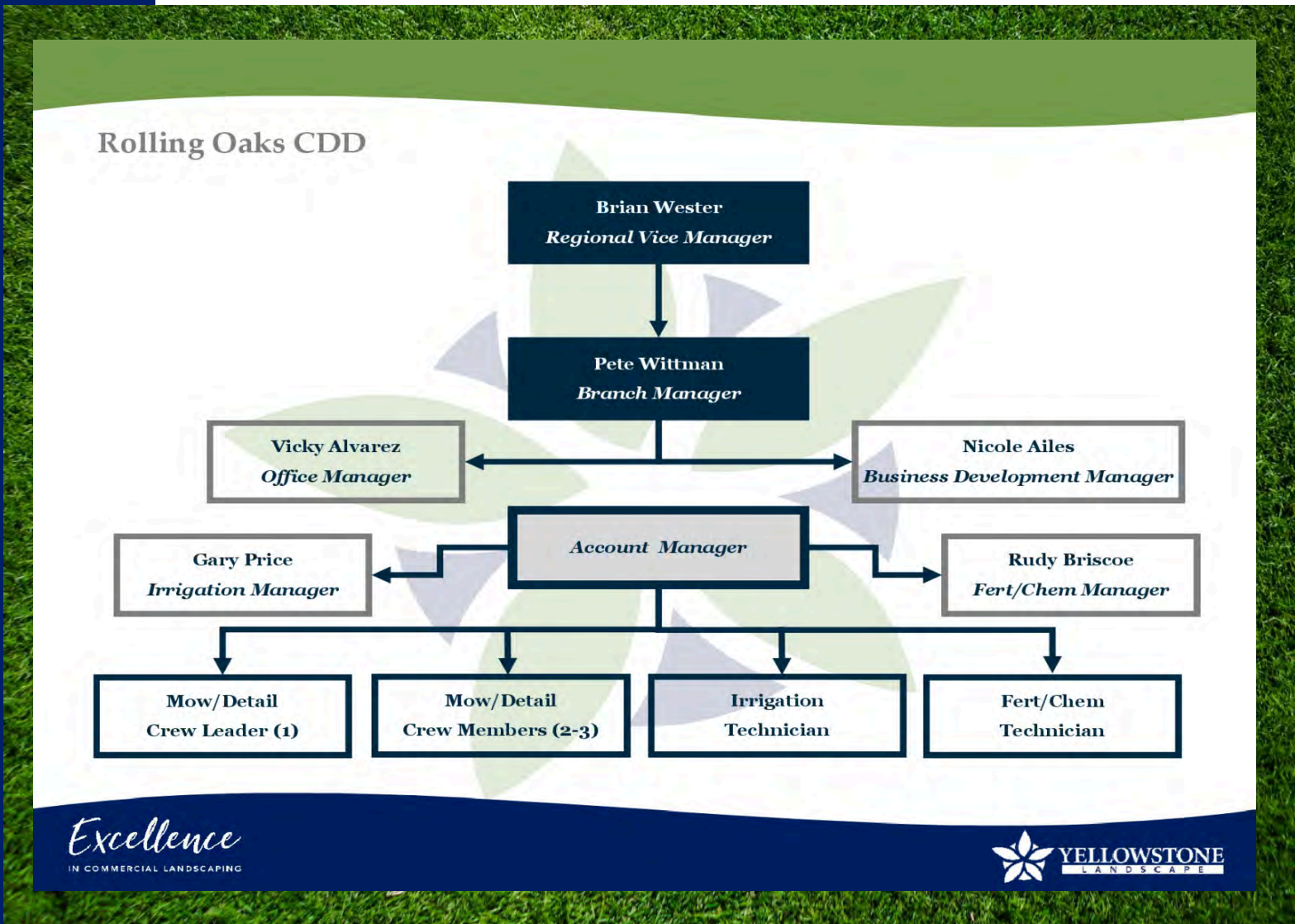
Jim Herth became Yellowstone Landscape's Vice President of Business Development in 2014, after joining the company in 2011 as a Branch Manager. "Coach" Jim is responsible for Yellowstone's industry-leading sales team, a critical component of Yellowstone's superior growth and track record with customers. 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.



# YOUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:



*Excellence*  
IN COMMERCIAL LANDSCAPING



# 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

*Branch Manager*, Yellowstone Landscape – Kissimmee, FL

June 2022 - present

Responsible for landscape maintenance and installation operations, works with all plans and specifications for each project and has extensive knowledge of the budget and service expectations, hires and coordinates landscape management crews, balances the workload and materials needed for each project, maintains up-to-date roster of all personnel and job activities, identifies equipment and resources needed for each project, assures that preventive maintenance is performed on all equipment, and conducts regular inspections of in-progress projects.

*Regional Sales Manager*, Yellowstone Landscape – Austin, TX

2020 – May 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



## Pete Wittman, *Branch Manager*

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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*

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<b>Professional Summary</b>	<p>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.</p>
<b>Education and Certifications</b>	<p>Licensed Spray Technician</p>
<b>Relevant Experience</b>	<p><b>Fert/Chem Manager</b>, 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.</p> <p><b>Spray Technician</b>, ChampionsGate Golf Club- Davenport, FL        2015-2018        Responsible for planning and executing the turf applications.</p> <p><b>Spray Technician</b>, 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.</p>





407.396.0529 tel  
407.396.2023 fax

1773 Business Center Lane  
Kissimmee, FL 34758

[www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

November 7, 2023

Trisha Adams  
Government Management Services  
219 East Livingston  
Orlando, Florida 32801

**Re: Approach to Landscape Maintenance Services for Rolling Oaks Community Development District**

Dear Ms. Adams and Board,

In the following document we will break down our landscape approach to services for Rolling Oaks Community Development District. 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.

1. Project Approach Breakdown
  - a. Mow/Detail Team – During the growing season, a team of 4 crew members, including a crew leader, will service Rolling Oaks CDD two days per week. 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 quality-based company and will always do what is right to create a successful partnership with your team.
    - i. Mowing (St. Augustine, Zoysia, Bermuda, and Bahia- 40-42x/year)
      1. Mowing, edging, string trimming, and blowing off all turf and hardscape areas.
        - a. 40" and 52" standing mowers and 60" riding mowers will be utilized to perform mowing functions.
        - b. String trimming of all signs, obstacles, and extreme 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
    - b. Palm Tree Trimming (1-2x/year)
      - i. All palms on property will be trimmed in accordance with the scope of work.
      - ii. A separate arbor crew will be utilized to trim all palms.
    - c. Pest Control Services (12x/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 monthly following the detailed applications outlined in RFP scope of work.
  - iii. 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.
  - ii. ¼ of the property will be inspected each week.
  - iii. Inspections will include locating/flagging 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.
- e. Account Manager
  - i. Full-time managers 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.
    - 1. 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 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

# Rolling Oaks CDD

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A large, stylized graphic of a flower or leaf cluster, composed of several light green leaf shapes and several purple triangular shapes, arranged in a circular pattern around the word "EXPERIENCE".

**EXPERIENCE**





# Legacy of Leesburg



**LOCATION**

Orlando, Florida

**CLIENT**

Leland Management

**PROPERTY TYPE**

55+ Community Association

**SERVICES PROVIDED**

- Landscape Design
- Landscape Enhancement
- Landscape Maintenance

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

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

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

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

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



# 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.



FEATURED PROJECT

# Creative Village for The City of Orlando



**YELLOWSTONE**  
LANDSCAPE



## LOCATION

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 million 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 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.



# 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.

# References

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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](mailto:ascheerer@gmscfl.com)

Project Name: Westside CDD  
Client Since: 2015  
Services Provided: Landscape Maintenance, Landscape Design & Installation  
Client Contact Information: Andy Hatton, *Project Manager*  
407.841.5524  
[ahatton@gmscfl.com](mailto:ahatton@gmscfl.com)

Project Name: Solterra CDD  
Client Since: 2016  
Services Provided: Landscape Design & Installation, Landscape Maintenance  
Client Contact Information: Larry Krause, *District Manager*  
DPFM Management & Consulting, LLC  
250 International Parkway, Suite 208, Lake Mary, FL 32746  
321.263.0132 ext. 742  
[lkrause@dpfmc.com](mailto:lkrause@dpfmc.com)



# References

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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](mailto: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](mailto:info@myhoasolution.com)

Project Name: NeoCity- Osceola County  
Client Since: 2021  
Services Provided: Landscape Maintenance and Landscape Enhancements  
Client Contact Information: Forrest Osborne, *Mowing & Landscaping Supervisor*  
407.908.1843  
[Forrest.osborne@osceola.org](mailto:Forrest.osborne@osceola.org)



**SCOPE OF WORK/  
MAINTENANCE PLAN**

# The Yellowstone Difference



When it comes to commercial landscape service providers, you have choices. Clients across the country continue to choose Yellowstone Landscape as their landscape service partner year over year for many different reasons.

## ***Are we the right solution for your property?***

Our clients have told us time and time again that what sets Yellowstone apart from other landscape firms is not just the award-winning results that we produce for them. They generally identify three reasons they continue to trust us as their landscape service partner.

***Communicate:*** Our clients are never left wondering. Not knowing leads to frustration, so we confront this issue head on with our systems that put communication first. Clients have a single, dedicated point of contact. We provide regular updates about the services we're providing and we always welcome

lots of feedback. It's our policy to be honest, transparent, and responsive at all times and our objective is complete customer satisfaction.

***Customized Plans for Success:*** Detailed service plans before any work begins. Every property we serve has its own unique needs and challenges. Our experienced staff and integrated approach allow us to find tailored solutions that meet both environmental and budgetary constraints. It's our focus to be as flexible as possible and find the exact right solution for every client.

***Proactivity:*** Bring solutions, don't just respond to problems. Clients should never have to point out something we've overlooked. Our landscape service professionals strive to notice every detail of your property. Procedures, checklists and training all focus on one result — making sure our customers don't have to manage our work.

# Summary of Observations

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To Ms. Adams and Board of Directors,

I want to thank you for taking the time to go through this and thank you again for the opportunity. We understand your needs and we want to address some concerns in the photos listed below.

The following is a summary of our initial observations about the current condition of your landscape. In these pages, we've identified and documented the issues that we've observed in your landscape and noted some of the immediate opportunities for improvement and action steps that we would undertake, should we be awarded the opportunity to become your property's landscape maintenance partner.



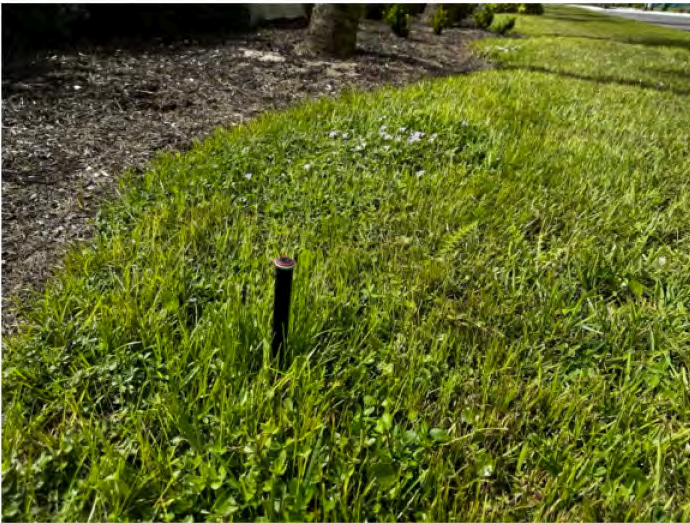


**YELLOWSTONE**  
LANDSCAPE

# Rolling Oaks CDD

Monday, October 30, 2023

Prepared For Governmental Management Services



Item 1

Replace irrigation head in turf that is not retracting properly. This will prevent any potential damage from the mowers.



Item 2

Suggest a proposal to replace missing plants along perimeter wall to fill in empty bed space. Check irrigation for proper plant coverage.



Item 3

Suggest a proposal to remove tree staking kits from trees along right of way. Trees installed over 1 year should have bracing removed to avoid growth restrictions.





Item 4  
Propose to have mulch replenished around tree rings that are bare dirt to provide a more uniform look in the landscape beds.



Item 5  
Prune back palms to provide separation between the different shrub varieties.



Item 6  
Hand pull weeds growing through the landscape beds.



Item 7  
Plants near security gate appear to be wilting. Check irrigation for proper coverage.



Item 8  
Hand pull weeds growing through landscape beds.



Item 9  
Prune back plantings growing over curb-line.



# OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days** of service, as a way for you to measure our team's performance.

## FIRST 30 DAYS

- Meet with Property Manager to review 30 – 60 – 90 Day Plan
- Discuss with Property Manager our “Approach to Services” and “Service Map”
- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, trimming, cutbacks, blowing and edging
- Spend significant amount of time cleaning up the areas that have been neglected (weeding beds and entrance features and detail work)
- Spot treat weeds in turf areas to be reclaimed
- Discuss options for turf areas beyond reclamation
- Continue weed control in planting beds
- Begin bed separation trimming in all planting beds
- Apply fertilizer to struggling shrubs and trees throughout the property
- Begin insect and disease diagnosis on all plant material if applicable
- Discuss removing severely declining plant material
- Prepare proposals for replacing missing and dead shrub material throughout property
- Perform first turf fertilizer application
- Walk Property with Property Manager to identify other areas of concern

## DAYS 30-60

- Walk property with Property Manager to evaluate improvements
- Evaluate our "Approach to Services" and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance – mowing, trimming, blowing and edging
- Continue bed separation in all planting beds
- Retreat turf weeds
- Continue weed control applications throughout property
- Monitor and diagnose insect and disease problems in plant material throughout property and come up with a treatment plan
- Discuss options to improve "curb appeal" in high profile areas



## DAYS 60-90

- Walk property with Property Manager to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans
- Continue irrigation maintenance/inspections
- Continue turf weed applications as needed
- Continue weed control applications throughout property
- Treat any insect or disease issues diagnosed in plants or trees, upon approval
- Continue routine maintenance – mowing, trimming, blowing and edging







### Rolling Oaks CDD- 12 Month Task Calendar

Task	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Visits
<b>Total Visits</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>4</b>	<b>5</b>	<b>4</b>	<b>5</b>	<b>4</b>	<b>5</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>52</b>
<b>Turf</b>													
Mowing (St. Augustine, Zoysia, Bermuda, and Bahia)	2	2	4	4	4	4	5	4	5	4	2	2	42
Hard Edging	2	2	4	4	4	4	5	4	5	4	2	2	42
Soft Edging	1	2	2	2	2	2	2	2	2	2	1	1	21
String Trimming	2	2	4	4	4	4	5	4	5	4	2	2	42
Backpack Blowing	2	2	4	4	4	4	5	4	5	4	2	2	42
Turf Aeration (Bermuda Only)		1			1			1			1		4
Overseeding (Bermuda Only)					1						1		2
<b>Turf Fertilization &amp; Pest Control</b>													
St. Augustine/Zoysia Insecticide	1	1	1	1	1	1	1	1	1	1	1	1	12
St. Augustine/Zoysia Post-Emergent Weeds			1	1	1	1	1	1	1	1		1	9
St. Augustine/Zoysia Pre-Emergent Weeds		1									1		2
St. Augustine/Zoysia Fungicide	1	1	1	1	1	1	1	1	1	1	1	1	12
St. Augustine/Zoysia Fertilization			1	1	1	1	1		1	1			7
Bahia Insecticide (spot treatment ants)	1	1	1	1	1	1	1	1	1	1	1	1	12
Bahia Fertilization			1			1				1			3
Soil Analysis Testing			1										1
<b>Shrubs and Beds</b>													
Pruning or Trimming Monthly	2	1	2	1	2	1	2	1	2	1	2	1	18
Ornamental Grasses (Focal Areas)		1											1
Manual Weed Control	2	1	2	1	2	1	2	1	2	1	2	1	18
Post-Emergent Weed Control	2	1	2	1	2	1	2	1	2	1	2	1	18
Pre-Emergent Weed Control				1									1
Fungicide Application		1		1		1		1		1		1	6
Insecticide Application		1		1		1		1		1		1	6
Shrub Fertilization		1		1		1		1		1			5
<b>Trees</b>													
Tree Pruning up to 12'			1								1		2
Crape Myrtles- Tip Pruned		1											1
Tree Fertilization			1				1				1		3
Seasonal Leaf Removal	1	1	1	1							1	1	6
<b>Palms</b>													
Specimen Date Palm Pruning (Above 12')						1						1	2
Washingtonia Palm Pruning (Above 12')		1						1					2
All Other Palm Pruning (Above 12')								1					1
Palm Pruning (below 12')	2	1	2	1	2	1	2	1	2	1	2	1	18
Palm Fertilization			1				1				1		3
OTC Injections (Specialty Palms Only)			1				1				1		3
<b>Irrigation</b>													
Irrigation Inspection Monthly	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Seasonal Color</b>													
Color Rotation	1			1			1			1			4
Manual Weed Control	2	1	2	1	2	1	2	1	2	1	2	1	18
Dead Heading or Detailing	1			1			1			1			4
Bed Prep	1			1			1			1			4
Insecticide Application	1			1			1			1			4
Fungicide Application	1			1			1			1			4
Fertilization	1			1			1			1			4
<b>Other Items</b>													
Mulch Application (*With Board Approval)										1			1
Trash/Debris Clean-Up	4	4	5	4	5	4	5	4	5	4	4	4	52

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



# CDD DETAIL MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.

**Rolling Oaks CDD**  
Orlando, FL.

Detail Map





## Rolling Oaks CDD

---

A large, stylized graphic of a flower or plant with several green leaves and purple triangular accents, centered on the page.

# FINANCIAL CAPABILITY



386.437.6211 tel  
386.437.5143 fax

3235 North State Street  
PO Box 849  
Bunnell, FL 32110

[www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

October 30, 2023

Trisha Adams  
Governmental Management Services  
219 East Livingston Street  
Orlando, FL 32801

RE: Landscape Grounds Maintenance Services Request for Proposals No. 2024-100

Dear Sir/Madam:

I, Chris Adornetti, a Director in the Yellowstone Landscape corporation, authorize Nicole Ailes to negotiate on our firm's behalf on all services and agreements related to the bid listed as "Rolling Oaks Community Development District".

Please see a copy of our annual report, filed with the Florida Department of Corporations on the following page.

Sincerely,

Chris Adornetti  
Controller  
Yellowstone Landscape

**2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L05000035212

**Entity Name:** YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC

**Current Principal Place of Business:**

3235 NORTH STATE STREET  
P O BOX 849  
BUNNELL, FL 32110

**FILED**  
**Mar 16, 2023**  
**Secretary of State**  
**0545652009CC**

**Current Mailing Address:**

3235 NORTH STATE STREET  
P O BOX 849  
BUNNELL, FL 32110 US

**FEI Number:** 20-2993503

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title           MANAGER  
Name            PORTLAND, TIMOTHY  
Address         P.O. BOX 849  
City-State-Zip: BUNNELL FL 32110

Title            MANAGER  
Name            ADORNETTI, CHRISTOPHER  
Address         P O BOX 849  
City-State-Zip: BUNNELL FL 32110

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: CHRISTOPHER ADORNETTI

SECRETARY

03/16/2023

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date



# 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 in 2008, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since its founding, members of our firm have been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services, athletic field management, snow and ice management, and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 5000 clients from over 50 local branch operations facilities across 15 states across the country. Yellowstone Landscape is presently the largest, privately-owned landscape and snow and ice management company in North America.

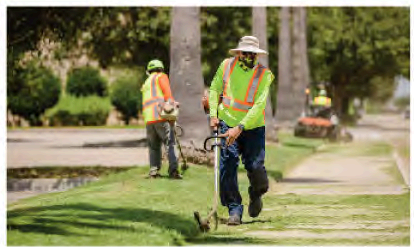
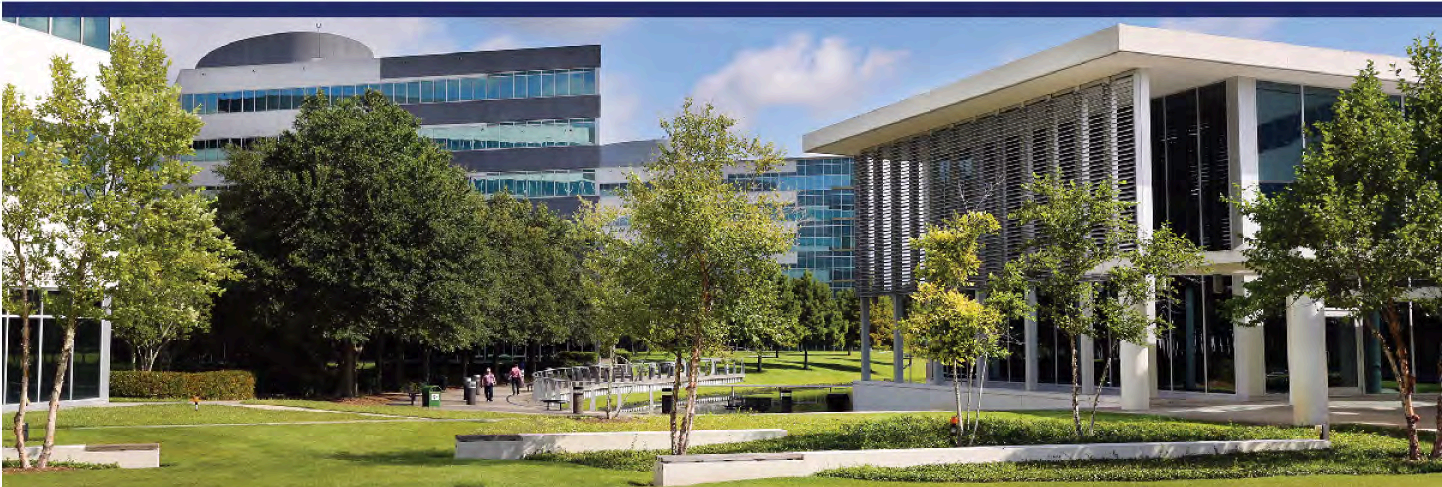
We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded \$446,000,000 in 2021. We also attest that we operate 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.



# 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, Inc.  
**Headquarters Address:** 3235 N State St, Bunnell, FL 32110  
**FEI/EIN Number:** 80-0144209  
**DUNS Number:** 021165757  
**Incorporation Date:** 01.28.2008 (Delaware)

### SERVICES OFFERED



Landscape Maintenance



Landscape Enhancements



Landscape Installation



Commercial Tree Care



Irrigation & Water Management



Snow & Ice Management



**BRUCE VICKERS, TAX COLLECTOR**

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

**ACCOUNT NO.**

**112799**

**EXPIRATION**

**SEPTEMBER 30, 2024**

**2024**

**BUSINESS TYPE:**

**6340 IRRIGATION CONTR (BLDG DEPT)**

**BUSINESS:**

**Yellowstone Landscape-Southeast, LLC**

**Contact: Dolores Mew**

**1773 Business Center Ln.**

**Kissimmee, FL 34758**

**SCC131151484 (Jared Allan Berryman)**

**07/20/2023**

**Oper N/A**

**Till Internet**

**Paid 0.00**

**Rcpt.#022930**

**Location:**

**OSCEOLA COUNTY**

**119295**

**TRANSFER**

**0.00**

**ORIGINAL TAX**

**0.00**

**AMOUNT**

**0.00**

**PENALTY**

**0.00**

**COLLECTION COST**

**0.00**

**TOTAL**

**0.00**

**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**

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

**ACCOUNT NO.**

**112799**

**EXPIRATION**

**SEPTEMBER 30, 2024**

**2024**

**BUSINESS TYPE:**  
6190 HANDYMAN/CARPENTER"SUB CONTRACTOR ONLY"(BLDG DEPT)

**BUSINESS:**

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

**07/20/2023**  
Oper N/A  
Till Internet  
Paid 0.00  
Rcpt.#022930

**Location:**  
**OSCEOLA COUNTY**

<b>117589</b>	
<b>TRANSFER</b>	<b>0.00</b>
<b>ORIGINAL TAX</b>	<b>0.00</b>
<b>AMOUNT</b>	<b>0.00</b>
<b>PENALTY</b>	<b>0.00</b>
<b>COLLECTION COST</b>	<b>0.00</b>
<b>TOTAL</b>	<b>0.00</b>

**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.

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**BRUCE VICKERS, TAX COLLECTOR**

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

**ACCOUNT NO.**

**112799**

**EXPIRATION**

**SEPTEMBER 30, 2024**

**2024**

**BUSINESS TYPE:**  
4190 LAWN CARE/LANDSCAPE

**BUSINESS:**

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

GV35255-1

07/20/2023  
Oper N/A  
Till Internet  
Paid 30.00  
Rcpt.#022930

**Location:**  
OSCEOLA COUNTY

4190-81855	
TRANSFER	0.00
ORIGINAL TAX	30.00
AMOUNT	0.00
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	30.00



**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.

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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.

# Sample Certificate of Insurance



**YELLOWSTONE**  
LANDSCAPE



## CERTIFICATE OF LIABILITY INSURANCE

4/1/2024

DATE (MM/DD/YYYY)

3/21/2023

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).

<b>PRODUCER</b> Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):															
<b>INSURED</b> 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER B : ACE Property and Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Safety National Casualty Corporation	15105	INSURER B : ACE Property and Casualty Insurance Company	20699	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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INSURER B : ACE Property and Casualty Insurance Company	20699																
INSURER C :																	
INSURER D :																	
INSURER E :																	
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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide & Herbicide <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL6676218	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	N	XOOG72569647 002	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LDS4066360	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>EXAMPLE</b>	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)

The ACORD name and logo are registered marks of ACORD

# 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  
RKL 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



## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                  Yellowstone Landscape - Southeast, LLC</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC     <input type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>C</u></p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.                  3235 North State Street</p> <p><b>6</b> City, state, and ZIP code                  Bunnell, FL 32110</p>	<p>Requester's name and address (optional)</p>
	<p><b>7</b> List account number(s) here (optional)</p>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
2	0		-	2	9	9	3	5	0	3

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





State of



Florida

Department of Agriculture and Consumer Services  
Bureau of Licensing and Enforcement

**CERTIFIED PEST CONTROL OPERATOR**

Number: JF190298

LONDON TYLER PYLE

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

*General Household Pest and Rodent Control, Lawn and Ornamental*

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

*In Testimony Whereof, Witness this signature at Tallahassee, Florida on October 16, 2018*

*Sarah R. Oglesby*

*Chief, Bureau of Licensing and Enforcement*

Adam H. Putnam  
Commissioner of Agriculture



FDACS 13618. 06/01



# 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



ANSI National Accreditation Board  
ACCREDITED  
ISO/IEC 17024  
PERSONNEL CERTIFICATION  
BODY  
#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**

Date Expires

**110**

FDOT Provider #

**Michael T. Hernandez**

Instructor

**62851**

Certificate #



IOA Risk Services  
1855 W State Rd 434  
Longwood, FL 32750  
[www.safetylinks.net](http://www.safetylinks.net)  
[ghansen@safetylinks.net](mailto:ghansen@safetylinks.net)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate  
[www.motadmin.com](http://www.motadmin.com)

# Rolling Oaks CDD

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A large, stylized graphic of a flower or plant with several green leaves and purple triangular accents. The text "PRICING FORMS" is centered over this graphic.

## PRICING FORMS



## EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY

### Contractor:

<u>Material</u>	<u>Description</u>	<u>Price</u>
<b>Mulch</b>	Price/yard installed for quantities <u>over</u> 100 cubic yards Cocoa Brown	\$ 55.00
	Price/yard installed for quantities <u>under</u> 100 cubic yards Cocoa Brown	\$ 75.00
	Price per 3 cubic foot bag of Mulch Cocoa Brown	\$ 9.00
<b>Hard Materials</b>	Price per bag for Seminole Chips	\$ 75.00/.50 cu ft
	Price per ton for Seminole Chips	\$ 500.00
	Price per ton for 3"-5" River Jack	\$ 500.00
<b>Seasonal Color</b>	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$ 2.50
	Bed preparation and installation per 1 gallon pot	\$ 8.00
	Supply and install 8" to 10" hanging basket	\$ 75.00 with plant
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$ 125.00
<b>Sod (St. Augustine)</b>	<i>Turf reparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	\$ 1.50
	Square foot price for quantities between 1,000 and 3,000 square feet	\$ 1.30
	Square foot price for quantities between 3,000 and 10,000 square feet	\$ 1.20
	Square foot for price quantities greater than 10,000 square feet	\$ 1.20
<b>Irrigation</b>	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	\$ 75.00
	Irrigation Laborer per hour	\$ 75.00
	PVC parts	List less <u>48%</u>

	Non PVC parts	List less <u>48%</u>
	Valves, Clocks and any part over \$300.00	List less <u>48%</u>
<b>General Labor</b>	Foreman per hour	\$ 65.00
	Labor per hour	\$ 65.00
<b>Arbor Care</b>	Production day (8 hour) Truck, Chipper, 3 man crew	\$ 3,500.00
<b>Miscellaneous</b>	Bush hogging per acre @	\$ 250.00

**The per unit cost for installation of various sizes and quantities of plant material is listed below:**

4 inch Groundcover:	< 50 plants	\$ 4.50
	50 - 100 plants	\$ 4.50
	100 - 250 plants	\$ 4.50
	> 250 plants	\$ 4.50
1-gallon Plant Material:	< 50 plants	\$ 8.00
	50 – 100 plants	\$ 8.00
	100 – 250 plants	\$ 8.00
	> 250 plants	\$ 8.00
3-gallon Plant Material:	< 50 plants	\$ 18.00
	50 – 100 plants	\$ 18.00
	100 – 250 plants	\$ 18.00
	> 250 plants	\$ 18.00
7-gallon Plant Material:	< 50 plants	\$ 60.00
	50 – 100 plants	\$ 60.00
	100 – 250 plants	\$ 60.00
	> 250 plants	\$ 60.00
15-gallon Plant Material:	< 25 plants	\$195.00
	25 – 50 plants	\$195.00
	50 – 100 plants	\$195.00

30-gallon Plant Material:

> 100 plants      \$ 195.00

< 25 plants      \$ 435.00

25 – 50 plants      \$ 435.00

> 50 plants      \$ 435.00

45-gallon Plant Material:

< 25 plants      \$ 750.00

25 – 50 plants      \$ 750.00

> 50 plants      \$ 750.00

65-gallon Plant Material:

< 25 plants      \$ 1,050.00

25 – 50 plants      \$ 1,050.00

> 50 plants      \$ 1,050.00

AFFIDAVIT OF NON-COLLUSION

STATE OF Florida  
COUNTY OF Orange

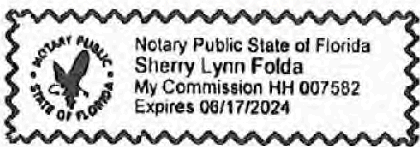
I Nicole Ailes, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Business Development Manager in the firm of Yellowstone Landscape- Southeast LLC, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 7 day of November, 2023.

Nicole Ailes  
Signature by authorized representative of Proposer

State of Florida  
County of Orange

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2023, by Nicole Ailes, of the Yellowstone Landscape who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.



Sherry Lynn Folda  
Signature of Notary taking acknowledgment



**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape maintenance services has been submitted on this 8 day of November 2023, 2023 by Yellowstone Landscape- Southeast LLC [company] whose business address is 1773 Business Center Lane, Kissimmee, FL 34758, telephone number is 407-396-0529, and electronic mail address is nailes@yellowstonelandscape.com

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Owners consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Owners.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. 1 dated 11/6/23

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Nicole Ailes  
Signature by authorized representative of Proposer

County of Orange

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2023, by Nicole Ailes, of the Yellowstone Landscape, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.



Sherry Lynn Folda  
Signature of Notary taking acknowledgment

**Rolling Oaks Community Development District  
Request for Proposals No. 2024-100  
Addendum #1  
November 6, 2023**

- Q: The price form bid sheet includes Reunion East CDD, are we to ignore this property for this RFP?
- A: Only the price sheet for Rolling Oaks CDD (the District) should be completed and submitted. In an effort to avoid confusion, a revised bid sheet with the Reunion East CDD sheet deleted from the price sheet will be circulated November 6, 2023 as part of Addendum #1.
- Q: The Rolling Oaks CDD price sheet does not have any quantities; I assume we will provide this information?
- A: Yes, bidders should estimate quantities. Furthermore, bidders should provide the estimated quantities where requested as part of the bid sheet submitted such as for bed dressing.
- Q: What are the frequency requirements for pond mowing?
- A: Please refer to Schedule A General Services Turf Maintenance for frequency of mowing.
- Q: We noticed the pond mowing budget significantly decreased from the previous year; can you speak to this?
- A: The pond mowing line item has been and will be aggregated with the landscape maintenance line item.
- Q: When will mulch usually be installed?
- A: Mulch will usually be installed in the Fall, but per the proposed Scope of Services, the District must approve the proposal for mulch application prior to the installation of bed dressing.
- Q: There are different types of mulch currently installed. Please clarify the type of mulch to bid.
- A: Proposers should bid cocoa brown mulch. Pine bark mulch is being phased out and will not be installed in the future.
- Q: Are there maps available for irrigation controllers and zones?
- A: An irrigation map will be circulated November 6, 2023. A link to irrigation plans via dropbox is circulated below on November 6, 2023.  
<https://www.dropbox.com/scl/fo/b8974p5dvrvbfxqlxzj57/h?rlkey=3qdwmwt2u3z3m2kh3gwn6suey&dl=0>



- Q: If we are reading correctly, the approved budget for 2024 landscape maintenance contract including pond 4 is \$185,088. Given the post-Covid inflation and labor cost increases, combined with the high levels of service requested in the RFP for the high profile CDD landscapes within Margaritaville, does the District feel this is a realistic budget?
- A: The District understands that proposals in excess of the fiscal year 2024 budgeted amount for landscape maintenance and lawn mowing may be received.
- Q: Is the District prepared for an increase above this budget to honor the clearly defined scope of work requested? If not, will the District allow for suggested reductions of scope to meet the approved 2024 budget?
- A: The District plans to select a service provider based on the selection criteria in the Project Manual. The selected vendor will then enter into an agreement with the District based on mutually agreeable terms including the Scope of Service and annual cost. Proposers should bid on the project based on the proposed Scope of Service within the Project Manual.
- Q: Was the previous contractor and budget based on the same scope of work outlined in this RFP, or is this an increase in scope?
- A: The current landscape agreements are based on a different scope of services when compared to the Project Manual and proposed Scope of Service.
- Q: Is the District expecting a 52-week presence on property? The 3-week detail rotation in the RFP seems to imply that.
- A: The District's expectation is to provide a proposal in accordance with the proposed Scope of Service included in the Project Manual, including the detail of the property once every three weeks with high traffic and focal areas getting weekly attention.
- Q: Since many of the landscape areas along the CDD boulevards are only shrub beds and detail work, requested to be done in a 3-section rotation, does the District want 100% of sidewalks, curbs, and islands blown off each week if no work is to be done in those areas? The RFP does mention policing the whole site. Blowing all areas each week is a significant scope of work but is not clearly defined in the RFP. Is there any other staff or vendor blowing off these areas, or does the District expect the landscaper to do it weekly?
- A: Work not included with the Scope of Service should not be included in vendor proposals. The Scope of Service does require the removal of clippings and unwanted vegetation with each service and keeping District areas clear of debris.
- Q: We suspect so, but please confirm the Bahia Turf areas outside wall to sidewalk along Formosa Gardens Blvd and Funie Steed Rd are to be serviced per Bahia mow frequency listed in the RFP. Do we need to weed-eat along wall each cycle?
- A: The area outside of the wall along Formosa Gardens and Funie Steed are maintained by the HOA.
- Q: Please confirm the 2.77 miles of lakefront in pond 4 is to be mowed and weed-eated to waters edge each of the requested 40-42 Bahia mow cycles.

- A: Vendors are responsible to take their own measurement as the District does not have a specific acreage for this area. The specifications for Bahia mowing are included in the proposed Scope of Service.
- Q: Does the District believe 40-42 mow cycles for Bahia, especially when not irrigated, is needed?
- A: Bahia should be mowed per the Scope of Service: weekly during the growing season and bi-weekly during the non-growing season.
- Q: OTC injections and root drenching of the many date palms in the District is a significant cost. Does the District want all bidders to include this cost per the RFP? Is this a possible space where we can offer an add/alt item versus including in the scope pricing spreadsheet?
- A: Proposers should provide a proposal per the proposed Scope of Services provided in the project Manual.
- Q: Please confirm the District wants the multiple trimmings of palms scheduled in the RFP, versus one trimming per year for all palms.
- A: Proposers should provide a proposal per the Scope of Services provided in the project Manual.
- Q: The crushed shell or rock in many of the beds is covered in small dust/debris. Does the District expect these areas to be free of dust/debris throughout the new contract term? The RFP implies “debris free condition for the entire life of the contract”.
- A: The District is reasonable and does not necessarily consider small dust to be debris. That being said, per the Project Manual the site is accepted in an *as is* condition and vendors are responsible to maintain the project per the Scope of Service that will be mutually agreed upon in the landscape service agreement.
- Q: Year 1 mulch installation will likely require more cubic yards than a typical budget year over year. Can bidders include in our pricing an on-going budget as well as additional mulch required for year 1 due to current lack of mulch in many beds?
- A: Bidders should include the quantity of cocoa brown mulch per the instruction in the bid sheet and the unit price requests.
- Q: The RFP states the contractor is to include irrigation maintenance costing for “a completely operational irrigation system.” Can the District confirm the current state of the irrigation system?
- A: Although there is a pending repair for one irrigation controller, this repair will be facilitated soon. The irrigation system is an operating irrigation system.
- Q: Please confirm whether there are any areas of annuals within the District.
- A: There are no annuals at this time.





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---

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# SECTION V

# SECTION VI

# **REBATE REPORT**

**\$15,640,000**

**Rolling Oaks Community Development District**

**(Osceola County, Florida)**

**Special Assessment Bonds, Series 2016**

**Dated: December 15, 2016**  
**Delivered: December 15, 2016**

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**Rebate Report to the Computation Date**  
**October 31, 2026**  
**Reflecting Activity Through**  
**September 30, 2023**



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**AMTEC**



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# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

[www.amteccorp.com](http://www.amteccorp.com)

November 7, 2023

Rolling Oaks Community Development District  
c/o Ms. Katie Costa  
Director of Operations – Accounting Division  
Government Management Services – CF, LLC  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Re: \$15,640,000 Rolling Oaks Community Development District, (Osceola County, Florida),  
Special Assessment Bonds, Series 2016

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of Rolling Oaks Community Development District (the "District").

The scope of our engagement consisted of preparing computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report as of October 31, 2024. Thank you for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Trong M. Tran  
Assistant Vice President

## SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the October 31, 2026 Computation Date  
Reflecting Activity from December 15, 2016 through September 30, 2023

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Project Fund	0.633969%	70,084.52	(986,251.87)
Capitalized Interest Fund	0.575644%	3,020.05	(47,483.84)
Debt Service Reserve Fund	1.456271%	112,673.42	(493,002.61)
Cost of Issuance Fund	1.857924%	425.32	(1,547.87)
<b>Totals</b>	<b>0.957249%</b>	<b>\$186,203.31</b>	<b>\$(1,528,286.19)</b>
<b>Bond Yield</b>	<b>5.873550%</b>		
Rebate Computation Credits			(15,282.80)
<b>Net Rebatable Arbitrage</b>			<b>\$(1,543,568.99)</b>

**Based upon our computations, no rebate liability exists.**

# **SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS**

## **COMPUTATIONAL INFORMATION**

1. For the purpose of computing Rebatale Arbitrage, investment activity is reflected from December 15, 2016, the date of the closing, through September 30, 2023, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of October 31, 2026.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between December 15, 2016 and September 30, 2023, the District made periodic payments into the Principal and Interest Accounts that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Principal and Interest Accounts and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

## **DEFINITIONS**

### **6. Computation Date**

October 31, 2026.

### **7. Computation Period**

The period beginning on December 15, 2016, the date of the closing, and ending on September 30, 2023.

### **8. Bond Year**

Each one-year period (or shorter period from the date of issue) that ends at the close of business on October 31<sup>st</sup>, the day in the calendar year that was selected by the Issuer, or the final redemption date of the Bonds.



**9. Bond Yield**

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

**10. Taxable Investment Yield**

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

**11. Issue Price**

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds was sold.

**12. Rebatable Arbitrage**

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

**13. Funds and Accounts**

The Funds and Accounts activity used in the compilation of this Report was received from the District and Regions Bank, Trustee, as follows:

<b>Fund / Account</b>	<b>Account Number</b>
Project	3380008381
Capitalized Interest	3380008372
Debt Service Reserve	3380008354
Cost of Issuance	3380008363
Revenue	3380008390
Principal	3380008407
Sinking	3380008425
Interest	3380008416

## **METHODOLOGY**

### **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebateable Arbitrage, as of September 30, 2023, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to October 31, 2026. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on October 31, 2026, is the Rebateable Arbitrage.

**\$15,640,000**  
**Rolling Oaks Community Development District**  
**(Osceola County, Florida)**  
**Special Assessment Bonds, Series 2016**  
**Delivered: December 15, 2016**

<b>Sources of Funds</b>
-------------------------

<b>Par Amount</b>	<b>\$15,640,000.00</b>
<b>Total</b>	<b>\$15,640,000.00</b>

<b>Uses of Funds</b>
----------------------

<b>Project Fund</b>	<b>\$13,240,079.92</b>
<b>Capitalized Interest Fund</b>	<b>790,663.82</b>
<b>Debt Service Reserve Fund</b>	<b>1,124,706.26</b>
<b>Costs of Issuance Account</b>	<b>171,750.00</b>
<b>Underwriter's Discount</b>	<b>312,800.00</b>
<b>Total</b>	<b>\$15,640,000.00</b>

## PROOF OF ARBITRAGE YIELD

\$15,640,000  
 Rolling Oaks Community Development District  
 (Osceola County, Florida)  
 Special Assessment Bonds, Series 2016

Date	Debt Service	Present Value to 12/16/2016 @ 5.8735495746%
05/01/2017	337,783.59	330,529.81
11/01/2017	450,378.13	428,133.11
05/01/2018	450,378.13	415,918.52
11/01/2018	670,378.13	601,423.30
05/01/2019	445,428.13	388,210.69
11/01/2019	675,428.13	571,871.49
05/01/2020	440,253.13	362,118.90
11/01/2020	680,253.13	543,561.56
05/01/2021	434,853.13	337,559.42
11/01/2021	689,853.13	520,227.98
05/01/2022	429,115.63	314,369.82
11/01/2022	694,115.63	494,000.95
05/01/2023	423,153.13	292,565.40
11/01/2023	698,153.13	468,927.32
05/01/2024	415,934.38	271,399.54
11/01/2024	705,934.38	447,484.57
05/01/2025	408,321.88	251,446.63
11/01/2025	713,321.88	426,734.90
05/01/2026	400,315.63	232,650.83
11/01/2026	720,315.63	406,681.43
05/01/2027	391,915.63	214,957.96
11/01/2027	731,915.63	389,988.15
05/01/2028	382,990.63	198,247.62
11/01/2028	737,990.63	371,107.83
05/01/2029	373,671.88	182,544.66
11/01/2029	748,671.88	355,303.66
05/01/2030	362,656.25	167,198.65
11/01/2030	757,656.25	339,343.28
05/01/2031	351,053.13	152,745.82
11/01/2031	771,053.13	325,919.42
05/01/2032	338,715.63	139,088.31
11/01/2032	783,715.63	312,639.13
05/01/2033	325,643.75	126,199.32
11/01/2033	795,643.75	299,545.20
05/01/2034	311,837.50	114,051.63
11/01/2034	811,837.50	288,450.77
05/01/2035	297,150.00	102,567.03
11/01/2035	827,150.00	277,361.23
05/01/2036	281,581.25	91,726.46
11/01/2036	841,581.25	266,327.75
05/01/2037	265,131.25	81,509.97
11/01/2037	855,131.25	255,394.79
05/01/2038	247,800.00	71,896.87
11/01/2038	872,800.00	246,010.07
05/01/2039	229,050.00	62,718.82
11/01/2039	894,050.00	237,825.73
05/01/2040	209,100.00	54,035.67
11/01/2040	914,100.00	229,482.53
05/01/2041	187,950.00	45,838.21
11/01/2041	932,950.00	221,041.17
05/01/2042	165,600.00	38,115.76
11/01/2042	955,600.00	213,673.09
05/01/2043	141,900.00	30,823.75
11/01/2043	981,900.00	207,204.81
05/01/2044	116,700.00	23,923.95
11/01/2044	1,006,700.00	200,489.45
05/01/2045	90,000.00	17,412.59
11/01/2045	1,030,000.00	193,592.07



## PROOF OF ARBITRAGE YIELD

\$15,640,000  
 Rolling Oaks Community Development District  
 (Osceola County, Florida)  
 Special Assessment Bonds, Series 2016

Date	Debt Service	Present Value to 12/16/2016 @ 5.8735495746%
05/01/2046	61,800.00	11,284.13
11/01/2046	1,061,800.00	188,344.07
05/01/2047	31,800.00	5,479.81
11/01/2047	1,091,800.00	182,772.65
	34,451,761.86	15,640,000.00

Proceeds Summary

Delivery date	12/16/2016
Par Value	15,640,000.00
Target for yield calculation	15,640,000.00

## BOND DEBT SERVICE

\$15,640,000

Rolling Oaks Community Development District  
(Osceola County, Florida)  
Special Assessment Bonds, Series 2016

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
12/16/2016				
05/01/2017		337,783.59	337,783.59	
11/01/2017		450,378.13	450,378.13	788,161.72
05/01/2018		450,378.13	450,378.13	
11/01/2018	220,000	450,378.13	670,378.13	1,120,756.26
05/01/2019		445,428.13	445,428.13	
11/01/2019	230,000	445,428.13	675,428.13	1,120,856.26
05/01/2020		440,253.13	440,253.13	
11/01/2020	240,000	440,253.13	680,253.13	1,120,506.26
05/01/2021		434,853.13	434,853.13	
11/01/2021	255,000	434,853.13	689,853.13	1,124,706.26
05/01/2022		429,115.63	429,115.63	
11/01/2022	265,000	429,115.63	694,115.63	1,123,231.26
05/01/2023		423,153.13	423,153.13	
11/01/2023	275,000	423,153.13	698,153.13	1,121,306.26
05/01/2024		415,934.38	415,934.38	
11/01/2024	290,000	415,934.38	705,934.38	1,121,868.76
05/01/2025		408,321.88	408,321.88	
11/01/2025	305,000	408,321.88	713,321.88	1,121,643.76
05/01/2026		400,315.63	400,315.63	
11/01/2026	320,000	400,315.63	720,315.63	1,120,631.26
05/01/2027		391,915.63	391,915.63	
11/01/2027	340,000	391,915.63	731,915.63	1,123,831.26
05/01/2028		382,990.63	382,990.63	
11/01/2028	355,000	382,990.63	737,990.63	1,120,981.26
05/01/2029		373,671.88	373,671.88	
11/01/2029	375,000	373,671.88	748,671.88	1,122,343.76
05/01/2030		362,656.25	362,656.25	
11/01/2030	395,000	362,656.25	757,656.25	1,120,312.50
05/01/2031		351,053.13	351,053.13	
11/01/2031	420,000	351,053.13	771,053.13	1,122,106.26
05/01/2032		338,715.63	338,715.63	
11/01/2032	445,000	338,715.63	783,715.63	1,122,431.26
05/01/2033		325,643.75	325,643.75	
11/01/2033	470,000	325,643.75	795,643.75	1,121,287.50
05/01/2034		311,837.50	311,837.50	
11/01/2034	500,000	311,837.50	811,837.50	1,123,675.00
05/01/2035		297,150.00	297,150.00	
11/01/2035	530,000	297,150.00	827,150.00	1,124,300.00
05/01/2036		281,581.25	281,581.25	
11/01/2036	560,000	281,581.25	841,581.25	1,123,162.50
05/01/2037		265,131.25	265,131.25	
11/01/2037	590,000	265,131.25	855,131.25	1,120,262.50
05/01/2038		247,800.00	247,800.00	
11/01/2038	625,000	247,800.00	872,800.00	1,120,600.00
05/01/2039		229,050.00	229,050.00	
11/01/2039	665,000	229,050.00	894,050.00	1,123,100.00
05/01/2040		209,100.00	209,100.00	
11/01/2040	705,000	209,100.00	914,100.00	1,123,200.00
05/01/2041		187,950.00	187,950.00	
11/01/2041	745,000	187,950.00	932,950.00	1,120,900.00
05/01/2042		165,600.00	165,600.00	
11/01/2042	790,000	165,600.00	955,600.00	1,121,200.00
05/01/2043		141,900.00	141,900.00	
11/01/2043	840,000	141,900.00	981,900.00	1,123,800.00
05/01/2044		116,700.00	116,700.00	
11/01/2044	890,000	116,700.00	1,006,700.00	1,123,400.00
05/01/2045		90,000.00	90,000.00	
11/01/2045	940,000	90,000.00	1,030,000.00	1,120,000.00

## BOND DEBT SERVICE

\$15,640,000

Rolling Oaks Community Development District  
(Osceola County, Florida)

Special Assessment Bonds, Series 2016

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
05/01/2046		61,800.00	61,800.00	
11/01/2046	1,000,000	61,800.00	1,061,800.00	1,123,600.00
05/01/2047		31,800.00	31,800.00	
11/01/2047	1,060,000	31,800.00	1,091,800.00	1,123,600.00
	15,640,000	18,811,761.86	34,451,761.86	34,451,761.86

\$15,640,000  
Rolling Oaks Community Development District  
(Osceola County, Florida)  
Special Assessment Bonds, Series 2016  
Project Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.873550%)
12/15/16	Beg Bal	-13,240,079.92	-23,454,649.11
07/11/17		3,500.00	5,998.19
10/10/17		13,193,249.89	22,288,886.67
05/01/18		-10,455.68	-17,102.19
10/24/18		-9,373.03	-14,910.69
02/05/19		132,674.32	207,659.19
04/30/19		-9,373.03	-14,471.32
10/29/19		-15,315.14	-22,974.63
04/16/20		-9,228.11	-13,476.51
08/07/20		34,201.31	49,063.18
10/14/20		-1,213.57	-1,722.26
04/15/21		-55.80	-76.92
10/22/21		-56.70	-75.84
04/20/22		-67.03	-87.13
10/21/22		-4,740.48	-5,985.29
09/30/23	MMkt Bal	6,390.03	7,639.96
09/30/23	MMkt Acc	27.46	32.83
-----			
10/31/26	TOTALS:	70,084.52	-986,251.87
-----			

ISSUE DATE:	12/15/16	REBATABLE ARBITRAGE:	-986,251.87
COMP DATE:	10/31/26	NET INCOME:	70,084.52
BOND YIELD:	5.873550%	TAX INV YIELD:	0.633969%



\$15,640,000  
 Rolling Oaks Community Development District  
 (Osceola County, Florida)  
 Special Assessment Bonds, Series 2016  
 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.873550%)
12/15/16	Beg Bal	-790,663.82	-1,400,651.85
05/01/17		340,285.69	589,772.16
11/01/17		450,378.13	758,310.93
11/01/17		3,020.05	5,084.92
-----			
10/31/26	TOTALS:	3,020.05	-47,483.84
-----			

ISSUE DATE:	12/15/16	REBATABLE ARBITRAGE:	-47,483.84
COMP DATE:	10/31/26	NET INCOME:	3,020.05
BOND YIELD:	5.873550%	TAX INV YIELD:	0.575644%

\$15,640,000  
Rolling Oaks Community Development District  
(Osceola County, Florida)  
Special Assessment Bonds, Series 2016  
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.873550%)
12/15/16	Beg Bal	-1,124,706.26	-1,992,404.19
05/01/18		10,455.68	17,102.19
10/24/18		9,373.03	14,910.69
04/30/19		9,373.03	14,471.32
10/29/19		15,315.14	22,974.63
04/16/20		9,228.11	13,476.51
10/14/20		1,213.57	1,722.26
04/15/21		55.80	76.92
10/22/21		56.70	75.84
04/20/22		67.03	87.13
10/21/22		4,740.48	5,985.29
03/30/23		19,674.28	24,213.51
09/30/23	MMkt Bal	1,152,872.88	1,378,382.32
09/30/23	MMkt Acc	4,953.95	5,922.97
-----			
10/31/26	TOTALS:	112,673.42	-493,002.61
-----			

ISSUE DATE:	12/15/16	REBATABLE ARBITRAGE:	-493,002.61
COMP DATE:	10/31/26	NET INCOME:	112,673.42
BOND YIELD:	5.873550%	TAX INV YIELD:	1.456271%

\$15,640,000  
Rolling Oaks Community Development District  
(Osceola County, Florida)  
Special Assessment Bonds, Series 2016  
Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.873550%)
12/15/16	Beg Bal	-171,750.00	-304,253.15
12/15/16		25,500.00	45,172.96
12/15/16		5,000.00	8,857.44
12/15/16		12,500.00	22,143.61
12/15/16		40,000.00	70,859.54
12/15/16		55,000.00	97,431.87
12/29/16		1,250.00	2,209.38
01/17/17		5,000.00	8,811.98
02/01/17		20,000.00	35,168.66
03/24/17		-10,000.00	-17,435.10
06/09/17		319.65	550.63
03/31/18		17,562.95	28,866.36
10/24/18		42.60	67.77
02/05/19		0.12	0.19
-----			
10/31/26	TOTALS:	425.32	-1,547.87
-----			

ISSUE DATE:	12/15/16	REBATABLE ARBITRAGE:	-1,547.87
COMP DATE:	10/31/26	NET INCOME:	425.32
BOND YIELD:	5.873550%	TAX INV YIELD:	1.857924%

\$15,640,000  
Rolling Oaks Community Development District  
(Osceola County, Florida)  
Special Assessment Bonds, Series 2016  
Rebate Computation Credits

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.873550%)
10/31/17		-1,670.00	-2,811.81
10/31/18		-1,700.00	-2,701.33
10/31/19		-1,730.00	-2,594.38
10/31/20		-1,760.00	-2,490.92
10/31/21		-1,780.00	-2,377.53
10/31/22		-1,830.00	-2,306.83
-----			
10/31/26	TOTALS:	-10,470.00	-15,282.80
-----			

ISSUE DATE: 12/15/16      REBATABLE ARBITRAGE: -15,282.80  
COMP DATE: 10/31/26  
BOND YIELD: 5.873550%



# SECTION VII



# KATRINA S. SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

## Rolling Oaks CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Rolling Oaks CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2024** and shall run until **December 31, 2024**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER

Rolling Oaks CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: Katrina S. Scarborough

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please returned signed **original copy**, no later than **January 31, 2024**

2505 E IRLO BRONSON MEMORIAL HWY  
KISSIMMEE, FL 34744  
(407) 742-5000

INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG