

PROJECT MANUAL

FOR

*LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES*

FOR

***BARTRAM SPRINGS
COMMUNITY DEVELOPMENT DISTRICT***

December 2023

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1. Request for Proposals

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
Duval County, Florida**

Notice is hereby given that the Bartram Springs Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to Sarah Sweeting at ssweeting@gmsnf.com.

There will be an **optional pre-proposal on-site meeting** on December 13, 2023 at 1:00 p.m. (EST) at Bartram Springs Amenity Center, 14530 Cherry Lake Drive East, Jacksonville, Florida 32258. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape and irrigation maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than January 4, 2024 at 10:00 a.m. (EST) at Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Attention: Jim Oliver. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear “RESPONSE TO REQUEST FOR PROPOSALS (Bartram Springs Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Proposals will be opened at a public meeting on January 4, 2023, at 10:00 a.m. (EST), at Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. No official action of the District’s Board will be taken at this meeting, and it is held for the limited purpose of opening the RFP responses. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. This meeting may be continued to a date, time, and place to be specified on the record at the meeting. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8870 (Voice), for aid in contacting the District.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Attention: Jim Oliver (904) 940-5850.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Proposers are hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a Proposer’s social, political, or ideological interests when determining if the Proposer is a responsible vendor. Any and all questions relative to this project shall be directed in writing by e-mail only to Wesley Haber at wesley.haber@kutakrock.com, with a further copy to Jim Oliver at joliver@gmsnf.com.

Bartram Springs Community Development District
Jim Oliver, District Manager

2. Instructions to Proposers

**BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**Landscape and Irrigation Maintenance
Duval County, Florida**

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than January 4, 2024 at 10:00 a.m. (EST), at Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. Proposals will be publicly opened at that time.

SECTION 2. OPTIONAL PRE-BID MEETING. An optional pre-bid meeting and site tour will be held on December 13, 2023 at 1:00 p.m. at the Bartram Springs Amenity Center, 14530 Cherry Lake Drive East, Jacksonville, Florida 32258.

SECTION 3. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form attached hereto. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

SECTION 4. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the Proposer shall carefully examine the drawings, read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

Notwithstanding the foregoing, the Proposer is hereby specifically notified and informed that the following provisions of Florida law apply to this Request for Proposals ("**RFP**"), the Project Manual, and the contract to be executed in connection with the RFP ("**Agreement**"):

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

E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

SECTION 6. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape and irrigation maintenance projects.

SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Wesley Haber at Wesley.Haber@KutakRock.com, with a further copy to Jim Oliver at joliver@gmsnf.com. (Please use “Bartram Springs Community Development District – Landscape and Irrigation RFP” in the subject of any email concerning this project). Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, emailed or otherwise delivered to all parties recorded as having received the Project Manual. Questions received less than seven (7) days prior to the date of opening of proposals may not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 9. SUBMISSION OF PROPOSAL. Submit one (1) written proposal AND a PDF file on a flash-drive of the proposal forms, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Bartram Springs Community Development District – Landscape and Irrigation Maintenance) ENCLOSED” on the face of it.

SECTION 10. PROPOSAL GUARANTEE. Each Proposer shall submit a proposal guarantee in the form of a bid bond or cashiers check in the amount of twenty-five thousand dollars (\$25,000.00) with its proposal. The Proposal Guarantees shall be held until the time of award of contract with the successful proposer at which time the Proposal Guarantees shall be returned to all unsuccessful Proposers. If the successful Proposer shall not enter into the Contract as within fourteen (14) days as set forth below, the Proposer shall forfeit its Proposal Guarantee to the District.

SECTION 11. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 12. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgement of Receipt of Documents and Proposal Signature Form). In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping and irrigation plans and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

SECTION 13. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 14. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("Contractor") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape and irrigation maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 15. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 16. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- B. Completed price proposal (form attached).
- C. List position or title and corporate responsibilities of key management or supervisory personnel. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. Information related to other projects of similar size and scope which Proposer has provided, or is currently providing landscape and irrigation maintenance services.
- G. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the Project Manual.

SECTION 19. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

SECTION 20. EVALUATION OF PROPOSALS. The proposals shall be ranked based on price and the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Project Manual.

SECTION 21. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 22. RESPONSIBLE VENDOR DETERMINATION. Proposer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

3. Evaluation Criteria

BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible)

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

2. Experience (25 Points Possible)

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

3. Understanding Scope of RFP (15 Points Possible)

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

4. Financial Capacity (5 Points Possible)

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

5. Price (20 Points Possible)

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND ALL FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

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

receive 15.85 of 20 possible points. Contractor “C” turns in a bid of \$425,000. Bid “A” is divided by Bid “C” then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor “C” will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers

(15 Points Possible)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor’s field measurements) provided, as well as unit costs, if any.

Proposer’s Total Score

(100 Points Possible)

4. Acknowledgment of Receipt of Documents and Proposal Signature Form

BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT

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

This Proposal for landscape and irrigation maintenance services has been submitted on this 4 day of January, 2023 by Koehn Outdoor [company] whose business address is 1872 Everlee Road, Jacksonville, Fl. 32216, telephone number is 904-716-0683, fax number is 904-683-5408, and electronic mail address is frankp@koehnoutdoor.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 ninety (90) 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 Bartram Springs Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

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 December 29, 2023

Addendum No. #2 dated January 9, 2024

Addendum No. #3 dated January 12, 2024

Addendum No. _____ dated _____

Addendum No. _____ dated _____

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

Koehn Outdoor
Name of Organization

By: Frank Prescuiitti

This 4 day of January, 2023

By: Frank Prescuiitti/Dir of New Business Development
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: Florida

State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 4 day of January, 2023, by Frank Prescuiitti, of the Koehn Outdoor, 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

5. Proposal Form

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE OPERATIONS
FOR
BARTRAM SPRINGS
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

BARTRAM SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

on or before 10:00 a.m. EST, January 4, 2023

TO: Bartram Springs Community Development District

FROM: KOEHN OUTDOOR
(Contractor)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Bartram Springs Community Development District, the undersigned proposes to conduct all Work necessary to provide complete Maintenance Operations as described in the Detailed Specifications and Maintenance Map.

All Proposals shall be in accordance with the project manual.

To: Bartram Springs Community Development District

Ladies and Gentlemen:

The undersigned, as Proposer, hereby declares (1) that the only person or persons interested in the Proposal, as principal or principals is or are names herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the Work pertains, (2) that this Proposal is made without connection or arrangement with any other person, company, or parties making a Proposal and (3) that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Proposer further declares that he has examined the site of the Work; that he has made sufficient investigations to fully satisfy himself that such site is a correct and suitable one for this Work; and he assumes full responsibility therefore; that he has examined the Specifications for the Work and from his own experience or from professional advice that the Specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Notice to Contractors, Instructions to Proposer, Proposal, Agreement, General Conditions, Detailed Specifications and Maintenance Map and he has read all addenda prior to the opening of Proposals, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and the Agreement, and called for by the Detailed Specifications and Maintenance Map and in the manner specified.

Note: The proposal summary contained herein is merely illustrative of the minimum amount/quantity of Work to be performed under the Contract, in the case of any conflict between this schedule of Proposal items and the Contract Specifications, the Contract Specifications will prevail.

PER CONTRACT DOCUMENTS:

1. Certificate of insurance is enclosed with Proposal.
2. Proposal is for a one year term, with the option for four annual renewals thereafter.
3. Proposer certifies he has made a complete inspection of the site of the proposed work and fully understands and complies with the Instructions to Proposer.
4. The District reserves the right to add and delete individual items from the final Contract award and during the Contract term.
5. This Proposal covers all maintenance Work detailed in the general conditions, detailed specifications and Maintenance Map.

6. Proposal amount is \$ 238,353.74 for year one.
Written amount: Two Hundred and thiry-eight thousand three hundred fifty-three dollars and seventy-four cents
- Renewal price is \$ 245,504.35 for year two.
Written amount: Two hundred forty-five thousand five hundred four dollars and thirty-five cents
- Renewal price is \$ 245,504.35 for year three.
Written amount: Two hundred forty-five thousand five hundred four dollars and thirty-five cents
- Renewal price is \$ 245,504.35 for year four.
Written amount: Two hundred forty-five thousand five hundred four dollars and thirty-five cents
- Renewal price is \$ 245,504.35 for year five.
Written amount: Two hundred forty-five thousand five hundred four dollars and thirty-five cents

Proposer: Frank Prescuitti

SIGNATURE: Frank Prescuitti

TITLE: Director of New Business Development

ADDRESS: 1872 Everlee Road
Jacksonville, Fl. 32216

SIGNATURE: Frank Prescuitti

TITLE: Director of New Business Development

ADDRESS: 1872 Everlee Road
Jacksonville, Fl. 32216

SIGNATURE: _____

TITLE: Director of New Business Development

ADDRESS: 1872 Everlee Road
Jacksonville, Fl. 32216

This form must be submitted with written proposal

**BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

UNIT PRICES

Please provide the following unit prices for the following items. Each unit price shall include all costs for complete, installed work including materials, labor, overhead and profit. All materials shall be Florida No. 1 or better.

SOD/SEED/MULCH:

Sodded Bermuda 419 Lawn, SF	\$ <u>1.20</u>
Sodded St. Augustine 'Floritam'	\$ <u>1.15</u>
Sodded Bahia Lawn, SF	\$ <u>.90</u>
3" Deep Pine straw, SF	\$ <u>8.95</u>
3" Deep Shredded Hardwood Mulch, SF	\$ <u>55.00</u>

SHRUBS:

Daylily- 1 gal.	\$ <u>8.00</u>
Lantana – 1 gal.	\$ <u>8.00</u>
Parsons Juniper – 3 gal.	\$ <u>22.00</u>
Agapanthus – 3 gal.	\$ <u>22.00</u>
Loropetalum – 3 gal.	\$ <u>22.00</u>
Walters Viburnum – 3 gal.	\$ <u>22.00</u>
Muhly Grass – 3 gal.	\$ <u>22.00</u>

ANNUALS:

Annuals in 4" pots each	\$ <u>2.25</u>
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TREES (CONTAINER):

Crape Myrtle – 30 gal.	\$ <u>365.00</u>
Live Oak – 45 gal.	\$ <u>840.00</u>
Live Oak – 100 gal.	\$ <u>1,000.00</u>
Southern Magnolia – 30 gal.	\$ <u>400.00</u>
Red Cedar- 30 gal.	\$ <u>410.00</u>

**BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES/UNIT PRICES
(PLEASE PROVIDE ACCURATE PRICING)**

COST FOR ADDITIONAL MOWING

Lump Sum, Area #1	\$ <u>1,392.00</u>
Lump Sum Bahia, Area #2	<u>384.00</u>
Lump Sum Bahia, Area #3	<u>1,155.00</u>

COST FOR ONE TIME ADDITIONAL POND MOWING

Lump Sum Bahia on Pond # 2	\$ <u>63.75</u>
Lump Sum Bahia on Pond # 4	\$ <u>100.00</u>
Lump Sum Bahia on Pond # 5	\$ <u>80.00</u>
Lump Sum Bahia on Pond # 6	\$ <u>80.00</u>
Lump Sum Bahia on Pond # 7	\$ <u>80.00</u>
Lump Sum Bahia on Pond # 10	\$ <u>63.75</u>
Lump Sum Bahia on Pond # 14	\$ <u>63.75</u>
Lump Sum Bahia on Pond # 16	\$ <u>100.00</u>
Lump Sum Bahia on Pond # 17	\$ <u>63.75</u>
Lump Sum Bahia on Pond # 20	\$ <u>20.85</u>
Lump Sum Bahia on Pond # 21	\$ <u>100.00</u>
Lump Sum Bahia on Pond # 22	\$ <u>80.00</u>
Lump Sum Bahia on Pond # 25	\$ <u>100.00</u>
Lump Sum Bahia on Pond #26	\$ <u>100.00</u>

COST FOR ONE TIME DRAINAGE EASEMENT ROUGH MOWING (RED AREAS ON MAP)

Lump Sum Drainage Easement # D 1	\$ <u>750.00</u>
Lump Sum Drainage Easement # D 2	\$ <u>750.00</u>
Lump Sum Drainage Easement # D 3	\$ <u>750.00</u>
Lump Sum Drainage Easement # D 4	\$ <u>750.00</u>

COST FOR BERMUDA TURF AERIFICATION

Aerification for both Bermuda Sports Fields	\$ <u>8,960.00</u>
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COST TO OVERSEED BERMUDA SPORTS FIELDS

Overseeding for both Bermuda Sports Fields at a rate of 8 pounds of Rye Seed per 1000sqft \$ 3,600.00

Refer to Detailed Specifications on Mulch removal.

MULCH REMOVAL **Cost**

Amenity Facility
Pool area and building \$ 1,250.00
Parking lot \$ 825.00

Entry
Entry thru Everest curb cut including median \$ 4,125.00

Center Medians
Everest to School Curb Cut \$ 825.00
School to Ginnie Springs Rd. \$ 825.00
Ginnie Springs Rd. to Charry Lake Dr. \$ 825.00

PALM SERVICES (PER LANDSCAPE SPECS)

Lump Sum Prune (Total Palms) \$ 2,195.00

Lump Sum Fungicide/Insecticide/Fertilize (Total Palms) \$ 2,170.00

Please provide unit prices for routine maintenance repair and replacement of the following items. Each unit price shall include costs for complete, installed work including materials, labor, overhead and profit.

CONTROLLER:

Rain Bird ESTP-32MC \$ 350.00
Rain Bird ESP-24 \$ 216.29

VALVE:

Rain Bird PGA/50 \$ 367.22

Heads: Rainbird or Hunter

Rotor \$ 80.54
Pop up 6" \$ 62.11
Pop up 12" \$ 66.34

WIRE:

14-1 Red Ft. \$.36/ft
14-1 White Ft. \$.36/ft
Wire Splice 3MDBR EA \$ 2.90

PIPE:

3" PR – 160, LF \$ 5.02
2-1/2" PR – 160, LF \$ 3.96
2" PR – 160, LF \$ 2.45

1-1/2" PR – 160, LF	\$ 1.82
1-1/4" PR – 160, LF	\$ 1.62
1" CL – 200, LF	\$ 1.13
3/4" CL – 200, LF	\$.77
1/2" PR – 315, LF	\$.56

MISCELLANEOUS:

1/2" Flex PVC	\$ 1.33/ft
3/4" Flex PVC	\$ 2.50/ft

SLIP-FIX REPAIR COUPLING:

3", EA	\$ 289.81
2-1/2", EA	\$ 214.59
2", EA	\$ 191.81
1-1/2", EA	\$ 191.81
1-1/4", EA	\$ 199.94
1", EA	\$ 199.94
3/4", EA	\$ 179.10
1/2", EA	\$ 179.10

PLEASE PROVIDE HOURLY RATES FOR THE FOLLOWING ITEMS:

A. Mowers	\$ 45.00	Acre
B. Bush-Hog	\$ 55.00	Hour
C. Tractor	\$ 75.00	Hour
D. Supervisor with Transportation	\$ 50.00	Hour
E. Laborer with hand equipment	\$ 38.00	Hour
F. Truck	\$ 250.00	Hour
G. Irrigation Tech labor rate	\$ 75.00	Hour

6. Contractor's Qualification Statement

**BARTRAM SPRINGS
COMMUNITY DEVELOPMENT DISTRICT**

**CONTRACTOR'S QUALIFICATION STATEMENT
Landscape and Irrigation Maintenance Services**

KOEHN OUTDOOR

Contractor

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SWORN STATEMENT PURSUANT TO CHAPTER 287, FLORIDA STATUTES, ON
INTEGRITY OF PUBLIC CONTRACTING AND PURCHASING

**BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
CONTRACTOR QUALIFICATION STATEMENT**

DATE SUBMITTED: January 4, 2023

1. Proposer: Koehn Outdoor / A Partnership
[Company Name] / A Corporation
/ A Subsidiary Corporation

2. Parent Company Name N/A for all

3. Parent Company Address: Locally owned since 2004. One owner
Street Address 1872 Everlee Road

P.O. Box (if any) _____

City Jacksonville State Florida Zip Code 32216

Telephone 904-716-0683 Fax no. 904-683-5408

1st Contact Name Frank Prescuitti Title Director of New Business Development

2nd Contact Name David Koehn Title President/CEO

4. Proposer Company Address (if different):
Street Address N/A for all

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. List the location of the office from which the proposer would perform work for the Bartram Springs Community Development District.
Street Address 1872 Everlee Road

City Jacksonville State Florida Zip Code 32216

Telephone 904-716-0683 Fax No. 904-683-5408

1st Contract Name Frank Prescuitti Title Director of New Business Development

6. Is the Proposer incorporated in the State of Florida? yes (✓) no ()

6.1 If yes, provide the following:

o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes (✓) no ()

If no, please explain _____

o Date incorporated April 2004 Charter No. 35-2172416

6.2 If no, provide the following:

o The State with whom the Proposer company is incorporated? Florida

o Is the company in good standing with the State? yes (✓) no ()

In no, please explain N/A

o Date incorporated April 2004 Charter No. _____

o Is the Proposer company authorized to do business in the State of Florida? yes (✓) no ()

7. Is the Proposer company a registered or licensed contractor with the State of Florida?
yes (X) no (✓)

7.1 If yes, provide the following:

o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)
License No. _____ Expiration Date _____

o _____

o Qualifying individual _____ Title _____

o List company(s) currently qualified under this license _____

7.2 Is the Proposer company a registered or licensed Contractor with Duval County?
yes (✓) no ()

7.3 Has the Proposer company performed work for a community development district previously? yes (✓) no ()

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2020) \$5.9 million, (2021) \$6.3 million, (2022) \$8.2 million.

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

General Liability \$ 3,000,000.
 Automobile Liability \$ 1,000,000
 Workers Compensation \$ 1,000,000
 Expiration Date 08/01/2024

10. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no (✓)

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

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes _____ No (✓) If so, state the name(s) of the company(ies) _____

the state(s) where barred or suspended N/A
 state the period(s) of debarment or suspension N/A

12. What is the landscape and irrigation maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE AND IRRIGATION MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Steve Gorman	Director of Horticulture & Irrigation	Leads all techs	26	3	Director
William Crews	Director of Operation	Leads all executive decisions and departments	18	15	Director
Kyle Clarke	Dir of Maintenance	Leads Crews	20	16	Director

13. Has the Proposer ever failed to complete any work awarded to it? Yes _____ No (✓)
 If so, where and why? _____

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape and irrigation maintenance contract?

Yes _____ No If so, state name of individual, other organization and reason therefore. _____

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

16. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? No If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

17. Within the past five (5) years, has the Proposer failed to complete a project within the scheduled contract time? No If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof. _____

18. Please state whether or not the Proposer has completed background checks on all of its employees who will or may be providing services at the Bartram Springs Community Development District? Yes No _____ If no, please state the date by which the Proposer will assure to the District the completion of such background check.

[CONTINUED ON FOLLOWING PAGE]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Bartram Springs Community Development District or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Bartram Springs Community Development District should qualify the Proposer for bidding on its landscape and irrigation maintenance project, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation

Frank Prescuitti
Name of Proposer

By: Frank Prescuitti

Frank Prescuitti/Dir of New Business Development
[Type Name and Title of Person Signing]

This 4 day of January, 2023.

(Corporate Seal)

Sworn to before me this 4 day of January, 2024, 2023.

(Seal)

Notary Public/Expiration Date

CORPORATE OFFICERS

Company Name Koehn Outdoor

Date January 4

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
David Koehn		Leads all executive decisions and departments	Jacksonville Beach, Fl
FOR PARENT COMPANY (if applicable)			
Locally owned since 2004			

SUPERVISORY PERSONNEL

Company Name Koehn Outdoor

Date January 4, 2024

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations?
(Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Will Crews	Director of Operations	Leads all departmetns	2	18
Kyle Clarke	Director of Maintenance	Leads all maintenance crews	2	20
Steve Gorman	Director of Horticulture & Irrigation	Leads all techs	3	26
April Marlow	CPA/Controller	Leads all accounting	5	12
Laura	HR Director	Leads all employee on-board/ recruiting	1	15
Miriam Abud	HR admin	Admin	4	18
Robert Beladi	Account Manager	Point of contact for property	3	24
Charles Keithley	Account Manager	Point of contact for property	3	24
Dwain Ayres	Account Manager	Point of contact for property	2	20
Tracy Hyde	Account Manager	Point of contact for property	1	35
Roger Haas	Production Manager	Leads Crews	6	35
Robert Rounds	Production Manager	Leads Crews	7	20

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)

Company Name Koehn Outdoor

Date January 4, 2024

QUANTITY	DESCRIPTION	CAPACITY	NO. LOCATED IN	
			FLORIDA	OTHER
2	60" ztrok 900 series	2	Yes	Dedicated to Northeast FI ONLY
2	52" 652E Stand-on	2	Yes	
4	48" Toro Stand-on	3	Yes	
6	36" Write Stand-on	3	Yes	
1	T650 Bobcat	5	Yes	
1	Ford 450-Dump Truck	5	Yes	
18	Stihi Handheld	6	Yes	
4	60" Mowers	3	Yes	
6	Weed Eaters	3	Yes	
6	Hedge Trimmers	6	Yes	

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name Koehn Outdoor

Date January 4, 2024

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

Owner, Location and Description of Project	Current Contract Amount as Prime	Current Contract Amount as Subcontractor	Current Amount Sublet to Others	Proposer's Uncompleted Amount as of this Date		Completion Date		
				As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
The Landing at San Marco	\$ 36,300	\$ 0	\$ 0	\$ 36,300	\$	Jan 1,2024		Jan 1,2025
The Cove at Atlantic Beach	\$ 55,560	\$ 0	\$ 0	\$ 55,560	\$	Jan 1,2024		Jan 1,2025
Winterbourne HOA	\$ 31,290	\$ 0	\$ 0	\$ 31,290	\$	Jan 1,2024		Jan 1,2025
Gran Park at the Avenues	\$ 104,000	\$ 0	\$ 0	\$ 86,665	\$	Nov 3, 2023		Nov 3, 2026
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$ 209,815	\$ 0			
Total Uncompleted Work on Hand					\$ 209,815			

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name Koehn Outdoor

Date January 4, 2024

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/ Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³
N/A for all						

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

AFFIDAVIT FOR INDIVIDUAL

State of Florida

ss:

County of Duval

Frank Prescutti, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

Frank Prescutti

(Proposer must also sign here)

Sworn to and subscribed before me this 4 day of January, 2023, by _____

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

AFFIDAVIT FOR PARTNERSHIP

State of N/A for all One Owner ss:

County of Duval

N/A for all, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer’s proposal.

(Signature of a General Partner is Required)

Sworn to and subscribed before me this _____ day of _____, 2023, by _____.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

AFFIDAVIT FOR CORPORATION

State of Florida

SS:

County of Duval

Frank Prescutti

(title) Director of New Business Development

of the Koehn Outdoor/DBA DM Koehn Landscaping

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejection of Proposer’s proposal.

Frank Prescutti

(Officer must also sign here)

CORPORATE SEAL

Sworn to and subscribed before me this 4 day of January, 2023, by _____ of the _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

**SWORN STATEMENT PURSUANT TO CHAPTER 287, *FLORIDA STATUTES*, ON
INTEGRITY OF PUBLIC CONTRACTING AND PURCHASING**

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

1. This sworn statement is submitted to Bartram Springs Community Development District (“District”)
(print name of the public entity)

by Frank Prescuitti/Dir of New Business Development
(print individual's name and title)

for [NAME OF PROPOSER] (“Proposer”) Koehn Outdoor
(print name of entity submitting sworn statement)

whose business address is

1872 Everlee Road, Jacksonville, Fl. 32216

and (if applicable) its Federal Employer Identification Number (FEIN) is 35-2172416

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

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



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



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

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

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

[Signature page follows]

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE MEET ANY OF THE PROHIBITED CRITERIA. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER MEETS ANY OF THE PROHIBITED CRITERIA, THE PROPOSER SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO DOES NOT MEET ANY OF THE PROHIBITED CRITERIA. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPOSER.

The foregoing SWORN STATEMENT is dated this 4 day of January, 2023.

(Corporate Seal, if applicable)

Frank Prescutti
(Name of Proposer)

By: Frank Prescutti

Title: Director of New Business Development

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization, this 4 day of January, 2023, by Frank Prescutti of Koehn Outdoor, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

7. Form of Landscape and Irrigation Maintenance Services Agreement

FORM OF AGREEMENT

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT BY AND BETWEEN BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT AND KOEHN OUTDOOR

THIS AGREEMENT is made and entered into this 4 day of January, 2023, by and between:

Bartram Springs Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Duval County, Florida (the “District”), and

Koehn Outdoor, whose address is 1872 Everlee Road, Jacksonville, Fl. 32216 (the “Contractor”).

RECITALS

WHEREAS, the District was established by rule of the Florida Land and Water Adjudicatory Commission, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, Contractor submitted a proposal, attached hereto as **Exhibit A** and incorporated herein by reference (the “Proposal”), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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

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

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.

- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit B**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - (1) The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with the District’s representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. In the event that time is lost due to heavy rains (the “Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays. Contractor shall coordinate with the District Representatives to timely complete all such services.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

A. The initial term of this Agreement shall be from _____, 2023 through September 30, 2024 (the “Initial Term”), with the option for four annual renewals thereafter. As compensation for services described in this Agreement, the District agrees to pay Contractor \$238,353. Dollars and 74 Cents (\$ 238,353.74) for the Initial Term of the Agreement in monthly amounts as set forth in the Proposal, unless terminated earlier in accordance with Section 13 below. At the end of the Initial Term set forth above, this Agreement may be renewed for four (4) consecutive twelve (12) periods with compensation to be determined at each renewal period upon terms mutually agreeable to both parties.

B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services such as mulching, mowing, irrigation, sod laying, remedial landscape, and the planting of annuals, can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the direction of the District. Fees for such

additional services shall be as provided for in the attached Proposal or, if not identified, as negotiated between the District and the Contractor.

- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

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

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally,

nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

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

13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

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

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

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

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

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

21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

22. NOTICES. All notices, requests, consents and other communications under this Agreement (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Bartram Springs Community
Development District
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092
Attn: District Manager

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

B. If to the Contractor: Koehn Outdoor
1872 Everlee Road
Florida 32216

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

23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute arising out of this Agreement shall be in Duval County, Florida.

25. EFFECTIVE DATE. The Initial Term of this Agreement shall be from _____, 2023 through _____, ____ with the option for two annual renewals thereafter.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1-904-940-5850,

**JOLIVER@GMSNF.COM, AND 475 WEST TOWN PLACE,
SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

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

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

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

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

31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

32. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior

sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[CONTINUED ON FOLLOWING PAGE]

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

ATTEST:

**BARTRAM SPRINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

By: _____

By: _____

Its: _____

Exhibit A: Proposal for Landscape and Irrigation Maintenance

Exhibit B: Scope of Services

8. Detailed Specifications and Maintenance Map

SCOPE OF SERVICES – LANDSCAPE

Bartram Springs CDD

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule; however, Bermuda grass will be mowed once a month November 1 - March 1 and such reduced schedule shall be reflected in Contractor's pricing:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, which cannot remain unattended for two weeks. (i.e., weed control, selective mowing, landscape detailing, debris clearing, etc.) Notwithstanding the above, at no time will the Bahia grass (ponds) be allowed to grow beyond a maximum height of four (4) to four and one half (4 ½) inches and Bermuda grass shall never be allowed to grow beyond a maximum height of two (2) inches. Each mowing should leave the Bahia grass at a height of three (3) to three and one half (3 ½) inches and Bermuda at a height of one (1) to one and one half (1 ½) inches. St. Augustine shall never be allowed to grow beyond five and one half (5 ½) inches. Optimum height for Bermuda should be approximately one and one half (1 ½”) to encourage deeper root growth. Rotary Mowers are preferred for heights above one (1) inch. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. If the swales located throughout the property are filled with rainwater or are too soft to mow without leaving ruts from the mowers in the swales, contractor shall use line trimming to properly maintain the grasses. The district requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn if no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise, large clumps of clippings will be collected and removed by the Contractor. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The Contractor shall restore any noticeable damage caused by the Contractor’s mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. The contractor shall be responsible for training all its personnel in the technical aspects of the Bartram Springs Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted, when necessary, upon prior approval.

1A) POND MOWING - All ponds (32) identified as such on the overall Bartram Springs CDD Maintenance Exhibit/Plans shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four

(4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge. Line trimming at water's edge and line trimming of drainage structures shall occur every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event. Unless otherwise designated on Maintenance Exhibit/Plans, homeowners are responsible for mowing down to the water's edge behind their property.

The Contractor shall mow within the Contract Areas 1 thru 4 as described below (shown on the Maintenance Map). The **growing season** shall be defined as April 1 through October 31. The **dormant season** shall be defined as November 1 through March 31. Each mowing shall be completed for the entire contract area within four (4) days after commencement of the mowing.

AREA 1: Entry Roadways, Amenity Site & Sports Park - 1 time per week during the growing season and twice a month during the dormant season, for a total of 41 cuts. Bermuda grass shall be maintained at a 2" height.

AREA 2: Roadside Common Area - 1 time (bi-weekly) every fourteen (14) calendar days during the growing season and once a month during the dormant season, for a total of 21 cuts.

AREA 3: Ponds 1 time (bi-weekly) every fourteen (14) calendar days during the growing season and once a month during the dormant season, for a total of 21 cuts.

AREA 4: Drainage Easements These (4) four areas indicated on the maintenance map shall be mowed from the resident property line to the bottom of the berm and/or fence. The mowing frequency will be determined by owner/district representatives. This service shall be accomplished with a bush hog or rotary mower.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub, and groundcover bed lines) shall be edged during each mowing event. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, THE CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

3) TREE AND SHRUB CARE – Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, signage structures, play structures, fences & walls as well as pruned to keep streetlights and traffic signage from being blocked to a maximum of twelve (12ft.) Additionally, on an as-needed basis, all trees shall be pruned over sidewalks, conservation areas, parking lots, driveways & roadways so as not to interfere with pedestrians, cars or other vehicles. (This is to include always maintaining a minimum of fourteen and a half (14.5) feet (but shall vary according to DOT specs) of clearance under all limbs depending on location and species of tree.). Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees always appear neat. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of the Bartram Springs CDD community. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained supervisor and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to always appear neat and clean to include after high wind occurrences. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or disrupt the flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. The contractor shall be responsible for the removal of all palm fruit stains. “Hurricane” palm pruning shall never be allowed.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. The condition of turf is to be determined by the district at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful

application of a post-emergent herbicide. The contractor shall include the quarterly hand removal of all dog fennel (and other invasives) along the main roadways and view corridors. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The Contractor shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines, and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will Contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt, or any other unsightly material shall be removed promptly upon completion of work. The contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings, leaves and vegetative debris shall be blown off sidewalks, streets, and curbs into the turf areas, never into mulched bed areas as these are to be maintained free of grass clippings and weeds. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.** At no time shall the clippings be left on the sidewalks, streets, and curbs overnight. The contractor shall be responsible for blowing grass clippings, leaves, vegetative debris, and other debris off pool decks, volleyball and basketball courts, and parking lots at the time of service.

During months of heavy leaf fall, the Contractor will remove leaves from turf areas (including medians) and haul away to prevent leaves from matting atop turf and to allow for proper maintenance and weed control.

7) TRASH REMOVAL - The Contractor will, prior to mowing, pick up all bottles, cans, fallen limbs and palm fronds and other debris and trash on the property including bogus signs such as "For Sale" signs displayed in rights-of-way and common areas by owners and realtors.

8) STAFFING - Minimum staffing requirements shall be as follows:

<i>Time Period</i>	<i>Crew Size</i>	<i>Hours</i>
May 1 to September 30	5 (4 crew members and 1 leader)	8 hours a day, 2 days a week, monthly.
October 1 to April 30	4 (4 crew members and 1 leader)	8 hours a day, 2 days a week, bi-monthly

Any enhancements beyond the scope of this Agreement and authorized by the district must be installed by additional crew members unless use of the standard required crew is approved by the district. The district's authorization of additional work or enhancements shall not relieve the Contractor of its obligations under this Agreement.

9) REPLACEMENT OF PLANT MATERIAL – Tree and shrubs in a state of decline should immediately be brought to the attention of the district. Dead or unsightly plant material shall be removed expeditiously upon notification of the district. The contractor shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance. The contractor will replace said dead or unsightly plant material not to exceed \$ 200.00 per month with the approval of the Field Operations Manager.

Any turf, shrubs, trees that die because of the Contractor's failure to maintain the irrigation system as specified in Part 4 shall be replaced at the Contractor's expense.

10) SEASONAL COLOR/ANNUALS - A schedule of all annual plant options will be discussed with the Field Operations Manager or General Manager prior to installation to ensure the choice of plant pattern and plants are conducive to that season. Annuals shall be changed out in four cycles yearly – Spring (March), Summer (June), Fall (September) and Winter (December). Color and species shall be approved by the District prior to installation. Additional soil amendments, fungicides and insect applications will be performed to maintain vigorous growth and color.

11) MAKE UP DAYS - If Contractor misses a service due to inclement weather or any other reason, he is required to make up service the same week.

PART 2
FERTILIZATION

Contractor must comply with the St. Johns and Duval County Fertilizer Ordinance in total.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for northeast Florida turf, which is outlined below. It is incumbent upon the Contractor to review such guidelines for conformance with northeast Florida recommendations.

All Bahia Sod:

March	A complete fertilizer based on soil tests + Pre-M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H ₂ O/1,000 SF)
October	A complete fertilizer based on soil tests + Pre-M

All Bermuda Sod:

March	A complete fertilizer based on soil tests + Pre-M
April	N (Soluble Nitrogen applied at .5 lbs. N/1000 SF)
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	A complete fertilizer based on soil tests.
August	Fe (for foliar apps, use ferrous sulfate @ 2 oz. /3-5-gal H ₂ O/1000 SF). If Fe is applied to an acidic soil, use 1 lb. of iron sulfate/1000 SF. If soil is calcareous, use the container label recommended rate of an iron chelate.)
September	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + Pre-M

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + Pre-M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H ₂ O/1,000 SF)
August	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre-M

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly green, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the district in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to the District. Fertilizer shall be swept/blown off all hard surfaces onto lawns or beds to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF THE FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

VETERANS PARK ANNUAL TREATMENTS, AERIFICATION, FERTILIZATION AND OVERSEEDING

Contractor shall assume the cost for proper treatment to restore the athletic fields to include:

4 aerification and water-soluble nitrogen fertilization during the growing season.

4 applications of complete granular fertilization during the growing season.

4 applications of Primo Max regulator during the growing season.

Top dressing with sand after aeration (4x per year or as required) and weekly mowing with a "reel" mower.

Overseeding both Bermuda Sports Fields at a rate of 8 pounds of Rye Seed per 1000sqft or as needed.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, all shrubs, groundcovers, and trees shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September, November). 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.

Fertilizer shall not be billed equally monthly but invoiced the month after application.

Contractor must notify the district 48 hours prior to performing any palm fertilization. Contractor shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer to verify correct formulation and quantity. Payment will not be made until the correct quantity and formulation has been verified and applied. The contractor must notify the district five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the Contractor to so notify the district may result in the Contractor forfeiting all rights to payment for the applications made without notification.

PART 3 **PEST CONTROL**

INSECTS AND DISEASE IN TURF - Insect and disease control spraying in turf shall be provided by the Contractor every month (or as needed if not required - Contractor should consult with District's Designee if insect/disease control is not required) with additional spot treatment as needed. During the weekly inspections, the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. The contractor shall pay for the chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

INSECTS AND DISEASE CONTROL FOR TREES, PALMS AND PLANTS - The Contractor is responsible for the treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. The contractor shall pay for the chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. The contractor will be fully responsible for the treatment of such afflictions. At the District’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. The contractor is to identify those species of palms susceptible and supply a list of species and quantities with a proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor)

multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The District reserves the right to subcontract out all OTC Injection events. This will not be included in the Contract Amount.**

The contractor will perform biweekly inspections of all District owned property at which time a punch list of deficiencies and corrective measures will be presented to the district's Field Operations Manager.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is not a threat. Top Choice ant bait will be used once annually at the grass areas where special events are held at the Amenity Center or Veterans Park.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. The contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the district should become aware of any pest problems, it will be the Contractor's responsibility to treat pests within five (5) working days of the date of notification.

FIRE ANT CONTROL

The contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscaped and irrigated areas on the Plans/Maintenance Exhibit. This does not include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4
IRRIGATION SYSTEM MONITORING AND MAINTENANCE

IRRIGATION SYSTEM. The Contractor shall inspect and test the irrigation system components twice monthly during the growing season (April 1- October 31) and once a month during the dormant season (November 1-March 31). This shall include all the existing irrigation systems. The irrigation system summary table of controllers, zones and clocks are provided to the Contractor herein. All routine repairs shall be included as part of the contracted amount; system integrity repairs that are related to the infrastructural integrity of the irrigation system shall be borne by the district. Should Contractor have a disagreement about the nature of the repair, the Contractor shall work with the District and its Designee in good faith to resolve such disagreement.

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller.
2. Check for proper operation.
3. Lubricate and adjust mechanical components.
4. Test back up programming support devices.
5. Ensure the proper operation of each automatic rain shutoff device. If none, provide a proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source.
2. Clean all ground strainers and filters regularly.
3. Test each pump (if applicable) at design capacities **weekly** and inform the District Designee of any problems immediately. This is to minimize the time a water source is down. The contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices.

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary.
3. Adjust arc pattern and distance for required coverage areas.
4. Clean out irrigation valve boxes.
5. Inspect and maintain battery-operated valves throughout the property and replace batteries as needed. The contractor shall be responsible for ordering replacement batteries, the cost of which shall be billed to the district at actual cost with no markup.

D. Report

1. Irrigation operation time.

2. Irrigation start time.
3. Maintenance items performed.
4. General comment and recommendations.

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or large-scale repairs are to be considered additional items. **Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.**

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned and repaired, as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to always maintain maximum clearance for the greatest coverage. The contractor shall also provide risers as needed to raise heads to a suitable height above plant material, when necessary, at no additional cost to District. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of ten (10) business days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement for the system to operate properly. A separate audit may also be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, after the ten (10) day period has expired and for the duration of the contract, Contractor shall assume, at no additional cost to the District, responsibility for any and all maintenance deficiencies, including parts and labor, associated with the irrigation system, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District's Designee shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of the system. A copy of this report will be maintained by the Contractor and a copy delivered to the District's Designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of St. Johns County and Duval County, or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation

system cannot adequately cover the district in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the district representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management.

FREEZE PROTECTION. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

1. Responsibility for Sprinkler Head Repairs: Contractor shall have sixty (60) days from the effective date of the Agreement to conduct a comprehensive review of the district's irrigation system, including all sprinkler heads, and submit proposals for any items needing repair. After the 60-day period has expired and any necessary repairs have been made, Contractor and District shall share the cost of sprinkler head repairs 50/50; i.e., the Contractor shall bear 50% of the applicable sprinkler head repair costs and the district shall bear 50% of the applicable sprinkler head repair costs. Contractor shall not be responsible for any items identified as needing repair if the district does not authorize the recommended repair.
2. Bid Alternate: Contractor shall submit a price to provide a full time Irrigation Technician / Water Manger to provide routine maintenance as stated in this section, make repairs related to the irrigation systems in the district, manage all controllers to provide seasonal watering requirements and minimize irrigation use when conditions allow. This would replace irrigation inspections totals on the Proposal summaries.

PART 5 **INSTALLATION OF MULCH**

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the plans/maintenance map (landscaped beds & tree rings) at the Amenity Center and Veterans Park with Brown Cyprus Mulch (or the choice of the designee) in the beds and Pine Straw Mulch on Bartram Springs Parkway. The interior of the dog park area will receive hardwood colored mulch chips to maintain an acceptable depth for the intended use of this area (4-6 inches). All playground areas will be maintained with the certified required depth to follow playground regulations at a minimum of twice (2) per year.

Mulched areas should be raked, leveled, or mulch removed to maintain 3"-4" level of mulch in beds prior to the installation of new mulch. Such an application is expected to be twice per year (May and November). In doing so, Contractor shall ensure that all mulched areas (excluding

playground and dog park) are brought to a minimum depth of three (3) inches after compaction. The contractor is responsible for all necessary cleanups related to this procedure.

The District's Field Operations Manager should be notified 2 weeks prior to mulch installation to assure that proper trenching occurs to assure mulch does not spill over into walkways, paths, hardscapes, etc.

The contractor agrees to provide neat and defined lines along the edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to District.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch or Pine Straw is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

At the Amenity Facility, including but not limited to the pool area, the Contractor must REMOVE old mulch and replace it with new mulch up to the 3" depth. Supplementation elsewhere is permissible.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. The contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out all mulching events.

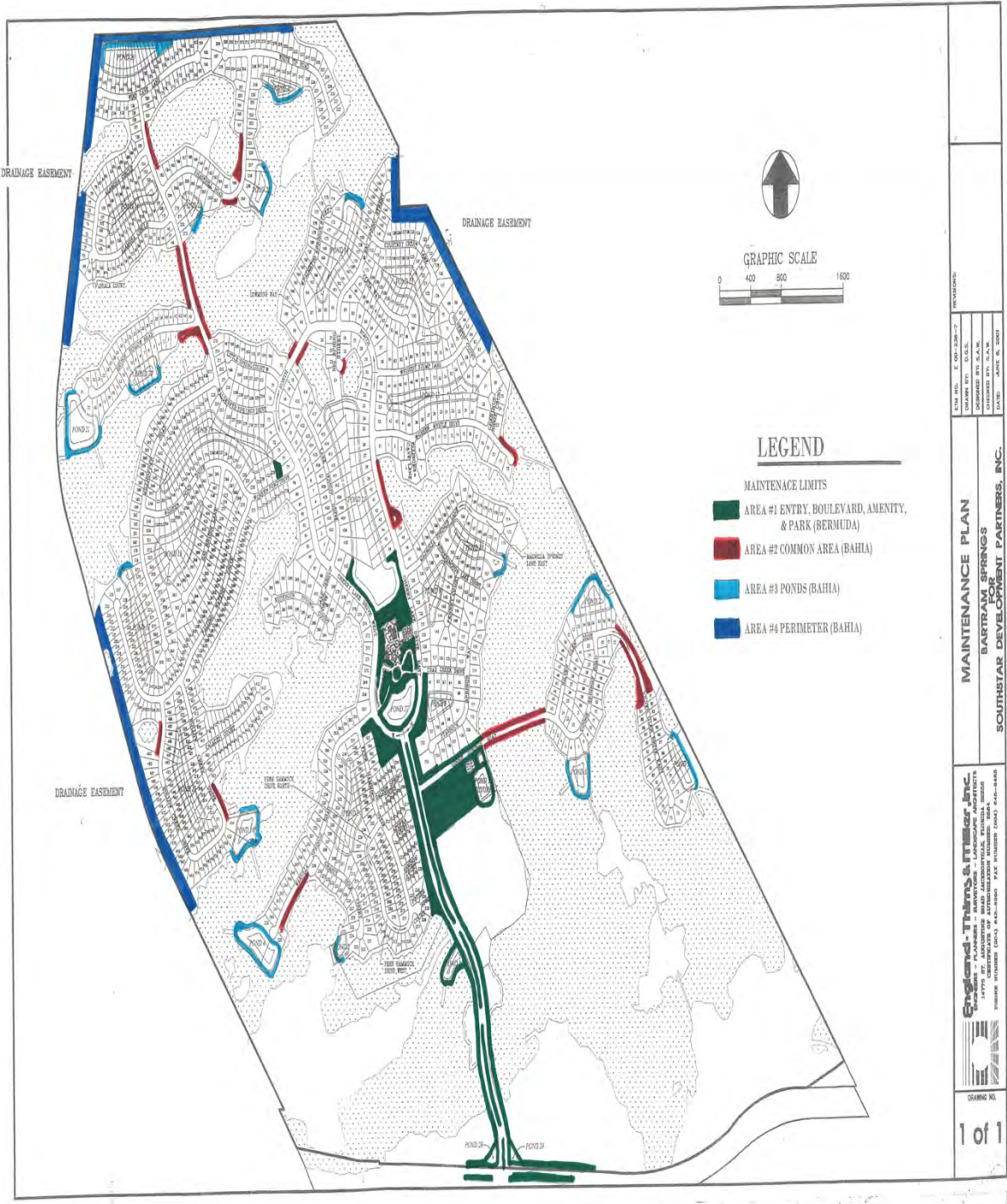
PART 6 **ADDITIONAL REQUIREMENTS**

QUALITY CONTROL INSPECTIONS - A qualified representative from the Contractor's firm shall accompany the district representative on monthly quality inspections. Any deficiencies within the scope of service shall be corrected with 7 days of each inspection.

REPORTING - A written report shall be completed and submitted 10 days prior to the monthly CDD Board of Supervisors meeting outlining the anticipated work schedule for the following month. This report shall indicate fertilization and pest control schedules, irrigation run schedules as well as special projects needing attention.

ATTENDANCE AT MEETINGS - Upon request of the District, the Contractor shall attend regularly scheduled District meetings.

LICENSURE - Contractor must have and maintain the appropriate licensure for business operation within St. Johns and Duval County and the State of Florida. This includes irrigation licensing, pest control business license and applicable business license.



PLAN NO. E-00-230-07
 DRAWN BY: D.C.L.
 CHECKED BY: S.A.N.
 DATE: JUNE 6, 2007

MAINTENANCE PLAN
BARTRAM SPRINGS
SOUTHSTAR DEVELOPMENT PARTNERS, INC.

Gravel-Trials & Fisher, Inc.
 34775 W. ARIZONA ROAD, JARVISVILLE, MISSOURI 64802
 PHONE: (417) 842-1500 FAX: (417) 842-1500



DRAWING NO.
1 of 1

BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT



FULL-SERVICE LANDSCAPE MAINTENANCE PROPOSAL

LANDSCAPING MAINTENANCE | IRRIGATION | FERTILIZATION | SEASONAL
COLOR | MULCH/PINESTRAW | PALM TREE PRUNING



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the greenery, inc.®

— EMPLOYEE OWNED —

ENHANCING PEOPLES LIVES THROUGH BEAUTIFUL LANDSCAPING

WHY CHOOSE THE GREENERY?



January 18, 2024

The Greenery, Inc. very much appreciates the opportunity to submit a proposal for the landscape and irrigation maintenance for Bartram Springs Community Development District. Our team has read and understands your Project Manual for Landscape and Irrigation Maintenance Services. We have received and acknowledge all Addendums, as well.

We welcome an opportunity to answer any questions you may have about our proposal and why we are the **RIGHT PARTNER** to work with in your community. Our team's dedication to constantly improving your plant health will **ENRICH** the value of your property by improving the aesthetics and viability of your landscape, as well as **ENHANCE** your resident and guest experiences as they enjoy the multitude of outdoor adventures at Bartram Springs.

The Greenery is proud to be **EMPLOYEE OWNED** which means our team takes **AN "OWNER'S INTEREST"** in providing the highest quality services to our clients. We have been providing professional landscape installation and maintenance services since 1973 – and in those 51 years, it has always remained important to provide the most advanced and professional services available in the marketplace.

In addition to our on-target pricing and full scope of services, we have provided in this proposal our communication plan, who your key team members will be, best practices, recommendations and the advantages gained by allowing us to partner with you. The vibrant future of Bartram Springs CDD is just as important to us, as it is to everyone living and working there.

We want to grow with you!



Stacy Montoya

Stacy Montoya
Business Developer
(904) 627-5838
StacyMontoya@thegreeneryinc.com

Bartram Springs CDD Deserves a True Landscaping Partner!



Why The Greenery, Inc. is the RIGHT CHOICE:

WE ARE PRO-ACTIVE

The Greenery prides itself on being a **PRO-ACTIVE PARTNER** to you and your community. We will look out for you!

WE COMMUNICATE

We execute on a customized **COMMUNICATION** plan that best suits your community!

WE NEVER MISS THE DETAILS

Our team ensures they spend the time it takes to handle those important **DETAILS** that make a community shine!



HOW WE CAN HELP BARTRAM SPRINGS CDD



BECOME YOUR PRO-ACTIVE LANDSCAPING PARTNER

We understand the frustration of dealing with a reactive landscaper – leaving you to feel as if they are always “playing catch up” at your community. The Greenery prides itself on being a **PRO-ACTIVE PARTNER** to you and your community. We will look out for you! If we find areas of improvement or concern, we will come to you with our recommendation or plan. We believe it is our job to care for your landscaping, as if it's our own!

COMMUNICATION IS KEY

The Greenery will partner with you to determine the best communication practices to keep you and your community happy. The flow of communication should be easy and should include a checks-and-balances system, so you know your request has been handled. We will provide you with a communication plan that best suits your community!



NEVER MISS THE DETAILS

The top headache we hear from prospective clients is that the current landscaper simply does not have an eye for detail. This often means things are getting missed or overlooked during services. Our team ensures they spend the time it takes to touch on those details such as weeds, proper pruning and debris clean up – to make your property sparkle!



PERSONNEL & EQUIPMENT

Capabilities Statement | Experience | Equipment
Inventory | Certifications | Licenses | E-Verify | Drug-Free
Workplace | Safety & Training | Staffing Levels | Responsiveness



FULL-SERVICE LANDSCAPE PROPOSAL



LANDSCAPING MAINTENANCE | IRRIGATION | FERTILIZATION | SEASONAL
COLOR | MULCH/PINESTRAW | PALM TREE PRUNING

COMPANY PROFILE

CAPABILITIES STATEMENT

The Greenery Inc. is a regional company, operating exclusively in the Florida, Georgia and South Carolina markets. With over 650 employees, we are staffed to handle any size landscape contract, to react to an emergency event such as a hurricane, and to provide technical and horticultural support to any situation that may arise with your landscaping.

We fully understand the importance of image for your property, particularly the areas of the amenities, entrances and roadways. Our services are a reflection of you, and we are fully committed to your needs and expectations. We understand the nature and scope of work and we will exceed your expectations. As your valued service partner, we will strive to continually improve the aesthetics of your community.

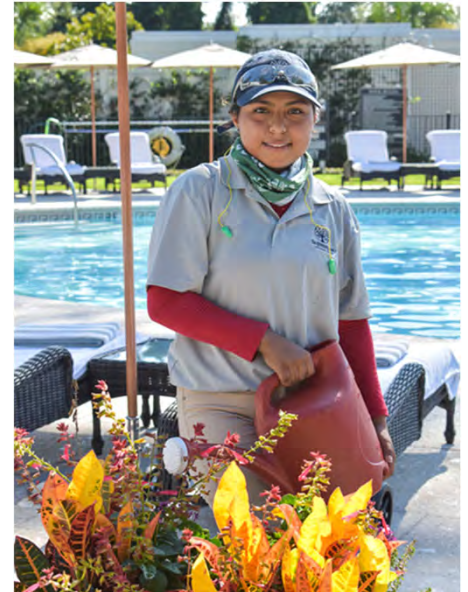
The Greenery is committed to providing employees with a safe and healthy workplace. We believe that our employees are our greatest asset - therefore safety is our highest priority. We promote safety in the workplace because it is the right thing to do. We want to ensure that our workers remain healthy, happy and able to perform their jobs with no obstacles. The benefit shows when happy, engaged employees become more efficient at understanding your needs.

The Greenery has the ability, capacity and skill to perform this contract as detailed in the scope of work and demonstrated by our long-standing maintenance relationship both here, and in other parts of our community. We can perform the requirements of this contract within the required time parameters, without delay or issue. With the depth of our expertise, we also outperform the competitors in the markets we serve.

The Greenery is fully compliant with all laws and ordinances at the federal, state and local levels. We maintain all OSHA records as required, maintain business licenses in the areas we work and maintain all licensing requirements for the industries we serve.

The Greenery, Inc. is ranked #28 in the nation by the Lawn and Landscape industry. As an employee-owned company, our financial statements are audited annually by an independent firm. Our strong financial strength gives us the ability to continue to grow and remain profitable as demonstrated.

We are committed to operating as your service partner to maintain and enhance the beauty of your property. We feel that maintaining good communication with our clients is very important to the success of your landscape.



ENHANCING
PEOPLES LIVES
THROUGH
BEAUTIFUL
LANDSCAPING



COMPANY PROFILE

KEY STRENGTHS



PRICE

Our pricing includes the full scope of services along with the buying power of a Top 100 company (#28 in the country on the Lawn & Landscape Top 100). The relationships with vendors and buying capabilities enable competitive pricing to clients.

AVAILABILITY

The Greenery Inc. employs over 650 employees in the markets we serve. With plentiful resources and a robust workforce, The Greenery can provide quality service in a timely manner.

PERFORMANCE / REPUTATION

The Greenery has 50 years of experience and has demonstrated consistently high standards of performance. We are also able to attract and retain the most educated and professional staff in the industry. We also consistently outperform the competition in terms of employee retention and satisfaction.

FINANCIAL CAPABILITY

The financial strength of The Greenery is excellent. We continually re-invest in our people, equipment, technology and future. The Greenery has many satisfied customers as references for our current maintenance operations.

TECHNICAL APPROACH

We utilize the latest technology available in the landscaping industry. This allows us to maintain a comprehensive quality control process which ensures safety and curb appeal for our clients. These systems allow for regular inspections to be performed in order to identify areas of improvement or adjustments to ongoing maintenance routines. These advances equate to higher efficiencies and great savings for our clients.



SAFETY IS OUR HIGHEST PRIORITY

A daily inspection is conducted of all our equipment and vehicles. We employ an in-house staff of mechanics who are certified technicians. These team members follow a "Preventative Maintenance Schedule System" to keep assets in top condition for optimum performance. All drivers have their driving records reviewed and are part of our weekly Safety Training Program.

COMPANY PROFILE



FOUNDED 1973 | 100% Employee Owned Since 2003

SENIOR MANAGEMENT W. Lee Edwards | President & CEO
 Daryl Hendricks | Chief Operations Officer
 Ben Campsey, CPA | Chief Financial Officer
 Janet DeNicola | Chief Technology Officer

RANKED #28 in the Country by Lawn & Landscape Magazine

REVENUE \$60M+ per year

EMPLOYEES 650+

STAFF SUMMARY

Horticulturists	36	Crew Foremen	167
FL Certified Applicator		Certified Landscape Technicians	26
License Holder	1	Seasonal Color Technicians	16
SC Certified Applicators	36	Certified Irrigation Technicians	23
GA Certified Applicators	9	Mechanics	18
Area Supervisors	51		

EQUIPMENT

Vehicles	350+	Sports Turf Mowers	18
Tractor/Bobcats	27	Mini-Loaders	11
Production Mowers	250	2 Cycle Equipment	1,000+
Wide Area Mowers	10		

COMPANY DATA

Corporate Mailing Address: PO Box 6569, Hilton Head, SC 29938
 Business Entity Name: The Greenery of North Florida, Inc.
 Website: www.thegreeneryinc.com
 FEI/EIN Number: 84-3916686
 D&B DUNS Number: 067-012-294
 Incorporation Date: 1973
 NAICS Code: 54-541
 SIC Code: 87-871

Bluffton – Hardeeville Office
 2724 Medical Center Dr.
 Hardeeville, SC 29927

Beaufort Office
 177 Bay Pines Road
 Beaufort, SC 29906

Charleston Office
 489 A Deanna Lane
 Charleston, SC 29492

Construction Office
 2724 Medical Center Dr.
 Hardeeville, SC 29927

Daytona Beach Office
 140 S. Beach Street, Ste 310
 Daytona Beach, FL 32114

Greenville – Spartanburg Office
 1003 Woods Chapel Road
 Greer, SC 29334

Hilton Head Island – Daufuskie Island
 97 Arrow Road
 Hilton Head, SC 29928

North Jacksonville Office
 1417 Avery Road, Ste 200
 Amelia Island, FL 32034

Jacksonville Office
 10418 New Berlin Rd,
 Jacksonville, FL 32226

St. Augustine Office
 Opening 2024

Hilton Head Island – Corporate Office
 93 Arrow Road
 Hilton Head, SC 29928

Hilton Head Island – Garden Center & Nursery
 960 William Hilton Pkwy.
 Hilton Head, SC 29928

Palmetto Bluff Office
 71 Ormsdale
 Bluffton, SC 29910

Savannah Office
 2400 Tremont Road
 Savannah, GA 31405

Sun City Office
 12 Okatie Maintenance Rd.
 Okatie, SC 29909



THE GREENERY'S PLACE IN THE LANDSCAPE INDUSTRY



the greenery, inc.®
— EMPLOYEE OWNED —



150

RANKINGS



LANDSCAPE MANAGEMENT

#28

Landscape Management's 2023 listing of the industry's top 150 revenue-generating firms includes individual company figures.

More than 40 companies on our 2023 LM150 list grew by 20 percent or more last year. Executives from some of these companies share how their operations did it.

	Headquarters	2022 Revenue (U.S. Dollars)	% Rev. Change from 2021	% Projected Change for 2023	FTEs/ Seasonal Employees	% Comm./ Res./Gov.	
25	Yardnique	Morrisville, N.C.	\$96,000,000	41%	25%	600/400	100/0/0
26	Clintar Commercial Outdoor Services	Markham, Ontario	\$93,200,000	7%	8%	375/375	90/5/5
27	Schill Grounds Management	North Ridgeville, Ohio	\$92,500,000	19%	10%	850/200	98/1/1
28	The Greenery	Hilton Head Island, S.C.	\$92,500,000	14%	11%	898/220	90/8/2
29	Massey Services*	Orlando, Fla.	\$91,939,190	7%	15%	2,675/0	7/93/0
30	Spring-Green Lawn Care Corp.	Plainfield, Ill.	\$90,500,000	9%	7%	528/150	4/96/0
31	Mainscape	Fishers, Ind.	\$82,200,000	11%	5%	697/134	100/0/0

LEGEND NR = Not reported; * indicates estimate, based on projected revenue for 2022 reported last year; † indicates a portion of reported revenue was removed (such as pest control, janitorial services or other non-green industry offerings).

LOCAL TEAM | RESUMES

KEY PERSONNEL EMPLOYEE RESUMES & CONTACT INFO

Branch Administration



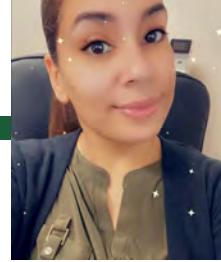
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Stacy Montoya
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andscape.com



Jason Cather
**Irrigation Regional
Manager**
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Alex Brown
Production Manager
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alejandrobrown@the
greeneryinc.com



the greenery, inc.®

— EMPLOYEE OWNED —

RESUMES

LEE EDWARDS

President, CEO

The Greenery, Inc. - Hilton Head, S.C,
(843) 200-2625 | LeeEdwards@thegreeneryinc.com



EXPERIENCE:

The Greenery Inc. - President/CEO

1994 - Present · 29 yrs

EDUCATION:

Tulane University

Bachelor of Arts

1986 – 1990

SKILLS:

Sales, Business Management, Business Analysis, Landscaping Operations, IT, Marketing, Operations Management, Strategic Planning, Customer Satisfaction, Team Building, Account Management, Recruiting, Training, Management, Coaching, Leadership, Lean Management, Customer Service, Strategic Planning, Multimillion Dollar Revenue Budget Management

RESUMES

DARYL HENDRICKS

Chief Operations Officer

The Greenery, Inc. - Hilton Head, S.C.

(610) 715-5832 | darylhendricks@thegreeneryinc.com



EXPERIENCE:

The Greenery, Inc. - Chief Operations Officer

April 2023 - Present

Outworx Group - Chief Executive Officer

2019 - 2023

National Express LTD - Senior Vice President

2014 - 2018

American Kennel Club - Chief Operations Officer

2013 - 2014

SKILLS:

Sales, Business Management, Business Analysis, Operations, Landscaping Operations, IT, Marketing, Lean Management, Customer Service, Strategic Planning, Multimillion Dollar Revenue Budget Management

EDUCATION:

University of Delaware

BSBU, Economics

University of Richmond

Wilmington University

MBA | Member: Sigma Beta Delta Honor Society



RESUMES

DAVID RIVERA

Regional Vice President

The Greenery, Inc. – Florida & Georgia

(305) 783-7373

davidrivera@thegreeneryinc.com



EXPERIENCE:

The Greenery, Inc.

Regional Vice President

December 2023-Current

BrightView

Director Of Operations

Jan 1996 - Dec 2023 · 28 yrs

- Industry experience includes managing multiple branch operations.
- Outstanding people skills, employee development and leadership.
- Proven record of developing and implementing standard operating procedures, streamlining operations as well as an impressive customer satisfaction record and client retention.
- Multi-million-dollar expansions to new territories and acquisitions.
- Strong promoter of treating people with respect & dignity and creating an enjoyable work environment.

SKILLS:

Landscaping Management, Strategic Planning, Business Development, Customer Satisfaction, Operations Management, Team Building, Recruiting, Training, Management, Coaching, Leadership



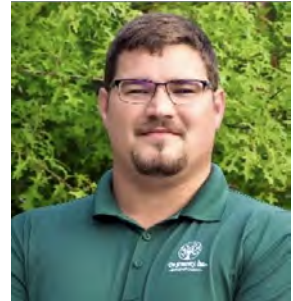
RESUMES

ROY GRANTHAM

Branch Manager

The Greenery - Jacksonville Area, FL

(843) 295-0191 | roygrantham@thegreeneryinc.com



EXPERIENCE:

The Greenery, Inc. – Branch Manager

Jacksonville, FL

Dec 2023 - Present

The Greenery, Inc. – Branch Manager

Bluffton, South Carolina

Nov 2022 - Present · 1 yr 3 mos

The Greenery, Inc. – Client Relationship Manager

Hardeeville, South Carolina

Jan 2021 - Nov 2022 · 1 yr 11 mos

Palmetto Coastal Landscaping - Account Manager

Jan 2011 - Dec 2020 · 10 yrs

Hilton Head Island, South Carolina

LICENSES & CERTIFICATIONS:

National Association of Landscape Professionals

Landscape Industry Certified Lawn Care Manager

Issued Oct 2019

SKILLS:

Operations Management, Strategic Planning, Customer Satisfaction, Team Building, Account Management, Recruiting, Training, Management, Coaching, Leadership



RESUMES

ZACHARY “ZACH” HIGGINBOTHAM

Customer Relations Manager

The Greenery Inc. - Jacksonville, FL

(904) 776-9483 | zhigginbotham@martexlandscape.com



EXPERIENCE:

Customer Relations Manager - The Greenery Inc.

Jacksonville, Florida

Aug 2022 - Present

New Business Developer - Trimac Outdoor

Daytona Beach, Florida

Jun 2021 - Jul 2022

Account Manager - Yellowstone Landscape

Orlando, Florida

Apr 2017 - Jun 2021

Superintendent - BrightView Landscapes

Feb 2017 - Apr 2017

Crew Leader - BrightView Landscapes

May 2016 - Feb 2017

EDUCATION:

University of Florida Graduate

Agronomy Department Research Assistant

SKILLS: Green Industry Best Management Certification, Business-to-Business (B2B) Sales, Account Management, Communication Skills, Managing multiple properties while leading a crew dedicated to excellent landscape maintenance, assisting in research.



EQUIPMENT



Vehicles	350+
Tractor/Bobcats	27
Production Mowers	250
Wide Area Mowers	10
Sports Turf Mowers	18
Mini-Loaders	11
2 Cycle Equipment	1,000+



LICENSES & CERTIFICATIONS



Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



LICENSES & CERTIFICATIONS



LICENSES & CERTIFICATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
THE GREENERY OF NORTH FLORIDA, INC.

Filing Information

Document Number	P19000089376
FEI/EIN Number	84-3916686
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State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/08/2022
Event Effective Date	NONE

Principal Address

1169 Indian Lake Rd.
Daytona Beach, FL 32124

Changed: 02/01/2021

Mailing Address

PO Box 6569
Hilton Head Island, SC 29938

Changed: 02/01/2021

Registered Agent Name & Address

TED W. WEEKS IV, P.A.
402 S. KENTUCKY AVE., SUITE 350
LAKELAND, FL 33801

Address Changed: 08/08/2022

Officer/Director Detail

Name & Address

Title P

EDWARDS, WILLIAM L
PO Box 6569
HILTON HEAD ISLAND, SC 29939

Title CFO

Campsey, Ben
93 ARROW ROAD
HILTON HEAD ISLAND, SC 29928

LICENSES & CERTIFICATIONS

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Greenery of North Florida, Inc	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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 not 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. <input type="checkbox"/> Other (see instructions) ▶ _____	4 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>
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 6569	Requestor's name and address (optional)
6 City, state, and ZIP code Hilton Head Island, SC 29938		
7 List account number(s) here (optional)		

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.

Social security number									
				-					
OR									
Employer identification number									
8	4	-	3	9	1	6	6	8	6

Part II Certification

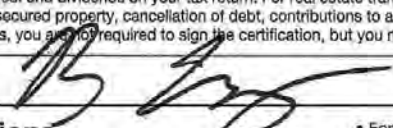
Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here

Signature of U.S. person ▶



Date ▶ 4-24-23

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.

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.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

E-VERIFY EMPLOYEES

The Greenery is registered & utilizes E-Verify



Company ID Number: 221539

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	The Greenery, Inc.
Company Facility Address	93 Arrow Road Hilton Head Island, SC 29928
Company Alternate Address	P O Box 6569 Hilton Head Island, SC 29938
County or Parish	BEAUFORT
Employer Identification Number	561027469
North American Industry Classification Systems Code	444
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

The Greenery Inc.
Company ID #: 221539

The Greenery of North Florida
Company ID# 2019321

paycom Employees Payroll Talent Acquisition Time Management Human Resources Talent Management Reports Launch User Options

[DUW01] GREENERY INC ALLDEPTS Main Menu Account Security Secure Uploader (18) Help ESS Login Updates Log Out

E-Verify Company Information

OUW03 Previous 1 Next 25

Payroll Code / Profile	E-Verify Company Identification Number	MOU Signature Date
OUW03 - GREENERY OF NORTH FLORIDA INC	2019321	11/21/2022

Showing 1 to 1 of 1 entries Previous 1 Next Go to Page

DRUG-FREE WORKPLACE

The Greenery is a DRUG-FREE WORKPLACE

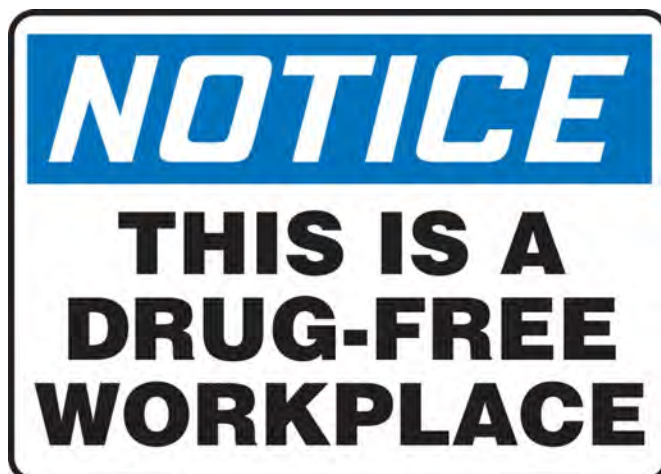


Our policy and program contain the following elements:

- Job Applicant Testing
- Reasonable Suspicion Testing
- Post-Accident Testing

We conduct testing through independent medical facilities which adhere to strict standards for specimen collection and chain of custody. As a result of being a drug free workplace, we receive discounts from our worker's compensation carrier.

The Greenery promotes drug-free workplace in order to maximize our level of productivity, enhance our competitive position in the marketplace and reach our desired level of success, without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from substance abuse by employees.



SAFETY = OUR # 1 PRIORITY



the greenery, inc.®

— EMPLOYEE OWNED —

Top Ten Safety Rules:

- 1** ALWAYS MAKE SAFETY FIRST
- 2** ALWAYS WEAR PROPER PPE
- 3** ALWAYS HANDLE CHEMICALS PROPERLY
- 4** ALWAYS USE PROPER LIFTING TECHNIQUES
- 5** ALWAYS USE PROPER VEHICLE AND TRAILER OPERATIONS
- 6** ALWAYS NOTIFY A SUPERVISOR OF ANY INJURY, NO MATTER HOW MINOR
- 7** ALWAYS USE PROPER EQUIPMENT AND MACHINERY OPERATIONS
- 8** ALWAYS USE THE TWO MAN LADDER RULE
- 9** ALWAYS STAY PROPERLY HYDRATED
- 10** ALWAYS BE AWARE AND ALERT OF YOUR SURROUNDINGS

Safety Pledge:

**"I promise to *myself*, and to *my team*,
TO WORK SAFE TODAY,
because *my family* deserves to see me again."**

SAFETY PRACTICES

SAFETY = OUR # 1 PRIORITY



THE GREENERY TEAMS COMMITMENT & INVOLVEMENT SAFETY & TRAINING POLICY

We are committed to providing employees with a safe and healthy workplace. We believe that our employees are our greatest asset; therefore, your safety and the safety of your fellow workers is of the highest priority. It is our policy that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents/injuries (no matter how slight) and unsafe conditions to their supervisor. No such report will result in retaliation, penalty, or other disincentive.

Safety training is mandatory and performed 52 weeks per year. The Safety Committee develops safety topics for each week and assists with monitoring workplace safety education and training to ensure that it is in place, effective and documented. All field employees are provided PPE (Personal Protection Equipment) and are trained on its proper usage. Employees are also in uniform with a safety vest for a neat, clean safe appearance. All employees that work with hazardous materials are trained on the safe mixing, handling and disposal of these materials. MSDS sheets are reviewed and posted along with Pesticide labels. We keep current our pesticide licenses for FL, GA and SC.

Employee recommendations to improve safety and health conditions will be given thorough consideration by our Safety Committee. We will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, disciplinary action will be taken against an employee who willfully or repeatedly violates workplace safety. This action may include verbal or written reprimands and may ultimately result in termination of employment.

We are a certified Drug Free workplace. We drug screen all employees upon hire and randomly thereafter. All company drivers have their drivers' licenses verified and attend a Safe / Defensive Driving Class each year. We require that all employees and sub-contractors abide by all Federal, State and local laws and regulations as well as all company policies. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds us higher regard with customers, and increases productivity. The type of work that our company does can present certain hazards, but if you adhere to our safety guidelines and always keep safety in mind, accidents can be avoided.

As we follow the OSHA standards, we maintain a strict policy on the storage and distribution of hazardous materials, such as the fertilizer and chemical products used as part of our IPM (Integrated Pest Management) program. All employees that work with hazardous materials are trained on the safe mixing, handling and disposal of these materials.



SAFETY PRACTICES CONTINUED

SAFETY = OUR # 1 PRIORITY



SAFETY & TRAINING POLICY CONTINUED

We recognize that this contract involves working in an area that requires extra care for the safety. We will work closely with the property manager to understand the schedules and ensure the safety of all on the property.

We promote safety in the workplace because it is the right thing to do: our workers are healthy, happy and able to perform their jobs. The benefit is that employees are more productive and efficient, and our insurance premiums are lower. All of these things allow us to be more competitive and provide our clients with the best service possible.

This policy statement serves to express The Greenery team's commitment to and involvement in providing our employees a safe and healthy workplace. This workplace safety program will be incorporated as the standard of practice for this organization. Compliance with the safety rules will be required of all employees as a condition of employment.

Safety Committee

The Safety Committee has representatives from all divisions of the company and is responsible for assisting us with the communication procedures for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace. The Safety Committee is responsible for assisting with updates to the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence.

The Safety Committee is responsible for assisting us to evaluate employee accident and illness prevention programs and promote safety and health awareness and co-worker participation through continuous improvements to the workplace safety program.

The Safety Committee members participate in regularly scheduled safety training, developing safety topics and assisting in monitoring workplace safety education and training to ensure that it is in place, effective and documented.

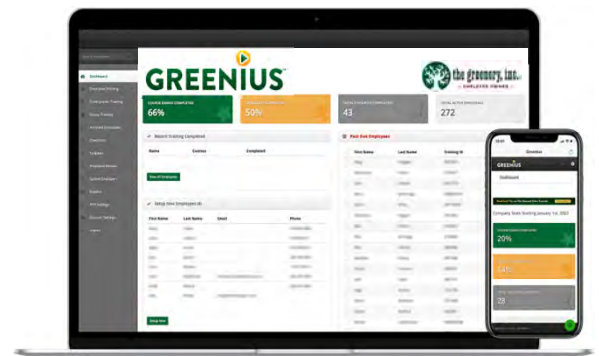
The Safety Committee meets regularly each month at a scheduled meeting. The meeting is documented, and the minutes will be made available to any employee upon request. All Safety Committee records are maintained for not less than three calendar years.



TRAINING PROGRAMS

THE GREENERY TAKES TRAINING OUR TEAM SERIOUSLY

It is important that every member of the crew is trained on all aspects of their role and safety. We utilize the landscaping industry's best training platform **Greenius**. Our team has access to a comprehensive library of training materials.



TRAINING TOPICS INCLUDE:

MACHINE SAFETY & MAINTENANCE

- Skid steer loader
- Chipper machine safety
- Safety guidelines for large equipment
- Large and small equipment maintenance

TECHNIQUES

- Edger
- Hedge Shears & Trimmers
- Leaf Blower
- Maintaining Healthy Turf
- Manual and Powered Hand Tools
- Mowing
- Plant Installation
- Pruning

MATERIAL HANDLING

- Pesticides
- Fertilizer
- Fueling / Gasoline

VEHICLE & DRIVER SAFETY

- Service vehicle checklist
- What to do in case of a car accident
- Dealing with angry motorists

PERSONAL SAFETY

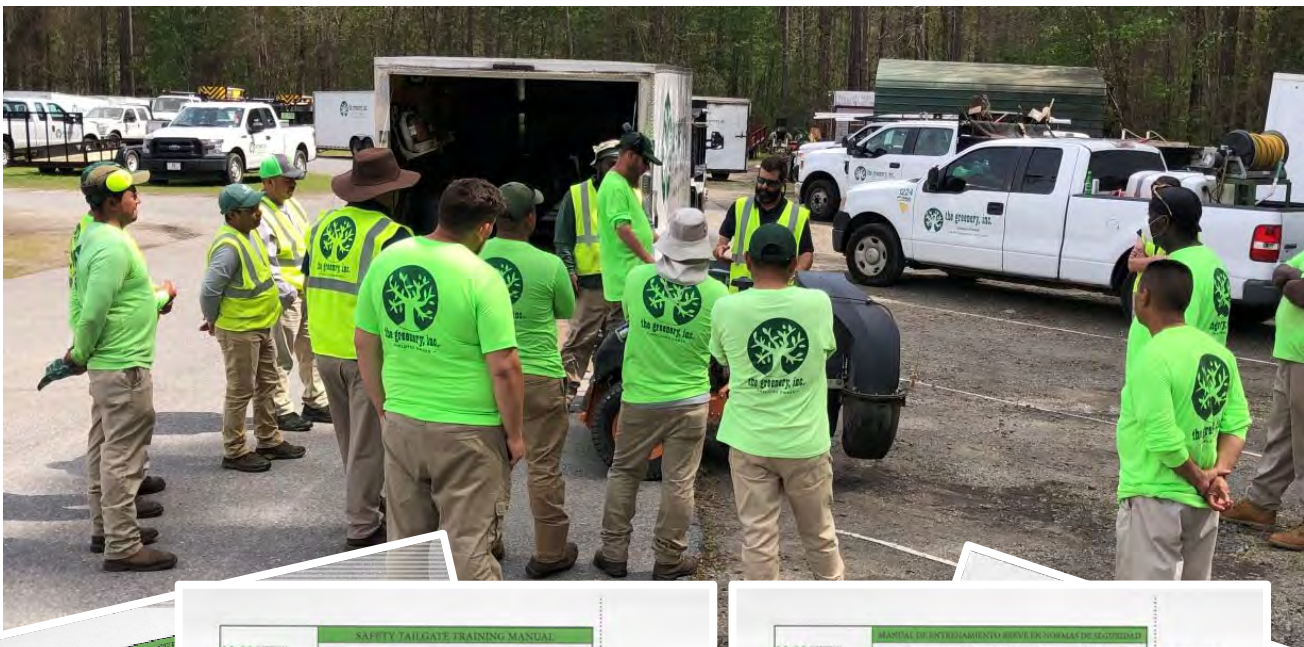
- Equipment Hazards- Pinch Points
- First Aid Training
- Fire Ants
- Personal Safety Hazards
- Working Outdoors in Warm Climates



TRAINING THE TEAM

TRAINING AT THE GREENERY

We also hold Tailgate Talks and provide weekly training emails to the team. We are constantly striving to improve your crew's safety, productivity, and knowledge. We value giving every member of the crew the crucial training required on all aspects of their role and safety. This means a safe outcome every day, at every property we service.



SAFETY TAILGATE TRAINING MANUAL

Preventing Heat-Related Illness

¿Qué es el Training?
You or a crew member might want to tell about a case of heat-related illness.

Give the crew time to offer answers after each question. Encourage all responses, but correct misinformation and add the points below each question if they are not part of crew members' answers. At the end of the session, ask if crew members have any questions.

Answers to T/F quiz questions:
1./ T / 2./ F / 3./ F

Sponsored by:
CNA
HENRY DUNN

Section 25

MANUAL DE ENTRENAMIENTO PARA LA NORMAS DE SEGURIDAD

Prevención de Enfermedades Relacionadas con el Calor Extremo

Nota para el Entrenador:
Es recomendable que usted o un miembro de cuadrilla ofrezca algún relato de enfermedades relacionadas con el calor extremo.

Dé tiempo a los miembros de cuadrilla para responder cada una de las preguntas. Estimule a dar respuesta a todas las preguntas, pero corrija la información incorrecta y añada los puntos debajo de cada pregunta si estos no son parte de las respuestas de los miembros de cuadrilla. Al final de la sesión, pregúntales si tienen alguna pregunta.

Respuestas C/F a las preguntas del cuestionario:
1./ C / 2./ F / 3./ F

Sponsored by:
CNA
HENRY DUNN

Section 25

PROPOSED STAFFING LEVELS

FOR MANPOWER

AT BARTRAM SPRINGS CDD

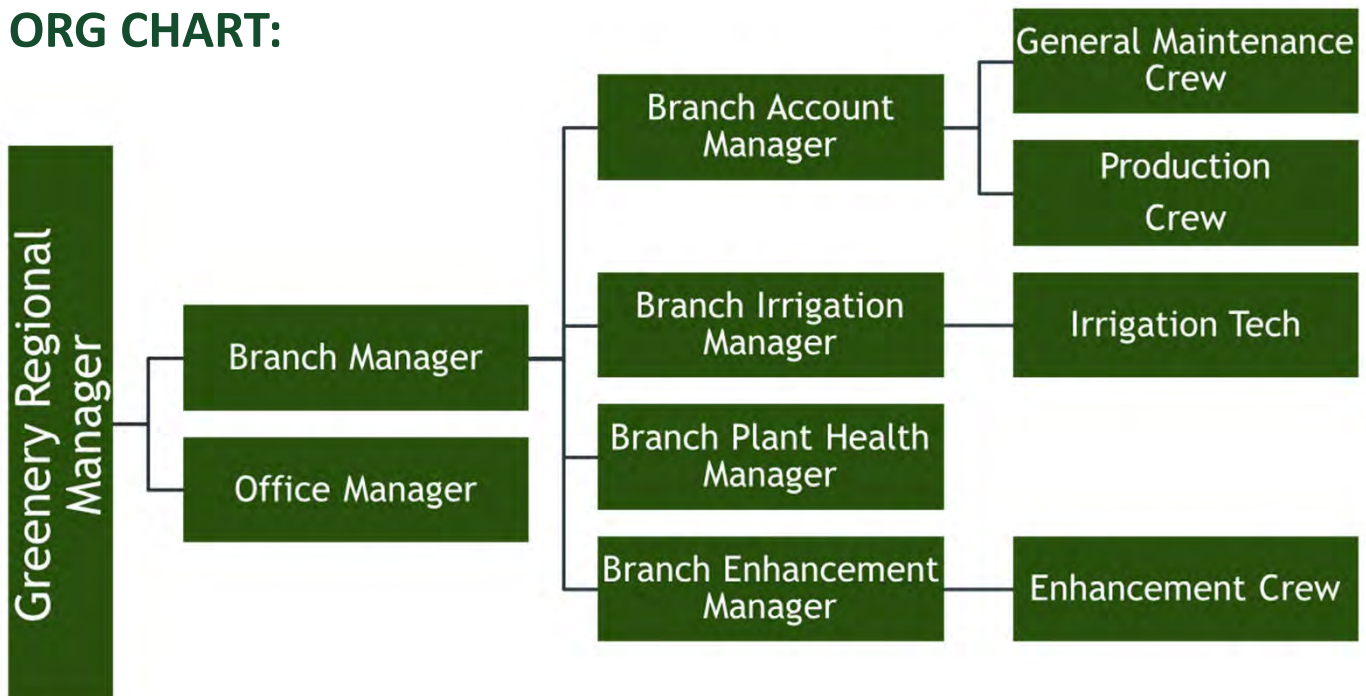
THE GREENERY'S PROPOSED STAFFING LEVELS

Minimum staffing requirements shall be followed as called out in the Scope of Services.

STAFFING:

- May 1 to September 30: 5 Team Members to include 4 crew members and 1 leader, 8 hours a day, 2 days a week, weekly.
- October 1 to April 30: 4 Team Members to include 3 crew members and 1 leader, 8 hours a day, 2 days a week, bi-monthly.

ORG CHART:



RESPONSIVENESS

THE GREENERY'S PLEDGE TO BE RESPONSIVE TO BARTRAM SPRINGS CDD

A key value to The Greenery is full-circle communication with our clients. This means we listen to your needs and respond in a timely manner, never leaving you waiting for a call or email back.

Your Dedicated Client Relationship Manager will be your single-point of contact for all issues that arise, or questions you may have. You will work directly with him to handle all ongoing maintenance questions you may have. And as those landscaping, fertilization and irrigation issues, projects or needs arise during our partnership, he will communicate and ensure those items are ticketed, tracked and completed by the crews.

OUR RESPONSE RATE:

- Your CRM will always respond to your needs within 24 hours.
- Any urgent issues will be resolved in 24 hours (for example: irrigation breaks, safety issues, etc.).
- And any issues that can be resolved during your next service will be ticketed for tracking and delineated down to your Crew Leader – who will instruct the crew on the task at hand during your next service.



RESPONSIVENESS THROUGH REPORTING

BARTRAM SPRINGS CDD

COMMUNICATION VIA REPORTING

QUALITY CONTROL INSPECTIONS

- Your dedicated Client Relationship Manager (CRM), a qualified representative from the The Greenery, will accompany the district representative on monthly quality inspections.
- Any deficiencies within the scope of service shall be corrected with 7 days of each inspection.

REPORTING

- A customized written report will be completed and submitted 10 days prior to the monthly CDD Board of Supervisors meeting outlining the anticipated work schedule for the following month.
- This report shall indicate fertilization and pest control schedules, irrigation run schedules as well as special projects needing attention.

ATTENDANCE AT MEETINGS

- Upon request of the District, team members from The Greenery, Inc. are available to attend regularly scheduled District meetings.

LICENSURE

- The Greenery, Inc. will continue to maintain the appropriate licensure for business operation within St. Johns County, Duval County and the State of Florida.
- This includes irrigation licensing, pest control licensure and applicable business license.



RESPONSIVENESS THROUGH REPORTING

CUSTOMIZED REPORTING

- Your Dedicated CRM will complete all required reporting for the community.
- We will work with you to determine the reporting you would find most beneficial, and ensure it is completed on time, every time.
- We can provide monthly reporting for things such as plant health, recommendations to improve the community, or any other items that you find valuable to track.

SCHEDULE OF SERVICE DELIVERY

- You may also like the option to be provided with calendars of upcoming service dates, so that you can alert the community of when they can expect to see services being performed in their area. For example, which day of the week they can expect mowing, which week to expect shrub pruning, when to expect any type of fertilizer or weed treatment to be applied, and when they will see fresh mulch being installed.
- Your Dedicated CRM will also be on hand to handle all property walks and meetings, as you require. He will make himself available for these types of meetings to ensure great communication which is seamless.

Barony Marriott Vacation Club Monthly Landscape Report
June-18

the greenery, inc.
— EMPLOYEE OWNED —

Barony Beach Club 18218	Fully Filled Intersection	Guard Check-It	Garden Side Court yard	Ocean Side Court yard	Ocean Side Pool	Beach Access	Parkinglot garden side	Parkinglot Ocean side	Left & Right side of Ocean Villas
1 Check Irrigation Settings	Y	Y	Y	Y	Y	Y	Y	Y	Y
2 Reset Irrigation Settings	Y	Y	Y	Y	Y	Y	Y	Y	Y
3 Turf Maintenance(mowing, trimming, edging)	N/A	Y	Y	N/A	Y	Y	N/A	Y	Y
7 Pruning Ornamentals	Y	Y	Y	Y	Y	Y	Y	Y	Y
8 Ornamental Fertilization	N	Y	N	Y	Y	N	N	Y	N
9 Turf Insecticide / Fungicides	N	Y	Y	N	Y	Y	N	Y	Y
10 Herbicide Applications	Y	Y	Y	Y	Y	Y	Y	Y	Y
12 Spray / Fertilize Annuals	Y	Y	N/A	Y	Y	N/A	Y	Y	N/A
13 Pre-emergent Herbicide	N	N	N	N	N	N	N	N	N

Goals for July:

- Replace folly field intersection battery valve with Bluetooth node
- Continue touching up pinestraw when needed in high traffic areas.
- Add new plant material to the planters at the heated pool.
- Complete pruning of all shrubs on Garden Villa side of property.
- Finish the new install of the parkinglot expansion job.

Inspect for problems / special needs:

- Foot traffic issue damage on turf near bike racks (left side of ocean villas)
- Irrigation timer adjusted (1hr sooner) to help with grounds water pressure
- Ocean side trimming will be complete within 1/2 a week.
- Continue checking irrigation for Gender Boxes as the Guest tend to shift and move them causing issues.

Completed Improvement projects:

- Parkinglot expansion project underway. Scheduled for completion in July.
- Palm tree trimming completed.

Recommendations / remarks:

- Need to replace turf in areas along sides of Live Oak and Bayberry buildings. Damages caused by excessive foot tra
- Recommend replacing all remaining Battery Valves with New Bluetooth Nodes.
- Continue hand watering flower beds at both Guardhouse and Parkinglot areas till Construction has finished.
- Re-visit landscaping around new propane tanks.

Pine Straw Used

100%
80%
60%
40%
20%
10%
5%

Woody Hostler
The Greenery, Inc. Jun-18 Date:

ANNUAL SERVICE CALENDAR FOR MAINTENANCE & ANCILLARY ITEMS

EXAMPLE OF SCHEDULE:

- SEASONAL COLOR ROTATION
- MULCH INSTALLATION
- PALM PRUNING
- IRRIGATION WET CHECK
- ORNAMENTAL FERTILIZATION
- TURF FERTILIZATION



REPORTING

SITE AUDIT: MONTHLY QUALITY INSPECTION REPORT



the greenery, inc.[®]

— EMPLOYEE OWNED —

SITE AUDIT EXAMPLE

DATE: 01/01/2024

12 Items Identified



WOOD LINES

Assigned To Crew

When we trim wood lines, please re-move limbs. Haul off debris and do not throw back into preserve area.



WEEDS IN BAHIA

Bahia weed treatment is not in contract. We have done in past to help with complaints. Can provide proposal for this service, if you would like.



GRASSES OVER GROWING BENCH

Assigned To Crew Leader
Please have these grasses clipped back to avoid over-growth and interference with people sitting on bench.



BENCH ACROSS FROM SUMMER BREEZE

Need to trim grasses off of bench and trash can. Propose new mulch. Propose other plant material options for this area.



VILLE COMMON AREA

Assigned To Crew Leader

Reestablish bed line and push wood line back during next service.



PUSH BACK WOOD LINE

Assigned To Cui Trees Down

Will add to schedule in the winter - typically a winter season job for health of plant material. (Oct/Nov)

REPORTING

SITE AUDIT: MONTHLY FIELD REPORT PAGE EXAMPLE

	<p>KEEP VINES AND BRANCHES OFF OF BRIDGES AND STRUCTURES Assigned To Crew Leader Work to trim back vines in growing season and to remove in winter months.</p>		<p>REMOVE DEBRIS THAT IS CUT Assigned To Crew Leader Haul off cut plant materials as shown here.</p>
	<p>CLEAN BRIDGES UP Assigned To Crew Leader Ensure property weed treatment applied to pavers. Cut back plant growth off of bridge. Schedule winter hard cut of plant material.</p>		<p>PROPOSAL FOR NEW SOD? Is a proposal needed to replace the sod that the homeowner demolished while installing pool?</p>

PUNCH LIST EXAMPLE: UPDATED WEEKLY OR MONTHLY, AS REQUIRED



PUNCH LIST FOR EXAMPLE COMMUNITY

Task	Date Rec	Status	Notes
Annual Flowers	5-Sep	Proposal needed	Need to propose flowers for entrances
Weeds in beds	5-Sep		Weeds around cord grass beds for the ponds
Hedges Need Trimmed	5-Sep	In Progress	Society Garlic and most Iropepetalum have been trimmed. Will start on Viburnum next
Proposal for Replacement	5-Sep	Proposal needed	Blue daze or color where Arboeicola was removed
Willow Creek Entrance	5-Sep		A pot hole or dip has formed, and may be a safety issue. Need to fill in.
Mow Pond 12	31-Aug	In Progress	Planned to be cut by Sept 6th
Clean up Curbline	29-Aug		I can send a proposal for this. Or we can tackle it in the winter when we have more time for detail work.
Weeds in Gutters	29-Aug		We cannot spray these and the only ladders we have that could reach this would likely dent the or damage the gutter. How would you like us to more forward?
Grand Lawn	29-Aug		Need to inspect, but I thought this was on of the areas that was going to be reinspected for the grade as it holds water and the drains are set too high?
Mow Pond 5	29-Aug	In Progress	Planned to be cut by Sept 6th
15 Pine Trees behind Garden Ct.	25-Aug	Completed?	Trees were dropped and left, as proposed. Home owner was worried about trees falling on house, now does not like the debris. We cnot remove ebris fromnatural areas.
Tree @ 364 Lone Cypress	23-Aug	Completed	Asked to remove, but was still alive, so we replanted it.


They do not seem to be endangering anyone or anything. Would you like a proposal

REPORTING

MONTHLY IRRIGATION REPORT EXAMPLE

IRRIGATION AUDIT REPORT EXAMPLE

Job Number: office Condoes
 Controller Name: Skinner office
 Date: 9-11-23 Page #: _____ of _____



Start Times:	Seasonal Adjust:	Run Days:	Checked Weather Sensor:
Program A: <u>1a:00pm</u>	<u>10x</u>	% <u>MTWTFSS</u>	<u>Yes</u> No
Program B		% <u>MTWTFSS</u>	<u>Yes</u> No
Program C		% <u>MTWTFSS</u>	
Program D		% <u>MTWTFSS</u>	

Controller Make & Model: Hunter ICC 2
 Controller Status: Working Not Working
 POC Info: Potable Reclaim Well Lake
 Pump Status & Type: PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Information:

Zone Number:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotar, MP, Drip, Bubble:	<u>5</u>	<u>5</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Annuals, Shrub, Turf:	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>	<u>+</u>
Run Time (Program A):	<u>10</u>	<u>15</u>	<u>15</u>	<u>10</u>			<u>15</u>		<u>10</u>	<u>15</u>	<u>10</u>	<u>10</u>	<u>15</u>	<u>10</u>	<u>15</u>	<u>15</u>
Run Time (Program B):																

Zone Faults or Alarms

Maintenance Repairs

Dugged Nozzles

Head Straightened/Adjusted

Billable Repairs or Upgrades

Head Broken - 5" spray

Head Broken - 12" spray

Head Broken - 5" rotar

Head Broken - 12" rotar

Broken Rise

Drip line

Nozzle - MP rotator

Severe Line Clog

Lateral line Break

Relocation

Head Raised or Lowered - Turf

Head Raised or Lowered - Shrub

Damaged Valve Box

Valve - Inoperative/Sticking

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Additional Comments _____

REPORTING

FERTILIZATION PROGRAM REPORT EXAMPLE



FERTILIZATION REPORT EXAMPLE

COMMUNITY NAME: _____

DATE: _____ TECH NAME: _____

- January/Winter Application:** Winter potassium fertilizer to strengthen root system through the dormancy state. Blanket pre & post emergent herbicides to control & prevent cool season weed varieties. Contact insecticide for surface insects & spot treatment for any fungus or disease.
- February/Winter Transition Treatment:** Pre & post emergent herbicide application for control & prevention of weeds common with season change. Mild fertilizer with slow-release nitrogen to promote growth as turf comes out of dormancy along with contact insecticide for any nuisance pests.
- March/Early Spring Application:** Slow-release nitrogen with micro-nutrients to promote growth from winter transition. Pre & post emergent herbicides for control & prevention of seasonal weeds. Contact insecticide for any nuisance pests.
- April/Spring Application:** Balanced fertilizer blend with micro-nutrients to promote growth, color, & health. Blanket pre & post emergent herbicides for control & prevention of seasonal weeds. Insecticide to control surface insects & nuisance pests.
- May/Late Spring Application:** Balanced fertilization with micro-nutrients to promote growth, color, & health. Blanket pre & post emergent herbicides for control & prevention of seasonal weeds. Insecticide for control of any lawn damaging insects.
- June/Spring-Summer Application:** Liquid fertilizer with Iron to stimulate growth & color. Blanket insecticide for control lawn damaging insects. Post emergent herbicides to control broadleaf & grassy weeds.
- July/Early Summer Application:** Liquid fertilizer with Iron to stimulate growth & color. Blanket insecticide for lawn damaging insects. Contact & systemic herbicides for control of broadleaf & grassy weeds.
- August/Summer Application:** Blanket contact & systemic insecticide to control & prevent lawn damaging insects. Liquid fertilization with Iron to promote color & growth. Post emergent herbicides for seasonal broadleaf & grassy weed varieties.
- September/Late Summer Application:** Balanced fertilizer with micro-nutrients to stimulate growth, color, & health. Blanket weed controls for broadleaf & grassy weed varieties. Contact & systemic insecticides to control & prevent lawn damaging insects. Spot treatments for any active fungus or disease.
- October/Early Fall Application:** Balanced fertilizer with micro-nutrients to promote growth, color, & health in preparation for the cool season. Blanket insecticide for lawn damaging insects & post emergent herbicides to control broadleaf & grassy weeds. Spot treatment for any active fungus or disease.
- November/Fall Application:** Balanced nitrogen & potassium fertilizer blend to promote growth, color, & health in preparation for the winter season. Blanket weed & insect controls for late fall pests. Treatment for fungus & disease if needed.
- December/Fall-Winter Application:** Winter fertilizer blend to strengthen root system through dormancy state. Blanket pre & post emergent herbicides for control & prevention of cool season weed varieties. Insecticide for surface insects & nuisance pests. Spot treatments for fungus or disease issues.
- Mole-Cricket Prevention/Control:** (May) Top Choice granular insecticide application. Provides up to 4-month control & prevention of Mole-Cricket insects and one year control of Imported Fire-Ants.
- Mole-Cricket Prevention/Control:** (August) Combination insecticides for control & prevention of Mole-Cricket insects. This application will provide up to 3 months control & suppression of these pests. (Bermuda/Zoysia Only)
- One Year Fire-Ant Control:** Top Choice granular insecticide, for one year control of imported fire-ants, & four-month control of other nuisance ants, ticks, fleas, & mole-crickets.

NOTES:

SERVICE CALENDAR

CALENDAR EXAMPLE

ANNUAL SERVICE CALENDAR FOR MAINTENANCE & ANCILLARY ITEMS

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

EXAMPLE OF SCHEDULE:

LANDSCAPING MAINTENANCE

OCCURS IN MONTH SHOWN:

SEASONAL COLOR ROTATION

MULCH INSTALLATION

PALM PRUNING

IRRIGATION WET CHECK

ORNAMENTAL FERTILIZATION

TURF FERTILIZATION



REPORTING

Monthly Horticultural Services Calendar EXAMPLE

Turf Maintenance	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Site Visit & Clean-up	X	Weekly In Season. Bi Weekly off season												365
Mow & Line Trim Service		x	x	x	x	x	x	x	x	x	x	x	x	44
Edge Drives and Walks		x	x	x	x	x	x	x	x	x	x	x	x	26
Edge Plant Beds		x	x	x	x	x	x	x	x	x	x	x	x	26
Fertilize Turf (high profile turf)			x		x		x		x		x		x	6
Pre-emergent Weed Control Turf			x											1
Post-emergent Weed Control Turf	X													
Turf Disease Monitoring	X													2
Shrub & Bed Maintenance	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Trim Ornamentals	x													0
Weed Ornamental Beds	x													0
Edge Ornamental Beds	x													0
Ornamental Fertilization			x							x				2
Pre-emergent Weed Control			x											1
Post-emergent Weed Control (Round-up)	x													0
Tree Maintenance	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Trim Crape Myrtles			x											1
Safety Inspection & Pruning (up to 14' trees)													1	1
Sight Line and Clearance Pruning (to 12' height)													1	1
Trimming Trees & Palms (up to 14' trees)								x						0
Irrigation System	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Trouble Shoot System		x	x	x	x	x	x	x	x	x	x	x	x	12
Seasonal Flower Beds	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Flower Bed Change Out				x			x			x			x	4
														0



FREEZE PROTECTION

FREEZE PROTECTION ABILITY

The Greenery, Inc. can provide frost-cloth, outside of the contract price, as needed, but this typically only lessens the impact of frost by a couple of degrees and is not a guarantee against frost damage, especially over a long period of time under a freeze. We would work with the community to ensure the CDD irrigation is not running during the anticipated hard-freeze, as predicted. Our Plant Guarantee is as follows: The Greenery, Inc. guarantees all plantings we supply and install for one year that are covered under an automated irrigation system and maintained under a continuous maintenance agreement by The Greenery, Inc. This guarantee does not apply to plants that are lost due to abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freeze, neglect, nor Acts of God. We understand last winter's freeze was an Act of God, and unfortunately for many communities, there was little that could be done to protect the types of plant material used across most of North Florida - as many species planted here in common landscaping designs are not freeze tolerant plants (especially under a lengthy freeze).



EXPERIENCE

Experience with Similar Projects | Local Client References | Key Client List | Technology | Sustainability



FULL-SERVICE LANDSCAPE PROPOSAL



LANDSCAPING MAINTENANCE | IRRIGATION | FERTILIZATION | SEASONAL COLOR | MULCH/PINESTRAW | PALM TREE PRUNING

LOCAL REFERENCES

St. Johns Forest (3+ Years)

Janice Eggleton Davis, District Manager
904-229-6139
janice.davis@inframark.com
Includes: Landscaping maintenance, Irrigation, Fertilization & Pest Control, Plantings, Seasonal Color/Flowers

Wildlight (5+ Years)

Roger Kintz, Maintenance Supervisor
904-776-6027
rkintz@ccmcnet.com
Includes: Landscaping maintenance, Irrigation, Fertilization, Pest Control, Plantings, Construction

Grand Oaks (1 Year)

Rebekah Scroggins
Inframark
407-566-2018
rebekah.scroggins@inframark.com
Includes: Landscaping maintenance, Irrigation, Fertilization & Pest Control, Seasonal Color

Sea Chase (3+ Years)

Michael Shumrak, LCAM
Amelia Island Management
904-583-6741
michael.shumrak@omnihotels.com
Includes: Landscaping maintenance, Irrigation, Fertilization & Pest Control, Plantings, Seasonal Color/Flowers

Amelia National (3+ Years)

Dee Belet, Community Association Manager
Leland Management
DBelet@lelandmanagement.com
904-219-2751
Includes: Landscaping maintenance, Irrigation, Fertilization & Pest Control, Plantings, Seasonal Color/Flowers

North Hampton (3+ Years)

Virginia "Cookie" Willis
Chair, Lakes & Landscape Committee
904-206-3895
cwillis3@yahoo.com
Includes: Landscaping maintenance, Irrigation, Fertilization & Pest Control, Plantings, Seasonal Color

Omni Amelia Island Plantation Resort (5+ Years)

Joshua Summers, Report Manager
904-321-5055
joshua.summers@omnihotels.com
Stephen Monticone, Area Director of Engineering
435-659-6148
stephen.monticone@omnihotels.com
Includes: Landscaping maintenance, Irrigation, Fertilization & Pest Control, Plantings, Seasonal Color

Amelia Island Plantation Community Assoc. (5+ Years)

Matt Falcey, Director of Facilities
386-299-0280
mfalcey@aipca.net
Includes: Landscaping maintenance, Irrigation, Fertilization & Pest Control, Plantings, Seasonal Color

Cumberland Harbour Property Owners Association

Mathew Reid, Community Manager
FirstService Residential
912-576-5602
mathew.reid@fsresidential.com
Includes: Landscaping maintenance, Irrigation, Fertilization & Pest Control, Plantings, Seasonal Color





KEY CLIENTS

wildlight

OMNI RESORTS
amelia island | florida

Amelia Island Plantation 
Community Association

Cumberland
Harbour



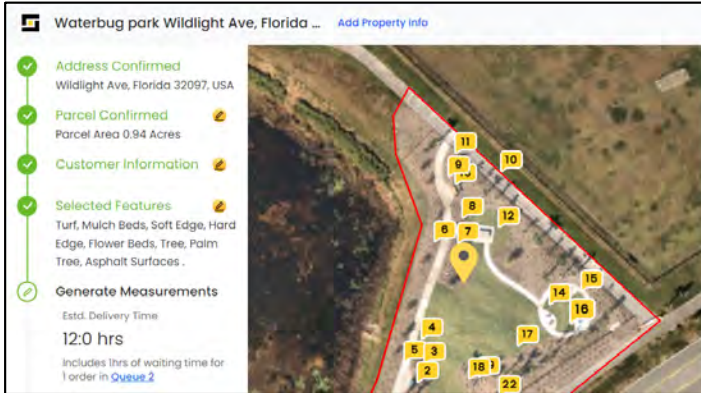
Hilton Head



Daytona Beach



TECHNOLOGY

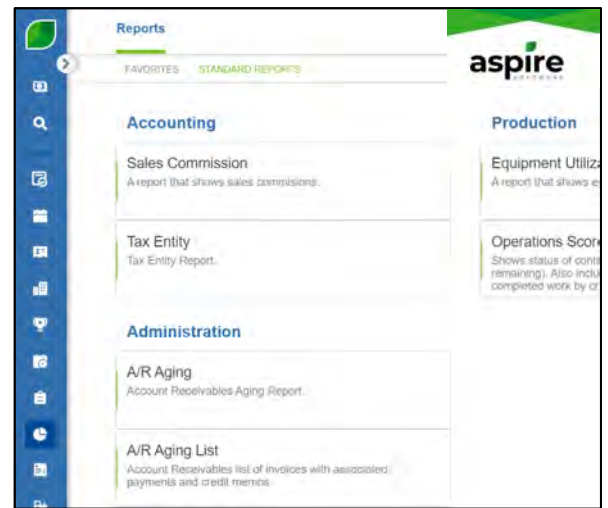


MAPPING

We use state-of-the-art landscaping mapping technology which allows us to properly measure and constantly find the most efficient ways to maintain your community.

SOFTWARE

The Greenery stays on the cutting-edge of the newest software platforms created to help landscaping companies operate efficiently and effectively. We utilize the full build-out of the industry leading Aspire technology platform. This system allows us to do everything from quoting client proposals, to tracking time and efficiencies on property, as well as utilize work order ticket tracking for maintenance requests.



HARDWARE

Our teams are equipped with the latest smartphones and tablets to remain connected at all times. This allows for real-time interactions with crews while on your site, as well as operational efficiencies, such as time-tracking which ensures you are being provided the right number of team members for the right amount of time on your property each week.



AND BEYOND!

The Greenery is an industry leader in adopting and adapting to changes in landscaping equipment and technology. We utilize electric powered equipment and have autonomous landscaping equipment on many of our properties. These help reduce noise pollution, save time and help save precious fossil fuels.

SUSTAINABILITY

SUSTAINABILITY PRACTICES

At The Greenery, our sustainability practices enable us to meet our client's landscaping needs without compromising the next generation by preserving our natural heritage and conserving natural resources. We accomplish this by working with the longevity of our environment in mind. Below are a number of ways we practice this every day.



LIMITING HARMFUL CHEMICALS

- Whenever possible we utilize mechanical methods of vegetation removal (e.g., electric mowers or hand cutting with powered weed trimmers) rather than applying herbicides.
- Utilize hand weeding where practical, versus chemical weeding.
- Mulching mowers may be recommended for certain flat areas to revitalize the turf with natural vegetative fertilization.
- Finding options for selective vegetative planting using low maintenance grasses and shrubs.
- Collect pruning waste, tree trimmings, and shrub trimmings to chip or mulch if necessary, and use as a natural mulch or compost.
- Retain and/or plant selected native vegetation whose features are determined to be beneficial, where feasible. Native vegetation usually requires less maintenance (e.g., irrigation, fertilizer) than planting new vegetation.

PRACTICE WATER MANAGEMENT

- Follow the St. Johns River Water Management District Best Practices.
- Understand that a water-efficient landscaping helps save water resources.
- Where practical, use automatic timers to minimize runoff.
- Engage in the use of mechanisms that reduce water flow to sprinkler heads if broken.
- Apply water at rates that do not exceed the infiltration rate of the soil.
- Encourage use of low water use groundcovers when planting or replanting.

ALTERNATIVE FUEL EQUIPMENT

- We have invested in a number of alternative fuel equipment items, including electric mowers, trimmers, etc.
- The utilization of alternative fuel helps us to reduce our fossil fuel usage, along with improve our carbon footprint.

SCOPE OF RFP

SCOPE OF SERVICES | SPECIFICATIONS FROM RFP | MAPS | BEST PRACTICES
RECOMMENDATIONS | TIMELINES | COMMUNICATION | REPORTING



FULL-SERVICE LANDSCAPE PROPOSAL



LANDSCAPING MAINTENANCE | IRRIGATION | FERTILIZATION | SEASONAL
COLOR | MULCH/PINESTRAW | PALM TREE PRUNING

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Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

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IRRIGATION SYSTEM. L]ZÄdcigVXidgÄVaaÄheZXVÄYÄhiÄZÄgg^Vi^duÄhiZbÄdbedcZcihÄ il^XZÄdci]anÄYjg^c\Ä]ZÄgdI^cÄ hZVhdSÄeg^aaÄGXidWZgÄÄcYÄcXZÄÄdci]Ä Yjg^c\Ä]ZÄ YdgbVciÄZVhdSÄdkZbWZgÄÄEVgX]Ä)Ä]^hÄ]VaaÄXajYZÄÄ]ZÄm^hi^c\Äg^Vi^duÄhiZbh)Ä]ZÄ ^gg^Vi^duÄhiZbÄjbbVgnÄiVWadÄÄdcigdaaZgbdÄZhÄcYÄadXhÄVgZÄgdk^YZYÄÄ]ZÄdcigVXidgÄ]ZgZ^c)ÄaaÄgdi^cZÄZgV^gh]VaaÄZÄXajYZVÄÄVgicÄ]ZÄXdcigVXiZVÄdjci6ÄnnhiZbÄciZg^inÄ gZeV^gh]VÄgZÄaViZÄÄ]ZÄc[gVhigjXijgVÄiÄg^inÄ]ZÄgg^Vi^duÄhiZbÄ]VaaÄZÄdgcXÄri]ZÄ Y^hig^X]ÄjaYÄdcigVXidgÄkZÄÄ^hVgZZbZÄWÄdji]ZÄVijgZÄ]ZÄgZeV^g]ÄÄdcigVXidgÄVaaÄ ldg^Äl^i]Äi]ZÄ<^hig^XiÄVcYÄ^ihÄ<Zh^cZZÄ^cÄddYÄ]ZÄh]Ä]ÄgZÄÄkZZbZci)ÄÄ

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L]ZAXdcigVXidgAVgZZhAidAcZgkAVZAAYZ[^cZYAA^cZ]ZAVZadZAA d[A]jXq]AYAVgZVh)AL]^hA
^hAdcZAA[VX^a^iViZAX]Vc^XVZA^c^Ad[A]ZhZAVgZVb)AY^i^cVaan^AcigVXidg]VaaAgdeZganA
igZcX]AVaaAWZYa^cZhAVY_VXZciAidAXdcXgZiZAhjg]AVXW]AlrgZcZ]ZAAAc]VAVZkZaZY)AEjaX]ZY
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eZgb^hh^WaZ)AA

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. The contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out all mulching events.

PART 6
ADDITIONAL REQUIREMENTS

QUALITY CONTROL INSPECTIONS - 9 AjVa^[^ZYAgZhZciVi^lgZAA]ZAdcigVXidg#hAgbA
h]VaaAXXdbeVcn]ZAY^hig^XigAgZhZciVi^kZAAbdci]anAfjVa^inAcheZXi^dcl)AcAAYZ[^X^ZcX^ZhA
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REPORTING (A Ag^iiZcAgZedgh]VaaAWZAdbeaZiZVAh]Wb^iiZYAAVnleAgdgAdA]ZAbdci]anA
;<<A :dVgYA]AKjeZgk^hdgbAZi^c^Adjia^c^c^A]ZAVci^X^eViZdgA AX]ZYjaZAgA]ZAdaadl^c^A
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VhAlZaaAVhAheZX^VaAegd_ZXihAcZZY^c^AViiZci^dc)A

BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
FIRST ADDENDUM
TO REQUEST FOR PROPOSALS
FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO: All Respondents
FROM: Jim Oliver, District Manager
DATE: December 29, 2023

This First Addendum to the Bartram Springs Community Development District (“**District**”) Request for Proposals for Landscape and Irrigation Maintenance Services (“**RFP**”) addresses questions raised about the RFP and extends the due date for responses. Please acknowledge receipt of this Addendum by e-mail only to Jim Oliver at joliver@gmsnf.com.

New Submittal Date

Date for submission is moved from January 4, 2024 at 10:00 am to **January 12, 2024 at 10:00 am** at the same location.

Responses to Questions

- I. **Questions from RFP Informational Meeting:**
 - a. **Request for an Irrigation Zone Map** – An irrigation zone map is not available. A list of 68 zones, 18 of which are nodes, is attached hereto as **Exhibit A**.
 - b. **Are 2 irrigation wet checks required per month in a 30 day audit?** The language of the RFP requires 2, but proposers are encouraged to additionally propose 1 with an explanation of why one adequate.
 - c. **How many Palm Trees require trimming within the contract?** 43 Washingtonian, 32 Medjools
 - d. **What are the annual rotation counts?** This is done quarterly; in November there were 2178.
 - e. **Does the installation of pine straw and mulch require removal of the previous materials?** Yes.
 - f. **Does the District oversee that E-Verify is used for staffing purposes?** The vendor is left to verify all employees it hires.
- II. **Questions Received Outside of the Informational Meeting:**
 - a. **Under 1A) Pond Mowing, it has (32) in parentheses, but there are not 32 ponds highlighted on the map provided. Can you clarify if the map is correct? If your map is correct, it appears to be a total of 21 ponds – this is based on what I counted (see attached map). If there are 11 additional ponds, can you send an updated map to include those ponds?** A Pond Map is attached hereto as **Exhibit B**, which shows 30 ponds (there are 30, not 32).

- b. **Questions were received regarding levels of maintenance within easements and JEA stations.** An Easement/JEA Station Map is attached hereto as **Exhibit C**, shows Drainage Easements in Green, Conservation Easements in Red, and JEA Stations in Blue.
1. **Drainage Easements:** These (4) four areas indicated shall be mowed from the resident property line to the bottom of the berm and/or fence. The mowing frequency will be determined by owner/district representatives. This service shall be accomplished with a bush hog or rotary mower.
 2. **Conservation Easements:** These (28) twenty eight easements shall be mowed from the curb to the edge of the easement. Tree limbs should be kept at the 14' minimum while the bushes trimmed back equal to the edge of the easement. The mowing can be accomplished with a rotary mower and tree limbs with a pruner.
 3. **JEA Stations:** These (4) four areas shall have tree limbs kept at the 14' minimum, shrubs trimmed, and weeds removed. These are maintained at the same frequency that is determined in seasonal and non-seasonal maintenance.
- c. **Can you define what is maintained on the berm out front?** The Cherry Lake berms from the road, over the berm, down to the resident property line are to be maintained.
- d. **Do we maintain JEA Substations on property?** Yes. Information included above in question II(b).
- e. **What count in cubic yards needed for each of the mulch items listed in the RFP? Please provide if you have measurements from previous year's installation.** The RFP requires 3 inches. In the previous year 1 inch was installed but did not provide adequate coverage. The District does not provide a number in cubic yards.
- f. **What is the number of occurrences of each of the types of mulch to be installed during a 1 year period?** Two (2) times per year for all types listed: Common areas, Berms (Cherry Lake Drive/Bartram Springs Parkway, and Bartram Springs Parkway), Dog Park and Playgrounds.
- g. **Can you clarify the last paragraph under mulch that states *"This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. The contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid."* Specifically, is all mulch to be outside of the contract and billed separately?** Yes, mulching costs will be billed outside of the regular monthly billing.

ANY RESPONDENT WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM, INCLUDING EXHIBIT A, SHALL FILE A NOTICE OF PROTEST WITH THE DISTRICT MANAGER, JIM OLIVER, C/O, GOVERNMENTAL MANAGEMENT SERVICES, LLC, 475 WEST TWON PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, IN WRITING WITHIN SEVENTY-TWO HOURS AFTER ISSUANCE OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE

BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
SECOND ADDENDUM
TO REQUEST FOR PROPOSALS
FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO: All Respondents
FROM: Jim Oliver, District Manager
DATE: January 9, 2024

This Second Addendum to the Bartram Springs Community Development District (“**District**”) Request for Proposals for Landscape and Irrigation Maintenance Services (“**RFP**”) addresses questions raised about the RFP and extends the due date for responses. Please acknowledge receipt of this Addendum by e-mail only to Jim Oliver at joliver@gmsnf.com.

New Submittal Date

Date for submission is moved from January 12, 2024 at 10:00 am to **January 18, 2024 at 10:00 am** at the same location.

1. **Can you confirm if the pricing for the Veterans Park annual treatments, Aerification, Fertilization (4 Premomax Granual Apps), Overseeding and Top Dressing (4 times per year) is to be included in the annual contract number we are providing or will this be something that is considered outside of contract?** This is to be considered outside the contract.
2. **Perimeter Bahia – On the original map included with the RFP were several areas along the perimeter of the map marked in blue labeled “drainage easement”. In the addendum (page 9) these areas are not on the map. Can you please clarify what the contractors responsibilities are for these areas and frequency of service?** Please refer to **Exhibit A** attached hereto for cutting areas around the ponds. The areas marked in blue show the approximate area that is to be cut. The frequency of service is as follows: In Season (3/1/24 – 10/1/24) 2 maintenance services per week, 8 cuts per month, and Out of Season (10/2/24 – 2/28/25) 2 bi-monthly maintenance services, 4 cuts per month.
3. **In the Addendum, Section 1e, it states that removal of mulch/pine straw is required before installation. In the RFP, it states that this only applies to the Amenity Center. Please confirm if this is just for Amenity or applies to entire site.** This applies only to the Amenity Center.
4. **“Each susceptible palm shall receive quarterly injections . . . contractor is asked to provide cost per injection (material and labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form.” Clarify if in or outside of contract.** Outside of contract.
5. **The RFP has contradictory wording regarding the costs for repairs. Can you please clarify one of the following:**

- a. **After initial audit repairs, are any additional repairs billable to the CDD at labor and materials.**
- b. **After initial audit repairs, are repairs all-inclusive and the vendor should assume all costs moving forward.**
- c. **After initial audit repairs, are repairs split 50/50 between the vendor and the CDD.**
- d. **Another scenario I have not listed.**

The answer is A, currently all additional repairs are billable to the CDD.

ANY RESPONDENT WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM, INCLUDING EXHIBIT A, SHALL FILE A NOTICE OF PROTEST WITH THE DISTRICT MANAGER, JIM OLIVER, C/O, GOVERNMENTAL MANAGEMENT SERVICES, LLC, 475 WEST TWON PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, IN WRITING WITHIN SEVENTY-TWO HOURS AFTER ISSUANCE OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN NOTICE OF PROTEST OR FAILURE TO TIMELY FILE A FORMAL WRITTEN PROTEST SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO OBJECT OR PROTEST WITH RESPECT TO THIS ADDENDUM.

BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
THIRD ADDENDUM
TO REQUEST FOR PROPOSALS
FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO: All Respondents
FROM: Jim Oliver, District Manager
DATE: January 12, 2024

This Third Addendum to the Bartram Springs Community Development District (“**District**”) Request for Proposals for Landscape and Irrigation Maintenance Services (“**RFP**”) addresses questions raised about the RFP. Please acknowledge receipt of this Addendum by e-mail only to Jim Oliver at joliver@gmsnf.com.

Please Note – The District will not be responding to any further questions about the RFP.

1. On December 31st, I sent in a question that isn’t specifically addressed in Addendum 2. I see the new maps in Addendum 2 (which are great), but still wanted to get clarification on the ponds. If these new maps in Addendum 2 show the only areas around ponds we are responsible for, then these new maps will work. But if there are other areas around other / additional ponds not shown in the new Addendum 2 maps, I’d like to be sure we know exactly what areas need to be covered – and ideally get the missing maps sent over in the next Addendum.

Of the 30 ponds, only the ponds that need maintenance are included. The ponds that do NOT need maintenance are ponds 3,5,8,9,12,13,15,18,19,23, and 24. However, there are maps that show areas of responsibility that are not on pond banks. I.e. the maps labeling easements behind lakes 12,13, 14, 8 , and 27. As well, the Racetrack road map which shows our current responsibility for maintenance.

2. Under #2 on the 2nd Addendum it states that the areas should be serviced 2 times per WEEK. I believe this should be 2 times per Month. Can you please clarify the frequencies for us?

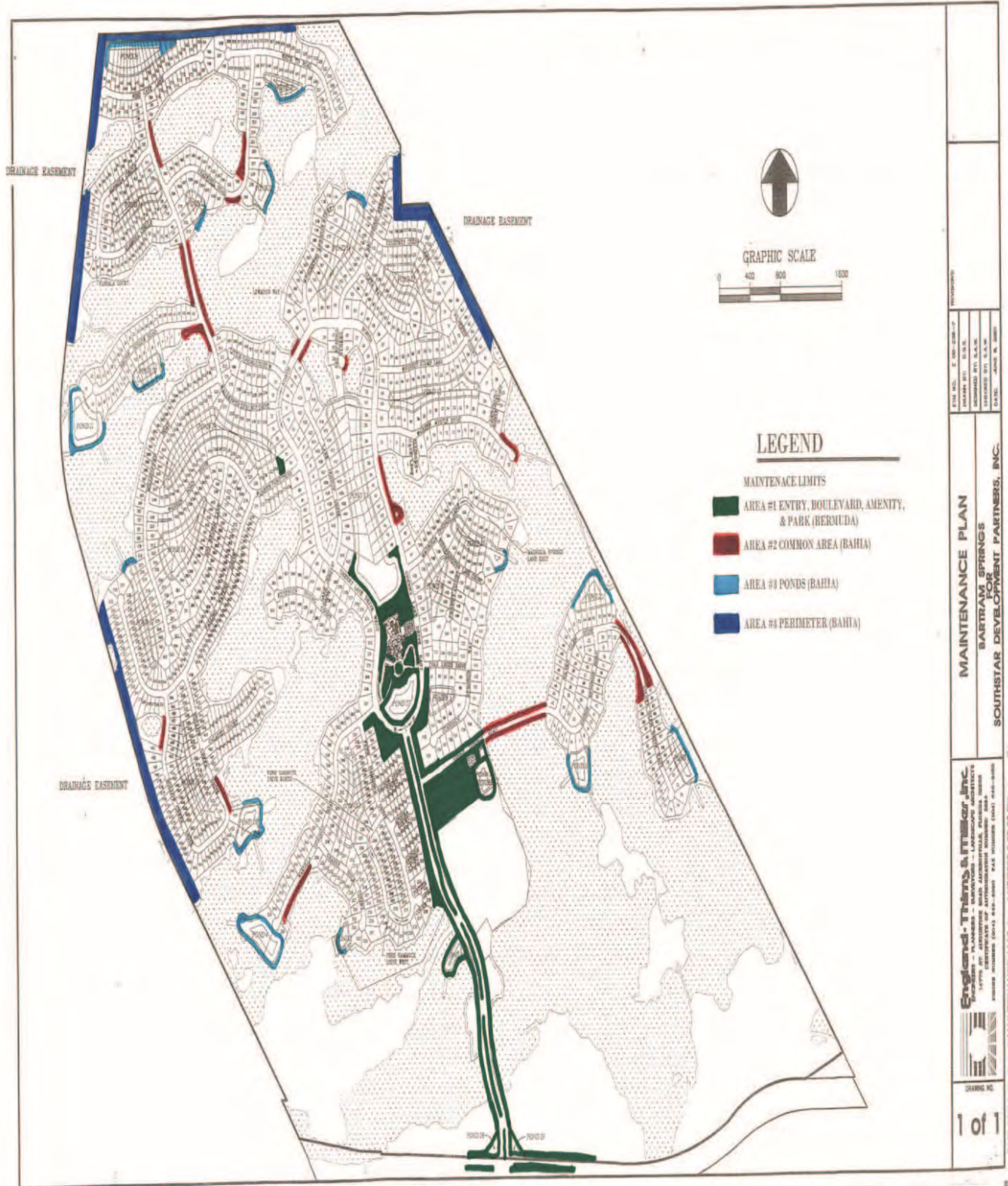
In season (3/1/24-10/1/24) 2x per month

Out of season (10/2/24-2/28/25)- 1x time per month

ANY RESPONDENT WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM, INCLUDING EXHIBIT A, SHALL FILE A NOTICE OF PROTEST WITH THE DISTRICT MANAGER, JIM OLIVER, C/O, GOVERNMENTAL MANAGEMENT SERVICES, LLC, 475 WEST TWON PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, IN WRITING WITHIN SEVENTY-TWO HOURS AFTER ISSUANCE OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN NOTICE OF PROTEST OR FAILURE TO TIMELY FILE A FORMAL WRITTEN PROTEST SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO OBJECT OR PROTEST WITH RESPECT TO THIS ADDENDUM.

CLIENT PROVIDED MAPS

BARTRAM SPRINGS CDD PROVIDED LANDSCAPE MAINTENANCE MAP:



CLIENT PROVIDED MAPS

BARTRAM SPRINGS CDD PROVIDED POND MAP:



CLIENT PROVIDED MAPS

BARTRAM SPRINGS CDD PROVIDED DRAINAGE EASEMENTS, CONSERVATION EASEMENTS & JEA STATIONS MAP:



KEY



Conservation Easements



Drainage Easements



JEA Stations



the greenery, inc.
— EMPLOYEE OWNED —

CLIENT PROVIDED MAPS

BARTRAM SPRINGS CDD PROVIDED MAPS FROM ADDENDUM 2:

Land Development Review



Land Development Review



Land Development Review



Land Development Review



CLIENT PROVIDED MAPS

BARTRAM SPRINGS CDD PROVIDED MAPS FROM ADDENDUM 2:

Land Development Review



Land Development Review



Land Development Review



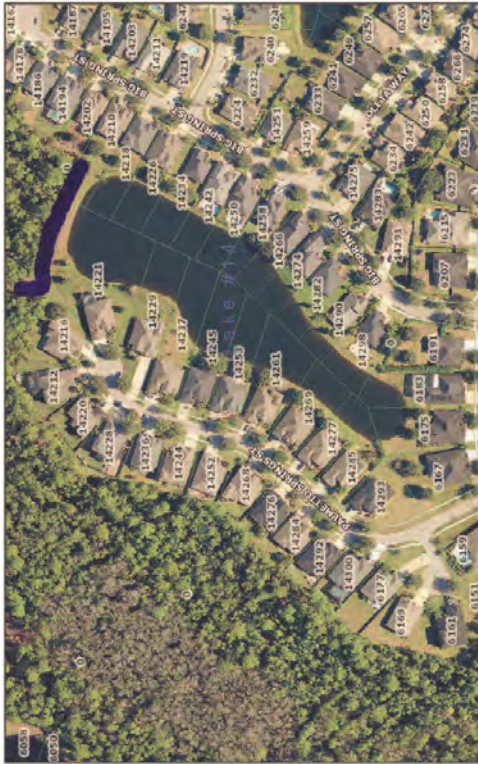
Land Development Review



CLIENT PROVIDED MAPS

BARTRAM SPRINGS CDD PROVIDED MAPS FROM ADDENDUM 2:

Land Development Review



January 3, 2024
Parcels

Land Development Review



January 3, 2024
Parcels

Land Development Review



January 3, 2024
Parcels

Land Development Review



January 3, 2024
Parcels

CLIENT PROVIDED MAPS

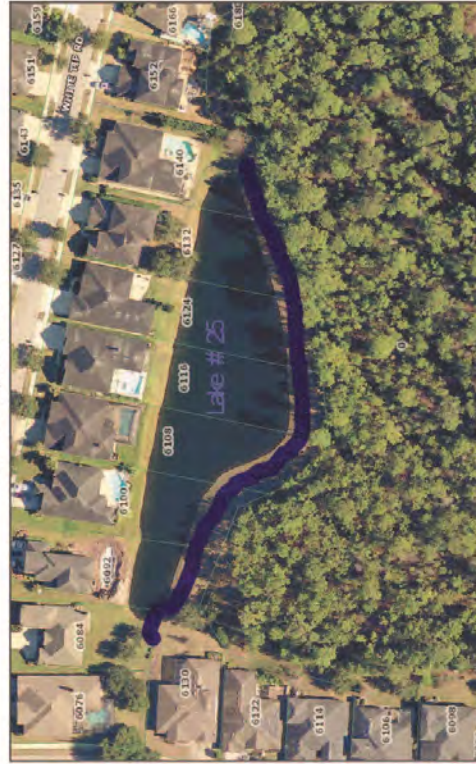
BARTRAM SPRINGS CDD PROVIDED MAPS FROM ADDENDUM 2:

Land Development Review



January 3, 2024
Parcels

Land Development Review



January 3, 2024
Parcels

Land Development Review



January 3, 2024
Parcels

Land Development Review



January 3, 2024
Parcels

CLIENT PROVIDED MAPS

BARTRAM SPRINGS CDD PROVIDED MAPS FROM ADDENDUM 2:

Land Development Review



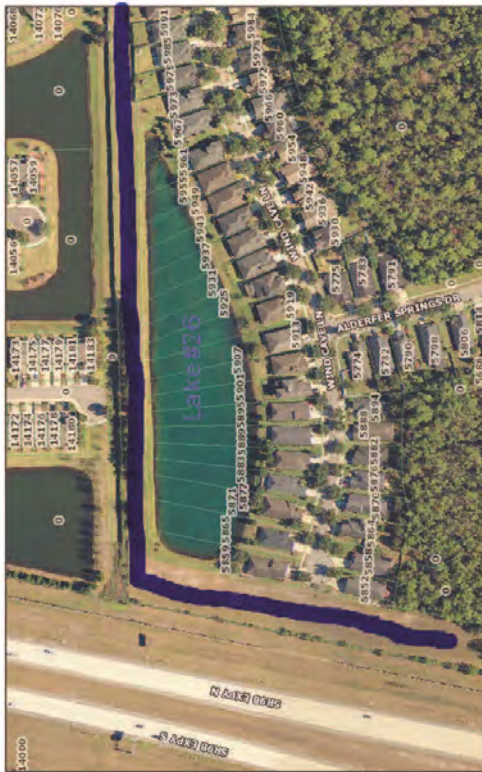
January 3, 2024
Parcels

Land Development Review



January 3, 2024
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Land Development Review



January 3, 2024
Parcels

Land Development Review



January 3, 2024
Parcels

CLIENT PROVIDED MAPS

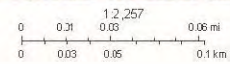
BARTRAM SPRINGS CDD PROVIDED MAPS FROM ADDENDUM 2:

Land Development Review



January 3, 2024

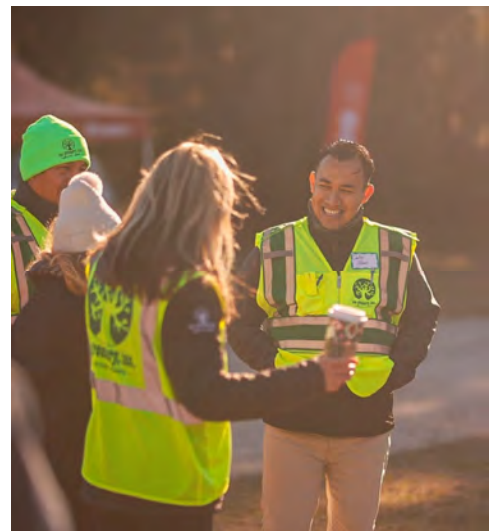
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NARRATIVE DESCRIPTION

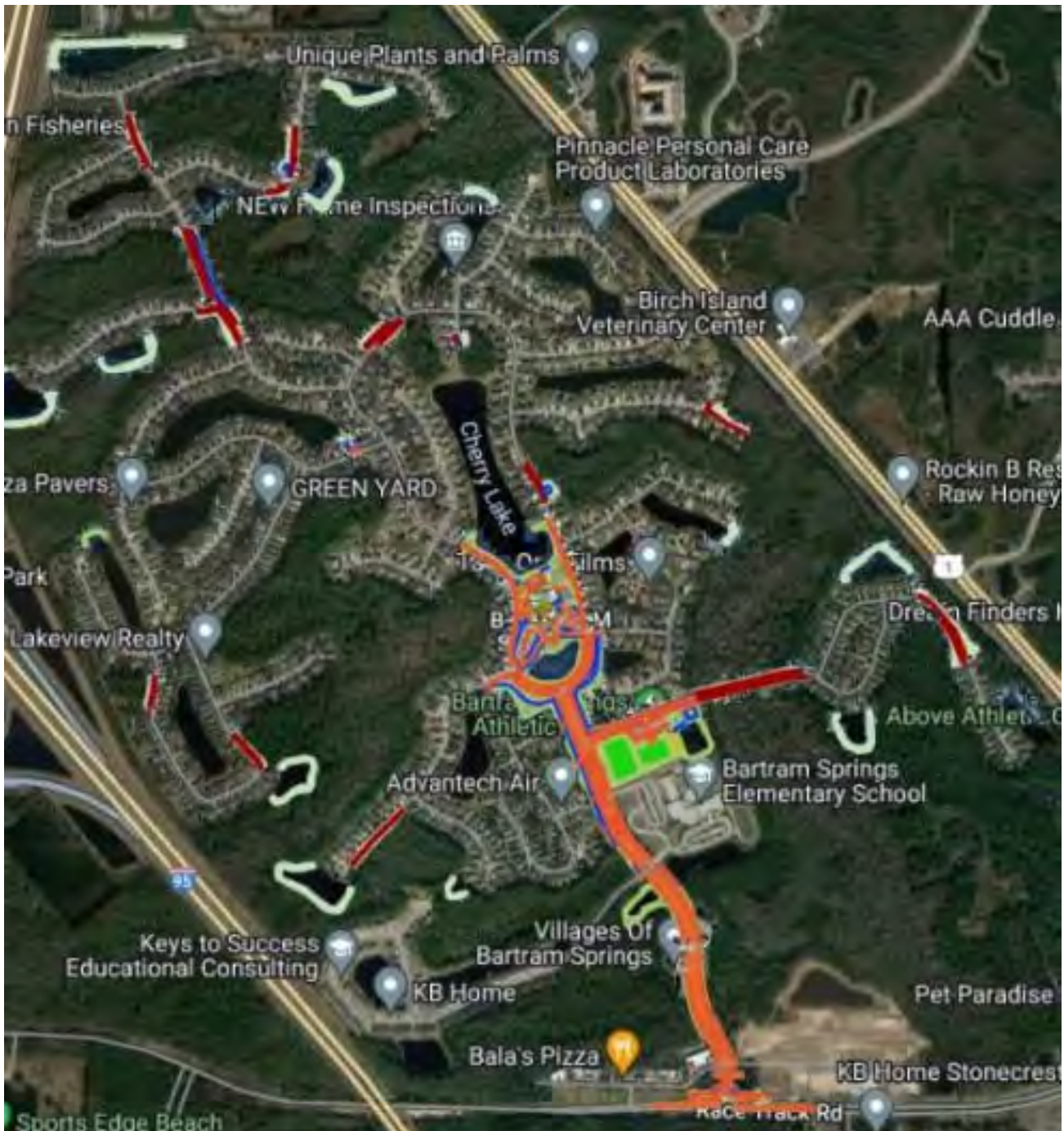
FOR THE GREENERY'S APPROACH TO PROVIDE SERVICES AT BARTRAM SPRINGS CDD

- The Greenery understands the Scope of Services as laid out in the Project Manual for Bartram Springs CDD.
- The Greenery will provide the correct number of qualified staff members to complete the full scope of work, as required in the RFP.
- Our teams will follow the set production maps to ensure efficiency and completeness of contract during each visit.
- We will create the required reporting for Bartram Springs CDD and supply all reporting by deadline each month – including plant health and insect inspections and reporting, as required in the Scope of Services.
- We will follow the set calendar of days of service – we promise to be there when we say we will.
- We will ensure the right number of team / crew members are on site during each service.
- Issues, questions and weather adjustments that may be required to be reported or noted during the contract period will be done so in a timely and professional manner.
- All required meetings with management and staff at Bartram Springs CDD will be attended by The Greenery personnel – specifically your assigned Client Relationship Manager, and other managers and team members will join, as required (i.e., Irrigation Manager, Plant Health Services Manager, Branch Manager, Production Manager, etc.).



OPERATIONAL PERFORMANCE MAPS

BARTRAM SPRINGS CDD LANDSCAPE MAINTENANCE MAP 1 OF 2:



The Greenery's Service Areas are: Highlighted as Shown

OPERATIONAL PERFORMANCE MAPS

BARTRAM SPRINGS CDD LANDSCAPE MAINTENANCE MAP 2 OF 2:



The Greenery Service Areas are: Highlighted as Shown

What Happens in the FIRST 90 DAYS

TIMELINE AT BARTRAM SPRINGS CDD:

WE UNDERSTAND HOW IMPORTANT COMMUNICATION IS TO YOU, AND WE WILL MAKE THIS A TOP PRIORITY MOVING FORWARD!



COMMUNICATION

- Meeting with Client Relationship Manager and crew leader
- Site walk together
- Prepare and present the site / irrigation inspection report
- Recommendations and enhancement proposals

AUDIT IRRIGATION

- Check the system and all components for proper operation
- Sample the soil and adjust watering schedule as needed
- Report and recommend required repairs and upgrades

SAFETY REVIEW

- Identify and recommend solutions to correct any safety hazards related to landscaping, hardscapes and drainage
- Trim plant materials for safety concerns

TURF

- Apply broadleaf weed control as needed
- Re-establish bed-lines and clean edges
- Recommend sod replacement or alternatives to weak areas

TREES, SHRUBS & BEDS

- Prune ornamental trees
- Address diseased or weak shrubs
- Apply insecticides and fungicides as needed



COMMUNICATION PLAN

The Greenery recommends this communication plan which gives us the ability to meet deadlines and exceed your expectations!

DEDICATED CLIENT RELATIONSHIP MANAGER (CRM)

- Bartram Springs CDD will have a single point of contact by being provided a Dedicated Client Relationship Manager (CRM). This person will act as the face of the landscape at your community.
- This CRM will be your single point of contact for all landscaping requests and concerns.
- They will complete all reporting, provide calendars of upcoming service dates and handle all property walks and meetings for the community, as required.

THE GREENERY PLEDGES TO BE RESPONSIVE TO BARTRAM SPRINGS CDD



OUR RESPONSE RATE:

- Your CRM will always respond to your needs within 24 hours.
- Any urgent issues will be resolved in 24 hours (for example: irrigation breaks, safety issues, etc.).
- And any issues that can be resolved during your next service will be ticketed for tracking and delineated down to your Crew Leader – who will instruct the crew on the task at hand during your next service.

The Greenery will ensure that you find it easy to communicate your needs to our team and that our lines of communication remain clear and open.

COMMUNICATION CONTACT LIST

ESCALATION LIST: CALL IN ORDER AS SHOWN

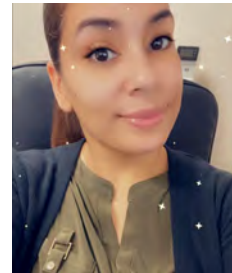
MAIN POINT OF CONTACT



**Zachary
Higginbotham**
**Client Relationship
Manager**
(904) 776-9483
zhigginbotham@
martexlandscape.com



Roy Grantham
Branch Manager
(843) 295-0191
roygrantham@thegr
eeneryinc.com



Sara Torres
**Office
Administrator**
(904) 261-5364
saratorres@
thegreeneryinc.com



David Rivera
**Regional Vice
President**
(305) 783-7373
davidrivera@thegree
neryinc.com



Stacy Montoya
Business Developer
(904) 627-5838
stacymontoya@
thegreeneryinc.com

RECOMMENDATIONS

SAVE MONEY: MONTHLY IRRIGATION WET CHECKS = 12 OCCURENCES PER YEAR

The Greenery recommends and has quoted you in our pricing the standard **MONTHLY** Irrigation Wet Check to all irrigation zones on your property.

The RFP / Scope calls for a total of 18 Irrigation Wet Checks – two per month in the growing season – and those additional Wet Checks are un-needed.

This means **Bartram Springs CDD will save over \$4,000 annually** if The Greenery is selected as your landscaping partner

Save Over \$4,000



RECOMMENDATIONS

CONDUCT SOIL TESTING TO ESTABLISH BASELINES

The Greenery recommends that you start by having our team complete soil testing from around your community to ensure a baseline of what your soil nutrient levels are at that time. Once the soil testing results are in, our team will ensure your plant health for turf, shrubs and trees are exactly what is required to keep everything lush and healthy. This will allow your community to shine, while avoiding an over-use of chemicals or applications that may not be required.



WHY SOIL TESTING IS IMPORTANT

Good plant health often requires the application of lime and fertilizer. Soil testing enables you to find out the makeup of your soil and helps you determine how much lime and fertilizer you need to apply.

WHAT TO KNOW ABOUT YOUR SOIL

To find out what may be required to improve your soil's quality, you must establish a baseline understanding of each of the following attributes of the soil:

- Current pH levels of your soil.
- Fertility levels of the principal nutrients.
- Type and quantity of lime your soil needs.
- Nutrients need to be added to your soil as fertilizer.
- Amount of fertilizer your crop and soil needs.





The Greenery offers this service as required, but recommends you start with soil testing to establish baselines.



RECOMMENDATIONS

FULLY UTILIZE PROVEN UF / IFAS FERTILIZATION PROGRAM

- If required, once soil testing is complete, The Greenery will utilize those findings to craft a plant health plan for all turf, shrubbery and trees within the property.
- We typically propose our tried-and-true UF / IFAS plan which includes 6 applications for turf and 2 applications for shrubs and trees.
- If needed and the soil testing findings require additional changes to this plan, we will explore those at that time, and complete a plan to get all areas of the community in tip-top shape.

												 		
JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER			
Complete soil test and adjust fertilizer as necessary		Fertilize with complete fertilizer (NPK) after the chance of last frost preferably with micronutrients and slow release potassium. A 2:1 or 1:1 ration of nitrogen to potassium is the recommended						Fertilize with complete fertilizer (NPK) preferably with micronutrients and slow release potassium. A 2:1 or 1:1 ratio of nitrogen to potassium is the recommendation.			Complete soil test and adjust fertilizer as necessary			
	Adjust and calibrate irrigation system			Slow release nitrogen		Iron – can mix come micronutrients								
Pre-emergent herbicide when soil temps reach – 65 degrees (usually around March 1 st) or air temperature reaches the 70s for several days. Time second application 60 days or according to label after 1 st application			Install sod, core aerate, or verticut if necessary						Pre-emergent herbicide when soil temps reach – 65 degrees usually around October 1 st or air temp reaches the 70s for several days. Time second application 60 days or according to label after 1 st application.					
Post-Emergent herbicide treatments as needed when temperatures are in appropriate range – Read the Label! Usually below 90°F and above 40°F. Spot treat only during summer and winter when grass is stressed.														
Service Equipment – Mowers, edgers, etc.			Chinch bug treatment (rotate products; chinch bug may be resistant to pyrethroids).											
				Chinch bug treatment (if needed) – spot treat										
						Chinch bug/grub treatment if needed								
						Fall Armyworms active								
				Mole crickets hatch – treat in early morning or late afternoon			Tropical sod webworms active							
						Mole cricket baiting								
			Grey Leaf Spot most likely to be active											
Pythium Root Rot can be active														
Large Patch most likely to be active											Large Patch most likely to be active			
		Take-all Root Rot most likely to be active												



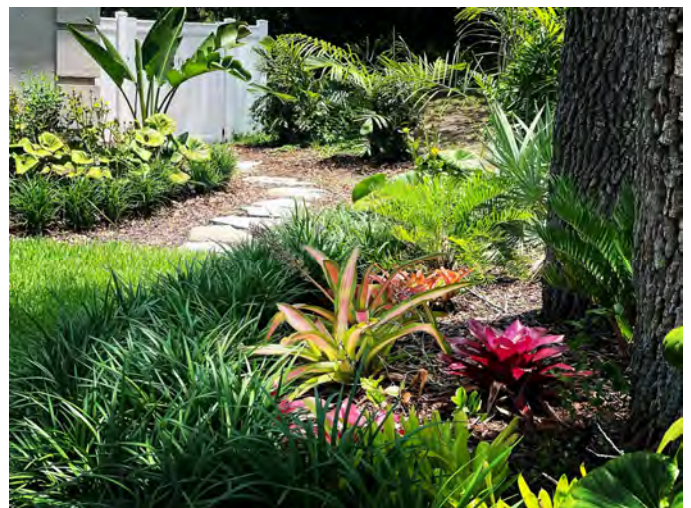
UTILIZE OUR DESIGN & INSTALLATION SERVICE



MAKE YOUR HIGH VISIBILITY AREAS MORE COLORFUL & WELCOMING

- Our team can assist with the design and installation of new plantings around the high visibility areas in Bartram Springs – for example the front entrance and around the amenity center.
- We recommend a more updated and colorful planting palette, along with the option to include a quarterly seasonal rotation of flowers to bring even more of a pop of color to the front.
- Pricing proposals can be presented if maintenance services are selected.

EXAMPLES OF HOW TO INTEGRATE COLOR INTO BOTH PLANTINGS/SHRUBS & SEASON FLOWERS



UTILIZE PLANT GROWTH REGULATORS

Benefits of Plant Growth Regulators (PGRs)

IMPROVED COLOR & BLOOMS



The plant will still produce as much energy, but concentrated in a shorter stem/blade. As a result, you will see a greener plant. And more energy means more blooms and color!

REDUCED NOISE

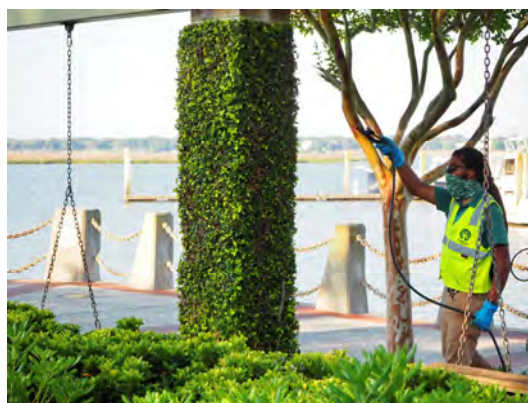
With reduced equipment operations, you will hear less noise pollution caused by edging and blowing equipment.

REDUCED EMISSIONS

Less equipment operations help reduce your carbon footprint and promote environmental awareness at your community.

REDUCED IRRIGATION

Root density is increased, and the plant becomes more drought tolerant. Watering schedules may also be reduced.



THE BENEFITS ABOUND!

PGR applications are scheduled appropriately during the growing season. The product reduces the length of the stem and keeps the plant denser and neat. It also improves the quantity of flowers that bloom on flowering shrubs and trees, when used.

RECOMMENDATIONS

BE SURE TO SIGN UP FOR OUR EMERGENCY STORM RECOVERY SERVICES PROGRAM

AVAILABLE TO PREMIER CLIENTS ONLY IF YOU PRE-REGISTER

GENERAL DESCRIPTION

When a major weather event occurs it can result in downed trees blocking roads, trees leaning on structures, trees penetrating rooves, flooding due to clogged storm drains and many other overwhelming circumstances on the property. The damage and litter from extreme weather conditions involving lightning, winds in excess of 40 MPH, any named storm, tornadoes, snow and ice or other Acts of God are outside the scope of the base contract. With client pre-approval, crews and equipment will be made available as needed to perform emergency services and cleanup at current labor and equipment rates. If this option is selected at time of contract execution, preferred discounted rates will be given to the client.

PRIORITY SERVICE

Our priority clients get cleaned up before all other clients. The Greenery shall start with the immediate cleanup of the client's property as part of the emergency action plan that is put into effect well before the event. Whether a small debris gathering, or heavy cleanup is necessary, the Greenery will move into action.

DEBRIS REMOVAL

The Greenery is equipped with chainsaws, bobcats and other machinery to have the work done efficiently, and we follow OSHA safety standards to ensure the work is done without damage to person or property. The Greenery has tractors and mini-loaders for moving large tree trunks and limbs, and dump trucks and trailers for hauling away debris if necessary. With a major storm clean-up, FEMA will typically allow the debris to be stacked at the street for removal by FEMA crews.

TREE REMOVAL

The Greenery has contracts with major tree subcontractors to receive priority service for tree work. With the availability of cranes and large equipment, damaged trees that uprooted, snapped or broken off, and/or severely leaning can be safely removed. Smaller trees will be handled by the Greenery directly whenever possible.

PRE-APPROVAL

In the event that an emergency storm response is required, the Greenery is hereby authorized to begin performance of emergency storm recovery services for an amount not to exceed 20% of the annual base price of the existing landscape maintenance agreement. Any additional recovery work that requires payment beyond this financial limit will be communicated to the client for approval to proceed prior to additional services being performed at the additional cost.

RATE LOCK-IN

For any client that accepts the Emergency Storm Recovery Services at the time the contract is executed, the Preferred Client Rates shall be offered. These preferred rates are discounted from the standard storm recovery rates as specified in the chart that follows.





EMERGENCY STORM RECOVERY SERVICES

Authorization Option

Property Name: Bartram Springs Community Development District

The authorization to perform emergency storm recovery services is valid for the term of the current landscape maintenance contract between the client and the Greenery. This authorization shall automatically renew each year under the same terms and conditions provided the recurring landscape maintenance contract remains in effect between the client and the Greenery unless the client or the Greenery provides 45 days written notice.

SPECIFIC CONDITIONS:

- This authorization does not affect the rates or scope of services set forth in the existing landscape maintenance contract between the client and the Greenery.
- Damage and litter from extreme weather conditions involving lightning, winds in excess of 40 MPH, any named storm, or snow and ice, are outside the scope of the existing landscape maintenance contract between the client and the Greenery. In the event that an emergency storm response is required, the Greenery is hereby authorized to begin performance of emergency storm recovery services for an amount not to exceed 20% of the annual base price of the existing landscape maintenance agreement.
- This authorization designates the client as a “Preferred Client” for emergency storm recovery services and hereby provides the client eligibility to receive the preferred client rates as detailed in the preferred rates section of this authorization.
- This authorization is intended to facilitate rapid response to an emergency situation outside the scope of the existing contract. The authorization does not guarantee the entire property can be completely recovered within the budget of the pre-authorized amount.
- Any additional recovery work that requires payment beyond the financial limit set forth in this authorization will be communicated to the client for approval prior to additional services being performed at an additional cost.

FEES: A finance charge of 1 1/2% per month (18% per annum) may be charged to any delinquent account in excess of 90 days from date of billing. If it is necessary to institute suit to collect on the account, attorneys’ fees and costs will be recoverable in addition to the then account balance.

PREFERRED CLIENT RATES:

	Preferred Client Rate	Standard Emergency Full Rate		Preferred Client Rate	Standard Emergency Full Rate		Preferred Client Rate	Standard Emergency Full Rate
LABOR (per hour)			EQUIPMENT (includes operator per hour)			SNOW REMOVAL		
Supervisor Labor Rate	\$120	\$140	Chain Saw	\$120	\$155	Plow Work (min 2" snow before deployed)	\$160	\$225
General Labor Rate	\$85	\$115	Climbers	\$165	\$190	Hand Work (Shoveling) per hour	\$50	\$70
			Chipper	\$120	\$155	Ice Melt (per bag installed)	\$35	\$50
			Mini-loader	\$165	\$190			
			Street Sweeper	\$140	\$200			
DISPOSAL			Bobcat / Skid Steer / Loader	\$195	\$250			
Dumpster Haul 30CY (Cost plus)	25%	35%						
Dump Truck or Trailer Haul 8CY	\$260	\$350	SUBCONTRACTOR FEES (Cost Plus)	25%	35%			

(Authorized Signature)

(Print Name, Date)

UTILIZE OUR BEST PRACTICES

Mowing, Trimming, and Weeding

- Whenever possible use mechanical methods of vegetation removal (e.g., mowing with tractor-type or push mowers, hand cutting with gas or electric powered weed trimmers) rather than applying herbicides.
- Use hand weeding where practical.
- Performing mowing at optimal times.
- Mowing should not be performed if significant rain events are predicted.
- Mulching mowers may be recommended for certain flat areas. Other techniques may be employed to minimize mowing such as selective vegetative planting using low maintenance grasses and shrubs.
- Collect pruning waste, tree trimmings, and weeds. Chip if necessary, and compost or dispose of at a landfill.
- Consider elements such as their effect on drainage and erosion, hardiness, maintenance requirements, and possible conflicts between preserving vegetation and the resulting maintenance needs.
- Retain and/or plant selected native vegetation whose features are determined to be beneficial, where feasible. Native vegetation usually requires less maintenance (e.g., irrigation, fertilizer) than planting new vegetation.
- Consider using low water use groundcovers when planting or replanting.



Irrigation Management

- Follow the St. Johns River Water Management District Best Practices.
- Understand that a water-efficient landscaping helps save water resources.
- Where practical, use automatic timers to minimize runoff.
- Consider the use of mechanisms that reduce water flow to sprinkler heads if broken.
- Ensure that there is no excessive runoff from the landscaped areas.
- Apply water at rates that do not exceed the infiltration rate of the soil.

Waste Management

- Utilize plant growth regulators (PGR's) when applicable to reduce the amount of plant growth material.
- Compost leaves, sticks, or other collected vegetation or dispose of at a permitted landfill.
- Reduce the use of high nitrogen fertilizers that produce excess growth requiring more frequent mowing or trimming.
- Avoid landscape wastes in and around storm drain inlets by either using bagging equipment or by manually picking up the material.

BEST PRACTICES CONTINUED

Fertilizer and Pesticide Management

- Utilize a comprehensive management system that incorporates integrated pest management (IPM) techniques.
- Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
- Triple rinse containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.
- Periodically test soils for determining proper fertilizer use.
- Pesticide application must be under the supervision of a qualified pesticide applicator.
- Use pesticides only if there is an actual pest problem (not on a regular preventative schedule).
- Do not use pesticides if rain is expected.
- Apply pesticides only when wind speeds are low (less than 5 mph).
- Do not mix or prepare pesticides for application near storm drains.
- Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the pest.
- Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- Dispose of empty pesticide containers according to the instructions on the container label.
- Educate and train employees on use of pesticides and in pesticide application techniques to prevent pollution.

Inspection

- Inspect irrigation system periodically to ensure that the right amount of water is being applied and that excessive runoff is not occurring.
- Minimize excess watering, and repair leaks in the irrigation system as soon as they are observed.
- Inspect property for pest and plant health on a consistent basis.
- Inspect all equipment and vehicles daily.

Training

- Educate and train employees on job site safety, such as use of protective personal gear, traffic, equipment use, heat management and chemical application techniques.
- Educate and train employees on use of pesticides and in pesticide application techniques to prevent pollution.
- Annually train employees within departments responsible for pesticide application on the appropriate portions of the latest IPM techniques.
- Use a training log or similar method to document training.



BEST PRACTICES CONTINUED

QUALITY ASSURANCE PROGRAM

Quality Control

We maintain a comprehensive quality control process to continually maintain safety and curb appeal and prevent expensive plant replacements. Regular inspections are performed to identify any areas that need improvement whether an adjustment to the routine maintenance. Opportunities to authorize extra work for added value are also suggested.

We assemble a landscaping quality control plan based on your contract specifications and personalize it with you scope of work information. If our customer has specific contract QA/QC requirements, we'll review them and incorporate them into our overall plan.

Best in Class Practices

We utilize time tested and proven reliable landscape management practices and combines them with a leading-edge scientific approach. This combination makes us extremely efficient and cost effective and allows us to deliver value driven, high quality landscape services that maintains quality as our core competency. The Greenery shares best practices throughout our organization, continually striving to further improve our value driven processes, thus enabling us to the deliver the best practices to our clients to produce quality results.

Operational Best Practices

Implement an integrated pest management (IPM) program. IPM is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools. Choose low water using flowers, trees, shrubs, and groundcover. Conduct appropriate maintenance (i.e. properly timed fertilizing, weeding, pest control, and pruning) to help preserve the landscapes water efficiency. Grass cycling is the natural recycling of grass by leaving the clippings on the lawn when mowing. Grass clippings decompose quickly and release valuable nutrients back into the lawn. Educate and train employees on use of pesticides and in pesticide application techniques to prevent pollution. Pesticide application must be under the supervision of a qualified pesticide applicator.



FINANCIAL CAPACITY

Certificate of Insurance | Financial Stability



FULL-SERVICE LANDSCAPE PROPOSAL



LANDSCAPING MAINTENANCE | IRRIGATION | FERTILIZATION | SEASONAL
COLOR | MULCH/PINESTRAW | PALM TREE PRUNING

The Greenery, Inc Income Statement

CONFIDENTIAL

Consolidated Income Statement

MTD 08-2023						YTD 08-2023						
Actual		Budget		Last Year		Actual		Budget		Last Year		
\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	
						Contract Revenue						
2,423,933	39.3%	2,588,313	47.2%	2,374,412	42.3%	Maintenance Contract - Base	17,152,280	37.8%	17,312,782	40.1%	16,383,229	40.6%
105,066	1.7%	134,333	2.5%	102,814	1.8%	Maintenance Contract - Irrigation	787,735	1.7%	1,056,664	2.4%	718,497	1.8%
145,587	2.4%	121,000	2.2%	163,189	2.9%	Maintenance Contract - Mulch-Pinestraw	2,061,289	4.5%	2,239,150	5.2%	2,124,962	5.3%
193,737	3.1%	217,500	4.0%	201,075	3.6%	Maintenance Contract - Plant Health Care	1,764,417	3.9%	1,627,100	3.8%	1,510,344	3.7%
13,620	0.2%	-	0.0%	8,125	0.1%	Maintenance Contract - Roadside-DOT	51,623	0.1%	-	0.0%	36,748	0.1%
72,036	1.2%	42,000	0.8%	104,929	1.9%	Maintenance Contract - Seasonal Color	1,187,837	2.6%	1,175,550	2.7%	1,208,674	3.0%
14,402	0.2%	18,550	0.3%	21,182	0.4%	Maintenance Contract - Sweeping	118,996	0.3%	152,400	0.4%	156,390	0.4%
30,411	0.5%	65,000	1.2%	111,559	2.0%	Maintenance Contract - Tree Care	213,160	0.5%	340,000	0.8%	365,784	0.9%
-	0.0%	-	0.0%	-	0.0%	Maintenance Contract - Other (Net Sales-Cancels)	-	0.0%	-	0.0%	-	0.0%
2,998,792	48.6%	3,186,696	58.1%	3,087,286	54.9%	Total Contract Revenue	23,337,335	51.4%	23,903,646	55.4%	22,504,628	55.8%
						Other Revenue						
1,496,459	24.3%	1,245,689	22.7%	1,534,365	27.3%	Maintenance - Enhancements	11,085,788	24.4%	9,565,553	22.2%	10,224,645	25.3%
1,624,912	26.4%	1,000,000	18.2%	993,985	17.7%	Construction	9,964,812	22.0%	8,590,000	19.9%	6,633,854	16.4%
60,605	1.0%	70,000	1.3%	66,044	1.2%	Retail Sales - Plant Nursery	1,146,509	2.5%	1,100,000	2.5%	1,002,089	2.5%
15,575	0.3%	15,000	0.3%	19,841	0.4%	Retail Sales - Gift Shop	161,594	0.4%	177,000	0.4%	163,029	0.4%
1,389	0.0%	-	0.0%	1,816	0.0%	Retail Sales - Project Crew	40,022	0.1%	-	0.0%	59,116	0.1%
5,650	0.1%	-	0.0%	-	0.0%	Miscellaneous-Other	53,445	0.1%	-	0.0%	-	0.0%
3,204,590	52.0%	2,330,689	42.5%	2,616,051	46.6%	Total Other Revenue	22,452,170	49.5%	19,432,553	45.0%	18,082,734	44.8%
6,203,382	100.6%	5,517,385	100.7%	5,703,337	101.5%	Gross Revenue	45,789,505	100.9%	43,336,199	100.4%	40,587,362	100.6%
(38,741)	-0.6%	(37,146)	-0.7%	(83,518)	-1.5%	Allowances- Discounts	(403,823)	-0.9%	(168,753)	-0.4%	(240,519)	-0.6%
6,164,641	100.0%	5,480,239	100.0%	5,619,819	100.0%	Net Revenue	45,385,682	100.0%	43,167,447	100.0%	40,346,843	100.0%
						Direct Expenses						
1,532,409	24.9%	1,797,489	32.8%	1,511,157	26.9%	Labor - Direct	10,720,626	23.6%	12,914,756	29.9%	9,984,300	24.7%
221,255	3.6%	-	0.0%	90,969	1.6%	Labor - Overtime	1,009,371	2.2%	-	0.0%	550,826	1.4%
136,993	2.2%	-	0.0%	180,902	3.2%	Labor - Direct Burden	893,699	2.0%	-	0.0%	1,174,282	2.9%
96,541	1.6%	90,040	1.6%	94,441	1.7%	Materials - Contract Maintenance	1,133,416	2.5%	935,382	2.2%	1,016,003	2.5%
263,814	4.3%	265,611	4.8%	332,173	5.9%	Materials - Maintenance Enhancement	2,212,781	4.9%	2,171,483	5.0%	2,315,104	5.7%
578,293	9.4%	375,000	6.8%	299,360	5.3%	Materials - Construction	3,530,202	7.8%	3,128,500	7.2%	2,378,841	5.9%
62,256	1.0%	22,250	0.4%	43,160	0.8%	Materials - Retail COG's	575,478	1.3%	486,908	1.1%	518,316	1.3%
241	0.0%	-	0.0%	(362)	0.0%	Materials - Overhead	24,801	0.1%	-	0.0%	(11,931)	0.0%
1,749	0.0%	-	0.0%	14,647	0.3%	Materials - Inventory Cost Changes	79,314	0.2%	30,488	0.1%	36,685	0.1%
4,356	0.1%	3,243	0.1%	6,360	0.1%	Equipment Rental - Direct	44,650	0.1%	12,031	0.0%	36,899	0.1%
212,653	3.4%	162,527	3.0%	188,685	3.4%	Subcontract - Contract Maintenance	2,193,387	4.8%	2,205,297	5.1%	1,919,590	4.8%
397,727	6.5%	165,570	3.0%	329,968	5.9%	Subcontract - Maintenance Enhancements	2,253,847	5.0%	961,422	2.2%	1,618,490	4.0%
167,846	2.7%	60,000	1.1%	64,096	1.1%	Subcontract - Construction	710,859	1.6%	587,950	1.4%	589,309	1.5%

The Greenery, Inc
Income Statement

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Consolidated Income Statement

MTD 08-2023						YTD 08-2023						
Actual		Budget		Last Year			Actual		Budget		Last Year	
\$	%	\$	%	\$	%		\$	%	\$	%	\$	%
(6,423)	-0.1%	-	0.0%	(2,754)	0.0%	Inventory loss-(gain)	176,889	0.4%	-	0.0%	72,242	0.2%
4,413	0.1%	-	0.0%	7,637	0.1%	Miscellaneous - Direct	23,313	0.1%	-	0.0%	23,121	0.1%
1,183	0.0%	-	0.0%	778	0.0%	Warranty expenses	7,401	0.0%	-	0.0%	5,534	0.0%
7,954	0.1%	-	0.0%	1,802	0.0%	Damage to Customer property	31,546	0.1%	-	0.0%	38,990	0.1%
(27,240)	-0.4%	(16,000)	-0.3%	(19,876)	-0.4%	Discounts Earned-Lost	(238,214)	-0.5%	(128,000)	-0.3%	(197,593)	-0.5%
3,656,021	59.3%	2,925,729	53.4%	3,143,143	55.9%	Total Direct Expenses	25,383,365	55.9%	23,306,217	54.0%	22,069,008	54.7%
						<i>% of Revenue</i>						
2,508,619	40.7%	2,554,510	46.6%	2,476,677	44.1%	Gross Margin	20,002,317	44.1%	19,861,229	46.0%	18,277,835	45.3%
						Indirect Expenses-Payroll						
44,513	0.7%	46,694	0.9%	39,611	0.7%	Payroll - Mechanics	343,298	0.8%	417,818	1.0%	365,973	0.9%
419,399	6.8%	417,695	7.6%	454,140	8.1%	Payroll - Managers	3,060,253	6.7%	3,112,675	7.2%	2,675,308	6.6%
57,713	0.9%	34,140	0.6%	49,721	0.9%	Safety/ Training	485,274	1.1%	246,214	0.6%	358,812	0.9%
30,264	0.5%	42,271	0.8%	(188,951)	-3.4%	Payroll - Directs - Holiday-PTO-Bonuses	336,053	0.7%	301,664	0.7%	337,806	0.8%
82,105	1.3%	45,002	0.8%	44,158	0.8%	Payroll - Burden	398,385	0.9%	335,703	0.8%	295,341	0.7%
633,994	10.3%	585,803	10.7%	398,680	7.1%	Total Indirect Expenses-Payroll	4,623,263	10.2%	4,414,074	10.2%	4,033,239	10.0%
						Indirect Expenses - Operating						
26	0.0%	42	0.0%	41	0.0%	Border Expense	3,889	0.0%	4,036	0.0%	3,919	0.0%
67	0.0%	-	0.0%	-	0.0%	Cash Over-Short	78	0.0%	-	0.0%	-	0.0%
214,090	3.5%	193,275	3.5%	173,291	3.1%	Depreciation - Amortization	1,620,984	3.6%	1,503,664	3.5%	1,390,030	3.4%
207,357	3.4%	191,129	3.5%	177,144	3.2%	Fuel - Oil Expenses	1,116,591	2.5%	1,337,006	3.1%	1,261,497	3.1%
6,114	0.1%	6,103	0.1%	6,083	0.1%	Gate Passes & Tolls	95,860	0.2%	103,994	0.2%	102,389	0.3%
8,234	0.1%	9,317	0.2%	12,932	0.2%	Hand Tools (non-gas)	69,129	0.2%	64,191	0.1%	59,707	0.1%
85,796	1.4%	61,959	1.1%	63,895	1.1%	Maintenance & Repair - Equipment	419,278	0.9%	356,364	0.8%	365,692	0.9%
67,840	1.1%	21,438	0.4%	27,924	0.5%	Maintenance & Repair - Vehicles-Trailers	256,242	0.6%	195,647	0.5%	220,778	0.5%
240	0.0%	1,672	0.0%	2,370	0.0%	Medical Expenses (including W-C deductible)	11,359	0.0%	10,137	0.0%	19,835	0.0%
-	0.0%	-	0.0%	-	0.0%	Miscellaneous - Indirect	-	0.0%	-	0.0%	-	0.0%
27,724	0.4%	27,270	0.5%	33,834	0.6%	Refuse Removal	232,872	0.5%	200,354	0.5%	198,040	0.5%
4,711	0.1%	3,845	0.1%	3,678	0.1%	Safety - Supplies & Training	41,140	0.1%	28,117	0.1%	23,759	0.1%
10,483	0.2%	6,275	0.1%	23,492	0.4%	Sm. Equipment Purch (gas powered)	94,643	0.2%	98,738	0.2%	123,827	0.3%
16,401	0.3%	8,163	0.1%	17,632	0.3%	Supplies - Crew-Shop	136,412	0.3%	80,766	0.2%	145,608	0.4%
15,739	0.3%	12,431	0.2%	10,876	0.2%	Taxes, Tags - Vehicles-Trailers	134,940	0.3%	111,673	0.3%	108,870	0.3%
12,078	0.2%	10,350	0.2%	11,682	0.2%	Uniforms	93,876	0.2%	83,662	0.2%	97,528	0.2%
(735)	0.0%	(1,500)	0.0%	(1,440)	0.0%	Van Program	(9,393)	0.0%	(13,256)	0.0%	(13,334)	0.0%
68,658	1.1%	56,592	1.0%	46,452	0.8%	Vehicle-Equip Lease-Rental - Indirect	427,178	0.9%	414,270	1.0%	252,392	0.6%
744,821	12.1%	608,361	11.1%	609,884	10.9%	Total Indirect Expenses - Operating	4,745,078	10.5%	4,579,363	10.6%	4,360,537	10.8%

The Greenery, Inc Income Statement

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Consolidated Income Statement

MTD 08-2023						YTD 08-2023							
Actual		Budget		Last Year		Actual		Budget		Last Year			
\$	%	\$	%	\$	%	\$	%	\$	%	\$	%		
1,129,805	18.3%	1,360,346	24.8%	1,468,113	26.1%	Contribution Margin		10,633,975	23.4%	10,867,792	25.2%	9,884,059	24.5%
Selling, General, & Administrative (Sg&A) Expenses													
17,087	0.3%	19,182	0.4%	19,300	0.3%	Advertising & Marketing	142,066	0.3%	140,752	0.3%	116,970	0.3%	
16,517	0.3%	5,560	0.1%	18,045	0.3%	Bad Debt	44,160	0.1%	37,741	0.1%	139,847	0.3%	
355	0.0%	4,708	0.1%	4,761	0.1%	Bank Charges	9,452	0.0%	11,516	0.0%	12,190	0.0%	
3,683	0.1%	3,309	0.1%	3,070	0.1%	Charitable Contributions & Donations	80,683	0.2%	70,479	0.2%	66,546	0.2%	
-	0.0%	-	0.0%	-	0.0%	Compensation Expense - ESOP	-	0.0%	-	0.0%	-	0.0%	
3,195	0.1%	8,553	0.2%	14,739	0.3%	Credit Cards Fee Expense	37,426	0.1%	145,770	0.3%	261,522	0.6%	
9,714	0.2%	8,520	0.2%	6,108	0.1%	Dues & Subscriptions	44,193	0.1%	66,624	0.2%	59,016	0.1%	
49,317	0.8%	76,435	1.4%	52,824	0.9%	Employee Benefits	551,982	1.2%	560,477	1.3%	559,197	1.4%	
66,883	1.1%	66,030	1.2%	59,953	1.1%	Insurance (Auto & General)	542,402	1.2%	536,809	1.2%	489,067	1.2%	
43,030	0.7%	31,284	0.6%	32,315	0.6%	Interest Expense	338,299	0.7%	246,378	0.6%	267,396	0.7%	
21,037	0.3%	22,373	0.4%	20,390	0.4%	IT - Communications	176,515	0.4%	178,987	0.4%	154,106	0.4%	
5,826	0.1%	5,433	0.1%	4,821	0.1%	IT - Hardware	59,228	0.1%	43,461	0.1%	41,400	0.1%	
7,406	0.1%	16,422	0.3%	30,002	0.5%	IT - Infrastructure	72,328	0.2%	74,378	0.2%	149,675	0.4%	
42,916	0.7%	39,282	0.7%	40,172	0.7%	IT - Software	350,434	0.8%	303,776	0.7%	283,406	0.7%	
156	0.0%	1,800	0.0%	(1,287)	0.0%	Licenses	69,583	0.2%	17,258	0.0%	67,084	0.2%	
18,733	0.3%	18,320	0.3%	12,599	0.2%	Maintenance & Repair - Building	171,706	0.4%	177,619	0.4%	153,742	0.4%	
9,986	0.2%	8,919	0.2%	10,841	0.2%	Meals and Entertainment	83,145	0.2%	59,477	0.1%	68,667	0.2%	
364	0.0%	2,714	0.0%	1,487	0.0%	Mileage Reimbursement	4,383	0.0%	21,470	0.0%	14,871	0.0%	
3,500	0.1%	2,600	0.0%	13,910	0.2%	Miscellaneous - SGA	85,212	0.2%	105,800	0.2%	6,582	0.0%	
10,679	0.2%	13,717	0.3%	15,066	0.3%	Office Supplies Expense	89,039	0.2%	107,173	0.2%	112,516	0.3%	
483,629	7.8%	529,885	9.7%	613,091	10.9%	Payroll - Admin	3,665,259	8.1%	3,899,289	9.0%	3,532,024	8.8%	
72,127	1.2%	38,306	0.7%	37,942	0.7%	Payroll - Admin - Burden	442,827	1.0%	287,209	0.7%	271,679	0.7%	
4,340	0.1%	2,615	0.0%	4,561	0.1%	Postage & Shipping	26,408	0.1%	17,672	0.0%	20,427	0.1%	
36,711	0.6%	10,381	0.2%	27,380	0.5%	Professional Services (Legal-Acct-Consulting)	136,563	0.3%	131,898	0.3%	95,163	0.2%	
40,952	0.7%	10,731	0.2%	19,855	0.4%	Recruitment Expenses	276,965	0.6%	285,357	0.7%	184,882	0.5%	
28,850	0.5%	40,279	0.7%	32,664	0.6%	Rent	334,584	0.7%	320,557	0.7%	289,340	0.7%	
21,142	0.3%	4,440	0.1%	402	0.0%	Taxes - General	289,438	0.6%	63,230	0.1%	37,469	0.1%	
14,977	0.2%	8,302	0.2%	4,627	0.1%	Training & Education	173,147	0.4%	195,372	0.5%	133,897	0.3%	
9,412	0.2%	10,032	0.2%	12,700	0.2%	Travel	63,054	0.1%	70,249	0.2%	69,820	0.2%	
13,714	0.2%	12,645	0.2%	13,343	0.2%	Utilities	82,632	0.2%	81,627	0.2%	76,960	0.2%	
1,056,238	17.1%	1,022,778	18.7%	1,125,677	20.0%	Total Selling, General, & Administrative (Sg&A) Expenses		8,443,113	18.6%	8,258,406	19.1%	7,735,459	19.2%
73,567	1.2%	337,568	6.2%	342,435	6.1%	Net Operating Profit		2,190,862	4.8%	2,609,387	6.0%	2,148,600	5.3%
						Other (Income)/ Expense							
-	0.0%	-	0.0%	-	0.0%	Admin Charges	-	0.0%	0	0.0%	-	0.0%	
-	0.0%	-	0.0%	(7,530)	-0.1%	Fuel Tax Refund	-	0.0%	-	0.0%	(7,530)	0.0%	
(8,432)	-0.1%	-	0.0%	-	0.0%	(Gain)-Loss on Sale of Assets	(144,410)	-0.3%	-	0.0%	(34,103)	-0.1%	

The Greenery, Inc
Income Statement

CONFIDENTIAL

Consolidated Income Statement

MTD 08-2023						YTD 08-2023						
Actual		Budget		Last Year			Actual		Budget		Last Year	
\$	%	\$	%	\$	%		\$	%	\$	%	\$	%
-	0.0%	-	0.0%	-	0.0%	Extraordinary (Gain)/Loss	-	0.0%	-	0.0%	-	0.0%
-	0.0%	-	0.0%	-	0.0%	Intercompany Maintenance & Transfers	-	0.0%	-	0.0%	(1,449)	0.0%
(2,122)	0.0%	118,000	2.2%	(7,282)	-0.1%	Miscellaneous - Other	311,541	0.7%	423,947	1.0%	494,382	1.2%
-	0.0%	-	0.0%	-	0.0%	Penalties	-	0.0%	-	0.0%	-	0.0%
3,566	0.1%	30,000	0.5%	187	0.0%	Retirement Plan Expenses	48,695	0.1%	65,000	0.2%	18,995	0.0%
4,021	0.1%	3,882	0.1%	3,697	0.1%	Trustee Expense	32,359	0.1%	30,980	0.1%	29,505	0.1%
(2,967)	0.0%	151,882	2.8%	(10,927)	-0.2%	Total Other (Income)/ Expense	248,185	0.5%	519,927	1.2%	499,801	1.2%
76,534	1.2%	185,686	3.4%	353,362	6.3%	Net Profit	1,942,677	4.3%	2,089,459	4.8%	1,648,799	4.1%
333,653	5.4%	410,245	7.5%	558,968	9.9%	EBITDA	3,901,961	8.6%	3,839,502	8.9%	3,306,226	8.2%

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**THE GREENERY, INC. AND SUBSIDIARY
CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021**

THE GREENERY, INC. AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	As Restated 2021
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 1,913,491	\$ 2,629,572
Accounts receivable, net of allowance of \$46,901 and \$46,901, respectively	9,378,405	8,495,384
Inventory	694,219	567,801
Prepaid expenses	1,139,074	1,370,497
Total current assets	13,125,189	13,063,254
Noncurrent Assets		
Property and equipment, net	10,637,900	9,492,913
Operating lease right-of-use asset	967,608	-
Goodwill	6,066,279	6,066,279
Intangibles, net	60,416	102,916
Investment in Captive	787,445	453,258
Note receivable	500,000	500,000
Other assets	500,000	500,000
Total noncurrent assets	19,519,648	17,115,366
TOTAL ASSETS	\$ 32,644,837	\$ 30,178,620
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current Liabilities		
Accounts payable and accrued expenses	\$ 2,016,998	\$ 726,964
Deferred revenue	488,666	437,798
Notes payable, current portion	2,154,781	2,332,698
Capital lease, current portion	-	83,392
Operating lease liability, current portion	490,748	-
Finance lease liability, current portion	300,575	-
SERP liability	2,450,730	2,269,800
Other liabilities	20,289	727,946
Customer deposits	723,946	509,569
Total current liabilities	8,646,733	7,088,167
Noncurrent Liabilities		
Capital lease, net of current portion	-	237,139
Operating lease liability, net of current portion	467,616	-
Finance lease liability, net of current portion	734,983	-
Notes payable, net of current portion	7,327,393	8,611,219
Total noncurrent liabilities	8,529,992	8,848,358
Total liabilities	17,176,725	15,936,525
Stockholder's Equity		
Common stock; no par value, 167,500 authorized, 139,354 issued and outstanding	18,970	18,970
Unearned ESOP shares	(4,885,909)	(4,467,234)
Retained earnings	20,335,051	18,690,359
Total stockholder's equity	15,468,112	14,242,095
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	\$ 32,644,837	\$ 30,178,620

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

THE GREENERY, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF NET INCOME
YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>As Restated 2021</u>
Revenues		
Enhancement	\$ 26,138,211	\$ 23,949,182
Maintenance contracts	32,811,864	28,792,232
Retail	1,780,981	1,852,907
Gross revenues	60,731,056	54,594,321
Cost of Revenues	<u>34,580,350</u>	<u>32,521,340</u>
Gross margin	26,150,706	22,072,981
Operating Expenses		
Salaries and wages	12,453,159	12,475,607
Other operating expenses	6,697,300	5,470,180
General and administrative	2,058,617	2,136,921
Depreciation and amortization	2,102,102	1,943,033
Rent	425,316	456,809
Interest	400,292	282,157
Bad debt expense	242,880	126,355
Total operating expenses	24,379,666	22,891,062
Income (loss) from operations	1,771,040	(818,081)
Other Income (Expense)		
Contribution for debt service	711,366	676,725
Discounts earned	302,228	259,225
Gain (loss) on disposal of assets	(24,058)	1,663,307
Other income (expense)	(854,201)	(567,263)
Employee transportation	19,124	18,716
Forgiveness of Paycheck Protection Program loan	-	4,275,677
Fuel tax refund	7,530	11,770
Employee stock ownership and 401(k) plan	(711,366)	(676,725)
Total other income (expense)	(549,377)	5,661,432
Net income	\$ 1,221,663	\$ 4,843,351

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

THE GREENERY, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY
YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>Common Stock</u>	<u>Unearned ESOP Shares</u>	<u>Retained Earnings</u>	<u>Total</u>
Balance, December 31, 2020, as previously reported	\$ 18,970	\$ (4,349,106)	\$ 14,151,251	\$ 9,821,115
Restatement (Note 16)	-	-	(719,695)	(719,695)
Balance, December 31, 2020, as restated	18,970	(4,349,106)	13,431,556	9,101,420
ESOP shares recycled	-	(575,374)	-	(575,374)
ESOP shares released	-	457,246	415,453	872,699
Net income, as restated (Note 16)	-	-	4,843,350	4,843,350
Balance, December 31, 2021, as restated	18,970	(4,467,234)	18,690,359	14,242,095
ESOP shares recycled	-	(904,690)	-	(904,690)
ESOP shares released	-	486,015	423,029	909,044
Net income	-	-	1,221,663	1,221,663
Balance, December 31, 2022	\$ 18,970	\$ (4,885,909)	\$ 20,335,051	\$ 15,468,112

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

THE GREENERY, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>As Restated 2021</u>
Cash Flows From Operating Activities		
Net income	\$ 1,221,663	\$ 4,843,351
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	2,102,102	1,943,033
Bad debt expense	242,880	126,355
Gain on disposal of assets	24,058	(1,663,307)
Forgiveness of Paycheck Protection Program loan	-	(4,275,677)
Compensation expense	909,044	872,699
SERP liability	180,930	459,628
Amortization of operating lease right-of-use assets	355,732	-
Interest on finance lease liabilities	56,451	-
(Increase) decrease in:		
Accounts receivable	(1,125,901)	152,045
Inventory	(126,418)	(146,059)
Prepaid expenses	231,423	(329,174)
Increase (decrease) in:		
Accounts payable	1,290,034	(581,462)
Deferred revenue	50,868	(64,005)
Other liabilities	(707,657)	527,946
Operating lease liability	(412,183)	-
Customer deposits	214,377	2,155
Net cash provided by operating activities	<u>4,507,403</u>	<u>1,867,528</u>
Cash Flows From Investing Activities		
Purchase of property and equipment	(2,037,137)	(210,732)
Expenditures for construction in progress	(702,655)	(2,664,541)
Purchase of goodwill	-	(3,045,890)
Purchase of intangible assets	-	(75,000)
Proceeds from sale of equipment	433,217	1,586,978
Investment in Captive	(334,187)	(453,258)
Loan to ESOP	(904,690)	(575,374)
Net cash used in investing activities	<u>(3,545,452)</u>	<u>(5,437,817)</u>
Cash Flows From Financing Activities		
Proceeds from notes payable	1,068,590	6,247,847
Principal payments on notes payable	(2,530,333)	(2,449,826)
Principal payments on capital leases	-	(6,968)
Principal payments on finance leases	(216,289)	-
Net cash provided by (used in) financing activities	<u>(1,678,032)</u>	<u>3,791,053</u>
Net increase (decrease) in cash and cash equivalents	(716,081)	220,764
Cash and Cash Equivalents, Beginning of Year	<u>2,629,572</u>	<u>2,408,808</u>
Cash and Cash Equivalents, End of Year	<u>\$ 1,913,491</u>	<u>\$ 2,629,572</u>

(Continued)

THE GREENERY, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Schedule of Non-Cash Investing and Financing Activities		
Property and equipment acquired through debt financing	<u>\$ 1,068,590</u>	<u>\$ 1,185,186</u>
Construction in progress placed into service	<u>\$ 23,824</u>	<u>\$ 2,473,968</u>
Note receivable received in exchange for sale of equipment	<u>\$ -</u>	<u>\$ 500,000</u>
Acquisition of property and equipment	<u>\$ 2,959,210</u>	<u>\$ 538,231</u>
Capital lease obligation incurred for equipment	<u>(922,073)</u>	<u>(327,499)</u>
Cash paid for purchases of property and equipment	<u>\$ 2,037,137</u>	<u>\$ 210,732</u>
Acquisition of goodwill	<u>\$ -</u>	<u>\$ 4,695,890</u>
Note payable incurred for acquisition	<u>-</u>	<u>(1,650,000)</u>
Cash paid for purchase of goodwill	<u>\$ -</u>	<u>\$ 3,045,890</u>
Supplemental Disclosures of Cash Flow Information		
Cash paid during the year for:		
Interest	<u>\$ 400,292</u>	<u>\$ 282,157</u>

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2023

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

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

PRODUCER Scott Insurance - Charlotte 521 E. Morehead Street Suite 300 Charlotte NC 28202		CONTACT NAME: Amy Conner PHONE (A/C, No, Ext): 704-556-1341 FAX (A/C, No): 704-556-7681 E-MAIL ADDRESS: aconner@scottins.com	
INSURED The Greenery, Inc. P.O. Box 6569 Hilton Head Island SC 29938		INSURER(S) AFFORDING COVERAGE NAIC #	
THEGREE-02		INSURER A : Zurich American Insurance Company (A+) 16535	
		INSURER B : Travelers Property Casualty Company of America (A+ 25674	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 201215839

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GLO 3433379	10/1/2023	10/1/2024	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 - COMP/OP 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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 3433380	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7S07789A	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
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	WC 3433378	10/1/2023	10/1/2024	<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)
 The District, its staff, consultants, agents and supervisors are an additional insured as respects general liability if required by written contract. 30 day notice of cancellation will be provided to the certificate holder except for nonpayment of premium on the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

Bartram Springs Community Development District 475 West Town Place, Suite 114 St Augustine FL 32092	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
---	---



ATLANTIC SPECIALTY INSURANCE COMPANY
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

Bid Bond

CONTRACTOR:
(Name, legal status and address)

The Greenery, Inc
PO Box 6569
Hilton Head, SC 29938

OWNER:
(Name, legal status and address)

Governmental Management Services, LLC
475 West Town Place, Ste 114
St. Augustine, FL 32092

BOND AMOUNT: \$25,000

PROJECT:
(Name, location or address and Project number, if any)

Bartram Springs Community Development
District - Landscape and Irrigation
Maintenance Services

SURETY:
(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

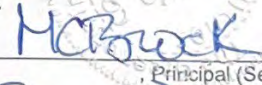
Signed and sealed this 15th day of December, 2023.



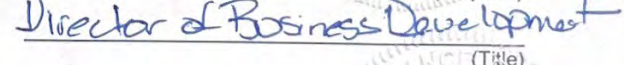
(Witness)



James Santos (Witness)

The Greenery, Inc 

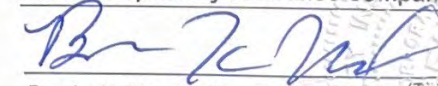
Principal (Seal)



Director of Business Development (Title)

Atlantic Specialty Insurance Company

(Surety)



Brooks K. Moody, Attorney-in-Fact (Title), (Seal)

The language in this document conforms exactly to the language used in AIA Document A310 – Bid Bond 2010 edition.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brooks K. Moody, Derrick L. Wrigley, Kenneth A. Finch**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

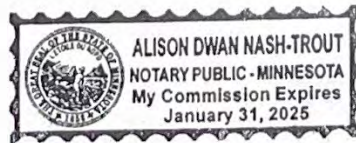
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of December, 23.

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary

PRICE

PROPOSAL PRICING



FULL-SERVICE LANDSCAPE PROPOSAL



LANDSCAPING MAINTENANCE | IRRIGATION | FERTILIZATION | SEASONAL
COLOR | MULCH/PINESTRAW | PALM TREE PRUNING



Landscape Maintenance Proposal

Property Name: Bartram Springs CDD

January 17, 2024

Address: Bartram Springs Pkwy, Jacksonville, FL 32258

Landscape Services	Billing Fee PER SERVICE Year One	Total Fee Year 1	Annual Fee Year 2	Total Annual Fee Year 3	Total Annual Fee Year 4	Total Annual Fee Year 5	5 YEAR TOTAL
Landscape Maintenance Program		\$238,992.00	\$238,992.00	\$246,161.76	\$246,161.76	\$253,546.61	\$1,223,854.13
Additional Services Not Included Above							
Palm Tree Pruning 75 Palm Trees per Cycle 1 Cycle(s) per Year	\$4,556.25	\$4,556.25	\$4,556.25	\$4,692.94	\$4,692.94	\$4,833.73	\$23,332.10
Seasonal Color 4 Rotations 2,178 4-inch pots per Rotation	\$5,439.56	\$5,439.56	\$5,439.56	\$5,602.75	\$5,602.75	\$5,770.83	\$27,855.44
Total Additional Services:		\$248,987.81	\$248,987.81	\$256,457.44	\$256,457.44	\$264,151.17	\$1,275,041.68

Mulch Pricing (Separated)	Billing Fee PER SERVICE Year One	Total Fee Year 1	Annual Fee Year 2	Total Annual Fee Year 3	Total Annual Fee Year 4	Total Annual Fee Year 5	5 YEAR TOTAL
Pinestraw Applications							
2 application(s) per year 1,758 Bales Per Application	\$12,459.83	\$24,919.66	\$24,919.66	\$25,667.25	\$25,667.25	\$26,437.27	\$127,611.09
Mulch (Brown Cypress) Applications							
2 application(s) per year 95 CuYds per Application	\$7,053.75	\$14,107.50	\$14,107.50	\$14,530.73	\$14,530.73	\$14,966.65	\$72,243.10
Mulch (Hardwood) Applications							
2 application(s) per year 48 CuYds per Application	\$3,564.00	\$7,128.00	\$7,128.00	\$7,341.84	\$7,341.84	\$7,562.10	\$36,501.78
Playground Mulch Applications							
2 application(s) per year 43 CuYds per Application	\$3,192.75	\$6,385.50	\$6,385.50	\$6,577.07	\$6,577.07	\$6,774.38	\$32,699.50

SPECIFIC CONDITIONS

- See attached "Scope of Services – Landscape" from the Bartram Springs CDD Project Manual provided by the client. All 3 Addendums were received and understood.
- See attached aerial maps to define service area.
- Pricing is valid up to 60 days from proposal date.
- Mulch, Pinestraw, Seasonal Color and Palm Tree Pruning are included in base maintenance package pricing.

LANDSCAPE DETAILS

- Fire Ant Control / Top Choice pricing is not in contract price but can be completed at the cost of \$8,750.00 per application for all areas required in Scope.
- Our pricing includes monthly irrigation wet checks, per the standard recommendation. Additional wet checks can be completed at a cost of \$668.52 / wet check. To complete a total of 18 wet checks, the irrigation wet check price would increase your contract price by \$4,011.12 annually.
- Ornamental grasses will be allowed to naturalize. No hard pruning - pruned using the barrel cut method as recommended by UF-IFAS. Ornamental grasses will be shaped and cleaned from dead growth as needed.
- Pushbacks of perimeter wood lines and native buffers not included. Pushbacks of these areas can be completed outside of contracted price, as required.
- Regarding replacement of Plant Material: Tree and shrubs in a state of decline will be brought to the attention of the district. Dead or unsightly plant material shall be removed upon notification of the district. The contractor will be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance. The contractor will replace said dead or unsightly plant material not to exceed \$200.00 per month with the approval of the Field Operations Manager.

6. Proposal amount is \$ 248,987.81 for year one.
 Written amount: Two hundred forty-eight thousand nine-hundred eighty-seven dollars and eight-cents
 Renewal price is \$ 248,987.81 for year two.
 Written amount: Two hundred forty-eight thousand nine-hundred eighty-seven dollars and eight-cents
 Renewal price is \$ 256,457.44 for year three.
 Written amount: Two hundred fifty-six thousand four hundred fifty-seven dollars and forty-four cents
 Renewal price is \$ 256,457.44 for year four.
 Written amount: Two hundred fifty-six thousand four hundred fifty-seven dollars and forty-four cents
 Renewal price is \$ 264,151.17 for year five.
 Written amount: Two hundred sixty-four thousand one hundred fifty-one dollars and sixteen cents
 5-Year Total Price is: \$1,275,041.68
 Written amount: One million two hundred seventy-five thousand four hundred sixty-three dollars and forty-seven cents

- Pricing shown here INCLUDES:
- Landscaping Maintenance
 - Fertilization
 - Irrigation Maintenance
 - ~~Mulch/Pinestraw~~
 - ~~Playground Mulch~~
 - Veterans Park Sports Field Maintenance
 - Seasonal Color and
 - Palm Tree Trimming

An additional break-out of those items also included in proposal.

Proposer: The Greenery of North Florida, Inc.

SIGNATURE: [Signature] Stacy Montoya
 TITLE: Business Developer
 ADDRESS: 1417 Avery Road, Fernandina Beach, FL 32034

SIGNATURE: [Signature] Sara Torres
 TITLE: office admin
 ADDRESS: 1417 Avery Rd. Fernandina Beach, FL 32034

SIGNATURE: [Signature] Roy Grantham
 TITLE: Branch Manager
 ADDRESS: 1417 Avery Road Fernandina Beach, FL 32034

This form must be submitted with written proposal

**BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

UNIT PRICES

Please provide the following unit prices for the following items. Each unit price shall include all costs for complete, installed work including materials, labor, overhead and profit. All materials shall be Florida No. 1 or better.

SOD/SEED/MULCH:

Sodded Bermuda 419 Lawn, SF	\$ 1.59
Sodded St. Augustine 'Floritam'	\$ 1.92
Sodded Bahia Lawn, SF	\$ 1.56
3" Deep Pine straw, SF	\$ 8.25 (1 Bale = 3" per sq ft)
3" Deep Shredded Hardwood Mulch, SF	\$ 0.60 (0.01 cubic yds = 3" per sq ft)

SHRUBS:

Daylily- 1 gal.	\$ 16.25
Lantana – 1 gal.	\$ 16.25
Parsons Juniper – 3 gal.	\$ 29.50
Agapanthus – 3 gal.	\$ 30.00
Loropetalum – 3 gal.	\$ 32.25
Walters Viburnum – 3 gal.	\$ 29.50
Muhly Grass – 3 gal.	\$ 28.25

ANNUALS:

Annuals in 4" pots each	\$ 2.50
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TREES (CONTAINER):

Crape Myrtle – 30 gal.	\$ 475.00
Live Oak – 45 gal.	\$ 950.00
Live Oak – 100 gal.	\$ 2,250.00
Southern Magnolia – 30 gal.	\$ 575.00
Red Cedar- 30 gal.	\$ 600.00

**BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES/UNIT PRICES
(PLEASE PROVIDE ACCURATE PRICING)**

PRICING BELOW EXPIRES 01/01/2026

Due to CPI Increases as required

COST FOR ADDITIONAL MOWING

Lump Sum, Area #1 (*Entry, Boulevard, Amenity & Park, per map*) \$1,275.00

Lump Sum Bahia, Area #2 (*Common Area, per map*) \$759.00

Lump Sum Bahia, Area #3 (*Ponds, per map*) \$1,171.00

COST FOR ONE TIME ADDITIONAL POND MOWING

Lump Sum Bahia on Pond # 2 \$67.00

Lump Sum Bahia on Pond # 4 \$134.00

Lump Sum Bahia on Pond # 5 \$134.00

Lump Sum Bahia on Pond # 6 \$100.00

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Lump Sum Bahia on Pond # 22 \$100.00

Lump Sum Bahia on Pond # 25 \$100.00

Lump Sum Bahia on Pond #26 \$100.00

COST FOR ONE TIME DRAINAGE EASEMENT ROUGH MOWING (RED AREAS ON MAP)

Lump Sum Drainage Easement # D 1 \$200.00

Lump Sum Drainage Easement # D 2 \$134.00

Lump Sum Drainage Easement # D 3 \$175.00

Lump Sum Drainage Easement # D 4 \$250.00

COST FOR BERMUDA TURF AERIFICATION

Aerification for both Bermuda Sports Fields \$2,950.00

COST TO OVERSEED BERMUDA SPORTS FIELDS

Overseeding for both Bermuda Sports Fields at a rate of 8 pounds of Rye Seed per 1000sqft \$4,292.00

Refer to Detailed Specifications on Mulch removal.

MULCH REMOVAL Cost

Amenity Facility

Pool area and building \$1,950.00
Parking lot \$950.00

Entry

Entry thru Everest curb cut including median \$2,250.00

Center Medians

Everest to School Curb Cut \$1,300.00
School to Ginnie Springs Rd. \$1,300.00
Ginnie Springs Rd. to Charry Lake Dr. \$800.00

PALM SERVICES (PER LANDSCAPE SPECS)

Lump Sum Prune (Total Palms) \$ 4,556.25

Lump Sum Fungicide/Insecticide/Fertilize (Total Palms) \$ 11,050 (Root Injections which cover RFP Specs)

Please provide unit prices for routine maintenance repair and replacement of the following items. Each unit price shall include costs for complete, installed work including materials, labor, overhead and profit.

CONTROLLER:

Rain Bird ESTP-32MC No longer made - recommendation provided \$ 3,600.00 Recommendation: Weathermatic SL 4800
Rain Bird ESP-24 No longer made - recommendation provided \$ 1,160.25 Recommendation: Rain Bird ESP LX MEF 12 Station with Mod

VALVE:

Rain Bird PGA/50 \$ 395.00 We think you are asking for a Rain Bird PGA 150, which is the price provided here. Rain Bird does not make a "50", and a 100 is too small.

Heads: Rainbird or Hunter

Rotor \$ 52.37
Pop up 6" \$ 41.25
Pop up 12" \$ 47.31

WIRE:

14-1 Red Ft. \$ 7.18
14-1 White Ft. \$ 7.18
Wire Splice 3MDBR EA \$ 41.10

PIPE:

3" PR – 160, LF \$ 10.20 per LF
2-1/2" PR – 160, LF \$ 9.18 per LF
2" PR – 160, LF \$ 8.47 per LF

1-1/2" PR – 160, LF	\$ 7.91 per LF
1-1/4" PR – 160, LF	\$ 7.69 per LF
1" CL – 200, LF	\$ 7.46 per LF
3/4" CL – 200, LF	\$ 7.34 per LF
1/2" PR – 315, LF	\$ 7.34 per LF

MISCELLANEOUS:

1/2" Flex PVC	\$ 7.82
3/4" Flex PVC	\$ 8.36

SLIP-FIX REPAIR COUPLING:

3", EA	\$ 645.55
2-1/2", EA	\$ 645.55
2", EA	\$ 313.82
1-1/2", EA	\$ 313.82
1-1/4", EA	\$ 158.37
1", EA	\$ 83.37
3/4", EA	\$ 82.16
1/2", EA	\$ 82.16

PLEASE PROVIDE HOURLY RATES FOR THE FOLLOWING ITEMS:

A. Mowers	\$ <u>72.00</u> per Acre
B. Bush-Hog	\$ <u>135.00</u> per Hour
C. Tractor	\$ <u>135.00</u> per Hour
D. Supervisor with Transportation	\$ <u>75.00</u> per Hour
E. Laborer with hand equipment	\$ <u>67.00</u> per Hour
F. Truck	\$ <u>50.00</u> per Hour
G. Irrigation Tech labor rate	\$ <u>80.00</u> per Hour

FORMS

PROPOSAL FORMS | AFFIDAVITS | ADDENDUM
ACKNOWLEDGEMENTS



FULL-SERVICE LANDSCAPE PROPOSAL



LANDSCAPING MAINTENANCE | IRRIGATION | FERTILIZATION | SEASONAL
COLOR | MULCH/PINESTRAW | PALM TREE PRUNING

4. Acknowledgment of Receipt of Documents and Proposal Signature Form

BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT

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

This Proposal for landscape and irrigation maintenance services has been submitted on this 11th day of January, 2024 by The Greenery of North Florida, Inc. [company] whose business address is 1417 Avery Road, Fernandina Beach, FL 32034, telephone number is 904-627-5838, fax number is N/A, and electronic mail address is stacymontoya@thegreeneryinc.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 ninety (90) 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 Bartram Springs Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

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

Addendum No. <u>First Addendum (Addendum 1)</u>	dated <u>December 29, 2023</u>
Addendum No. <u>Second Addendum (Addendum 2)</u>	dated <u>January 9, 2024</u>
Addendum No. <u>Third Addendum (Addendum 3)</u>	dated <u>January 12, 2024</u>
Addendum No. _____	dated _____
Addendum No. _____	dated _____

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

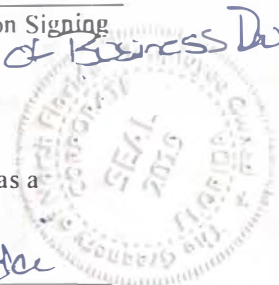
The Greenery of North Florida By: MC Brock
Name of Organization

This 3 day of January, ~~2023~~ ²⁰²⁴ By: Melissa Brock
Name and Title of Person Signing

Director of Business Dev

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: Florida



State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 3rd day of January, 202~~3~~⁴, by Melissa Brock, of the Greenery of North Florida, Inc., who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



[Signature]
Signature of Notary taking acknowledgment

5. Proposal Form

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE OPERATIONS
FOR
BARTRAM SPRINGS
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

BARTRAM SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

on or before 10:00 a.m. EST, January 4, 2023

TO: Bartram Springs Community Development District

FROM: The Greenery of North Florida, Inc.
(Contractor)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Bartram Springs Community Development District, the undersigned proposes to conduct all Work necessary to provide complete Maintenance Operations as described in the Detailed Specifications and Maintenance Map.

All Proposals shall be in accordance with the project manual.

To: Bartram Springs Community Development District

Ladies and Gentlemen:

The undersigned, as Proposer, hereby declares (1) that the only person or persons interested in the Proposal, as principal or principals is or are names herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the Work pertains, (2) that this Proposal is made without connection or arrangement with any other person, company, or parties making a Proposal and (3) that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Proposer further declares that he has examined the site of the Work; that he has made sufficient investigations to fully satisfy himself that such site is a correct and suitable one for this Work; and he assumes full responsibility therefore; that he has examined the Specifications for the Work and from his own experience or from professional advice that the Specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Notice to Contractors, Instructions to Proposer, Proposal, Agreement, General Conditions, Detailed Specifications and Maintenance Map and he has read all addenda prior to the opening of Proposals, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and the Agreement, and called for by the Detailed Specifications and Maintenance Map and in the manner specified.

Note: The proposal summary contained herein is merely illustrative of the minimum amount/quantity of Work to be performed under the Contract, in the case of any conflict between this schedule of Proposal items and the Contract Specifications, the Contract Specifications will prevail.

PER CONTRACT DOCUMENTS:

1. Certificate of insurance is enclosed with Proposal.
2. Proposal is for a one year term, with the option for four annual renewals thereafter.
3. Proposer certifies he has made a complete inspection of the site of the proposed work and fully understands and complies with the Instructions to Proposer.
4. The District reserves the right to add and delete individual items from the final Contract award and during the Contract term.
5. This Proposal covers all maintenance Work detailed in the general conditions, detailed specifications and Maintenance Map.

6. Proposal amount is \$ 317,847.15 for year one.

Written amount: Three-hundred seventeen-thousand eight-hundred
forty-seven dollars and fifteen cents

Renewal price is \$ 317,847.15 for year two.

Written amount: Three-hundred sixteen-thousand eight-hundred
forty-seven dollars and fifteen cents

Renewal price is \$ 327,382.56 for year three.

Written amount: Three-hundred twenty-seven thousand three-
hundred eighty-two dollars and fifty-six cents

Renewal price is \$ 327,382.56 for year four.

Written amount: Three-hundred twenty-seven thousand three-
hundred eighty-two dollars and fifty-six cents

Renewal price is \$ 337,204.04 for year five.

Written amount: Three-hundred thirty-seven thousand two-
hundred and four dollars and four cents

Pricing shown here

INCLUDES:

- Landscaping Maintenance
- Fertilization
- Irrigation Maintenance
- Mulch/Pinestraw
- Playground Mulch
- Veterans Park Sports Field Maintenance
- Seasonal Color and
- Palm Tree Trimming

An additional break-out of those items also included in proposal.

5-Year Total Price is: \$1,627,663.47

Written amount: One-million six-hundred twenty-seven-thousand,
six-hundred sixty-three dollars and forty-seven cents

Proposer: The Greenery of North Florida, Inc.

SIGNATURE: [Signature] Stacy Montoya

TITLE: Business Developer

ADDRESS: 1417 Avery Road, Fernandina
Beach, FL 32034

SIGNATURE: [Signature] Sara Torres

TITLE: office admin

ADDRESS: 1417 Avery Rd.
Fernandina Beach, FL 32034

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**BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

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Please provide the following unit prices for the following items. Each unit price shall include all costs for complete, installed work including materials, labor, overhead and profit. All materials shall be Florida No. 1 or better.

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Muhly Grass – 3 gal.	\$ 28.25

ANNUALS:

Annuals in 4" pots each	\$ 2.50
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TREES (CONTAINER):

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**BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES/UNIT PRICES
(PLEASE PROVIDE ACCURATE PRICING)**

PRICING BELOW EXPIRES 01/01/2026

Due to CPI Increases as required

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Rain Bird ESP-24 No longer made - recommendation provided \$ 1,160.25 Recommendation: Rain Bird ESP LX MEF 12 Station with Mod

VALVE:

Rain Bird PGA/50 \$ 395.00 We think you are asking for a Rain Bird PGA 150, which is the price provided here. Rain Bird does not make a "50", and a 100 is too small.

Heads: Rainbird or Hunter

Rotor \$ 52.37
Pop up 6" \$ 41.25
Pop up 12" \$ 47.31

WIRE:

14-1 Red Ft. \$ 7.18
14-1 White Ft. \$ 7.18
Wire Splice 3MDBR EA \$ 41.10

PIPE:

3" PR – 160, LF \$ 10.20 per LF
2-1/2" PR – 160, LF \$ 9.18 per LF
2" PR – 160, LF \$ 8.47 per LF

1-1/2" PR – 160, LF	\$ 7.91 per LF
1-1/4" PR – 160, LF	\$ 7.69 per LF
1" CL – 200, LF	\$ 7.46 per LF
3/4" CL – 200, LF	\$ 7.34 per LF
1/2" PR – 315, LF	\$ 7.34 per LF

MISCELLANEOUS:

1/2" Flex PVC	\$ 7.82
3/4" Flex PVC	\$ 8.36

SLIP-FIX REPAIR COUPLING:

3", EA	\$ 645.55
2-1/2", EA	\$ 645.55
2", EA	\$ 313.82
1-1/2", EA	\$ 313.82
1-1/4", EA	\$ 158.37
1", EA	\$ 83.37
3/4", EA	\$ 82.16
1/2", EA	\$ 82.16

PLEASE PROVIDE HOURLY RATES FOR THE FOLLOWING ITEMS:

A. Mowers	\$ <u>72.00</u> per Acre
B. Bush-Hog	\$ <u>135.00</u> per Hour
C. Tractor	\$ <u>135.00</u> per Hour
D. Supervisor with Transportation	\$ <u>75.00</u> per Hour
E. Laborer with hand equipment	\$ <u>67.00</u> per Hour
F. Truck	\$ <u>50.00</u> per Hour
G. Irrigation Tech labor rate	\$ <u>80.00</u> per Hour

6. Contractor's Qualification Statement

**BARTRAM SPRINGS
COMMUNITY DEVELOPMENT DISTRICT**

**CONTRACTOR'S QUALIFICATION STATEMENT
Landscape and Irrigation Maintenance Services**

The Greenery of North Florida, Inc.

Contractor

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CONTRACTOR QUALIFICATION STATEMENT

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AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT PURSUANT TO CHAPTER 287, FLORIDA STATUTES, ON
INTEGRITY OF PUBLIC CONTRACTING AND PURCHASING

6. Is the Proposer incorporated in the State of Florida? yes (x) no ()

6.1 If yes, provide the following:

o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes (x) no ()

If no, please explain N/A

o Date incorporated 11/22/2019 Charter No. 84-3916686 FEI/EIN Number _____

6.2 If no, provide the following:

o The State with whom the Proposer company is incorporated? _____

o Is the company in good standing with the State? yes () no ()

In no, please explain _____

o Date incorporated _____ Charter No. _____

o Is the Proposer company authorized to do business in the State of Florida? yes () no ()

7. Is the Proposer company a registered or licensed contractor with the State of Florida?
yes (x) no ()

7.1 If yes, provide the following:

o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) Irrigation Contractor

o License No. I-339 Expiration Date 09/07/2024

o Qualifying individual Tom Livingston Title Director

o List company(s) currently qualified under this license The Greenery of North Florida, Inc.

7.2 Is the Proposer company a registered or licensed Contractor with Duval County? yes (x) no ()

7.3 Has the Proposer company performed work for a community development district previously? yes (x) no ()

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2020) \$48.9 mil, (2021) \$54.6 mil, (2022) \$60.7 mil.

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

General Liability	<u>\$2,000,000</u>
Automobile Liability	<u>\$2,000,000</u>
Workers Compensation	<u>\$1,000,000</u>
Expiration Date	<u>10/01/2024</u>

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

If yes, please describe each violation, fine, and resolution Mower fatality in Jacksonville

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes _____ No x If so, state the name(s) of the company(ies) N/A

the state(s) where barred or suspended N/A
state the period(s) of debarment or suspension N/A

12. What is the landscape and irrigation maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE AND IRRIGATION MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Roy Grantham	Branch Mgr	Operations of North FL	13+ years	3 years	Branch Manager
Jason Cather	Reg Irrigation Dir	FL Irrigation Operations	30+ years	<1 year	Reg Irrigation Mgr

13. Has the Proposer ever failed to complete any work awarded to it? Yes _____ No x
If so, where and why? N/A

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape and irrigation maintenance contract?

Yes _____ No If so, state name of individual, other organization and reason
therefore. N/A

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

16. Has the Proposer or any of its affiliates ever been either disqualified or denied
prequalification status by a governmental entity? N/A If
so, discuss the circumstances surrounding such denial or disqualification as well as the date
thereof. N/A

17. Within the past five (5) years, has the Proposer failed to complete a project within the
scheduled contract time? N/A If
so, discuss the circumstances surrounding such failure to complete a project on time as well
as the date thereof. N/A

18. Please state whether or not the Proposer has completed background checks on all of
its employees who will or may be providing services at the Bartram Springs Community
Development District? Yes No _____ If no, please state the date by which the
Proposer will assure to the District the completion of such background check.

[CONTINUED ON FOLLOWING PAGE]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Bartram Springs Community Development District or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Bartram Springs Community Development District should qualify the Proposer for bidding on its landscape and irrigation maintenance project, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation

The Greenery of North Florida By: MC Brock
Name of Proposer

Melissa Brock
[Type Name and Title of Person Signing]
Director of Business Development

This 3 day of January, 2024



(Corporate Seal)

Sworn to before me this 3rd day of January, 2024.

[Signature] August 16, 2027
(Seal) Notary Public/Expiration Date



CORPORATE OFFICERS

Company Name The Greenery of North Florida, Inc.

Date 01/11/2024

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
See below			
FOR PARENT COMPANY (if applicable)			
Lee Edwards	President	Oversee all company processes	Hilton Head, SC
Ben Campsey	Chief Financial Officer	Oversee all company financial processes	Hilton Head, SC
Daryl Hendricks	Chief Operating Officer	Oversee all company operational processes	Hilton Head, SC
Janet DeNicola	Chief Asset Officer	Oversee all company technology & software	Hilton Head, SC

SUPERVISORY PERSONNEL

Company Name The Greenery of North Florida, Inc.

Date 01/11/2024

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations?
(Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Roy Grantham	Branch Manager	Oversees Branch Operations	3+ Years	13+Years
David Rivera	Regional VP	Oversees FL/GA Operations	3+ Years	30+Years
Zach Higginbotham	Client Relationship Manager	Client's Interface (single-point-of-contact)	2+ Years	5+Years
Corey Guerrant	Plant Health Services Mgr	Oversees Turf & Ornamental Applications	10+ Years	10+Years
Jason Cather	Irrigation Regional Manager	Oversees Irrigation Operations	<1 Years	30+Years
Alex Brown	Production Manager	Oversees Production Crews	2 Years	5+Years
Javier Ortega	Crew Leader	Manages On-Site Crews	5+ Years	5+Years

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)

Company Name The Greenery of North Florida, Inc.

Date 01/11/2024

QUANTITY	DESCRIPTION	CAPACITY	NO. LOCATED IN	
			FLORIDA	OTHER
350	Vehicles	Crew Vehicles (Trucks, etc.)	40	310
27	Tractors / Bobcats	Large Area Mowing & Install	7	20
250	Production Mowers	72" Mowers - 36" Mowers	25	225
1,000+	2-Cycle Equipment	Blowers, Weed Eaters, Trimmers, etc.	200	800+

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name The Greenery of North Florida, Inc.

Date 01/11/2024

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

Owner, Location and Description of Project	Current Contract Amount as Prime	Current Contract Amount as Subcontractor	Current Amount Sublet to Others	Proposer's Uncompleted Amount as of this Date		Completion Date		
				As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
Wildlight CDD	\$ 490,000+ / yr	N/A	N/A	N/A	N/A			
Grand Oaks CDD	\$220,000+ / yr	N/A	N/A	N/A	N/A			
St. Johns Forest CDD	\$100,000+ / yr	N/A	N/A	N/A	N/A			
North Hampton	\$250,000+ / yr	N/A	N/A	N/A	N/A			
Sea Chase	\$100,000+ / yr	N/A	N/A	N/A	N/A			
Please see local reference list for additional	\$	\$	\$	\$	\$			
clients. More can be provided, if required.	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand					\$			

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name The Greenery of North Florida, Inc.

Date 01/11/2024

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/ Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³
See following 4 pages with info						

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.



the greenery, inc.[™]

— EMPLOYEE OWNED —

Q2 2023

Previous 3 Year Key Project References

Heartwood Outfitter's Center and Ogeechee Park

Completed Month: *July *2023

Location: Belfast Keller Road - Heartwood

City/St * Richmond Hill *GA

Owner: *Raydient Places/ Rayonier

Architect: *Eric Pohlman - LandDesign

General Contractor: *Owner/Developer

Contract amount (\$): *\$2,500,000

Scope: Landscape – Irrigation – Hardscape

Owner or GC contact: *Bill Cunningham – Owner's Rep VP Land Development Raydient

Contact telephone #: *(912) 445.1691

Contact e-mail: * billc@raydientplaces.com

Wildlight Avenue Extension

Completed Month: *June *2023

Location: Wildlight Avenue

City/St * Yulee *FL

Owner: *Wildlight / Rayonier

Architect: *ETM Landscape Architecture

General Contractor: *Owner/Developer

Contract amount (\$): *\$425,000

Scope: Landscape – Irrigation

Owner or GC contact: *Tommy Jinks – Owner's Rep VP Land Development Wildlight

Contact telephone #: *(912) 445.1691

Contact e-mail: *

The Lowe Multi-Family

Completed Month: *December *2022

Location: Montgomery Street

City/St * Savannah *GA

Owner: *Montgomery Street Partners

Architect: *Thomas and Hutton Engineering

General Contractor: *Omega Construction

Contract amount (\$): *\$295,000

Scope: Landscape – Irrigation – Green Roof

Owner or GC contact: *Dana Stunkel – PM Omega Construction

Contact telephone #: *(912) 480.0135

Contact e-mail: * danas@omegaconstruction.com

New Riverside Village Commons

Completed Month: *Dec *2022
Location: New Riverside and Hwy 170
City/St * Bluffton * SC
Owner: *Avtex Commercial Development
Architect: *Thomas and Hutton Engineering
General Contractor: *Owner Developer
Contract amount (\$): *\$485,000
Scope: Landscape – Irrigation
Owner or GC contact: *Chris Biggers – PM Avtex Commercial Development
Contact telephone #: *(843) 568.2986
Contact e-mail: [*chris@avtexcommercial.com](mailto:chris@avtexcommercial.com)

Latitude Hilton Head Phases 4-5-6

Completed Month: *December *2022
City: *Hardeeville State: *SC
Contract amount (\$): *\$3,500,000
Contract Bonded: *No
Owner or General Contractor: *Minto Communities
Owner or GC contact: *Stuart Barney
Contact telephone #: *(843) 227-4013
Contact e-Mail: [*sbarney@mintousa.com](mailto:sbarney@mintousa.com)

110 Park of Commerce/Omega Offices

Completed Month: *September *2022
Location: 100 Park of Commerce
City/St * Pooler *GA
Owner: *Omega Construction
Architect: *Coleman Company Inc
General Contractor: * Owner Developer
Contract amount (\$): *\$109,000
Scope: Landscape – Irrigation
Owner or GC contact: *Todd Mayo – VP Construction Omega Construction Savannah
Contact telephone #: *(912) 480.0135
Contact e-mail: [*toddm@omegaconstruction.com](mailto:toddm@omegaconstruction.com)

Omni Resort Renovation

Completed Month: *December *2022
Location: Omni Resort - Palmetto Dunes Resort
City/St * Hilton Head Island *SC
Owner: *Omni HHI Oceanfront Resorts
Architect: *Eric Walsnovich - Wood and Partners
General Contractor: *The Greenery Inc
Contract amount (\$): *\$515,000
Scope: Landscape – Irrigation – Hardscape
Est Completed Month: *April *2022
Owner or GC contact: *Eric Walsnovich Owner's Rep
Contact telephone #: *(843) 681.6618 x243
Contact e-mail: [*ewalsnovich@woodandpartners.com](mailto:ewalsnovich@woodandpartners.com)

Sea Pines Quarterdeck

Est Completed Month: *March *2022
Location: Sea Pines Resort – HarborTown Resort
City/St * Hilton Head Island *SC
Owner: *Sea Pines Resort
Architect: *Hart Howarton Architects
General Contractor: *JE Dunn Construction
Contract amount (\$): *\$145,000
Scope: Landscape – Irrigation
Owner or GC contact: *Jeff Gazaway – JE Dunn Construction Project Superintendent
Contact telephone #: *(912) 373.6950
Contact e-mail: *Jeff.Gazaway@jedunn.com

Restoration Hardware Galleries Jacksonville

Completed Month: *October *2021
City: * Jacksonville State: * FL
Contract amount (\$): *\$1,100,000
Contract bonded: *No
Owner or General Contractor: *Owner RH Galleries
Owner or GC contact: *Gretchen Kimball
Contact telephone #: *(415) 341-7030
Contact e-mail: *gkimball@rh.com

Riverworks Eastern Wharf Multi-Family

Completed Month: *July *2021
City: *Savannah State: *GA
Contract amount (\$): *\$1,250,000
Contract Bonded: *No
Owner or General Contractor: *Choate Construction
Owner or GC contact: *Rick Parrish
Contact telephone #: *(912) 790-0011
Contact e-Mail: *rparrish@chaoteco.com

Kiawah River Open Spaces and Common Areas

Completed Month: *July *2021
City: *John's Island *SC
Contract amount (\$): *\$2,250,000
Contract Bonded: *No
Owner or General Contractor: *Kiawah River- Beach Company
Owner or GC contact: *Michael Brunetti
Contact telephone #: *(704) 907-3461
Contact e-Mail: *mbrunetti@kiawahriver.com

Liberty by Hilton

Completed Month: *April *2021
City: *Charleston State: *SC
Contract amount (\$): *\$950,000
Contract bonded: *Yes
Owner or General Contractor: *Landmark Builders
Owner or GC contact: *Kenneth Tucker
Contact telephone #: *(803) 518-2419
Contact e-mail: *ktucker@landmarkbuilders.com

Latitude Hilton Head Amenity

Completed Month: *December *2020
City: *Hardeeville State: *SC
Contract amount (\$): *\$1,250,000
Contract Bonded: *No
Owner or General Contractor: *Minto Communities
Owner or GC contact: *Stuart Barney
Contact telephone #: *(843) 227-4013
Contact e-Mail: sbarney@mintousa.com

Latitude Hilton Head Common Areas and Streetscapes

Completed Month: *Thru December *2020
City: *Hardeeville State: *SC
Contract amount (\$): *\$5,500,000
Contract Bonded: *No
Owner or General Contractor: *Minto Communities
Owner or GC contact: *Dennis Church
Contact telephone #: *(843) 227-4013
Contact e-Mail: dchurch@mintousa.com

Aventon Multi-Family

Completed Month: *September *2020
City: *Savannah State: *GA
Contract amount (\$): *\$1,100,000
Contract bonded: *No
Owner or General Contractor: *Aventon Properties
Owner or GC contact: *Mike Johnston
Contact telephone #: *(912) 652-4551
Contact e-mail: mjohnston@aventonproperties.com

Charleston County Airport Parking Garage

Completed Month: *September *2020
City: *Charleston: *SC
Contract amount (\$): *\$1,125,000
Contract bonded: *Yes
Owner or General Contractor: *Roy Anderson Corp
Owner or GC contact: *Chris Monsour
Contact telephone #: *(610) 206.7534
Contact e-mail: Chris.Monsour@rac.com

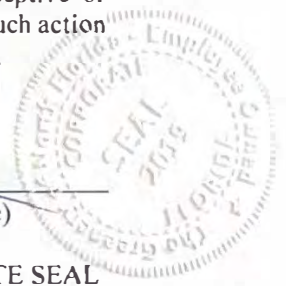
AFFIDAVIT FOR CORPORATION

State of Florida ss:

County of Duval

Melissa Brock
(title) Director of Business Development
of the The Greenery of North Florida
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejection of Proposer's proposal.

Melissa Brock
(Officer must also sign here)



CORPORATE SEAL

Sworn to and subscribed before me this 3rd day of January, 202⁴, by Melissa Brock of The Greenery of North Florida, Inc.



(Official Notary Signature & Seal)
Name: Stacy Montoya
Personally Known ✓
OR Produced Identification _____
Type of Identification _____

**SWORN STATEMENT PURSUANT TO CHAPTER 287, *FLORIDA STATUTES*, ON
INTEGRITY OF PUBLIC CONTRACTING AND PURCHASING**

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

1. This sworn statement is submitted to Bartram Springs Community Development District (“District”)
(print name of the public entity)

by Roy Grantham, Branch Manager
(print individual's name and title)

for The Greenery of North Florida, Inc. (“Proposer”)
(print name of entity submitting sworn statement)

whose business address is

1417 Avery Road, Fernandina Beach, FL 32034

and (if applicable) its Federal Employer Identification Number (FEIN) is 84-3916686

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

N/A

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

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

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

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

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

[Signature page follows]

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE MEET ANY OF THE PROHIBITED CRITERIA. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER MEETS ANY OF THE PROHIBITED CRITERIA, THE PROPOSER SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO DOES NOT MEET ANY OF THE PROHIBITED CRITERIA. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPOSER.

The foregoing SWORN STATEMENT is dated this 3 day of January, 2023. 2024



(Corporate Seal, if applicable)

The Greenery of North Florida
(Name of Proposer)

MC Brock

B: Melissa Brock

Title: Director of Business Development

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization, this 3rd day of January, 2023, by Melissa Brock of The Greenery of North Florida, Inc., who is personally known to me or who has produced as identification, and did [] or did not [] take the oath.



[Signature]
Notary Public, State of Florida
Print Name: Stacy Montoya
Commission No.: HH 434116
My Commission Expires: AUGUST 16, 2027

WHY CHOOSE THE GREENERY?

... Because what matters to you,
is everything to us.

100% EMPLOYEE OWNED

results in great service to our customers

HIGH RANKING SAFETY STANDARDS

BEAUTIFUL, QUALITY LANDSCAPE SERVICES

COMPETITIVE PRICING

CUSTOMIZED COMMUNICATIONS

on-site meetings, emails, phone calls, texts

— **WHATEVER IT TAKES**

CUSTOMER SATISFACTION

having YOU as a highly satisfied customer

— striving to **EXCEED YOUR EXPECTATIONS**

ENHANCING PEOPLES LIVES THROUGH BEAUTIFUL LANDSCAPING



***BARTRAM SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSAL***

FROM



The Tree Amigos

January 2024

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3. Proposal Form
4. Contractor's Qualification Statement
5. Form of Landscape and Irrigation Maintenance Services Agreement
6. Detailed Specifications and Maintenance Map

1. Evaluation Criteria

BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT

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

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible)

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

2. Experience (25 Points Possible)

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

3. Understanding Scope of RFP (15 Points Possible)

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

4. Financial Capacity (5 Points Possible)

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

5. Price (20 Points Possible)

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND ALL FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

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

receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor "C" will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers

(15 Points Possible)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, as well as unit costs, if any.

Proposer's Total Score

(100 Points Possible)

BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT

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

This Proposal for landscape and irrigation maintenance services has been submitted on this 18 day of January, 2024 by The Tree Amigos Outdoor Services, LLC [company] whose business address is 2105 Harbor Lake Dr. Fleming Island, FL 32003 telephone number is 904-778-1030, fax number is 904-778-1045 , and electronic mail address is JProctor@treeamigosoutdoor.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 ninety (90) 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 Bartram Springs Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

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 December 29, 2023

Addendum No. 2 dated January 9, 2024

Addendum No. 3 dated January 12, 2024

Addendum No. dated

Addendum No. dated

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

The Tree Amigos Outdoor Services, LLC
Name of Organization

This 12th day of January, 2024

By: [Signature]

By: James D Proctor
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: Florida

State of Florida

County of Clay

The foregoing instrument was acknowledged before me this 12th day of January, 2024, by James D Proctor, of the Tree Amigos Outdoor Services, LLC, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



[Signature]
Signature of Notary taking acknowledgment

3. Proposal Form

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE OPERATIONS
FOR
BARTRAM SPRINGS
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

BARTRAM SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

on or before 10:00 a.m. EST, January 18, 2024

TO: Bartram Springs Community Development District

FROM: Tree Amigos Outdoor Services, LLC
(Contractor)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Bartram Springs Community Development District, the undersigned proposes to conduct all Work necessary to provide complete Maintenance Operations as described in the Detailed Specifications and Maintenance Map.

All Proposals shall be in accordance with the project manual.

To: Bartram Springs Community Development District

Ladies and Gentlemen:

The undersigned, as Proposer, hereby declares (1) that the only person or persons interested in the Proposal, as principal or principals is or are names herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the Work pertains, (2) that this Proposal is made without connection or arrangement with any other person, company, or parties making a Proposal and (3) that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Proposer further declares that he has examined the site of the Work; that he has made sufficient investigations to fully satisfy himself that such site is a correct and suitable one for this Work; and he assumes full responsibility therefore; that he has examined the Specifications for the Work and from his own experience or from professional advice that the Specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Notice to Contractors, Instructions to Proposer, Proposal, Agreement, General Conditions, Detailed Specifications and Maintenance Map and he has read all addenda prior to the opening of Proposals, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and the Agreement, and called for by the Detailed Specifications and Maintenance Map and in the manner specified.

Note: The proposal summary contained herein is merely illustrative of the minimum amount/quantity of Work to be performed under the Contract, in the case of any conflict between this schedule of Proposal items and the Contract Specifications, the Contract Specifications will prevail.

PER CONTRACT DOCUMENTS:

1. Certificate of insurance is enclosed with Proposal.
2. Proposal is for a one year term, with the option for four annual renewals thereafter.
3. Proposer certifies he has made a complete inspection of the site of the proposed work and fully understands and complies with the Instructions to Proposer.
4. The District reserves the right to add and delete individual items from the final Contract award and during the Contract term.
5. This Proposal covers all maintenance Work detailed in the general conditions, detailed specifications and Maintenance Map.

6. Proposal amount is \$ 251,973.24 for year one.
 Written amount: Two hundred fifty-one thousand nine hundred seventy-three dollars and 24 cents.
- Renewal price is \$ 257,012.70 for year two.
 Written amount: Two hundred fifty-seven thousand twelve dollars and 70 cents
- Renewal price is \$ 267,293.20 for year three.
 Written amount: Two hundred sixty-seven thousand two hundred ninety-three dollars and 20 cents
- Renewal price is \$ 280,657.86 for year four.
 Written amount: Two hundred eighty thousand six hundred fifty-seven dollars and 86 cents
- Renewal price is \$ 289,077.59 for year five.
 Written amount: Two hundred eighty-nine thousand seventy-seven dollars and 59 cents

Proposer: Tree Amigos Outdoor Services

SIGNATURE: [Signature]

TITLE: V.P.

ADDRESS: 5000-18 Hwy 17 #235
Fleming Island, FL 32003

SIGNATURE: [Signature]

TITLE: Office Administrator

ADDRESS: 5000-18 Hwy 17 #235
Fleming Island, FL 32003

SIGNATURE: [Signature]

TITLE: OFFICE MANAGER

ADDRESS: 5000-18 Hwy 17 #235
Fleming Island FL 32003

This form must be submitted with written proposal

**BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

UNIT PRICES

Please provide the following unit prices for the following items. Each unit price shall include all costs for complete, installed work including materials, labor, overhead and profit. All materials shall be Florida No. 1 or better.

SOD/SEED/MULCH:

Sodded Bermuda 419 Lawn, SF	\$ <u>1.00 sq. ft.</u>
Sodded St. Augustine 'Floritam'	\$ <u>1.00 sq. ft.</u>
Sodded Bahia Lawn, SF	\$ <u>.67 sq. ft.</u>
3" Deep Pine straw, SF	\$ <u>8.00/bale/ (1) bale covers 60 sq.ft @ 3" depth</u>
3" Deep Shredded Hardwood Mulch, SF	\$ <u>58.00 c.y./ (1) c.y. covers 217 sq. ft. @ 3" depth</u>

SHRUBS:

Daylily- 1 gal.	\$ <u>8.50</u>
Lantana – 1 gal.	\$ <u>8.50</u>
Parsons Juniper – 3 gal.	\$ <u>18.50</u>
Agapanthus – 3 gal.	\$ <u>18.50</u>
Loropetalum – 3 gal.	\$ <u>24.00</u>
Walters Viburnum – 3 gal.	\$ <u>18.50</u>
Muhly Grass – 3 gal.	\$ <u>18.50</u>

ANNUALS:

Annuals in 4" pots each	\$ <u>2.55</u>
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TREES (CONTAINER):

Crape Myrtle – 30 gal.	\$ <u>275.00</u>
Live Oak – 45 gal.	\$ <u>525.00</u>
Live Oak – 100 gal.	\$ <u>975.00</u>
Southern Magnolia – 30 gal.	\$ <u>275.00</u>
Red Cedar- 30 gal.	\$ <u>275.00</u>

**BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES/UNIT PRICES
(PLEASE PROVIDE ACCURATE PRICING)**

COST FOR ADDITIONAL MOWING

Lump Sum, Area #1	\$ <u>222,200.28</u>
Lump Sum Bahia, Area #2	\$ <u>12,791.68</u>
Lump Sum Bahia, Area #3	\$ <u>16,981.28</u>

COST FOR ONE TIME ADDITIONAL POND MOWING

Lump Sum Bahia on Pond # 2	\$ <u>75.00</u>
Lump Sum Bahia on Pond # 4	\$ <u>150.00</u>
Lump Sum Bahia on Pond # 5	\$ <u>295.00</u>
Lump Sum Bahia on Pond # 6	\$ <u>150.00</u>
Lump Sum Bahia on Pond # 7	\$ <u>150.00</u>
Lump Sum Bahia on Pond # 10	\$ <u>85.00</u>
Lump Sum Bahia on Pond # 14	\$ <u>95.00</u>
Lump Sum Bahia on Pond # 16	\$ <u>150.00</u>
Lump Sum Bahia on Pond # 17	\$ <u>75.00</u>
Lump Sum Bahia on Pond # 20	\$ <u>105.00</u>
Lump Sum Bahia on Pond # 21	\$ <u>125.00</u>
Lump Sum Bahia on Pond # 22	\$ <u>185.00</u>
Lump Sum Bahia on Pond # 25	\$ <u>100.00</u>
Lump Sum Bahia on Pond #26	\$ <u>180.00</u>

COST FOR ONE TIME DRAINAGE EASEMENT ROUGH MOWING (RED AREAS ON MAP)

Lump Sum Drainage Easement # D 1	\$ <u>1,500.00</u>
Lump Sum Drainage Easement # D 2	\$ <u>1,500.00</u>
Lump Sum Drainage Easement # D 3	\$ <u>1,500.00</u>
Lump Sum Drainage Easement # D 4	\$ <u>1,500.00</u>

COST FOR BERMUDA TURF AERIFICATION

Aerification for both Bermuda Sports Fields	\$ <u>25,200.00</u>
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COST TO OVERSEED BERMUDA SPORTS FIELDS

Overseeding for both Bermuda Sports Fields at a rate of 8 pounds of Rye Seed per 1000sqft **\$6,000.00**

Refer to Detailed Specifications on Mulch removal.

MULCH REMOVAL	Cost
Amenity Facility	
Pool area and building	<u>\$3,000.00</u>
Parking lot	<u>\$3,000.00</u>
Entry thru Everest curb cut including median	<u>\$2,000.00</u>

Center Medians

Everest to School Curb Cut	<u>\$1,500.00</u>
School to Ginnie Springs Rd.	<u>\$1,500.00</u>
Ginnie Springs Rd. to Charry Lake Dr.	<u>\$1,500.00</u>

PALM SERVICES (PER LANDSCAPE SPECS)

Lump Sum Prune (Total Palms)	<u>\$ 6,375.00</u>
Lump Sum Fungicide/Insecticide/Fertilize (Total Palms)	<u>\$ 12,480.00</u>

Please provide unit prices for routine maintenance repair and replacement of the following items. Each unit price shall include costs for complete, installed work including materials, labor, overhead and profit.

CONTROLLER:

Rain Bird ESTP-32MC	<u>\$ 1,200.00</u>
Rain Bird ESP-24	<u>\$ 950.00</u>

VALVE:

Rain Bird PGA/50	<u>\$ 200.00</u>
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Heads: Rainbird or Hunter

Rotor	<u>\$ 30.00</u>
Pop up 6"	<u>\$ 25.00</u>
Pop up 12"	<u>\$ 30.00</u>

WIRE:

14-1 Red Ft.	<u>\$.30</u>
14-1 White Ft.	<u>\$.30</u>
Wire Splice 3MDBR EA	<u>\$ 4.00</u>

PIPE:

3" PR - 160, LF	<u>\$ 2.40</u>
2-1/2" PR - 160, LF	<u>\$ 2.25</u>
2" PR - 160, LF	<u>\$ 1.75</u>

1-1/2" PR – 160, LF	\$ <u>3.75</u>
1-1/4" PR – 160, LF	\$ <u>3.50</u>
1" CL – 200, LF	\$ <u>1.65</u>
3/4" CL – 200, LF	\$ <u>1.25</u>
1/2" PR – 315, LF	\$ <u>2.50</u>

MISCELLANEOUS:

1/2" Flex PVC	\$ <u>1.10</u>
3/4" Flex PVC	\$ <u>1.65</u>

SLIP-FIX REPAIR COUPLING:

3", EA	\$ <u>200.00</u>
2-1/2", EA	\$ <u>115.00</u>
2", EA	\$ <u>85.00</u>
1-1/2", EA	\$ <u>65.00</u>
1-1/4", EA	\$ <u>35.00</u>
1", EA	\$ <u>25.00</u>
3/4", EA	\$ <u>15.00</u>
1/2", EA	\$ <u>10.00</u>

PLEASE PROVIDE HOURLY RATES FOR THE FOLLOWING ITEMS:

A. Mowers	\$ <u>120.00/ acre</u>
B. Bush-Hog	\$ <u>150.00/ hr</u>
C. Tractor	\$ <u>150.00/ hr</u>
D. Supervisor with Transportation	\$ <u>125.00/ hr</u>
E. Laborer with hand equipment	\$ <u>50.00/ hr</u>
F. Truck	\$ <u>60.00/ hr</u>
G. Irrigation Tech labor rate	\$ <u>85.00/ hr</u>

Playground Mulch	\$ <u>1,890.00/ per application</u>
Dog park Mulch	\$ <u>4,725.00/ per application</u>
Pine straw for areas designated pine straw	\$ <u>16,000.00/ per application</u>
Hardwood Mulch for areas designated	\$ <u>18,792.00/ per application</u>

4. Contractor's Qualification Statement

**BARTRAM SPRINGS
COMMUNITY DEVELOPMENT DISTRICT**

**CONTRACTOR'S QUALIFICATION STATEMENT
Landscape and Irrigation Maintenance Services**

Tree Amigos Outdoor Services , LLC
Contractor

TABLE OF CONTENTS

CONTRACTOR QUALIFICATION STATEMENT

CORPORATE OFFICERS

SUPERVISORY PERSONNEL

COMPANY OWNED MAJOR EQUIPMENT

STATUS OF CONTRACTS ON HAND

ALL PROJECTS PROPOSER COMPLETED IN LAST TWO YEARS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT PURSUANT TO CHAPTER 287, FLORIDA STATUTES, ON
INTEGRITY OF PUBLIC CONTRACTING AND PURCHASING

6. Is the Proposer incorporated in the State of Florida? yes (X) no ()

6.1 If yes, provide the following:

o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes (X) no ()

If no, please explain _____

o Date incorporated April 7, 2003 Charter No. P03000038971

6.2 If no, provide the following:

o The State with whom the Proposer company is incorporated? _____

o Is the company in good standing with the State? yes () no ()

In no, please explain _____

o Date incorporated _____ Charter No. _____

o Is the Proposer company authorized to do business in the State of Florida? yes () no ()

7. Is the Proposer company a registered or licensed contractor with the State of Florida? yes (X) no ()

7.1 If yes, provide the following:

o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) Certified Pest Control Operator Lawn and Ornamental

o License No. JB185407 Expiration Date April 30, 2024

o Qualifying individual James D Proctor Title Partner

o List company(s) currently qualified under this license _____
James D Proctor

7.2 Is the Proposer company a registered or licensed Contractor with Duval County? yes (X) no ()

7.3 Has the Proposer company performed work for a community development district previously? yes (X) no ()

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2020) \$10,747,000, (2021) \$10,940,000, (2022) \$16,400,000.

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

General Liability \$ 2,000,000
 Automobile Liability \$ 1,000,000
 Workers Compensation \$ 1,000,000
 Expiration Date 04/01/2024

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

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

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes _____ No X If so, state the name(s) of the company(ies) _____

the state(s) where barred or suspended _____
 state the period(s) of debarment or suspension _____

12. What is the landscape and irrigation maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE AND IRRIGATION MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
John Frazier	Branch Manager	Irrigation/Maintenance	23	11	Branch Manager

13. Has the Proposer ever failed to complete any work awarded to it? Yes _____ No X
 If so, where and why? _____

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape and irrigation maintenance contract?

Yes _____ No X If so, state name of individual, other organization and reason therefore. _____

15. List any and all litigation to which the Proposer has been a party in the last five (5) years. None

16. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? NO If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

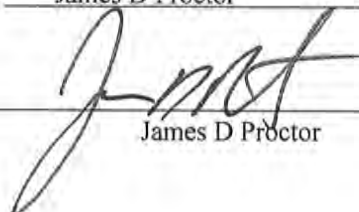
17. Within the past five (5) years, has the Proposer failed to complete a project within the scheduled contract time? NO If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof. _____

18. Please state whether or not the Proposer has completed background checks on all of its employees who will or may be providing services at the Bartram Springs Community Development District? Yes X No _____ If no, please state the date by which the Proposer will assure to the District the completion of such background check.

[CONTINUED ON FOLLOWING PAGE]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Bartram Springs Community Development District or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Bartram Springs Community Development District should qualify the Proposer for bidding on its landscape and irrigation maintenance project, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation

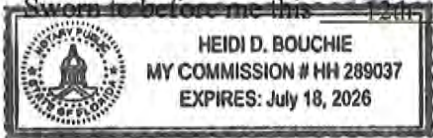
Tree Amigos Outdoor Services, LLC
Name of Proposer

By: James D Proctor

James D Proctor

This 12th day of January, 2024.

(Corporate Seal)

Sworn to before me this 12th day of January, 2024.



(Seal)

Heidi D. Bouchie July 18, 2026
Notary Public/Expiration Date

CORPORATE OFFICERS

Company Name Tree Amigos Outdoor Services, LLC

Date January 18, 2024

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
James D Proctor	Partner	Partner	St. Augustine, FL
Robert Huether	COO	COO	St. Augustine, FL
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL

Company Name Tree Amigos Outdoor Services, LLC

Date January 18, 2024

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations?
(Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Doug Hill	Director of Operations	Commercial Landscape Maintenance Manager	13	38
John Frazier	Branch Manager Maintenance	Directs irrigation crew. Installation and Maintenance of new and existing irrigation systems.	11	23
Kevin Hill	Branch Manager Construction	Supervises Installation of Commercial and Residential projects	13	23
Brad Harper	Pest Control Manager	Directs Pest and Fertilization Team	7	14
Shannon McKissock	Landscape Design and Estimation	Commercial and Residential Landscape Estimating and Design	18	23
Colleen Ryan	Office Manager	General Accounting and Office Management	18	28

Jim Proctor (904) 545-7150 1574 Waters Edge ♦ Fleming Island, FL 32003

Professional Profile

Tree Amigos Outdoor Services, Inc. (2003 – Present)

Co-owner

- Landscape design, installation, and maintenance

East West Partners Eagle Harbor Community in Orange Park, FL (1993 – 2003)

Landscape Construction Manager

- All phases of design, installation of landscape, irrigation, and floriculture
- 22 Years Community Development District experience

Landscape construction Manager for Windsong Community in Winter Park, Florida

- All phases of design, installation of landscape, irrigation, and floriculture

Landscape Maintenance Manager for Eagle Harbor

- All phases of property management including horticulture, floriculture, pest management, irrigation maintenance and repair.
- Involvement in all event planning with community managers

Landscape Maintenance Manager at Windsong

Black Diamond Golf Community (1992 – 1993)

Head of landscape operations

Post Properties of Tampa

Property Manager for 3 apartment properties

Education

A.S. Landscape Technology – Horticulture Degree

Lake City Community College

Certified Irrigation Contractor

Certified Pest Control Operator

References

1. **Florida CMS Corporation** Jacksonville, FL
2. **East West Partners** Midlothian, VA
3. **The Conlan Company**
4. **The Angelo Group**
5. **Kur-Star Construction** Jacksonville, FL.



Tree Amigos

Outdoor Services

Douglas Hill

75 Vanderford Rd. E. Orange Park, FL 32073

Professional Profile

Tree Amigos Outdoor Services, Inc. Fleming Island, FL (2018 – Present)

Accounts Manager (Out Routes)

- Oversee the maintenance of multiple properties
- Manage tools, equipment, supplies and raw materials
- Quality Control
- Assists with the preparation of Bids
- Human Resource Management
- Work closely and develop relationships with clients, vendors and internal/external management
- Schedules work assignments
- Conducts safety checks and safe work practices
- Coordinates pickups and delivery of materials

Hampton Golf Clubs, Jacksonville, FL (2009 – 2018)

Golf Course Operations Manager

- Ensured the Golf Course met the highest standards of appearance and functionality
- In charge of safety procedures and implementation
- Managed employees and assisted with career development
- Oversee irrigation, pest control, fertilization and associated equipment
- Developed crew schedules and made daily adjustments as circumstances dictated

East West Partners, Fleming Island, FL (1994 - 2009)

Golf Course Operations Manager

- Oversee Golf Course maintenance
- Responsible for the overall beautify of the Golf Course and amenities
- Managed equipment/supply purchases and equipment maintenance
- Purchased raw materials including chemicals, fertilizer, sand, grass, etc.
- Developed and maintained safe work practices
- Cultivated a culture of efficiency in operations and an openness towards process improvement
- Licensed Pesticide Applicator



Tree Amigos

Outdoor Services

John N. Fraizer 249 North Mimosa ♦ Middleburg, FL 32068

Professional Profile

Tree Amigos Outdoor Services, Inc. (2010 – Present)

- Irrigation Technician

Professional Garage Doors (2001 – 2010)

- Owner and operator

John Fraizer Lawn Maintenance (2001 – 2010)

- Owner and operator

Earthly Exteriors Nursery and Landscape (1998 – 1999)

- Foreman Landscape install, nursery helper

East West Partners (1996—1998)

- Laborer common grounds maintenance Eagle Harbor

Education

High School Graduate

Middleburg high School (1996)

Summary of Qualifications

- 15 years of Community Development District experience
- Highly organized
- Detail oriented
- Success in exceeding customer expectations



Tree Amigos

Outdoor Services

Harper, Braddly

1251 Lenda Lane, Middleburg, FL 32068

Professional Profile

Tree Amigos Outdoor Services, Inc. Fleming Island, FL (2013 – Present)

Fertilizer/Chemical Spray Technician

- Diagnoses Pest and disease issues and treats
- State certified Pest Control Operator
- Applies fertilizer to turf, shrubs and trees
- Supervisors a 2-man crew of pest control technicians
- In charge of chemical inventory and purchasing
- Oversees and assists with maintenance of spray equipment and vehicles
- Schedules service routes
- Manages the Work Order system for the Fertilizer and Pest Control division
- Maintains the Fertilizer and Pest Control Application Records for all properties
- Performs soil Aerification and Topdressing
- Administers Tree Injections
- Operates equipment including Spray Trucks and associated spray equipment
- Works with and maintains relationships with co-workers, clients and vendors



Tree Amigos

Outdoor Services

Kevin Hill 1879 County Road 220 ♦ Fleming Island, FL 32003

Professional Profile

Tree Amigos Outdoor Services, Inc. (October 2008 – Present)

Construction Supervisor

- Organizing crew and ordering job materials
- Safety Manager
- Maintain all equipment

Sassman Pump and Sprinkler (July 2006 – August 2008)

Lead Tech

- Supervised installation of residential and commercial jobs, service calls and sales

Robs Reef (April 2004 – June 2006)

Part Owner

- Managed 70 plus accounts
- Installation of high-end aquariums

Florida Pump Service (December 1998 – May 2004)

Lead Tech

- Parts Manager, installed pumps, and performed outside sales

Summary of Qualifications

- Well and pump specialist (fountains, wells, water features)
- Certified in Tiger flow VFD and booster pumps for high-rise buildings and golf courses
- Certified OSHA Safety
- Certified (ECATTS) Environmental Compliance Training
- 15 years of Community Development District Experience



Colleen Ryan (330) 304-8865 1717 CR 220 #508 ♦ Fleming Island, FL 32003

Professional Profile

Tree Amigos Outdoor Services, Inc. (June 2019 - Present)

Accountant

- Responsible for month-end closing, journal entries, bank reconciliation, financial statement preparation & presentation, coordinate and prepare annual budgets and forecasts, payroll, sales/use tax returns, accounts payable, accounts receivable, worker's compensation processing, Sage accounting package

IntelliNet Corporation Cleveland, OH (March 2005 – May 2019)

Accounting Manager

- Responsible for month-end closing, journal entries, bank reconciliation, financial statement preparation & presentation, coordinate and prepare annual budgets and forecasts, payroll, sales/use tax returns, accounts payable, accounts receivable, worker's compensation processing, Quickbooks accounting package

KeyBank. Cleveland, OH (April 2000 – February 2005)

Customer Identification Unit Manager

- Created and implemented the Customer Identification Unit in compliance with Patriot Act Section 326, Assisted Key Technology Services in development, testing and maintenance of web-based applications focused on the Customer Identification Unit, Managed a department of 20 employees, Authenticated and validated client data, Monitored all new accounts for fraudulent documentary evidence, Reviewed electronic signatures for fraud, Monitored and reviewed credit bureaus for fraud alerts to comply with the Fair and Accurate Credit Transaction Act (F.A.C.T.), Established and maintained relationships with all banking lines of business, Utilized Lexis-Nexis, Accurant and Coast to Coast to validate customer information

Education

Baldwin-Wallace University Berea, Ohio

Bachelor of Arts May 2011 Major: Accounting

Cuyahoga Community College Parma, Ohio

Associate of Arts May 2007 Major: Math



Tree Amigos

Outdoor Services

Professional Profile

Tree Amigos Outdoor Services, Inc. (February 1, 2016 - Present)

Landscape Sales, Design and Estimator Administration

- Landscape design/build of commercial and residential properties
- Estimating of large and small commercial and residential properties
- Product purchaser
- Administration

Luke Brothers Landscape Services- America

Branch Manager 2011 to 2016

- Manage a team of 27 employees
- Responsible for all crew scheduling, monthly inventory and weekly payroll
- Directed monthly safety meetings and performed educational drills on proper field performance
- Implemented a new leadership development program and trained staff on company policies
- Maintain strong working relationships with all current clients and property managers
- Provided landscape designs and proposals for all new and existing clients
- Budget management and Expense reduction
- Set up and design layout for all installation projects
- Best Management Practices certified
- Certified Pest Control Applicator

Evergreen Total Landscape - Tampa, FL

Vice President of Sales- Account Manager 2006 to 2011

- Executed 500,000.00 in design build sales annually
- Account manager for a million dollars in high end residential and commercial landscape accounts
- Managed a team of 17 employees
- Home Depot liaison and representative
- Designed, installed and managed landscape installations for commercial and high end residential customers

Valley Crest

Production Manager 2005 to 2006

- Managed a team of 15 employees
- Maintained quality control for all existing commercial contracts
- Executed daily punch lists ensuring excellent workmanship

Education

Associates of Science Degree Landscape Design & Technology in Landscape Technology

Lake City Community College - Lake City, FL

2002 to 2005

Associate of Arts Degree

Santa Fe Community College - Gainesville, FL



Tree Amigos

Outdoor Services

COMPANY OWNED MAJOR EQUIPMENT
 (Attach additional sheets if necessary)

Company Name Tree Amigos Outdoor Services, LLC

Date January 18, 2024

QUANTITY	DESCRIPTION	CAPACITY	NO. LOCATED IN	
			FLORIDA	OTHER
2	Trailers	1	1	
2	Trucks	1	1	
2	72" Mower	1	1	
3	60" Mower	1	1	
3	36" Mowers	1	1	
2	Kubota's	1	1	
	Various blowers, edgers, and weed eaters	1	1	

PROPOSAL FORM
PART III – REFERENCES SIMILAR SCOPE OF WORK

- *Has the Proposer performed work for a community development district previously?*
Yes x No ___ If yes, please provide the following information for each project :

Project Name/Location: The Crossing of Eagle Harbor

Address: 2105 Harbor Lake Dr. Fleming Island FL 32003

Contact: Steve Anderson Contact Phone: 940-509-6445

Project Type/Description: Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$2,589,345 Contract Duration: 3 years-renewal

Scope of Services for Project: Fertilization, pest control, mowing, weed control, edging, blowing, irrigation inspections and repair, flowers, and mulch.

Still in contract: Yes

Project Name/Location: Cypress Village CDD

Address: 4600 Middleton Park Cr East Jacksonville, FL 32224

Contact: Ty Morgan Contact Phone: 904-223-6189

Project Type/Description: CDD Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$1,762,379 Contract Duration: 3 years-renewal

Scope of Services for Project: Fertilization, pest control, mowing, weed control, edging, blowing, irrigation inspections and repair, flowers, and mulch.

Still in contract: Yes

Project Name/Location: Twin Creeks CDD

Address: 135 Beachwalk Blvd. St. Johns FL 32259

Contact: Daniel Rom Contact Phone: 561-571-0010

Project Type/Description: CDD Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$1,243,120 Contract Duration: 2 years

Scope of Services for Project: Fertilization, pest control, mowing, weed control, edging, blowing, irrigation inspections and repair, flowers, and mulch.

Still in contract: Yes

Project Name/Location: Fleming Island Plantation CDD

Address: 2300 Town Center Blvd Fleming Island FL 32003

Contact: Marcia Weeks Contact Phone: 904-278-8613

Project Type/Description: CDD Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$1,316,800 Contract Duration: 2 years -renewal

Scope of Services for Project: Fertilization, pest control, mowing, weed control, edging, blowing, irrigation inspections and repair, flowers, and mulch.

Still in contract: Yes

- *(Information regarding similar projects – continued)*

Project Name/Location: Marsh Landing CDD

Address: 5050 San Pablo Rd South Jacksonville, FL

Contact: Karen Scott Contact Phone: 904-412-1926

Project Type/Description: CDD Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$345,334.08 Contract Duration: 1 year -renewal

Scope of Services for Project: Fertilization, pest control, mowing, weed control, edging, blowing, irrigation inspections and repair, flowers, and mulch.

Still in Contract: Yes

Project Name/Location:South Village CDD

Address: 3973 Eagle Landing Parkway Jacksonville, FL

Contact:Matthew Biagetti Contact Phone: 904-637-0666

Project Type/Description: CDD Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$234,963 Duration on Contract: 1 year -renewal

Scope of Services for Project: Fertilization, pest control, mowing, weed control, edging, blowing, irrigation inspections and repair, flowers, and mulch.

Still in Contract: Yes

Project Name/Location:Armstong CDD

Address: 475 West Town Place Ste 114

Contact: Alex Boyer Contact Phone: 904-568-2568

Project Type/Description: CDD Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$415,339 Contract Duration: 3 years -renewal

Scope of Services for Project: Fertilization, pest control, mowing, weed control, edging, blowing, irrigation inspections and repair, flowers, and mulch.

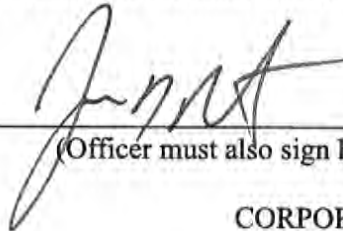
Still in contract: Yes

AFFIDAVIT FOR CORPORATION

State of Florida ss:
County of Clay

James D Proctor

(title) Partner
of the Tree Amigos Outdoor Services, LLC
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejection of Proposer's proposal.



(Officer must also sign here)
CORPORATE SEAL

Sworn to and subscribed before me this 12th day of January, 2024, by James D Proctor
of the Tree Amigos Outdoor Services, LLC.



(Official Notary Signature & Seal)
Name: Heidi D Bouchie
Personally Known X
OR Produced Identification _____
Type of Identification _____

**SWORN STATEMENT PURSUANT TO CHAPTER 287, *FLORIDA STATUTES*, ON
INTEGRITY OF PUBLIC CONTRACTING AND PURCHASING**

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

1. This sworn statement is submitted to Bartram Springs Community Development District ("District")
(print name of the public entity)

by James D Proctor Partner
(print individual's name and title)

for The Tree Amigos Outdoor Services , LLC
(print name of entity submitting sworn statement)

whose business address is

2105 Harbor Lake Drive

Fleming Island, FL 32003

and (if applicable) its Federal Employer Identification Number (FEIN) is 04-3747403

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

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

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

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

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

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

[Signature page follows]

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE MEET ANY OF THE PROHIBITED CRITERIA. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER MEETS ANY OF THE PROHIBITED CRITERIA, THE PROPOSER SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO DOES NOT MEET ANY OF THE PROHIBITED CRITERIA. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPOSER.

The foregoing SWORN STATEMENT is dated this 12th day of January, 2024.

(Corporate Seal, if applicable)

Tree Amigos Outdoor Services, LLC
(Name of Proposer)

[Signature]
By: James Proctor

Title: Partner

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization, this 12th day of January, 2024, by James D Proctor of Tree Amigos Outdoor Services, LLC, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



[Signature]
Notary Public, State of Florida
Print Name: Heidi D Bouchie
Commission No.: HH 289037
My Commission Expires: July 18, 2026



The Tree Amigos

January 18, 2024

Bartram Springs CDD

Dear Community Members,

Thank you for allowing us to submit a landscape management proposal for Bartram Springs CDD. Tree Amigos Outdoor Services is committed to offering the highest quality service and best overall horticultural expertise in the landscape industry. Tree Amigos Outdoor Services will meet all requirements and follow the procedures outlined in this proposal. It is our goal to excel the expectations of the board members and residents for Bartram Springs CDD

Our approach is to offer a high end quality product through courteous, safe and organized routines. Not only is the scope of work met on weekly basis, the property is also groomed to its highest potential. Tree Amigos Outdoor Services ensures that this quality is being upheld by working holidays, weekends and on site management 24 hours a day 7 days per week. with our professional and experience staff. We are excited about this opportunity and look forward to being a part of your community.

Tree Amigos Outdoor Services commitment to this community will not only be maintaining the assets of Bartram Springs CDD, but will also have knowledge of the property and through professional landscape experience improve Bartram Springs CDD.

Sincerely,

Jim Proctor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2023

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

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

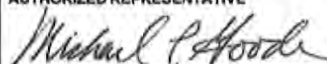
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 11311 McCormick Road Suite 450 Hunt Valley MD 21031	CONTACT NAME: Certificate Administrator	
	PHONE (A/C, No, Ext): 443-798-7499	FAX (A/C, No): 443-798-7290
E-MAIL ADDRESS: BW2.BSD.CERTS@AJG.COM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co of America		25674
INSURER B: Hartford Fire Insurance Co		19682
INSURER C: Hartford Insurance Company of SE		38261
INSURER D: Navigators Insurance Company		42307
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 91887253 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		30CSES51809	10/31/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$2,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$2,000		30CSES51802	10/31/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Incl. Hired Auto PD \$
D	<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 checked="" type="checkbox"/> RETENTION \$ \$10,000		GA23UMR20CX3PIV	10/31/2023	4/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<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 <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		30WNS51800	10/31/2023	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
A	Excess Umbrella Liability		EX6W02809723NF	10/31/2023	4/1/2024	Each Occurrence \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contractors Equipment & Leased and Rented Equipment - Ascot Insurance Company - Policy #IMMA231000163501 10/31/2023-4/1/2024
 Catastrophe Limit \$19,062,711 (includes scheduled equipment \$20,058,278 unscheduled equipment \$50,000 and borrowed, leased or rented equipment \$250,000)
 Pollution/Professional Liability - Policy # 30CPIZM3626 - Pacific Insurance Company Ltd. (10046) - Effective 10/31/2023-4/1/2024 - Claims Made - Limits Per Incident \$2,000,000 Aggregate \$2,000,000
 Installation Floater - Policy #IMMA231000163501 - Ascot Insurance Company - Effective 10/31/2023-4/1/2024 - \$1,000,000 per occurrence included landscape See Attached...

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION 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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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED The Tree Amigos Outdoor Services, LLC 5000-18 Highway 17 #235 Fleming Island FL 32003	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

materials, Temporary Storage \$50,000, Property in Transit \$50,000
 RUPPERT LOCATION CODE: TAOS

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>The Tree Amigos Outdoor Services, LLC</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one 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 <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u> <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 not 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) ▶ </p>	<p>4 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 style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>5000-18 Hwy 17 #235</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Fleming Island FL 32003</p>	
	<p>7 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.

Social security number													
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Employer identification number													
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0	4	-	3										
7	4	7	4										
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.

Sign Here

Signature of U.S. person ▶

Date ▶

11-1-23

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.

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.



Tree Amigos

Outdoor Services

Type of registration/license : Certified Irrigation Contractor

License No. C165IR Expiration Date : 06/28/2024

Qualifying Individual: James D. Proctor Title: Owner

List company(s) currently qualified under this license [The Tree Amigos Outdoor Services Inc.](#)

Type of registration/license : Certified Pest Control

License No. JB185407 Expiration Date: 04/30/2024

Qualifying Individual: James D. Proctor Title: Owner

List company(s) currently qualified under this license [The Tree Amigos Outdoor Services Inc.](#)

8.1.3 Type of registration/license : Certified Irrigation/Sprinkler

License No. C-165-IR Expiration Date: 06/28/2024

Qualifying Individual: James D. Proctor Title: Owner

List company(s) currently qualified under this license [The Tree Amigos Outdoor Services Inc.](#)

8.1.4 Type of registration/license : LTD Commercial Fertilizer

License No. LF209244 Expiration Date: 10/01/2025

Qualifying Individual: James D. Proctor Title: Owner

List company(s) currently qualified under this license [The Tree Amigos Outdoor Services Inc.](#)

8.1.5 Type of registration/license : Agricultural Dealer License

License No. AD1349 Expiration Date: 06/30/2024

Qualifying Individual: James D. Proctor Title: Owner

List company(s) currently qualified under this license [The Tree Amigos Outdoor Services Inc.](#)

8.1.2 Type of registration/license : Business License

License No. 287 Expiration Date: 10/02/2025

Qualifying Individual: James D. Proctor Title: Owner

List company(s) currently qualified under this license [The Tree Amigos Outdoor Services Inc.](#)


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

Date **June 17, 2023** File No. **JB185407** Expires **April 30, 2024**

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 30, 2024 **AT**

2105 HARBOR LAKE DR
FLEMING ISLAND, FL 32003

THE TREE AMIGOS OUTDOOR SERVICES INC **Lawn and Ornamental**
5000-18 HIGHWAY 17 #235
FLEMING ISLAND, FL 32003



WILTON SIMPSON, COMMISSIONER

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

THE TREE AMIGOS OUTDOOR SERVICES INC
2105 HARBOR LAKE DR
PEST CONTROL COMPANY FIRM

JB185407

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING April 30, 2024


COMMISSIONER Signature

Wallet Card
 Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



License Certificate
PROCTOR JAMES D III

This is to certify that _____
 is the qualifying agent for **THE TREE AMIGOS OUTDOOR SERVICES, INC.**

and has met all the requirements of law and this Board and is certified as a **IRRIGATION CONTRACTOR**
 contractor expires **SEPTEMBER 30, 2025**

No : **I - 287** **Clifford D. Snell**
 Date Issued : **10/2/2023** **CHAIRMAN**

This certificate must be renewed by **SEPTEMBER 30, 2025** to remain valid. An application for renewal must be filed with the Board by **September 30th** to obtain a new card. This certificate is void unless signed and requested information is supplied on reverse side. This certificate must be carried on person at all times while working.

LICENSE CERTIFICATE

CITY OF JACKSONVILLE, FLORIDA
CONSTRUCTION TRADES
QUALIFYING BOARD



This is to certify that the following licensee has met all the requirements of law and this Board and therefore this License certificate is renewed as follows:

Q/A : PROCTOR JAMES D III

Name : THE TREE AMIGOS OUTDOOR SERVICES, INC. Type : **I**

Address : 50001-18 HIGHWAY 17 #235 No : **I - 287**

FLEMING ISLAND FL 32003 Date issued : **10/2/2023**

Expiration Date SEPTEMBER 30, 2025 License Year : **2023 / 2025**

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

Date
October 12, 2021

File No. ST 1868
LF209244

Expires

October 1, 2025

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: October 1, 2025

JAMES D PROCTOR
219 TENTH ST
SAINT AUGUSTINE, FL 32084

Nicole Fried

NICOLE "NIKKI" FRIED, COMMISSIONER

5. Form of Landscape and Irrigation Maintenance Services Agreement

FORM OF AGREEMENT

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
BY AND BETWEEN BARTRAM SPRINGS COMMUNITY DEVELOPMENT
DISTRICT AND
The Tree Amigos Outdoor Services, LLC**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between:

Bartram Springs Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Duval County, Florida (the "District"), and

The The Tree Amigos Outdoor Services, LLC, whose address is 2105 Harbor Lake Dr, Fleming Island, FL 32003 (the "Contractor").

RECITALS

WHEREAS, the District was established by rule of the Florida Land and Water Adjudicatory Commission, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, Contractor submitted a proposal, attached hereto as **Exhibit A** and incorporated herein by reference (the "Proposal"), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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

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

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.

- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit B**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - (1) The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. In the event that time is lost due to heavy rains (the "Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays. Contractor shall coordinate with the District Representatives to timely complete all such services.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

251,973.24

A. The initial term of this Agreement shall be from _____, 2024 through _____, 2025 (the "Initial Term"), with the option for four annual renewals thereafter. As compensation for services described in this Agreement, the District agrees to pay Contractor two hundred fifty one thousand nine hundred seventy three Dollars and twenty four Cents (\$251,973.24) for the Initial Term of the Agreement in monthly amounts as set forth in the Proposal, unless terminated earlier in accordance with Section 13 below. At the end of the Initial Term set forth above, this Agreement may be renewed for four (4) consecutive twelve (12) periods with compensation to be determined at each renewal period upon terms mutually agreeable to both parties.

B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services such as mulching, mowing, irrigation, sod laying, remedial landscape, and the planting of annuals, can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the direction of the District. Fees for such

additional services shall be as provided for in the attached Proposal or, if not identified, as negotiated between the District and the Contractor.

- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

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

13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

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

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

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

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

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

21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

22. NOTICES. All notices, requests, consents and other communications under this Agreement (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Bartram Springs Community
Development District
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092
Attn: District Manager

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

B. If to the Contractor: Tree Amigos Outdoor Services, LLC
2105 Harbor Lake Drive
Fleming Island, FL. 32003

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

23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute arising out of this Agreement shall be in Duval County, Florida.

25. EFFECTIVE DATE. The Initial Term of this Agreement shall be from _____, 2023 through _____, ____ with the option for two annual renewals thereafter.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1-904-940-5850,

**JOLIVER@GMSNF.COM, AND 475 WEST TOWN PLACE,
SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

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

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

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

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

31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

32. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior

sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[CONTINUED ON FOLLOWING PAGE]

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

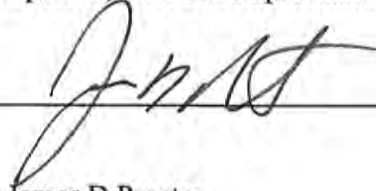
ATTEST:

**BARTRAM SPRINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors





By: James D Proctor

By: Colleen Ryan

Its: Partner

Exhibit A: Proposal for Landscape and Irrigation Maintenance

Exhibit B: Scope of Services

6. Detailed Specifications and Maintenance Map

SCOPE OF SERVICES – LANDSCAPE

Bartram Springs CDD

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule; however, Bermuda grass will be mowed once a month November 1 - March 1 and such reduced schedule shall be reflected in Contractor's pricing:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, which cannot remain unattended for two weeks. (i.e., weed control, selective mowing, landscape detailing, debris clearing, etc.) Notwithstanding the above, at no time will the Bahia grass (ponds) be allowed to grow beyond a maximum height of four (4) to four and one half (4 ½) inches and Bermuda grass shall never be allowed to grow beyond a maximum height of two (2) inches. Each mowing should leave the Bahia grass at a height of three (3) to three and one half (3 1/2) inches and Bermuda at a height of one (1) to one and one half (1 ½) inches. St. Augustine shall never be allowed to grow beyond five and one half (5 ½) inches. Optimum height for Bermuda should be approximately one and one half (1 ½") to encourage deeper root growth. Rotary Mowers are preferred for heights above one (1) inch. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. If the swales located throughout the property are filled with rainwater or are too soft to mow without leaving ruts from the mowers in the swales, contractor shall use line trimming to properly maintain the grasses. The district requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn if no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise, large clumps of clippings will be collected and removed by the Contractor. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The Contractor shall restore any noticeable damage caused by the Contractor's mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. The contractor shall be responsible for training all its personnel in the technical aspects of the Bartram Springs Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted, when necessary, upon prior approval.

1A) POND MOWING - All ponds (32) identified as such on the overall Bartram Springs CDD Maintenance Exhibit/Plans shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four

(4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge. Line trimming at water's edge and line trimming of drainage structures shall occur every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event. Unless otherwise designated on Maintenance Exhibit/Plans, homeowners are responsible for mowing down to the water's edge behind their property.

The Contractor shall mow within the Contract Areas 1 thru 4 as described below (shown on the Maintenance Map). The **growing season** shall be defined as April 1 through October 31. The **dormant season** shall be defined as November 1 through March 31. Each mowing shall be completed for the entire contract area within four (4) days after commencement of the mowing.

AREA 1: Entry Roadways, Amenity Site & Sports Park - 1 time per week during the growing season and twice a month during the dormant season, for a total of 41 cuts. Bermuda grass shall be maintained at a 2" height.

AREA 2: Roadside Common Area - 1 time (bi-weekly) every fourteen (14) calendar days during the growing season and once a month during the dormant season, for a total of 21 cuts.

AREA 3: Ponds 1 time (bi-weekly) every fourteen (14) calendar days during the growing season and once a month during the dormant season, for a total of 21 cuts.

AREA 4: Drainage Easements These (4) four areas indicated on the maintenance map shall be mowed from the resident property line to the bottom of the berm and/or fence. The mowing frequency will be determined by owner/district representatives. This service shall be accomplished with a bush hog or rotary mower.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub, and groundcover bed lines) shall be edged during each mowing event. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, THE CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

3) TREE AND SHRUB CARE – Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, signage structures, play structures, fences & walls as well as pruned to keep streetlights and traffic signage from being blocked to a maximum of twelve (12ft.) Additionally, on an as-needed basis, all trees shall be pruned over sidewalks, conservation areas, parking lots, driveways & roadways so as not to interfere with pedestrians, cars or other vehicles. (This is to include always maintaining a minimum of fourteen and a half (14.5) feet (but shall vary according to DOT specs) of clearance under all limbs depending on location and species of tree.). Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees always appear neat. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of the Bartram Springs CDD community. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained supervisor and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to always appear neat and clean to include after high wind occurrences. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or disrupt the flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. The contractor shall be responsible for the removal of all palm fruit stains. "Hurricane" palm pruning shall never be allowed.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. The condition of turf is to be determined by the district at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful

application of a post-emergent herbicide. The contractor shall include the quarterly hand removal of all dog fennel (and other invasives) along the main roadways and view corridors. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The Contractor shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines, and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will Contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt, or any other unsightly material shall be removed promptly upon completion of work. The contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings, leaves and vegetative debris shall be blown off sidewalks, streets, and curbs into the turf areas, never into mulched bed areas as these are to be maintained free of grass clippings and weeds. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.** At no time shall the clippings be left on the sidewalks, streets, and curbs overnight. The contractor shall be responsible for blowing grass clippings, leaves, vegetative debris, and other debris off pool decks, volleyball and basketball courts, and parking lots at the time of service.

During months of heavy leaf fall, the Contractor will remove leaves from turf areas (including medians) and haul away to prevent leaves from matting atop turf and to allow for proper maintenance and weed control.

7) TRASH REMOVAL - The Contractor will, prior to mowing, pick up all bottles, cans, fallen limbs and palm fronds and other debris and trash on the property including bogus signs such as "For Sale" signs displayed in rights-of-way and common areas by owners and realtors.

8) STAFFING - Minimum staffing requirements shall be as follows:

<i>Time Period</i>	<i>Crew Size</i>	<i>Hours</i>
May 1 to September 30	5 (4 crew members and 1 leader)	8 hours a day, 2 days a week, monthly.
October 1 to April 30	4 (4 crew members and 1 leader)	8 hours a day, 2 days a week, bi-monthly

Any enhancements beyond the scope of this Agreement and authorized by the district must be installed by additional crew members unless use of the standard required crew is approved by the district. The district's authorization of additional work or enhancements shall not relieve the Contractor of its obligations under this Agreement.

9) REPLACEMENT OF PLANT MATERIAL – Tree and shrubs in a state of decline should immediately be brought to the attention of the district. Dead or unsightly plant material shall be removed expeditiously upon notification of the district. The contractor shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance. The contractor will replace said dead or unsightly plant material not to exceed \$ 200.00 per month with the approval of the Field Operations Manager.

Any turf, shrubs, trees that die because of the Contractor's failure to maintain the irrigation system as specified in Part 4 shall be replaced at the Contractor's expense.

10) SEASONAL COLOR/ANNUALS - A schedule of all annual plant options will be discussed with the Field Operations Manager or General Manager prior to installation to ensure the choice of plant pattern and plants are conducive to that season. Annuals shall be changed out in four cycles yearly – Spring (March), Summer (June), Fall (September) and Winter (December). Color and species shall be approved by the District prior to installation. Additional soil amendments, fungicides and insect applications will be performed to maintain vigorous growth and color.

11) MAKE UP DAYS - If Contractor misses a service due to inclement weather or any other reason, he is required to make up service the same week.

PART 2
FERTILIZATION

Contractor must comply with the St. Johns and Duval County Fertilizer Ordinance in total.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for northeast Florida turf, which is outlined below. It is incumbent upon the Contractor to review such guidelines for conformance with northeast Florida recommendations.

All Bahia Sod:

March	A complete fertilizer based on soil tests + Pre-M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H ₂ O/1,000 SF)
October	A complete fertilizer based on soil tests + Pre-M

All Bermuda Sod:

March	A complete fertilizer based on soil tests + Pre-M
April	N (Soluble Nitrogen applied at .5 lbs. N/1000 SF)
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	A complete fertilizer based on soil tests.
August	Fe (for foliar apps, use ferrous sulfate @ 2 oz. /3-5-gal H ₂ O/1000 SF). If Fe is applied to an acidic soil, use 1 lb. of iron sulfate/1000 SF. If soil is calcareous, use the container label recommended rate of an iron chelate.)
September	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + Pre-M

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + Pre-M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H ₂ O/1,000 SF)
August	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre-M

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly green, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the district in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to the District. Fertilizer shall be swept/blown off all hard surfaces onto lawns or beds to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF THE FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

VETERANS PARK ANNUAL TREATMENTS, AERIFICATION, FERTILIZATION AND OVERSEEDING

Contractor shall assume the cost for proper treatment to restore the athletic fields to include:

4 aerification and water-soluble nitrogen fertilization during the growing season.

4 applications of complete granular fertilization during the growing season.

4 applications of Primo Max regulator during the growing season.

Top dressing with sand after aeration (4x per year or as required) and weekly mowing with a "reel" mower.

Overseeding both Bermuda Sports Fields at a rate of 8 pounds of Rye Seed per 1000sqft or as needed.

SHRUB, TREE & GROUND COVER FERTILIZATION:

For purposes of bidding, all shrubs, groundcovers, and trees shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September, November). 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally monthly but invoiced the month after application.

Contractor must notify the district 48 hours prior to performing any palm fertilization. Contractor shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer to verify correct formulation and quantity. Payment will not be made until the correct quantity and formulation has been verified and applied. The contractor must notify the district five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the Contractor to so notify the district may result in the Contractor forfeiting all rights to payment for the applications made without notification.

PART 3 **PEST CONTROL**

INSECTS AND DISEASE IN TURF - Insect and disease control spraying in turf shall be provided by the Contractor every month (or as needed if not required - Contractor should consult with District's Designee if insect/disease control is not required) with additional spot treatment as needed. During the weekly inspections, the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. The contractor shall pay for the chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

INSECTS AND DISEASE CONTROL FOR TREES, PALMS AND PLANTS - The Contractor is responsible for the treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. The contractor shall pay for the chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. The contractor will be fully responsible for the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. The contractor is to identify those species of palms susceptible and supply a list of species and quantities with a proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor)

multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The District reserves the right to subcontract out all OTC Injection events. This will not be included in the Contract Amount.**

The contractor will perform biweekly inspections of all District owned property at which time a punch list of deficiencies and corrective measures will be presented to the district's Field Operations Manager.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is not a threat. Top Choice ant bait will be used once annually at the grass areas where special events are held at the Amenity Center or Veterans Park.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. The contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the district should become aware of any pest problems, it will be the Contractor's responsibility to treat pests within five (5) working days of the date of notification.

FIRE ANT CONTROL

The contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscaped and irrigated areas on the Plans/Maintenance Exhibit. This does not include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4
IRRIGATION SYSTEM MONITORING AND MAINTENANCE

IRRIGATION SYSTEM. The Contractor shall inspect and test the irrigation system components twice monthly during the growing season (April 1- October 31) and once a month during the dormant season (November 1-March 31). This shall include all the existing irrigation systems. The irrigation system summary table of controllers, zones and clocks are provided to the Contractor herein. All routine repairs shall be included as part of the contracted amount; system integrity repairs that are related to the infrastructural integrity of the irrigation system shall be borne by the district. Should Contractor have a disagreement about the nature of the repair, the Contractor shall work with the District and its Designee in good faith to resolve such disagreement.

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller.
2. Check for proper operation.
3. Lubricate and adjust mechanical components.
4. Test back up programming support devices.
5. Ensure the proper operation of each automatic rain shutoff device. If none, provide a proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source.
2. Clean all ground strainers and filters regularly.
3. Test each pump (if applicable) at design capacities **weekly** and inform the District Designee of any problems immediately. This is to minimize the time a water source is down. The contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices.

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary.
3. Adjust arc pattern and distance for required coverage areas.
4. Clean out irrigation valve boxes.
5. Inspect and maintain battery-operated valves throughout the property and replace batteries as needed. The contractor shall be responsible for ordering replacement batteries, the cost of which shall be billed to the district at actual cost with no markup.

D. Report

1. Irrigation operation time.

2. Irrigation start time.
3. Maintenance items performed.
4. General comment and recommendations.

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or large-scale repairs are to be considered additional items. **Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.**

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned and repaired, as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to always maintain maximum clearance for the greatest coverage. The contractor shall also provide risers as needed to raise heads to a suitable height above plant material, when necessary, at no additional cost to District. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of ten (10) business days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement for the system to operate properly. A separate audit may also be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, after the ten (10) day period has expired and for the duration of the contract, Contractor shall assume, at no additional cost to the District, responsibility for any and all maintenance deficiencies, including parts and labor, associated with the irrigation system, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District's Designee shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of the system. A copy of this report will be maintained by the Contractor and a copy delivered to the District's Designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of St. Johns County and Duval County, or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation

system cannot adequately cover the district in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the district representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management.

FREEZE PROTECTION. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

1. Responsibility for Sprinkler Head Repairs: Contractor shall have sixty (60) days from the effective date of the Agreement to conduct a comprehensive review of the district's irrigation system, including all sprinkler heads, and submit proposals for any items needing repair. After the 60-day period has expired and any necessary repairs have been made, Contractor and District shall share the cost of sprinkler head repairs 50/50; i.e., the Contractor shall bear 50% of the applicable sprinkler head repair costs and the district shall bear 50% of the applicable sprinkler head repair costs. Contractor shall not be responsible for any items identified as needing repair if the district does not authorize the recommended repair.
2. Bid Alternate: Contractor shall submit a price to provide a full time Irrigation Technician / Water Manger to provide routine maintenance as stated in this section, make repairs related to the irrigation systems in the district, manage all controllers to provide seasonal watering requirements and minimize irrigation use when conditions allow. This would replace irrigation inspections totals on the Proposal summaries.

PART 5 **INSTALLATION OF MULCH**

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the plans/maintenance map (landscaped beds & tree rings) at the Amenity Center and Veterans Park with Brown Cyprus Mulch (or the choice of the designee) in the beds and Pine Straw Mulch on Bartram Springs Parkway. The interior of the dog park area will receive hardwood colored mulch chips to maintain an acceptable depth for the intended use of this area (4-6 inches). All playground areas will be maintained with the certified required depth to follow playground regulations at a minimum of twice (2) per year.

Mulched areas should be raked, leveled, or mulch removed to maintain 3"-4" level of mulch in beds prior to the installation of new mulch. Such an application is expected to be twice per year (May and November). In doing so, Contractor shall ensure that all mulched areas (excluding

playground and dog park) are brought to a minimum depth of three (3) inches after compaction. The contractor is responsible for all necessary cleanups related to this procedure.

The District's Field Operations Manager should be notified 2 weeks prior to mulch installation to assure that proper trenching occurs to assure mulch does not spill over into walkways, paths, hardscapes, etc.

The contractor agrees to provide neat and defined lines along the edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to District.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch or Pine Straw is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

At the Amenity Facility, including but not limited to the pool area, the Contractor must REMOVE old mulch and replace it with new mulch up to the 3" depth. Supplementation elsewhere is permissible.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. The contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out all mulching events.

PART 6 **ADDITIONAL REQUIREMENTS**

QUALITY CONTROL INSPECTIONS - A qualified representative from the Contractor's firm shall accompany the district representative on monthly quality inspections. Any deficiencies within the scope of service shall be corrected with 7 days of each inspection.

REPORTING - A written report shall be completed and submitted 10 days prior to the monthly CDD Board of Supervisors meeting outlining the anticipated work schedule for the following month. This report shall indicate fertilization and pest control schedules, irrigation run schedules as well as special projects needing attention.

ATTENDANCE AT MEETINGS - Upon request of the District, the Contractor shall attend regularly scheduled District meetings.

LICENSURE - Contractor must have and maintain the appropriate licensure for business operation within St. Johns and Duval County and the State of Florida. This includes irrigation licensing, pest control business license and applicable business license.

