

**Amelia Walk
Community Development District**

475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.AmeliaWalkCDD.com

September 1, 2023

Board of Supervisors
Amelia Walk Community Development District
Call In #: 1-877-304-9269 Code 5440582

Dear Board Members:

The Amelia Walk Community Development District Special Board of Supervisors Meeting is scheduled to be held **Monday, September 11, 2023, at 10:00 a.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Boulevard, Fernandina Beach, Florida 32034.**

Following is the agenda for the meeting:

- I. Roll Call
- II. Public Comment Regarding Agenda Items Below
- III. Review Issues and Pros and Cons of the Service BrightView has Provided from July through First Week of September
- IV. Review and Discussion of Proposed “Plan B” Scope of Service and Request for Proposals
- V. Discussion of Plan for BrightView Contract in the Interim
- VI. Audience Comments (Limited to three minutes)
- VII. Supervisor Requests
- VIII. Next Meeting Scheduled for September 19, 2023 at 2:00 p.m. at the Amelia Walk Amenity Center
- IX. Adjournment

THIRD ORDER OF BUSINESS



**KILINSKI
VAN WYK**

517 E. College Avenue
Tallahassee, Florida 32303
877-350-0372

Offices:
Naples
Tallahassee
Tampa

August 29, 2023

Via Certified Mail and Email

Brightview Landscape Services, Inc.
1854 West Road
Jacksonville, Florida 32216
Attention: Richard Craig, Branch Manager
Email: Richard.Craig@brightview.com
Copy to: Rodney.Hicks@Brightview.com

Re: Amelia Walk Community Development District – August Landscaping
Deficiencies

Dear Mr. Craig:

This firm represents the Amelia Walk Community Development District (“District”) as District Counsel. I am writing to formally notify you of deficiencies for the month of August under the *Landscape & Irrigation Maintenance Services Agreement*, dated June 1, 2023 (“Agreement”).

Generally, multiple areas of the community are not being maintained on a consistent basis per the contractual specifications, despite multiple notifications. Brightview has also failed to provide weekly reports, monthly QSAs, or a functional online portal as outlined in the bid proposal. The maintenance deficiencies are more specifically identified in the attached deficiency lists, which begin on August 7, 2023.

Additionally, we have been notified of the following activities that must cease:

- We have received reports that Brightview’s employees have been accessing private property during breaks and, on at least one occasion, have performed unauthorized mowing of private property areas. This is not authorized under the Agreement and must stop immediately. The Agreement authorizes access only to District property and use of easements for purposes of access and maintenance. Accessing any other property is not authorized and may be considered trespassing.
- We have received reports of Brightview employees blowing grass clippings into the stormwater ponds or onto private property. This must stop immediately.

These deficiencies must be corrected immediately. Please contact the Amenity and Operations Manager, Kelly Mullins, at ameliawalkmanager@gmsnf.com, within five (5) days of receipt of this letter to provide a written plan to address the deficiencies. Please also be aware that, while we look forward to a resolution of these issues without the need for further action, the District reserves all legal rights in connection with this matter, including the right to withhold payment or take any other available action.

Sincerely,

KILINSKI | VAN WYK PLLC

/s/ Lauren Gentry

Lauren Gentry
District Counsel

Enclosures

Deficiency List: Week of August 7-13

- ID #2a (Spruce Run) – No maintenance performed between the sidewalk and the roadway.
- ID #17L, 17M (Cherry Creek) – No maintenance or unsatisfactory maintenance performed.
- ID #44 (Apple Canyon) – No maintenance performed.
- ID #32/33 (Fallen Leaf) – No maintenance performed.
- ID #39 (River Birch) – No maintenance performed in cul de sac.
- Ponds 11 & 12 – Grass at water's edge was not mowed.
- Pond 4 – No maintenance performed.
- Common Area along Berryessa – No maintenance performed.
- Corner of Berryessa and Majestic Walk Blvd. near JEA lift station – No maintenance performed.
- Interior of pool fence – No maintenance performed.

Deficiency List: Week of August 14-20

- ID #02a (Spruce Run) - Edging on only one side.
- ID #04 (Amenity Center) – Mowing not complete on the tennis court side of the pool.
- ID #21 (Pond 11) – Maintenance not performed.
- ID #28 (Champlain Easement to Amelia Walk Trails) – Maintenance not performed.
- ID #38 (Easement from wetland to Pond 14 behind River Birch & Northfield CT) – maintenance not performed.
- ID #39 (river Birch Cul De Sac) – Maintenance not performed.
- ID #41 – Maintenance not performed.
- ID #55 – Maintenance not performed.
- ID #56 – Maintenance not performed.
- ID #62 – Maintenance not performed.

Deficiency List: Week of August 21-27

- ID# 02a – No maintenance performed.
- ID# 04 – No maintenance performed.
- ID# 04a – No maintenance performed.
- ID# 04b – No maintenance performed.
- ID# 27 – No maintenance performed.
- ID# 28 – No maintenance performed.
- ID# 35 – No maintenance performed.
- ID# 37- Some mowing and trimming but incomplete.
- ID# 38 – No maintenance performed.
- ID# 39 – No maintenance performed.
- ID# 40 – No maintenance performed.
- ID# 41 – No maintenance performed.

- ID# 42– No maintenance performed.
- ID# 42– No maintenance performed.
- ID# 44– No maintenance performed.
- ID# 47– No maintenance performed.
- ID# 48– No maintenance performed.
- ID #53– No maintenance performed.
- ID# 54– No maintenance performed.
- ID# 55 – No maintenance performed.
- ID# 56 – No maintenance performed.
- ID# 62– No maintenance performed.

















Landscape crew on private property

Kilinski Van Wyk PLLC
Lauren Gentry
517 E COLLEGE AVE STE 101
TALLAHASSEE FL 32301-2528

USPS CERTIFIED MAIL



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Brightview Landscape Services Inc
Richard Craig
1854 WEST RD
JACKSONVILLE FL 32216-4547



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3 OZ FIRST-CLASS MAIL LETTER
RATE
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Reference

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USPS Status Your item was delivered to an individual at the address at 2:07 pm on September 1, 2023 in JACKSONVILLE, FL 32216.

USPS History
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JACKSONVILLE FL DISTRIBUTION CENTER
In Transit to Next Facility, 08/31/2023
Arrived at USPS Regional Facility, August 30, 2023, 11:14 pm,
JACKSONVILLE FL DISTRIBUTION CENTER
Accepted at USPS Regional Origin Facility, August 30, 2023, 9:59 pm,
TALLAHASSEE FL DISTRIBUTION CENTER
Shipping Label Created, USPS Awaiting Item, 08/29/2023, 2:45 pm,
TALLAHASSEE, FL 32301

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Date Verified: 09/02/2023 06:40:37 (UTC)

From: Richard Craig <Richard.Craig@brightview.com>

Sent: Tuesday, September 5, 2023 9:07 AM

To: Kelly Mullins <ameliawalkmanager@gmsnf.com>

Subject: August Landscaping Deficiencies

Good morning Kelly,

In reference to the letter we received regarding the landscape services for the month of August, please see below the actions we have initiated to prevent these items from reoccurring:

- We have redrawn the mapping of the property into an easier to read format for the crew. The crew began using these maps during last weeks service. The maps are attached for your reference and were uploaded into the portal last week.
- We have hired on additional management staff to help oversee the production of the maintenance crew. A member of management will inspect the property every week to confirm all areas have been completed. A summary will be submitted at week's end.
- A QSA was performed at the end of last week. The next one is schedule for 9/28/2023.
- The portal is set up. If anyone is having any difficulties connecting to it, please let us know.
- The issues involving the clippings and crew taking a break on private party were addressed immediately. These should not be an issue going forward.

We do realize that things have started out on a little rough, but please know that we have a plan to get everything on track and keep it that way.

Thank you,

Richard Craig

Branch Manager

BrightView Landscape Services

1854 West Road
Jacksonville, FL 32216

T.904 725 2552

C.904 962 1221

F.904 725 0188

Richard.Craig@brightview.com

www.brightview.com



This aerial map illustrates the layout of the Amelia Walk development, which is divided into 17 lots. The map includes the following details:

- Streets:** Labeled streets include Fall River Pkwy, Poplar St, Northfield Ct, Apple Canyon Ct, Sagamore Ct, Balsam Ct, Stonehurst Pkwy, River Birch Ct, Champlain Dr, Willow St, Birch St, Babcock Dr, and Majestic Walk Blvd. Other streets shown are Berryessa Way, Banbury Ct, and Cherry Creek Drive.
- Phases:** The development is divided into five phases: Phase 1, Phase 2, Phase 3, Phase 4, and Phase 5.
- Lot Numbers:** Lots are numbered 1 through 17, with some sub-lots like 4A, 4B, 5A, and 5B.
- Common Areas:** Designated areas include 'Mow pond banks and common areas' and 'Common areas'.
- Surrounding Features:**
 - The Golf Club at North Hampton:** Located to the north and east of the development.
 - Amenity Center/Clubhouse:** Situated to the east of the development.
 - Village Walk:** Multiple areas labeled 'Village Walk' are shown to the east.
 - Commercial 5.808 Ac.:** A commercial area is located to the southeast.
- Map Labels:**
 - Amelia Walk:** The central name of the development, enclosed in an oval.
 - Lot Size:** A label at the bottom left.
 - Total Front Footage:** A label at the bottom center.
 - Phase:** A label at the bottom left.
- Other Labels:**
 - Lot 17:** Labeled 'Mow pond banks and common areas'.
 - Lot 16:** Labeled 'Mow pond banks and common areas'.
 - Lot 15:** Labeled 'Mow pond bank and common area to JEA Life Station'.
 - Lot 14:** Labeled 'Mow pond bank and common area'.
 - Lot 13:** Labeled 'Mow pond bank and common area'.
 - Lot 12:** Labeled 'Maintain Corner including JEA Life Station'.
 - Lot 11:** Labeled 'Mow Pond Banks'.
 - Lot 10:** Labeled 'Common area'.
 - Lot 9:** Labeled 'Mow pond bank'.
 - Lot 8:** Labeled 'Mow pond banks'.
 - Lot 7:** Labeled 'Mow pond banks'.
 - Lot 6:** Labeled 'Mow pond banks and common areas'.
 - Lot 5:** Labeled 'Mow pond banks and common areas'.
 - Lot 4:** Labeled 'Mow pond banks and common areas'.
 - Lot 3:** Labeled 'Mow pond banks and common areas'.
 - Lot 2:** Labeled 'Mow pond banks and common areas'.
 - Lot 1:** Labeled 'Mow pond banks and common areas'.

Phase

Phase 5 | **Phase 4**

Phase 4 **Phase 2**

Easement to maintain Phase 2

Phase 2 | Phase 1

Phase 1

Easement to	Easement to maintain
<p>1. Access to the property</p> <p>2. Easement to use the property for agricultural purposes</p> <p>3. Easement to use the property for recreational purposes</p> <p>4. Easement to use the property for commercial purposes</p> <p>5. Easement to use the property for residential purposes</p> <p>6. Easement to use the property for industrial purposes</p> <p>7. Easement to use the property for public purposes</p> <p>8. Easement to use the property for religious purposes</p> <p>9. Easement to use the property for educational purposes</p> <p>10. Easement to use the property for charitable purposes</p>	<p>1. Easement to maintain the property in its natural state</p> <p>2. Easement to maintain the property in its original condition</p> <p>3. Easement to maintain the property in its original use</p> <p>4. Easement to maintain the property in its original purpose</p> <p>5. Easement to maintain the property in its original character</p> <p>6. Easement to maintain the property in its original appearance</p> <p>7. Easement to maintain the property in its original structure</p> <p>8. Easement to maintain the property in its original location</p> <p>9. Easement to maintain the property in its original position</p> <p>10. Easement to maintain the property in its original orientation</p>

Easement to maintain

Easement to maintain

Easement to maintain

en main betw

118

Lawrence to maintain between

Main Entrance
Haul Road
Trim area

to
and

10



Total	Front Footage

Front Footage

Commercial
5.808 Ac.

Amelia Walk CDD Day One

Service all yellow areas including clubhouse, pool, soccer field, and ponds.

Small yellow lines between the homes may not be in the exact location. Use the addresses provided to cut these areas.

Between 85329 and 85351

Between 85219 and 85237

10

Clubhouse and pool area

Soccer field

Between 85215 and 85211

Between 85189 and 85185

Between 85175 and 85171

Between 85153 and 85149

Between 85137 and 85133

P9

P8

P7

P5

P6

P4

P3

P2

Spruce Run Drive. Service from the sidewalk to the road only. Edge both sides of sidewalk.

Main entrance

Left side of 81132

Between 85174 and 85170

Between 85216 and 85212

Between 85130 and 85222

Amelia Concourse

Amelia Concourse

1000 ft

Amelia Walk CDD Day One



Amelia Walk CDD Day Two

Untitled Map

Write a description for your map.

Service all yellow areas including pond banks.

Small yellow lines between the homes may not be in the exact location. Use the addresses provided to cut these areas.

Between 85505 and 85491

13

Between 85074 and 85082

JEA

Between 85376 and 85368

12

11

11

Between 85248 and 85254

Between 85212 and 85220

Between 85273 and 85277

Between 85181 and 85185

Google Earth



Amelia Walk CDD Day Two

Untitled Map

Write a description for your map.



Amelia Walk CDD Day Three

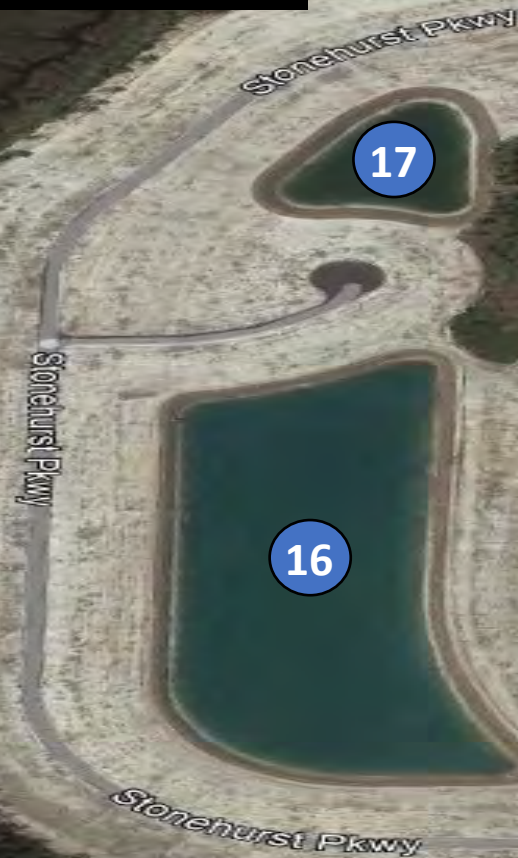
Service all yellow areas including pond banks.

Between 85475 and 85437

JEA

JEA

Red area gets serviced 4X's per year.
See your manager for scheduling.
Area is very steep behind 85464 through 85520.



Between 85407 and 85408

You have to cut this area
while mowing pond 14.

Amelia Walk CDD Day Three



FOURTH ORDER OF BUSINESS

Plan B Landscape Proposal Overview

Redefines Scope of services into three categories

1. Lawn Care Maintenance Services
2. Irrigation Maintenance Services
3. Fertilization, Weed and Pest Control Services

Companies can bid on all section if they wish but awards are done zone.
District can have 1 – 6 (or more) different companies depending on how awards are made.

Lawn Care Maintenance Services broken into 4 zones.

- Zone A - Main Entrance to Amelia Walk Circle (includes 5 ponds)
- Zone B - MWB and all other Phase 1, 2 & 3 areas (includes 7 Ponds)
- Zone C - All of Phase 4 & 5 areas (includes 4 ponds)
- Zone D - Haul Road (no irrigation)
- Each zone priced by itself.
- Allows district to open competition to smaller landscape companies that can not by law handle chemicals for example.

Irrigation Maintenance Services:

- Each Zone that has irrigation to be priced separately but recommend we award contract to just one Contractor for all zones.
- Allows for District to direct bid to Irrigation Specialist Companies vs. landscape companies that outsource and mark up pricing

Fertilization, Weed and Pest Control Services:

- All zones to be priced separately but recommend we award contract to just one Contractor for all zones.
- Allows for District to direct bid to Fertilization, Weed and Pest control Specialist Companies vs. landscape companies that outsource and mark up pricing.

**INFORMAL
PROJECT MANUAL
FOR
LANDSCAPE MAINTENANCE SERVICES**

- Lawn Care**
- Irrigation Maintenance**
- Pest Control, Fertilization, Weed Control**

**AMELIA WALK
COMMUNITY DEVELOPMENT DISTRICT**

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PUBLIC NOTICE

INFORMAL REQUEST FOR PROPOSALS LANDSCAPE MAINTENANCE SERVICES AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT Nassau County, Florida

Notice is hereby given that the Amelia Walk Community Development District (“District”) will accept proposals from qualified firms (“Proposers”) interested in providing landscape maintenance services, including (1) lawn care, (2) irrigation maintenance, and (3) pest control, fertilization, and weed control, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, and project scope will be available beginning _____, 2023 at 10:00 a.m. (EST). The Project Manual is available by emailing Kelly Mullins at ameliawalkmanager@gmsnf.com with a copy to Courtney Hogge at chogge@gmsnf.com with the subject line “Amelia Walk CDD Landscaping – Project Manual Request.”

Proposal Requirements. An optional pre-proposal meeting will be held on _____, 2023, at _____ a.m./p.m. (EST), at the Amelia Walk Amenity Center, 85287 Majestic Walk Boulevard, Fernandina Beach, Florida 32034. In order to submit a proposal, each Proposer must: (1) be authorized to do business in Florida; and (2) hold all required state and federal licenses in good standing. Site visits will also be available until the proposal due date during regular business hours.

Submission of Proposals. Firms desiring to provide services for this project must submit proposals no later than _____ at 12:00 p.m. (noon) (EST), with one digital copy by email to Kelly Mullins at ameliawalkmanager@gmsnf.com with a copy to Courtney Hogge at chogge@gmsnf.com with the subject line “Amelia Walk CDD Landscaping – Proposal,” and two (2) hard copies delivered by mail or by hand to the Amelia Walk Clubhouse at 85287 Majestic Walk Blvd, Fernandina Beach, FL 32034; Attn: Kelly Mullins. Proposers are invited to submit a proposal for the entire scope or any portion thereof. The District will consider awarding multiple contracts for individual segments of the work.

Protests. This is an informal bid process and there are no associated protest rights.

Evaluation of Proposals. In evaluating proposals, the District anticipates taking into account the evaluation factors identified in the Project Manual, but reserves the right to consider all information available to the District and to award the contract(s) to the firm(s) determined to be the most advantageous to the District, in the District’s sole discretion. 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(s). 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. The District reserves the right to subdivide the work and/or to award multiple contracts if it is in the District’s best interests to do so.

Amelia Walk Community Development District
Daniel Laughlin, District Manager

AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT

Landscape Maintenance Services Nassau County, Florida

INSTRUCTIONS TO PROPOSERS

DATE	EVENT
_____, 2023	RFP Notice is issued; RFP package available.
Weekdays between 7 am and 5 pm	Drop-in site inspections available.
_____, 2023, at _____ a.m./p.m.	Optional pre-proposal meeting.
_____, 2023 at 12:00 p.m. (noon)	Proposals submittal deadline.
_____, 2023	Anticipated contract start date.

1. DUE DATE; SUBMISSION. Electronic proposals (“**Proposals**”) must be received from interested parties (“**Proposer(s)**”) no later than _____, 2023, at 12:00 p.m. by email to Kelly Mullins at ameliawalkmanager@gmsnf.com with a copy with one digital copy by email to Kelly Mullins at ameliawalkmanager@gmsnf.com with a copy to Courtney Hogge at chogge@gmsnf.com with the subject line “Amelia Walk CDD Landscaping – Proposal,” and two (2) hard copies delivered by mail or by hand to the Amelia Walk Clubhouse at 85287 Majestic Walk Blvd, Fernandina Beach, FL 32034; Attn: Kelly Mullins. All costs to prepare and submit a response shall be borne by the Proposer.

2. VOLUNTARY PRE-PROPOSAL MEETING; SITE VISITS. There will be an optional pre-proposal meeting beginning at _____ a.m./p.m. on _____, 2023, located at the **Amelia Walk Amenity Center, 85287 Majestic Walk Boulevard, Fernandina Beach, Florida 32034.**

3. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof.

The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work

by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

4. PROJECT MANUAL. The “Project Manual” and any addenda thereto, will be available by request from Kelly Mullins at ameliawalkmanager@gmsnf.com with a copy to Courtney Hogge at chogge@gmsnf.com.

5. QUALIFICATIONS OF PROPOSER; MANDATORY AND PERMISSIVE REQUIREMENTS. 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, staff, and equipment to complete the work to the satisfaction of the District. Notwithstanding anything else within the Project Manual, each Proposer must (1) be authorized to do business in Florida, and (2) hold all required state and federal licenses in good standing. All other requirements set forth in the Project Manual shall be deemed “permissive,” in that a Proposer’s failure to meet any requirement described in mandatory terms such as “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the Proposer’s Proposal, but instead in the Board’s discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

6. PROPOSAL FORMS. The Proposal shall contain an acknowledgment of receipt of all Addenda, if any. 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 & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

7. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level. If any services are proposed to be fulfilled by a subcontractor, please identify the subcontractor and the services they are proposed to perform.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).

- E. At least three (3) 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. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Proposers may provide pricing for all phases/segments of work or any portion thereof. It shall be within the Board's discretion to determine whether to award one contract for all work or to award multiple contracts for different segments of the work, or to further subdivide the work as deemed in the best interests of the District.
- H. Copy of current certificate of insurance.

8. 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 officers, employees and agents 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.

9. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

Proposers may provide pricing for all segments of work or only for one/some segments. It shall be within the Board's discretion to determine whether to award one contract for all work or to award multiple contracts for different phases of the work, or to further subdivide the work as deemed in the best interests of the District. It is anticipated that the Board will consider dividing the work as follows: (1) Lawn Care Zone A, (2) Lawn Care Zone B, (3) Lawn Care Zone C, (4) Lawn Care Zone D, (5) Irrigation – all zones, (6) Pest Control/Fertilization/Weed Control – all zones; but the District explicitly reserves the right to combine work or further subdivide work as is determined to be in the best interests of the District.

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

11. CONTRACT AWARD. The contract awarded pursuant to this RFP is anticipated to commence on _____, 2023, with an initial term of one (1) year and up to three (3)

optional annual renewals, for a total contract term of four (4) years. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. 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, and to award multiple contracts if it is deemed to be in the best interests of the District to do so.**

12. INDEMNIFICATION; LIMITATION OF LIABILITY. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor’s negligence or breach of contract, as more fully set forth in the agreement form, provided herein. 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.

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

14. EVALUATION OF PROPOSALS. In evaluating proposals, the District anticipates taking into account the evaluation factors identified in the Project Manual, but reserves the right to consider all information available to the District and to award the contract(s) to the firm(s) determined to be the most advantageous to the District, in the District’s sole discretion. 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(s).

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

15. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

16. PROTESTS. This is an informal bid process and no protest rights shall be available.

17. E-VERIFY. The successful Contractor must comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor must 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into the Agreement, the Contractor will represent 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 the Agreement.

18. FOREIGN INFLUENCE. By submitting a proposal, the Proposer agrees to comply with the provisions of Section 286.101, *Florida Statutes*, regarding disclosures of any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Proposer affirms that, except as may be otherwise disclosed or excluded from disclosure under Section 286.101, *Florida Statutes*, Proposer has no such interest in, contract with, or grant or gift from a foreign country of concern as defined in Section 286.101, *Florida Statutes*.

[End of Instructions to Proposers]

**AMELIA WALK
COMMUNITY DEVELOPMENT DISTRICT
Request for Proposals – Landscape Maintenance Services**

EVALUATION CRITERIA

Factor	Description	Points
1.	Completeness of Proposal Completeness of response in accordance with RFP instructions and requirements. Proposal is neat, professional in appearance and organized appropriately.	10
2.	Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor. This may also include the quality of client references.	20
3.	Qualifications of Key Personnel Qualifications of staff, adequacy of labor commitment, training programs for staff that are going to be assigned to this Project under this contract.	20
4.	Machinery, Equipment, and Manpower Contractor possesses adequate machinery, equipment, and manpower to perform the work for this Project under this contract in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered. Contractor should provide Project specific information.	10
5.	Cost Cost Proposal will be evaluated using the following formula: (Lowest Proposed Cost / Proposer's Cost) X 50 = Total Cost Points	50
Total		100

Evaluation notes: In evaluating proposals, the District anticipates taking into account the evaluation factors identified in the Project Manual, but reserves the right to consider all information available to the District and to award the contract(s) to the firm(s) determined to be the most advantageous to the District, in the District's sole discretion. The District's award will be based on the proposal(s) that is(are) most advantageous to the District.

The District also reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest.

**AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

PROPOSAL COVER SHEET

NAME OF PROPOSER COMPANY: _____

NAME OF PERSON COMPLETING THIS BID: _____

EMAIL: _____

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance, the person completing this proposal on behalf of Proposer agrees to provide all services as described in the detailed Scope and/or Specifications if awarded a contract hereunder. Proposer acknowledges that the contract with the successful proposer is anticipated to start _____, 2023. All proposals shall be in accordance with the Project Manual.

Minimum Qualifications: The Proposer has satisfied the following minimum qualifications (initial each):

- _____ (1) authorized to do business in Florida, and
_____ (2) holds all required state and federal licenses, in good standing.

Receipt of Addenda: The Proposer certifies that the Proposer has received the following addenda (list below):

ADDENDA NO.	DATE

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Amelia Walk Community Development District’s (“District”) request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. By signing below, the Proposer acknowledges that there are no protest rights associated with this proposal process.

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

[signature on following page]

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

Dated this ____ day of _____, 2023.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____ of _____, 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: _____

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ____ No ____

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ____ No ____

If no, please explain _____

- *What are the Proposer's current insurance limits? (Please attach a current certificate of insurance and review the enclosed form of contract for requested insurance limits for this project)*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ____ days per week;
_____ Technical personnel, who will be onsite ____ days per ____; and
_____ Laborers, who will be onsite ____ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ____ No ____ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____ %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

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

- *Subcontractors - If any of the work is proposed to be performed by subcontractors, provide a list of all subcontractors that will be hired by the Proposer to perform certain services described in the scope of services. For each subcontractor provide the following:*
 - a. A description of the services the subcontractors will be performing for the Proposer.*
 - b. A description of the subcontractor's qualifications for the services they will be performing for the Proposer.*

OFFICERS

PROPOSER: _____

DATE: _____

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

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

PROPOSER: _____

DATE: _____

QUANTITY	DESCRIPTION	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
Yes ____ No ____ If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

2022 = _____

2021 = _____

2020 = _____

- *Please provide the following information for at least 3 references. Attach additional sheets if necessary.*

Project #1 Name/Location: _____

Contact: _____ Contact Phone: _____

Your Company's Scope of Services (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

Is this a current contract? Yes ___ No ___

Project #2 Name/Location: _____

Contact: _____ Contact Phone: _____

Your Company's Scope of Services (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

Is this a current contract? Yes ___ No ___

Project #3 Name/Location: _____

Contact: _____ Contact Phone: _____

Your Company's Scope of Services (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

Is this a current contract? Yes ___ No ___

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ____ No ____*

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

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ____ No ____

If yes, please describe each incident _____

- *Is the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
Yes ____ No ____ If yes, please provide:

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

PROPOSAL FORM
PART IV -- PRICING

NOTE: If pricing is not provided for subsequent renewal terms, it will be assumed that prices will remain the same through each of the three potential annual renewal terms. Please attach additional sheets as needed to provide pricing for future years.

See scope of services attached to proposed contract for service details.

[Form begins at following page]

		Year 1	Year 2	Year 3	Year 4	Total 4 Years
Lawn Care Maintenance Zone A						
1	Annual Lawn Care					\$ -
2	Mulch/Pine Straw Install - Per Single Install					\$ -
3	Annual Color - Three (3) Rotations					\$ -
	Sub Total (items 1-3)	\$ -	\$ -	\$ -	\$ -	\$ -
Lawn Care Maintenance Zone B						
4	Annual Lawn Care					\$ -
5	Mulch/Pine Straw Install - Per Single Install					\$ -
6	Annual Color - Three (3) Rotations					\$ -
	Sub Total (items 4-6)	\$ -	\$ -	\$ -	\$ -	\$ -
Lawn Care Maintenance Zone C						
7	Annual Lawn Care					\$ -
8	Mulch/Pine Straw Install - Per Single Install					\$ -
9	Annual Color - Three (3) Rotations					\$ -
	Sub Total (items 7-9)	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Systems Maintenance						
10	Zone A					\$ -
11	Zone B					\$ -
12	Zone C					\$ -
	Sub Total (items 10-12)	\$ -	\$ -	\$ -	\$ -	\$ -
Fertilazation, Weed and Pest Control Maintenance						
13	Zone A					\$ -
14	Zone B					\$ -
15	Zone C					\$ -
	Sub Total (items 13-15)	\$ -	\$ -	\$ -	\$ -	\$ -
Haul Service Road / Amelia Walk Trails						
16	Zone D					\$ -
	Total (Items 1-16)	\$ -	\$ -	\$ -	\$ -	\$ -
Conditions						
<ul style="list-style-type: none"> - The above pricing will be used as the final contract amounts at the time of executing the agreement. Unless otherwise stated, the apricing provided herein will be used for the entire contract term. If you would like to propose increased pricing fo renewasl, plase attach addition sheets. - The Pricing provied herin is valid for 90 days from receipt of proposal form. - Failure to complete this form may results in disqualification form consideration. 						

Amelia Walk Fee Schedule

Please provide itemized pricing for all services included in your proposal. If not applicable, write "N/A"

#	Item	Performance	Price	Additional Note (Indicate which Zone(s) are included in the price, if applicable)
	LAWN CARE			
	Monthly Common Area Maintenance	Per Contract		
	Total Yearly Common Area Maintenance	Per Contract		
	LABOR			
	# of Crew Members During Growing Season	Per Contract	#	
	# of Crew Members during non-growing season	Per Contract	#	
	Total # of Turf Cuts per year	Per Contract	#	
	# Irrigation Tech Labor Rate – Per Hr.	As Needed/Requested	\$	
	SOD / SEED			
	St. Augustine – Sq. Ft.	As Needed/Requested.		
	Bahia – Sq. Ft.	As Needed/Requested		
	Zoysia– Sq. Ft.	As Needed/Requested		
	Bermuda – Sq. Ft.	As Needed/Requested		
	Winter Rye – Sq. Ft.	As Needed/Requested		
	Dead Sod Removal – Hr. Rate	As Needed/Requested		
	Sod Install – Hr. Rate	As Needed/Requested		
	Soil Test – Total Cost	As Needed/Requested		
	Aeration Sq. Ft.	As Needed/Requested		
	MULCH / PINE STRAW			
	Pine Straw Phase 1 -5 <u>865</u> Bales	1x per yr. per K		
	Pine Straw – Per Bale	As Needed/Requested		
	Pine Bark - Phase 1 -5 <u>160</u> CY	1x per yr. per K		
	Pine Bark – Per CY	As Needed/Request		
	Removal of aged mulch _____ CY	As Needed/Requested		
	Playground Mulch <u>46</u> CY	As Needed/Requested		
	ANNUALS			
	Annual Flowers	3x per yr. Per Contract		
	Annual Flowers – Per Rotation	As Needed/Requested		
	Annual Flowers in 4” pots per Tray	As Needed/Requested		
	Annual Flower			
	SHRUBS / PLANTS			
	1 Gallon Shrubs	As Needed/Requested		
	3 Gallon Shrubs	As Needed/Requested		
	Knockout Roses	As Needed/Requested		

	FERTILIZATION			
	Turf – _____x per yr. (irrigated areas)	Per Contract		
	Shrubs – _____ x per yr.	4x per yr. Per Contract		
	Trees	Separate Proposal		
	ORNAMENTAL GRASS			
	Native Grasses	As Needed/Requested		
	Cutting back – Full Cut Back	1x per yr Per Contract		
	Cutting back – Per Hr.	As Needed/Requested		
	TREES			
	Ligustrum Tree – 7-8’	As Needed/Requested		
	Magnolia Tree – 65 gal	As Needed/Requested		
	Magnolia Tree – 100 gal	As Needed/Requested		
	Live Oak – 100 gal 3 ½”-4” cal.	As Needed/Requested		
	Live Oak – 200 gal 5-6” cal.	As Needed/Requested		
	Crape Myrtle – 65 gal. multi-stem	As Needed/Requested		
	Crape Myrtle – 100 gal multi-stem	As Needed/Requested		
	Nelly Stevens Holly – 30 gal	As Needed/Requested		
	Maple Tree – 11/2”-2” 30 gal	As Needed/Requested		
	Elm Tree – 30 gal.	As Needed/Requested		
	Medjool Palm – 15’ CT	As Needed/Requested		
	Evergreen Tree – 30 gal	As Needed/Requested		
	Cost to prune all live oak street trees	As Needed/Requested		
	Cost to Prune All Palm Trees	As Needed/Requested		
	IRRIGATION			
	Hunter/Rainbird Controller 2 wire	Requested		
	Hunter /Rainbird valves 2” ICB	As Needed/Requested		
	6” rotor - each	As Needed/Requested		
	12” rotor - each	As Needed/Requested		
	Spray nozzle - each	As Needed/Requested		
	6” pop up PRS 30 spray - each	As Needed/Requested		
	12” pop up PRS 30 spray - each	As Needed/Requested		
	VP-10 - each	As Needed/Requested		
	VP-12 - each	As Needed/Requested		
	2 wire for system per LF	As Needed/Requested		
	ICB decoder – each station	As Needed/Requested		
	Wire splice 3M DBY	As Needed/Requested		
	6” PR – Sch. 160 – per LF	As Needed/Requested		
	4” PR – Sch. 160 – per LF	As Needed/Requested		
	3” PR – Sch. 160 – per LF	As Needed/Requested		
	2” PR – Sch. 160 – per LF	As Needed/Requested		
	1-1/2” PR – Sch. 160 – per LF	As Needed/Requested		
	1-1/4” PR – Sch. 160 – Per LF	As Needed/Requested		
	1” CL – 200, per LF	As Needed/Requested		
	¾” CL – 220, per LF	As Needed/Requested		
	Hunter/Rainbird ET Drip hose	As Needed/Requested		
	½” Flex PVC, per LF	As Needed/Requested		
	4” Slip-Fix Repair Coupling - EA	As Needed/Requested		

	3" Slip-Fix Repair Coupling - EA	As Needed/Requested		
	2-1/2" Slip-Fix Repair Coupling - EA	As Needed/Requested		
	2" Slip-Fix Repair Coupling - EA	As Needed/Requested		
	1-1/2" Slip-Fix Repair Coupling - EA	As Needed/Requested		
	1-1/4" Slip-Fix Repair Coupling - EA	As Needed/Requested		
	1" Slip-Fix Repair Coupling - EA	As Needed/Requested		
*	Watering of parks and lift stations	As Needed/Requested		
	PEST CONTROL			
	Turf, Insect and Herbicide Treatment (6)	Per Contract		
*	Fire Ant Control – Full Treatment	Per Contract		
	Fire Ant Control – Spot Treatment	As Needed/Requested		
#	Notes/Recommendations			
	All Services that fall outside the scope of the annual landscape maintenance agreement will be discussed with Manager and a separate proposal will be provided to encompass all costs associated with project.			
	\$3000.00 annual landscape replacement to be added as a separate line item			
	* Denotes Item Not Part of Monthly Maintenance Fee.			

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below (attach additional pages as needed), after authorization from the District:

A. Debris removal personnel unit costs:

_____	\$ _____ per Hour
_____	\$ _____ per Hour
_____	\$ _____ per Hour

B. Debris removal equipment unit costs:

_____	\$ _____ per Hour
_____	\$ _____ per Hour
_____	\$ _____ per Hour

C. Other emergency/disaster related unit costs:

_____	\$ _____ per Hour
_____	\$ _____ per Hour
_____	\$ _____ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster unless otherwise authorized by the District. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between:

Amelia Walk Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Nassau County, Florida, and having offices at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

_____, a _____, whose address is _____ ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

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

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

WHEREAS, Contractor represents that it is qualified to serve as a lawn maintenance contractor and has agreed to provide to the District those services identified in **Exhibit A** attached hereto and incorporated by reference herein ("**Services**"), for the areas identified at **Exhibit B** ("**Maintenance Area**");

WHEREAS, to solicit such services, the District conducted a competitive proposal process and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor attached hereto as **Exhibit C**; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

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 are incorporated by reference as a material part of this Agreement.

2. **DESCRIPTION OF WORK AND SERVICES.**

- a. The District desires that Contractor provide landscape maintenance services within professionally accepted standards. Upon all Parties signing this Agreement, Contractor shall provide the District with the Services identified in **Exhibit A**.
- b. While providing the Services, 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 Services as shown in **Exhibit A** of this Agreement. 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.
 - d. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. Contractor agrees to use only designated easement areas when access is needed, and to notify the District if such access is not available.
- 3. **SCOPE OF SERVICES.** The duties, obligations, and responsibilities of Contractor are described in the Scope of Services, attached hereto as **Exhibit A**, within the Maintenance Area, identified at **Exhibit B**. Contractor shall be solely 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.** Contractor agrees, as an independent contractor, to undertake work and/or perform 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 Contractor. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, including but not limited to University of Florida IFAS Extension guidelines. The performance of all Services shall further conform to any written instructions issued by the District through its designees, who shall be Kelly Mullins and Daniel Laughlin, District Manager ("**Designee**").
 - 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 herein unless the District, through its Designee, authorizes the Contractor, in writing, to perform such work.
 - c. The District's Designee shall act as the District representative with respect to the services to be performed under this Agreement. The Designee 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 provided that no direction shall obviate Contractor's obligations as an expert in the field to provide the Services in conformance with landscaping best practices.
 - a. Upon request by the Designee, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

- b. The Contractor shall provide to the Designee a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month.
- d. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services 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 unless otherwise authorized in writing.
- 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.

- a. As compensation for Services identified as _____ the District agrees to pay Contractor twelve (12) monthly payments of _____ (\$ _____), for an annual total of _____ (\$ _____), as set forth in **Exhibit A**. Any additional compensation for additional duties shall be paid only upon the written authorization of the Designee in accordance with the unit pricing provided in Contractor’s proposal to the District. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month.
- b. If the District should desire additional work or services, or to add additional lands to be maintained, 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 to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon the unit pricing provided in Contractor’s proposal if applicable, or a payment amount acceptable to the Parties and agreed to in writing.
- c. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, 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.

- f. Subject to the terms herein, Contractor will promptly pay for all costs of labor, materials, services and equipment used in the performance of the Services, and upon the request of the District, Contractor will provide proof of such payment. 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 Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that 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.
- g. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. **TERM.** This Agreement shall commence as of _____, **2023**, and shall continue for a period of twelve (12) months ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement will automatically renew for three (3) additional one (1)-year terms.

7. **SUBCONTRACTORS.** The Contractor shall not award any of the Services to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

8. INSURANCE.

- a. The Contractor 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 any 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, officers and supervisors shall be named as 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.
- c. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation 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.

9. INDEMNIFICATION.

- d. 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.
- e. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards,

court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

10. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees it is licensed, capable and shall use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns and correcting any other harm resulting from the Services to be performed by Contractor.
11. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If 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 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.
12. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.
13. **WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be

defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for and other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

14. **TAX-EXEMPT DIRECT PURCHASES.** The Parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. Contractor shall follow required procedures as directed by the District.
15. **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.
16. **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.
17. **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.
18. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; 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 for 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.

19. **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.
20. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
21. **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.
22. **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.
23. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.
24. **ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. 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.
25. **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 Parties.
26. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.
27. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Amelia Walk Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: District Manager

With a copy to: Kilinski Van Wyk, PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices 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 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 in this Agreement.

28. **THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.
29. **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 legal actions regarding this Agreement shall be Nassau County, Florida.
30. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** 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 **Daniel Laughlin** ("Public Records

Custodian”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT _____, _____, OR _____.

31. **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.
32. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties 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.
33. **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.
34. **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 448.091, *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.

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**AMELIA WALK
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

Date: _____

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

- Exhibit A: Scope of Services**
- Exhibit B: Maintenance Area**
- Exhibit C: Proposal Pricing**

LANDSCAPE MAINTENANCE SERVICES AGREEMENT
EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF WORK. The Landscape Maintenance Contractor (the "**Contractor**") shall furnish all horticultural supervision, labor, materials, equipment, and transportation required to maintain the landscape areas within The Amelia Walk CDD (the "**District**") throughout the contract period, as specified per the contractual agreement.

a. Schedule of Services:

The Contractor will be on site as necessary to complete the scope of work. The Contractor will endeavor to schedule all work to be completed each week by 5:00 PM Friday, however the Contractor may be required to work on weekends to complete tasks delayed or caused by Acts of God or in emergency situations. The Contractor shall be on site as required year-round. A knowledgeable (and licensed when applicable) supervisor from the Contractor's firm is required to be present during every maintenance visit.

b. Quality Control Inspections:

A qualified representative from the Contractor's firm shall accompany the District's representative ("**Manager**") on monthly quality inspections and after each inspection a punch list shall be generated and submitted to Contractor for completion by the following week. Such inspections should occur on a set schedule as agreed upon by the Manager and the Contractor. Any deficiencies within the scope of services shall be corrected within seven (7) days of each inspection unless Contractor notifies Manager of a reasonable explanation as to why such issue cannot be completed in such time period.

c. Attendance at meetings:

Upon request by the District, the Contractor shall attend scheduled District meetings.

d. Reporting:

i. The Contractor will be required to provide Manager with the following information, as applicable to the services provided by the Contractor:

- Monthly Irrigation Inspection Reports.
- Monthly Fertilization, Weed and Pest Control Reports
 - Lawns
 - Plants/shrubs
 - Sod
 - Trees
 - Pests
- Monthly Lawn Care Service Reports which shall include:
 - Mowing/Edging/Trimming Service Report
 - Pruning Service Report
 - Pond Bank Mowing Service Report
 - Mulch/ Cord Grass Maintenance Report (if applicable)

- Tree Maintenance (Limb ups) (if applicable)
- Annual Flower Types and Design (if applicable)
- Weekly field reports provided by Contractor. Contractor is encouraged to bring to the District's operation manager any concerns even if covered by another Contractor's area of responsibility. Example: if Zone B Lawn Care provider notices an irrigation head broken or lawn/shrubs that may require fertilization or pest control they should document those observation in the weekly field report.

I. LAWN CARE SCOPE OF SERVICES:

- a. **Mowing and Edging:** District owned property shall be mowed 1-2 times every seven (7) days during the active growing season (April 1 - November 30) and once a month during the dormant seasons (December 1 to March 31) unless specifically noted below. Mowing that occurs during the active growing season must be done on the same day(s) of each week. If Contractor is unable to complete the mowing on the designated day of the week, the Contractor must notify Manager of said complication and provide the day in which the mowing will be made up. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety, taking into account the season. Zoysia 2-3", Saint Augustine Floritam 4-5", Saint Augustine Sevelle and Palmetto 3-3 1/2", Bahia 3- 5" and Bermuda 1-2". Clippings shall not be caught and removed from lawn area unless they are lying in swaths, which may damage the lawn.
 - i. **Easements and Right-of-Ways.** Shall be mowed at least once every seven 7 days during the active growing season (April 1 - November 30) and once a month during the dormant seasons (December 1 to March 31).
 - ii. **Pond Banks.**
 - **Residential Side of Ponds** - Shall be mowed weekly during the active growing season (April 1 - November 30) and twice a month during the dormant season (December 1 to March 31).
 - **Back of Ponds** - Shall be mowed twice a month during the active growing season (April 1 - November 30) and once a month during the dormant season (December 1 to March 31).
 - iii. **Pocket Parks, Green Space and Lift Stations.** Shall be mowed at least once every 7 days during the active growing season (April 1 - November 30) and once a month during the dormant seasons (December 1 to March 31).
 - iv. **Haul Road/Amelia Walk Trails.** Shall be mowed and trimmed quarterly. (Zone A)
 - v. **Drainage Swales.** Shall be cleared and trimmed as needed, no less than 4 times per year.
- b. **Sod:**

The Contractor shall replace dead sod up to one pallet within two (2) weeks of identifying the disturbed areas of sod. Sod replacement equaling more than one pallet shall be approved by the Manager in advance. Sod should be maintained at the

requisite height and Contractor should take care to not scalp the Sod by adjusting mower height as needed. All locations sodded with Bermuda will need to be over seeded with Rye Grass during the winter months.

c. Edging:

The Contractor shall edge ground cover and plant beds as needed to keep within bounds and away from obstacles. Concrete edging, including all sidewalk areas, including backs of curbs will be performed consistent with the mowing schedule for turf areas. Sidewalks, curbs, and pavement will be blown or vacuumed clean of turf and like debris, not including heavy sand, by forced air machinery, after every mowing.

d. Fertilization:

A fertilization program of properly timed applications of quality slow-release fertilizers (based on requirements established by the University of Florida) shall be established. The program shall provide a lawn, which is evenly green and thick, and one which does not promote surge growth or burning.

e. Weed, Disease, and Insect Control:

The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, army worms, chinch bugs and other grass and plant pests as well as plant fungus. Pre-emergent and post-emergent controls shall be used to provide acceptable levels of weed control. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator. The pest control program shall follow the most current recommendations of the University of Florida "Guides to Insect Disease, Nematodes and Weed Control". The Contractor shall submit an outline of the agronomic program along with the proposal. Contractor will use proper fertilization, mowing, and watering practices to promote the growth of weed resistant turf.

f. Ground Cover/Shrub Areas:

Shrubs and groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections. Foundation shrubs planted at the base of any building or signage/hardscape element in the landscape shall be maintained to a height not less than 6" below any signage or directional graphic or lettering associated with building identification systems. Foundation shrubs planted at the base of any building or signage/hardscape element should be trimmed to compliment any architectural banding and/or detailing so as not to block any such detail from view.

Pruning of plants which overhang curbs and sidewalks shall be addressed regularly. Pruning of bushes includes maintaining the current shape and specifically does not include changing the shape of the plant as in a cut back. Mass planted shrubs shall not be pruned individually. Tops of shrub masses shall be pruned to a consistent height, but sides of shrubs shall be allowed to grow together into a full solid mass. All shrubs shall be pruned in such a way as to provide a clean and neat appearance.

g. Weed Control:

All Beds should be weeded by hand on a regular basis. The Contractor shall keep

beds reasonably free of broadleaf or grassy weeds. Coordinate with weed control contractor as needed, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

h. Rose bushes:

Roses should be trimmed back and dead headed so as to promote healthy and even growth and consistent budding. Fertilization to be coordinated with Fertilization service contractor.

i. Ornamental Grasses:

The Contractor shall cut all ornamental grasses back once per year in the months of January or February. All ornamental grass clippings shall be raked up and removed from the property at the end of each day in which the grasses are being cut.

j. Tree Care:

A Certified Arborist shall be utilized for the maintenance of the trees on District's property.

i. Pruning:

Height limitation for tree pruning covered in the specifications is 10 feet. On trees over 10 feet in height, only low hanging branches that present a hazard to pedestrian or vehicular traffic will be raised to 8 feet above ground level. Trees less than 10 feet in height will be scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Contractor will be required to attend to any branches identified as a hazard to pedestrian or vehicular traffic within 72 hours from the date notice is provided to Contractor by the Manager.

ii. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with Manager.

iii. Tree Fertilization

A tree fertilization program and the cost should be submitted as a separate item within your bid. This shall include all Palms, Oaks, Maples, Elms, Magnolias, Hollies, etc.

iv. Palm Pruning:

Dead or dying fronds should be removed bi-annually and will be within set months each year. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type. (Zone A)

k. Haul Road/Nature trail:

The Contractor will maintain the haul road/nature trail area (approx. 2.5 miles) and entry points on a quarterly basis. Maintenance shall include mowing, weed trimming along path edges to prevent vegetation encroachment, trimming of tree limbs that extend over the path, and removal of debris from the path.

l. Mulch/Pine Straw:

The Contractor will install pine bark mulch/ pine straw once per year (Spring). Large nugget mulch will be applied in amenity beds and entry feature. Pine straw may be used on trees, common areas and in other ornamental grass areas. Playground mulch

to be ADA-compliant mulch.

m. Annual Color:

Annual flowers will be installed three times (3) times per year corresponding to each seasonal variety and the District shall maintain the right to request an additional rotation at its discretion. Specified varieties, size spacing, and frequency will be recommended per climate and location of plantings and shall be approved by the District's representative prior to installation. A 90-day warranty on plant life is applied excluding vandalism, acts of God, or irrigation related issues not due to Contractor negligence or response time. Design must be approved by the on-site Manager.

n. Debris Cleanup:

All landscape areas shall be inspected on days of service and excess debris and litter removed. Dead and fallen tree limbs and palm fronds should be removed from the turf and beds during each visit. Gardening debris generated from the Contractor's work shall be removed from all surface areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc. Excessive debris due to natural disasters shall be subject to a separate work authorization.

II. IRRIGATION SYSTEM MAINTENANCE – SCOPE OF SERVICES

The Contractor shall visually inspect the entire irrigation system (total of 78 irrigation zones) once a month for a total of 12 inspections annually to ensure optimal performance. The Contractor will be responsible for controlling all irrigation water use in compliance with the St. Johns River Water Management guidelines and will ensure minimal water use while providing sufficient water use for proper plant nutrition, particularly during the growing season. All irrigation systems in Zones A, B & C.

a. Sprinkler Heads:

All sprinkler heads shall be checked for proper operation and coverage. Contractor shall be solely responsible for the repair and replacement of any all irrigation heads or irrigation equipment damaged by landscape personal during routine landscape maintenance.

Valves & Valve Boxes. The Contractor shall inspect all valves and valve boxes for broken or stuck valves or missing valve box lids, and replace as needed.

b. Watering Schedule.

The Contractor shall adjust watering schedules to correspond with seasonal color installation, fertilization applications, temperature changes, drought and rainy seasons and pest control applications. Water schedules will be adjusted as needed based on season and rainfall amounts.

c. Emergency Contact.

The Contractor shall provide Manager with a contact person and telephone number who shall be available for on-call emergency service.

d. Irrigation Repairs.

Any repairs needed that are not covered under this inspection process will be proposed and billed separately. Stopping water loss and health hazards associated with main line breaks, valve damage, backflow malfunctions, lateral breaks, damaged heads, etc., are emergency services and water shall be turned off immediately upon notice of damage. Final repairs shall be completed within 48 hours.

Contractor shall submit proposals for any repairs that fall outside of the inclusive repairs for materials and labor based upon unit prices provided in the fee schedule below.

III. FERTILAZATION, WEED AND PEST CONTROL MAINTENANCE – SCOPE OF SERVICES

The Contractor shall provide fertizaiton, weed and pest control maintenance for all zones of the Amelia Walk District to include the following:

The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, army worms, chinch bugs and other grass and plant pests as well as plant fungus. Pre-emergent and post-emergent controls shall be used to provide acceptable levels of weed control. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator. The pest control program shall follow the most current recommendations of the University of Florida "Guides to Insect Disease, Nematodes and Weed Control". The Contractor shall submit an outline of the agronomic program along with the proposal. Contractor will use proper fertilization, mowing, and watering practices to promote the growth of weed resistant turf.

- a. **Weed Control:** The Contractor shall keep beds reasonably free of broadleaf or grassy weeds, preferably with pre- emergent and/or selective post-emergent/contact herbicides. Beds around Amenity Center, Amenities and Front Entrance should be weeded by hand on a regular basis by the contractors responsible for Zone A, B and C.

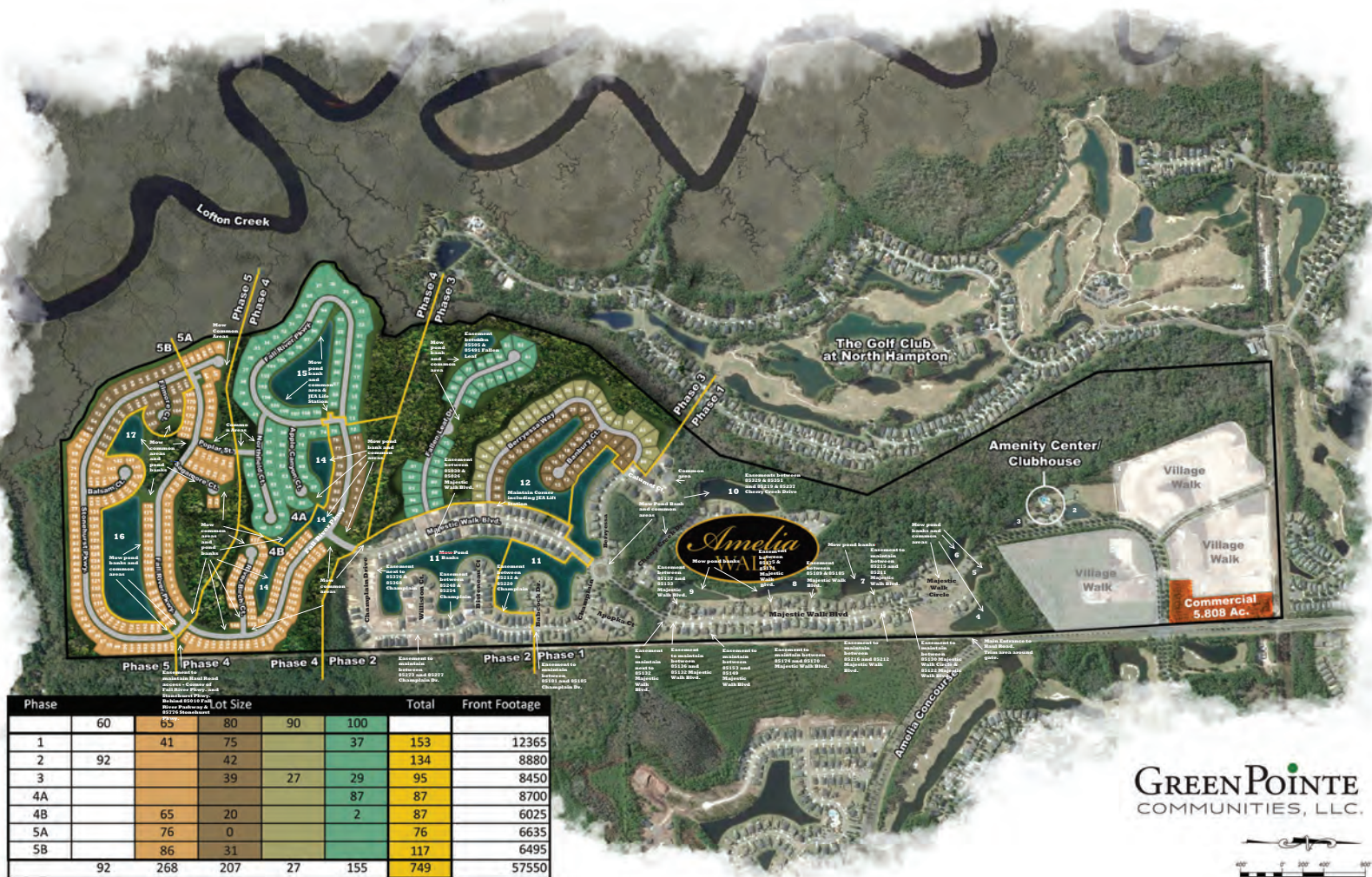
Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem.

- b. **Fertilization:** The Contractor shall apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material being fertilized. Soil samples should be taken if Contractor encounters problematic areas of the community in order to determine the best remediation plan for those areas.
- c. **Fungicide:** The Contractor shall apply legally approved fungicides to control disease-causing damage to ornamentals if warranted.
- d. **Pesticide:** Apply legally approved pesticides to control insects causing damage to ornamentals if warranted.
- e. **Roses:** Roses must be fertilized consistently so as to promote healthy and even growth and consistent budding in accordance with lawn care trimming.
- f. **Tree Fertilization -** A tree fertilization program and the cost should be submitted as a separate item within your bid. This shall include all Palms, Oaks, Maples, Elms, Magnolias, Hollies, etc.

EXHIBIT “B”
MAINTENANCE AREAS

Amelia Walk Zones Landscape Maps with ID description.



GREEN POINTE
COMMUNITIES, LLC.



Amelia Walk
Landscape Map IDs

ID	ZONE	Map Page Number	Phase	Description
01	A	1	1	Amelia Walk Entrance: Center Trees, Shrubs, flowers, pine straw/mulch, seasonal flowers
02	A	1	1	Entrance North Side to Amenity Center: Grass, Shrubs, Trees, Bark Chip Mulch, Pine Straw, Seasonal Flowers. Both sides of White PVC fence to Village Walk Commercial tree line, Center Median Trees, Shrubs, Mulch
02a	A	2	1	Spruce Run Grass Both sides between Sidewalk and Road. Other Side of Sidewalk is property maintained by Village Walk HOA.
03	A	1	1	Entrance South Side to Amenity Center: Grass, Shrubs, Trees, Bark Chip Mulch, Pine Straw, Seasonal Flowers White PVC fence to road. Other side of fence is property maintained by Village Walk
03a	A	1	1	South Side of MWB from Sidewalk to wetland from end of Village Walk Pond to Amelia Walk Pond 5
04	A	1	1	Amenity Center, Grass, Shrubs, Trees, Pool Area
04a	A	1	1	Pond 2 & Pond 3 (Grass Banks Mowed / Trimmed to Waters Edge)
04b	A	1	1	Playing Field
05	A	3	1	Pond 4 (Grass Banks Mowed / Trimmed to Waters Edge)
06	A	3	1	Pond 5 (Grass Banks Mowed / Trimmed to Waters Edge)
07	A	3	1	Pond 6 (Grass Banks Mowed / Trimmed to Waters Edge)
08	A	3	1	Majestic Walk Blvd:Majestic Walk Circle East Side: Grass, Shrubs, Pine Bark Mulch, Seasonal Flowers
09	A	3	1	Majestic Walk Blvd:Majestic Walk Circle West Side: Grass, Shrubs, Pine Bark Mulch, Seasonal Flowers
10	B	3	1	Pond 7 (Grass Banks Mowed / Trimmed to Waters Edge)
11	B	3,4	1	Pond 8 (Grass Banks Mowed / Trimmed to Waters Edge)
12	B	4	1	Pond 9 (Grass Banks Mowed / Trimmed to Waters Edge)
13	B	4	1	Pond 10 (Grass Banks Mowed / Trimmed to Waters Edge)
14a 14b	A	3	1	East & West side Majestic Walk Circle - Area under Landscape reconstruction
15	B	4,6	1	East & West side Majestic Walk Blvd & Roundabout: Grass, Shrubs, Trees, Pine Bark Mulch

Amelia Walk
Landscape Map IDs

ID	ZONE	Map Page Number	Phase	Description
16	B	6,7	1	Berreyessa North Side 32 CBU Mailboxes, Grass, shrubs, pinestraw
17	D	3,4,6,8,9	1,2,3,4,5	Haul Service Road / Amelia Walk Trails
17a	B	3	1	Easement for haul road behind 85130 Majestic Walk Circle and adjacent to 85222 Majestic Walk Blvd. Grass (Designated Pedestrian Access Point to Trail Road)
17b	B	3	1	Easement for Haul Roadbetween 85216 Majestic Walk Blvd. and 85213 Majestic Walk Blvd. Grass
17c	B	4	1	Easement between 85174 Majestic Walk Blvd. and 85170 Majestic Walk Blvd. Grass (some sod Damage Pool install)
17d	B	4	1	Easement between 85153 Majestic Walk Blvd. and 85149 Majestic Walk Blvd. Grass
17e	B	4	1	Easement for haul road/trails adjacent to 85132 Majestic Walk Blvd.
17f	B	4	1	Easement between 85137 Majestic Walk Blvd. and 85133 Majestic Walk Blvd. Grass
17g	B	3	1	Easement between 85215 Majestic Walk Blvd. and 85211 Majestic Walk Blvd. Grass
17h	B	4	1	Easement between 85189 Majestic Walk Blvd. and 85185 Majestic Walk Blvd. Grass
17i	B	4	1	Easement between 85175 Majestic Walk Blvd. and 85171 Majestic Walk Blvd. Grass
17j	B	5	1	Easement between 85329 Cherry Creek Dr. and 85351 Cherry Creek Dr. Grass
17k	B	5	1	Easement between 85219 Cherry Creek Dr. and 85237 Cherry Creek Dr. Grass
17l	B	5	1	Common area adjacent to 85166 Cherry Creek Dr.
17m	B	5	1	Common area adjacent to 85052 Cherry Creek Dr.
18	B	8	2	Same as # 15.
19	B	8	2	Easement between 85082 Majestic Walk Blvd and 85074 Majestic Walk Blvd. : Grass
20	B	8	2	Lift Station at 85057 Majestic Walk Blvd and conner of Berryessa Way. Grass (poor cond), Trees, Pine straw
21	B	6,8,9	2	Pond 11 (Grass Banks Mowed & Trimmed to Waters Edge)
22	B	8	2	Easement between 85212 Champlain Dr. and 85220 Champlain Drive: Grass

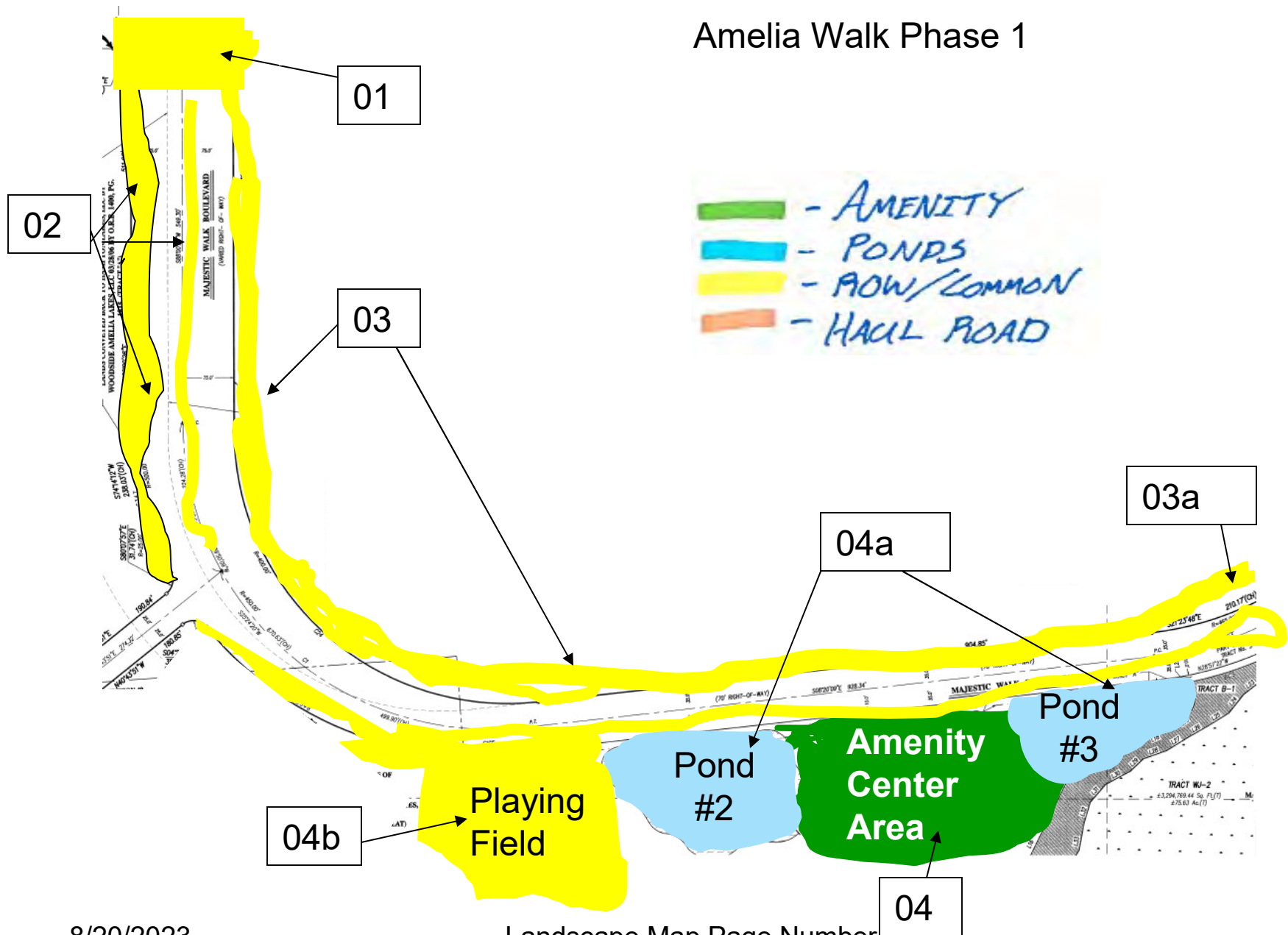
Amelia Walk
Landscape Map IDs

ID	ZONE	Map Page Number	Phase	Description
23	B	8	2	Easement between 85248 Champlain Dr. and 85254 Champlain Drive: Grass
24	B	9	2	Easement between 85030 Majestic Walk Blvd and 85026 Majestic Walk Blvd. : Grass
25	B	9	2	Common Area West Side of Majestic Walk Blvd between 85011 Majestic Walk Blvd. and entrance to Phase 4: Grass, Shurbs, Pine Straw, Trees, 16CBU mailboxes
26	B	9	2	Connor of Majestic Walk Blvd. and Champlain and Entrance to Phase 4: Shrubs, Pine Straw
27	B	9	2	Easement between 85376 Champlain Dr. and 85368 Champlain Drive: Grass
28	B	9	2	Easement between 85273 Champlain Dr. and 85277 Champlain Drive: Grass (designated pedestrian access point to Trail/Haul Road
29	B	9	2	Same as # 23
30	B	6,7,10	3	Pond 12 (Grass Banks Mowed / Trimmed to Waters Edge)
31	B	11	3	Pond 13 (Grass Banks Mowed / Trimmed to Waters Edge)
32	B	11	3	South Side Fallen Leaf Drive Common area adjacent to preserve between 85449 Fallen Leaf Drive and 85363 Fallen Leaf Drive. Grass
33	B	11	3	North Side Fallen Leaf Drive Common Boxes adjacent to preserve between 85400 Fallen Leaf Drive and 85456 Fallen Leaf Drive. Grass
34	B	11	3	Easment between 85505 Fallen Leaf Drive and 85491 Fallen Leaf drive. Grass
35	C	12	4	Phase 4 West Side Entrance, Grass, Shrubs, Trees between Majestic Walk Blvd and adjacent to Lot 1 (Richmond America)
36	C	12	4	Phase 4 East Side Entrance, Grass, Shrubs, Trees between Majestic Walk Blvd and adjacent to 85234 Falll River Parkway (Lennar)
37	C	12	4	Pond 14 (Grass Banks Mowed / Trimmed to Waters Edge)
38	C	12	4	Easement to Pond #14 behind 85312 & 85320 River Birch Ct and 85208 & 85206 Northfield Ct
39	C	12	4	Common area between River Birch Ct Cul-de-sac and preserve area, Grass
40	C	13	4	Common area buffer between 85237 & 85213 River Birch Ct and preserve area
41	C	13	4	Common area between Stonehurst Parkway and 85010 Fall River Parkway, Grass
42	C	13	4	Common area buffer between Fall River Parkway and preserve area from River Birch Ct and Stonehurst Paarkway
43	C	13	4	Common area on West side of Fall River Parkway and conner of River Birch Ct

Amelia Walk
Landscape Map IDs

ID	ZONE	Map Page Number	Phase	Description
44	C	14	4	Easement (Common Area) to Pond #14. Apple Caynon Ct Cul-de-sac between 85407 & 85408 Apple Caynon Ct.
45	C	14	4	Common Area Buffer between preserve, located on conner of Northfield Ct and Poplar Breeze Way
46	C	14	4	Common Area Buffer behind 85257 Northfield CT and adjacent to 85148 Poplar Breeze Way
47	C	15	4	Easement between 85475 & 85437 Fall River Parkway to Pond #15
48	C	15	4	Pond # 15 (Grass Banks Mowed / Trimmed to Waters Edge)
49	C	15	4	Common Area around Phase 4 Mailboxes and Lift Station, between 85369 & 85617 Fall River Parkway : Grass, shrubs, trees.
50	C	16	5	Easment to Pond #16 and Common Area around Phase 5 Mailboxes adjacent to 84850 Fall River Parkway: Grass
51	C	16	5	Common Area Open Space Buffer on Fall River Parkway adjacent to 84983 Fall River Parkway
52	C	17	5	Common Area Open Space Buffer on Stonehurst Parkway Cul-de sac and preserve area
53	C	17	5	Lift Station at 85053 Stonehurst Parkway and conner of Fall River Parkway. Grass, Trees, Pine straw
54	C	17	5	Common Area Open Space Buffer with preserve on Fall River Parkway adjacent to 84770 Fall River Parkway
55	C	17	5	Open Space Buffer with Preserve Across street from 85257 & 85249 Sagamore CT
56	C	17	5	Open Space Buffer with Preserve on Cul-de sac adjacent to 85255 Sagamore CT
57	C	17	5	Same as ID #46
58	C	17	5	Open Space Buffer with Preserve on west side of Poplar Breeze Way.
59	C	18	5	Same as ID # 54
60	C	18,20	5	Pond 17 (Grass Banks Mowed / Trimmed to Waters Edge)
61	C	18,19	5	Pond 16 (Grass Banks Mowed / Trimmed to Waters Edge)
62	C	19	5	Common Area, Open Space adjacent to 84986 Fall River Parkway and 85763 Stonehurst Parkway.
63	C	20	5	Open Space behind homes between 85464 & 85520 Stonehurst Parkway

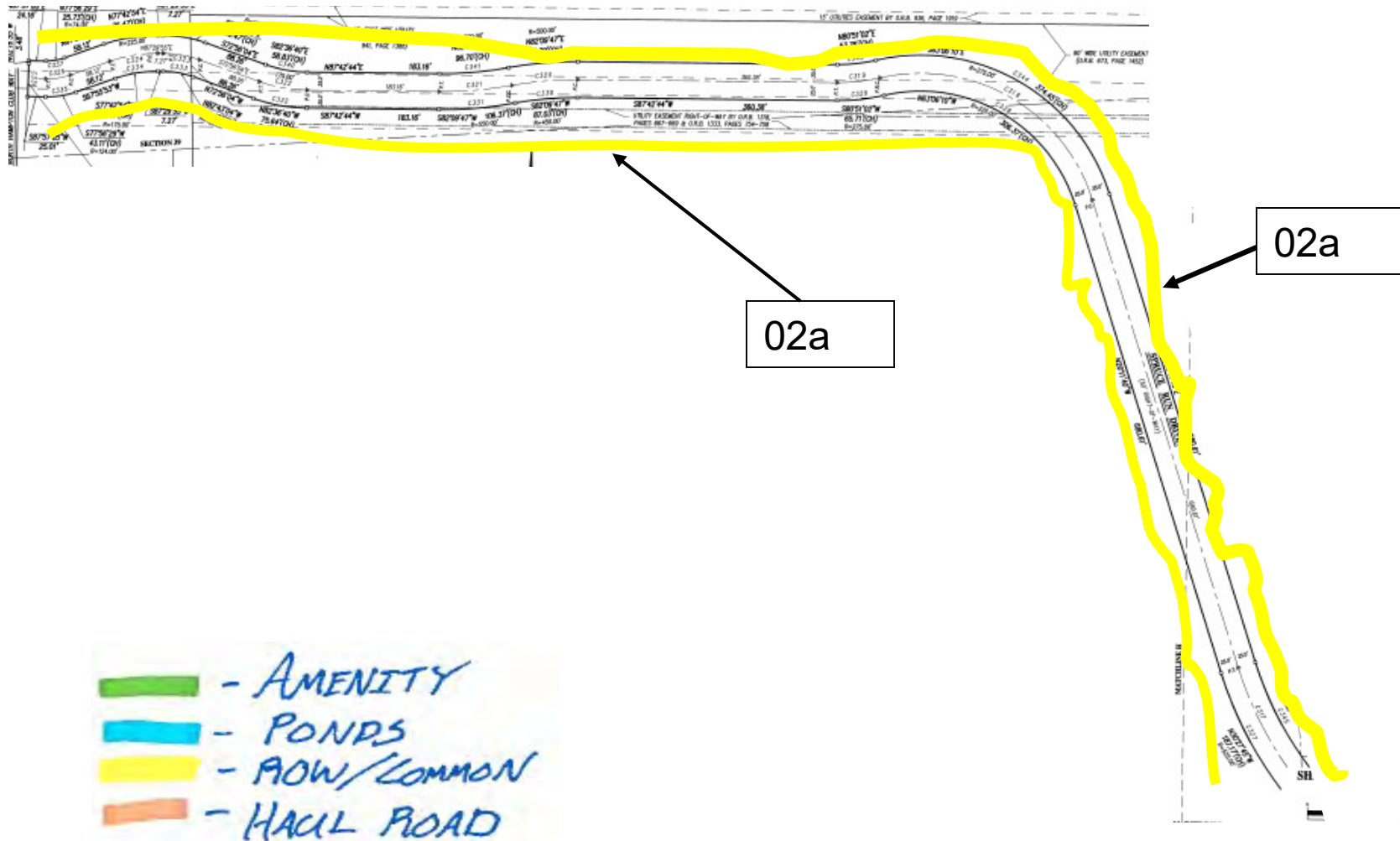
Amelia Walk Phase 1



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Amelia Walk Phase 1



05

14b

08

17a

17b

17

Pond #4

Pond #5

Pond #6

Pond #7

Pond #8

MAJESTIC WALK BOULEVARD

MAJESTIC WALK CIRCLE

WETLAND JURISDICTIONAL AREA

LINE TABLE

06

07

14a

09

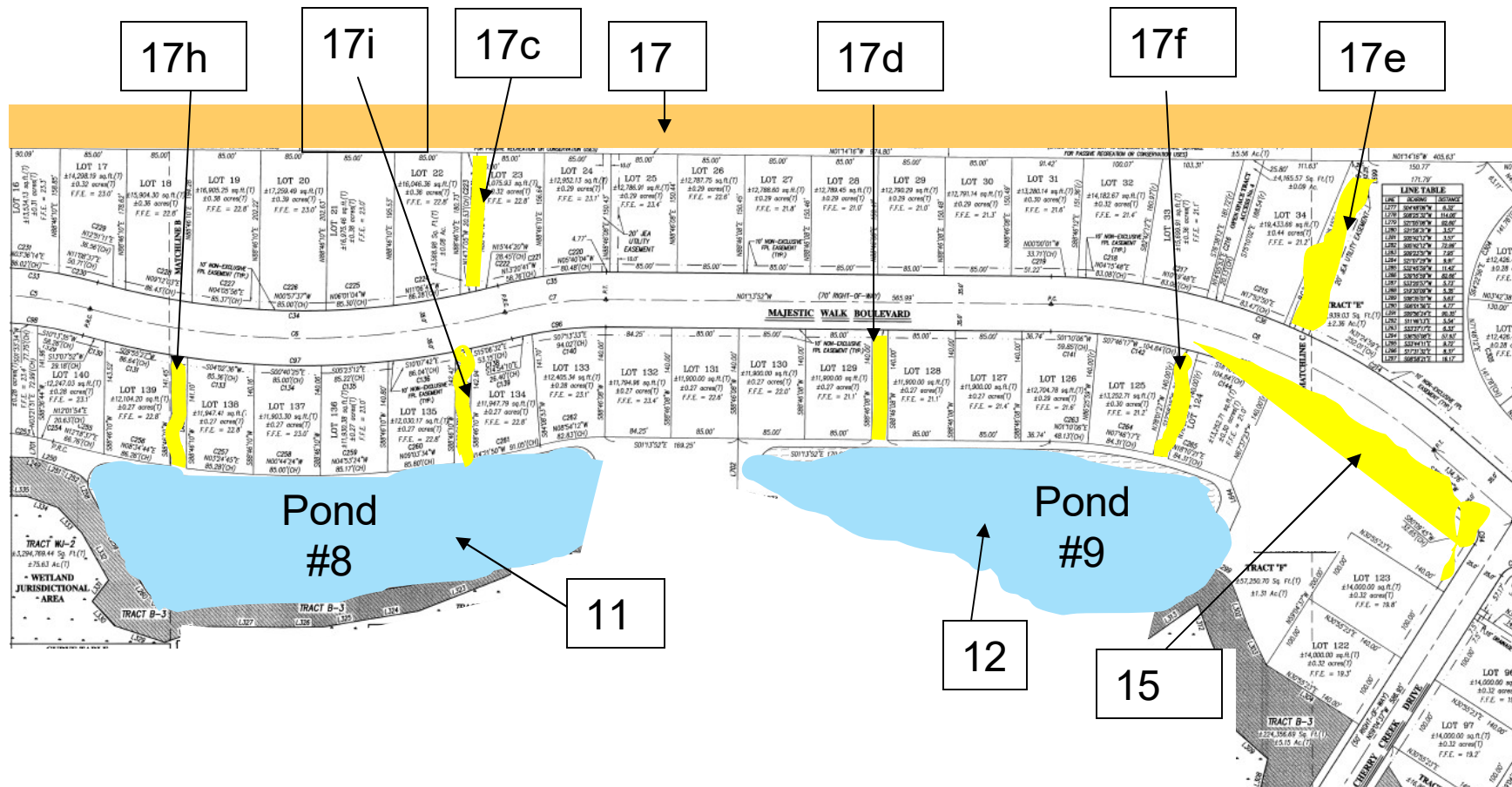
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Amelia Walk Phase 1



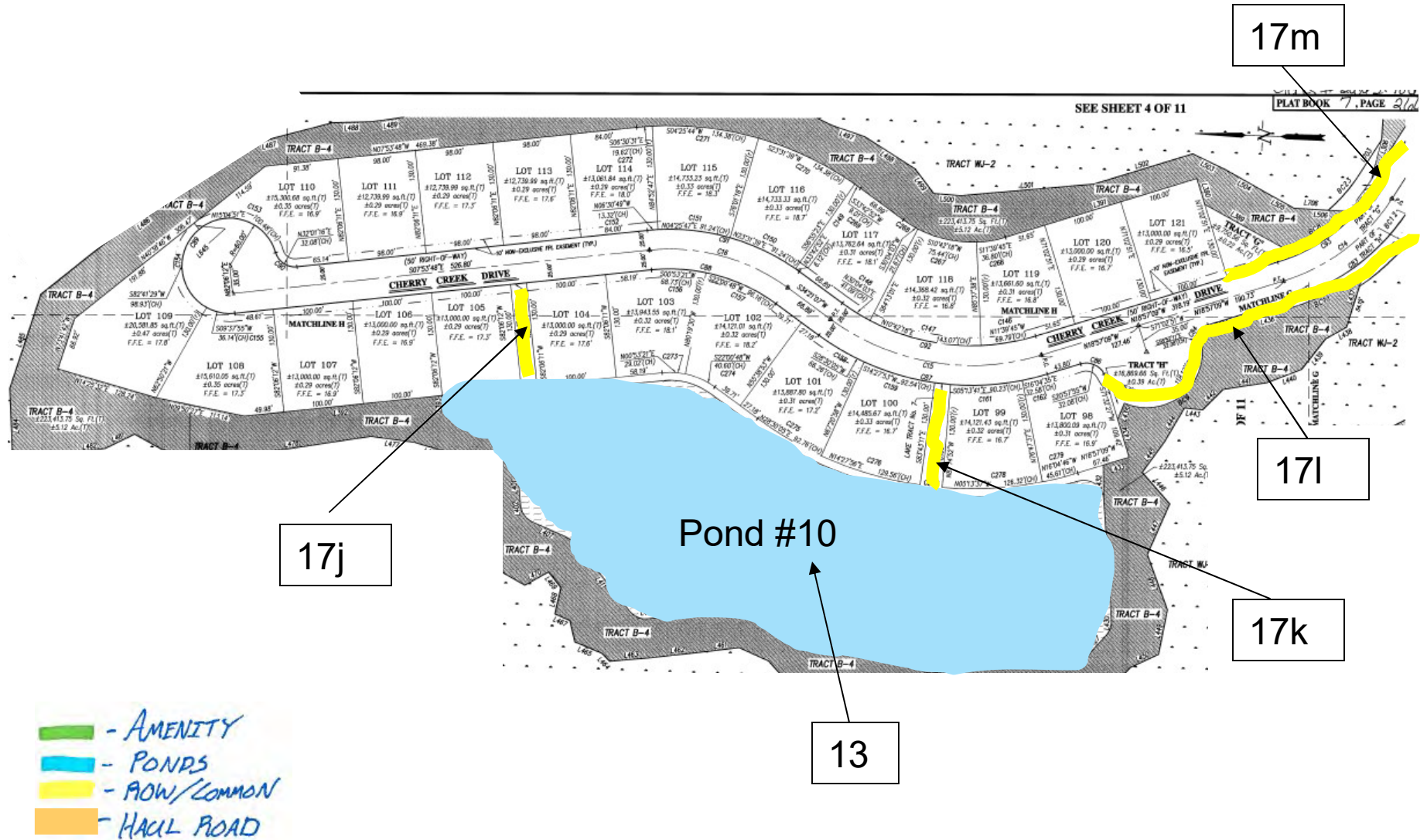
-  - AMENITY
-  - PONDS
-  - ROW/COMMON
-  - HAUL ROAD

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Amelia Walk Phase 1



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Amelia Walk Phase 1

17

21

15

16

30

Pond #12

Pond #11

-  - AMENITY
-  - PONDS
-  - ROW / COMMON
-  - HAUL ROAD

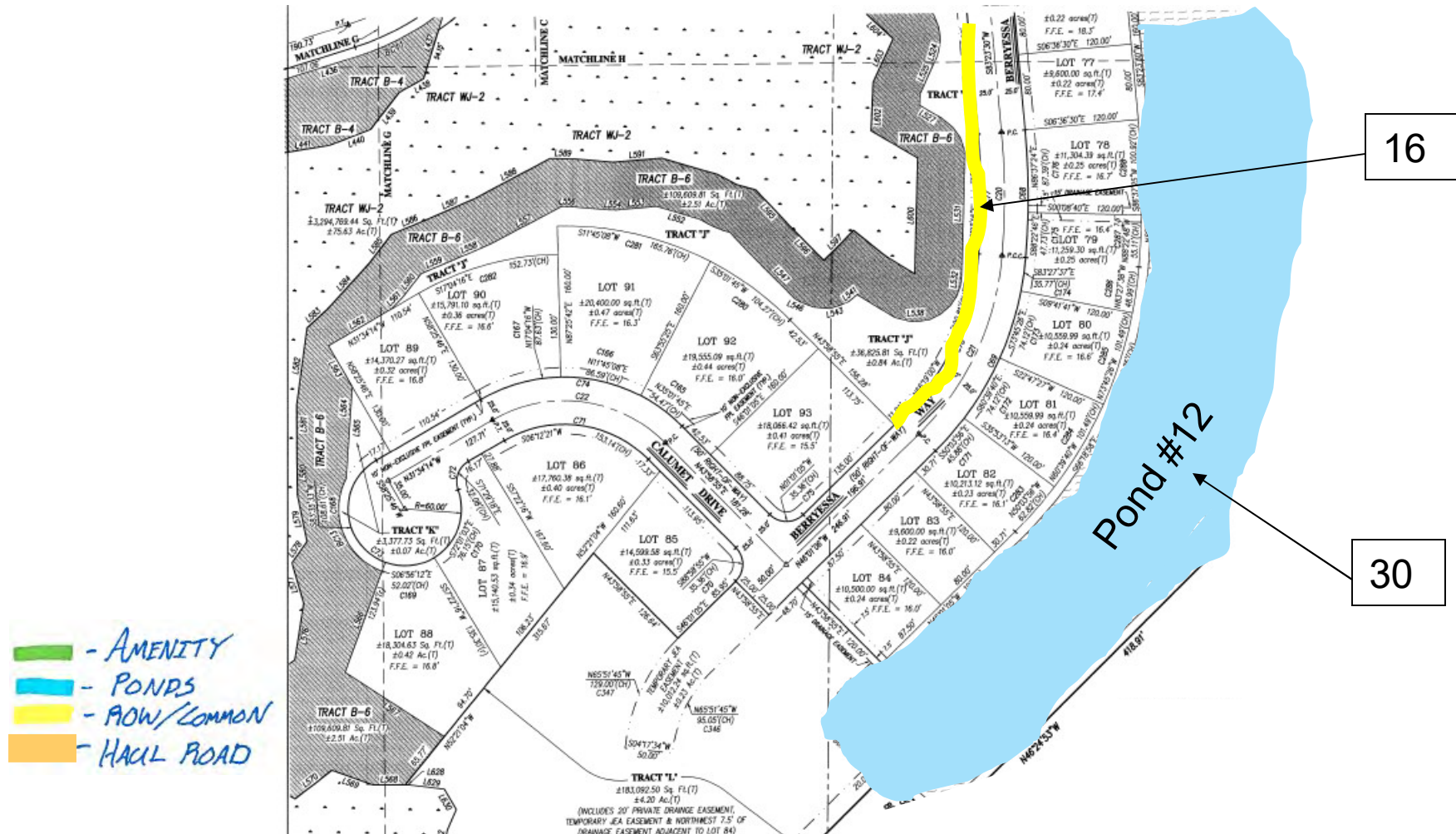
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CLIVE TABLE						
CLIVE	DELTA	NOBLETS	LENGHT	TANGENT	DIRECTION	CHORD
0012	1°47'0"	285.00	8.84	4.27	268°17'00"	8.54
0020	1°52'3"	290.00	14.80	7.74	261°26'30"	14.28
0027	1°57'30"	285.00	20.37	10.90	252°45'00"	20.01
0033	1°58'30"	200.00	58.15	29.28	262°45'00"	57.84
0034	2°04'00"0"	300.00	190.50	63.48	242°30'00"	118.60

Amelia Walk Phase 1



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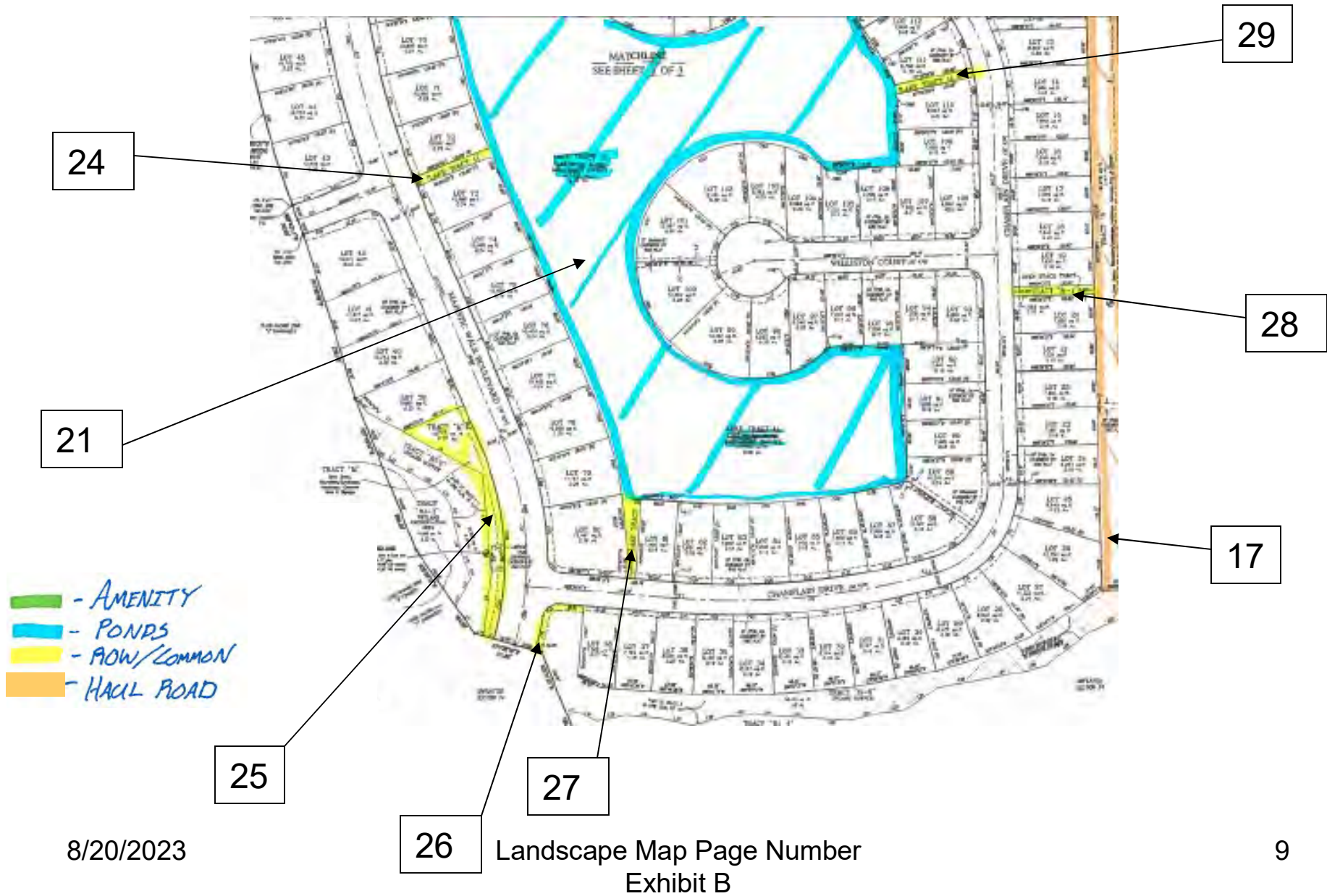
Amelia Walk Phase 2



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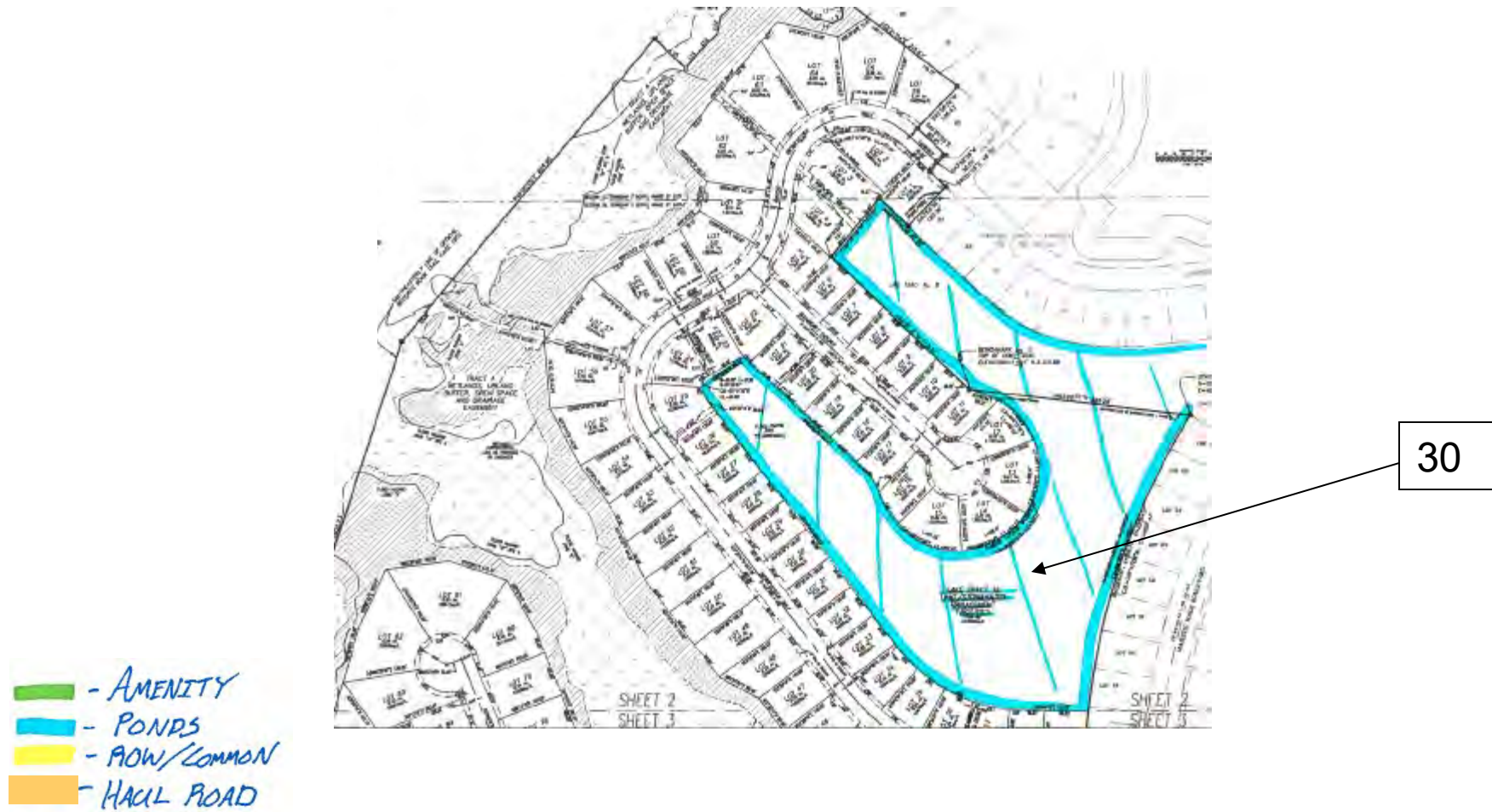
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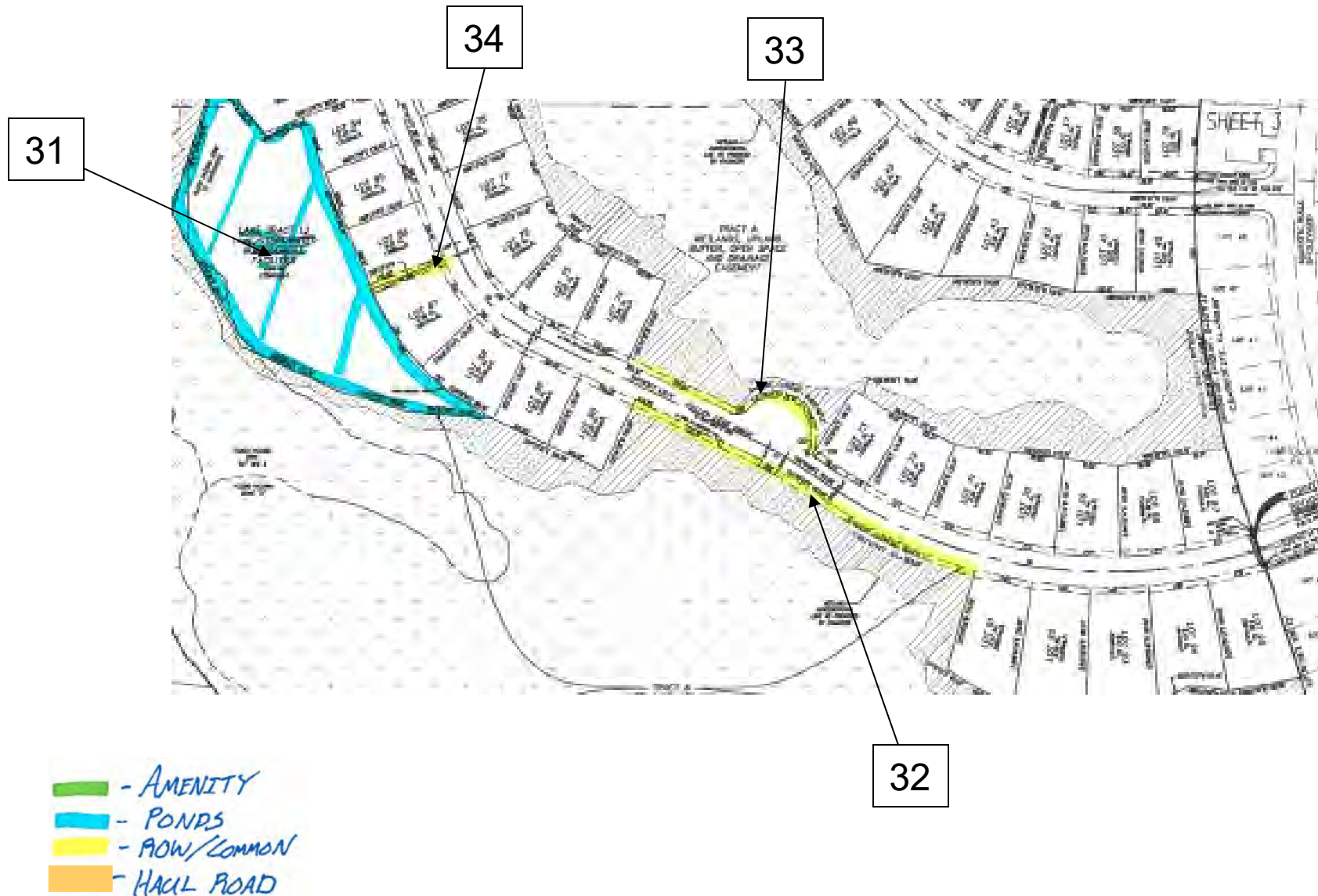
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Amelia Walk Phase 3



Amelia Walk Phase 3

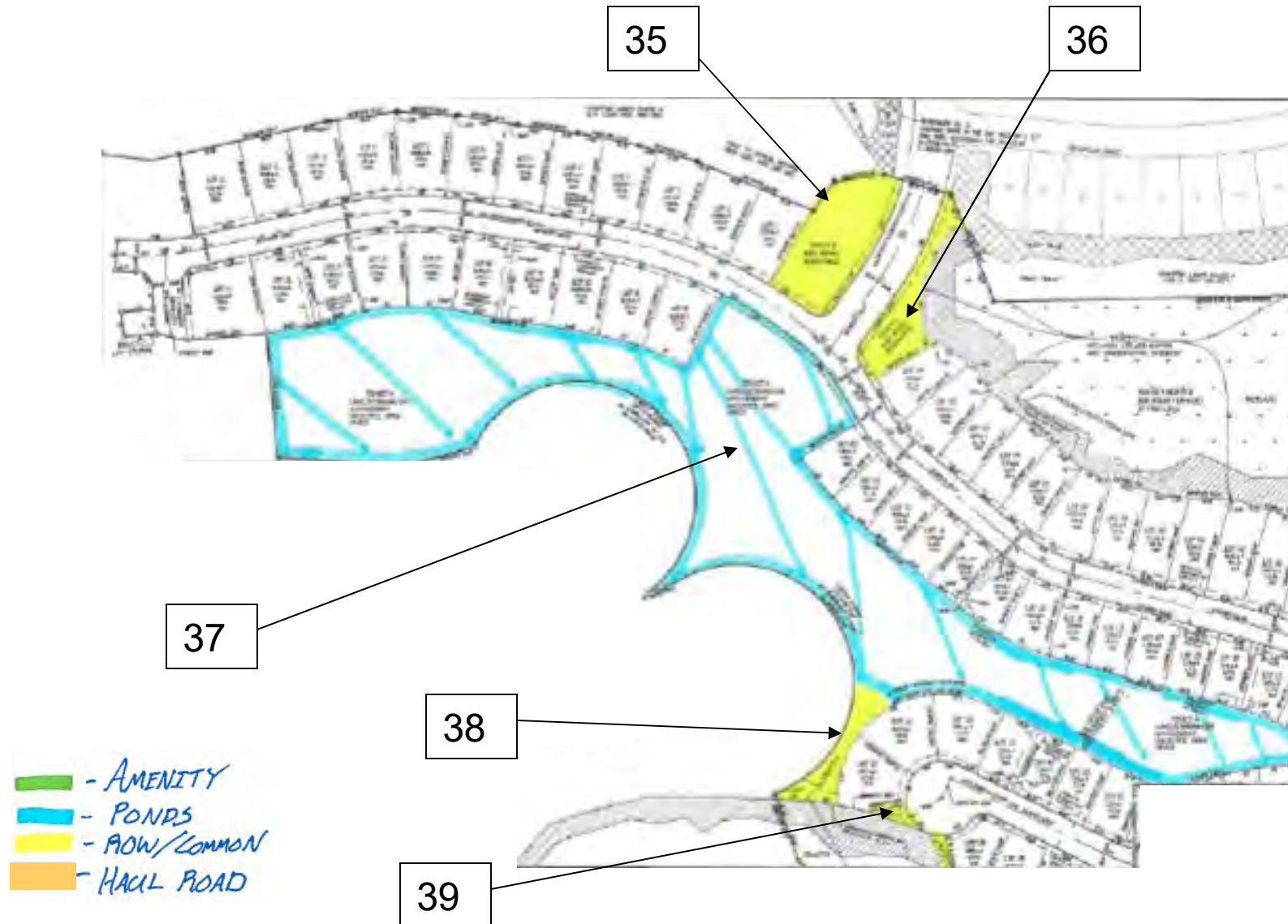


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Amelia Walk Phase 4



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Amelia Walk Phase 4



Amelia Walk Phase 4



44

45

46

- AMENITY
- PONDS
- ROW/COMMON
- HAUL ROAD

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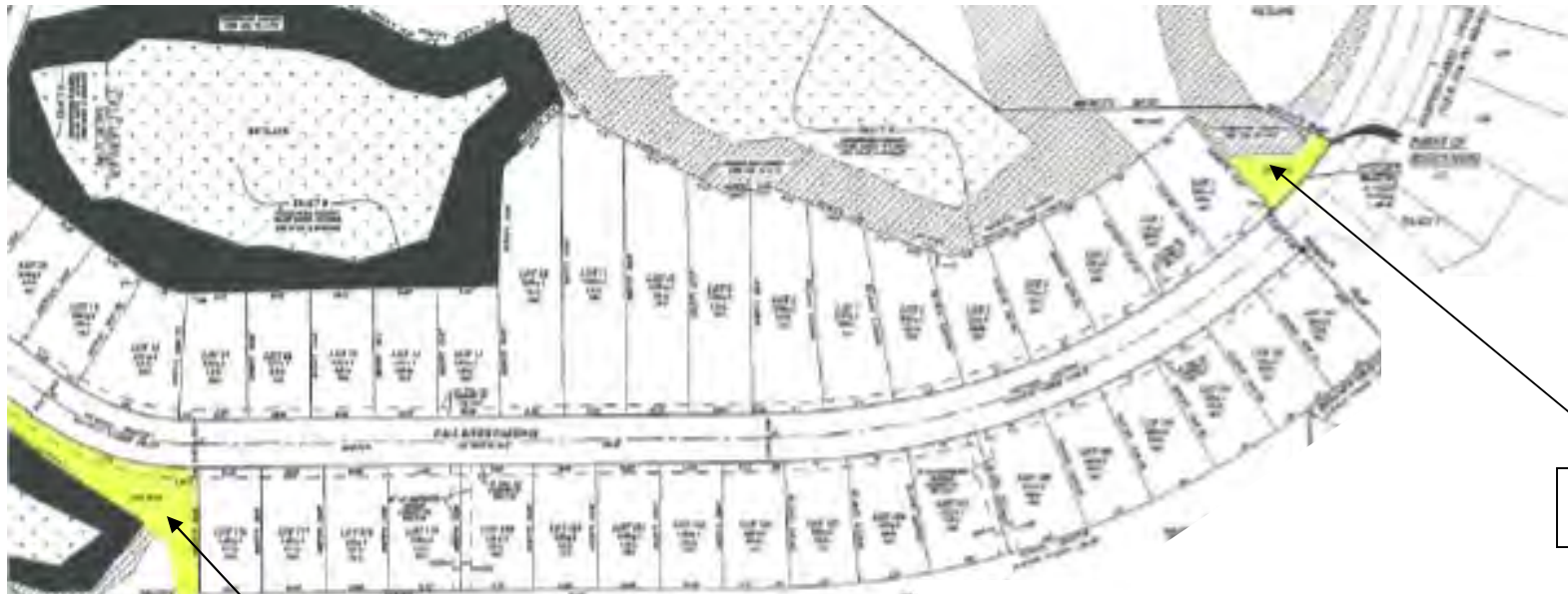
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Amelia Walk Phase 4



Amelia Walk Phase 5



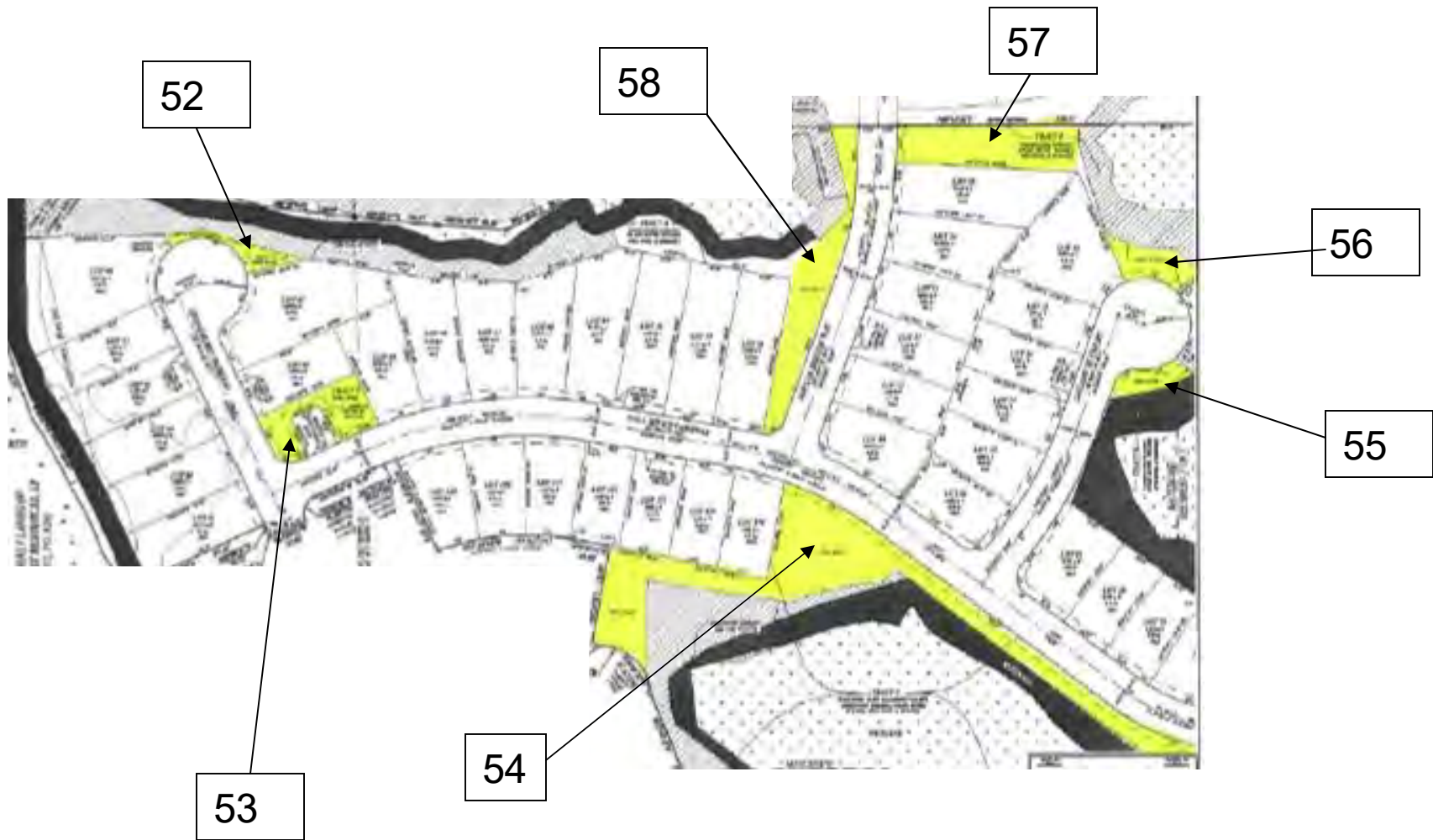
- AMENITY
- PONDS
- ROW/COMMON
- HACKL ROAD

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Amelia Walk Phase 5

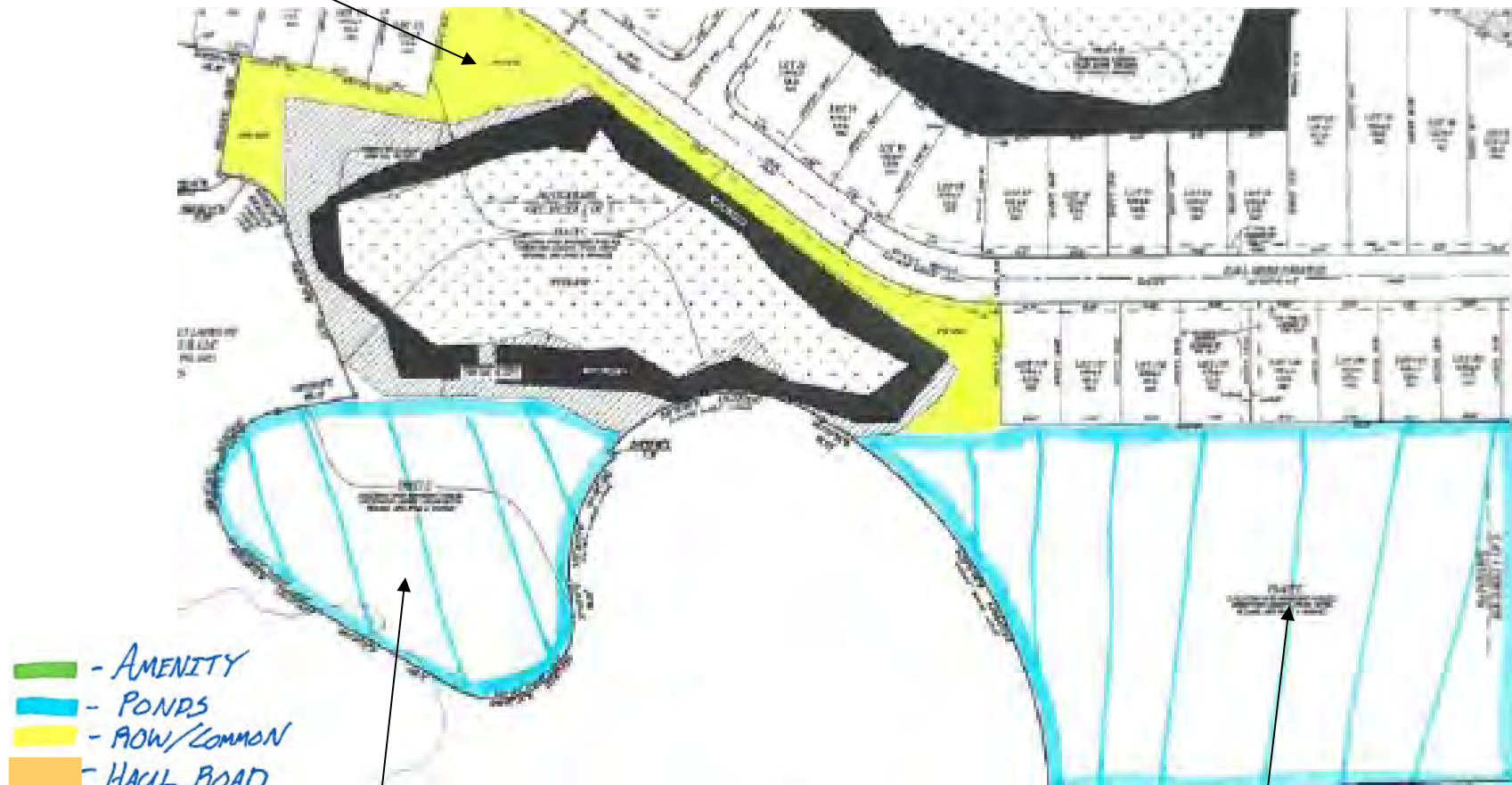


- AMENITY
- PONDS
- ROW/COMMON
- HAUL ROAD

Landscape Map Page Number
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Amelia Walk Phase 5

59



60

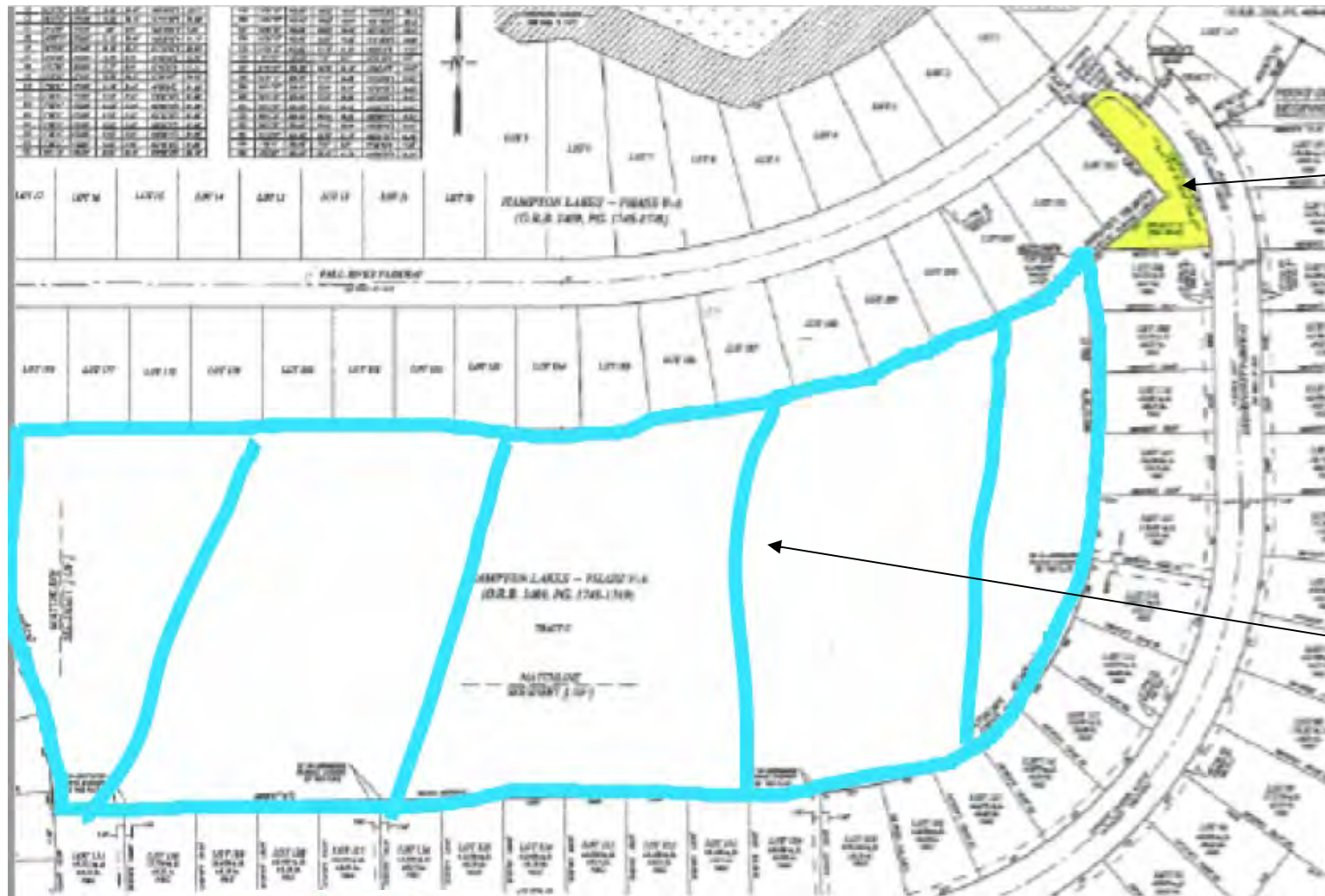
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Amelia Walk Phase 5



- - AMENITY
- - PONDS
- - ROW/COMMON
- - HAUL ROAD

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Amelia Walk Phase 5



**EXHIBIT “C”
PRICING**

[Contractor’s pricing proposal to be inserted]