

Rivers Edge III
Community Development District

January 19, 2022

AGENDA

**Rivers Edge III
Community Development District**

475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.RiversEdge3CDD.com

January 12, 2022

Board of Supervisors
Rivers Edge III Community Development District
Call-in #: 1-866-705-2554 Code: 464498

Dear Board Members:

The Rivers Edge III Community Development District Board of Supervisors Meeting is scheduled to be held on **Wednesday, January 19, 2022 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.**

Following is the revised agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Approval of the Minutes of the December 15, 2021 Regular Board Meeting
- IV. Consideration of Resolution 2022-04, Adopting Amended Prompt Payment Policies
- V. Consideration of Revised Landscape RFP Documents
- VI. Consideration of Acceptance of Haven Entrance Pond
- VII. Consideration of Proposals for Waterfall at Longleaf Pine Entrance
- VIII. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. Operations & Maintenance
 1. Update on Weekly VerdeGo Performance Report
 2. Landscape Report
 3. Pond Report

IX. Financial Reports

A. Balance Sheet and Statement of Revenues and Expenditures

B. Approval of Check Register

C. Consideration of Funding Request No. 19

X. Supervisor Requests and Audience Comments

XI. Next Scheduled Meeting – February 16, 2022 at 9:30 a.m. at the RiverTown Amenity Center

XII. Adjournment

MINUTES

MINUTES OF MEETING
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Rivers Edge III Community Development District was held on Wednesday, December 15, 2021 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Jacob O’Keefe	Chairman
Chris Henderson	Supervisor
Jason Thomas	Supervisor

Also present were:

Ernesto Torres	District Manager
Jennifer Kilinski	District Counsel
Ryan Stilwell	District Engineer
Jason Davidson	Vesta
Johnathan Perry	Vesta
Clint Waugh	Vesta
Shane Blair	VerdeGo
Billy Genovese	VerdeGo

The following is a summary of the discussions and actions taken at the December 15, 2021 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Torres called the meeting to order at 9:32 a.m.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 17, 2021 Regular Board Meeting and Joint Workshop

There were no comments on the minutes.

On MOTION by Mr. O’Keefe seconded by Mr. Henderson with all in favor the minutes of the November 17, 2021 Board of Supervisors meeting and joint workshop were approved.
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FOURTH ORDER OF BUSINESS

Discussion Regarding Draft of RFP for Landscape and Irrigation Maintenance Services

Staff has put together the draft landscape and irrigation maintenance RFP package that was included in the agenda package for the Board’s review. Mr. Torres noted it is anticipated the notice of the request for proposals will go out sometime in March of 2022. No approval is needed at this time.

FIFTH ORDER OF BUSINESS

Consideration of Amended Agreement with Vesta for Amenity Management Services

A copy of the amended agreement with Vesta Property Services was included in the agenda package for the Board’s review. Mr. Torres noted District Counsel also sent an email to the Board members with a summary of the changes between the current agreement and the amendment. The amendment would extend the agreement with Vesta through September of 2024. Ms. Kilinski reminded the Board they approved the substantive changes in concept at a prior board meeting and the only change that has occurred since that time are credits for vacancies in staff. Vesta asked that they be compensated for services provided during the gap in staff, which would have to be separately negotiated between the parties.

On MOTION by Mr. O’Keefe seconded by Mr. Henderson with all in favor the amended agreement with Vesta for amenity management services was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being nothing to report, the next item followed.

B. District Engineer

There being nothing to report, the next item followed.

C. District Manager

D. Onsite Operations & Maintenance

1. Update on Weekly VerdeGo Performance Report

A copy of the notes provided by staff on VerdeGo's performance over the last month was included in the agenda package for the Board's review.

2. Consideration of Landscape Proposals for High Point Phase 2

A copy of the cost share request showing a proposed annual investment of \$11,376.72 to accept landscape and irrigation maintenance responsibility for High Point Phase 2 was included in the agenda package.

On MOTION by Mr. O'Keefe seconded by Mr. Henderson with all in favor accepting landscape and irrigation maintenance responsibilities for High Point Phase 2 was approved.

3. Consideration of Pond Proposals for High Point Phase 2

A copy of the cost share request showing a proposed total monthly investment of \$98 to accept pond maintenance responsibility for High Point Phase 2 was included in the agenda package.

On MOTION by Mr. O'Keefe seconded by Mr. Henderson with all in favor accepting pond maintenance responsibilities for High Point Phase 2 was approved.

4. Consideration of Landscape Proposals for RiverTown Main Phase 3

A copy of the cost share request showing a proposed annual investment of \$33,913.62 to accept landscape and irrigation maintenance responsibility for RiverTown Main Phase 3 was included in the agenda package.

On MOTION by Mr. Henderson seconded by Mr. O'Keefe with all in favor accepting landscape and irrigation maintenance responsibilities for RiverTown Main Phase 3 was approved.

5. Landscape Report

A copy of VerdeGo's monthly landscape maintenance report was included in the agenda package for the Board's review. Mr. Blair informed the Board of upcoming

installations and trimmings as well as the need for an additional fungicide treatment in March to cover the grow season. Mr. O’Keefe asked that Mr. Blair think about any items that fall out of scope of the contract in terms of fiscal year rather than calendar year for budget purposes.

6. Pond Report

A copy of Charles Aquatics’ monthly pond service report was included in the agenda package.

SEVENTH ORDER OF BUSINESS Financial Reports

- A. Balance Sheet and Statement of Revenues and Expenditures**
- B. Approval of Check Register**
- C. Consideration of Funding Request No. 18**

Copies of funding request 18 totaling \$20,724.98 and the check register totaling \$38,001.50 were included in the agenda package.

On MOTION by Mr. O’Keefe seconded by Mr. Thomas with all in favor the check register and funding request number 18 were approved.

EIGHTH ORDER OF BUSINESS Supervisor Requests and Audience Comments

A couple residents asked for clarification of what areas the Rivers Edge 3 district includes, and what time period the assessments on the upcoming property tax bill cover.

NINTH ORDER OF BUSINESS Next Scheduled Meeting – January 19, 2022 at 9:30 a.m. at the RiverTown Amenity Center

TENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. O’Keefe seconded by Mr. Henderson with all in favor the meeting was continued.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge III Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of January, 2022.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

January 2022

Rivers Edge III Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Rivers Edge III Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent’s confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors (“Board”) or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District’s current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 904-940-5850), email: etorres@gmsnf.com.

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board or the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

- 1. Mailing and Drop Off Address**
Rivers Edge III Community Development District
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
- 2. Email Address**
etorres@gmsnf.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

- 1. Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section [218.735\(9\)](#), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

FIFTH ORDER OF BUSINESS

**PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**

**RIVERS EDGE
COMMUNITY DEVELOPMENT DISTRICT**

**RIVERS EDGE II
COMMUNITY DEVELOPMENT DISTRICT**

**RIVERS EDGE III
COMMUNITY DEVELOPMENT DISTRICT**

Date of Issue: _____, 2022
Due Date / Time: _____, 2022, at 12:00 p.m.

PROJECT MANUAL
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3. Evaluation Criteria
4. Affidavit of Acknowledgments
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 - a. Proposal Summary Form
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 - c. Proposer's Qualification Statement
 - d. Corporate Officers Form
 - e. Company Owned Major Equipment Form
 - f. Affidavits (please complete one)
 - i. Individual
 - ii. Partnership
 - iii. Corporation or Limited Liability Company
 - g. Sworn Statement on Public Entity Crimes
 - h. Price Proposal Forms
7. Service Area Maps/Plans
8. Proposed Landscape Maintenance Agreement

**REQUEST FOR PROPOSALS (“RFP”)
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR
RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT,
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT, AND
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT**

AND

NOTICE OF PUBLIC MEETING TO OPEN RFP RESPONSES

St. Johns County, Florida

Request for Proposals

Notice is hereby given that **Rivers Edge Community Development District (“Rivers Edge I”)**, Rivers Edge II Community Development District (**“Rivers Edge II”**), and Rivers Edge III Community Development District (**“Rivers Edge III”**) and, all districts together, the **“Districts”**) will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services for property within the Rivers Edge I, Rivers Edge II, and Rivers Edge III.

The project manual (**“Project Manual”**) will be available for public inspection and may be obtained beginning on _____, 2022, at 12:00 p.m. (EST) (**“Proposal Pick-Up Time”**) at _____ . A fee of \$ _____ is required for a complete copy of the Project Manual. This fee is payable to _____.

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, on _____, 2022, at _____ a.m. (EST) at _____. Firms desiring to submit proposals must submit one (1) original, eight (8) hard copies, and one electronic copy on a thumb drive of the required proposal no later than _____, 2022, at 12:00 p.m. (EST) at _____, Attention: _____. Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its proposal.

Failure to attend the mandatory pre-proposal meeting as specified may disqualify the proposer, in the Districts’ discretion. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package, and shall clearly identify the project as “Rivers Edge I, II, and III Community Development Districts Landscape and Irrigation Maintenance Services Proposal.” Proposals may be either mailed or hand-delivered. No facsimile, telephonic, e-mailed, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal may not be considered in the Districts’ discretion but can be claimed by the owner within ten (10) calendar days of the submittal deadline, or if not retrieved within the aforementioned timeframe, may be destroyed by the Districts.

In order to submit a bid, each bidder must (1) be authorized to do business in Florida, and hold all required state and federal licenses, including those with the Florida Department of Transportation and St. Johns County, in good standing; (2) have at least five (5) years’

experience with landscape maintenance projects; and (3) attend the mandatory pre-bid meeting. All proposers should purchase a copy of the Project Manual prior to the pre-proposal meeting. Copies of the Project Manual will not be available at that meeting. The Districts reserve the right in their sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those proposers who have purchased a Project Manual.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual at a noticed public meeting following the opening of the bids. Price will be one factor used in determining the proposal that is in the best interest of the Districts, but the Districts explicitly reserve the right to make such award to other than the lowest price proposal. The Districts have the right to reject any and all proposals and waive any technical errors, informalities or irregularities if they, collectively or individually, determine in their discretion it is in the best interest of the Districts to do so.

Protests

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the Districts' Rules of Procedure, which are available from the District Manager. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the Districts at the time of filing, a protest bond payable to the District whose decision or actions are the subject of the protest. If the protest relates to all three Districts, a separate protest bond shall be filed with each District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

Notice of Public Meeting for Bid Opening

A special joint meeting of the Rivers Edge Community Development District, Rivers Edge II Community Development District, and Rivers Edge III Community Development District will be held on _____, 2022, at 1:00 p.m. (EST) at _____ for the sole purpose of opening

the bids. No official action of the Districts' Boards will be taken at this meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, at Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, FL 32259, (904) 940-5850. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when staff or other individuals may participate by speaker telephone. Any person requiring special accommodations at any meeting because of a disability or physical impairment should contact the District Office at _____ at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made with respect to any matter considered at a District meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Any and all questions relative to this request for proposals shall be only directed in writing to _____ at _____, with e-mail copies to _____, via e-mail at _____, and to Jennifer Kilinski at jennifer@kelawgroup.com. Telephone inquiries will NOT be accepted.

**RIVERS EDGE I, II, AND III COMMUNITY DEVELOPMENT DISTRICTS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS**

**Landscape and Irrigation Maintenance Services
St. Johns County, Florida**

Date/Time (EST)	Event
	RFP Ad Published
	Project Manual Available for Pickup
	Mandatory Pre-Bid Meeting
	Site Available for Inspection
	Deadline for Questions/RFI
	Proposals Due/Opened

Instructions to Proposers

SECTION 1. DUE DATE AND SUBMISSION. Sealed proposals (including one (1) original, eight (8) hard copies, and one (1) electronic copy on a thumb drive) must be received no later than _____, 2022, at 12:00 p.m. (EST), at _____. Attention: District Manager. Proposals will be publicly opened at that time. Proposals shall be submitted in a sealed, opaque package and shall be labeled with the proposer’s name and “Response to RFP - Rivers Edge I, II, and III Community Development Districts Landscape and Irrigation Maintenance Services Proposal” (“Project Name”) on the front of the package. Proposals may be either mailed or hand-delivered. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the proposer’s name and the Project Name clearly indicated on the outer envelope. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

SECTION 2. MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on _____, 2022, at _____ (EST) at the project site, _____. Proposers who do not attend the pre-proposal meeting may not be eligible to submit a proposal, in the District’s sole discretion.

SECTION 3. BID GUARANTEE. Each proposer shall submit a bid guarantee in the form of a bid bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its bid (“Bid Guarantee”). The Bid Guarantees shall be held until the time of award of contract with the successful bidder, at which time the Bid Guarantees shall be returned to all unsuccessful bidders. If the successful bidder does not enter into the Contract within the time frames set forth herein, the bidder shall forfeit its Bid Guarantee to the District.

SECTION 4. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so.

SECTION 5. COMPLETION OF PROPOSAL FORMS. All blanks on the proposal forms must be completed in pen/ink or type written. No erasures are permitted. Do not leave any requested information blank. If a question does not apply, write "N/A" or a similar notation. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal. 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. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

SECTION 6. FAMILIARITY WITH THE PROJECT. Each proposer, by and through the submission of a 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 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.

SECTION 7. FAMILIARITY WITH THE LAW. By submitting a proposal, the proposer is assumed to be familiar with the District's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the proposer will in no way relieve it from responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 8. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. In order to submit a bid, each bidder must (1) be authorized to do business in Florida, and hold all required state and federal

licenses, including those with the Florida Department of Transportation and St. Johns County, in good standing; (2) have at least five (5) years' experience with landscape maintenance projects; and (3) attend the mandatory pre-bid meeting. The proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 9. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the proposers, the proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 10. INTERPRETATIONS AND ADDENDA. Any and all questions relative to this request for proposals shall be only directed in writing to _____ at _____, with e-mail copies to _____, via e-mail at _____, and to Jennifer Kilinski at jennifer@kelawgroup.com. Telephone inquiries will NOT be accepted. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual. Any inquiry or request for interpretation received before 12:00 p.m. on _____, 2022, will be given consideration. Questions will be answered only by formal written addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all proposers. No inquiries will be accepted from subcontractors; the proposer shall be responsible for all queries. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening.

SECTION 11. MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No proposal may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 12. PROJECT MANUAL. The Project Manual, including scope of work for the District, will be available beginning _____ at 12:00 p.m. (EST) ("**Proposal Pick-Up Time**") at _____. A fee of \$____.00 is required for a complete copy of the Project Manual. Fees should be addressed to Governmental Management Services, LLC.

SECTION 13. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

SECTION 14. CONTRACT AWARD AND SERVICE AGREEMENT TERM. The Districts reserve the right to award either a single contract for providing services to all three (3) Districts, or individual contracts for each District, based on the pricing provided by the successful Proposer. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or

as otherwise extended by the District, the proposer shall enter into and execute a contract in substantially the form included within the Project Manual. Proposers are advised to carefully review the contract form enclosed. The contract is expected to commence on October 1, 2022, and to automatically renew for up to two additional 1-year terms in the District's discretion. Any work provided and any cost incurred by the proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at the proposer's risk unless specifically agreed to in writing by the District.

SECTION 15. CHANGES/MODIFICATIONS TO SCOPE OF WORK. The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 16. INSURANCE. All proposers shall include as part of their proposal a current Certificate of Insurance, or equivalent information, demonstrating the company's insurance coverage and the ability to meet at least the insurance coverage requirements set forth in the form of contract included within the Project Manual. In the event the proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insured's, as more specifically to be stated in the contract, to be executed within fourteen (14) calendar days after notification, or within such approved extended period as may be granted.

SECTION 17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each proposer, and as such each proposer should submit relevant information regarding financial capability. All proposers shall include with their proposal proof of sufficient financial capability. In the event the proposer is notified of award, the District may in its sole discretion require that the proposer provide additional proof of financial capability, including, if requested, audited financial statements from the last three years.

SECTION 18. INDEMNIFICATION. The successful proposer for the District work 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, as more fully set forth in the contract form, to be executed.

SECTION 19. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 20. PROPOSAL INFORMATION. All proposals should include the following information, among other things described herein:

- A. All completed and executed forms set forth in the Project Manual.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person

listed, and list years of experience in present position for each party listed and years of related experience.

- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- 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. Pricing is requested for all areas together, accounting for any cost efficiencies in providing services for all areas, as well as for serving each District and the Shared Offsite Improvements individually. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.
- H. Proof of sufficient financial capability.
- I. A current Certificate of Insurance, or equivalent information, demonstrating the proposer's insurance coverage and the ability to meet at least the insurance coverage requirements set forth in the form of contract attached hereto.

SECTION 21. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **475 West Town Place, Suite 114, St. Augustine, FL 32259, ATTN: Ernesto Torres, District Manager**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

SECTION 22. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 21 above), a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

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

SECTION 23. EVALUATION OF PROPOSALS. The proposals shall be ranked at a noticed public meeting based on the criteria presented in the Evaluation Criteria sheet(s) contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The Districts' Boards of Supervisors shall review and evaluate the proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held for a period not to exceed 120 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the proposer's facilities as part of the evaluation process.

SECTION 24. BLACK OUT PERIOD/CONE OF SILENCE. The blackout period is defined as between the time the request for proposals is issued and the time the respective Boards award the contract. During this black out period, any attempt to influence the thinking of staff or officials related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 25. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. The Districts may, in their discretion, award a single contract for providing services to all areas, or award separate contracts for each District. Therefore, Proposers are asked to provide pricing for providing services for each District and the Shared Offsite Improvements individually as well as

for providing services for all Districts together. The pricing for all areas together may reflect any efficiencies in providing services for all areas; the individual pricing is not required to add up to the combined pricing. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 26. 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.

SECTION 27. 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 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*.

SECTION 27. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each proposer must be authorized to do business in Florida, and 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.

SECTION 28. 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. Any reference to a "District" shall be construed to refer to the Rivers Edge Community Development District, the Rivers Edge II Community Development District, and the Rivers Edge III Community Development District, as applicable, and each District shall be the authority for all matters concerning that District and its resulting contract; provided however, that if one contractor is selected to provide services for all areas, Rivers Edge Community Development District is expected to be the master contracting entity.

SECTION 29. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the Proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to the Proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal attests to this.

[End of Instructions to Proposers]

RIVERS EDGE I, II, AND III COMMUNITY DEVELOPMENT DISTRICTS

REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

Proposals for the District will be evaluated based on the following 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 bound appropriately for the document's thickness.	5
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.	25
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.	20
5.	References Assessment of contractor's work by client references and references with demonstrated success in providing similar services. References must also indicate contractor's ability to form positive and collaborative relationships with clients and clients' staff.	10
6.	Cost Cost Proposal will be evaluated using the following formula: (Lowest Proposed Cost / Proposer's Cost) X 20 = Total Cost Points	20
Total		100

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

The Districts also reserve the right to seek clarification from prospective firms on any issue in a response for the Districts, 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 Districts' best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

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

It is anticipated that the Districts' Boards of Supervisors will meet to evaluate proposals on _____ at _____, but the Districts reserve the right to reschedule any such meeting.

AFFIDAVIT OF ACKNOWLEDGMENTS

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 of Acknowledgments on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“**Proposal**”) provided in response to the Rivers Edge I, II, and III Community Development Districts 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 Districts 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 one hundred and twenty (120) 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 within fourteen (14) days after receiving a notice of award.

5. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Proposal Pick-Up Time, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual.

6. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Rivers Edge I, II, and III Community Development Districts, or their authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

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

Dated this ____ day of _____, 2022.

Company Name: _____

Signature: _____

Print: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, 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: _____

SCOPE OF SERVICES

PART 1

STATEMENT OF INTENT

The grounds maintenance Contractor is hereby made aware that District anticipates the landscape maintenance at RiverTown shall be of the highest quality. All Services to be performed within the scope of these specifications shall be strictly managed, executed and performed by experienced personnel. Contractor shall continuously monitor the health and appearance of the landscaping areas identified herein. To the extent additional services not identified herein are needed to maintain landscaping health or appearance or prevent loss of landscape assets, Contractor shall submit a proposal identifying a recommended course of action and the cost thereof. Absent emergency circumstances, proposals shall be submitted at least ten (10) days prior to the monthly Board meeting to allow inclusion in the agenda package.

Contractor shall perform all Services necessary utilizing acceptable horticultural practices for the landscape maintenance of the RiverTown community. Such Services shall include using industry best management practices as identified in Florida-Friendly Best Management Practices (BMPs), issued and updated from time to time, by University of Florida IFAS and specific to the site location and plant materials. Major scope areas generally include, but are not limited to, the following:

1. Mowing, edging and trimming of lawn areas.
2. Trimming and pruning of plant material.
3. Weed elimination and edging of plant beds.
4. Maintenance of flowerbeds.
5. Removal of debris from site.
6. Fertilization and pest control.
7. Irrigation maintenance and inspection.

GENERAL LANDSCAPE MAINTENANCE

- 1) **MOWING** – All grass area to be mowed on the following schedule.
 - Bermuda Turf– March 1- November 1 - Once a week and November 1- March 1 – Once a month.
 - St. Augustine Turf – March 1- November 1 – Once a week and November 1- March 1 – Once every two weeks.
 - Zoysia Turf - March 1- November 1 – Once a week and November 1- March 1 – Once every two weeks.

- Bahia Turf - March 1 - November 1 – Once every two week and November 1- March 1 – Once a month.

Contractor is to include with its bid a detailed annual maintenance program to ensure optimum quality and performance of Bermuda St. Augustine, Zoysia and Bahia grasses. In addition to a detailed mowing schedule, program is to include detailed timed events such as fertilization, aeration and thatch removal. This schedule shall state how many mowings per week during the growing season and dormant season. Notwithstanding the above, at no time will the turf grasses be allowed to grow beyond the following: Bermuda grass beyond a maximum height of two (2) inches; St. Augustine grasses beyond four and one half (4.5) inches; and Zoysia grasses beyond four (4) inches.

Each mowing should leave the Bermuda grass at a height of one half (.5) to one and a half (1.5) inch, St. Augustine grasses at no less than three (3) inches, and Zoysia grasses no less than two (2) inches. Mower blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease.

All Bahia grass or other turf grasses will be mowed to maintain a height between two and one-half (2.5) to four (4) inches. Bahia Turf at The Riverfront Park and Longleaf Pine Parkway (CR 244) shall be mowed at a minimum bi-weekly schedule during the growing season and once a month during dormant months.

Mowers should be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface. Otherwise large clumps of clippings will be collected and removed by Contractor to reduce shade out. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control.

All ponds identified on the overall District map shall be mowed in conjunction with the mowing schedule above. Contractor shall mow retention pond areas with proper equipment, and pond areas will be maintained within three (3) feet of the water's edge unless otherwise directed by the District. Vegetation within three feet of the water's edge will be controlled with use of a string/line trimmer or other mechanical means. Vegetation within these limits should be maintained in a clean condition with the rise and fall of the water line. Line trimming of water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances of pond bank erosion. Also, when line trimming at water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Care shall be taken to ensure that clippings are not blown into lakes. Any trash debris in the water within arm's reach of Contractor shall be removed and disposed of offsite. Unless otherwise designated on Maintenance Exhibits / Plans, homeowners are responsible for mowing down to the water's edge behind their property.

Turf that may become periodically un-mowable during times of heavy precipitation will be mowed to their previous boundaries once conditions warrant. During this period the inundated areas shall be trimmed lined where possible in an effort to keep it neat and clean.

The turf along the roadways is to be maintained from the edge of the road surface to the point

where the natural land grade begins or to the point where the installed turf ends and the native area begins, which ever applies. Contractor shall prevent weeds and grasses from creeping into turf areas from adjacent native areas.

Grass is to be maintained away from sprinkler heads and valve boxes.

Proper sized equipment is to be used for site conditions so as not to cause unnecessary damage to the turf. Contractor shall restore any noticeable damage caused by Contractor's mowing equipment within forty-eight (48) hours from the time the damage is caused at its sole cost and expense. At no time shall Contractor be allowed to store any machinery, chemicals or any other necessary maintenance appurtenances at the District unless specific permission is granted in writing by the District.

If Contractor misses a service due to inclement weather or for any other reason, it is required to makeup service the same week. Weekend (Saturday) work is permitted when required upon prior approval of the District. **AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.**

Additional Mowing

Contractor shall provide a onetime cost for mowing / weed eating slopes on County Road 244 from Greenbriar Road to County Road 210.

- 2) **EDGING AND TRIMMING** – All areas shall be edged and trimmed on the same schedule as above mowing. All hard-edged areas (curbs, sidewalks, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall also be edged with a mechanical blade and trimmed on the same schedule as mowing to maintain a crisp and clean appearance. Care shall be taken that tree feeder roots are not damaged during the process. Similarly, Contractor shall use care around other structures including light poles and signs to avoid damage to the structures. All edging shall be performed to the sole satisfaction of the District. **Chemical edging shall not be permitted without prior notice and approval of the District** along paver edges only, line trimmers will be used for edging due to paver base.

- 3) **TREE AND SHRUB CARE:** Trees, hedges, plants, vines, and shrubs shall be pruned by Contractor on an ongoing basis removing broken or dead limbs at least once (1x) a month or more, as necessary, to provide a neat and clean appearance. All the plant beds around the pond perimeters are to be maintained in the same manner as all other plant beds within the community.

Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. Ornamental grasses will be cut back twice a year; once in late winter and once in mid-summer. Specific timing shall be coordinated with the District. Selective hard cut backs for rejuvenation may be required for some shrubs or ground covers just before the spring growing season.

All pruning shall be done with horticultural skill and knowledge to maintain an overall

acceptable appearance consistent with the current aesthetics of RiverTown and best management practices. Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provision for such supervision. All clippings and debris from pruning will be carted away at the time pruning takes place. All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Central leaders shall be maintained and interfering or crossed limbs shall be removed. Sucker growth at the base of all trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Tree branches that can be reached with a pole saw from the ground are to be pruned away from the buildings. Tree or shrub branches that interfere with the line of sight or signs for vehicles are to be trimmed. Shrubs and groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections and must be in accordance with FDOT or St. Johns County regulations, whichever is most stringent. Branches and limbs shall be kept off buildings, including roofs, sign wall structures, and pruned over sidewalks and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining a minimum of six to eight (6-8) feet of clearance under all limbs over sidewalks and ten to twelve (10-12) feet clearance above all driveways and ROW's depending on location and species of tree.) Hedges, shrubs and ground covers are to be maintained twelve to eighteen (12-18) inches away from buildings, fences and other structures.

Crepe Myrtle canopy areas may be lightly pruned in the dormant season but shall not be "hat-racked." Natural wooded areas adjacent to the landscaped areas are to be maintained so as not to encroach into the landscape areas. Over hanging foliage (up to eight (8) feet height) will be cut back to maintain a neat appearance. Weeds and grasses are to be prevented from creeping into turf areas from adjacent native areas.

Staking shall be repaired as necessary and guy wires tightened when required. Maintenance Contractor shall remove stakes and guy wires when roots are well established.

Additional Trimming

Contractor shall provide a onetime cost for additional trimming for specific areas of property.

- Buffer area along the Riverfront Park - Trimming of buffer area to four (4) feet high from the south lookout north 3,200 feet to the extent of the cleared portion of park. This to include any saplings, Sabal Palmetto fronds above four (4) feet and tall weeds.
 - County Road 244 Woodline – Trim all overhanging vegetation on R/W line and walks to eight (8) feet high along the length of County Road 244
- 4) **WEEDS AND GRASSES** – All groundcover and turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. Condition to be determined by the District at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a pre-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.** POST EMERGENT HERBICIDES SHALL

NEVER BE USED TO CONTROL WEED/SOD GROWTH ALONG BED EDGES OR AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) Contractor shall be responsible for the replacement of application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

Ground covers may grow to approximately three to four (3-4) inches in height. Foliage free space is to be maintained between all ground covers and other plants, plant beds, trees, walls or other unintended areas. Over the top selective herbicide is to be used to control weeds in the cooler months of the year. Hand removal of weeds is to be done as needed. Line trimmers will not be used to cut down weeds.

5) MAINTENANCE OF PAVED AREAS AND TRAILS – All paved areas (including sidewalk expansion/contraction joints, curb and gutters and driveways) shall be kept weed and clutter free. This may be accomplished by mechanical means (line trimmer) or by application of a post-emergent herbicide. Weeds greater than two (2) inches in height and width shall be pulled from paved areas, not sprayed. All areas (including streets, curbs and gutter and gate areas) shall be regularly policed for trash and other debris, including dead animals. No sprays with dyes may be used on any paved areas.

Once per month all trails are to be inspected by Contractor. Contractor is to police for litter and irrigation-related concerns. Weeds are to be removed or treated by the appropriate permitted herbicide. Fallen limbs that do not require a chain saw shall be removed. Except as otherwise specified, brush and limbs are to be trimmed back up to a height of eight (8) feet to prevent them from encroaching the trails. [Trail buffers shall be trimmed as needed to maintain a neat and orderly appearance.](#) Any issues beyond the scope of work (washouts, trees down etc.) shall be reported to the District immediately.

Trails within the Preserve District (as identified on the maps attached hereto) shall be cleared of vegetation, underbrush, and limbs to maintain a path width of six (6) feet throughout, and a twelve (12)-foot vertical clear zone. Trail elevation shall be maintained at its existing grade with a natural surface material of pine straw or mulch as directed by the District.

6) CLEAN UP – At no time will Contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. Contractor shall use its own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, trails, streets and curbs shall be blown into turf areas, never into bed areas as these are to be maintained free of grass clippings. **No clippings shall be blown down curb inlets or into ponds.**

During leaf drop season, leaves and pine needles will be raked or blown from turf, plant beds, and parking lots and removed from site. Pine straw is to be maintained away from foundations of buildings. Contractor is responsible for keeping six (6) inches of the building fountain exposed at all times in all mulch beds. Turf areas are to be cleared of litter and debris before mowing begins. Plant beds will be policed for litter and debris during each property visit.

7) REPLACEMENT OF PLANT MATERIAL – Tree and shrubs in a state of decline should immediately be brought to the attention of the District. Dead or unsightly plant material

shall be removed upon notification of the District. Contractor shall be responsible for replacement if due to his acts or omissions. All shrub and groundcover material provided by Contractor shall be fully guaranteed for a period of ninety (90) days and all tree material shall be fully guaranteed for a period of one (1) year.

8) **STORM CLEANUP** – Contractor shall not be responsible for cleaning after, or removing the debris as a result of damage caused by major flooding or hurricanes, as part of this Agreement. (Except for normal removal of palm fronds and miscellaneous debris from storms.) Contractor is asked to provide an hourly price with submittal of bid in the event such services are required. Major clean up due to abnormal storm events, tornadoes, hurricanes, etc. will be done as an additional work authorization. Contractor agrees to provide the management first priority service in the event of a major clean up.

9) **FREEZE PROTECTION** – Contractor shall describe ability to provide freeze protection to both landscape material and irrigation systems Contractor shall provide an hourly price with submittal of bid in the event such services are required.

10) **FREQUENCY OF SERVICE** - The grounds maintenance crew will at a minimum report to the site fifty-two (52) weeks a year. A representative or supervisor of Contractor shall visit the site upon each crew visit. The representative or supervisor shall report to the management while visiting the site to address any outstanding issues that may need to be addressed on the next crew visit. Please provide anticipated days of the week for service.

11) **COMMUNICATION & REPORTS** - A representative of the grounds maintenance service crew will report to the on-site management office immediately upon arrival to the site. A representative shall report to the on-site management upon departure from site. Contractor shall provide the management the personal phone of the supervisor or other designated person for contact in the event of an emergency.

Upon check-in for grounds maintenance services the representative will discuss with the management the maintenance plan for that week and pick up any requests that the management may have. The representative shall report the manpower that is available to him/her that day.

Upon departure the representative shall report to the management and in writing detail completed work and anything that might endanger the health and aesthetics of the grounds. Items detailed should include but are not limited to turf, shrubs, flowerbeds, trees, ground cover, and irrigation.

Ground maintenance supervisor and a representative of the District will inspect the entire property subject to this agreement at least once per month, or more often if required by the District. An inspection will be conducted to evaluate the quality of the grounds. Items will be noted that will need to be completed before the next month's inspection. Items from last month's inspection will be reviewed for completion. However, Contractor is solely responsible for completing the work in compliance with this Agreement and review of the property by the District Representative in no way relieves Contractor of any such obligations.

Before commencing grounds maintenance services, a day or days of service will be agreed upon. Any event that would result in a temporary change of the service day or days must be communicated to the District prior to the change.

Contractor is to report anything out of the ordinary that may be a concern to the management while they are on site performing their duties.

12) **SAFETY REQUIREMENTS** - All equipment shall have all safety devices attached and operational as designed by the manufacturer. Mowers must be equipped with discharge deflector shield; edging equipment will be equipped with manufacture guard to deflect hazardous debris. Personnel shall comply with all OSHA dress code regulations, including but not limited to, safety glasses, steel-toed shoes, and earplugs while operating equipment on community property. Material Safety Data Sheets must be submitted for all chemical intended for use on site. All chemicals to be used shall carry an EPA approval number.

13) **PERSONNEL** - Field personnel must wear sleeved shirts that are uniform in design and color, bearing their companies' name. If hats are worn, they are to be company hats. Field personnel are perceived as representatives of the management while on the premises and will conduct themselves in an efficient, well mannered, well-groomed and professional manner at all times. Any person in the opinion of the management not conducting themselves in this manner is subject to dismissal from the premises. Field personnel should not kill any local species of animals including snakes and alligators, unless it is directly threatening to harm them. Do not under any circumstances feed the alligators.

Contractor must ensure that a licensed chemical applicator be present during the entire duration of any application of fertilizers, pesticides, herbicides or chemicals.

Contractor shall be responsible for the repair or replacement of any damage to individual utility stations, buildings, walks, vehicles, trees, shrubbery, lawn, plants, irrigation, roads, trails or any other structures caused in the performance of its' operation or by its' personnel. All damages caused by Contractor are to be reported to the management as soon as possible. If for any reason Contractor cannot or will not make the repairs in a timely fashion the management will make the necessary repairs by another party and back charge Contractor.

14) **LICENSING** - Contractor shall provide a list of all licenses held relative to equipment use, herbicides and pesticide applications, work in rights-of-way or other licenses and certifications that may be necessary for the performance of the work. provided for hereunder.

PART 2
FERTILIZATION

Contractor shall abide by all requirements in the RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF ST. JOHNS COUNTY for CHAPTER 1-15 "FERTILIZER USE AND LANDSCAPE MANAGEMENT" and other applicable law, regulations, rules, ordinances or permit requirements. It is Contractor's responsibility to become familiar with all rules and requirements of the Ordinance. Copies of all Certifications of Training shall be supplied to the District Representatives with submission of bids. The District is relying on Contractor to comply with and perform in accordance with all applicable laws, rules, regulations, ordinances, etc.

No person shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during one or more of the following events: if it is raining at the application site; or ii)

within the time period during which a flood watch or warning, or a tropical storm watch or warning, or a hurricane watch or warning is in effect for any portion of St. Johns County, issued by the National Weather Service, or iii) within thirty-six (36) hours prior to a rain event greater than or equal to two (2) inches in a twenty-four (24) hour period is likely.

Soil test samples shall be taken twice (2x) per year by Contractor to determine pH, macronutrient and micronutrient content. Samples are to be taken in representative areas and within the scope of this Agreement. Fertilization applications, schedule modifications and soil amendments may be required based on the findings of the soil samples as may be necessary. All irrigated turf areas to have at least two annual treatments to combat reclaimed bicarbonates in the soil. Gypsum or Veridical is recommended for this treatment. Should changes be of merit, Contractor shall notify the District in writing prior to the implementation of such changes. Pre-emergent weed control will be scheduled for the appropriate time of year.

All turf shall be fertilized according to IFAS Guidelines for high maintenance level in northeast Florida turf which is generally outlined below (per BMP guidelines and University of Florida IFAS Extension). In addition to fertilization all irrigated turf areas to receive two annual treatments to combat reclaimed bicarbonates in the soil. Gypsum or Verde-Cal is recommended for this treatment. This will be performed in the spring and mid-summer.

Bahia Sod:

March A complete fertilizer based on soil test + Pre- M
April Nitrogen (Soluble Nitrogen applied at 0.5 lbs. N/1,000 SF) June
SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000)
August Fe for foliar application, use ferrous sulfate (2 oz./ 3-5 gal. H2O/1,000 SF)
October A complete fertilizer based on soil tests + Pre-M

Bermuda Sod:

March A complete fertilizer based on soil test + Pre- M
April Nitrogen (Soluble Nitrogen applied at 0.5 lbs. N/1,000 SF)
May SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000 SF)
July A complete fertilizer based on soil tests
August Fe for foliar application, use ferrous sulfate (2 oz./ 3-5 gal. H2O/1,000 SF)
September SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000 SF)
October A complete fertilizer based on soil tests + Pre-M

St. Augustine Sod:

February A complete fertilizer based on soil test + Pre- M
April Nitrogen (Soluble Nitrogen applied at 0.5 lbs. N/1,000 SF) May
SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000 SF)
July A complete fertilizer based on soil tests
August SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000 SF)
October A complete fertilizer based on soil tests + Pre-M

Zoysia Sod:

February A complete fertilizer applied at 1.0 lbs. N/1,000 SF Containing 50% soluble and
50% Slow release N + Pre- M
April Soluble Nitrogen applied at 0.5 lbs. N/1,000 SF)

May	SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000 SF)
July	SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000 SF)
September	Soluble Nitrogen applied at 0.5 lbs. N/1,000 SF)
October	A complete fertilizer applied at 1.0 lbs. N/1,000 SF Containing 50% soluble and 50% Slow release N + Pre- M

Contractor shall submit a fertilizer label to the District’s Representative for approval prior to application.

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

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

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to the District. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **It shall be Contractor’s responsibility to remove any stains from any hard surfaces on the property caused by their actions or inactions relating to fertilizer application.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE& GROWDCOVER FERTILIZATION:

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

Three (3) times a year – (March, June, and October)
 A complete fertilizer (formula may vary according to soil test results) at a rate of 4-6 lbs. N/1,000 SF / year. (A minimum of 50% Nitrogen shall be in slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **It is Contractor’s responsibility to replace any plant material damaged by fertilization burn due to Contractor’s actions or inactions.**

PALM FERTILIZATION:

All Palms shall be fertilized according Best Management Practices and University of Florida

IFAS Extension guidelines 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the drip line of the canopy but must be kept at least six feet (6”) from the palm trunk.

Contractor shall provide the District with a fertilizer analysis tag from the fertilizer in order to verify correct formulation. Payment will not be made until correct quantity and formulation has been verified and applied. Contractor must notify the District five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the District Representative so that the District Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of Contractor to so notify the District may result in Contractor forfeiting any and all rights to payment for the applications made without notification.

PART 3 **PEST CONTROL**

Insects and Disease in Turf – Insect and disease control spraying in turf shall be provided by Contractor every month (or as needed if not required – Contractor shall consult with District’s Designee if insect/ disease control is not required) with additional spot treatment as needed. During the weekly inspections Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “Formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the pest control application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form. Fungicide treatment will be excluded from annual pest control costs and shall be authorized as needed via an additional work authorization. Upon identification of an area requiring fungicide treatment, a specific treatment plan will be developed for that area and a proposal shall be presented to the District for consideration and approval as soon as possible to prevent further spread. Fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. The Contractor shall be responsible for monitoring the condition of the turf and for promptly notifying the District when fungicide is needed to minimize damage.

Insects and Disease Control for Trees, Palms and Plants – Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the District’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item and additional work in the Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice (2x). The third quarterly injection requires a new valve and injection site.

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Contractor is asked to provide cost per injection (material and labor) multiplied by quantity of susceptible palms multiplied by four (4) inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in Contractor's Amount. Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

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

It shall also be Contractor's responsibility to furnish the District Representative with a copy of the Pest Management Report (a copy of which is included), which it is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize itself with all current regulations regarding the applications of pesticides and fertilizers.

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

OTC Injections will be performed at the request of the District. The District reserves the right to subcontract out any and all OTC Injection events.

Fire Ant Control - Contractor is required to inspect the entirety of the property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor is responsible for ensuring treatment does not damage non-targeted plant and animal species. Top Choice or equivalent shall be applied to all Bermuda.

PART 4 **IRRIGATION SYSTEM MONITORING AND MAINTENANCE**

Irrigation System. Contractor shall inspect and test the irrigation system components at least one (1) time per month and include a written report. Areas shall include all the existing irrigation systems as indicated on map (approximately 582 zones, 27 irrigation controllers, 41 battery operated controllers, and 3 backflow preventers).

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions
4. Lubricate and adjust mechanical components

5. Test back up programming support devices

B. Water Sources

1. Visual inspection of water source
2. Clean above ground strainers and filters
3. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

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

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer are to be inspected for adjustment and shall be aligned, packed and cleaned as necessary during this inspection. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to maintain maximum clearance, at all times for the greatest coverage. All below ground repairs including valves, pumps, and wiring require an estimate for all such repairs. Upon written approval from the District Representative, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, the District Representative prior to making such repair.

The District Representative shall be notified what day and time of the week the irrigation tech will be available servicing the District. Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of these reports will be

maintained by Contractor and copies delivered to the District Representative or his designee, along with the weekly report. At no time shall Contractor leave the premises without reporting any known necessary repairs.

Deleted: District knowing of and not

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of St. Johns County or any other governmental agencies. It is the responsibility of Contractor to ensure the turf and plant material remains healthy. If Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be Contractor's responsibility to apply for and receive a variance. Violations and/or fines imposed by any local or state agency will be deducted from Contractor's monthly payment. Contractor shall work with the District to establish and maintain irrigated plant material while making recommendations to minimize irrigation usage and control irrigation system-related costs. Contractor shall adjust automatic controllers to establish the frequency and length of watering periods to meet seasonal watering requirements and restrictions. In the event of abnormal irrigation cost overruns, Contractor shall report to the District the reason for the overruns and, if due in whole or in part to the Contractor's actions or failure to act, shall cooperate in negotiating a share of the cost overages attributable to such actions or inactions.

Contractor shall remain responsible for the on-going day-to-day maintenance of ALL irrigation systems. It is vital to communicate regularly with the District as well as any outside vendor responsible for monitoring.

Deleted: the

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to the District Representative.

Freeze Protection. Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells/irrigation components.

Responsibility for Sprinkler Head Repairs: Contractor shall have sixty (60) days from the effective date of the Agreement to conduct a comprehensive review of the District's irrigation system, including all sprinkler heads, and submit proposals for any items needing repair. After the 60-day period has expired and any necessary repairs have been made, Contractor and District shall share the cost of sprinkler head repairs 50/50; i.e., Contractor shall bear 50% of the applicable sprinkler head repair costs and the District shall bear 50% of the applicable sprinkler head repair costs. Contractor shall not be responsible for any items identified as needing repair if the District does not authorize the recommended repair.

Bid Alternate: Contractor shall submit a price to provide a full time Irrigation Technician / Water Manger to provide routine maintenance as stated in this section, make repairs related to the irrigation systems in the District, manage all controllers to provide seasonal watering requirements and minimize irrigation use when conditions allow. This would replace irrigation inspections totals on the Proposal summaries.

PART 5
INSTALLATION OF MULCH

After prior approval by the District Board of Supervisors or District Representative, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Brown Cypress Mulch or Pine Straw, depending on the landscape area, once (1x) per year during the month of April unless a different installation time is directed by the District. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches. An additional installation of mulch may be performed if necessary and if authorized in writing by the District, and shall be invoiced according to the unit prices provided in the Contractor's bid.

Contractor is responsible for all necessary clean up related to this procedure.

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

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

If, after installation is complete, it is determined that additional mulch is required to attain the required three (3) inch depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid. The price per cubic yard provided in Contractor's bid shall apply to any additional mulch installation services provided during the term of this Agreement.

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

Additional Bid: Contractor shall provide a one-time price to remove mulch to depths of 3" on pool deck areas at the RiverClub and RiverHouse and replace with three (3) inches of new mulch. All areas inside the pool perimeter fence are included in this removal. This item will not be included in the contract amount.

PART 6
ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the District Representative, Contractor shall replace approximately two thousand, four hundred (2,400) annuals in four (4) inch pots up to

Deleted: Two

four (4) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. Contractor will have the type of annual to be installed pre-approved by the District Representative in writing. An Annual Options Presentation for the entire year representing plant options and timing for each quarterly rotation shall be submitted to District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

Annual installation price shall include all dead-heading, necessary soil adjustments, soil additives, fungicides and nutritional requirements at no additional cost to District.

The District reserves the right to subcontract out any and all annual installation events.

PART 7
PALM TREE PRUNING

PALMS: ALL palms (regardless of height) shall receive a pruning on an as-needed basis as often as necessary to have palms appear neat and clean at all times. This includes the removal of brown and/or yellow fronds, broken fronds and inflorescence. Contractor is required to keep the removal of green fronds to a minimum (the exception being interference with structures or other plant material, etc.).

All Sabal palms shall be pruned once (1x) a year in a uniform ten to two (10-2) cut. Medjools shall be trimmed at District Representative request and timed to be trimmed so fruit pods can be removed prior to development. At no time shall the trimming be more than ten to two (10-2) position. Tarpaulins shall be used in areas where palm fruits may stain sidewalks, pavement and other decorative surfaces including pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

[END OF SECTION]

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

**RIVERS EDGE I, II, AND III
COMMUNITY DEVELOPMENT DISTRICTS**

TO BE SUBMITTED TO:

RIVERS EDGE I, II, and III
COMMUNITY DEVELOPMENT DISTRICTS
c/o Ernesto Torres, District Manager
on or before _____, 2022 at 12:00 p.m. (EST)

TO: Rivers Edge I, II, and III Community Development Districts

FROM: _____
(Proposer – Company Name)

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

All proposals shall be in accordance with the Project Manual.

**RIVERS EDGE I, II, AND III COMMUNITY DEVELOPMENT DISTRICTS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY FORM**

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 October 1, 2022. All proposals shall be in accordance with the Project Manual.

I. Annual Contract Proposal Amount:

GRAND TOTAL (Parts 1, 2, 3, and 4)					
	All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
YEAR 1 (2022-2023)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
YEAR 2 (2023 – 2024)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
YEAR 3 (2024 – 2025)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
YEAR 4 (2025-2026)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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

_____ (1) authorized to do business in Florida, and holds all required state and federal licenses, including those with the Florida Department of Transportation and St. Johns County, in good standing;

_____ (2) has at least five (5) years' experience with landscape maintenance projects; and

_____ (3) attended the mandatory pre-bid meeting.

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

ADDENDA NO.	DATE

QUALIFICATION STATEMENT

TABLE OF CONTENTS

PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**RIVERS EDGE I, II, AND III
COMMUNITY DEVELOPMENT DISTRICTS**

**PROPOSER'S QUALIFICATION STATEMENT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

**RIVERS EDGE I, II, AND III COMMUNITY DEVELOPMENT DISTRICTS
PROPOSER QUALIFICATION STATEMENT**

*Please attach additional sheets if necessary, and
clearly indicate which question is addressed by the response.*

1. Proposer: _____ / / A Partnership
 [Company Name] / / A Corporation
 / / A Subsidiary Corporation
 / / Other: _____

2. Parent Company Name: _____

3. Parent Company Address:
Street Address _____
P.O. Box (if any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax no. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____

4. Proposer Company Address (if different):
Street Address _____
P. O. Box (if any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax no. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____

5. List the location of the office from which the proposer would provide services to the District.
Street Address _____
City _____ State _____ Zip Code _____
Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? Yes () No ()

6.1 If yes, provide the following:

- Is the Proposer in good standing with the Florida Department of State, Division of Corporations? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State in which the Proposer's company is incorporated: _____

- Is the company in good standing with the State? Yes () No ()
If no, please explain _____

- Date incorporated _____ Charter No. _____

- Is the Proposer company authorized to do business in the State of Florida?
Yes () No ()

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes () No ()

7.1 If yes, provide the following on a separate sheet:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

('19) _____, ('20) _____, ('21) _____.

9. What are the Proposer's current insurance limits? Please see attached form of contract for requested insurance limits, and attach a current certificate of insurance.

General Liability \$ _____
Automobile Liability \$ _____
Umbrella Coverage \$ _____
Workers Compensation \$ _____
Employer's Liability \$ _____
Expiration Date _____

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

The state(s) where barred or suspended _____
State the period(s) of debarment or suspension _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes _____ No _____ If so, where and why? _____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes () No () If so, state name of individual, other organization and reason therefore.

13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years. _____

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

-
15. List five (5) current clients including contact persons and telephone numbers as well as their annual contract value and length of service:

Client Name: _____
Contact person: _____
Phone #: _____
Contract value: _____
Length of service: _____

Client Name: _____
Contact person: _____
Phone #: _____
Contract value: _____
Length of service: _____

Client Name: _____
Contact person: _____
Phone #: _____
Contract value: _____
Length of service: _____

Client Name: _____
Contact person: _____
Phone #: _____
Contract value: _____
Length of service: _____

Client Name: _____
Contact person: _____
Phone #: _____
Contract value: _____
Length of service: _____

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why (attach additional sheets if necessary):

Client Name: _____
Contact person: _____
Phone #: _____
Reason for termination: _____

Client Name: _____
Contact person: _____
Phone #: _____
Reason for termination: _____

Client Name: _____

Contact person: _____

Phone #: _____

Reason for termination: _____

- 18. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
- 20. Key Personnel: List all principal individuals (foremen, supervisors, etc.) and irrigation technicians who will be responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to Proposer. Please attach a resume for each individual listed below, showing at a minimum their number of years of relevant experience, years with the proposer's firm, educational background, and any certifications held. Please also attach copies of any relevant certifications.

Name	Title/Area of Responsibility

- 21. Licensure – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing. Be sure to include FDOT and St. Johns County Licenses:

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

- 23. Have you utilized the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of employees hired by you or any of your subcontractors?

Yes _____ No _____

If no, are you willing and able to undertake such utilization as required by Florida law?
Yes _____ No _____

Authorization for Furnishing Information

The undersigned hereby authorize(s) and request(s) 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 this document or documents attached hereto, or necessary to determine whether the District should consider the Proposer for bidding on the landscape services invitation for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Name of Proposer

Signature

(Corporate Seal)

Printed Name & Title

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

CORPORATE OFFICERS

Company Name _____

Date _____

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

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

**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

**Please specifically identify the number and make of the mowers that will be used to mow the Celebration Bermuda grass.*

AFFIDAVIT FOR INDIVIDUAL
(Complete if proposal is made on behalf of an individual)

State of _____

County of _____

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

(Proposer must also sign here)

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____.

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

AFFIDAVIT FOR PARTNERSHIP
(Complete if proposal is made on behalf of partnership)

State of _____

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____.

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

AFFIDAVIT FOR CORPORATION OR LIMITED LIABILITY COMPANY
(Complete if proposal is made on behalf of a corporation or limited liability company)

State of _____

County of _____

(Name) _____
(title) _____ of
the (Proposer) _____

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

(Officer must also sign here)

AFFIX CORPORATE SEAL BELOW:

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____.

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

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Rivers Edge Community Development District, Rivers Edge II Community Development District, and Rivers Edge III Community Development District.
2. This sworn statement is submitted by _____
(Print Name of Entity Submitting Sworn Statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - A) A predecessor or successor of a person convicted of a public entity crime; or,
 - B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[Signatures on following page]

Signature page to SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES.

Signature

Print Name

Date

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online
notarization, this _____ day of _____, 2022, by _____
_____.

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

**RIVERS EDGE I, II, AND III COMMUNITY DEVELOPMENT DISTRICTS
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

PRICE PROPOSAL

[Please refer to the Scope of Services for the scope included in each category of services]

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1 – GENERAL LANDSCAPE MAINTENANCE

ANNUAL TOTAL – GENERAL LANDSCAPE MAINTENANCE (all labor and materials)				
All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Additional Services: (These prices shall apply to unit-price work only and are NOT to be included in General Landscape Maintenance Cost above)

- Storm Cleanup \$ _____/hr.
- Tree Staking/Strapping Removal \$ _____ / lump sum (based on plan details)
- Freeze Protection (description of ability) _____

 \$ _____/application
- Hand Watering
 \$ _____/hr. for employee with hand-held hose
 \$ _____/hr. for water truck/tanker

PART 2 – FERTILIZATION

ANNUAL TOTAL – FERTILIZATION (all labor and materials)				
All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Apr			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Jul			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Aug			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Oct			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-

Apr			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
May			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Jul			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Sept			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Oct			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-

BAHIA (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Mar			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Apr			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Aug			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Oct			All 3- RE1- RE2-	All 3- RE1- RE2-

			RE3- SO-	RE3- SO-
--	--	--	-------------	-------------

BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Mar			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Apr			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
May			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Jul			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Aug			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Sept			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
Oct			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-

PALMS (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2-	All 3- RE1- RE2-

			RE3- SO-	RE3- SO-
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3 – PEST CONTROL

ANNUAL TOTAL – PEST CONTROL ALLOWANCE (all labor and materials)				
All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Provide cost per year if entire pest control allowance is required. This is an allowance for treatments of trees, ornamentals, groundcovers, etc., and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. Instead, the portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

In the space below, please state whether you believe a regular schedule of fungicide treatment is necessary for any areas within the Districts, and explain why or why not. Please provide unit prices for any recommended fungicide application below:

Answer: _____

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Unit Prices:

Type of Fungicide	Unit Type	Unit Cost

Additional Services: (These prices shall apply to unit-price work only and are NOT to be included in the Pest Control Allowance above or the Grand Total)

OTC Injections

(All labor and materials) - Performed at the discretion of the Districts' Board of Supervisors. The Districts reserve the right to subcontract out any and all OTC Injection events.

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**ANNUAL TOTAL – PEST CONTROL ALLOWANCE
(all labor and materials based on quantities below)**

All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size)*	Cost per Individual Inoculation	Total Cost per Year (4x per year)
	All 3- RE1- RE2- RE3- SO-			All 3- RE1- RE2- RE3- SO-
	All 3- RE1- RE2- RE3- SO-			All 3- RE1- RE2- RE3- SO-
	All 3- RE1- RE2- RE3- SO-			All 3- RE1- RE2- RE3- SO-
	All 3- RE1- RE2- RE3- SO-			All 3- RE1- RE2- RE3- SO-

* (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)

Application of Top Choice for annual treatment of Fire Ants

(All labor and materials) - Performed at the discretion of the District's Board of Supervisors. The Districts reserve the right to subcontract out any and all OTC Injection events.

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services.

All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PART 4 – IRRIGATION

ANNUAL TOTAL – IRRIGATION (all labor and materials)				
All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Bid Alternate: Contractor shall submit a price to provide a full time Irrigation Technician / Water Manger to provide routine maintenance as provided in the Scope of Services, make repairs related to the irrigation systems within the Districts, manage all controllers to provide seasonal watering requirements and minimize irrigation use when conditions allow. This would replace irrigation annual totals.

FULL-TIME IRRIGATION TECHNICIAN / WATER MANGER				
All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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Additional Services: (These prices shall apply to unit-price work only and are NOT to be included in the Irrigation Cost above or the Grand Total)

Freeze Protection (description of ability) _____

\$ _____ /unit type: _____

After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.)

Provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Item of Work	Unit type (sq. feet, cubic yd, etc.)	Unit Cost

PART 5 - MULCH

The DISTRICTS reserve the right to subcontract any mulching event to an outside vendor. The following prices are for unit-price work only and shall not be included in the Grand Total.

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UNIT PRICES – BROWN CYPRESS MULCH (all labor and materials)					
	All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
Cubic yards*	_____ CY	_____ CY	_____ CY	_____ CY	_____ CY
Unit Price (1st top-dressing)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Unit Price (2 nd top-dressing)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annual Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Based on quantities determined by Contractor's field measurements at time of bidding*

UNIT PRICES – PINE STRAW MULCH (all labor and materials)					
	All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
Bales*	_____ bales	_____ bales	_____ bales	_____ bales	_____ bales
Unit Price (1st top-dressing)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Unit Price (2 nd top-dressing)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annual Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Based on quantities determined by Contractor's field measurements at time of bidding (pond banks only)*

Each top-dressing shall leave all beds with a depth of 3"

PART 6

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor – The following prices are for unit-price work only and shall not be included in the Grand Total.

UNIT PRICES – ANNUAL INSTALLATION (all labor and materials) (4” pots, up to 4x per year)					
	All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
# of pots needed	_____ pots	_____ pots	_____ pots	_____ pots	_____ pots
Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Price per Rotation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annual Total (assume 4x per year)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

GRAND TOTAL

(ADD PARTS 1, 2, 3 & 4 - This will be the total contract price. Any additional services will be authorized by separate work authorization and invoiced separately.)

GRAND TOTAL (Parts 1, 2, 3, and 4)					
	All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
YEAR 1 (2022-2023)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
YEAR 2 (2023 – 2024)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
YEAR 3 (2024 – 2025)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
YEAR 4 (2025-2026)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

E-mail: _____

Name of Representative _____
(Please Print)

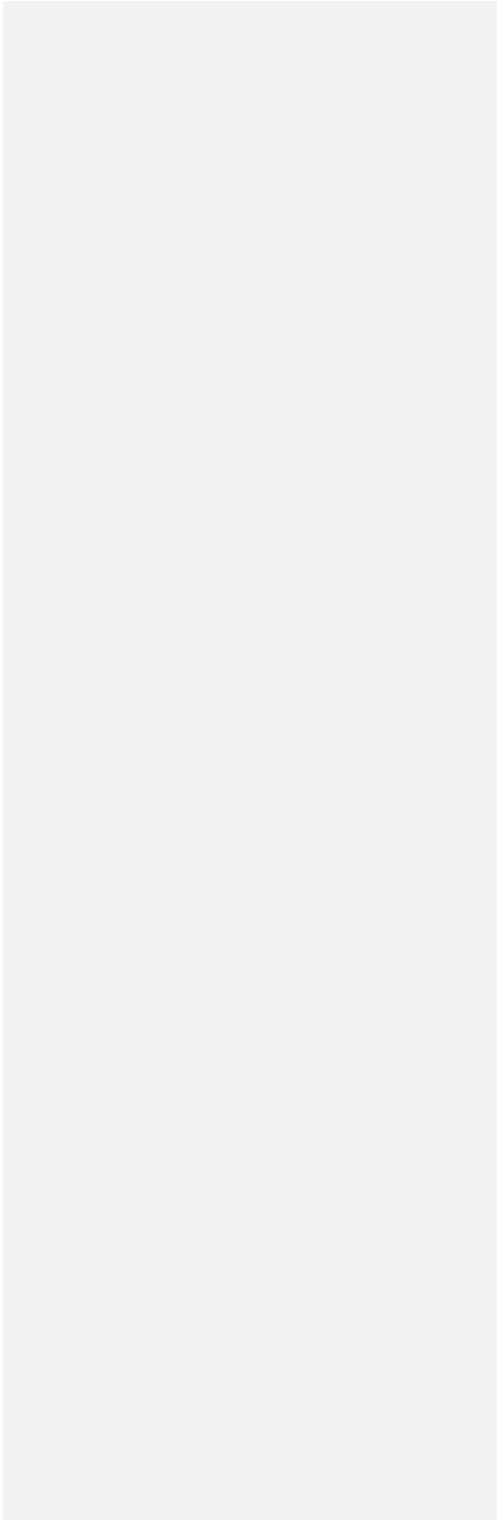
Title of Representative _____
(Please Print)

Representative's Signature _____

Date _____

**RIVERS EDGE I, II, AND III COMMUNITY DEVELOPMENT DISTRICTS
SERVICE AREA MAPS/PLANS**

[See attached]



**RIVERS EDGE I, II, AND III
COMMUNITY DEVELOPMENT DISTRICT**

PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

[See attached]

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into effective the 1st day of October 2022, by and between:

Rivers Edge Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, and having offices at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 (“District I”); and

_____, a _____, whose address is _____ (the “Contractor,” and collectively with the District, the “Parties”); and

Is acknowledged by:

Rivers Edge II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, and having offices at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 (“District II”); and

Rivers Edge III Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, and having offices at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 (“District III”)

RECITALS

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

WHEREAS, District I, District II, and District III are all located within the greater community known as “RiverTown”; and

WHEREAS, pursuant to that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities* between District I, District II, and District III (“Interlocal Agreement”), certain costs, including landscaping costs, are shared among each District; and

WHEREAS, District I, District II, and District III require an independent contractor to provide certain landscape and irrigation maintenance services to property within and without their boundaries; and

WHEREAS, to solicit such services, District I conducted a competitive bid process based

on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to Contractor, based on certain bid pricing provided by Contractor; and

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

WHEREAS, it is the intent of District I to enter into this Agreement for landscaping and irrigation maintenance services for property within the boundaries of District I, District II, and District III, and for certain shared offsite property, with the costs allocated pursuant to the Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by District I to perform in accordance with the following covenants and conditions, which the Parties 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. SCOPE OF SERVICES. Contractor shall provide the services described in the Scope of Services, attached hereto as **EXHIBIT A** (together, the "**Services**"), which by this reference is incorporated herein. The Services shall be provided to the areas identified in the Landscape Maintenance Areas Exhibits attached hereto as **EXHIBITS B1/B2/B3, and C**, which are incorporated herein by this reference (together, the "**Property**"). Contractor agrees that the Landscape Maintenance Areas Exhibits attached as **EXHIBITS B1/B2/B3, and C** represent District I's best estimate of the Property subject to the Services under this Agreement, but that other areas may also include landscaping that requires maintenance. Contractor agrees that District I may, in its discretion, add up to a half (0.5) acre of landscaping area to the Services, with no adjustment to price, and may add additional acreage of landscaping area to the Services beyond the half (0.5) acre using the unit pricing set forth in **EXHIBIT F**. Contractor shall perform the Services consistent with the presently established, high quality standards of District I, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Services, which will include at a minimum those set forth in **EXHIBIT A**. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of District I, but consistent with the terms of this Agreement. Notwithstanding any other provision of this Agreement, District I reserves the right in its discretion to remove from this Agreement any portion of the Services and to separately contract for such services. In the event that District I contracts with a third-party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Services, Contractor agrees that it will be responsible for any such landscaping installed by the third-party, and shall continue to perform all other services comprising the Services, including any future services that apply to the landscaping installed by the third-party or to the areas where services were performed by the third-party.

3. MANNER OF CONTRACTOR'S PERFORMANCE.

- a. **Performance Standards.** Contractor agrees, as an independent contractor, to undertake the Services as specified in this Agreement or any Additional Services Order (see section 7.c. herein) issued in connection with this Agreement. All Services shall be performed in a neat and professional manner reasonably acceptable to District I and shall be in accordance with industry standards, such as USF, IFAS, etc. Contractor shall document all Services using the Daily Work Form attached hereto as part of **EXHIBIT E**. The performance of the Services by Contractor under this Agreement and all other services related to this Agreement shall conform to any written instructions issued by District I. Contractor acknowledges that it is responsible for continuously monitoring the health and appearance of the landscaping assets located within the Property, and for notifying District I if additional services are needed to maintain same.
- b. **Rain Days.** In the event that time is lost due to heavy rains ("Rain Days"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by Landscape Representative (defined below).
- c. **Repair of Damage.** Contractor in conducting the Services shall use all due care to protect against any harm to persons or property. If Contractor's acts or omissions result in any damage to property within District I, including but not limited to: damage to landscape, landscape lighting, hardscape, irrigation system components, entry monuments, structures or curbing, Contractor shall immediately notify District I and repair all damage or replace damaged property to the satisfaction of District I and at Contractor's sole cost and expense.

4. MONITORING OF SERVICES.

- a. **Landscape Representative.** District I shall designate in writing one or more persons to act as the representatives with respect to the services to be performed under this Agreement ("**Landscape Representative**"). The Landscape Representative shall have complete authority to transmit instructions, receive information, and interpret and define District I's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services for all Property described herein. This authority shall include, but not be limited to: verification of correct timing of Services to be performed, methods of pruning, pest control and disease control. District I hereby designates _____, or his designee, to act as the "Landscape Representative." Contractor shall NOT take direction from anyone other than Landscape Representative (e.g., Contractor shall NOT take

direction from individual Board Supervisors, any representatives of any local homeowner's associations, residents, etc.). District I shall have the right to change the Landscape Representative at any time by written notice to Contractor.

- b. **Reporting.** Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, Contractor agrees to meet Landscape Representative no less than one (1) time per month to inspect the entirety of the property and discuss conditions, schedules, and items of concern regarding this Agreement and shall include a landscape report monthly for Board of Supervisors review, which shall be presented at least eight (8) days before the monthly Board meeting.

- c. **Deficiencies.** If the Landscape Representative identifies any deficient areas, the Landscape Representative shall notify Contractor whether through a written report or otherwise. Contractor shall then, within the time period specified by the Landscape Representative or if no time is specified then within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by District I, Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by District I, or if no time is specified, then within three (3) days and prior to submitting any invoices. If Contractor does not respond or take action within the specified time period, and without limiting District I's remedies in any way, District I shall have the rights to, among other remedies available at law or in equity: (i) fine Contractor One Hundred Dollars (\$100) per day; (ii) withhold some or all of Contractor's payments under this Agreement; and (iii) contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the Landscape Representative of Contractor's Services is not intended to mean that District I shall underwrite, guarantee, or ensure that the Services are properly performed by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

Notwithstanding the foregoing, the Landscape Representative shall monitor and rate the Contractor's performance in accordance with the requirements set out herein and in the Scope of Services, and shall report the results of such monitoring to the Contractor and the District's Board of Supervisors. If at any time the Contractor's performance rating drops below 75%, and such deficiency persists for thirty (30) calendar days or longer, Contractor's compensation shall be automatically reduced by the difference between 75% and the Contractor's performance rating (i.e. if Contractor's performance rating is 65% and is not corrected to at least 75% within 30 calendar days, Contractor's compensation shall be reduced by 10% for the month at issue and until the target score of 75% is reached). This shall not be construed to limit the District's remedies hereunder or in law or equity for deficient service.

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

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that this Agreement is signed by the last of the Parties hereto and shall remain in effect as set forth in section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

a. **Term.** The initial term of Services under this Agreement shall begin **October 1, 2022**, and end **September 30, 2023** (“**Initial Term**”), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three (3) times on an annual basis each October 1, in District I’s sole discretion and at the amounts set forth in **EXHIBIT A**. If all possible renewals are used, the last date of Services under this Agreement shall be **September 30, 2026**.

b. **Compensation.** Compensation for the Services shall be in the total amount of _____ (\$_____) per year, in monthly installments of _____ (\$_____) (“**Compensation**”), as more specifically described in **EXHIBIT F**. Such Compensation covers the items specified in each respective part of Contractor’s Bid Form attached hereto. All additional work or services and related compensation shall be governed by section 7.c. of this Agreement. Subject to the understanding that the Compensation set forth herein reflects certain efficiencies in providing Services for all Property, and applies only to the extent that services are provided for all of the Property described herein, the Compensation is attributable as follows:

- (i) District I Property (**EXHIBIT B1**): \$ _____
- (ii) District II Property (**EXHIBIT B2**): \$ _____
- (iii) District III Property (**EXHIBIT B3**): \$ _____
- (iv) Shared Offsite Property (**EXHIBIT C**): \$ _____

c. **Invoicing and Payments.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to District I, in writing, which shall be delivered or mailed to District I by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, District I’s name, Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for District I to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, Section 218.70 et seq. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by District I.

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d. **Additional Services.** Should District I desire that Contractor provide additional work and/or services relating to landscaping and irrigation systems that are not set forth in the Exhibits or contemplated to be made part of this Agreement, or if Contractor wishes to propose additional work and/or services to enhance the health and appearance of the landscape assets within the Property or prevent loss of such landscape assets, such additional work and/or services shall be fully performed by Contractor after prior approval of a required Additional Services Order (“ASO”). Contractor agrees that District I shall not be liable for the payment of any additional work and/or services unless District I first authorizes Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT E**. Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in Contractor’s bid pricing (attached as part of **EXHIBIT F**). Nothing herein shall be construed to require District I to use Contractor for any such additional work and/or services, and District I reserves the right to retain a different Contractor to perform any additional work and/or services.

e. **Addition of Future Landscaping Areas.** **EXHIBIT D** depicts lands which District I anticipates adding to the Property receiving Services under this Agreement in the future. If District I desires Contractor to perform Services for any additional lands, whether depicted in **EXHIBIT D** or otherwise, a written ASO or change order must be signed by both Parties before Services begin. Where applicable, Contractor’s unit prices shall apply to any new areas added to the Property. If no established unit prices apply, compensation shall be as mutually agreed in writing between the Parties.

f. **Payments by Contractor.** 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 any District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the applicable District. Subject to the terms of this section, Contractor will at all times keep the Property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Services. Any District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Services including, with respect to each such potential lien claimant, the name, scope of Services, sums paid to date, sums owed, and sums remaining to be paid.

8. INSURANCE.

- a. Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker’s Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance covering Contractor’s legal liability for bodily injuries, with limits of not less than \$3,000,000 combined single limit bodily injury and property

- damage liability, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- iii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- b. District I, District II, District III, and their respective staff, supervisors, officers, agents, and consultants and Mattamy Jacksonville, LLC and its employees, officers, and agents shall be named as additional insureds. Contractor shall furnish District I with a Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable 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 District I. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII or better.
- c. If Contractor fails to have secured and maintained the required insurance, District I has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance to District I and shall furnish, upon demand, all information that may be required in connection with District I's obtaining the required insurance. If Contractor fails to pay such cost to District I, District I may deduct such amount from any payment due Contractor.

9. INDEMNIFICATION.

- a. Contractor agrees to defend, indemnify, and hold harmless District I, District II, and District III, and their respective officers, agents, employees, successors, assigns, members, affiliates, or representatives and Mattamy Jacksonville, LLC and its officers, employees and agents (together, the "**Indemnitees**" and each individually, an "**Indemnitee**") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the Indemnitees, 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 any Indemnitee for that Indemnitee's percentage of fault if the Indemnitee is adjudged to be more than 50% at fault for any claims against that Indemnitee and Contractor as jointly liable parties; however, Contractor shall indemnify the Indemnitees for any and all percentage of fault attributable to Contractor for claims against the Indemnitees, regardless whether an Indemnitee is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of District I's District II's, or District III's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

- b. 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 (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the Indemnitees, jointly or individually.

10. ENVIRONMENTAL ACTIVITIES. 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. Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, Contractor shall immediately notify District I of any chemical or fuel spills. 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. ACCEPTANCE OF THE LANDSCAPE MAINTENANCE AREAS. By executing this Agreement, Contractor agrees that Contractor was able to inspect the Property prior to the time of submission of the bid, and that Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation infrastructure, in its current condition, and on an "as is" basis. Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of Contractor, except that Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism unless the same was in the Contractor's control. Upon the occurrence of any such exceptions, Contractor shall immediately notify District I. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of District I, fails to maintain a healthy, vigorous condition as a result of Contractor's failure to perform the Services specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

12. NO ESCALATION CLAUSE. Contractor shall not demand or be entitled to additional compensation on the basis of escalation in fuel, materials, utilities, labor or other expenses.

13. TAX-EXEMPT DIRECT PURCHASES. The Parties agree that District I, 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. In such event, the following conditions shall apply:

- a. District I may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms (“Requisitions” or “Requisition”) for all materials to be directly purchased by District I.
- c. Upon receipt of a Requisition, District I shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to District I on an F.O.B. job site basis.
- d. The purchase order issued by District I shall include District I’s consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. Contractor’s possession of the materials will constitute a bailment. Contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to District I through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with District I’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. District I may purchase and maintain insurance sufficient to cover materials purchased directly by District I.
- h. All payments for direct purchase materials made by District I, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

14. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, Contractor shall notify District I in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of Contractor or any of its agents,

servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

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 for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. District I 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 District I'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 District I 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 District I in refraining from so doing; and further, that the failure of District I 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.

Deleted: ¶

18. TERMINATION. District I agrees that Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to District I; provided, however, that District I shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in section 4 of this Agreement are taken, District I may terminate this Agreement immediately with cause or upon any revocation by District II or District III of their acknowledgment and consent to this Agreement by providing written notice of termination to Contractor. District I shall provide thirty (30) days written notice of termination without cause. Any such termination shall not result in liability to District I for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets available against Contractor, as Contractor's sole means of recovery hereunder.

19. PERMITS AND LICENSES. All permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor at its sole cost and expense and maintained for the term of this Agreement. This shall include, but not be limited to, any permits required by Florida Department of Transportation, St. Johns County or other regulatory agency.

20. ASSIGNMENT. Neither District I nor 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, Contractor shall be acting as an independent Contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of District I under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of District I and Contractor shall have no authority to represent District I 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, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. To the extent of any inconsistency between this document, and the exhibits attached hereto, this Agreement shall control.

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

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 instrument.

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 District I: Rivers Edge Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

Deleted: _____

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 District I and counsel for Contractor may deliver Notice on behalf of District I and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

Deleted: →

Deleted: ↴

28. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of District I and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement, including District II and District III. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than District I and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon District I and Contractor 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 St. Johns County, Florida.

30. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to District I 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 District I is **Ernesto Torres** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Contractor shall: 1) keep and maintain public records required by District I to perform the service; 2) upon request by the Public Records Custodian, provide District I 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 District I; and 4) upon completion of the contract, transfer to District I, 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 District I 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 1-904-940-5850, ETORRES@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

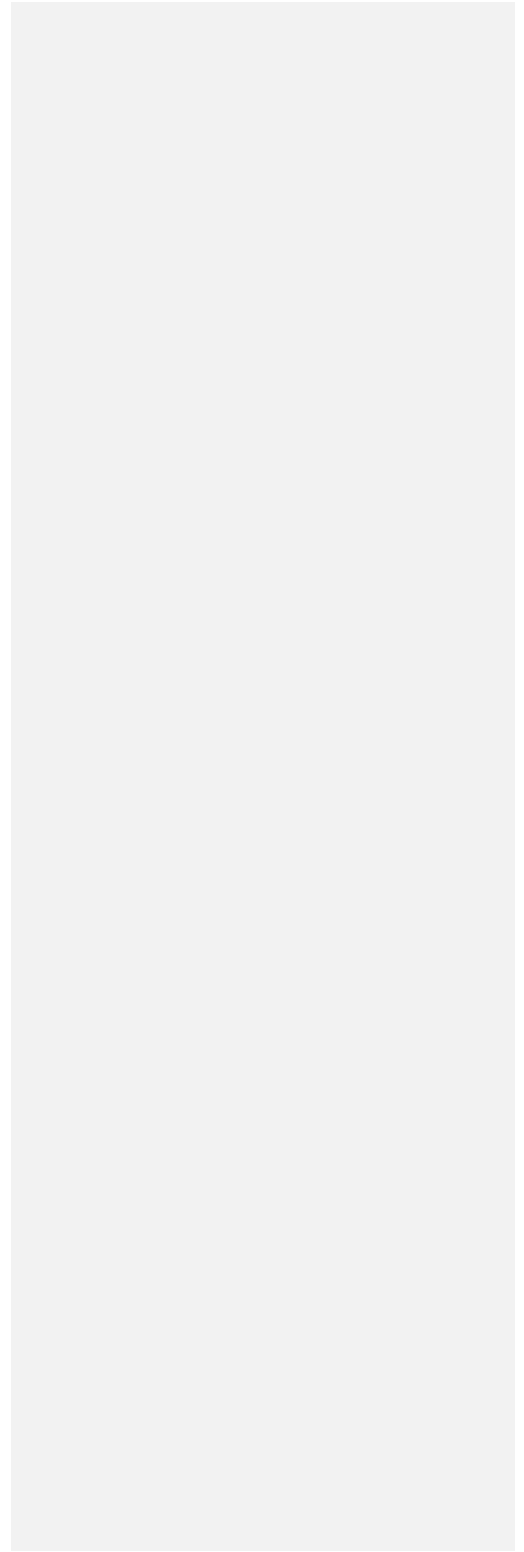
31. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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.

34. E-VERIFY. 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 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 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.

[Signature page follows]



IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below and effective as of the date first written above

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

- Chairperson
- Vice Chairperson

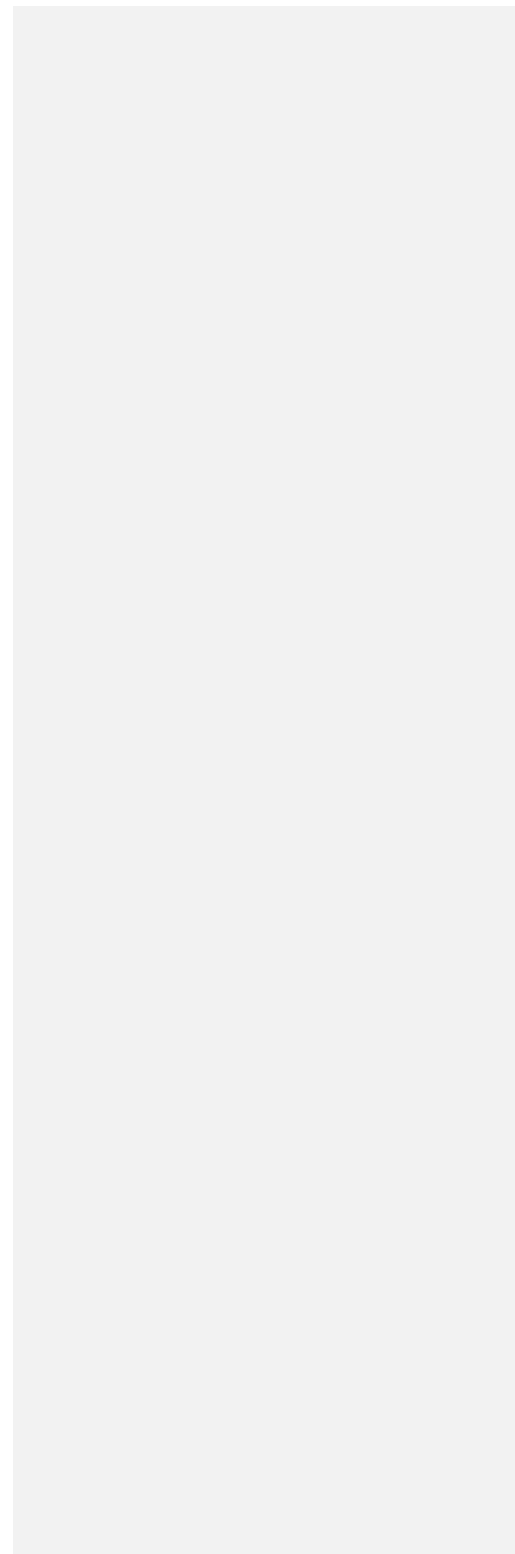
Date: _____

[CONTRACTOR]

By: _____

Its: _____

Date: _____



IN WITNESS WHEREOF, the undersigned acknowledge and accept this Agreement, including the references to the undersigned's cost-share obligations set forth herein. The undersigned acknowledge that the Compensation set forth herein reflects certain efficiencies as a result of providing Services for all three districts, and that if either or both of the undersigned should choose to terminate their consent to this Agreement, pricing may increase.

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

 Chairperson Vice Chairperson

Date: _____

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

 Chairperson Vice Chairperson

Date: _____

- Exhibit A: Scope of Services**
- Exhibit B1: Rivers Edge CDD Property**
- Exhibit B2 : Rivers Edge II CDD Property**
- Exhibit B3: Rivers Edge III CDD Property**
- Exhibit C: Shared Offsite Property**
- Exhibit D: Future Landscaping Areas**
- Exhibit E: Forms**
- Exhibit F: Contractor's Bid Pricing**

EXHIBIT "A"
SCOPE OF SERVICES

[scope of services from RFP package be added]

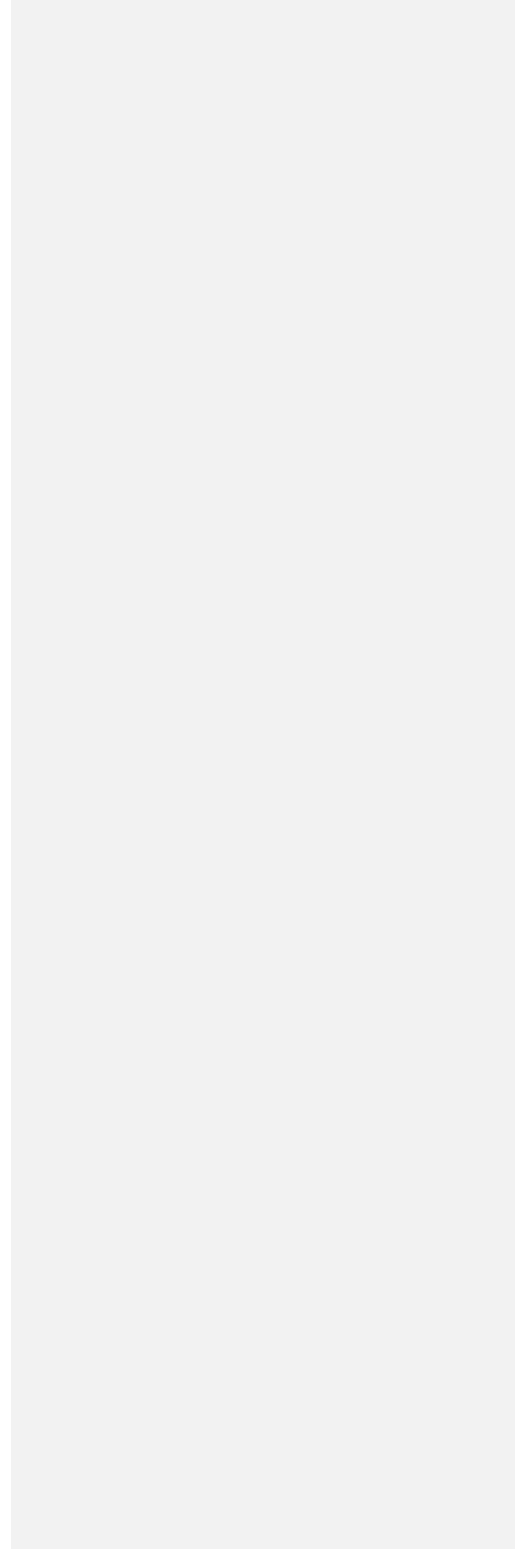


EXHIBIT B1
Rivers Edge CDD Property
[maps from RFP package to be added]

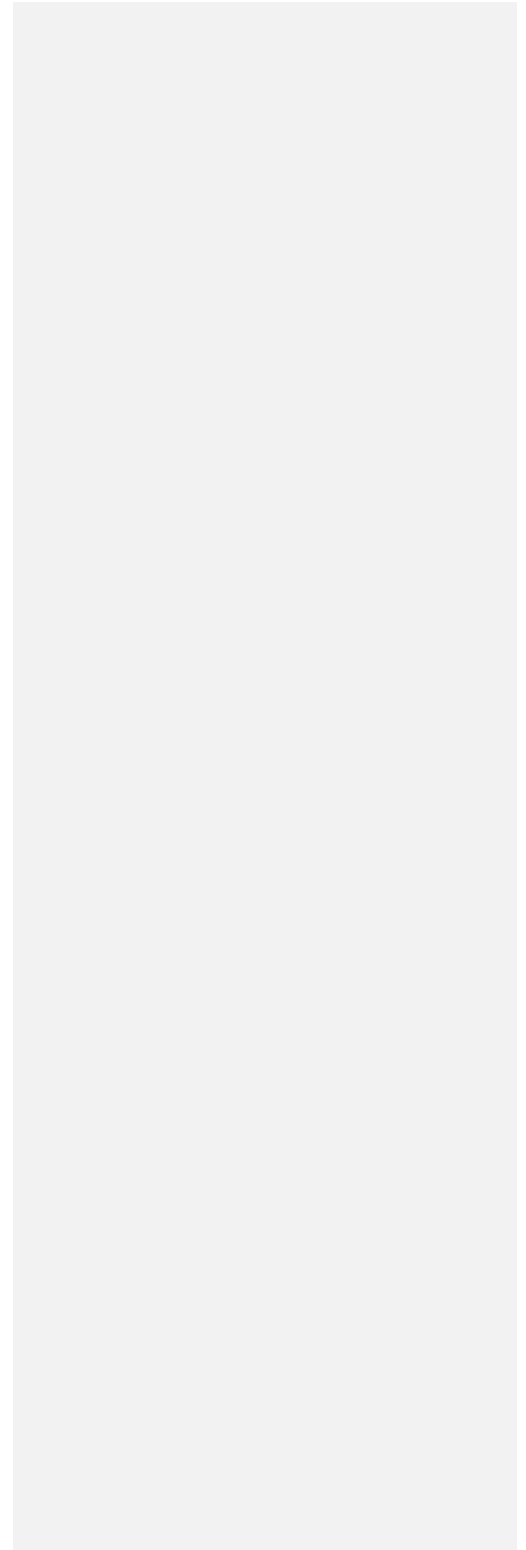


EXHIBIT B2
Rivers Edge II CDD Property
[maps from RFP package to be added]

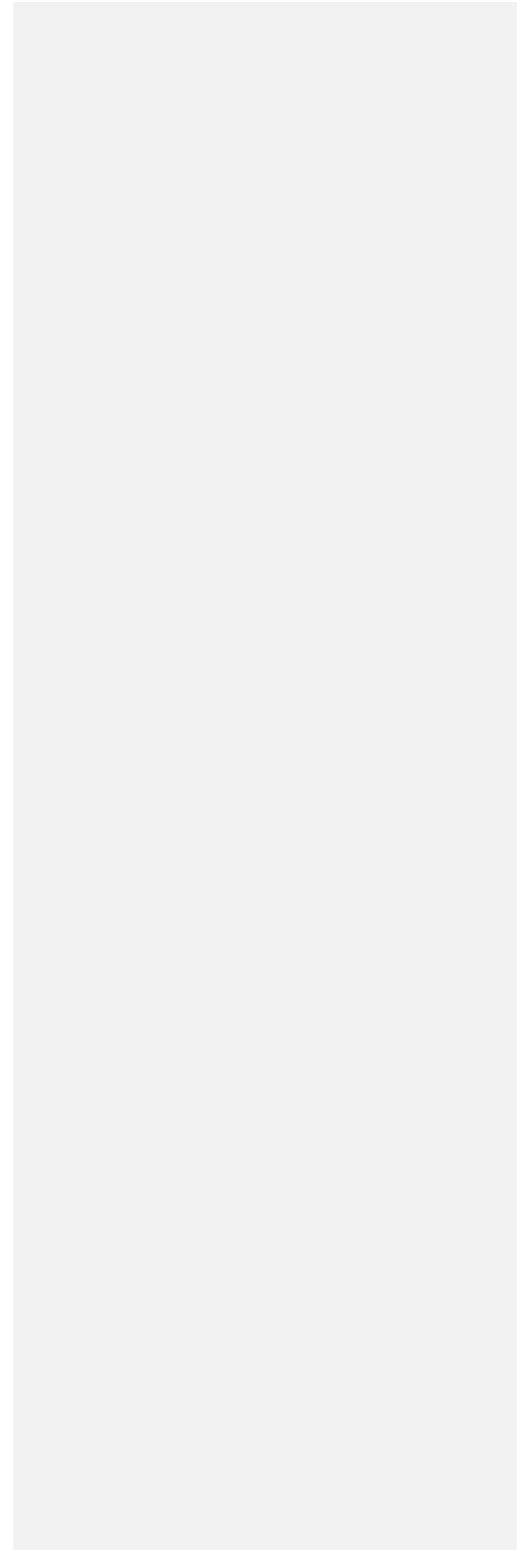


EXHIBIT B3
Rivers Edge III Property
[maps from RFP package to be added]

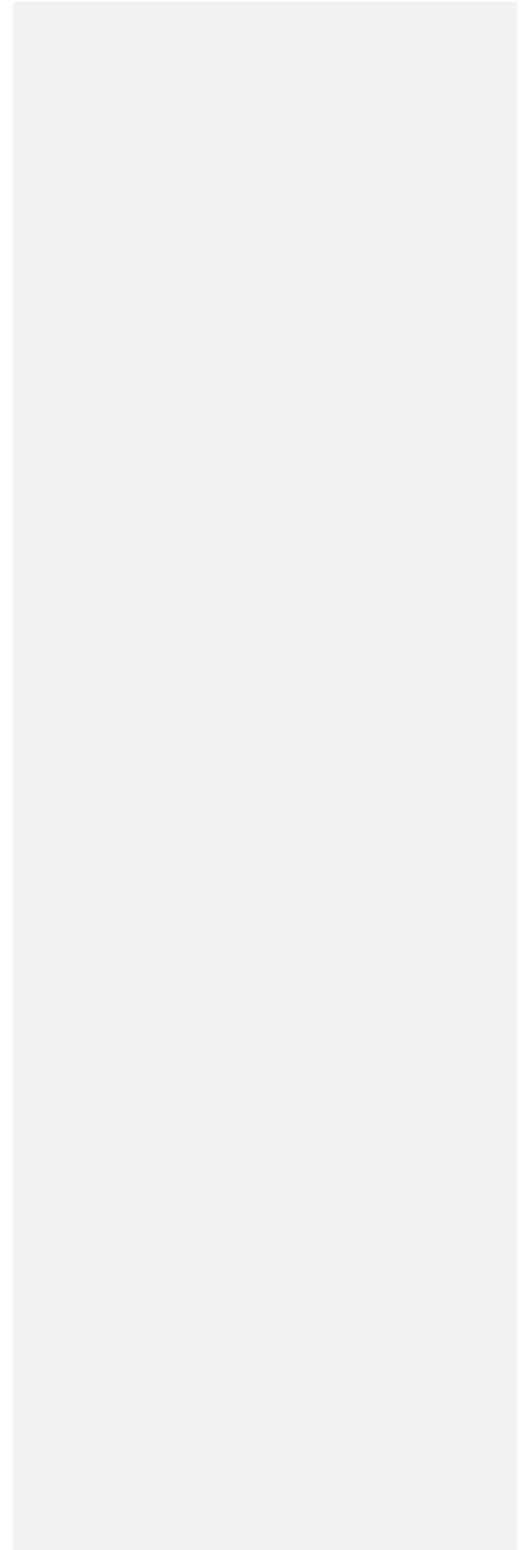


EXHIBIT C
Shared Offsite Property
[maps from RFP package to be added]

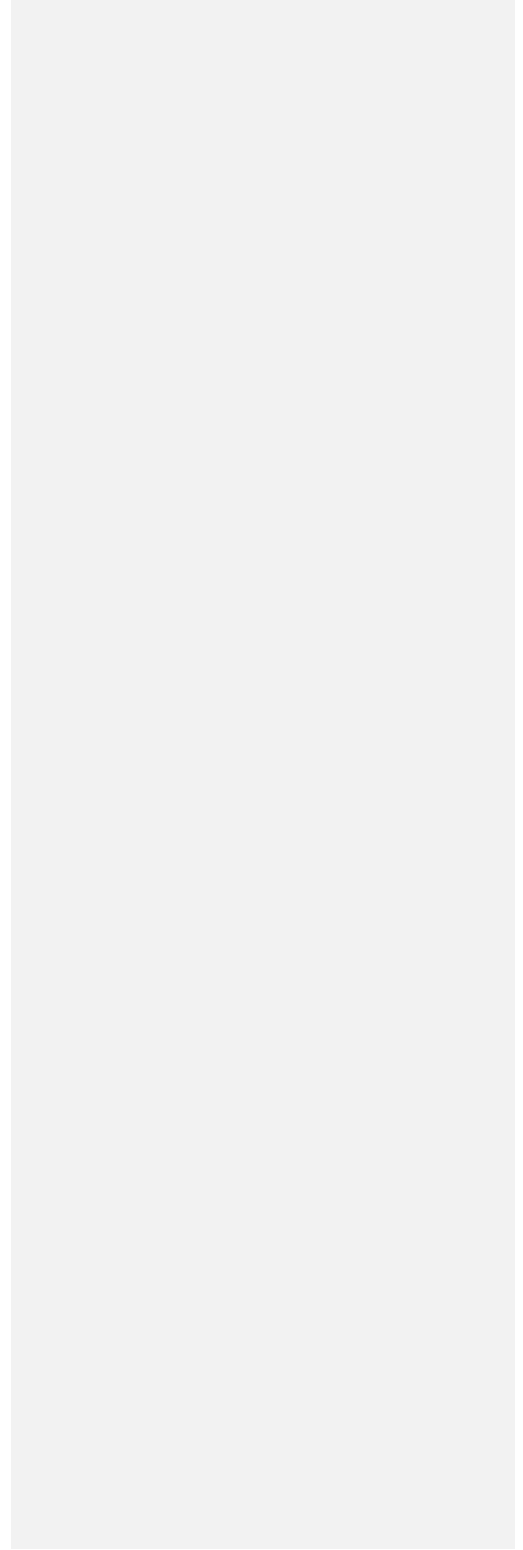


EXHIBIT D
Future Landscape Areas
[maps from RFP package to be added]

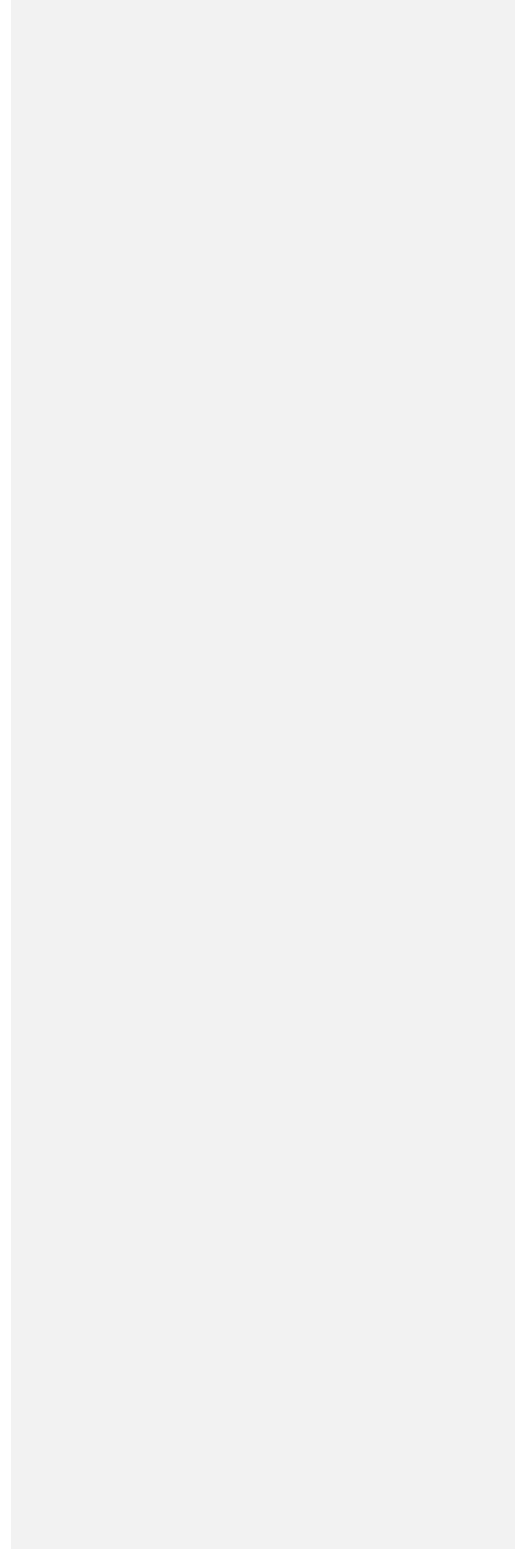
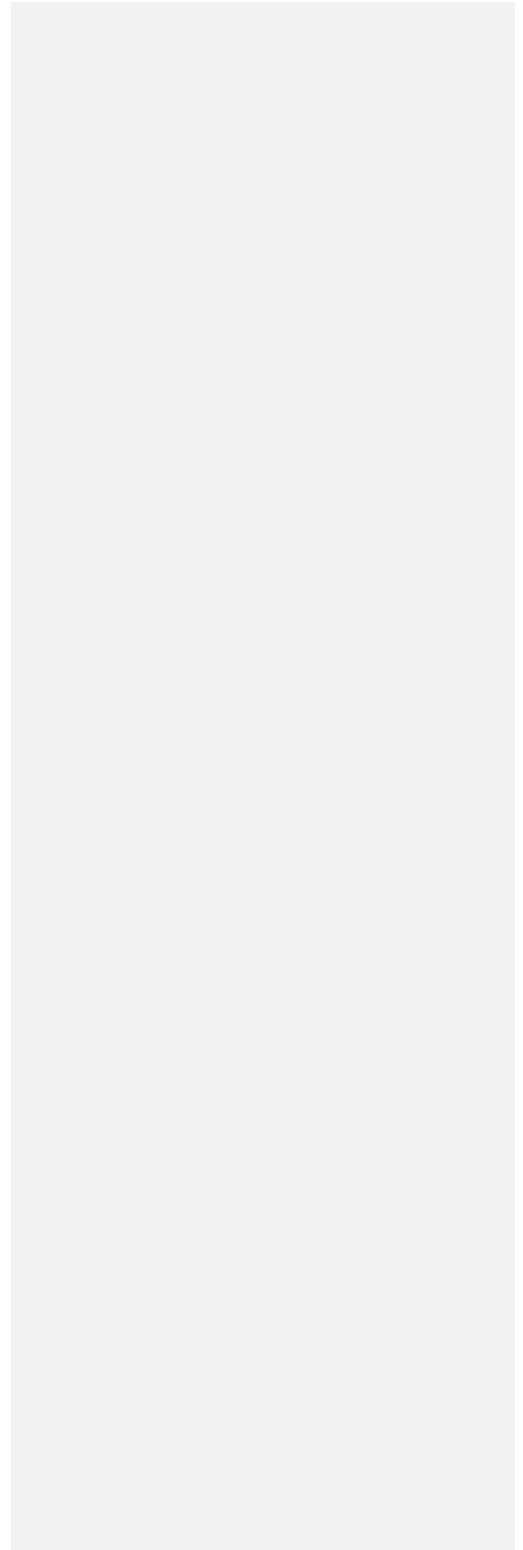


EXHIBIT E
Forms

[Attached beginning at following page]



**RIVERS EDGE CDD
ADDITIONAL SERVICES ORDER (ASO)**

FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM
-Contact District Manager For Finalized Form-

Date: MM/DD/YYYY

ASO #: 01

Contractor's Name: _____

Project Manager: _____

Project Manager's Email: _____

Contractor's Address: _____

Contractor's Phone: _____

Contractor's Facsimile: _____

District Manager: Jim Perry

District Manager's Email: jperry@gnsnf.com

District Address: 475 Westown Place, Ste 114
St. Augustine, FL 32092

District Phone: (904) 940 - 5850

District Facsimile: (904) 940 - 5899

Item #	Item Description	Unit	Unit Cost	Quantity	Total
1			\$0.00	0.00	\$0.00
2			\$0.00	0.00	\$0.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00

Net Change:	\$0.00	Amount This ASO:	\$0.00
		ASO Amount To Date:	\$0.00
		Original Agreement Amount:	\$0.00
		Revised Agreement Amount:	\$0.00

Reason for Additional Services Order, Please Explain:

Additional Specifications:

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

Original Agreement: Rivers Edge Community Development District – Landscape Maintenance Services Agreement

Signed & Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special-purpose government

CONTRACTOR:

By: _____

By: _____

Name: _____

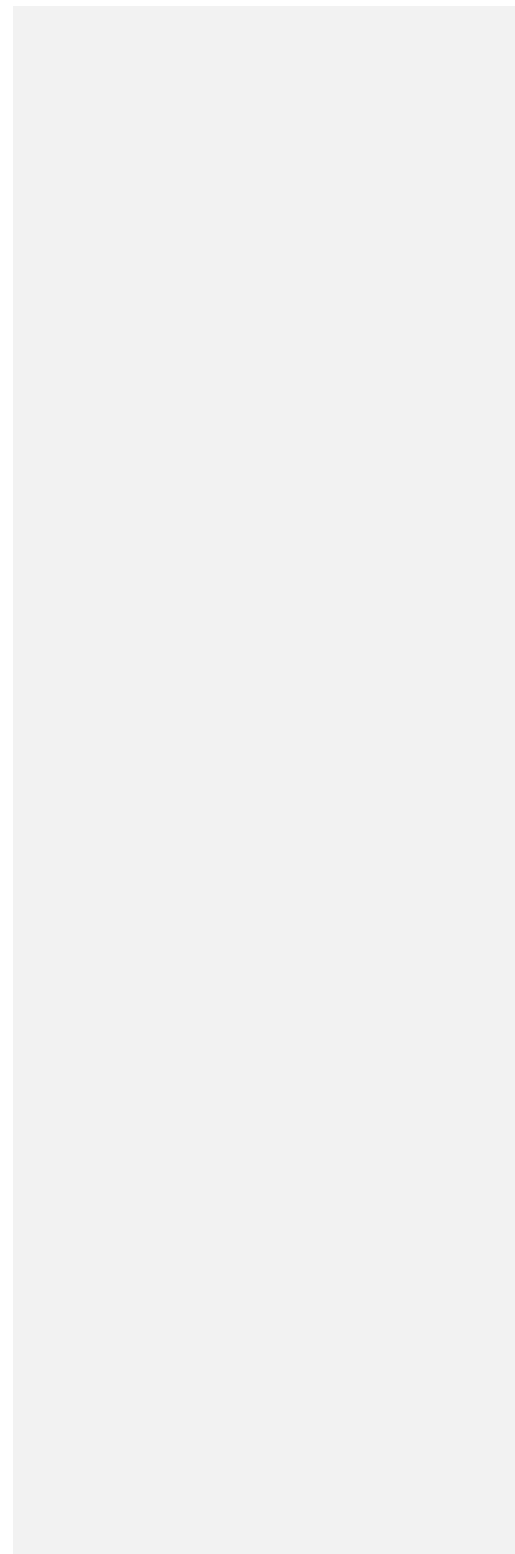
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



RIVERS EDGE CDD
DAILY WORK JOURNAL

(this form must be filled out at the end of each daily visit and turned in to the clubhouse office)

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY:

LOCATIONS:

ISSUES REQUIRING ATTENTION: _____
(Please notify District Rep. if any)

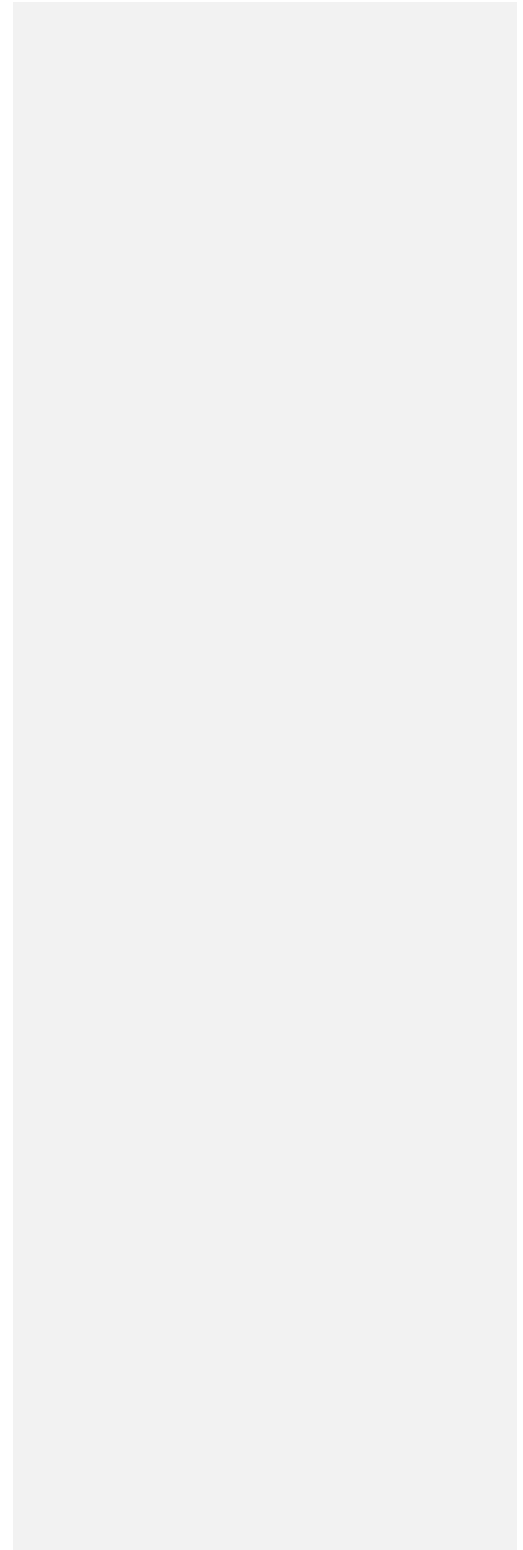
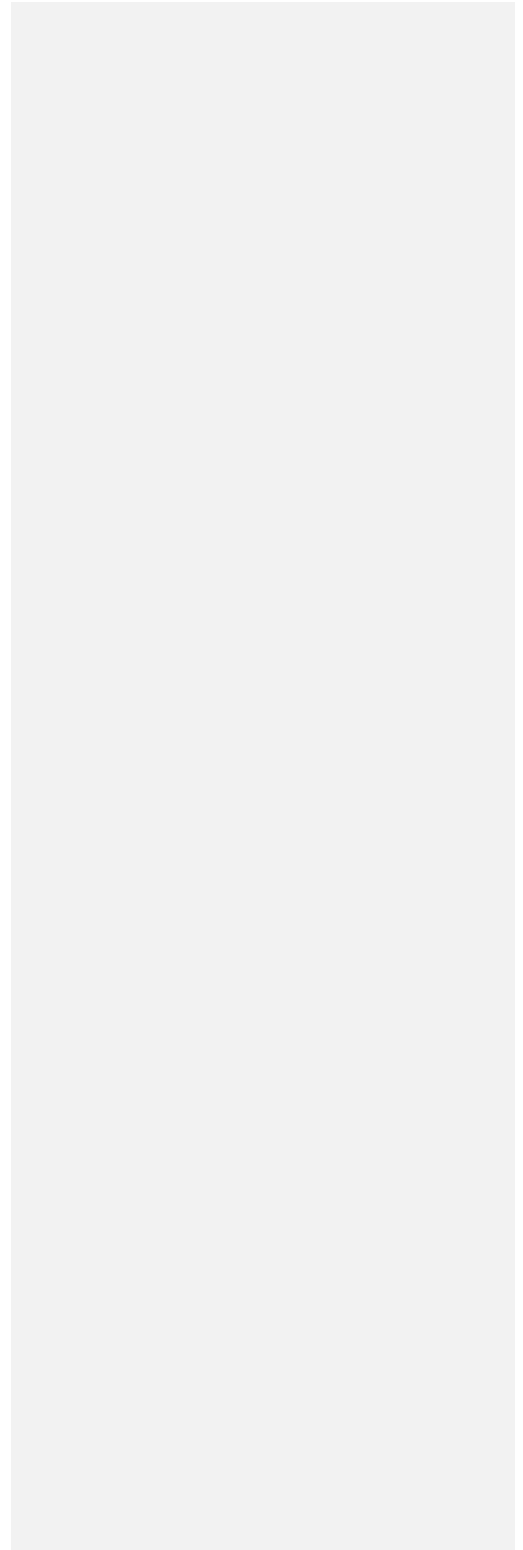


EXHIBIT F
Contractor's Bid Pricing



SIXTH ORDER OF BUSINESS

COST-SHARE STATUS COVER SHEET

*Instructions to Staff: Please complete this form and attach as a cover sheet
to each proposal presented for approval.*

Proposal: _____

1. Is the cost for this work intended to be shared?

Yes (Please proceed to question 2)

No, the entire cost will be paid by: _____
(Please leave remainder of form blank)

2. If yes, please check one of the following:

This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are “Shared Costs”, as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.

This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]



Aquatic Management Agreement

This Agreement dated *effective to start* _____, 2021, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Rivers Edge CDD 3

Address 475 West Town Place, Suite 114

City St Augustine State FL Zip 32092

Phone 904-235-5178 Fax _____ E-Mail _____

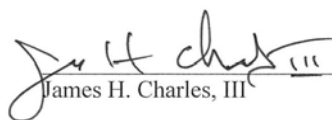
Hereinafter called "CLIENT".

- 1) **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): One (1) additional ponds located at the entrance to the Haven community in St Johns County, FL.
- 2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

a) Monthly Aquatic Management Services	\$36.00
b) Grass Carp stocking (Upon Approval)	\$7.50/fish
c) Permitting for Grass Carp	\$ Included
d) Fabrication and Installation of Aluminum Fish Barriers	\$45./s.f.
e) Excessive Construction Trash Collection	\$75./hr

- 3) **The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the CLIENT hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (i) on page 2, and will comply with the contents thereof.**

Charles Aquatics, Inc.



 James H. Charles, III

Client

Sign _____

Date _____

- 4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.
- 5) Aquatic management services stated in this **Agreement** will commence within ten (10) days of the execution of this **Agreement** by the **CLIENT**.
- 6) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **July 31, 2021**.

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of aquatic weeds:
 - a) **Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and algae. When necessary and prior to treatment with aquatic herbicides or algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing.
 - b) **Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.
 - c) **Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement but available for an additional fee.**
 - d) **Trash Removal** - Trash removal consists of the physical removal of minor trash floating within and from the areas immediately surrounding the **Client's** waterway(s) and may be provided at no additional cost.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water.	<input type="checkbox"/>	<input type="checkbox"/>	_____
b) Water from the treated waterway(s) is used for irrigation.	<input type="checkbox"/>	<input type="checkbox"/>	_____
c) Water from the treated waterway(s) is used for human or animal consumption.	<input type="checkbox"/>	<input type="checkbox"/>	_____
d) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
e) Any special use of treated waterway which may conflict with treatments.	<input type="checkbox"/>	<input type="checkbox"/>	_____
f) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	<input type="checkbox"/>	<input type="checkbox"/>	_____
g) Restrictions on the use of any aquatic herbicides or algaecides in the waterways to be treated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
h) Existence of other aquatic management programs being conducted in the same waterway (s) which Charles Aquatics, Inc. is treating.	<input type="checkbox"/>	<input type="checkbox"/>	_____
i) CLIENT agrees to provide Charles Aquatics, Inc. additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (g) above on the spaces below:			_____ _____ _____

- j) **CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (i) above may compromise **Charles Aquatics'** capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the **Agreement**.
- k) Any failure of **CLIENT** to disclose conditions listed in (a) through (i) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics'** ability to provide satisfactory aquatic management service does not relieve **CLIENT's** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- l) Disclosure by checking and initialing boxes listing **certain** conditions adjacent to subparagraphs (a) through (i) above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement, Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.** *In the event that Charles Aquatics, Inc. installs aluminum fish barriers at their cost and the contract is terminated by CLIENT, the CLIENT must reimburse Charles Aquatics, Inc. for the barriers.*
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, General Liability and Pollution Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.



SEVENTH ORDER OF BUSINESS

Capital T Enterprises, Inc.

Expert Repairs for over 30 years
8505 Florence Cove Road
St. Augustine, FL. 32092
CPC # 1457199



**** Proposal for ** Rivertown Pumps Replacement**

Attn: Jason Davidson

Nov. 22, 2021

Project Scope: Remove and replace waterfalls water pumps

1) Equipment

- a) 20hp 1800rpm motor and seal kit (C8010B12 has special shaft extension that will need to be brought back) \$31,916
- b) 5hp 2389 rpm motor and seal kit
- c) Panel and VFD's
- d) Sump Pumps
- e) Exhaust fans 850 cfm with 3in/out
- f) service light

2) Removal and Installation of Equipment

- a) Dewater and pressure wash Equipment Vault \$12,300
- b) build specialized rigging to remove/install equipment
- c) Installation of equipment

Total Price for above \$44,216

Recommended Options

- a) Relocate control/breaker panel outside vault
- b) install high water alarm
- c) install 3rd DC voltage battery backup Bulge pump

* This Proposal is good for 30 days from the above date.
* Progress payments are expected within 10 days of payment request. Fifty % deposit required.
* Fencing, & Landscaping, if required by others & not included. Electrical by others.
* Equipment / material warranties furnished by manufacturers. One year labor on workmanship
* Owner to provide construction electricity.
* Capital T will do it bests not to damage existing walkways, curbs and landscaping including lawn areas and is not responsible if damage occurs

Accepted by:

(Authorized Signature)

Date: _____

(Printed Authorized Person's Name)

(Title)

Thank You

Scot Todor, President

904-591-7360
capitalpools@gmail.com



Com-Pac Filtration, Inc.
 P.O. Box 40071
 Jacksonville, FL 32203
 (904) 356-4003 • FAX

QUOTE

Bill To		Date	Expiration Date	Quote No.	Quote Requested By
Mattamy Homes 39 Riverwalk Blvd. Fruit Cove, FL 32259		12-09-21	06-09-22	120921-8TA	D.J. Smith
		Project Name Rivertown			
		Customer Terms 20% Dep/30% Del/Bal Net 15			
Phone	Email	Lead Time		Quoted By	
() 940-5361	DJ.Smith@mattamycorp.	To Be Determined		Travis Atkinson	

Item	Description	Qty	Unit Price	Ext Price
SERVICE CALL	SERVICE CALL	1	494.05	494.05
MISC ITEM	20hp 1800rpm motor and seal kit (C8010B12 and has special shaft extension that will need to be brought back) 5hp 3600rpm motor and seal kit (CPI C1215A-7 5 hp 2389 rpm) Complete panel with vfd's 2)Sump Pumps 2)exhaust fans 850cfm with 3in/out Service light Installation by others	1	23,424.78	23,424.78
LABOR	Complete labor to install quoted materials (includes mobilization and lodging if required)	1	63,366.34	63,366.34

Notes	Sub-Total	\$87,285.17
	- Discount	\$39,278.33
	Sales Tax	\$0.00
	Freight	\$0.00
	Total	\$48,006.84

Sales taxes and/or shipping cost are excluded from this quote unless otherwise specified within the body of this document.

Deposits are calculated from the subtotal only. Sales taxes and/or shipping charges will be added to the customer's Final Invoice. Deposits are due prior to manufacturing.

Insufficient funds due to returned checks, wire transfers and/or credit cards will be subject to loss of customer discount and will incur a 1.5% finance charge compounded monthly until paid in full. Purchaser agrees that any legal action shall be subject to the laws of the State of Florida with exclusive venue being Jacksonville, Duval County, Florida. In the event of litigation for nonpayment of amounts owed, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney fees, including those amounts incurred on appeal.

Customer discount will be revoked and charged back to the Final Invoice if not paid within the specified terms.

By signing below, the customer agrees to all terms specified within this quote.

Customer may use this quote to assign a purchase order number by completing the specified field below.

Print Name	Title	Purchase Order Number (optional)
Signature	Date	

RIVERTOWN

Request for Funds

Date of request: **01/19/22**

Submitted by: **Johnathan Perry**

Maintenance Repair:

The Welcome Center waterfall underwent a catastrophic flooding event that rendered the entire exit side of the waterfall in operational. The below quotes are for the replacement of the damaged equipment but excludes the repositioning of the electrical cabinet within.

Vendor	Warranty	Job Scope	Cost
Capital T Pools		a) 20hp 1800rpm motor and seal kit (C8010B12 has special shaft extension that will need to be brought back) b) 5hp 2389 rpm motor and seal kit c) Panel and VFD's d) Sump Pumps e) Exhaust fans 850 cfm with 3in/out f) service light	\$44,216.00
ComPac		20hp 1800rpm motor and seal kit (C8010B12 and has special shaft extension that will need to be brought back) 5hp 3600rpm motor and seal kit (CPI C1215A-7 5 hp 2389 rpm) Complete panel with vfd's 2)Sump Pumps 2)exhaust fans 850cfm with 3in/out Service light Installation by others	\$48,006.84

Waterfall Repair Detail

1. VakPak

a. The following is the response from VakPak

- i. "In our discussions we think that moving heavy things around and removing supports that had to be added to stop wall movement in the shaft make this a job beyond what our team is willing to risk. So, we would not quote a repair to the system as currently configured. Our objective is to create high-uptime systems either through maintenance and/or design and we think that this system will continue to be an issue going forward. Our suggestion is to bite the cost bullet now, redesign and rebuild it and have a front entrance that keeps working going forward."

2. Capital Pools

- a. The proposal for the project is in board report and does not include the removal and repositioning of the electrical box.
 - i. Price - **\$44,216**
- 3. Crown Pools
 - a. The proposal for the project is in the board report and also does not include the removal and repositioning of the electrical panel.
 - i. Price – **\$48,006.84**
- 4. Eagle Pools
 - a. Not taking customers until Summer 2023
- 5. Big Z Pools
 - a. No response

Should you have any comments or questions feel free to contact me directly.



EIGHTH ORDER OF BUSINESS

D.

1.

	Red Team	1	2	3	4	4	4	4	4	4	4	5	5	5	5	5	5	5	5
	Blue Team	1	2	3	4	4	4	4	4	4	4	5	5	5	5	5	5	5	5
	Green Team	1	2	3	4	4	4	4	4	4	5	5	5	5	5	5	5	5	5
Tree & Shrub Care	Trees, hedges, plants, vines, and shrubs shall be pruned by Contractor on an ongoing basis removing broken or dead limbs at least once (1x) a month or more, as necessary, to provide a neat and clean appearance. All the plant beds around the pond perimeters are to be maintained in the same manner as all other plant beds within the community. (pg 16)																		
	Red Team	2	3	3	3	3	3	3	4	3	3	4	4	4	3	3	2	2	3
	Blue Team	2	3	3	3	3	3	3	4	3	3	4	4	4	3	3	2	2	3
	Green Team	2	3	3	3	3	3	3	4	3	3	4	4	4	3	3	2	2	3
	Ornamental grasses will be cut back once a year in late winter. (pg 16)																		
	Red Team																		
	Blue Team																		
	Green Team																		
	All deciduous trees shall be pruned when dormant to ensure proper uniform growth. (pg 16)																		
	Red Team																		
	Blue Team																		
	Green Team																		
	All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. (pg 16)																		
	Red Team													0	0				
	Blue Team													0	0				
	Green Team													0	0				
	Sucker growth at the base of all trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. (pg 16)																		
	Red Team	2	2	2	3	3	3	3	3	3	4	4	4	4	4	4	4	4	4
	Blue Team	2	2	2	3	3	3	3	3	3	4	4	4	4	4	4	4	4	4
	Green Team	2	2	2	3	3	3	3	3	3	4	4	4	4	4	4	4	4	4
Branches and limbs shall be kept off buildings, including roofs, sign wall structures, and pruned over sidewalks and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining a minimum of six to eight (6-8) feet of clearance under all limbs over sidewalks and ten to twelve (10-12) feet clearance above all driveways and ROW's depending on location and species of tree.) Hedges, shrubs and ground covers are to be maintained twelve to eighteen (12-18) inches away from buildings, fences and other structures. (pg 17)																			
Red Team	3	3	3	3	4	4	4	3	3	3	4	4	4	3	3	2	2	3	
Blue Team	3	3	3	3	4	4	4	3	3	3	4	4	4	3	3	2	2	3	
Green Team	3	3	3	3	4	4	4	3	3	3	4	4	4	3	3	2	2	3	
Trim buffer area along the Riverfront Park - Trimming of buffer area to four (4) feet high from the south lookout north 3,200 feet to the extent of the cleared portion of park. This to include any saplings, Sabal Palmetto fronds above four (4) feet and tall weeds.																			
Trim County Road 244 Woodline – Trim all overhanging vegetation on R/W line and walks to eight (8) feet high along the length of County Road 244 (pg 17)																			
Weeds & Grasses	All groundcover and turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. (pg 17) Ground covers may grow to approximately three to four (3-4) inches in height. Foliage free space is to be maintained between all ground covers and other plants, plant beds, trees, walls or other unintended areas. (pg 18)																		
	Red Team	1	3	3	4	4	4	4	3	3	3	3	3	3	2	2	2	2	3
	Blue Team	1	3	3	4	4	4	4	3	3	3	3	3	3	2	2	2	2	3
	Green Team	1	3	3	4	4	4	4	3	3	3	3	3	3	2	2	2	2	3
	All shrub and bed areas shall be maintained each mowing service by removing all trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a pre-emergent herbicide. (pg 17)																		
	Red Team	1	3	3	3	3	4	4	3	3	3	3	4	4	3	3	4	4	3
	Blue Team	1	3	3	3	3	4	4	3	3	3	3	4	4	3	3	4	4	3
Green Team	1	3	3	3	3	4	4	3	3	3	3	4	4	3	3	4	4	3	

2.



Landscape Maintenance Report January

Irrigation:

Irrigation is currently running at 2x per week. Different areas run on different days of the week to accommodate the size of the zones

Two irrigation techs are on site daily to address any breaks that are found or reported

Maintenance:

Bi-weekly mowing is happening throughout the property.

We are running 2 maintenance teams and a team for trimming and weed control, they will be alternating schedules.

Bed detailing is being focused on, warmer weather this winter has caused a push of new weed growth.

Cut backs of the grasses continue throughout the property to get ready for mulching in February.

Leaf removal is an ongoing process until the leaf drop is complete. We are removing leaves weekly as part of the maintenance process

Riverfront park parking area has been cleaned up and the maintenance on the park has been consistent. There are several dead limbs and trees within the parking area that need to be addressed.

Turf and Chemical applications:

Turf color is as expected for this time of year

No upcoming applications are planned for January

Annuals:

Winter annuals were installed and irrigation has been adjusted accordingly.

3.



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date : Dec 23, 2021

Field Techs: Mike Liddell /
Justin Powers

Client: RiverTown

Pond A: Applied algae treatment.



Pond B: Treated algae.



Pond C: Perimeter grass is decaying.

Pond D: Treated perimeter vegetation.



Pond E: Applied algaecide around edge of pond.



Pond G: Treated perimeter vegetation.



Pond H: Applied algae treatment, will follow up with an additional treatment by Dec 1.



Pond I: Treated perimeter vegetation and algae.



Pond J: Perimeter vegetation is decaying. Algae is forming around decay.



Pond K: Treated algae and perimeter vegetation.



Pond L: previous treatment effective.



Pond M: Treated perimeter vegetation.



Pond Q: Applied algaecide.



Pond R: Previous treatment effective, pond looks good.



Pond S: Applied pond dye.



Pond T: Previous treatment was effective, water levels and clarity were normal.



Pond U: Previous treatment was effective.



Pond V: Treated for algae growth.



Pond W: Applied algaecide.



Pond X: (Homestead) Applied herbicide for Coontail. Will need several treatments.



Pond Y: (behind model homes) pond looks good, previous treatment effective.



Pond Z: (behind pond K) Treated algae around pond.



Pond AA: (Homestead) Applied algae treatment.



Pond BB: (Homestead) Treated perimeter veg.



Pond CC: Treated algae around pond.



Pond DD: Removed trash.



Pond EE: Treated for algae



Pond FF: Treated algae around pond.



Pond GG: water level and clarity were normal.



Pond HH: Pond looks good, picked up trash.



Pond II: Previous treatment was effective, water level and clarity were normal.



Pond JJ: Treated perimeter vegetation.



Pond KK: Applied pond dye.



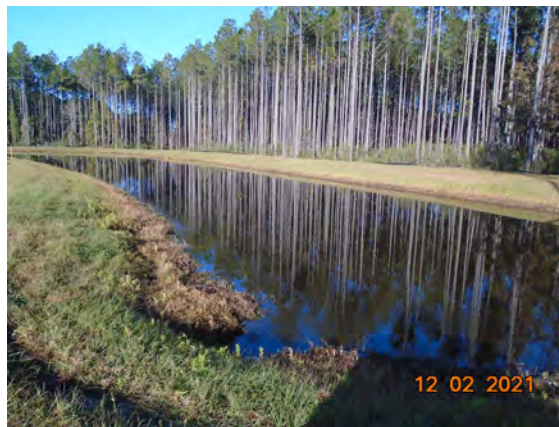
Pond LL: previous treatment was effective, water level and clarity were normal.



Pond MM: Treated algae and removed a small amount of trash from area.



Pond NN: Perimeter grasses are decaying.



Pond 7 (front): pond looks great, previous treatments effective.



Pond River Club 1: pond looks great

Pond River Club 2: Treated algae.

Pond 1: (Water Song) Treated algae.



Pond 2: Vegetation decaying around pond.



Pond 3: Applied algaecide.



Pond 4: Had complaint for grasses growing around pond. No vegetation noticed, only where sod was placed too low on new construction.



Pond 5: Applied pond dye.



Pond 6: Treated cattails around perimeter.



Pond 7: Applied pond dye.



Pond 8: Treated algae earlier in the month, results were good.



Pond 9: Treated algae.



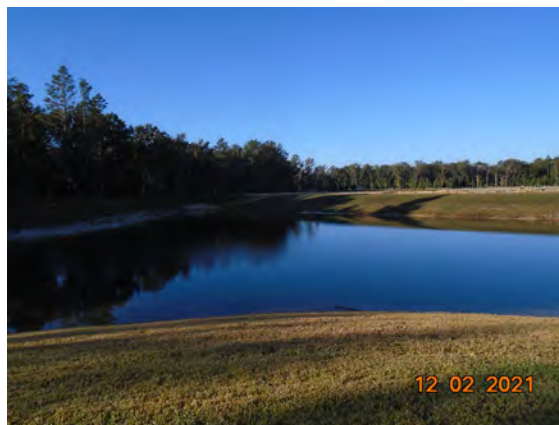
Pond 10: Spot treated cattails.



Pond 11: Spot treated cattails.



Pond 12: Pond in good condition, water level low.



NINTH ORDER OF BUSINESS

A.

Rivers Edge III

Community Development District

Unaudited Financial Reporting
December 31, 2021



Rivers Edge III
Community Development District
Combined Balance Sheet
December 31, 2021

	<u>Governmental Fund Types</u>			<u>Totals (Memorandum Only)</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
Assets:				
Cash	\$10,299	---	---	\$10,299
Due From Developer	\$20,275	---	---	\$20,275
Due From Other	\$8,937	---	---	\$8,937
Custody	\$88,064	---	---	\$88,064
<u>Series 2021</u>				
Reserve	---	\$275,400	---	\$275,400
Revenue	---	\$289,967	---	\$289,967
Capital Interest	---	\$56	---	\$56
Acquisition & Construction	---	---	\$41	\$41
Cost of Issuance	---	---	\$3,250	\$3,250
Total Assets	<u>\$127,576</u>	<u>\$565,423</u>	<u>\$3,291</u>	<u>\$696,290</u>
Liabilities:				
Accounts Payable	\$20,725	---	---	\$20,725
Due to Rivers Edge CDD- Utilities	\$8,192	---	---	\$8,192
Due to Other	\$515	---	---	\$515
Fund Balances:				
Restricted for Debt Service	---	\$565,423	---	\$565,423
Restricted for Capital Projects	---	---	\$3,291	\$3,291
Unassigned	\$98,144	---	---	\$98,144
Total Liabilities and Fund Equity	<u>\$127,576</u>	<u>\$565,423</u>	<u>\$3,291</u>	<u>\$696,290</u>

Rivers Edge III
Community Development District
Statement of Revenues & Expenditures
For The Period Ending December 31, 2021

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/21	ACTUAL THRU 12/31/21	VARIANCE
Revenues:				
Developer Contributions	\$512,928	\$63,110	\$63,110	\$0
Assessments-Tax Roll	\$138,244	\$88,064	\$88,064	\$0
Miscellaneous Income	\$0	\$0	\$3,550	\$3,550
Total Revenues	\$651,172	\$151,174	\$154,724	\$3,550
Expenditures				
<i>Administrative</i>				
Engineering	\$1,875	\$469	\$225	\$244
Arbitrage	\$600	\$150	\$0	\$150
Dissemination Agent	\$3,500	\$875	\$442	\$433
Attorney	\$25,000	\$6,250	\$4,547	\$1,703
Trustee Fees	\$4,000	\$1,000	\$0	\$1,000
Management Fees	\$22,500	\$5,625	\$5,625	\$0
Annual Audit	\$4,500	\$1,125	\$0	\$1,125
Assessment Administration	\$5,000	\$1,250	\$0	\$1,250
Information Technology	\$1,800	\$450	\$300	\$150
Website Administration	\$1,200	\$300	\$300	\$0
Telephone	\$150	\$38	\$42	(\$4)
Postage	\$175	\$44	\$66	(\$22)
Printing & Binding	\$1,000	\$250	\$82	\$168
Insurance	\$5,500	\$5,500	\$5,175	\$325
Legal Advertising	\$1,500	\$375	\$117	\$258
Other Current Charges	\$500	\$125	\$140	(\$15)
Office Supplies	\$150	\$38	\$9	\$28
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Administration/Compliance	\$1,963	\$491	\$0	\$491
Total Administrative	\$81,088	\$24,528	\$17,244	\$7,284
<i>Grounds Maintenance</i>				
Landscape Maintenance	\$76,905	\$19,226	\$42,465	(\$23,239)
Lake Maintenance	\$2,200	\$550	\$2,270	(\$1,720)
Electric	\$4,590	\$1,148	\$13	\$1,134
Sewer/Water/Irrigation	\$12,500	\$3,125	\$4,784	(\$1,659)
Cost Share Landscaping- Rivers Edge	\$129,731	\$32,433	\$0	\$32,433
Repair & Replacements	\$0	\$0	\$895	(\$895)
Total Field Operations	\$225,926	\$56,482	\$50,428	\$6,053
<i>Amenity Center</i>				
Cost Share Amenity- Rivers Edge	\$261,848	\$0	\$0	\$0
Cost Share Amenity- Rivers Edge II	\$82,310	\$0	\$0	\$0
Total Field Operations	\$344,158	\$0	\$0	\$0
Total Expenditures	\$651,172	\$81,010	\$67,673	\$13,337
Excess Revenues/Expenses	\$0		\$87,052	
Net Change in Fund Balance	\$0		\$87,052	
Fund Balance - Beginning	\$0		\$11,092	
Fund Balance - Ending	\$0		\$98,144	

Rivers Edge III
Community Development District
Debt Service Fund - Series 2021
Statement of Revenues & Expenditures
For The Period Ending December 31, 2021

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/21	ACTUAL THRU 12/31/21	VARIANCE
Revenues:				
Assessments - Tax Roll	\$106,308	\$67,721	\$67,721	\$0
Assessments - Direct	\$444,492	\$222,244	\$222,244	\$0
Interest Income	\$1,000	\$250	\$23	(\$227)
Carryforward Surplus	\$183,222	\$0	\$0	\$0
Total Revenues	\$735,022	\$290,215	\$289,988	(\$227)
Expenditures				
<i>Series 2021</i>				
Interest 11/1	\$183,222	\$183,222	\$183,222	\$0
Interest 5/1	\$200,000	\$0	\$0	\$0
Principal 5/1	\$175,425	\$0	\$0	\$0
Total Expenditures	\$558,647	\$183,222	\$183,222	\$0
Excess Revenues (Expenditures)	\$176,375	\$106,993	\$106,766	(\$227)
Net Change in Fund Balance	\$176,375	\$106,993	\$106,766	(\$227)
Fund Balance - Beginning	\$0		\$458,657	
Fund Balance - Ending	\$176,375		\$565,423	

Reserve	\$275,400
Revenue	\$289,967
Capitalized Interest	\$56
	\$565,423
	\$565,423

Rivers Edge III
Community Development District
Capital Projects Funds
Statement of Revenues & Expenditures
For The Period Ending December 31, 2021

Description	SERIES 2021
Revenues:	
Interest Income	\$0
Bond Proceeds	\$0
Total Revenues	\$0
Expenditures:	
Capital Outlay	\$0
Cost of Issuance	\$0
Underwriters Discount	\$0
Total Expenditures	\$0
Excess Revenues (Expenditures)	\$0
Other Sources & Uses:	
Transfer In/ (Out)	\$0
Total Other Sources & Uses	\$0
Net Change in Fund Balance	\$0
Fund Balance - Beginning	\$3,291
Fund Balance - Ending	\$3,291

Rivers Edge III
Community Development District
Long Term Debt Report

Series 2021 Capital Improvement Revenue Bonds	
Interest Rate:	2.47% - 3.75%
Maturity Date:	5/1/2051
Reserve Fund Definition:	50% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$275,000
Reserve Fund Balance:	\$275,400
Bonds outstanding - 4/23/2021	\$9,880,000
Current Bonds Outstanding	\$9,880,000

**Rivers Edge III
Community Development District
Developer Funding**

Funding Request #	Date of Request	Date Received Developer	Total Amount Received	Total Funding Request FY 21	Total Funding Request FY 22	Balance (Due From Developer)/ Due To
16	10/12/21	11/5/21	\$45,538.40	\$29,591.36	\$15,947.04	\$0.00
17	11/9/21	12/7/21	\$26,887.99		\$26,887.99	\$0.00
18	12/6/21				\$20,724.98	(\$20,724.98)
Total Due from Developer				\$29,591.36	\$63,560.01	(\$20,724.98)

**RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF FISCAL YEAR 2022 ASSESSMENTS
10/1/21 - 9/30/22**

		ASSESSED			RECEIVED			
ASSESSED TO	# UNITS	SERIES 2021 DEBT INVOICED NET	FY22 O&M	TOTAL NVOICED NET	SERIES 2021 DEBT PAID	O&M PAID	TOTAL PAID	BALANCE DUE / (DISCOUNTS NOT TAKEN)
MATTAMY	429	444,488.27	-	444,488.27	222,244.14	-	222,244.14	222,244.13
TOTAL DIRECT BILLS	429	444,488.27	-	444,488.27	222,244.14	-	222,244.14	222,244.13
NET REVENUE TAX ROLL	110	106,308.38	138,243.84	244,552.22	67,720.79	88,064.37	155,785.16	88,767.06
TOTAL REVENUE	539	550,796.65	138,243.84	689,040.49	289,964.93	88,064.37	378,029.30	311,011.19

DIRECT BILL PERCENT COLLECTED	50.00%	0.00%	50.00%
TAX ROLL PERCENT COLLECTED	27.69%	63.70%	63.70%
TOTAL PERCENT COLLECTED	52.64%	63.70%	54.86%

(1) Bulk land owners are on a payment plan for undeveloped land. Debt service assessments – 50% due December 1, 2021, 25% due February 1, 2021 and 25% due May 1, 2021

SUMMARY OF TAX ROLL RECEIPTS				
ST JOHNS COUNT DIST.	DATE	TOTAL AMOUNT	SERIES 2021 DEBT	O&M
1	11/4/2021	-	-	-
2	11/17/2021	37,102.68	16,128.77	20,973.91
3	11/22/2021	4,547.13	1,976.67	2,570.46
4	12/8/2021	12,974.91	5,640.27	7,334.64
5	12/20/2021	101,160.44	43,975.08	57,185.36
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
TOTAL TAX ROLL RECEIPTS		155,785.16	67,720.79	88,064.37

B.

Rivers Edge III

Community Development District

Check Run Summary

December 31, 2021

Fund	Date	Check No.	Amount
General Fund	12/15/21	132-138	\$ 34,109.89
Total			\$ 34,109.89

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
12/15/21	00010	11/01/21 43838	202111 320-57200-46800	NOV LAKE MAINTENANCE CHARLES AQUATICS INC	*	465.00	465.00 000132
12/15/21	00003	11/01/21 17	202111 310-51300-34000	NOV MANAGEMENT FEES	*	1,875.00	
		11/01/21 17	202111 310-51300-35100	NOV WEBSITE ADMIN	*	100.00	
		11/01/21 17	202111 310-51300-35100	NOV INFORMATION TECH	*	150.00	
		11/01/21 17	202111 310-51300-51000	OFFICE SUPPLIES	*	.12	
		11/01/21 17	202111 310-51300-42000	POSTAGE	*	2.12	
		11/01/21 17	202111 310-51300-42500	COPIES	*	15.30	
		11/01/21 17	202111 310-51300-41000	TELEPHONE	*	15.27	
				GOVERNMENTAL MANAGEMENT SERVICES			2,157.81 000133
12/15/21	00013	11/04/21 543	202110 310-51300-31500	OCT GENERAL COUNSEL KE LAW GROUP	*	2,690.22	2,690.22 000134
12/15/21	00005	10/19/21 46895	202109 310-51300-31100	SEP PROFESSIONAL SERVICES PROSSER	*	224.68	224.68 000135
12/15/21	00008	10/29/21 6652	202110 320-57200-46100	HAVEN SOD & MULCH VERDEGO	*	786.00	786.00 000136
12/15/21	00008	10/31/21 6696C	202110 320-57200-46100	OCT LANDSCAPE MAINTENANCE VERDEGO	*	13,893.09	13,893.09 000137
12/15/21	00008	11/01/21 6783C	202111 320-57200-46100	NOV LANDSCAPE MAINTENANCE VERDEGO	*	13,893.09	13,893.09 000138
TOTAL FOR BANK A						34,109.89	
TOTAL FOR REGISTER						34,109.89	

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904-997-0044

Invoice

Date	Invoice #
11/1/2021	43838

Bill To
Rivers Edge CDD 3 475 West Town Place, Suite 114 St Augustine, FL 32092

Due Date
12/1/2021



Vendor #

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services for 4 ponds - 1 pond at Main Street Phase 2 and 3 ponds at The Haven	465.00	465.00

Approved RECDD III Aquatic Management
Submitted to AP on 11/1/21 by Jason Davidson

Jason Davidson
1-32-572-468
10

Thank you so much for your business!

Balance Due

\$465.00

Governmental Management Services, LLC

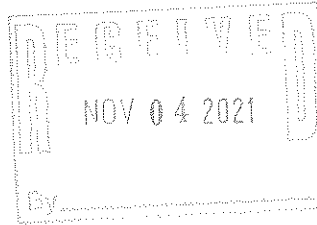
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 17
Invoice Date: 11/1/21
Due Date: 11/1/21
Case:
P.O. Number:

Bill To:

Rivers Edge III CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092



Description	Hours/Qty	Rate	Amount
Management Fees - November 2021 1-31-513-34		1,875.00	1,875.00
Website Administration - November 2021 1-31-513-351		100.00	100.00
Information Technology - November 2021 1-31-513-351		150.00	150.00
Office Supplies 1-31-513-51		0.12	0.12
Postage 1-31-513-42		2.12	2.12
Copies 1-31-513-425		15.30	15.30
Telephone 1-31-513-41	3	15.27	15.27

Total	\$2,157.81
Payments/Credits	\$0.00
Balance Due	\$2,157.81

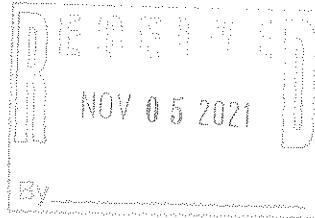


INVOICE

P.O. Box 6386
Tallahassee, Florida 32314

Invoice # 543
Date: 11/04/2021
Due On: 12/04/2021

Rivers Edge III CDD
475 West Town Place Suite 114
St. Augustine, Florida 32092



RE3CDD-01

1-31-513-315
13

River's Edge III - General Counsel

Type	Date	Notes	Quantity	Rate	Total
Service	10/08/2021	Review and provide comments on FY 2021 auditor engagement letter.	0.40	\$270.00	\$108.00
Service	10/08/2021	Review and provide edits to draft meeting agenda.	0.20	\$270.00	\$54.00
Service	10/08/2021	Review draft agenda and confer with staff on same; review correspondence on golf carts and FIA response; confer re: policies and fungicide application status; finalize rules of procedure update and waiver	0.20	\$310.00	\$62.00
Service	10/09/2021	Review engineer correspondence on stormwater reporting; review EDR documents and guidelines and transmit implementation summary on same	0.20	\$310.00	\$62.00
Service	10/11/2021	Confer with Kilinski regarding ratification of fungicide application and cost-share of same.	0.10	\$270.00	\$27.00
Service	10/11/2021	Review fireworks research; update memorandum on same; confer re: status of fountain cost share, verdego deficiencies, CR244 cost share, golf cart size waivers and other agenda preparation materials; transmit summary of same	0.20	\$310.00	\$62.00
Service	10/12/2021	Prepare meeting notice resolution.	0.20	\$270.00	\$54.00
Service	10/12/2021	Review OEDR's regulations related to wastewater and stormwater management facilities; prepare memorandum summarizing same; review reporting templates and prepare transmissions to District Manager and Engineer.	0.10	\$225.00	\$22.50
Service	10/12/2021	Confer with DM re: fireworks, stormwater memorandum and transmit same; confer re: cost sharing for fountain repairs; confer re: deficiencies and preparation for joint session and summary of same; confer re: cart paths status and county engineer requirements	0.10	\$310.00	\$31.00

Service	10/13/2021	Confer with DM re: meeting agenda, landscape deficiency list and report card, golf cart status, fireworks memorandum, stormwater requirements, joint meeting session and options for same; review correspondence on Vesta contract information	0.30	\$310.00	\$93.00
Service	10/13/2021	Send memo re: stormwater needs analysis to District Manager and District Engineer.	0.10	\$260.00	\$26.00
Service	10/15/2021	Confirm that the registered agent and location of the registered office on the DEO website are appropriately listed as the District Manager and District Manager's office.	0.10	\$225.00	\$22.50
Service	10/18/2021	Review agenda package and prepare for Board meeting	0.40	\$310.00	\$124.00
Service	10/18/2021	Review and analyze budget amendment, Verdugo report card, fungicide cost-share, and General Manager's Report; Confer with Davidson regarding same.	0.60	\$270.00	\$162.00
Service	10/19/2021	Provide cost-share form for fungicide application; confer with Kilinski regarding joint meeting procedures.	0.20	\$270.00	\$54.00
Service	10/20/2021	Attend Board meeting; confer re: cost share allocation and review same	1.00	\$310.00	\$310.00
Service	10/20/2021	Travel to and attend Board meeting and joint meeting.	2.70	\$270.00	\$729.00
Expense	10/20/2021	Mileage: Travel - monthly meeting	123.60	\$0.56	\$69.22
Service	10/22/2021	Review landscaping contract and bid documents; revise same.	0.90	\$270.00	\$243.00
Service	10/22/2021	Begin review and compilation of RFP for landscape services; confer re: research/options on in house structure for landscape services and steps related to same	0.60	\$310.00	\$186.00
Service	10/25/2021	Review and revise form of landscape contract.	0.30	\$270.00	\$81.00
Service	10/27/2021	Review and provide comments to minutes for meeting and workshop.	0.40	\$270.00	\$108.00
				Total	\$2,690.22

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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151	10/01/2021	\$4,250.31	\$0.00	\$4,250.31
341	11/02/2021	\$3,431.08	\$0.00	\$3,431.08

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
543	12/04/2021	\$2,690.22	\$0.00	\$2,690.22
			Outstanding Balance	\$10,371.61
			Total Amount Outstanding	\$10,371.61

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

PROSSER

October 19, 2021

Project No: 113094.80

Invoice No: 46895

Rivers Edge III CDD
c/o Government Management Services, LLC
Attn: Hannah Smith
4648 Eagle Falls Pl
Tampa, FL 33619

Project 113094.80 Rivers Edge III CDD

For services including attend September meeting.

Professional Services from September 1, 2021 to September 30, 2021

Professional Personnel

	Hours	Rate	Amount	
Principal	1.00	185.00	185.00	
Totals	1.00		185.00	
Total Labor				185.00

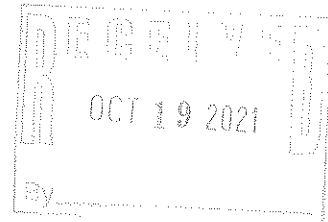
Reimbursable Expenses

Mileage-DOT Allowable (.445)			26.70	
Mileage-Additional (.13/mile)			7.80	
Total Reimbursables	1.15 times		34.50	39.68
	Total this Invoice			\$224.68

Outstanding Invoices

Number	Date	Balance
46101	6/23/2021	385.34
46464	8/10/2021	498.84
46682	9/14/2021	185.00
Total		1,069.18

1-31-513-311
5





Invoice

Invoice #: 6652

Date: 10/29/21

Customer PO:

DUE DATE: 11/28/2021

BILL TO

Rivertown - RECDDIII
475 West Town Place, Suite 114
St. Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

AMOUNT

#6129 - Haven Sod and Mulch

Install Sod behind home on meadow creek to finish out common area.

Landscape Enhancement

\$786.00

Labor and Prep (Labor)

8.00

\$42.00

\$336.00

St. Augustine Sod (Material)

500.00

\$0.90

\$450.00

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

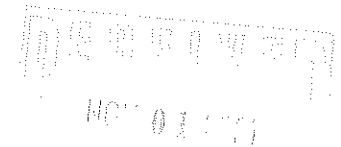
\$786.00

Approved RECDD III
Submitted to AP on 11/1/21
by Jason Davidson

Jason Davidson

1-32-572-441

8





Invoice

Invoice #: 6696C

Date: 10/31/2021

Customer PO:

DUE DATE: 11/30/2021

BILL TO

Rivers Edge CDD III
475 West Town Place, Suite 114
Saint Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract October 2021

AMOUNT

\$13,893.09

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$13,893.09

Funded = \$7,821.90

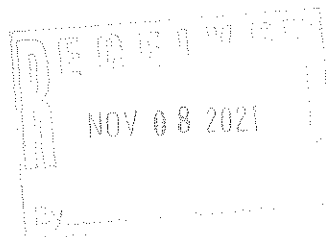
\$ 6,071.19

Approved RECDD III
Landscape Maintenance
Submitted to AP on 11/8/21
by Jason Davidson

Jason Davidson

1.32.572.461

8





Invoice

Invoice #: 6783C

Date: 11/01/2021

Customer PO:

DUE DATE: 11/30/2021

BILL TO

Rivers Edge CDD III
475 West Town Place, Suite 114
Saint Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract November 2021

AMOUNT

\$13,893.09

Invoice Notes:

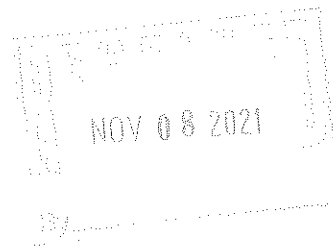
Thank you for your business!

AMOUNT DUE THIS INVOICE

\$13,893.09

Approved RECDD III
Landscape Maintenance
Submitted to AP on 11/8/21
by Jason Davidson

Jason Davidson
1.32.572.461
8



C.

Rivers Edge III Community Development District

FY2022 Funding Request #19
10-Jan-22

Vendor	Amount
2 Charles Aquatics	
January Lake Maintenance Inv #44294 1/1/22	\$ 465.00
3 Governmental Management Services	
January Invoice Inv #20 1/1/22	\$ 2,445.43
Novemeber Dissemination Services Inv #21 11/1/21	\$ 291.67
Fy 2022 Assessment Roll Certification Inv #19 12/7/21	\$ 5,000.00
4 KE Law Group	
December General Counsel Inv #928 1/3/22	\$ 2,816.71
5 Prosser	
November Professional Services Inv #47185 12/14/21	\$ 687.18
St. Johns County Tax Collector	
Non Ad Velorem Notice Postage 12/21/21	\$ 24.69
6 Verdego	
January Landscape Maintenance Inv #7204C 1/1/22	\$ 15,254.31
Haven Sod Inv #6504 9/30/21	\$ 911.00
7 VGlobalTech	
ADA Website Maintenance Inv #3458 12/31/21	\$ 400.00
Total Amount Due	\$ 28,295.99

Signature: _____
Chairman/Vice Chairman

Signature: _____
Secretary/Asst. Secretary

Wiring Instructions:

RBK: Wells Fargo, N.A.
ABA: 121000248
ACCT: 4633849393
ACCT NAME: Rivers Edge III Community Development District

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256

904-997-0044

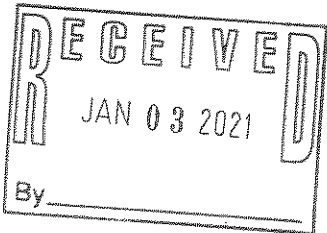
Invoice

Date	Invoice #
1/1/2022	44294

Due Date
1/31/2022

Bill To
Rivers Edge CDD 3 475 West Town Place, Suite 114 St Augustine, FL 32092

Vendor #

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services for 4 ponds - 1 pond at Main Street Phase 2 and 3 ponds at The Haven Approved RECDD III Submitted to AP on 1-3-22 by Jason Davidson <i>Jason Davidson</i> 1-32-572-468 10 	465.00	465.00
Thank you so much for your business!		Balance Due	\$465.00

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

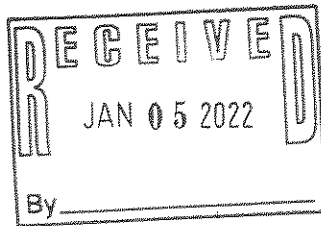
Invoice

Invoice #: 20
Invoice Date: 1/1/22
Due Date: 1/1/22
Case:
P.O. Number:

Bill To:

Rivers Edge III CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - January 2022 1-31-513-34		1,875.00	1,875.00
Website Administration - January 2022 1-31-513-351		100.00	100.00
Information Technology - January 2022 1-31-513-351		150.00	150.00
Dissemination Agent Services - January 2022 1-31-513-324		291.67	291.67
Office Supplies 1-31-513-51		0.03	0.03
Postage 1-31-513-42		0.53	0.53
Copies 1-31-513-425 3		28.20	28.20



Total	\$2,445.43
Payments/Credits	\$0.00
Balance Due	\$2,445.43

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 21

Invoice Date: 11/1/21

Due Date: 11/1/21

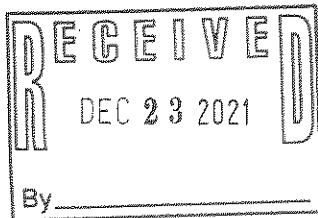
Case:

P.O. Number:

Bill To:

Rivers Edge III CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Dissemination Agent Services - November 2021		291.67	291.67



1-31-513-324
3

Total	\$291.67
Payments/Credits	\$0.00
Balance Due	\$291.67

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

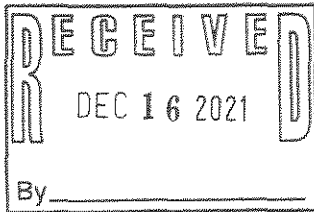
Invoice

Invoice #: 19
Invoice Date: 12/7/21
Due Date: 12/7/21
Case:
P.O. Number:

Bill To:

Rivers Edge III CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2022		5,000.00	5,000.00



1-31-513-314
3

Total	\$5,000.00
Payments/Credits	\$0.00
Balance Due	\$5,000.00

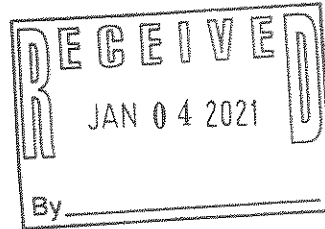


INVOICE

P.O. Box 6386
Tallahassee, Florida 32314

Invoice # 928
Date: 01/03/2022
Due On: 02/02/2022

Rivers Edge III CDD
475 West Town Place Suite 114
St. Augustine, Florida 32092



RE3CDD-01

1-31-513-315
13

River's Edge III - General Counsel

Type	Date	Notes	Quantity	Rate	Total
Service	12/01/2021	Review draft agenda and send revisions; finalize Vesta amendments and create comparison chart for presentation to Board; review prompt payment resolution and send for inclusion in agenda package.	0.70	\$270.00	\$189.00
Service	12/01/2021	Review meeting minutes; review holiday lighting options and transmit comments to package; review TA and provide edits to same; begin review of Vesta amendment and agreement and transmit comments to same; confer re: cost share for lakes maintenance agreement	0.60	\$310.00	\$186.00
Service	12/01/2021	Update Prompt Payment Policies Resolution with current legislative updates	0.20	\$170.00	\$34.00
Service	12/02/2021	Review RFP for landscape and provide edits to same	0.20	\$310.00	\$62.00
Service	12/03/2021	Review draft RFP documents and prepare final package for Board review.	0.30	\$270.00	\$81.00
Service	12/07/2021	Review landscape RFP updates and acknowledgement of District payment form; review termination provisions for same; review Vesta amendments and inquiries on operations; confer re: GM reports and proposals for same; confer re: SORBA and trail options	0.60	\$310.00	\$186.00
Service	12/07/2021	Update landscape RFP Project Manual and send for inclusion in agenda package.	1.00	\$270.00	\$270.00
Service	12/08/2021	Review Vesta comments to contract addendums and amenity management scope and provisions; confer with Gentry and staff on same; review correspondence on trails and RFP for landscape maintenance and confer with staff on same	0.50	\$310.00	\$155.00
Expense	12/09/2021	Meals: JK - monthly meeting	0.25	\$32.05	\$8.01

Service	12/10/2021	Review agenda materials, landscape report, pond report, High Pointe proposals, and Main Street Phase 3 proposal; analyze legal issues in preparation for meeting.	0.50	\$270.00	\$135.00
Service	12/14/2021	Review agenda package; prepare for Board meeting; conference call with DM re: Vesta amendment and meeting preparations; review and provide updates to landscape RFP timeline and process; update project manual with same	0.50	\$310.00	\$155.00
Service	12/15/2021	Travel to/from and attend Board meeting; follow up from same; confer re: landscape RFP	3.00	\$310.00	\$930.00
Expense	12/15/2021	Rental Car Expenses: JK - Travel monthly meeting	0.25	\$328.50	\$82.13
Expense	12/15/2021	Gas: JK - Travel monthly meeting	0.25	\$43.18	\$10.80
Expense	12/16/2021	Hotel: JK - Lodging monthly meeting	0.25	\$219.06	\$54.77
Service	12/22/2021	Prepare Verdego amendment for Main Street Phase III and High Pointe Phase II; prepare Charles Aquatics amendment for High Pointe.	0.40	\$270.00	\$108.00
Service	12/28/2021	Review website for compliance with statutes; verify status of public facilities report and disclosure of public finance.	0.40	\$270.00	\$108.00
Service	12/31/2021	Monitor legislation and prepare newsletter for same	0.20	\$310.00	\$62.00
				Total	\$2,816.71

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
868	01/04/2022	\$1,857.25	\$0.00	\$1,857.25

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
928	02/02/2022	\$2,816.71	\$0.00	\$2,816.71	
				Outstanding Balance	\$4,673.96
				Total Amount Outstanding	\$4,673.96

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

PROSSER

December 14, 2021
Project No: 113094.80
Invoice No: 47185

Rivers Edge III CDD
c/o Government Management Services, LLC
Attn: Hannah Smith
4648 Eagle Falls Pl
Tampa, FL 33619

Project 113094.80 Rivers Edge III CDD
For services including attend CDD meeting and coordinate landscape RFP maps.

1-31-513-311
5

Professional Services from November 1, 2021 to November 30, 2021

Professional Personnel

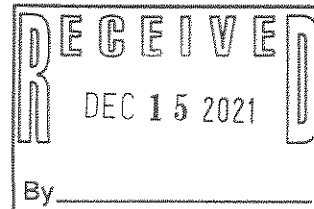
	Hours	Rate	Amount	
Principal	3.50	185.00	647.50	
Totals	3.50		647.50	
Total Labor				647.50

Reimbursable Expenses

Mileage-DOT Allowable (.445)			26.70	
Mileage-Additional (.13/mile)			7.80	
Total Reimbursables	1.15 times		34.50	39.68
			Total this Invoice	\$687.18

Outstanding Invoices

Number	Date	Balance
46895	10/19/2021	224.68
46974	11/10/2021	224.68
Total		449.36





P.O. Box 9001
ST. AUGUSTINE, FLORIDA 32085
P: 904 209 2250
F: 904 209 2283
WWW.SJCTAX.US

December 21, 2021

Rivers Edge III Community Development District
250 International Parkway Suite 280
Lake Mary, FL 32746
St. Augustine, FL 32092

INVOICE

In accordance with Florida Statute 197.322(3): "Postage shall be paid out of the general fund of each local governing board, upon statement thereof by the tax collector".

Your share of the postage for the mailing of the 2021 Real Estate, Tangible Personal Property, Railroad and Non Ad Valorem notices is as follows:

Postage Due: \$ 24.69

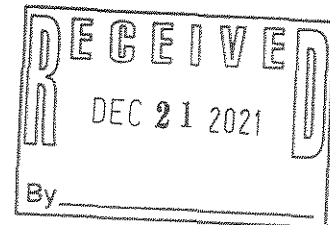
If you have any questions, please contact me or Christopher Swanson at 209-2251.

Sincerely,

Dennis W. Hollingsworth, C.F.C.
St. Johns County Tax Collector

1-31-513-42

17



INNOVATION INTEGRITY EXPERTISE

MAILING ADDRESS FOR ALL LOCATIONS: P.O. BOX 9001, ST. AUGUSTINE, FL 32085-9001

ST. AUGUSTINE - MAIN
4030 LEWIS SPEEDWAY
ST. AUGUSTINE, FL 32084

DUPONT CENTER
6658 US 1 SOUTH
ST. AUGUSTINE, FL 32086

JULINGTON CREEK
725 FLORA BRANCH BLVD
SAINT JOHNS, FL 32259

PONTE VEDRA
151 SAWGRASS CORNERS DR, STE 100
PONTE VEDRA BEACH, FL 32082



Invoice

Invoice #: 7204C

Date: 01/01/2022

Customer PO:

DUE DATE: 01/31/2022

BILL TO

Rivers Edge CDD III
475 West Town Place, Suite 114
Saint Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract January 2022

AMOUNT

\$15,254.31

Invoice Notes:

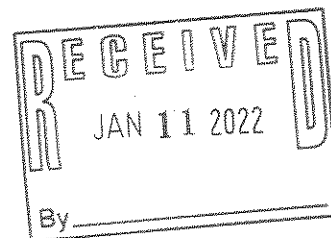
Thank you for your business!

AMOUNT DUE THIS INVOICE

\$15,254.31

Approved RECDD III
Landscape Maintenance
Submitted to AP on 1/11/22
by Jason Davidson

Jason Davidson
1-31-513-461
8





Invoice

Invoice #: 6504

Date: 09/30/21

Customer PO:

DUE DATE: 10/30/2021

BILL TO

Rivertown - RECDDIII
475 West Town Place, Suite 114
St. Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#6082 - Haven Sod
Install Sod behind home on meadow creek to finish out common area.

AMOUNT

Landscape Enhancement

Disposal Fee (Other)	1	\$125.00	\$125.00
Labor and Prep (Labor)	8	\$42.00	\$336.00
St. Augustine Sod (Material)	500	\$0.90	\$450.00

\$911.00

Invoice Notes:

Thank you for your business!

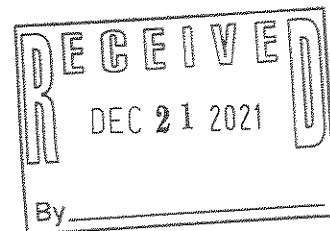
AMOUNT DUE THIS INVOICE

\$911.00

Approved RECDD III
Submitted to AP on 12/21/21
by Jason Davidson

Jason Davidson
1-31-513-461

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From: Jason Davidson jdavidson@vestapropertyservices.com
Subject: RE: Invoice 6504 from Verdego, LLC
Date: October 7, 2021 at 2:17 PM
To: Accounts Receivable AR@verdego.com
Cc: Shannen Blumline sblumline@verdego.com

Good Afternoon,

Please adjust the invoice to reflect RECDD III and resubmit. Thank you.

Kind Regards,

Jason Davidson
General Manager



RiverTown
160 RiverGlade Run
Saint Johns FL, 32259
P: 904.679.5523

www.VestaPropertyServices.com

CONFIDENTIALITY NOTICE: This email, and any attachment(s) to it, is intended only for the use of the individual/entity addressed herein and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Be advised that any dissemination, distribution, or copying of this information (including any attachments) is strictly prohibited (without prior consent). If you have received this e-mail in error, please immediately return it to the sender and delete it from your system.

From: Accounts Receivable <AR@verdego.com>
Sent: Thursday, October 7, 2021 1:58 PM
To: Jason Davidson <jdavidson@vestapropertyservices.com>
Cc: Shannen Blumline <sblumline@verdego.com>
Subject: Invoice 6504 from Verdego, LLC

Dear Customer :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

VerdeGo, LLC
386-437-3122

VGlobalTech
636 Fanning Drive
Winter Springs, FL 32708 US
contact@vglobaltech.com
www.vglobaltech.com



INVOICE

BILL TO

Rivers Edge III CDD
219 E. Livingston Street
Orlando, FL 32801
United States

INVOICE # 3458
DATE 12/31/2021
DUE DATE 12/31/2021
TERMS Due on receipt

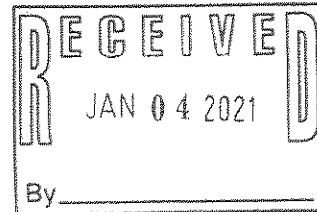
DATE	ACTIVITY	QTY	RATE	AMOUNT
	Web Maintenance:ADA Website Maintenance Ongoing website maintenance for ADA and WCAG Compliance	1	400.00	400.00

Invoice for Quarter 4 ADA Audit.

BALANCE DUE

\$400.00

Please make check payable to VGlobalTech.



1-31-515-352
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