



Memo

To: Hot Springs Village Board of Directors
From: Pam Avila, Board Director
Date: January 26, 2022
Re: Motion – Approve Grounds Maintenance 2022 Annual Service Agreement

Motion

I move to authorize the General Manager to execute a one-year service agreement with Welcome Home Property Service in the amount of \$62,400 for services as presented.

Background

Due to staffing issues in the Grounds Maintenance Department, staff have researched alternative means of ensuring the landscaping at Hot Springs Village common areas are maintained properly. The most cost effective and efficient option was found to be contracting landscaping maintenance services for specific POA areas. This agreement will allow POA Grounds Maintenance staff to focus on our facility amenities and keep them running in optimal condition while also ensuring that all common areas are landscaped timely and appropriately.

The total budgeted cost of the proposed contract is less expensive than adding two full-time employees, a requirement if HSVPOA performs these services in-house. This agreement was discussed at the January 5, 2022 Board discussion session.

The areas to be serviced under the proposed agreement include the following locations:

- All Gates
- All Following Lakes: Causeway, Lake Isabella, Lake Estrella, Lake Sofia, Lake Maria, Lake Granada, Lake Pineda, and Lake Coronado
- Administration Building
- Police Department
- Policy Training Center
- DeSoto Club area
- Ambulance Center
- Overlook
- Animal Shelter
- Calella Road corner

SMALL PROJECT AGREEMENT

Between

HOT SPRINGS VILLAGE PROPERTY OWNERS ASSOCIATION

And

Welcome Home Property Service [CONTRACTOR]

For The

Ground Maintenance [PROJECT]

In Hot Springs Village, AR

This **SMALL PROJECT AGREEMENT** (the “Agreement”) is entered into this 19th day of January 2022 (“Effective Date”) between Hot Springs Village Property Owners Association, a non-profit Arkansas corporation (“Owner”), and **Welcome Home Property Service**, an Arkansas **S Corporation** (“Contractor”), for the **Ground Maintenance** in Hot Springs Village, Arkansas (“Project”). Owner and Contractor may be referred to as (“Party”) or (“Parties”).

ARTICLE I: THE CONTRACT DOCUMENTS

1.1 AGREEMENT AND EXHIBITS. The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of the following documents: Agreement; **Attached Bid, RFQ, Insurance**

1.2 ORDER OF PRECEDENCE AND CONFLICTS. The Contract Documents are complimentary. If there is a conflict between the Agreement and Exhibits, the Agreement controls.

ARTICLE 2: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of Days available to the Contractor to achieve Substantial Completion of the Work is the Contract Time. The date of commencement of the Work shall be the date of Owner’s notice to proceed to Contractor. Contractor shall achieve Substantial Completion no later than **December 31, 2022**, subject to adjustment in Articles 10 and 11.

ARTICLE 3: CONTRACT PRICE

3.1 Subject to additions and deductions in Article 10, the Contract Price is the aggregate sum of the Unit Prices the Owner approves in Applications for Payment, as set forth in the Unit Price Bid Schedule Exhibit to this Agreement, at the date of final completion. Payment of each Unit Price will be based on actual measured quantities in the Work, except where the unit is a lump sum, in which case payment will be based upon the lump sum Unit Price as stated. Each Unit Price shall include all items, services, labor, material, equipment, managing, and other costs necessary for the proper execution and completion of the Work.

3.2 The Contractor guarantees that the Contract Price shall not exceed **\$5350 per month, not to exceed \$64,200 for a one year agreement** (“**Guaranteed Maximum Price**” or “**GMP**”). To the extent the Contract Price exceeds the Guaranteed Maximum Price, the Contractor shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

ARTICLE 4: PAYMENT

4.1 The Owner shall pay the Contractor, in accordance with Article 12.

ARTICLE 5: INSURANCE AND SURETY BONDS

5.1 Contractor shall procure and maintain insurance on all of its operations during the Work, using companies admitted to do business in Arkansas, on forms acceptable to the Owner, for the following minimum insurance coverages:

5.1.1 Workers’ compensation insurance and occupational disease insurance as required by Arkansas law and employer’s liability insurance with minimum limits of \$1,000,000 covering all work places involved in this Agreement.

5.1.2 Comprehensive general liability insurance and Contractor’s contingent coverage, with limits of not less than: (a) Bodily Injury Liability or Property Damage: \$1,000,000 for each occurrence; (b) Automotive liability: \$1,000,000 for each occurrence.

5.1.3 As applicable, the insurance shall cover all operations of Contractor, including but not limited to the following: (a) premises, operations, and mobile equipment liability; (b) completed operations & products liability; (c) contractual liability insuring the obligations assumed by Contractor in this Agreement; (d) Contingent coverage; (e) explosion, collapse, and underground property damage; (f) broad form property damage liability endorsement (including completed operations); and (g) personal injury liability endorsements. Contractor shall provide insurance coverage in the above limits for “Any Autos” used in the course of the Work.

5.1.4 All policies listed above, except workers' compensation, shall name Owner as additional insured during the Project and shall provide that such policies are primary insurance. Contractor shall provide endorsement copies to Owner prior to starting the Work.

5.1.5 Contractor waives all rights of subrogation against the Owner for damages covered by any applicable insurance.

5.2 If the Owner provides builder's risk insurance, the policy limit shall be equal to the Contract Price.

5.3 Contractor shall provide certificates of insurance showing the respective coverages prior to commencement of the Work.

5.5 The Owner and Contractor waive all rights against each other and any of their agents and employees for damages caused by fire or other causes of loss to the extent covered by insurance applicable to the Work.

5.6 The Contractor shall ___ or shall not provide a performance surety bond and a payment bond to ensure the Contractor's completion of the Project and Work and payment to subcontractors. Each bond shall be equal to the Contract Price.

ARTICLE 6: GENERAL PROVISIONS

6.1 THE AGREEMENT. The Agreement represents the entire, integrated agreement between the Parties and supersedes prior oral or written negotiations, representations or agreements. The Agreement may only be modified in a writing signed by the Parties.

6.2 THE WORK. The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

6.4 OWNERSHIP & USE OF ARCHITECT OR ENGINEER'S DRAWINGS, SPECIFICATIONS & DOCUMENTS. Documents prepared by the Architect or Engineer are solely for this Project. The Architect or Engineer retains all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce such documents to construct the Project.

ARTICLE 7: OWNER RIGHTS AND OBLIGATIONS

7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER. If requested by the Contractor, the Owner shall furnish a survey and a legal description of the site. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

7.2 OWNER'S RIGHT TO STOP THE WORK. If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

7.3 OWNER'S RIGHT TO CARRY OUT THE WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Price shall be adjusted to deduct the cost of correction from payments due the Contractor.

7.4 RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project. The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner. Costs caused by delays or improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 8: CONTRACTOR RIGHTS AND OBLIGATIONS

8.1 REVIEW OF CONTRACT DOCUMENTS AND SITE CONDITIONS BY CONTRACTOR. The Contractor represents that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE. The Contractor, promptly after both parties sign the Agreement, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

8.3 SUPERVISION AND CONSTRUCTION PROCEDURES. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor, as soon as practicable after both parties sign the Agreement, shall furnish in writing to the Owner the final list of the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner has made a timely and reasonable objection.

8.4 LABOR AND MATERIALS. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.5 WARRANTY. The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Agreement will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; (3) the Work will conform to the requirements of the Contract Documents; and (4) the completed Project shall be fit for its intended purpose. Contractor shall provide a one (1) year warranty for the Project for the items in the previous sentence, and such one (1) year warranty shall commence at final completion in accordance with Section 12.6 of this Agreement. Contractor shall assign all warranties of subcontractors and suppliers to Owner at the end of the one (1) year warranty period.

8.6 TAXES. The Contractor shall pay sales, consumer, use and similar taxes that are legally required as of the Effective Date.

8.7 PERMITS, FEES AND NOTICES. The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work. The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

8.8 SUBMITTALS. The Contractor shall promptly review, approve in writing, and submit to the Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents or Owner. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Owner's approval of any Shop Drawings, Product Data, or Samples has no effect on the Contractor's obligation to perform the Work in accordance with the Contract Documents.

8.9 USE OF SITE. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

8.10 CUTTING AND PATCHING. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

8.11 CLEANING UP. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work, and Contractor shall take all necessary measures to prevent soil erosion at the Project Site. At the completion of the Work, the Contractor shall promptly remove its tools, construction equipment, machinery and surplus material, and shall properly dispose of waste materials.

8.12 INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Owner's contractors, agents, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

ARTICLE 9: ARCHITECT AND ENGINEER

9.1 The Architect or Engineer, if the Owner has contracted for such services, will provide administration of the Agreement as described in the Contract Documents. The Architect or Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

9.2 The Architect or Engineer's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner. Consent shall not be unreasonably withheld.

ARTICLE 10: CHANGES IN THE WORK

10.1 The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Price, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

10.2 The Architect or Engineer, if the Owner has contracted such services, will have authority to order minor changes in the Work not involving changes in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Contractor. The Contractor shall carry out such orders promptly.

10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist in the area, the Contract Price and Contract Time shall be subject to equitable adjustment.

10.4 Any adjustments to the Contract Time or Contract Price require a Change Order as a condition precedent to such adjustments.

ARTICLE 11: TIME

11.1 Time limits stated in the Contract Documents are of the essence of the Agreement.

11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, fire, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12: PAYMENTS AND COMPLETION

- 12.1 CONTRACT PRICE.** The Contract Price is the total payable by the Owner to the Contractor for performance of the Work.
- 12.2 APPLICATIONS FOR PAYMENT.** Owner shall have thirty (30) business days to approve the Application for Payment and to make payment to the Contractor. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work contained in prior Applications for Payment shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. With each Application for payment, Contractor shall provide a signed lien waiver, and Contractor shall provide lien waivers signed by all subcontractors.
- 12.3 CERTIFICATES FOR PAYMENT.** Owner shall not use certificates for payment on this Project.
- 12.4 PROGRESS PAYMENTS.** After approving the Application for Payment, Owner shall make payment as provided in Section 12.2. The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders. Owner shall not have responsibility for payments to a subcontractor or supplier. A progress payment or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
- 12.5 SUBSTANTIAL COMPLETION.** Substantial Completion is defined in Article 17 of this Agreement. When the Contractor provides notice to the Owner that the Work or designated portion thereof is substantially complete, the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of final completion following Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion.
- 12.5.1** In the event Contractor fails to achieve Substantial Completion on or before the expiry of the Contract Time, Contractor shall on each calendar day pay to Owner, or Owner may set off from payments to Contractor, liquidated damages in the amount of **One Hundred** U.S. Dollars (**\$100.00**). Such liquidated damages are not a penalty but are a reasonable estimate of Owner's damages due to delay.
- 12.6 FINAL COMPLETION AND FINAL PAYMENT.** Upon receipt of a final Application for Payment, Owner will inspect the Work. When the Owner finds the Work acceptable and the Agreement fully performed, the Owner will make final payment to the Contractor, which shall include Retainage owed to Contractor, if any. Final payment shall not become due until the Contractor submits to the Owner final waivers of liens pursuant to Section 12.2. Acceptance of final payment by the Contractor, a subcontractor or material supplier shall also constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. The date of final payment is the date of final completion.

ARTICLE 13: PROTECTION OF PERSONS AND PROPERTY

- 13.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Agreement or Work. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14: CORRECTION OF WORK

- 14.1** The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.
- 14.2** In addition to the Contractor's other obligations including warranties under the Agreement, the Contractor shall, for a period of one (1) year after final completion, correct work not conforming to the requirements of the Contract Documents.
- 14.3** If Contractor fails to correct nonconforming Work in a reasonable time, Owner may correct it in accordance with Section 7.3.

ARTICLE 15: MISCELLANEOUS PROVISIONS

- 15.1 ASSIGNMENT OF CONTRACT.** Neither party to the Contract shall assign the Agreement as a whole without written consent of the other.
- 15.2 TESTS AND INSPECTIONS.** As appropriate, Contractor shall arrange and bear cost of tests, inspections & approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Owner requires additional testing, the Contractor shall perform those tests. The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Agreement is executed.
- 15.3 GOVERNING LAW.** The Agreement shall be governed by the law of the State of Arkansas.
- 15.4 DISPUTES.** Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof, shall be

settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All hearings and procedures relating to the arbitration shall be conducted in Hot Springs, Arkansas.

15.4 NOTICE. Each Party shall provide notices via U.S. Mail to the appropriate person designated in the signature block.

ARTICLE 16: TERMINATION OF THE AGREEMENT

16.1 TERMINATION BY THE CONTRACTOR. If the Owner fails to make payment as provided in Section 12.4 for a period of thirty (30) days, the Contractor may, upon twenty (20) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed including reasonable overhead & profit and costs incurred due to termination.

16.2 TERMINATION BY THE OWNER FOR CAUSE

16.2.1 The Owner may terminate the Agreement if the Contractor: (1) repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (2) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors; (3) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or (4) is otherwise guilty of material breach of a provision of the Contract Documents.

16.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may: (1) take possession of the Project Site and of all materials thereon owned by the Contractor, and (2) finish the Work by whatever reasonable method the Owner may deem expedient.

16.2.3 When the Owner terminates the Agreement for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

16.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Agreement.

16.3 TERMINATION BY THE OWNER FOR CONVENIENCE. The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, costs incurred by reason of such termination, and reasonable overhead & profit on the Work not executed.

ARTICLE 17: DEFINITIONS

Capitalized terms in this Agreement are defined below, unless defined in the body of the Agreement:

"Application for Payment" means Contractor's payment application and is further described in Section 12.2 of this Agreement.

"Architect" means _____.

"Certificate of Substantial Completion" means a document issued by Architect or Engineer or Owner to Contractor to establish the date of Substantial Completion.

"Change Order" means a written instrument prepared by the Owner and signed by the Owner and Contractor, stating their agreement upon all of the following: (1) The change of the Work; (2) The amount of the adjustment, if any, in the Contract Price; and (3) The extent of the adjustment, if any, in the Contract Time.

"Days" means calendar days

"Engineer" means _____.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

"Samples" mean physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

"Shop Drawings" means drawing, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

"Substantial Completion" means the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

"Unit Price" means the fixed cost of labor, materials, equipment, and all other costs for each unit of work as set forth in the Unit Price Bid Schedule Exhibit to this Agreement.

This Agreement shall not become effective until all Parties have provided ink signatures in the designated signature blocks below.

HOT SPRINGS VILLAGE PROPERTY OWNERS ASSOCIATION

An Arkansas Non-profit Corporation

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Welcome Home Property Service [CONTRACTOR]

An Arkansas S Corporation

By: _____

Name: _____

Title: _____

Address: _____



Welcome Home Property Service

Kenneth Collins, Owner
6 Sandez Ln
Hot Springs Village, AR 71909

Hot Springs Village POA

Attn: Norman Meredith
HSV POA
501-209-0313
nmeredith@hsvpoa.org

August 14th, 2021

Welcome Home Property Service Bid for POA Property Maintenance for 2022

Welcome Home Property Service is a Company that has been doing business in Hot Springs Village for over 7 years. I specialize in property care for both residential and commercial properties. I carry both General Liability and Workman Comp Insurance. I have multiple crews and all the equipment necessary to handle the properties outlined in this Bid. It would be a pleasure to serve the POA in this capacity.

As discussed, this is a 1- year agreement that would insure the POA of the proper maintenance care for 22 of its properties from January 1st through December 31st of 2022. Welcome Home Property Service would work year-round and provide all the necessary maintenance for these properties. This Maintenance includes but not limited to mowing, weed control, removal of debris by hand picking and blowing and mulching of leaves. I agree to hand pick weeds in landscaped beds and apply chemicals necessary to maintain the health of grass and keep the weed population under control.

I have seen all the properties listed in the attachment for this Bid. I agree with the estimated time it would take to properly maintain each area. My estimate is for 31 hrs./week of maintenance labor, 6 hrs. per week travel time. Maintenance for equipment would be an additional 1 hr./week. I also anticipate some time in hauling debris collected such as trimmings, sticks, fallen limbs and trash collected. It would work out to a 40 hr. work week for any 1 individual.

My rates are \$30/ hr. and I based on my costs on labor, general liability insurance, workman's comp insurance, equipment expense, gas, oil, weed string, licensing and depreciation of vehicles, trailers, equipment. I have costs for shop, storage, record keeping and billing. The POA would be billed once a month by either paper invoice or emailed invoice.

Properties and locations for this Bid are as follows:

All Gates:

- West Gate
- Glazypeau Gate
- Cortez Gate
- Danville Gate
- Balboa Gate
- East Gate

All little lakes:

- Causeway
- Lake Isabella
- Lake Estrella
- Lake Sofia
- Lake Maria
- Lake Granada
- Lake Pineda
- Coronado

POA

Police Dept.

Police Training Center

Ambulance Center

DeSoto Club area

Overlook

Animal Shelter and entrance

Calella Rd corner

OUR STORY

Since 1986, U.S. Lawns has led the commercial grounds care industry by providing local, hometown service, backed by operational support of a national company. We focus solely on commercial properties, serving property managers and business owners, promising national caliber professionalism coupled with local responsiveness. We're just like you: managers and small business owners. Leaders in our community. We understand the challenges you face.

CONSISTENT SERVICE YOU CAN TRUST

Our promise is 100% client retention. That's not exaggeration; it's a real goal. We follow proven systems and procedures that keep your property looking great and while keeping you well informed.

Training Programs

Our uniformed crew members enjoy ongoing education through gardener and crew leader training programs to ensure we consistently meet your service expectations.

Safety Standards

We are fully insured and our employees participate in OSHA approved safety training programs to reduce risk and liability on your property and to ensure our crews return home safely.

Quality Service

Landscape management reports keep you informed service visit by service visit. Ongoing quality control inspections ensures our team achieves our standard of excellence.

MEET THE OWNER

Jason and Jennifer Blankenship operate the U.S. Lawns office in Hot Springs, Arkansas. They first started their business in 2013, and have continued to grow. Outside of work, the Blankenships enjoy attending and coaching their sons' athletic events. Jason can be found hunting, fishing, or spending time with kids. Both are active volunteers in the community of Hot Springs, AR, where they live with their four young kids.

A SPECIFIC PLAN TO MEET YOUR NEEDS

No two businesses are alike. That's why we customize our grounds care program to fit the needs of each individual customer we service. During our initial meeting at your property, we uncovered several concerns you have with your landscape. We believe it's important to address these concerns immediately and recommend the following 30 day plan to quickly meet your needs:

BASIC CORE SERVICES

Core Services Monthly Price (12 Installments)
Core Services Total Annual Price

\$5,349.41
\$64,192.87

Basic Core Service Pricing Includes:

SERVICE	Approximate Frequencies
Mow, Trim, Blow	30
Hard Edging	15
Weed Plant Beds	15
Bed Edging	15
Prune/Shear Shrubbery	3
Pre-Emergent - Beds	2

SERVICE	Approximate Frequencies
Spring Clean-up	6
Leaf Removal	7

SELECT SERVICES AVAILABLE

The following select services can be purchased at the price below:

SERVICE	Price Per Service & Invoice Options	QTY.	Annual Price
Turf Pre-Emergent	Monthly \$395.28	2	\$790.56
Fertilize Turf	Monthly \$395.84	3	\$1,187.52
Turf Post Emergent	Monthly \$418.44	2	\$836.88
Install Mulch	Monthly \$15,574.07	1	\$15,574.07
TOTAL SELECT SERVICES BASED ON SELECTIONS			\$18,339.03
TOTAL ANNUAL SERVICE PACKAGE			\$82,581.90
TOTAL SELECT SERVICES TO BE BILLED UPON COMPLETION			\$0.00
ANNUAL PRICE FOR CORE SERVICES & SELECT SERVICES OPTED INTO MONTHLY PRICING			\$82,581.90
MONTHLY INSTALLMENTS 12			\$6,881.83

SUMMARY OF SERVICES

The Basic Core Services are described below.

<p>Mow, Trim, Blow</p> <ul style="list-style-type: none"> - All accessible turf areas shall be mowed on an agreed upon schedule during the growing season - Weather conditions may dictate mowing schedule - Turf areas inaccessible to mowers will be trimmed to a height consistent with the mowed turf - Debris created from the mowing process will be blown from walks and paved areas 	<p>Hard Edging</p> <ul style="list-style-type: none"> - The edging of all walk and curb areas shall be performed each mowing visit or as inspection requires 	<p>Weed Plant Beds</p> <ul style="list-style-type: none"> - Mechanical and chemical methods shall be used to control weeds in sidewalks, parking lots and plant beds
<p>Bed Edging</p> <ul style="list-style-type: none"> - The edging of all plant beds shall be performed every other mowing visit or as inspection requires 	<p>Prune/Shear Shrubbery</p> <ul style="list-style-type: none"> - All shrubs shall be sheared of current year's growth to maintain the current shape - Shrub rejuvenation or heading back is an additional charge 	<p>Pre-Emergent - Beds</p> <ul style="list-style-type: none"> - Pre-emergent products shall be applied in bed areas for weed control purposes.
<p>Spring Clean-up</p> <ul style="list-style-type: none"> - One time pruning and removal of growth on all declining perennials, and detailing declining annual beds to be performed once on the property 	<p>Leaf Removal</p> <ul style="list-style-type: none"> - Fallen leaves will be removed from the maintained areas, to include blowing, raking, vacuuming, mowing and mulching - Weather conditions may dictate timing of the process 	

The description of the Select Services you selected.

<p>Turf Pre-Emergent - The application of pre-emergent weed control products to the turf areas, based season and turf type</p>	<p>Fertilize Turf - The application of an appropriate fertilizer to promote the health and vigor of selected trees and shrubs on the property</p>	<p>Turf Post Emergent - The application of post-emergent weed control products to the turf areas, based on the season, target weeds, and turf type</p>
<p>Install Mulch - An agreed type of mulch (hardwood, colored mulch, pine needles, granite or other specified material) shall be applied to all planting beds currently mulched to a specified depth or quantity - Care will be taken to avoid excessive mulch build up</p>		

Description

Services Calendar

Core Services	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Mow, Trim, Blow	-	-	2	4	4	4	4	3	4	3	2	-	30
Hard Edging	-	-	1	2	2	2	2	2	2	1	1	-	15
Weed Plant Beds	-	-	1	2	2	2	2	2	2	1	1	-	15
Bed Edging	-	-	1	2	2	2	2	2	2	1	1	-	15
Prune/Shear Shrubbery	-	-	-	1	-	-	1	-	1	-	-	-	3
Pre-Emergent - Beds	-	-	-	1	-	-	-	1	-	-	-	-	2
Spring Clean-up	2	2	2	-	-	-	-	-	-	-	-	-	6
Leaf Removal	-	-	-	-	-	-	-	-	-	2	3	2	7
Select Services													
Turf Pre-Emergent	-	-	-	1	1	-	-	-	-	-	-	-	2
Fertilize Turf	-	-	1	1	-	-	-	-	1	-	-	-	3
Turf Post Emergent	-	-	-	-	1	-	-	-	1	-	-	-	2
Install Mulch	-	-	1	-	-	-	-	-	-	-	-	-	1

Total Pricing Based On Selections

Total Annual Service Package	\$82,581.90
Select Services To Be Billed Upon Completion	\$0.00
Core Services & Select Services Opted Into Monthly Pricing	\$82,581.90
Monthly Installments (12 Installments)	\$6,881.83

Payments are due on the first day of the month following the month of service. Additional services will be invoiced upon completion with payment due within thirty (30) days of the date of the invoice. An additional state tax will be added to all invoices.

Approved and Accepted by

Date :

(Hot Springs Village POA)

Date :

(Jason Blankenship - J Crew Property Management, LLC dba U.S. Lawns)

This annual agreement shall commence on _____ and renew annually on the anniversary date.

Payment Terms

Payments are due on the first day of the month following the month of service. Additional services, including Select Services, will be invoiced upon completion with payment due within thirty (30) days of the date of the invoice. A service charge of 1.5% per month will be added to all balances not paid within thirty (30) days of the invoice.

The parties agree that either party may terminate this agreement with 30 days written notice to the other party. Upon termination of this contract, all monies for services that have already been rendered shall become immediately due and payable. For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through the date of the termination. Substantial portions of the work for the year may be performed in the early months of each year of the Agreement including potentially significant mobilization costs in start-up.

Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts. Client agrees that U.S. Lawns may institute any action against Client in any state or federal court of competent jurisdiction in the state where the Contract Duties are to be performed and Client irrevocably submits to the jurisdiction of such courts and waives any objection he may have to either the jurisdiction or venue of such court.

General Terms

U.S. Lawns shall furnish all supervision, labor, materials, and equipment required to maintain the landscape throughout the contract period. The scope of our services shall be limited exclusively to those items approved on the Pricing Summary page. Additional services, terms, and conditions may be a part of this agreement if included in exhibits attached hereto, or later agreed to by both parties.

U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities.

U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage that is not caused by the negligence of U.S. Lawns, its agents or employees.

U.S. Lawns shall perform in accordance with the written terms and specifications contained or referred to in the Landscape Maintenance Proposal / Agreement, Exhibits, or other written documents or drawings attached to the Agreement. U.S. Lawns reserves the right to renegotiate the contract when the price or scope of work is affected by changes to any local, state, or federal law, regulation, or ordinance that goes into effect after the Agreement is signed.

Bio-Hazards / Hazardous Materials

Unless specifically included in the scope of work U.S. Lawns shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards or considered hazardous materials on the Customer's property. This includes, but is not limited to, items such as hypodermic needles, items containing bodily fluids, clothing or materials used in the process of cleaning up bodily fluids, or items that may be considered hazardous.

Pest Control / Fertilization

If included in the scope of the Proposal / Agreement U.S. Lawns shall be responsible for selecting control materials from a list of products approved for specific use by the U.S. Environmental Protection Agency, or other agencies with regulatory responsibility over the specific use, and affirmed for that use by the appropriate State Government. MSDS product information will be available for all applications performed. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval has been cancelled by regulatory authorities, U.S. Lawns shall not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, U.S. Lawns will not be responsible for control or repair of damage caused by such uncontrollable pests.

Irrigation

Sufficient water must be available on a timely basis to prevent drought damage to turf grass, shrubs, trees, and flowers. Deficiencies arising from any of the following conditions are grounds to terminate the expressed or implied warranty on plants:

- Water bans issued by governing bodies
- Failure of irrigation systems beyond U.S. Lawns' control
- Failure of Customer to maintain irrigation system in effective working condition
- Refusal to irrigate for needs of plants
- Power failures beyond U.S. Lawns' control
- Unavailability of sufficient and suitable water for irrigation of any reason

Sufficient water must be available at the time of treatment for insect and diseases, as well at the time of fertilizer and control applications, to comply with the instructions for use of the products. In the event sufficient water is not available U.S. Lawns cannot guarantee the effectiveness of such treatments.

License and Permits

U.S. Lawns will comply with all licenses and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.

Taxes

U.S. Lawns agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

Insurance

U.S. Lawns agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law.

Liability

It is understood and agreed that U.S. Lawns is not liable for any damage of any kind whatsoever that is not caused by the negligence of U.S. Lawns, its agents or employees.

Subcontractors

U.S. Lawns reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

Access to Jobsite

Customer shall furnish access to all parts of jobsite where U.S. Lawns is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after-hours emergencies.

Notice of Defect

Customer shall give U.S. Lawns at least ten (10) business days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. U.S. Lawns shall not accept any deduction or offset unless such written notice is given and U.S. Lawns agrees to the offset.

Assignment

The Customer and U.S. Lawns respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this agreement. Neither the Customer nor U.S. Lawns shall assign or transfer any interest in this Agreement without written consent of the other party.

Disputes

This Agreement shall be governed by and construed in accordance with the laws of the state where the Contract Duties are to be performed. In the event of any action for breach of or to enforce or declare rights under any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, to be paid by the losing party.

Termination

This Agreement may be terminated by either party, with or without cause, with thirty (30) days written notice to the other party. Upon early termination, the following charts will be used to determine the difference between payments received and work performed. Payments to either party will be due prior to the final service date.

Billings for additional work performed for the Customer, outside the scope of this Agreement, shall be invoiced upon completion. All billings are due and payable thirty (30) days following the date of the invoice. A service charge of 1.5% per month will be added to all balances not paid within thirty (30) days of the invoice. This represents an annual rate of 18%. Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Customer agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts.

If the Agreement is not terminated pursuant to the termination provisions of this Exhibit, or not terminated by either party thirty (30) days prior to the expiration of the term of the Agreement, the Agreement shall be automatically extended for additional one year periods.

For the convenience of the Customer only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Customer through the date of the termination. Substantial portions of the work for the year may be performed in the early months of each year of the Agreement including potentially significant mobilization costs in start-up.

We welcome the opportunity to be of service and thank you for your consideration of our proposal. By signing and acceptance, I have read, understand, and agree to the foregoing Agreement and hereby accept it on behalf of the Customer.