



SIENA OAKS HOA / GRS MANAGMENT  
100 SIENA OAKS CIRCLE WEST  
PALM BEACH GARDENS, FLORIDA 33410

Sales: Austin Jeffries  
Siema Oaks - Tree Trimming  
100 Siema Oaks Cr W Palm Beach Gardens, Florida 33410

Est ID: EST5072235

Date: Dec-10-2024

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**Annual Oak Tree Trimming** **\$10,180.64**

Trimming of all 158 Oak trees.

Oak trees will be pruned, thinned and / or raised once each year.

**Annual Palm Tree Trimming** **\$11,325.43**

Pruning of all 291 palm trees.

Palms to be trimmed each year as follows:

Royal - 97  
Queen - 96  
Cabbage - 69  
Foxtail - 29

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**Subtotal** **\$21,506.07**

**Taxes** **\$0.00**

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**Estimate Total** **\$21,506.07**

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Lucky Landscaping  
705 Paulina Road  
Jupiter, Florida  
33477

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For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

#### Warranty and Tolerances

- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- **Diligence:** the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Competence:** the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- **Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- **Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.**
- **Building/Window/Vehicle Washing:** Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

#### Material Tolerances

- **Wood:** Pressure treated wood cannot be guaranteed against warp, age, checking, or cupping. Cedar is expected to crack especially 6x6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4x4 up to 3/8 inch gaps and the entire length of the wood.
- **Stone:** Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- **Metal:** Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- **Concrete:** Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- **Warranty Time Period:** the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
- **Client Responsibilities:** The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused

Contractor:   
Austin Jeffres

Client: 

Signature Date: 12/10/2024

Signature Date: 12/11/24

Email: [Austin.Jeffres@luckylandscapingllc.com](mailto:Austin.Jeffres@luckylandscapingllc.com)

**REQUEST FOR QUOTE  
TREE MAINTENANCE SERVICES  
FOR THE 2025 SEASON**  
(Revision 8/31/2024)

The attached bid specification is for the **Siena Oaks Homeowners Association** located in Palm Beach Gardens. Siena Oaks consist of 299 Homes along with common areas. We are seeking proposal for **Palms and Hardwood Tree Maintenance each year.**

The successful proposer is undertaking the work under this contract is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claim based on lack of knowledge of existing conditions.

All access to the property and site visits will require pre-approval from the Property Manager.

Your bid proposal shall be due on or before **September 30, 2024, at 4:00 PM.** Please submit your proposal to: **David Offerman, Property Manager (Email Address: [manager@sienaokas.com](mailto:manager@sienaokas.com))** and to **Larry Krasulak (Email Address: [larrykrasulak@sienaokas.com](mailto:larrykrasulak@sienaokas.com))** or mail to: **Siena Oaks Homeowners Association, 100 Siena Oaks Cir Palm Beach Gardens FL 33410, Attn. David Offerman.**

Should you have any questions concerning these specifications, you may contact **David Offerman, Property Manager, at (770) -235-9389** or **Larry Krasulak Email Address: [larrykrasulak@sienaokas.com](mailto:larrykrasulak@sienaokas.com)**.

We believe this specification reflects the services and interests of **Siena Oaks Homeowners Association.** It enables us to compare contractors on fair and equitable bases. If there is any section in this specification that you feel needs improvement, we welcome your comments.

Except as otherwise stipulated herein, the contractor shall provide all the necessary labor, materials, and equipment necessary to complete the work described in this specification.

## **1. GENERAL STANDARDS**

1.1 The contractor shall be familiar with the project premises and how the existing conditions will affect his work during the service term of this Agreement.

1.2 Throughout the term of the Agreement, contractor shall maintain at their sole expense the following minimum insurance limits:

1.2.1 A Workmen's Compensation for Statutory Limits in compliance with the applicable State and Federal Laws and Employers Liability with a minimum limit of \$1,000,000.

1.2.2 Comprehensive General Liability including Contractors Protective covering the indemnification/hold harmless clause as set forth in paragraph 1.4 below and Broad Form Property Damage with no less than the following minimum limits: \$1,000,000 any one occurrence combined for bodily and Personal Injury and Property Damage.

1.2.3 Automobile Liability including owned, non-owned and hired automobiles with no less than the following limits: \$1,00,000 any one occurrence combined for Bodily and Personal Injury and Property Damage.

1.3 Insurance Certificates: Before starting work the Contractor shall furnish the Owner Certificates of Insurance signed by insurer acceptable to the Owner, indicating that the Owner will receive at least thirty (30) days prior written notice of cancellation or modification of the insurance that may affect the Owner's interest. The contractor assumes the responsibility for securing Certificate of Insurance for his Subcontractors.

1.4 The Contractor will need to submit a current W9 for the purpose of receiving payment.

1.5 The contractor agrees to indemnify and hold harmless the Association, its officers, agents and employees, the Property Manager, the Property Management Firm, their employees, heirs and assigns from loss, damage, liability or expense on account of damage to property and injuries, including death, to all persons, including the contractor's employees, arising or in any manner growing out of the performance of any work or supplying of any material under this contract, regardless of whether or not it is caused in any part by the act of or omission, whether negligent or not, of a party indemnified hereunder, and shall defend at its own expense any suits or other proceedings brought against the owner, its officers, agents and employees, or any of them, on account thereof and pay all expenses and satisfy all judgements which may be insured by or rendered against them or any of them in connection therewith.

1.6 All work shall be performed to the highest standard of horticultural excellence and shall be in accordance with accepted standard practices. All work shall be performed with all applicable laws, codes, ordinances, and regulations of all local, state, and federal government agencies; and it will be the responsibility of the contractor to obtain at their cost all necessary certificates, permits and licenses required by such agencies and to provide the Association with copies of same. Proof of Township license is required.

1.7 All material and hardware to be supplied by the contractor, which is not specifically described herein, shall be of suitable construction, composition, and quality to achieve their intended function. All personnel of contractor shall be properly trained and licensed (if necessary) and shall conduct their work in a professional manner at all times, while on the community property.

1.8 The contractor shall maintain all developed landscaped areas to ensure the continual goals and objectives of the Siena Oaks Homeowners Association are met.

1.9 The Siena Oaks Homeowners Association reserves the right to accept or reject any item in this contract.

1.10 The Siena Oaks Homeowners Association may cancel the contract at any time for any reason upon giving 30 days written notice to the Contractor.

1.11 The contractor agrees to include with the bid proposal, a list of any work, which is intended to be performed by a subcontractor. All subcontractors shall require approval of the Siena Oaks Homeowners Association.

1.12 This contract shall be awarded when executed by an authorized representative of the Siena Oaks Homeowners Association on the enclosed bid forms. An original copy of this executed contract shall be forwarded to the successful bidder.

## 2. CONTRACTOR RESPONSIBILITIES

2.1 The Contractor will provide an on-site supervisor that speaks English and must be available while work crews are present on the property. The on-site supervisor will make routine communications with the Property Manager to receive instructions or other input regarding service needs and activities. Contractor will provide staff able to perform work. Key staff shall have current knowledge of best management practices regarding: safety, hazardous materials spill response, lawn care. Contractor shall be liable for any damages caused directly or indirectly by its employees

2.1.1 Provide an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Provide mobile numbers for the maintenance manager and site supervisor.

2.1.2 Attend site inspections of the grounds as requested.

2.1.3 Establish a calendar for regular maintenance activities by area and submit for review and adjust as necessary to avoid conflicts.

2.1.4 Any work scheduled by the contractor should be done between normal business hours, Monday – Friday (7:30 a.m. – 5:00 p.m.) unless otherwise deemed necessary by the Property Manager.

2.1 Contractor will designate a qualified responsible Account Manager and Supervisor, knowledgeable in Florida Horticulture that will be responsible for schedule and performance of contract commitments.

## 3. GUARANTEE AND REPLACEMENT

3.1 Contractor shall replace, at no additional cost to the **Siena Oaks Homeowners Association**, any turf, plant materials or any other Association property damaged as a result of improper maintenance attention or procedures. Replacement material shall be of the same size and variety as the dead or damaged material. Property damage must be done within 14 business days of identification of damage. Alternatives to size, variety, and scheduling of replacement must have written permission from the Architectural Committee.

3.2 Contractor is not responsible for losses, repair or replacements of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of others over whom they have no reasonable control.

## TREE MANAGEMENT SPECIFICATION

### 4. SCOPE OF WORK

4.1 It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the Siena Oaks Homeowners Requirements. Contractor may be required to perform the following tree maintenance activities throughout the Siena Oaks property.

- A. Arborist Services, Assessment & Inspections
- B. Tree Pruning
- C. Root Pruning
- D. Tree Removal
- E. Stump Removal
- F. Emergency Response Assistance

4.2 It will be the responsibility of the contractor to remove all debris and generated waste from the project site.

4.2 Contractor shall comply with good arboreal practice for the particular species of trees and shall be consistent with the pruning standards and best management practices as adopted by the International Society of Arboriculture.

4.3 The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide appropriate clearance. Specific clearance measures will be provided by the Property Manager.

4.4 The contractor shall take special care during the course of site operation(s) to avoid damage to the existing roadway surface, sidewalks and curbs. The contractor shall avoid placing heavy equipment on sidewalks and curbs that will cause damage to these structures. Any damage caused by the contractor's operations shall be repaired at his expense. The contractor shall also take special care to avoid damage to existing roadway shoulders, side ditches, and drainage structures. Any damage caused by the contractor's operation shall be repaired at his expense.

4.5 Contractor will remove all debris and trash generated in performing the work under this contract from each site on a daily basis. Disposal of these materials, chipped or not, is the Contractor's responsibility.

4.6 All tree pruning shall be performed to enhance each species' natural growth and to obtain defined objectives. This work shall include, but not be limited to cleaning, thinning, reducing, cleanup and hauling away all related debris. American National Standards Institute (ANSI A-300) will need to be followed.

4.7 Yearly Pruning of Royal, Queen, Cabbage and Foxtail Palm Trees are to be included in this proposal. Oak trees are to be pruned in odd numbered years should also be included in this proposal. All trees are located in the front of the residential property. No trees on either side of the residential property are to be trimmed or pruned.



4.7.1 The number of Palm Trees to be pruned, every year (Level 1: Pruning 291) each year is as follows:

Cabbage – 69; Foxtail – 29; Queen – 96; Royal – 97

4.7.2 The number of Oaks Trees to be pruned, thinned and/or raised (Level 1: Pruning, Thinning and/or Raising 158) each year.

Oaks Trees - 158

4.8 **CLEAN UP** Logs, brush, leaves, and twigs are should all be removed from the property. Excess sawdust will not be removed. Following trimming or removal, all streets, driveways, sidewalks and paths must be swept clean. All paved surfaces will be blown off or swept clean

## 5. PRUNING STANDARDS

5.1 **LEVEL 1 PRUNING: (NOTHING HANGING OVER A HOUSE STRUCTURE)** will consists of the selective removal of one or more of the following:

5.1.1 **REMOVAL** of Dead, Diseased, broken, or weakened branches. Pruning cuts shall be clean and smooth; leaving the bark at the edge of the cut firmly attached to the wood. A three-cut process, sometimes known as "jump-cutting", shall be used to remove larger limbs in order to avoid stripping or tearing of the bark, and to minimize unnecessary wounding.

5.2 Remove all trimmed branches and limbs from the site.

5.3 Climbing harness or aerial lift bucket may be used for tree trimming work.

5.4 **THINNING: (NOTHING HANGING OVER A HOUSE STRUCTURE)** will consists of selective removal of branches to increase light penetration, air movement and reduce weight.

5.5 **RAISING: (NOTHING HANGING OVER A HOUSE STRUCTURE)** consists of the removal of lower branches to provide clearance.

6. The following additional items will require a separate quote and will be requested by the Property Manager when needed are:

6.1 **LEVEL 2 PRUNING: (NOTHING HANGING OVER A HOUSE STRUCTURE)** will consist of the selective removal of one or more of the following:

6.1.1 **REDUCING** decreases, the height and/or spread of a tree. Consideration should be given to the ability of a species to sustain this type of pruning .

6.2 **LEVEL 3 PRUNING: NOTHING HANGING OVER A HOUSE STRUCTURE** and will consist of the selective removal of one or more of the following:

6.2.1 **RESTORATION** to improve the structure, form and appearance of the trees that have been severely topped, vandalized, or damaged during a storm.

**7.1 TREE REMOVAL** Tree removal should be accomplished by cutting the trunk as close to the ground as possible and cleaning up all debris unless otherwise stated. Tree removals shall be conducted in accordance with the standards of the arboricultural profession. When removing trees, often times stump removal will be needed as well. The decision to remove the stump will be made by the Property Manager on a tree-by-tree basis. When necessary, tree removal will be quoted separately. Removal of the tree must be accomplished without damaging any surrounding trees, utilities, or structures. The contractor will remove of all trunks, treetops, branches, and limbs from the site.

**7.2 STUMP REMOVAL** This would involve the mechanical grinding of the visible tree stump below ground level. The hole will be back filled with stump chips and excess chip will be removed from the property.

**7.3** The Property Manager will specify how the stump of a tree shall be removed. Stumps will either be cut low to the ground or will be ground up. When stump is to be cut, the contractor shall cut the stump as low to the ground as possible and cover the stump that remains with dirt. If stump is to be ground, it should be ground deep enough to reach native soils. The contractor shall grind an area around the stump so as to remove all visible roots.

**7.4** Holes created by stump and root grinding must be backfilled the same day. Holes can be filled with the wood chips of the removed stump. All tree and stump removal debris will be removed same day. Any damaged paved surfaces shall be restored to their original condition. Any irrigation lines broken during work are the responsibility of the contractor to repair.

## **8.0 EMERGENCY RESPONSE**

**8.1** During the term of this Agreement, the Property Manager may request the contractor to quote and carry out additional tree work and/or provide emergency tree services according to the specifications provided above. Emergency service would require immediate resources. Emergency call out response for damaged trees as a result of inclement weather, storms, or other reasons. Emergency calls may occur at any time including evenings, weekends or holidays. The contractor shall be provided with locations and the work to be done at each location via telephone by the Property Manager.

**8.2** Emergency work shall begin within two (24) hours of the initial telephone call from the Property Manager when possible.

**8.3** Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least five (5) contact individuals upon execution of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the Property Manager within two (2) working days.

**8.4** Contractor shall be required to provide all necessary traffic control during the course of emergency work.

**SIENA OAKS HOMEOWNERS ASSOCIATION  
TREE MAINTENANCE SERVICES  
For The 2025 Season**

**CONTRACTOR BID SHEET**

PLEASE PRICE AS BROKEN DOWN BY SCOPE OF WORK SECTIONS:

Section	Cost/Operation	Times/Year	Total Cost
4.1 Arborist Service (On a per request basis)	_____	1	\$ _____
5.1 Level 1 Pruning Palm Trees (291 trees every year)	\$11,325.43	1	\$ 11,325.43
5.1 Level 1 Pruning of Oak Trees (158 trees every year)	\$10,180.64	1	\$ 10,180.64
6.1.1 Level 2 Pruning	_____	1	\$ _____
6.2.1 Level 3 Pruning	_____	1	\$ _____
7.1 Tree Removal	_____	1	\$ _____
7.2 Stump Removal	_____	1	\$ _____

The additional items below will require a separate quote and will be requested by the Property Manager when needed are:

Proposal Submitted by: Austin Jeffers

Please list any work that is subcontracted and the name of the subcontractor on back of bid form.

Signed: Austin Jeffers Title: Client Relations Date: 12/10/24

ACCEPTED BY:  
Signed: [Signature] Title: PRESIDENT Date: 12/11/24

Sienna Oaks Homeowners Association's acceptance of this proposal is subject to all terms, conditions and activities as stated in specification and this acceptance shall constitute and executed contract. These specifications shall govern as the contract and NO verbal conditions shall be accepted.

By signing this proposal, Sienna Oaks Homeowners Association in no way, shape or form is agreeing to have any optional services performed, unless specifically stated in writing by the Property Manager. Any work performed on the approval of anyone other than that specified at the commencement of this contract, will be the sole responsibility of the contractor and not that of the Sienna Oaks Homeowners Association.